

ORIGINAL

Tuesday, January 19, 2021 at 9:00 a.m.
Board Room, Upper Level of the Historic Courthouse
Cmsr Tim Wilhelm: 15025 Williston Lane, Minnetonka, MN 55346

9:00 AM

1. CALL MEETING TO ORDER
2. PLEDGE OF ALLEGIANCE
3. APPROVE THE AGENDA (ADDITIONS AND DELETIONS)

9:01 AM

4. CONSENT AGENDA
 - 4.1. Approve 12/29/2020 County Board Meeting Minutes
 - 4.2. Approve 1/5/2021 County Board Meeting Minutes
 - 4.3. Review of Auditor's Warrants
 - 4.4. Approve Payment to Counsel for Legal Services
 - 4.5. Approve Payment to Counsel for Legal Services
 - 4.6. Consider 2021 Computer Purchase
 - 4.7. Consider Tri-Cap Purchase of Service Agreement for Transportation Services
 - 4.8. Consider CVSO Advertisement Contract with 98.1 WWJO-FM/Townsquare Ignite
 - 4.9. Consider Appointment of Mille Lacs County Chief Deputy
 - 4.10. Consider Donation to Mille Lacs County Sheriff's Office Chaplain Program
 - 4.11. Consider Resolution No. 01-14-2021-01, Amending Jail Food Service Contract
 - 4.12. Consider Grant through Hero K9 to Fund Purchase of Equipment for New K9 Squad
 - 4.13. Consider Reappointing Julie Mohler to University of Minnesota Extension Committee
 - 4.14. Approve Amended JPA for Joint Ditch 1
 - 4.15. Information Only: December 2020 Jail Housing Report

9:10 AM

5. REGULAR AGENDA
 - 5.1. Open Sealed Publishing Bids
 - 5.2. Authorize Filling the Lead Child Protection Social Worker Vacancy as a Child Protection Social Worker
 - 5.3. Mille Lacs County Stakeholder Presentations

9:30 AM

6. COMMITTEE REPORTS

9:59 AM

7. ADJOURN

Community Health Board (CHB) Meeting

10:00 AM CHB Meeting: Program Updates

Work Session (Conference Room A):

(County Administrator Report as time allows)

1. Mille Lacs County 2021 State Legislative Platform – (Pat Oman, County Administrator)
2. Mille Lacs County Fund Balance Review – (Justice Voss, Administrative Financial Specialist)
3. Minnesota Department of Transportation Placement of Highway Signs – (Pat Oman, County Administrator)
4. Mille Lacs County Commissioners Open Discussion

Board Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 01/19/2021

(Board meets the 1st and 3rd Tuesday of each month)

Title of Item for Consideration:

Approve 12/29/2020 County Board Meeting Minutes

Consent Agenda

☒ Approve/Deny Motion ☐ Information Only
☐ Schedule Public Hearing*

**provide sample notice that will run in paper*

Regular Agenda – Estimate Time Needed: _____ minutes

☐ Approve/Deny Motion ☐ Discussion Item
☐ Direction Requested ☐ Hold Public Hearing*
☐ Presentation of Information

**provide copy of hearing notice that was published*

Submitted by:

Pat Oman

Department:

ASO

Who will attend the meeting and be able to respond to questions? Give name and title:

Pat Oman, County Administrator

Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates):

Approval of the County Board meeting minutes is required.

Alternatives/Options/Comments:

Recommended Action/Motion:

Approve the County Board meeting minutes.

Financial Impact:

Is there a cost associated with this request? ☐ Yes ☐ No

What is the total cost, including tax and shipping? \$ _____

Are funds available in the budget? ☐ Yes ☐ No If no, please explain: _____

Additional Information Attached:

☐ Contract/Agreement

Approved by County Attorney's Office: ☐ Yes ☐ No If no, please explain: _____

☒ Minutes of Relevant Meeting(s)

☒ Background Information (such as price quotes, etc.) Minutes

Board action: (for use by Recording Secretary)

☐ Approved ☐ Denied ☐ Tabled:

Chairman Tellinghuisen called the meeting to order at 9:01 a.m., with the following members present: Commissioners Reynolds, Oslin, and Peterson. Commissioner Wilhelm was absent. The Pledge of Allegiance was recited.

Three (3) supplemental documents were presented in consideration to the County Board for the following items:

- 5.1 Approve 2021 Ditch Assessments – Resolution No. 12-29-2020-01;
- 5.3 Consider Special Legislative Sales Tax for Public Works Building – Resolution No. 12-29-2020-02;
- Work Session: Outside Agency Presentation – Stakeholder Meeting Schedule.

Cmsr Peterson motioned to accept the agenda as amended; Cmsr Reynolds seconded. Motion carried.

CONSENT AGENDA

A motion was made by Cmsr Oslin seconded by Cmsr Reynolds, to approve the following consent agenda items:

- Purchase of Supplies for COVID Vaccination Dispensing Events.

Motion carried.

APPROVE 2021 DITCH ASSESSMENTS

County Auditor-Treasurer Eric Bartusch presented Resolution No. 12-29-2020-01, Drainage System Assessments, Installation Schedules, Interest Rates, and Maintenance Funds (Assessment Order). Bartusch discussed the proposed alterations concerning County Ditch 2B and County Ditch 4. Discussion occurred among the Commissioners regarding the process associated with obtaining a contractor for the repair of County Ditch 4. County Administrator Pat Oman provided insight concerning the ditch assessment process. Cmsr Reynolds motioned to adopt Resolution No. 12-29-2020-01, Drainage System Assessments, Installation Schedules, Interest Rates, and Maintenance Funds (Assessment Order); Cmsr Peterson seconded. Motion carried.

CONSIDER REAPPOINTMENT OF MEDICAL EXAMINER FOR 2021

Administrator Oman presented the request for the reappointment of Dr. Quinn Strobl as the County Medical Examiner for 2021. Cmsr Oslin motioned to reappoint Dr. Quinn Strobl as the Medical Examiner for 2021; Cmsr Peterson seconded. Motion carried.

CONSIDER SPECIAL LEGISLATIVE SALES TAX FOR PUBLIC WORKS BUILDING

Administrator Oman presented Resolution No. 12-29-2020-02, Approving a Local Sales Tax and Authorizing Actions to be taken by the County in Connection with Such Taxes. Oman discussed the proposed 0.5% sales tax increase. Oman stated that if approved, numbers one (1) and three (3) on the proposed resolution would be revised to state “0.5%”. Oman reviewed the multi-step process involved with the proposed sales tax increase and stated that the next step would be to send the proposed increase to legislators for review. Discussion occurred among the Commissioners concerning the proposed legislative sales tax increase. Cmsr Peterson motioned to adopt Resolution No. 12-29-2020-02, Approving a Local Sales Tax and Authorizing Actions to be taken by the County in Connection with Such Taxes, with the proposed changes to number one (1) and number three (3) of the resolution; Cmsr Reynolds seconded. A roll call vote was called; Cmsrs Peterson, Reynolds, Oslin, and Tellinghuisen voted aye. Motion carried.

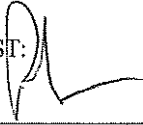
COMMITTEE REPORTS

Cmsr Reynolds provided an update on Soil and Water Conservation District (SWCD) supervisors. Cmsr Reynolds discussed the previous week’s East Central Regional Development Commission (ECRDC) meeting, which included the organization’s search for a new health provider for the area. The Commissioners then proceeded to discuss the Board of Equalization. Administrator Oman discussed the stakeholder requests and upcoming organization presentations.

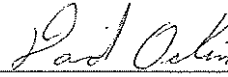
Commissioner Oslin motioned to adjourn the meeting at 9:43 a.m.; Commissioner Peterson seconded. Motion carried

Mille Lacs County Special Board Meeting
Tuesday, December 29, 2020

ATTEST:



Pat Oman
County Administrator



David Oslin
County Board Chairperson

Board Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 01/19/2021

(Board meets the 1st and 3rd Tuesday of each month)

Title of Item for Consideration: Approve 1/5/2021 County Board Meeting Minutes	
Consent Agenda ☒ Approve/Deny Motion ☐ Information Only ☐ Schedule Public Hearing* <i>*provide sample notice that will run in paper</i>	Regular Agenda – Estimate Time Needed: _____ minutes ☐ Approve/Deny Motion ☐ Discussion Item ☐ Direction Requested ☐ Hold Public Hearing* ☐ Presentation of Information <i>*provide copy of hearing notice that was published</i>
Submitted by: Pat Oman	Department: ASO
Who will attend the meeting and be able to respond to questions? Give name and title: Pat Oman, County Administrator	
Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates): Approval of the County Board meeting minutes is required.	
Alternatives/Options/Comments:	
Recommended Action/Motion: Approve the County Board meeting minutes.	
Financial Impact: Is there a cost associated with this request? ☐ Yes ☐ No What is the total cost, including tax and shipping? \$ _____ Are funds available in the budget? ☐ Yes ☐ No If no, please explain: _____	
Additional Information Attached: ☐ Contract/Agreement Approved by County Attorney's Office: ☐ Yes ☐ No If no, please explain: _____ ☒ Minutes of Relevant Meeting(s) ☒ Background Information (such as price quotes, etc.) Minutes	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled:	

County Administrator Pat Oman called the meeting to order at 9:00 a.m., with the following members present: Commissioners Reynolds, Tellinghuisen, Oslin, and Peterson. Cmsr Wilhelm was absent. The Pledge of Allegiance was recited.

Two (2) supplemental documents were presented in consideration to the County Board for the following items:

- 5.7 Consider 2025 Transportation Alternatives Grant Applications – Great MN Transportation Alternatives Solicitation;
- 6.3 Mille Lacs County Stakeholder Presentations – MRC 2021 Legislative Priorities.

Cmsr Peterson motioned to accept the agenda as amended; Cmsr Reynolds seconded. Motion carried.

CONSENT AGENDA

A motion was made by Cmsr Peterson seconded by Cmsr Reynolds, to approve the following consent agenda items:

- Approve 12/22/2020 Special County Board Meeting Minutes;
- Consider County Auditor's Warrants;
- Consider CY2021 Kanabec County Family Services Contract;
- Approve Commissioners' Mileage and Per Diems- December 2020;
- Set 2021 County Board of Appeal and Equalization Meeting;
- Consider Abatement Request for Parcel 05-008-8118;
- Consider 2025 Transportation Alternatives Grant Application;
- Consider Wahkon Transportation Alternatives Grant Resolution.

Motion carried.

ADMINISTER OATH OF OFFICE TO NEWLY ELECTED MILLE LACS COMMISSIONERS

Administrator Oman proceeded with the oath of office for the newly elected Mille Lacs County Commissioners. Cmsrs Reynolds, Oslin, and Peterson proceeded with the oath of office. The newly elected Mille Lacs County Commissioners were congratulated.

ELECT 2021 CHAIRPERSON AND VICE CHAIRPERSON

Administrator Oman requested nominations for the 2021 Chairperson for the Mille Lacs County Board. Cmsr Tellinghuisen nominated Cmsr Oslin. Cmsr Peterson nominated Cmsr Reynolds. Cmsr Peterson motioned to nominate Cmsr Reynolds as Chairperson for the Mille Lacs County Board; Cmsr Reynolds seconded. A roll call vote was called; Cmsrs Peterson and Reynolds voted aye. Cmsrs Oslin and Tellinghuisen voted nay. Motion failed.

Cmsr Tellinghuisen motioned to nominate Cmsr Oslin as the Chairperson for the Mille Lacs County Board; Cmsr Oslin seconded. A roll call vote was called; Cmsrs Oslin, Tellinghuisen, and Reynolds voted aye. Cmsr Peterson voted nay. Motion carried.

Cmsr Oslin requested nominations for the Vice Chairperson for the Mille Lacs County Board. Cmsr Peterson nominated Cmsr Reynolds. Cmsr Peterson motioned to nominate Cmsr Reynolds as Vice Chairperson for the Mille Lacs County Board; Cmsr Reynolds seconded. A roll call vote was called; Cmsrs Reynolds, Tellinghuisen, Oslin, and Peterson voted aye. Motion carried.

APPOINT 2021 MILLE LACS COUNTY ASSOCIATION OF MINNESOTA COUNTIES POLICY COMMITTEE AND VOTING DELEGATES

Administrator Oman presented the proposed Association of Minnesota Counties (AMC) 2021 Policy Committee members, following the review of the previous year's members. Cmsr Reynolds motioned to approve the 2021 AMC Policy Committee appointees; Cmsr Tellinghuisen seconded. Motion carried.

APPOINT 2021 MILLE LACS COUNTY COMMITTEES

Administrator Oman reviewed the proposed board representatives for various community committees. Discussion occurred among the Commissioners concerning committee memberships. Cmsr Reynolds motioned to approve the 2021 Mille Lacs County Committees, with the exception of removing the Land Use Committee; Cmsr Tellinghuisen seconded. Motion carried.

SET 2021 COUNTY BOARD MEETING DATES

Administrator Oman reviewed the proposed regular County Board meeting schedule for 2021. Regular County Board meetings would continue to be held on the first and third Tuesday of the month at 9:00

a.m. Cmsr Tellinghuisen motioned to approve the 2021 County Board Meeting Dates; Cmsr Peterson seconded. Motion carried.

CONSIDER RESOLUTION 01-05-2021-01, APPROVING SEPARATE BANK ACCOUNT FOR E911 FUNDS

County Auditor-Treasurer Eric Bartusch presented Resolution No. 01-05-2021-01, Approving Separate Bank Account for E911 Funds. Bartusch stated that the new statutory requirement indicated that E911 funds would need to be kept in an independent checking account. Cmsr Tellinghuisen motioned to adopt Resolution No. 01-05-2021-01, Approving Separate Bank Account for E911 Funds; Cmsr Reynolds seconded. Motion carried.

CONSIDER MILLE LACS COUNTY PANDEMIC ECONOMIC RELIEF GRANT APPLICATIONS AND GUIDELINES

Economic Development Manager Michael Wimmer presented the proposed Pandemic Economic Relief Grant Applications and Guidelines. Wimmer discussed the guidelines and application process for local small businesses. Discussion occurred among the Commissioners concerning the Pandemic Economic Relief Grant program. Administrator Oman discussed the Small Cities Development Loan program that may also assist area businesses. Cmsr Reynolds motioned to approve the Mille Lacs County Pandemic Economic Relief Grant Applications and Guidelines; Cmsr Peterson seconded. Motion carried.

MILLE LACS COUNTY STAKEHOLDER PRESENTATIONS

County Administrator Pat Oman introduced the Minnesota Rural Counties Executive Director Daniel Larson. A supplemental document concerning the MRC 2021 Legislative Priorities was distributed to the Commissioners. The Commissioners thanked Mr. Larson for the presentation.

CONSIDER CLOSED SESSION MEETING TO DISCUSS TRIBAL LITIGATION

A motion was made by Cmsr Peterson to close the meeting at 10:33 a.m., in accordance with M.S. 13D.05 Minnesota Statue 13D.05, Subdivision 3 (b). The meeting was closed under attorney client privilege to discuss legal issues, legal advice and litigation strategy arising from the federal lawsuit filed by the Mille Lacs Band of Ojibwe, Sara Rice and Derrick Naumann versus Mille Lacs County in the United States District Court for the District of Minnesota, Court File No. 17-cv-5155. Cmsr Reynolds seconded. Motion carried. Cmsr Peterson motioned to reopen the meeting at 11:19 a.m.; Cmsr Tellinghuisen seconded. Motion carried.

Cmsr Reynolds motioned to adjourn the meeting 11:19 a.m.; Cmsr Tellinghuisen seconded. Motion carried.

ATTEST:



Pat Oman
County Administrator



David Oslin
County Board Chairperson

Board Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 01/19/2021

(Board meets the 1st and 3rd Tuesday of each month)

Title of Item for Consideration: Review of Auditor's Warrants	
Consent Agenda ☒ Approve/Deny Motion ☐ Information Only ☐ Schedule Public Hearing* <i>*provide sample notice that will run in paper</i>	Regular Agenda – Estimate Time Needed: _____ minutes ☐ Approve/Deny Motion ☐ Discussion Item ☐ Direction Requested ☐ Hold Public Hearing* ☐ Presentation of Information <i>*provide copy of hearing notice that was published</i>
Submitted by: Pat Oman	Department: ASO
Who will attend the meeting and be able to respond to questions? Give name and title: Pat Oman, County Administrator	
Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates): The County Board has authorized the County Auditor-Treasurer and the County Administrator to approve claims for payment according to guidelines adopted by the Board. Claims paid in such a manner are summarized and presented to the Board for review.	
Alternatives/Options/Comments:	
Recommended Action/Motion: Review of Auditor's Warrants.	
Financial Impact: Is there a cost associated with this request? ☐ Yes ☐ No What is the total cost, including tax and shipping? \$ _____ Are funds available in the budget? ☐ Yes ☐ No If no, please explain: _____	
Additional Information Attached: ☐ Contract/Agreement Approved by County Attorney's Office: ☐ Yes ☐ No If no, please explain: _____ ☐ Minutes of Relevant Meeting(s) ☒ Background Information (such as price quotes, etc.) Auditor's Warrants	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	

**** Mille Lacs County ****



MLKAREN
1/6/21 2:50PM
1 County Revenue Fund

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor Name		Rpt		Amount	Warrant Description		Invoice #		Account/Formula Descripti	
No.	Account/Formula	Accr			Service Dates		Paid On Bhf #	On Behalf of Name		
13028	Milaca City Public Works									
2	01-110-000-0000-6251			80.56	ACCT# 01-1811-00-0				Utility Services	N
3	01-110-000-0000-6251			866.06	ACCT# 01-16261-00-1				Utility Services	N
4	01-110-000-0000-6251			67.56	ACCT# 01-13286-00-5				Utility Services	N
13028	Milaca City Public Works			1,014.18		3 Transactions				
999999993	MOBERG/DEBRA									
8	01-060-000-0000-6838			530.25	OVERPAYMENT 22-041-0320				Reimb collections- Taxes	N
999999993	MOBERG/DEBRA			530.25		1 Transactions				
14113	Ncpers Life									
9	01-060-000-0000-6835			48.00	JAN 2021 DEPEND PREMIUMS				Reimb Collections- P/R & Misc	N
14113	Ncpers Life			48.00		1 Transactions				
15008	Onamia City									
10	01-205-000-0000-6251			34.39	MONTHLY UTILITIES				Utility Services	N
15008	Onamia City			34.39		1 Transactions				
76652	SCI Broadband									
13	01-205-000-0000-6203			153.90	S&R INTERNET SERVICE				Phone	N
76652	SCI Broadband			153.90		1 Transactions				
1 Fund Total:				1,780.72	County Revenue Fund				5 Vendors	7 Transactions

**** Mille Lacs County ****



MLKAREN
1/6/21 2:50PM
11 Community and Veterans

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor No.	Vendor Name	Account/Formula	Accr	Rpt	Amount	Warrant Description	Service Dates	Invoice #	Account/Formula	Descripti	1099
139	Mn Child Support Payment Center										
5	11- 420- 640- 0000- 6835				100.00					Reimb Collections	N
6	11- 420- 640- 0000- 6835				50.00					Reimb Collections	N
7	11- 420- 640- 0000- 6835				6.95					Reimb Collections	N
139	Mn Child Support Payment Center				156.95		3 Transactions				
						Community and Veterans Servi			1 Vendors	3 Transactions	
11 Fund Total:					156.95						

*** Mille Lacs County ***



 Audit List for Board AUDITOR'S VOUCHERS ENTRIES
 MLKAREN
 1/6/21 2:50PM
 35 Debt Service Fund

Vendor Name	Account/Formula	No.	Accr	Rpt	Amount	Warrant Description	Service Dates	Invoice #	Account/Formula	Descripti	1099
21111 US Bank Trust	35- 874- 000- 0000- 6279	14			500.00	CAP IMPROV BONDS 2018A	1 Transactions				N
21111 US Bank Trust					500.00						
35 Fund Total:					500.00	Debt Service Fund		1 Vendors		1 Transactions	

**** Mille Lacs County ****



MLKAREN 1/6/21 2:50PM
77 County Agency Fund

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor Name		Rpt		Warrant Description		Invoice #		Account/Formula Descripti		1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name				
1	77366	Blue Cross Blue Shield of Minnesota	732.15	JAN 2021 PREMIUMS	1 Transactions	Vision Ins. 2021				N
	77366	Blue Cross Blue Shield of Minnesota	732.15							
12	77340	MN PEIP								
	77-905-000-0000-6805		484.80	DEC 2020 PREMIUM ADJ		2020 Medical Insurance				N
	77-906-000-0000-6805		227,774.60	JAN 2021 PREMIUMS	2 Transactions	2021 Medical Insurance				N
	77340	MN PEIP	228,259.40							
77 Fund Total:			228,991.55	County Agency Fund	2 Vendors	3 Transactions				
Final Total:			231,429.22	9 Vendors	14 Transactions					

MLKAREN
1/6/21

2:50PM

**** Mille Lacs County ****

Audit List for Board AUDITOR'S VOUCHERS ENTRIES



Recap by Fund		<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
		1	1,780.72	County Revenue Fund
		11	156.95	Community and Veterans Service
		35	500.00	Debt Service Fund
		77	228,991.55	County Agency Fund
		All Funds	231,429.22	Total
				Approved by, ...
				
				

MLKAREN
12/30/20
3:01PM
1 County Revenue Fund

**** Mille Lacs County ****

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 2

Vendor Name	No.	Account/Formula	ACCR	Rpt	Amount	Warrant Description	Service Dates	Invoice #	Account/Formula Descripti	1099
								Paid On Bhf #	On Behalf of Name	
1	3302	Centerpoint Energy Minnegasco								
		01- 205- 000- 0000- 6251			515.66	ACCT# 7369862- 3	1 Transactions		Utility Services	N
	3302	Centerpoint Energy Minnegasco			515.66					
2	75488	Centracare Health Foundation								
		01- 035- 000- 0000- 6265			120.00	PRE- EMPLOYMENT SCREENING	1 Transactions		Professional Services- Personnel	N
	75488	Centracare Health Foundation			120.00					
3	77437	Further								
		01- 003- 000- 0000- 6261			926.70	DEC 2020 PARTICIPANT FEES	1 Transactions		Professional Services	N
	77437	Further			926.70					
4	76695	Galls LLC								
		01- 201- 000- 0000- 6450			9.99	UNIFORMS- SHAEFER	1 Transactions		Uniforms	N
	76695	Galls LLC			9.99					
5	77936	GROSTYAN/MICHAEL								
		01- 015- 000- 0000- 6267			90.00	DEFENSE FEES 611.21	1 Transactions		County Public Defender Fees	Y
	77936	GROSTYAN/MICHAEL			90.00					
26	76986	Isle Deputy Register								
		01- 251- 000- 0000- 6243			44.25	TABS FOR JAIL TRANSPORT	1 Transactions		Registration Fees	N
	76986	Isle Deputy Register			44.25					
8	960	Lakeland Printers								
		01- 201- 000- 0000- 6402			181.35	SUPPLIES	1 Transactions		Supplies	N
	960	Lakeland Printers			181.35					
10	974	League Of Mn Cities								
		01- 201- 000- 0000- 6285			2,914.32	PATROL SUBSCRIPTION			Training Expense	N
	974	League Of Mn Cities			514.26	PATROL SUBSCRIPTION			Training Expense	N
11		01- 202- 000- 0000- 6285			85.71	PATROL SUBSCRIPTION			Training Expense	N
13		01- 205- 000- 0000- 6285			85.71	PATROL SUBSCRIPTION			Training Expense	N
12		01- 251- 000- 0000- 6285			3,600.00		4 Transactions			
	974	League Of Mn Cities								
9	77828	Line- X								
		01- 201- 000- 0000- 6402			650.00	SQ 67 SUPPLIES	1 Transactions		Supplies	N
	77828	Line- X			650.00					
13056		Mille Lacs Cty Auditor Treasurer								

**** Mille Lacs County ****



Page 3

MLKAREN
12/30/20 3:01PM
1 County Revenue Fund

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor Name	No.	Account/Formula	Rpt	Accf	Amount	Warrant Description	Service Dates	Invoice #	Account/Formula Description	1099
									Paid On Bhf #	On Behalf of Name
6		01-060-000-0000-6803			4,490.00	ORV PARK 14-032-0400			Miscellaneous Expense	N
7		01-060-000-0000-6803			452.00	ORV PARK 14-033-0800			Miscellaneous Expense	N
13056		Mille Lacs Cty Auditor Treasurer			4,942.00		2 Transactions			
13282		Mn Dept Of Finance								
15		01-221-000-0000-6832			4.00	%FORF ICR# 17014994			Distribution % Of Forfiture Proceed	N
16		01-221-000-0000-6832			6.20	%FORF 18015982			Distribution % Of Forfiture Proceed	N
13282		Mn Dept Of Finance			10.20		2 Transactions			
50470		Office Depot Inc			937.45	A/T OFFICE CHAIRS (5)			Office Supplies	N
50470		Office Depot Inc			937.45		1 Transactions			
999999993		PUBLIC SAFETY WAREHOUSE								
18		01-201-000-0000-6605			2,400.00	RADARS FOR NEW SQUADS			Vehicles	N
999999993		PUBLIC SAFETY WAREHOUSE			2,400.00		1 Transactions			
999999993		SALO/AUSTIN								
19		01-236-000-0000-5660			456.00	RETURN FORF ICR# 20007383			Pending Forfeiture Funds	N
999999993		SALO/AUSTIN			456.00		1 Transactions			
77818		WEX Bank								
20		01-060-000-0000-6563			268.56	FLEET CAR FUEL			Gasoline	N
21		01-110-000-0000-6563			90.61	VEHICLE 1408			Gasoline	N
22		01-617-000-0000-6563			22.13	ER TRUCK 22			Gasoline	N
23		01-617-000-0000-6563			40.49	ER TRUCK 1413			Gasoline	N
77818		WEX Bank			421.79		4 Transactions			
1 Fund Total:					15,305.39	County Revenue Fund			15 Vendors	23 Transactions

MLKAREN
12/30/20 3:01PM
10 Public Works Department

**** Mille Lacs County ****
Audit List for Board AUDITOR'S VOUCHERS ENTRIES



Vendor Name No. Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bht #	Account/Formula Descripti On Behalf of Name	1099
77818 WEX Bank						
24 10- 340- 000- 0000- 6563		3,432.33	PW GAS		Gasoline	N
25 10- 340- 000- 0000- 6570		5,667.89	PW DIESEL		Diesel	N
77818 WEX Bank		9,100.22	2 Transactions			
10 Fund Total:		9,100.22	Public Works Department	1 Vendors	2 Transactions	

MLKAREN
12/30/20 3:01PM
11 Community and Veterans :

**** Mille Lacs County ****

Audit List for Board Auditor's Vouchers Entries

Page 5

Vendor Name	Warrant Description	Invoice #	Account/Formula Descripti	1099
No.	Account/Formula	Paid On Bhf #	On Behalf of Name	
139 Mn Child Support Payment Center	1 Transactions		Reimb Collections	N
139 Mn Child Support Payment Center	Community and Veterans Serv	1 Vendors	1 Transactions	
11 Fund Total:	17 Vendors	26 Transactions		
Final Total:	24,505.61			

MLKAREN
12/30/20

3:01PM

**** Mille Lacs County ****

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 6

Recap by Fund

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
1	15,305.39	County Revenue Fund
10	9,100.22	Public Works Department
11	100.00	Community and Veterans Serv
All Funds	24,505.61	Total
		Approved by, :
		
		
		

MLKAREN

12/28/20 10:55AM

1 County Revenue Fund

**** Mille Lacs County ****

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 2

Vendor Name	No.	Account/Formula	Rpt	Accr	Amount	Warrant Description	Service Dates	Invoice #	Account/Formula Description	1099
									Paid On Bhf #	On Behalf of Name
15	78199	BECKSTROM/TRACI			2,250.00	15 SSTS INSPECTIONS	1 Transactions		Professional Services	Y
	78199	BECKSTROM/TRACI			2,250.00					
1	3302	Centerpoint Energy Minnegasco			1,407.41	ACCT# 5827449- 9			Utility Services	N
2		01- 110- 000- 0000- 6251			381.82	ACCT# 5830488- 2			Utility Services	N
3		01- 110- 000- 0000- 6251			2,009.02	ACCT# 5822578- 0			Utility Services	N
	3302	Centerpoint Energy Minnegasco			3,798.25		3 Transactions			
4	5003	East Central Energy			3,386.53	ACCT# 206732200			Utility Services	N
5		01- 110- 000- 0000- 6251			874.89	ACCT# 48902			Utility Services	N
6		01- 110- 000- 0000- 6251			3,271.41	ACCT# 982454200			Utility Services	N
7		01- 110- 000- 0000- 6251			47.54	ACCT# 207104400			Utility Services	N
8		01- 110- 000- 0000- 6251			183.17	ACCT# 207104500			Utility Services	N
9		01- 283- 000- 0000- 6251			42.07	ONAMIA TOWER			Utility Services	N
	5003	East Central Energy			7,805.61		6 Transactions			
11	2927	Mille Lacs Cty Land Service Office			46.00	FLS REC FEE 09- 965- 0270	1 Transactions		Reimb Collections- Forf Land Sale	N
	2927	Mille Lacs Cty Land Service Office			46.00					
12	13106	Mille Lacs Drift Skippers Snowmobile Club			21,000.00	TRAIL MAINT			Snowmobile/Atv Trail Payments	N
13		01- 510- 000- 0000- 6850			17,011.44	TRAIL MAINT			Snowmobile/Atv Trail Payments	N
	13106	Mille Lacs Drift Skippers Snowmobile Club			38,011.44		2 Transactions			
17	13021	Mille Lacs Energy Coop			187.00	ACCT# 64- 55- 072- 01			Utility Services	N
18		01- 205- 000- 0000- 6251			55.00	ACCT# 64- 59- 204- 02			Utility Services	N
	13021	Mille Lacs Energy Coop			242.00		2 Transactions			
999999993	ROTZ/ANDREW									
16		01- 060- 000- 0000- 6838			150.00	DROPPED WHEN EXITING BUILDING	1 Transactions		Reimb collections- Taxes	N
999999993	ROTZ/ANDREW				150.00					
14	18091	Rum River Sno Riders			16,180.51	TRAIL MAINT			Snowmobile/Atv Trail Payments	N
		01- 510- 000- 0000- 6850								

MLKAREN

12/28/20 10:55AM

1 County Revenue Fund

**** Mille Lacs County ****

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 3

Vendor Name
No. Account/Formula
18091 Rum River Sno Riders

Rpt
ACCT

Amount
16,180.51

Warrant Description

Service Dates

1 Transactions

Invoice #

Account/Formula Descripti 1099

Paid On Bhf # On Behalf of Name

19 2587 Verizon Wireless
01- 201- 000- 0000- 6203

70.00
70.00

SURVEILLANCE FEE ICR 20- 11375

1 Transactions

Phone

N

1 Fund Total:

68,553.81

County Revenue Fund

9 Vendors

18 Transactions

MLKAREN

12/28/20 10:55AM

37 Capital Projects Fund

**** Mille Lacs County ****

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor Name
No. Account/Formula
5003 East Central Energy
10 37-873-000-0000-6603
5003 East Central Energy

Rpt
Accr

Amount

Warrant Description
Service Dates

Invoice # Account/Formula Descripti 1099
Paid On Bhf # On Behalf of Name

298.48 WAHKON TOWER 1 Transactions Equip,Furniture,Fixtures N
298.48 1 Transactions

37 Fund Total:

298.48 Capital Projects Fund 1 Vendors 1 Transactions

Final Total:

68,852.29 10 Vendors 19 Transactions

MLKAREN
12/28/20

10:55AM

**** Mille Lacs County ****

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 5

Recap by Fund		<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
		1	68,553.81	County Revenue Fund	
		37	298.48	Capital Projects Fund	
		All Funds	68,852.29	Total	
				Approved by,	
					
					

Board Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 01/19/21

(Board meets the 1st and 3rd Tuesday of each month)

Title of Item for Consideration: Approve Payment to Counsel for Legal Services	
Consent Agenda ☒ Approve/Deny Motion ☐ Information Only ☐ Schedule Public Hearing* <i>*provide sample notice that will run in paper</i>	Regular Agenda – Estimate Time Needed: _____ minutes ☐ Approve/Deny Motion ☐ Discussion Item ☐ Direction Requested ☐ Hold Public Hearing* ☐ Presentation of Information <i>*provide copy of hearing notice that was published</i>
Submitted by: Pat Oman	Department: ASO
Who will attend the meeting and be able to respond to questions? Give name and title: Pat Oman, County Administrator	
Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates): Authorize payment to Kelley, Wolter, & Scott, P.A. for legal services relating to the federal lawsuit, Court File No. 17-cv-5155 in the amount of \$42,501.41 for Fees from October 2020.	
Alternatives/Options/Comments:	
Recommended Action/Motion: Approve payment to Kelly, Wolter, & Scott, P.A. for legal services.	
Financial Impact: Is there a cost associated with this request? ☒ Yes ☐ No What is the total cost, including tax and shipping? \$42,501.41 Are funds available in the budget? ☒ Yes ☐ No If no, please explain:	
Additional Information Attached: ☐ Contract/Agreement Approved by County Attorney's Office: ☐ Yes ☐ No If no, please explain: _____ ☐ Minutes of Relevant Meeting(s) ☒ Background Information (such as price quotes, etc.) Invoices	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	

Requested Meeting Date: 01/19/21

(Board meets the 1st and 3rd Tuesday of each month)

Title of Item for Consideration: Approve Payment to Counsel for Legal Services	
Consent Agenda ☒ Approve/Deny Motion ☐ Information Only ☐ Schedule Public Hearing* <i>*provide sample notice that will run in paper</i>	Regular Agenda – Estimate Time Needed: _____ minutes ☐ Approve/Deny Motion ☐ Discussion Item ☐ Direction Requested ☐ Hold Public Hearing* ☐ Presentation of Information <i>*provide copy of hearing notice that was published</i>
Submitted by: Pat Oman	Department: ASO
Who will attend the meeting and be able to respond to questions? Give name and title: Pat Oman, County Administrator	
Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates): Authorize payment to Nolan, Thompson & Leighton, PLC for legal services relating to the Mille Lacs County Cooperative Agreement matters and federal lawsuit, Court File No. 17-cv-5155 for Mille Lacs County in the amount of \$34,865.00 for fees from April 1-April 30, 2020 and in the amount of \$19,651.70 for fees from December 16- December 31, 2020.	
Alternatives/Options/Comments:	
Recommended Action/Motion: Approve payment to Nolan, Thompson & Leighton, PLC for legal services for Mille Lacs County	
Financial Impact: Is there a cost associated with this request? ☒ Yes ☐ No What is the total cost, including tax and shipping? \$54,516.70 Are funds available in the budget? ☒ Yes ☐ No If no, please explain:	
Additional Information Attached: ☐ Contract/Agreement Approved by County Attorney's Office: ☐ Yes ☐ No If no, please explain: _____ ☐ Minutes of Relevant Meeting(s) ☐ Background Information (such as price quotes, etc.)	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	

Board Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 01/19/21

(Board meets the 1st and 3rd Tuesday of each month)

Title of Item for Consideration: Consider 2021 Computer Purchase	
Consent Agenda ☒ Approve/Deny Motion ☐ Information Only ☐ Schedule Public Hearing* <i>*provide sample notice that will run in paper</i>	Regular Agenda – Estimate Time Needed: _____ minutes ☐ Approve/Deny Motion ☐ Discussion Item ☐ Direction Requested ☐ Hold Public Hearing* ☐ Presentation of Information <i>*provide copy of hearing notice that was published</i>
Submitted by: Michael Virnig	Department: Technology Services
Who will attend the meeting and be able to respond to questions? Give name and title: Michael Virnig, Technology Services Manager	
Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates): 2021 Computer purchase for 8 desktop workstations. These workstations are replacement computers for the PSAP Dispatch center and Door Control systems in the jail and County offices. Dell quote sheets are attached for the laptops.	
Alternatives/Options/Comments:	
Recommended Action/Motion: Approve Computer Purchase from Dell Computers	
Financial Impact: Is there a cost associated with this request? ☒ Yes ☐ No What is the total cost, including tax and shipping? \$6,796.88 Are funds available in the budget? ☒ Yes ☐ No If no, please explain:	
Additional Information Attached: ☐ Contract/Agreement Approved by County Attorney's Office: ☐ Yes ☐ No If no, please explain: _____ ☐ Minutes of Relevant Meeting(s) ☒ Background Information (such as price quotes, etc.) Quotes	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	3000076742309.1	Sales Rep	Joseph Cantu
Total	\$3,422.28	Phone	(800) 456-3355, 6180318
Customer #	6216604	Email	Joseph_Cantu@Dell.com
Quoted On	Jan. 12, 2021	Billing To	ACCOUNTS PAYABLE
Expires by	Feb. 11, 2021		MILLE LACS COUNTY
Deal ID	13048380		635 2ND ST SE
			MILACA, MN 56353-1305

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Joseph Cantu

Shipping Group

Shipping To	Shipping Method
MICHAEL VIRNIG	Standard Delivery
MILLE LACS COUNTY	
635 2ND ST SE	
MILACA, MN 56353-1305	
(320) 983-8480	

Product	Unit Price	Qty	Subtotal
OptiPlex 7080 Micro	\$1,063.98	3	\$3,191.94
Dell Multi-Device Wireless Keyboard and Mouse Combo - KM7120W	\$57.59	3	\$172.77
Dell OptiPlex Micro VESA Mount with adapter box, Kit	\$19.19	3	\$57.57

4.6

Subtotal:	\$3,422.28
Shipping:	\$0.00
Non-Taxable Amount:	\$3,422.28
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$3,422.28
--------	------------

Consult your DFS rep. Special lease pricing may be available.



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	3000076726673.1	Sales Rep	Joseph Cantu
Total	\$3,374.60	Phone	(800) 456-3355, 6180318
Customer #	6216604	Email	Joseph_Cantu@Dell.com
Quoted On	Jan. 12, 2021	Billing To	ACCOUNTS PAYABLE
Expires by	Feb. 11, 2021		MILLE LACS COUNTY
Deal ID	13048380		635 2ND ST SE
			MILACA, MN 56353-1305

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order.
Thank you for shopping with Dell!

Regards,
Joseph Cantu

Shipping Group

Shipping To	Shipping Method
MICHAEL VIRNIG	Standard Delivery
MILLE LACS COUNTY	
635 2ND ST SE	
MILACA, MN 56353-1305	
(320) 983-8480	

Product	Unit Price	Qty	Subtotal
OptiPlex 3080 Micro	\$674.92	5	\$3,374.60

4.6

Subtotal:	\$3,374.60
Shipping:	\$0.00
Non-Taxable Amount:	\$3,374.60
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
Total:	\$3,374.60

Consult your DFS rep. Special lease pricing may be available.

Requested Meeting Date: 01/19/21

(Board meets the 1st and 3rd Tuesday of each month)

Title of Item for Consideration:

Consider Tri-Cap Purchase of Service Agreement for Transportation Services

Consent Agenda

☒ Approve/Deny Motion ☐ Information Only
☐ Schedule Public Hearing*

*provide sample notice that will run in paper

Regular Agenda – Estimate Time Needed: _____ minutes

☐ Approve/Deny Motion ☐ Discussion Item
☐ Direction Requested ☐ Hold Public Hearing*
☐ Presentation of Information

*provide copy of hearing notice that was published

Submitted by:

Beth Crook, Director

Department:

CVS

Who will attend the meeting and be able to respond to questions? Give name and title:

Beth Crook, CVS Director

Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates):

Annual renewal of our Purchase of Service Agreement with Tri-County Action Programs, Inc. This purchase of service agreement outlines transportation services and costs associated with the service provided to MLC residents that are enrolled in Medical Assistance programs.

Alternatives/Options/Comments:

N/A

Recommended Action/Motion:

Please review and approve agreement

Financial Impact:

Is there a cost associated with this request? ☒ Yes ☐ No

What is the total cost, including tax and shipping? \$85,000 approximate

Are funds available in the budget? ☒ Yes ☐ No If no, please explain:

Additional Information Attached:

☒ Contract/Agreement

Approved by County Attorney's Office: ☒ Yes ☐ No If no, please explain: pending CAO review

☐ Minutes of Relevant Meeting(s)

☐ Background Information (such as price quotes, etc.)

Board action: (for use by Recording Secretary)

☐ Approved ☐ Denied ☐ Tabled: _____

PURCHASE OF SERVICE AGREEMENT AND LEAD COUNTY CONTRACT

This Agreement is made and entered into by and between the Mille Lacs County (herein the "County") and Tri-County Action Program, Inc. (herein the "Contractor"). The names and addresses for purposes of correspondence and notices under this Contract shall be accomplished through the Authorized Representative of the parties, as identified by name and address at Section 11.K.4 of this Contract.

WHEREAS, pursuant to Minn. Stat. 402.02, subd. 2, Local Human Services Board's Powers and Duties, and Minn. Stat. Ch. 256M, the Children and Community Services Act, the County has identified a certain population within the County of Mille Lacs who are in need of transportation services; and

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

WHEREAS, pursuant to Minn. Stat. Ch. 402 and Minn. Stat. Ch. 256M, the County wishes to purchase such services from the Contractor.

NOW, THEREFORE, the County and the Contractor have established mutual understandings and agree to the following:

I. DEFINITIONS

Unless the context indicates otherwise, the terms in this Contract have the meanings given in this section.

- A. Client/Eligible Recipient. "Client" or "Eligible Recipient" means an individual or family who meets the state and/or federally funded program eligibility criteria as determined by the County of Financial Responsibility, and who receives services from the Contractor.
- B. Commissioner. "The Commissioner" means the Minnesota Commissioner of Human Services.
- C. Contract. "This Contract" means this Purchase of Service Agreement and Lead County Contract.
- D. Contract Manager. "The Contract Manager" means the Director employed by the County through Mille Lacs County Community and Veteran Services.
- E. County of Financial Responsibility. "County of Financial Responsibility" has the meaning given in Minn. Stat. 256G.02, subd. 4.
- F. Department. "The Department" means the Mille Lacs County Community and Veteran Services.
- G. Individual Service Plan (ISP). "Individual Service Plan" or "ISP" is a person centered plan which establishes needs and goals for the individual, and which is developed by the County in accordance with the criteria required by the program the individual receives services under.
- H. Lead county Contract. "Lead county Contract" is a contract entered into between a County (not the county of Financial Responsibility) and the service provider (Contractor). Agencies that purchase services from the Contractor may choose to do so under a Lead County Contract as specified in Minnesota Statute 256.0012. Such agencies shall be financially responsible under the terms of the Lead County Contract and shall abide by its terms with regard to those clients they refer to Contractor for services. The County shall make available upon request of agencies, copies of their Lead County Contract(s).

- I. Program Transportation. "Program Transportation" means transportation authorized by the Department for a client, which such transportation is not reimbursable as Health Care Access Transportation, Specialized Transportation, or under a Medical Assistance waiver program.
- J. Public Transportation. "Public Transportation" means transportation afforded to clients by mode of common carrier, such as taxi, bus (intra-state or inter-state) or airplane. This definition does not include transportation that is reimbursable as Health Care Access Transportation, Specialized Transportation, or under a Medical Assistance waiver program.
- K. Ride. "Ride" means the transport of a client from an agreed and identified starting location to an agreed and identified destination, with one or more intermediate stops.
- L. Ride Coordination Services. "Ride Coordination Services" means those services necessary to manage cost-effective transportation for clients, including, but not limited to, matching of ride requests with available resources; acting as a clearinghouse for a ride requests to match each request with the lowest cost provider to meet the needs of the passenger; providing quality control of volunteer drivers by conducting background checks, periodic training and evaluation of driver credentials; equipping vehicles as necessary with passenger safety equipment required by law or rule, and tracking and responding to concerns about services delivered.
- M. Service Plan/Community Support Plan/Plan of Care/Person Centered Service Plan or CSP. CSP, also known as "Service Plan," "Community Support Plan," "Plan of Care" or "Person Centered Service Plan," are plans which Counties are permitted to develop in formats of their choice for CADI, CAC and TBI waivers. All the information required by each waiver must be included in whatever format the County uses. The following information is to be included in each plan. Types of services to be provided:
 - i. Amount, frequency, and duration of each service to be provided.
 - ii. Types of providers to furnish each service.
 - iii. Documentation the person has the freedom of choice.
 - iv. Documentation that health and safety needs are met.
- N. Services Agreement. "Services Agreement" means the Social Service Information System (SSIS) form or other document used to authorize services(s) for a given client.
- O. Transportation Services. "Transportation Services" means services under this Contract for clients determined eligible with mode of transport being common carrier, motor vehicle operated by volunteer driver, or vehicle operated by appropriately licensed transportation provider. Referrals for transportation services by the Department shall identify whether such transportation is to be funded as Program transportation or Waiver Transportation. The Contractor shall confirm eligibility for clients so identified. This contract does not include any health care access transportation.
- P. Volunteer Driver Program. "Volunteer Driver Program" means a program in which transportation is provided to clients by volunteers who driver their own vehicles.
- Q. Waiver Transportation. "Waiver Transportation" means transportation that is not reimbursable as Health Care Access Transportation or Specialized Transportation. It means transportation which is funded by one of the Medicaid Waivers for an eligible client, as approved by the Department.

II. TERMS OF CONTRACT

- A. **Contract Period.** Notwithstanding the date of signatures by the parties, the Contract period is from January 1, 2020 through December 31, 2020, unless otherwise terminated by law or a provision of this contract. It is further understood and agreed that this Contract may be unilaterally extended by the County for an addition period of thirty (30) days by written notice from the County mailed to the Contractor at least ten (10) business days prior to the end of the Contract period set forth above. In the event that this Contract is extended pursuant to this clause, any change in fees contained in a subsequent contract may be made retroactive to the termination date of this Contract first above set forth.
- B. **Description of Services.** The County agrees to purchase and the Contractor agrees to provide Ride Coordination Services and Transportation Services as specified in the recipient's individual plan and authorized by the County of Financial Responsibility. If applicable, the Individual Service plan, Individual Care Plan, Individual Support Plan or Community Support Plan is incorporated by reference into this contract. No coordination service or transportation service which is reimbursable as Health Care Assess Transportation or Specialized Transportation will be provided pursuant to this contract.
- C. **Contract Appendix.** The appendix to this Contract entitled "CONTRACT APPENDIX," attached hereto, is a part of this Contract.
- D. **Payment.** The total amount to be paid pursuant to this Contract shall not exceed the amount authorized in client' service agreement(s), nor shall it exceed an amount equal to the number of service units actually provided, multiplied by the payment rate under Section 11.E of this Contract.
- E. **Payment Rate(s).**
 - For Ride Coordination Services, The Board shall pay \$7.25 per one-way ride in calendar year 2020.
 - For Transportation Services delivered as part of Program Transportation, the Contractor may bill for:
 - Volunteer Driver Program services at the rates set out in the schedule below:
 - Mileage: IRS allowable rate
 - Start Up: Drivers will be paid \$4.00 for each day that they are assigned a trip. Only one start up is paid per day.
 - Meals: \$4.00 for breakfast
 - \$5.50 for Lunch
 - \$6.50 for Supper
 - Public Transportation shall be billed at actual cost incurred, except for Tri-Cap buses, which shall be billed at \$9.30 per round trip per client.
1. These rates are inclusive of all direct service and administrative costs billable pursuant to this contract. The Contractor shall not bill for any additional administrative or other costs associated with providing services purchased pursuant to this contract.

2. These rates are subject to change if rate increases or decreases are mandated by the Minnesota Legislature. If within a Contract period, the Minnesota Legislature mandates a rate increase or decrease for any service purchased pursuant to this Contract or any extension thereof, service rates shall be adjusted to meet the mandated rate change and no addendum to this Contract shall be required. Any interpretation pertaining to eligibility for a rate increase as well as the exact amount of rate increase granted shall be at the sole discretion of the Department.

3. It is understood and agreed by the parties that the County and any County of Financial Responsibility assume no responsibility or obligation to purchase from the Contractor any minimum amount of services.

F. Service Delivery and Contractor Obligations

1. Location. The Contractor shall provide all services at such location as designated in the client's Individual Services Plan.

2. Eligibility/Authorization

- a. A Client's eligibility to receive services shall be determined by the County of Financial Responsibility based on eligibility criteria established by federal, state, and other lawful requirements.
- b. Services shall not be provided to clients who are not determined eligible.
- c. Prior to rendering services, the Contractor must obtain authorization to provide services from the County of Financial Responsibility pursuant to procedures established by that County. If the County of Financial Responsibility is not Mille Lacs County, the Mille Lacs County assumes no financial responsibility to the Contractor for services purchased pursuant to this contract.
- d. The Contractor shall not render any service to a client prior to or after the dates authorized in the client's Service Agreement(s).

3. Individualization. The amount, frequency and duration of purchased services shall be provided in accordance with the client's Individual Service Plan and Service Agreement, and shall be directed towards each client's achievement of Service Plan goals.

4. Individual Service Termination.

- a. County Initiated. Upon request of the County of Financial Responsibility, services for a given client shall be terminated prior to or on the ending date authorized in the client's Service Agreement.
- b. Contractor Initiated. If prior to the last day of service authorized in the Service Agreement, the Contractor proposes to terminate services being rendered to a client, or agrees to a termination of services which is not requested by the County of Financial Responsibility, the Contractor shall provide a written notice delivered by U.S. mail or in person to both the client and the County through the CVS Department, received by both parties at least thirty (30) calendar days prior to the proposed service termination date. The notice must state the specific reasons for the service termination.

- c. Written Procedures. The Contractor agrees to establish and provide to the County written procedures for terminating services to a recipient. The written procedures shall include provision for notification of the case manager, person to be discharged, the person's parent or legal representative. The written procedures shall also provide for assistance in developing or securing alternative services and assuring a smooth transition to other services. A written summary of information and transfer of records will be included in the procedure.

5. Records, Reports and Evaluations.

- a. The Contractor shall fully cooperate with the Department with the respect to the Department's monitoring and evaluating activities pertaining to services purchased pursuant to this contract. The Department's monitoring and evaluating activities include, but are not limited to: on-site visits to the Contractor's premises or job site, with or without prior notice; review of client/recipient files, review of the Contractor's financial, statistical and program records; and review of other reports and data. The Contractor shall allow personnel of the Department access to the Contractor's records and premises.
- b. The Contractor shall, upon reasonable notice, meet with Department personnel to assist the Department in the evaluation of services.
- c. The Contractor shall maintain a bookkeeping system which sufficiently and properly reflects all revenue received and all direct and indirect costs incurred in the performance of this Contract.
- d. The Contractor shall maintain and furnish the Department with all program and fiscal records requested by the Department. All records requested by the Department shall be furnished to the Department by the Contractor within fifteen calendar (15) days of the Department's request, unless otherwise directed by the Department. These records may include, but are not necessarily limited to the following:
 - 1) The names of clients served and dates services were rendered to each client;
 - 2) A description of the services provided;
 - 3) Individualized program or habilitation plans, at least annually if not required otherwise, for each client served, developed to help each client reach goals established in their Individual Service Plan;
 - 4) A written program and statistical report in a form approved or provided by the Department;
 - 5) Quarterly or monthly line item expense and revenue reports;
 - 6) Revenue and expense statement and balance sheets;
 - 7) Annual certified audit and the auditor's management letter within one hundred twenty (120) calendar days of the end of any Contractor's fiscal year which covers all or a portion of the Contract term; and
 - 8) Proof of insurance, protections, required pursuant to this contract. With or without a Department request, the Contractor shall notify the Department of any material

changes in insurance protections as provided in Section VII of the CONTRACT
APPENDIX.

- e. The Contractor shall furnish the Department with information regarding any revenue received for services purchased under this Contract. In the event the Contractor receives revenue other than from purchases pursuant to this contract, and such revenue is used to cover any costs which are reflected in the service rates as determined by the Department, including payment to personnel for time associated with rendering such services, then the amount of that revenue shall be deducted from the amount to which the Contractor would otherwise be entitled to under this Contract. The Contractor further agrees to refund, with or without request, any and all such excess payment to the Department within thirty (30) calendar days of discovering the excess revenue or within thirty (30) calendar days of a request for such a refund from the Department.
 - f. The Contractor shall comply with the audit standards set forth in the Uniform Single Audit Act of 1984, P.L. 98-502, and other audit standards as determined applicable by the Department.
 - g. The Contractor shall comply with the Department's requests pertaining to developing outcome measurements and documenting outcomes as well as associated methodologies and procedures. The Contractor shall provide the Department with all outcome-related information requested by the Department.
6. Standards Compliance. The Contractor shall assure all services rendered meet applicable licensing requirements, policies and standards of the Department and Commissioner, federal and state regulations, as well as Minnesota Statutes and Minnesota Rules governing such services. The Contractor shall maintain sufficient staff, facilities, and equipment to render services in accordance with this Contract.
 7. Staff Qualifications. The Contractor shall provide the Department with such information regarding the qualifications of its staff, including professionals, volunteers, and others, as may be required by the Department to verify that present and subsequent services are being rendered by competent, trained and properly licensed or certified personnel.
 8. Staff Training. The Contractor agrees to provide or arrange for staff training as required by law and as specified in the respective individual plan of each person served under this Contract. A copy of the staff training plan shall be provided to the County on an annual basis.
 9. Maltreatment Reporting Requirements. Contractors who provide services to recipients must comply with the maltreatment reporting requirements as defined in Minnesota Statutes 626.556 and 626.557.
 10. Management Change. The Contractor shall notify the Department within then (10) calendar days of any change of ownership, organizational structure, board of directors, executive director, or chief operating officer.
 11. Client Grievance. The Contractor shall establish a means by which clients may present any grievances pertaining to the services rendered, and shall advise clients as to said procedures.

12. Bonding. The Contractor shall obtain and maintain, for the entire Contract period, a fidelity bond in the amount of five thousand dollars (\$5,000), covering the activity of its personnel authorized to receive or distribute money.
 13. Insurance Requirements. The Contractor shall keep in force, as a minimum, the insurance protections listed in Section VII of the CONTRACT APPENDIX. Prior to providing services, the Contractor shall furnish the Department with a copy of applicable insurance certificate(s) or other proof that required insurance protections are in force.
- G. Collection of fees. If requested by the Department, the Contractor shall cooperate in the collection of fees from clients who are legally required to pay for services pursuant to the terms of this Contract, including but not limited to providing accurate record keeping and appearing as witness where required in any action for collection. The Contractor agrees to provide the county with information about the fees collected and the source of the fees collected. Fees shall be charged and collected for eligible clients in accordance with Minn. Stat. 2566.14, and/or the fee policy and schedule adopted by the Board and approved by the Commissioner, when such approval is required.
- H. Billing and Payment
1. Billing Procedures
 - a. The Contractor is required to bill third parties rendered under the terms of this contract for Waiver Transportation Services. The Contractor is not required to bill third parties for services rendered under the terms of this Contract for Program Transportation services. The contractor may bill the county of Financial Responsibility for the services rendered to that client. If the County of Financial Responsibility is not Mille Lacs County, the Contractor shall not bill Mille Lacs County.
 - b. Billing the County
 - 1) Unless otherwise requested by the Department, in cases where Mille Lacs County is the County of Financial Responsibility, the Contractor shall, within thirty (30) working days, but in no event more than 120 calendar days, following the last day of each calendar month in which services were provided, submit an invoice and request for payment on an invoice form acceptable to the Department.
 - c. Each invoice shall certify expenditures and itemize (as applicable): the period of time covered by the invoice, the name(s) of the client(s) for whom the service(s) were rendered, a general description of the type of service(s) rendered: the date service(s) were rendered by type of service, and the number of miles traveled differentiated by loaded and no-loaded miles. Such invoice for reimbursement of no-loaded mileage shall provide such detail as the Department may reasonably require to allow evaluation of cost-effectiveness and other factors.
 - 1) The County shall make payment to the Contractor within thirty-five (35) calendar days of the date on which the invoice is received.

- 2) If the invoice is incorrect, defective, or otherwise improper, the Department shall notify the Contractor, and request a corrected invoice. Upon receiving the corrected invoice from the Contractor, the County shall make payment within forty-five (45) calendar days.
 - d. Billing Other Counties. In all cases where Mille Lacs County is not the County of Financial Responsibility, as determined pursuant to Minn. Stat. Ch. 256G, the contractor shall bill the county of Financial Responsibility directly, according to that County's established procedures. In such cases, the county of Financial Responsibility shall make payment directly to the Contractor according that County's established procedures.
2. Payment withheld. Payment for any service may be withheld if either the Department or Commissioner determines the service was:
 - a. performed in violation of federal, state, or local laws/ordinances, rules or regulations;
 - b. delivered in a manner that violated ethical standards, as determined by the Department.

If payment is withheld under this section and the Contractor believes withholding payment in that circumstance is arbitrary, capricious, or otherwise unfair, and the matter has not been disposed of by negotiation and agreement, it shall be considered a dispute and shall be handled according to Section 11.J of this Contract.

3. Time Limit for Billing. The Contractor agrees that invoices submitted more than 120 days following the last day of the calendar month in which services were provided may, at the County's discretion, be rejected for payment.
- I. Contract manager. The Contract Manager shall offer consultation and assistance to the Contractor to help insure compliance with this Contract. For matters specifically pertaining to this Contract, the Contract Manager shall also provide requested services as a liaison between the Contractor, the Department, the Commissioner, and other counties of Financial Responsibility.
 - J. Disputes.
 1. Contract Manager Authority. Except as otherwise provided in this Contract or applicable Law, any dispute concerning a question of fact arising under this Contract which is not disposed of by negotiation and agreement shall be decided by the Contract Manager, who shall reduce the decision to writing and provide a copy of such to the Contractor. The decision of the Contract Manager shall be final and conclusive unless within thirty (30) calendar days from the date of receipt of such copy the Contractor shall make written request for reconsideration to the Administrator of the Department. Pending reconsideration by the Administrator under this Contract, the Contractor shall proceed diligently with the performance with this Contract in accordance with the Contract Manager's decision.
 2. Administrator's Review, Reconsideration and Final Decision. Within thirty (30) calendar days after receiving a request for reconsideration, the Administrator of the Department or the Administrator's designee (but not the Contract Manager) shall conduct a review

of the question giving rise to the dispute and give reconsideration to the decision of the Contract Manager. In connection with such review and reconsideration, the Contractor shall be afforded an opportunity to be heard.

Upon completion of such review, the Administrator of the Department shall reduce the decision made upon reconsideration to writing and provide a copy thereof to the Contractor and the Contract manager. The decision(s) of the Administrator after reconsideration shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence.

K. Contract Termination.

1. With or Without Cause. This Contract may be terminated prior to the last day of the contract period by either party, with or without cause, by giving thirty (30) calendar days written notice to the other party pursuant to section 11.K.4 of this contract. This Contract shall be terminated on the date of contract termination specified in the written notice or thirty (30) calendar days after the written notice is postmarked, whichever is later.

2. NON-APPROPRIATION. NOTWITHSTANDING ANY PROVISION OF THIS CONTRACT TO THE CONTRARY, THIS CONTRACT MAY BE IMMEDIATELY TERMINATED BY EITHER PARTY IN THE EVENT SUFFICIENT FUNDS FROM THE COUNTY, STATE, OR FEDERAL SOURCES ARE NOT APPROPRIATED, OBTAINED AND CONTINUED AT LEAST AT THE LEVEL RELIED ON FOR THE PERFORMANCE OF THIS CONTRACT, AND THE NON-APPROPRIATION OF FUNDS DID NOT RESULT FROM ANY ACT OF BAD FAITH ON THE PART OF THE COUNTY. IN THE EVENT OF SUCH TERMINATION, CONTRACTOR(S) SHALL BE ENTITLED TO PAYMENT, DETERMINED ON A PRO-RATA BASIS FOR SERVICES SATISFACTORILY PERFORMED

3. Contractor Default.

a. Reasons for Default. Unless cured or excused by the occurrence of an uncontrollable circumstance, each of the following shall constitute default on the part of the Contractor:

1) Loss of License. Notwithstanding any provision in this Contract to the contrary, the Contractor's loss of applicable licensure shall be cause for termination of this Contract effective the date such license is lost.

2) Client Safety. Notwithstanding provisions in this Contract to the contrary, this Contract may be terminated by the Board through the Department for any of the following reasons:

a) upon receipt by the board of a report of maltreatment to a vulnerable adult, as defined in Minn. Stat. 626.5572, subd. 15, who is a client of the Contractor, which meets the standard of a substantiated or inconclusive report under Minn. Stat. 626.5572, subd. 19 or subd. 11 respectively, and the Contractor does not make necessary changes to remedy the matter to the satisfaction of the Board;

b) upon receipt by the Board of a report of maltreatment to a child, as defined in Minn. Stat. 626.556, subd. 10e(a), which meets the standard of a determination of maltreatment under Minn. Stat. 626.556, subd. 10e, and the Contractor does not make necessary changes to remedy the matter to the satisfaction of the Board;

- c) upon receipt by the Board of a report that meets the standard that child or adult protective services are needed under Minn. Stat. 626.556, subd. 10e, and subd. 10e(b), or 626.557, subd. 10 (a) respectively, and the Contractor does not make necessary changes to remedy the matter to the satisfaction of the Board; or,
- d) the Board through the Department determines that the action or inaction of the Contractor has otherwise endangered the safety or well-being of any client.

Contract termination under Section 11.K.3.a 2) of this contract shall occur on the date specified in a written notice provided to the Contractor by the Board through the Department, and may occur immediately upon the Contractor's receipt of said notice.

- 3) Other Circumstances. Notwithstanding any provision in this Contract to the contrary, this Contract may be terminated by the Board if the Board determines:
 - a) The contractor is financially insolvent whether by bankruptcy, receivership, or other indicia that Contractor cannot meet its financial obligations;
 - b) The Contractor made material misrepresentations to the Board or Department;
 - c) The Contractor failed or will fail to fulfill any material provision of this Contract. The Contractor shall make every reasonable effort to maintain staff, facilities, and equipment to deliver services pursuant to this Contract. The Contractor shall notify the Board through the Department in writing whenever the contractor is unable to, or reasonably believes it is going to be unable to render the agreed upon quality and/or quantity of services. Such notice shall be made by regular U.S. mail or personal delivery to the Authorized Representative of the other party as defined in section 11.K.4 of this contract. Upon such notice the Board shall determine whether such inability requires a modification or termination of this Contract.
 - d) The Contractor made changes in policy or staff which, in the sole discretion of the Board compromise the quality of services rendered.
 - e) The Contractor is out of compliance with any material regulation or licensing requirement, or any applicable policy of the Commissioner or the Board, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority, and has not made necessary changes to remedy the matter to the satisfaction of the Board.
- b. Written Notice of Default. Unless a different procedure and/or effective date is provided within the specific article or paragraph of this Contract under which the default, failure, or breach occurs, no event shall constitute a default giving rise to the right to terminate unless and until written Notice of Default is given to the defaulting party, specifying the particular event, series of events, or failure constituting the default and cure period. Notice of default shall be made by regular U.S. mail, or personal delivery to the Authorized Representative of the other party as defined in section 11.K.4 of this contract.
- c. Cure Period. If the party in default fails to cure the specified circumstances as described by the Notice of Default within ten (10) days, or such additional time as may be specified in the Notice of Default or under the terms of this Contract, then the whole or any part of this Contract may be terminated by written Notice of Termination.

- d. Withholding of Payment. Notwithstanding any other provision of this Contract the Board may, after giving Notice of Default, withhold, without penalty or interest, any payment which becomes due after Notice of Default is given, until the default is excused or cured, or the Contract is terminated.
4. Written Notice of Termination. Notice of termination shall be made by certified mail, receipt requested or personal delivery to the Authorized Representative of the party. For the purpose of written notices of default or termination, the Authorized Representative of the Board shall be the Beth Crook, Community and Veterans Services Director, and the Authorized Representative of the Contractor shall be Lori Schultz, Tri-County Action Program, Inc. with address of 1210 23rd Avenue South, PO Box 683, Waite Park, Minnesota 56387.
5. Duties of Contractor upon Termination. Upon delivery of the Notice of Termination, and except as otherwise provided, the Contractor shall:
 - a. Discontinue performance of this Contract on the date and to the extent specified in the Notice of Termination;
 - b. Immediately notify all clients who are receiving services pursuant to this Contract;
 - c. Cancel all orders and subcontracts to the extent that they relate to the performance canceled by the Notice of Termination;
 - d. Complete performance of such terms as shall not have been canceled by the Notice of Termination;
 - e. Return all county property in their possession within seven (7) calendar days to the extent that it relates to the performance canceled by the Notice of Termination;
 - f. Submit a final invoice for services provided prior to termination, within thirty (30) days of the date of termination.
6. Duties of Department upon Termination. Upon delivery of the Notice of Termination and except as otherwise provided, the Department:
 - a. Shall make, within thirty (30) calendar days of receiving final invoice pursuant to section 11.K.5.f of this contract, final payment for any services satisfactorily provided up through the date of termination in accordance with the terms of this Contract;
 - b. Shall not be liable for any services provided after Notice of Termination, except as stated above or as authorized by the Department in writing.
7. Effect of Termination.
 - a. Liability and Rights. Termination of this Contract shall not discharge any liability, responsibility or right of any party which arises from the performance of or failure to adequately perform the terms of this contract prior to the effective date of termination. Nor shall termination discharge any obligation which by its nature would survive after the date of termination, including by way of illustration only and not limitation, standard assurances contain in the CONTRACT APPENDIX.

- b. Billable Service. Services rendered in accordance with this Contract after receipt of a notice of termination, but prior to the termination date, may be billed by the Contractor, if billed no more than thirty (30) days after the termination date.
- c. Service Delivery. Unless the Board through the Department directs otherwise, the Contractor shall continue to provide services in accordance to this Contract until the termination date. The Contractor shall not render any services on or after the termination date.

L. Rights, Remedies and Waivers.

- 1. Rights Cumulative. All remedies available to either party under the terms of this Contract or by law are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
 - 2. Waiver. A waiver regarding any default shall not constitute a waiver for any subsequent default. A waiver regarding any breach of any provision of this Contract shall not be construed as a modification of the terms of this Contract.
- M. Modifications. Any material change, alteration, or other modification of this Contract shall not take effect until after said modification is reduced to a written addendum to this Contract and signed by all authorized representatives of the parties.
- N. Subcontracting and Assignment. The contractor shall neither enter in to subcontracts for performance of this Contract nor assign this Contract without prior written approval of the Department and then only subject to such conditions as the Department may deem necessary.
- 1. Data Privacy.
 - a. All data collected, received, maintained, created, or disseminated, or used for any purposes in the course of the Contractor's performance of this Agreement shall be governed by: the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, hereafter referred to as "the Act", any other Minnesota Statutes and Minnesota Rules implementing the Act now in force or hereafter adopted, and applicable federal laws and regulations on data privacy. The Contractor agrees to strictly abide by the Act, other applicable Statutes, Rules, regulations and policies governing data practices as they are now and as they may be amended.
 - 2. Responsible Authority and Compliance Official.
 - a. The Board's Responsible Authority for purposes of this Contract and pursuant to the Act is the Administrator of the Mille Lacs County Community and Veteran Services. The Compliance Official is the County Administrator of the County of Mille Lacs.
 - b. The Contractor designates Lori Schultz as its Responsible Authority pursuant to Minn. Stat. 13.46, subd. 10(a)(4).
- P. Entire Agreement. With respect to the services stated in this Contract, the Contract represents the entire agreement between the Contractor and County, and supersedes all previous agreements between the parties, as well as any written agreements or Contracts presently in effect.

- Q. **Signing Authority.** The person executing this Contract on behalf of a party to this Contract represents and warrants that they are duly authorized by that party to do so, and that this Contract is a valid and binding obligation of that party.
- R. **Contractor Debarment.** The person executing this contract on behalf of the Contractor does certify that the Contractor and its Principals:
1. Are not presently debarred, suspended, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency;
 2. Have not within a three year period preceding this Contract: a) been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining or performing a public contract, b) violated any federal or state antitrust statutes, or c) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 3. Are not presently indicted or otherwise criminally or civilly charged by any governmental agency for: a) the commission of fraud or criminal offense in connection with obtaining or performing a public contract, b) the violation of any federal or state antitrust statutes, or c) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
 4. shall immediately give written notice to the Contract Manager should Contractor or any of its Principals come under investigation for allegations of any of the foregoing.

For the purposes of this Paragraph R, the term "Principals" means officers, directors, owners, partners and persons having primary management or supervisory responsibilities within a business entity.

- S. **HIPAA Representations.** To the extent applicable pursuant to the federal Health Insurance Portability and Accountability Act (HIPAA), Contractor agrees that it shall:
1. Not use or further disclose Protected Health Information (PHI), as defined in 45 C.F.R. Section 164.501, other than as permitted or required by this Contract, and further agrees that it shall not use or further disclose PHI in a manner that would violate requirements of HIPAA and its implementing regulations (45 CFR parts 160-64).
 2. Report to the Department any use or disclosure of PHI not provided for by this Contract of which it becomes aware, and shall ensure that any agents, including any subcontractor, to whom it provides or receives PHI, agree to the same restrictions and conditions that apply to Contractor with respect to such information.
 3. Develop, implement, maintain and use appropriate administrative, technical and physical safeguards to protect the privacy of PHI in compliance with 42 U.S.C. 132d-2(d), 45 CFR 164.530(c), and other applicable HIPAA regulations.
 4. Follow the procedures for access to PHI set out in 45 CFR 164.524.
 5. Upon receipt of notice from the Department, promptly amend or permit the Department access to amend any portion of the PHI which Contractor created for or received from the

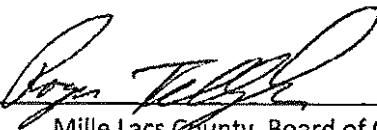
Department so that the Department may meet its amendment obligations under 4.5 CFR 164.526.

6. With the exception of disclosures of PHI made for the purposes specified in 45 CFR 164.528 (a)(u)-(ix), Contractor shall document and report each disclosure Contractor makes of PHI it creates or receives for or from the Department so the Department may comply with the requirements set forth at 45 CFR 164.528.

Contractor acknowledges and agrees that in the event Contractor breaches these HIPAA requirements, this contract may be terminated by the Department and the breach may be reported to the United States Department of Health and Human Services.

IN WITNESS WHEREOF, the Mille Lacs County and the Contractor have executed this Contract.

DATED: 12/11/19

BY: 
Mille Lacs County, Board of Commissioners
Chairperson

DATED: 12/11/19

BY: 
Lori Schultz, Executive Director
Tri-Cap

Contract Appendix**Mille Lacs County Community and Veteran Services****Non-Discrimination**

During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status, or public assistance status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without unlawful discrimination. Such action shall include, but not be limited to the following, employment; upgrading; demotion or transfer; recruitment or recruitment training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices, notices which set forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor' state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, disability, sexual orientation, marital status, or public assistance status.

No funds received under this Contract shall be used to provide religious or sectarian training or services.

The Contractor shall comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:

1. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. 2000e, et seq. which prohibits discrimination in employment because of race, color, religion, sex or national origin.
2. Civil Rights Act of 1964, Executive Order 11246, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex, or national origin.
3. The Rehabilitation Act of 1973, as amended, 29 U.S.C. 701, et seq. and 45 C.F.R 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to, or participation in, federally-funded services or employment.
4. The Age Discrimination in Employment Act of 1967, as amended, and Minnesota Statute 181.81, which generally prohibits discrimination because of age.
5. The Equal Pay Act of 1963, as amended, 29 U.S.C. 206, and Minn. Stat. 181.66 through 181.71, which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.
6. Minnesota Statute Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation. Or age. Contractor shall provide a current certificate of

compliance issued by the Commissioner of Human Rights pursuant to Minnesota Statute 363A.36, if applicable.

7. Minnesota Statute 181.59, which prohibits discrimination against any person by reason of race, creed, color in any state or political subdivision contract for materials, supplies or construction: Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the contract.
8. The Job Training Partnership Act of 1982, as amended and JTPA regulations which prohibit discrimination under any program funded in whole or in part with JTPA funds because of race, color, religion, sex, national origin, age, handicap, sexual orientation or political affiliation or beliefs. Although certain restrictions apply, generally persons cannot be denied participation in a JTPA simply because of their citizenship.

II Records, Disclosure/Audit/Retention

Contractor's books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription and audit by the County and either the Legislative or State Auditor for a minimum of six (6) years, pursuant to Minnesota Statute 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

Contractor shall also comply with the following financial requirements:

1. Use pre-numbered accounting documents for internal control over receipts, checks, and other related documents;
2. Segregate responsibilities; i.e. the person reconciling the bank statements shall not be the same person that issues the checks or handles receipting of cash;
3. Provide a statement indicating who is authorized to sign checks and checks shall not be signed by a signature stamp;
4. Reconcile bank statements on a monthly basis;
5. Provide annual verification of paid payroll taxes, unemployment taxes, and worker's compensation taxes; and,
6. Annually submit an audited financial statement with a corresponding management letter.

III Workers Health, Safety, and Training

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

IV Data Privacy

All data created, collected, received, stored, used, maintained or disseminated by Contractor in performing the contract shall be subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statute Ch. 13, and the Minnesota Rules implementing the Act now in force or hereafter adopted, as well as federal laws on data privacy. The Contractor shall strictly comply with these statutes and rules as if it were government entity provided that there shall be not duty on the part of Contractor to provide access to public data to the public if the public data are available from the County, except as otherwise required by the terms of the Contract. All subcontracts shall contain the same or similar data practices compliance requirements. The person employed by the Contractor to ensure compliance with the Minnesota Government Data Practices Act shall be Contractor's authorized representative, unless the Contractor's responsible authority is specified in the Contract, pursuant to Minnesota Statute 13.46, subd. 10(a)(4). The remedies available in Minnesota Statute 13.80 apply to the Contractor.

V Appeals

The Contractor shall assist the County in complying with the provisions of Minnesota Statute 256.045, Administrative and Judicial Review of Human Service Matters.

VI Reporting

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

VII Third-Party Beneficiary

Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, is an affected party under this Contract. Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or sue Contractor for any appropriate relief in law or equity, including but not limited to, rescission, damages or specific performance of all or any part of the Contract between the County Board and Contractor. Contractor specifically acknowledges that the county Board and the Minnesota Department of Human Services are entitled to, and may recover from Contractor, reasonable attorney's fees and cost and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party of the Contract or any other third party beneficiary, nor shall it be construed as a waiver of immunity under the eleventh Amendment to the United States Constitution or any other waiver of immunity. (Minnesota Statute 245.466, subd. 3; Minn. R. 9525.1870, subp. 2)

VIII Psychotherapist

Contractor has and shall continue to comply with the provision of Minnesota Statute Ch. 604.20, et seq. as amended, with regard to any currently or formerly employed psychotherapist and/or applicants for psychotherapist positions.

IX Independent Contractor Status

Contractor shall indemnify, hold harmless and defend the County of Mille Lacs, its officers, agents, commissioner, and employees against any and all liability, loss, costs, damages, expenses, claims or actions,

including attorney's fees which the County, its officers, agents, commissioners, and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of:

1. Any negligent or willful act of omission of Contractor, its agents, servants, officers, subcontractors, assignees, or employees, in the execution, performance, or failure to adequately perform Contractor's obligations pursuant to this Contract which causes bodily injury, death, personal injury, property loss or damage to another; or
2. Bodily or personal injury, death, or property loss or damage to any applicant or eligible recipient either while participating in or receiving the care and services to be furnished under this Contract or while on premises owned, leased, or operated by Contractor, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by Contractor or any officer, agent, subcontractor, assignee, or employee thereof; or
3. Any applicant or eligible recipient causing injury to, or damage to the property of another person during any time when Contractor or any officer, agent, subcontractor, assignee, or employee thereof has undertaken or is furnished the care and services called for under this Contract; or
4. Any claim or cause of action in equity or for damages arising out of employment or alleged employment by Contractor of discrimination in Contractor's employment practices.
5. It is understood and agree that the County's liability shall be limited by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivision) or other applicable law.

XI Insurance Requirements

Contractor further agrees that in order to protect itself as well as the County under the indemnity provisions set forth above, it will at all times during the term of this Contract keep in force the following insurance protection in the limits specified:

1. A general liability insurance policy, written on an Occurrence basis, with limits for Bodily Injury and Property Damage in an amount not less than \$1,500,000 for each occurrence, \$1,500,000 Personal Injury and Advertising Injury for each occurrence, \$4,000,000 Aggregate limit for Product Liability and Completed Operations liability claims and \$4,000,000 Aggregate for any number of claims. Such policy shall include Contractual liability coverage protecting the County, its commissions, officers, agents, and employees by specific endorsement or certificate acknowledging the contract between Contractor and County, naming the county as an additional insured.
2. An Automobile liability insurance policy, if applicable, written on an Occurrence basis, in an amount not less than \$1,500,000 per accident for property damage and \$500,000 for bodily injury and/or damages to any one person or a combined single limit of \$1,500,000 for total bodily injuries and/or damages from any one occurrence, covering Contractor-owned, and non-owned and hired vehicles used regularly in the provision of services under this agreement. Such policy shall include the County, its commissioners, officers, agents, and employees as additional insureds.
3. A Worker's Compensation insurance policy with limits as required by Minn. Stat. 176.182 including Employees Liability coverage with limits not less than \$100,000 each accident, for Bodily Injury by

Accident, \$100,000 each employee for Bodily Injury by disease and a \$500,000 total policy limit for Bodily Injury by Disease.

4. An umbrella or excess liability policy, written on an occurrence basis, may be used in conjunction with primary coverage limits to meet the above requirements. Such policy shall include the County, its commissioners, officers, agents, and employees as additional insureds.
5. All insurance shall be placed with insurers with a current A.M. Best Rating of no less than A:VII.
6. Unemployment Compensation Insurance required by law.
7. Prior to the effective date of this agreement and before work commences, Contractor shall provide evidence of all required coverage by furnishing an original Certificate of Insurance to the appropriate County Representative. Such Certificate shall be signed by a person authorized by the insurer to bind coverage, and shall provide a minimum of 60 days advance written notice of intent to cancel, suspend or reduce coverage.
8. The County may withhold payments for failure of Contractor to furnish proof of insurance coverage or to comply with the insurance requirements as stated above.

XII Non-Assignment and Subcontracting

The Contractor shall not enter into any subcontract for performance under this contract nor assign any interest in this contract without the prior written approval of Mille County and subject to such conditions and provisions as Mille Lacs County may deem necessary. Contractor shall be responsible for the performance of all subcontractors under this contract.

XIII Conflict of Interest

Contractor guarantees that no officer, employee, owner, agent, subcontractor or assignee shall have any interest in and will not acquire any interest, direct or indirect that would conflict in any manner or degree with performance of this contract.

XIV Income Tax Withholding Certificate

Pursuant to Minnesota Statute 270C.66, final payment under this contract will be withheld until the contractor furnishes the County with proof that payments have been made of all outstanding withholding taxes, penalties and interests. Proof shall be in the form of a certificate issued by the Commissioner of Revenue.

XV Personnel (Employees and Subcontractors) of the Contractor

The Contractor shall not be an individual, employ or subcontract with an individual, or use as a volunteer an individual who:

1. Has a conviction of, has admitted to has an adjudication of delinquency for, has been charged with, is awaiting trial for, or there is substantial evidence indicating that the individual has committed:
 - a. an act of physical abuse or sexual abuse as defined in Minn. Stat. 626.556 (Reporting of Maltreatment of Minors); and/or

- b. an act of abuse as defined in Minn. Stat. 626.5572 (Reporting of Maltreatment of Vulnerable Adults).
- 2. Has a conviction of, has admitted to, has an adjudication of delinquency for, has been charged with, is awaiting trial for, or a preponderance of the evidence indicates that he individual has committed:
 - a. neglect as defined in Minn. Stat. 626.556 or 626.5572 or abuse that is non-therapeutic conduct or illegal use of person or property as defined in Minn. Stat. 626.5572.

XVI Disabilities Act

In fulfilling its duties and responsibilities under this contract, Contractor shall comply with the Americans With Disabilities Act of 1990, Pub. L. 101-336, U.S.C.A. 12101, et seq. and regulations promulgated thereto.

XVII Survival Clause

Any section of this Agreement that by its terms contemplates or requires continuing effect following termination of this Agreement shall survive such termination. Specifically and without limitation, Section II, IV, V, X, and XI.

PURCHASE OF SERVICE AGREEMENT AND LEAD COUNTY CONTRACT

This Agreement is made and entered into by and between the Mille Lacs County (herein the "County") and Tri-County Action Program, Inc. (herein the "Contractor"). The names and addresses for the purposes of correspondence and notices under this Contract shall be accomplished through the Authorized Representative of the parties, as identified by name and address at Section 11.K.4 of this Contract.

WHEREAS, pursuant to Minn. Stat. 402.02, subd. 2, Local Human Services Board's Powers and Duties, and Minn. Stat. Ch. 256M, the Children and Community Services Act, the County has identified a certain population within the County of Mille Lacs who are in need of transportation services; and

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

WHEREAS, pursuant to Minn. Stat. Ch. 402 and Minn. Stat. Ch. 256M, the County wishes to purchase such services from the Contractor.

NOW, THEREFORE, the County and the Contractor have established mutual understandings and agree to the following:

I. DEFINITIONS

Unless the context indicates otherwise, the terms in this Contract have the meanings giving in this section.

- A. Client/Eligible Recipient. "Client" or "Eligible Recipient" means an individual or family who meets the state and/or federally funded program eligibility criteria as determined by the County of Financial Responsibility, and who receives services from the Contractor.
- B. Commissioner. "The Commissioner" means the Minnesota Commissioner of Human Services.
- C. Contract. "This Contract" means this Purchase of Service Agreement and Lead County Contract.
- D. Contract Manager. "The Contract Manager" means the Director employed by the County through Mille Lacs County Community and Veteran Services.
- E. County of Financial Responsibility. "County of Financial Responsibility" has the meaning given in Minn. Stat. 256G.02, subd. 4.
- F. Department. "The Department" means the Mille Lacs County Community and Veteran Services.
- G. Individual Service Plan (ISP). "Individual Service Plan" or "ISP" is a person centered plan which establishes needs and goals for the individual, and which is developed by the County in accordance with the criteria required by the program the individual receives services under.
- H. Lead County Contract. "Lead County Contract" is a contract entered into between a County (not the county of Financial Responsibility) and the service provider (Contractor). Agencies that purchase services from the Contractor may choose to do so under a Lead County Contract as specified in Minnesota Statute 256.0012. Such agencies shall be financially responsible under the terms of the Lead County Contract and shall abide by its terms with regard to those clients they refer to

Contractor for services. The County shall make available upon request of agencies, copies of their Lead County Contract(s).

- I. Program Transportation. "Program Transportation" means transportation authorized by the Department for a client, which such transportation is not reimbursable as Health Care Access Transportation, Specialized Transportation, or under a Medical Assistance waiver program.
- J. Public Transportation. "Public Transportation" means transportation afforded to clients by mode of common carrier, such as taxi, bus (intra-state or inter-state) or airplane. This definition does not include transportation that is reimbursable as Health Care Access Transportation, Specialized Transportation, or under a Medical Assistance waiver program.
- K. Ride. "Ride" means the transport of a client from an agreed and identified starting location to an agreed and identified destination, with one or more intermediate stops.
- L. Ride Coordination Services. "Ride Coordination Services" means those services necessary to manage cost-effective transportation for clients, including, but not limited to, matching of ride requests with available resources; acting as a clearinghouse for a ride requests to match each request with the lowest cost provider to meet the needs of the passenger; providing quality control of volunteer drivers by conducting background checks, periodic training or evaluation of driver credentials; equipping vehicles as necessary with passenger safety equipment required by law or rule, and tracking and responding to concerns about services delivered.
- M. Service Plan/Community Support Plan/Plan of Care/Person Centered Service Plan or CSP. CSP, also known as "Service Plan," "Community Support Plan," "Plan of Care" or "Person Centered Service Plan," are plans which Counties are permitted to develop in formats of their choice for CADI, CAC and TBI waivers. All the information required by each waiver must be included in whatever format the County uses. The following information is to be included in each plan. Types of services to be provided:
 - i. Amount, frequency, and duration of each service to be provided.
 - ii. Types of providers to furnish each service.
 - iii. Documentation the person has the freedom of choice.
 - iv. Documentation that health and safety needs are met.
- N. Services Agreement. "Services Agreement" means the Social Service Information System (SSIS) form or other document used to authorize service(s) for a given client.
- O. Transportation Services. "Transportation Services" means services under this Contract for clients determined eligible with mode of transport being common carrier, motor vehicle operated by volunteer driver, or vehicle operated by appropriately licensed transportation provider. Referrals for transportation services by the Department shall identify whether such transportation is to be funded as Program transportation or Waiver.
- P. Volunteer Driver Program. "Volunteer Driver Program" means a program in which transportation is provided to clients by volunteers who drive their own vehicles.

- Q. Waiver Transportation. "Waiver Transportation" means transportation that is not reimbursable as Health Care Access Transportation or Specialized Transportation. It means transportation which is funded by one of the Medicaid Waivers for an eligible client, as approved by the Department.

II. TERMS OF CONTRACT

- A. Contract Period. Notwithstanding the date of signatures by the parties, the Contract period is from January 1, 2021 through December 31, 2021, unless otherwise terminated by law or provision of this contract. It is further understood and agreed that this Contract may be unilaterally extended by the County for an addition period of thirty (30) days by written notice from the County mailed to the Contractor at least ten (10) business days prior to the end of the Contract period set forth above. In the event that this Contract is extended pursuant to this clause, any change in fees contained in a subsequent contract may be made retroactive to the termination date of this Contract first above set forth.
- B. Description of Services. The County agrees to purchase and the Contractor agrees to provide Ride Coordination Services and Transportation Services as specified in the recipient's individual plan and authorized by the County of Financial Responsibility. If applicable, the Individual Service Plan, Individual Care Plan, Individual Support Plan or Community Support Plan is incorporated by reference into this contract. No coordination service or transportation service which is reimbursable as Health Care Access Transportation or Specialized Transportation will be provided pursuant to this contract.
- C. Contract Appendix. The appendix to this Contract entitled "CONTRACT APPENDIX," attached hereto, is a part of this Contract.
- D. Payment. The total amount to be paid pursuant to this Contract shall not exceed the amount authorized in client's service agreement(s), nor shall it exceed an amount equal to the number of service units actually provided, multiplied by the payment rate under Section 11.E of this Contract.
- E. Payment Rate(s).
- For Ride Coordination Services, The Board shall pay \$7.25 per one-way ride in calendar year 2021.
 - For Transportation Services delivered as part of Program Transportation, the Contractor may bill for:
 - Volunteer Driver Program Services at the rates set out in the schedule below:

Mileage: IRS allowable rate

Start Up: Drivers will be paid \$4.00 for each day that they are assigned a trip. Only one start up is paid per day.

Meals: \$4.00 for Breakfast
\$4.50 for Lunch
\$6.50 for Dinner

- Public Transportation shall be billed at actual cost incurred, except for Tri-Cap buses, which shall be billed at \$9.30 per round trip per client.
1. These rates are inclusive of all direct service and administrative costs billable pursuant to this contract. The Contractor shall not bill for any additional administrative or other costs associated with providing services pursuant to this contract.
 2. These rates are subject to change if rate increases or decreases are mandated by the Minnesota Legislature. If within a Contract period, the Minnesota Legislature mandates a rate increase or decrease for any service purchases pursuant to this Contract or any extension thereof, service rates shall be adjusted to meet the mandated rate change and no addendum to this Contract shall be required. Any interpretation pertaining to eligibility for a rate increase as well as the exact amount of rate increase granted shall be at the sole discretion of the Department.
 3. It is understood and agreed by the parties that the County and any County of Financial Responsibility assume no responsibility or obligation to purchase from the Contractor any minimum amount of services.

F. Service Delivery and Contractor Obligations

1. Location. The Contractor shall provide all services at such location as designated in the client's Individual Services Plan.
2. Eligibility/Authorization
 - a. A Client's eligibility to receive services shall be determined by the County of Financial Responsibility based on eligibility criteria established by federal, state, and other lawful requirements.
 - b. Services shall not be provided to clients who are not determined eligible.
 - c. Prior to rendering services, the Contractor must obtain authorization to provide services from the County of Financial Responsibility pursuant to procedures established by that County. If the County of Financial Responsibility is not Mille Lacs County, the Mille Lacs County assumes no financial responsibility to the Contractor for services purchased pursuant to this contract.
 - d. The Contractor shall not render any service to a client prior to or after the dates authorized in the client's Service Agreement(s).
3. Individualization. The amount, frequency and duration of purchased services shall be provided in accordance with the client's Individual Service Plan and Service Agreement, and shall be directed towards each client's achievement of Service Plan goals.
4. Individual Service Termination.

- a. County Initiated. Upon request of the County of Financial Responsibility, services for a given client shall be terminated prior to or on the ending date authorized in the client's Service Agreement.
- b. Contractor Initiated. If prior to the last day of service authorized in the Service Agreement, the Contractor proposes to terminate services being rendered to a client, or agrees to a termination of services which is not requested by the County of Financial Responsibility, the Contractor shall provide a written notice delivered by U.S. mail or in person to both the client and the County through the CVS Department, received by both parties at least thirty (30) calendar days prior to the proposed service termination date. The notice must state the specific reasons for the service termination.
- c. Written Procedures. The Contractor agrees to establish and provide to the County written procedures for terminating services to a recipient. The written procedures shall include provision for notification of the case manager, person to be discharged, the person's parent or legal representative. The written procedures shall also provide for assistance in developing or securing alternative services and assuring a smooth transition to other services. A written summary of information and transfer of records will be included in the procedure.

5. Records, Reports and Evaluations.

- a. The Contractor shall fully cooperate with the Department with the respect to the Department's monitoring and evaluating activities pertaining to services purchased pursuant to this contract. The Department's monitoring and evaluating activities include, but are not limited to: on-site visits to the Contractor's premises or job site, with or without prior notice; review of client/recipient files, review of the Contractor's financial, statistical and program records; and review of other reports and data. The Contractor shall allow personnel of the Department access to the Contractor's records and premises.
- b. The Contractor shall, upon reasonable notice, meet with Department personnel to assist the Department in the evaluation of services.
- c. The Contractor shall maintain a bookkeeping system which sufficiently and properly reflects all revenue received and all direct and indirect costs incurred in the performance of this Contract.
- d. The Contractor shall maintain and furnish the Department with all program and fiscal records requested by the Department. All records requested by the Department shall be furnished to the Department by the Contractor within fifteen calendar (15) days of the Department's request, unless otherwise directed by the Department. These records may include, but are not necessarily limited to the following:
 - 1. The names of clients served and dates services were rendered to each client;
 - 2. A description of the services provided;

3. Individualized program or habilitation plans, at least annually if not required otherwise, for each client served, developed to help each client reach goals established in their Individual Service Plan;
 4. A written program and statistical report in a form approved or provided by the Department;
 5. Quarterly or monthly line item expense and revenue reports;
 6. Revenue and expense statement and balance sheets;
 7. Annual certified audit and the auditor's management letter within one hundred twenty (120) calendar days of the end of any Contractor's fiscal year which covers all or a portion of the Contract term; and
 8. Proof of insurance, protections, required pursuant to this contract. With or without a Department request, the Contractor shall notify the Department of any material changes in insurance protections as provided in Section VII of the CONTRACT APPENDIX.
- e. The Contractor shall furnish the Department with information regarding any revenue received for services purchased under this Contract. In the event the Contractor receives revenue other than from purchases pursuant to this contract, and such revenue is used to cover any costs which are reflected in the service rates as determined by the Department, including payment to personnel for time associated with rendering such services, then the amount of that revenue shall be deducted from the amount to which the Contractor would otherwise be entitled to under this Contract. The Contractor further agrees to refund, with or without request, any and all such excess payment to the Department within thirty (30) calendar days of discovering the excess revenue or within thirty (30) calendar days of a request for such a refund from the Department.
 - f. The Contractor shall comply with the audit standards set forth in the Uniform Single Audit Act of 1984, P.L. 98-502, and other audit standards as determined applicable by the Department.
 - g. The Contractor shall comply with the Department's requests pertaining to developing outcome measurements and documenting outcomes as well as associated methodologies and procedures. The Contractor shall provide the Department with all outcome-related information requested by the Department.
6. Standards Compliance. The Contractor shall assure all services rendered meet applicable licensing requirements, policies and standards of the Department and Commissioner, federal and state regulations, as well as Minnesota Statutes and Minnesota Rules governing such services. The Contractor shall maintain sufficient staff, facilities, and equipment to render services in accordance with this Contract.
 7. Staff Qualifications. The Contractor shall provide the Department with such information regarding the qualifications of its staff, including professionals, volunteers, and others, as may

be required by the Department to verify that present and subsequent services are being rendered by competent, trained and properly licensed or certified personnel.

8. **Staff Training.** The Contractor agrees to provide or arrange for staff training as required by law and as specified in the respective individual plan of each person served under this Contract. A copy of the staff training plan shall be provided to the County on an annual basis.
 9. **Maltreatment Reporting Requirements.** Contractors who provide services to recipients must comply with the maltreatment reporting requirements as defined in Minnesota Statutes 626.556 and 626.557.
 10. **Management Change.** The Contractor shall notify the Department within then (10) calendar days of any change of ownership, organizational structure, board of directors, executive director, or chief operating officer.
 11. **Client Grievance.** The Contractor shall establish a means by which clients may present any grievances pertaining to the services rendered, and shall advise clients as to said procedures.
 12. **Bonding.** The Contractor shall obtain and maintain, for the entire Contract period, a fidelity bond in the amount of five thousand dollars (\$5,000), covering the activity of its personnel authorized to receive or distribute money.
 13. **Insurance Requirements.** The Contractor shall keep in force, as a minimum, the insurance protections listed in Section VII of the CONTRACT APPENDIX. Prior to providing services, the Contractor shall furnish the Department with a copy of applicable insurance certificate(s) or other proof that required insurance protections are in force.
- G. **Collection of fees.** If requested by the Department, the Contractor shall cooperate in the collection of fees from clients who are legally required to pay for services pursuant to the terms of this Contract, including but not limited to providing accurate record keeping and appearing as witness where required in any action for collection. The Contractor agrees to provide the county with information about the fees collected and the source of the fees collected. Fees shall be charged and collected for eligible clients in accordance with Minn. Stat. 2566.14, and/or the fee policy and schedule adopted by the Board and approved by the Commissioner, when such approval is required.
- H. **Billing and Payment**
1. **Billing Procedures**
 - a. The Contractor is required to bill third parties rendered under the terms of this contract for Waiver Transportation Services. The Contractor is not required to bill third parties for services rendered under the terms of this Contract for Program Transportation services. The contractor may bill the county of Financial Responsibility for the services rendered to that client. If the County of Financial Responsibility is not Mille Lacs County, the Contractor shall not bill Mille Lacs County.
 - b. **Billing the County**

1) Unless otherwise requested by the Department, in cases where Mille Lacs County is the County of Financial Responsibility, the Contractor shall, within thirty (30) working days, but in no event more than 120 calendar days, following the last day of each calendar month in which services were provided, submit an invoice and request for payment on an invoice form acceptable to the Department.

- c. Each invoice shall certify expenditures and itemize (as applicable): the period of time covered by the invoice, the name(s) of the client(s) for whom the service(s) were rendered, a general description of the type of service(s) rendered: the date service(s) were rendered by type of service, and the number of miles traveled differentiated by loaded and no-loaded miles. Such invoice for reimbursement of no-loaded mileage shall provide such detail as the Department may reasonably require to allow evaluation of cost-effectiveness and other factors.

1) The County shall make payment to the Contractor within thirty-five (35) calendar days after the date on which the invoice is received.

2) If the invoice is incorrect, defective, or otherwise improper, the Department shall notify the Contractor, and request a corrected invoice. Upon receiving the corrected invoice from the Contractor, the County shall make payment within forty-five (45) calendar days.

- d. Billing Other Counties. In all cases where Mille Lacs County is not the County of Financial Responsibility, as determined pursuant to Minn. Stat. Ch. 256G, the contractor shall bill the County of Financial Responsibility directly, according to that County's established procedures. In such cases, the County of Financial Responsibility shall make payment directly to the Contractor according to that County's established procedures.

2. Payment withhold. Payment for any service may be withheld if either the Department or Commissioner determines the service was:

- a. performed in violation of federal, state, or local laws/ordinances, rules or regulations;
- b. delivered in a manner that violated ethical standards, as determined by the Department.

If payment is withheld under this section and the Contractor believes withholding payment in that circumstance is arbitrary, capricious, or otherwise unfair, and the matter has not been disposed of by negotiation and agreement, it shall be considered a dispute and shall be handled according to Section II.J of this Contract.

3. Time Limit for Billing. The Contractor agrees that invoices submitted more than 120 days following the last day of the calendar month in which services were provided may, at the County's discretion, be rejected for payment.

- I. Contract Manager. The Contract Manager shall offer consultation and assistance to the Contractor to help insure compliance with this Contract. For matters specifically pertaining to this Contract, the Contract Manager shall also provide requested services as a liaison between the Contractor, the Department, the Commissioner, and other counties of Financial Responsibility.

J. Disputes.

1. **Contract Manager Authority.** Except as otherwise provided in this Contract or applicable Law, any dispute concerning a question of fact arising under this Contract which is not disposed of by negotiation and agreement shall be decided by the Contract Manager, who shall reduce the decision to writing and provide a copy of such to the Contractor. The decision of the Contract Manager shall be final and conclusive unless within thirty (30) calendar days from the date of receipt of such copy the Contractor shall make written request for reconsideration to the Administrator of the Department. Pending reconsideration by the Administrator under this Contract, the Contractor shall proceed diligently with the performance with this Contract in accordance with the Contract Manager's decision.
2. **Administrator's Review, Reconsideration and Final Decision.** Within thirty (30) calendar days after receiving a request for reconsideration, the Administrator of the Department or the Administrator's designee (but not the Contract Manager) shall conduct a review of the question giving rise to the dispute and give reconsideration to the decision of the Contract Manager. In connection with such review and reconsideration, the Contractor shall be afforded an opportunity to be heard.

Upon completion of such review, the Administrator of the Department shall reduce the decision made upon reconsideration to writing and provide a copy thereof to the Contractor and the Contract manager. The decision(s) of the Administrator after reconsideration shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence.

K. Contract Termination.

1. **With or Without Cause.** This Contract may be terminated prior to the last day of the contract period by either party, with or without cause, by giving thirty (30) calendar days written notice to the other party pursuant to section 11.K.4 of this contract. This Contract shall be terminated on the date of contract termination specified in the written notice or thirty (30) calendar days after the written notice is postmarked, whichever is later.
2. **NON-APPROPRIATION. NOTWITHSTANDING ANY PROVISION OF THIS CONTRACT TO THE CONTRARY, THIS CONTRACT MAY BE IMMEDIATELY TERMINATED BY EITHER PARTY IN THE EVENT SUFFICIENT FUNDS FROM THE COUNTY, STATE, OR FEDERAL SOURCES ARE NOT APPROPRIATED, OBTAINED AND CONTINUED AT LEAST AT THE LEVEL RELIED ON FOR THE PERFORMANCE OF THIS CONTRACT, AND THE NON-APPROPRIATION OF FUNDS DID NOT RESULT FROM ANY ACT OF BAD FAITH ON THE PART OF THE COUNTY. IN THE EVENT OF SUCH TERMINATION, CONTRACTOR(S) SHALL BE ENTITLED TO PAYMENT, DETERMINED ON A PRO-RATA BASIS FOR SERVICES SATISFACTORILY PERFORMED.**
3. **Contractor Default.**
 - a. **Reasons for Default.** Unless cured or excused by the occurrence of an uncontrollable circumstance, each of the following shall constitute default on the part of the Contractor:

- 1) Loss of License. Notwithstanding any provision in this Contract to the contrary, the Contractor's loss of applicable licensure shall be cause for termination of this Contract effective the date such license is lost.
- 2) Client Safety. Notwithstanding provisions in this Contract to the contrary, this Contract may be terminated by the Board through the Department for any of the following reasons:
 - a) upon receipt by the board of a report of maltreatment to a vulnerable adult, as defined in Minn. Stat. 626.5572, subd. 15, who is a client of the Contractor, which meets the standard of a substantiated or inconclusive report under Minn. Stat. 626.5572, subd. 19 or subd. 11 respectively, and the Contractor does not make necessary changes to remedy the matter to the satisfaction of the Board;
 - b) upon receipt by the Board of a report of maltreatment to a child, as defined in Minn. Stat. 626.556, subd. 10e(a), which meets the standard of a determination of maltreatment under Minn. Stat. 626.556, subd. 10e, and the Contractor does not make necessary changes to remedy the matter to the satisfaction of the Board;
 - c) upon receipt by the Board of a report that meets the standard that child or adult protective services are needed under Minn. Stat. 626.556, subd. 10e, and subd. 10e(b), or 626.557, subd. 10 (a) respectively, and the Contractor does not make necessary changes to remedy the matter to the satisfaction of the Board; or,
 - d) the Board through the Department determines that the action or inaction of the Contractor has otherwise endangered the safety or well-being of any client.

Contract termination under Section 11.K.3.a 2) of this contract shall occur on the date specified in a written notice provided to the Contractor by the Board through the Department, and may occur immediately upon the Contractor's receipt of said notice.

- 3) Other Circumstances. Notwithstanding any provision in this Contract to the contrary, this Contract may be terminated by the Board if the Board determines:
 - a) The contractor is financially insolvent whether by bankruptcy, receivership, or other indicia that Contractor cannot meet its financial obligations;
 - b) The Contractor made material misrepresentations to the Board or Department;
 - c) The Contractor failed or will fail to fulfill any material provision of this Contract. The Contractor shall make every reasonable effort to maintain staff, facilities, and equipment to deliver services pursuant to this Contract. The Contractor shall notify the Board through the Department in writing whenever the contractors is unable to, or reasonably believes it is going to be unable to render the agreed upon quality and/or quantity of services. Such notice shall be made by regular U.S. mail or personal delivery to the Authorized Representative of the other party as defined in section 11.K.4 of this contract. Upon such notice the Board shall determine whether such inability requires a modification or termination of this Contract.

- d) The Contractor made changes in policy or staff which, in the sole discretion of the Board compromise the quality of services rendered.
 - e) The Contractor is out of compliance with any material regulation or licensing requirement, or any applicable policy of the Commissioner or the Board, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority, and has not made necessary changes to remedy the matter to the satisfaction of the Board.
- b. Written Notice of Default. Unless a different procedure and/or effective date is provided within the specific article or paragraph of this Contract under which the default, failure, or breach occurs, no event shall constitute a default giving rise to the right to terminate unless and until written Notice of Default is given to the defaulting party, specifying the particular event, series of events, or failure constituting the default and cure period. Notice of default shall be made by regular U.S. mail, or personal delivery to the Authorized Representative of the other party as defined in Section II.K.4 of this contract.
- c. Cure Period. If the party in default fails to cure the specified circumstances as described by the Notice of Default within ten (10) days, or such additional time as may be specified in the Notice of Default or under the terms of this Contract, then the whole or any part of this Contract may be terminated by written Notice of Termination.
- d. Withholding of Payment. Notwithstanding any other provision of this Contract the Board may, after giving Notice of Default, withhold, without penalty or interest, any payment which becomes due after Notice of Default is given, until the default is excused or cured, or the Contract is terminated.
- 4. Written Notice of Termination. Notice of Termination shall be made by certified mail, receipt requested or personal delivery to the Authorized Representative of the party. For the purpose of written notices of default or termination, the Authorized Representative of the Board shall be Beth Crook, Community and Veteran Services Director, and the Authorized Representative of the Contractor shall be Lori Schultz, Tri-County Action Program, Inc. with address of 1210 23rd Avenue South, PO Box 683, Waite Park, Minnesota 56387.
- 5. Duties of Contractor upon Termination. Upon delivery of the Notice of Termination, and except as otherwise provided, the Contractor shall:
 - a. Discontinue performance of this Contract on the date and to the extent specified in the Notice of Termination;
 - b. Immediately notify all clients who are receiving services pursuant to this Contract;
 - c. Cancel all orders and subcontracts to the extent that they relate to the performance cancelled by the Notice of Termination;
 - d. Complete performance of such terms as shall not have been cancelled by the Notice of Termination;

- e. Return all county property in their possession within seven (7) calendar days to the extent that it relates to the performance cancelled by the Notice of Termination;
 - f. Submit a final invoice for services provided prior to termination, within thirty (30) days of the date of termination.
- 6. Duties of Department upon Termination. Upon delivery of the Notice of Termination and except as otherwise provided, the Department;
 - a. Shall make, within thirty (30) calendar days of receiving final invoice pursuant to section II.K.5.f of this contract, final payment for any services satisfactorily provided up through the date of termination in accordance with the terms of this Contract;
 - b. Shall not be liable for any services provided after Notice of Termination, except as stated above or as authorized by the Department in writing.
- 7. Effect of Termination.
 - a. Liability and Rights. Termination of this Contract shall not discharge any liability, responsibility or right of any party which arises from the performance of or failure to adequately perform the terms of this contract prior to the effective date of termination. Nor shall termination discharge any obligation which by its nature would survive after the date of termination, including by way of illustration only and not limitation, standard assurances contain in the CONTRACT APPENDIX.
 - b. Billable Service. Services rendered in accordance with this Contract after receipt of a notice of termination, but prior to the termination date, may be billed by the Contractor, if billed no more than thirty (30) days after the termination date.
 - c. Service Delivery. Unless the Board through the Department directs otherwise, the Contractor shall continue to provide services in accordance to this Contract until the termination date. The Contractor shall not render any services on or after the termination date.
- L. Rights, Remedies and Waivers.
 - 1. Rights Cumulative. All remedies available to either party under the terms of this Contract or by law are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
 - 2. Waiver. A waiver regarding any default shall not constitute a waiver for any subsequent default. A waiver regarding any breach of any provision of this Contract shall not be construed as a modification of the terms of this Contract.
- M. Modifications. Any material change, alteration, or other modification of this Contract shall not take effect until after said modification is reduced to a written addendum to this Contract and signed by all authorized representatives of the parties.

N. Subcontracting and Assignment. The contractor shall neither enter in to subcontracts for performance of this Contract nor assign this Contract without prior written approval of the Department and then only subject to such conditions as the Department may deem necessary.

1. Data Privacy.

a. All data collected, received, maintained, created, or disseminated, or used for any purposes in the course of the Contractor's performance of this Agreement shall be governed by: the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, hereafter referred to as "the Act", any other Minnesota Statutes and Minnesota Rules implementing the Act now in force or hereafter adopted, and applicable federal laws and regulations on data privacy. The Contractor agrees to strictly abide by the Act, other applicable Statutes, Rules, regulations and policies governing data practices as they are now and as they may be amended.

2. Responsible Authority and Compliance Official.

a. The Board's Responsible Authority for purposes of this Contract and pursuant to the Act is the Administrator of the Mille Lacs County Community and Veteran Services. The Compliance Official is the County Administrator of the County of Mille Lacs.

b. The Contractor designates Lori Schultz as its Responsible Authority pursuant to Minn. Stat. 13.46, subd. 10(a)(4).

O. Entire Agreement. With respect to the services stated in this Contract, the Contract represents the entire agreement between the Contractor and County, and supersedes all previous agreements between the parties, as well as any written agreements or Contracts presently in effect.

P. Signing Authority. The person executing this Contract on behalf of a party to this Contract represents and warrants that they are duly authorized by that party to do so, and that this Contract is a valid and binding obligation of that party.

Q. Contractor Debarment. The person executing this contract on behalf of the Contractor does certify that the Contractor and its Principals:

1. Are not presently debarred, suspended, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency;
2. Have not within a three year period preceding this Contract: a) been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining or performing a public contract, b) violated any federal or state antitrust statutes, or c) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by any governmental agency for: a) the commission of fraud or criminal offense in connection with obtaining or performing a public contract, b) the violation of any federal or state antitrust statutes, or c) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

4. Shall immediately give written notice to the Contract Manager should Contractor or any of its Principals come under investigations for allegations of any of the foregoing.

For the purpose of this Paragraph R, the term "Principals" means officers, directors, owners, partners and persons having primary management or supervisory responsibilities within a business entity.

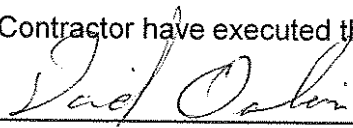
R. HIPAA Representations. To the extent applicable pursuant to the federal Health Insurance Portability and Accountability Act (HIPAA), Contractor agrees that it shall:

1. Not use or further disclose Protected Health Information (PHI), as defined in 45 C.F.R. Section 164.501, other than as permitted or required by this Contract, and further agrees that it shall not use or further disclose PHI in a manner that would violate requirements of HIPAA and its implementing regulations (45 CFR parts 160-64).
2. Report to the Department any use or disclosure of PHI not provided for by this Contract of which it becomes aware, and shall ensure that any agents, including any subcontractor, to whom it provides or receives PHI, agree to the same restrictions and conditions that apply to Contractor with respect to such information.
3. Develop, implement, maintain and use appropriate administrative, technical and physical safeguards to protect the privacy of PHI in compliance with 42 U.S.C. 132d-2(d), 45 CFR 164.530(c), and other applicable HIPAA regulations.
4. Follow the procedures for access to PHI set out in 45 CFR 164.524.
5. Upon receipt of notice from the Department, promptly amend or permit the Department access to amend any portion of the PHI which Contractor created for or received from the Department so that the Department may meet its amendment obligations under 45 CFR 164.526.
6. With the exception of disclosures of PHI made for the purposes specified in 45 CFR 164.528 (a)(u)-(ix), Contractor shall document and report each disclosure Contractor makes of PHI it creates or receives for or from the Department so the Department may comply with the requirements set forth at 45 CFR 164.528.

Contractor acknowledges and agrees that in the event Contractor breaches these HIPAA requirements, this Contract may be terminated by the Department and the breach may be reported to the United States Department of Health and Human Services.

IN WITNESS WHEREOF, the Mille Lacs County and the Contractor have executed this contract.

Dated: 1-19-2021

By: 
Mille Lacs County, Board of Commissioners Chairperson

Dated: _____

By: _____
Lori Schultz, Executive Director of Tri-Cap

Contract Appendix

Mille Lacs County Community and Veteran Services

I Non-Discrimination

During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status, or public assistance status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without unlawful discrimination. Such action shall include, but not be limited to the following, employment; upgrading; demotion or transfer; recruitment or recruitment training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices, notices which set forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor's state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, disability, sexual orientation, marital status, or public assistance status.

No funds received under this Contract shall be used to provide religious or sectarian training or services.

The Contractor shall comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:

1. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. 2000e, et seq. which prohibits discrimination in employment because of race, color, religion, sex or national origin.
2. Civil Rights Act of 1964, Executive Order 11246, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex, or national origin.
3. The Rehabilitation Act of 1973, as amended, 29 U.S.C. 701, et seq. and 45 C.F.R 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to, or participation in, federally-funded services or employment.
4. The Age Discrimination in Employment Act of 1967, as amended, and Minnesota Statute 181.81, which generally prohibits discrimination because of age.
5. The Equal Pay Act of 1963, as amended, 29 U.S.C. 206, and Minn. Stat. 181.66 through 181.71, which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.
6. Minnesota Statute Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation. Or age. Contractor shall provide a current certificate of compliance issued by the Commissioner of Human Rights pursuant to Minnesota Statute 363A.36, if applicable.
7. Minnesota Statute 181.59, which prohibits discrimination against any person by reason of race, creed, color in any state or political subdivision contract for materials, supplies or construction: Violation of this section is misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the contract.
8. The Job Training Partnership Act of 1982, as amended and JTPA regulations which prohibit discrimination under any program funded in whole or in part with JTPA funds because of race,

color, religion, sex, national origin, age, handicap, sexual orientation or political affiliation or beliefs. Although certain restrictions apply, generally persons cannot be denied participation in a JTPA simply because of their citizenship.

II Records, Disclosure/Audit/Retention

Contractor's books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription and audit by the County and either the Legislative or State Auditor for a minimum of six (6) years, pursuant to Minnesota Statute 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

Contractor shall also comply with the following financial requirements:

1. Use pre-numbered accounting documents for internal control over receipts, checks, and other related documents;
2. Segregate responsibilities; i.e. the person reconciling the bank statements are not be the same person that issues the checks or handles receipting of cash;
3. Provide a statement indicating who is authorized to sign checks and checks shall not be signed by a signature stamp;
4. Reconcile bank statements on a monthly basis;
5. Provide annual verification of paid payroll taxes, unemployment taxes, and worker's compensation taxes; and,
6. Annually submit an audited financial statement with a corresponding management letter.

III Workers Health, Safety, and Training

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

IV Data Privacy

All data created, collected, received, stored, used, maintained or disseminated by Contractor in performing the contract shall be subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statute Ch. 13, and the Minnesota Rules implementing the Act now in force or hereafter adopted, as well as federal laws on data privacy. The Contractor shall strictly comply with these statutes and rules as if it were government entity provided that there shall be not duty on the part of Contractor to provide access to public data to the public if the public data are available from the County, except as otherwise required by the terms of the Contract. All subcontracts shall contain the same or similar data practices compliance requirements. The person employed by the Contractor to ensure compliance with the Minnesota Government Data Practices Act shall be Contractor's authorized representative, unless the Contractor's responsible authority is specified in the Contract, pursuant to Minnesota Statute 13.46, subd. 10(a)(4). The remedies available in Minnesota Statute 13.80 apply to the Contractor.

V Appeals

The Contractor shall assist the County in complying with the provisions of Minnesota Statute 256.045, Administrative and Judicial Review of Human Service Matters.

VI Reporting

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

VII Third-Party Beneficiary

Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, is an affected party under this Contract. Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or sue Contractor for any appropriate relief in law or equity, including but not limited to, rescission, damages or specific performance of all or any part of the Contract between the County Board and Contractor. Contractor specifically acknowledges that the county Board and the Minnesota Department of Human Services are entitled to, and may recover from Contractor, reasonable attorney's fees and cost and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party of the Contract or any other third party beneficiary, not shall it be construed as a waiver of immunity under the eleventh Amendment to the United States Constitution or any other waiver of immunity. (Minnesota Statute 245.466, subd. 3; Minn. R. 9525.1870, subp. 2)

VIII Psychotherapist

Contractor has and shall continue to comply with the provision of Minnesota Statute Ch. 604.20, et.seq. as amended, with regard to any currently or formerly employed psychotherapist and/or applicants for psychotherapist positions.

IX Independent Contractor Status

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

1. Any negligent or willful act of omission of Contractor, its agents, servants, officers, subcontractors, assignees, or employees, in the execution, performance, or failure to adequately perform Contractor's obligations pursuant to this Contract which causes bodily injury, death, personal injury, property loss or damage to another; or
2. Bodily or personal injury, death, or property loss or damage to any applicant or eligible recipient either while participating in or receiving the care and services to be furnished under this Contract or while on premises owned, leased, or operated by Contractor, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by Contractor or any officer, agent, subcontractor, assignee, or employee thereof; or
3. Any applicant or eligible recipient causing injury to, or damage to the property of another person during any time when Contractor or any officer, agent, subcontractor, assignee, or employee thereof has undertaken or is furnished the care and services called for under this Contract; or
4. Any claim or cause of action in equity or for damages arising out of employment or alleged employment by Contractor of discrimination in Contractor's employment practices.

5. It is understood and agree that the County's liability shall be limited by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivision) or other applicable law.

XI Insurance Requirements

Contractor further agrees that in order to protect itself as well as the County under the indemnity provisions set forth above, it will at all times during the term of this Contract keep in force the following insurance protection in the limits specified:

1. A general liability insurance policy, written on an Occurrence basis, with limits for Bodily Injury and Property Damage in an amount not less than \$1,500,000 for each occurrence, \$1,500,000 Personal Injury and Advertising Injury for each occurrence, \$4,000,000 Aggregate limit for Product Liability and Completed Operations liability claims and \$4,000,000 Aggregate for any number of claims. Such policy shall include Contractual liability coverage protecting the County, its commissions, officers, agents, and employees by specific endorsement or certificate acknowledging the contract between Contractor and County, naming the county as an additional insured.
2. An Automobile liability insurance policy, if applicable, written on an Occurrence basis, in an amount not less than \$1,500,000 per accident for property damage and \$500,000 for bodily injury and/or damages to any one person or a combined single limit of \$1,500,000 for total bodily injuries and/or damages from any one occurrence, covering Contractor-owned, and non-owned and hired vehicles used regularly in the provision of services under this agreement. Such policy shall include the County, its commissioners, officers, agents, and employees as additional insureds.
3. A Worker's Compensation insurance policy with limits as required by Minn. Stat. 176.182 including Employees Liability coverage with limits not less than \$100,000 each accident, for Bodily Injury by Accident, \$100,000 each employee for Bodily Injury by disease and a \$500,000 total policy limit for Bodily Injury by Disease.
4. An umbrella or excess liability policy, written on an occurrence basis, may be used in conjunction with primary coverage limits to meet the above requirements. Such policy shall include the County, its commissioners, officers, agents, and employees as additional insureds.
5. All insurance shall be placed with insurers with a current A.M. Best Rating of no less than A:VII.
6. Unemployment Compensation Insurance required by law.
7. Prior to the effective date of this agreement and before work commences, Contractor shall provide evidence of all required coverage by furnishing an original Certificate of Insurance to the appropriate County Representative. Such Certificate shall be signed by a person authorized by the insurer to bind coverage, and shall provide a minimum of 60 days advance written notice of intent to cancel, suspend or reduce coverage.
8. The County may withhold payments for failure of Contractor to furnish proof of insurance coverage or to comply with the insurance requirements as stated above.

XII Non-Assignment and Subcontracting

The Contractor shall not enter into any subcontract for performance under this contract nor assign any interest in this contract without the prior written approval of Mille County and subject to such conditions and provisions as Mille Lacs County may deem necessary. Contractor shall be responsible for the performance of all subcontractors under this contract.

XIII Conflict of Interest

Contractor guarantees that no officer, employee, owner, agent, subcontractor or assignee shall have any interest in and will not acquire any interest, direct or indirect that would conflict in any manner or degree with performance of this contract.

XIV Income Tax Withholding Certificate

Pursuant to Minnesota Statute 270C.66, final payment under this contract will be withheld until the contractor furnishes the County with proof that payments have been made of all outstanding withholding taxes, penalties and interests. Proof shall be in the form of a certificate issued by the Commissioner of Revenue.

XV Personnel (Employees and Subcontractors) of the Contractor

The Contractor shall not be an individual, employ or subcontract with an individual, or use as a volunteer an individual who:

1. Has a conviction of, has admitted to have an adjudication of delinquency for, has been charged with, is awaiting trial for, or there is substantial evidence indicating that the individual has committed:
 - a. an act of physical abuse or sexual abuse as defined in Minn. Stat. 626.556 (Reporting of Maltreatment of Minors); and/or
 - b. an act of abuse as defined in Minn. Stat. 626.5572 (Reporting of Maltreatment of Vulnerable Adults).
2. Has a conviction of, has admitted to, has an adjudication of delinquency for, has been charged with, is awaiting trial for, or a preponderance of the evidence indicates that the individual has committed:
 - a. neglect as defined in Minn. Stat. 626.556 or 626.5572 or abuse that is non-therapeutic conduct or illegal use of person or property as defined in Minn. Stat. 626.5572.

XVI Disabilities Act

In fulfilling its duties and responsibilities under this contract, Contractor shall comply with the Americans With Disabilities Act of 1990, Pub. L. 101-336, U.S.C.A. 12101, et. seq. and regulations promulgated thereto.

XVII Survival Clause

Any section of this Agreement that by its terms contemplates or requires continuing effect following termination of this Agreement shall survive each termination. Specifically and without limitation, Section II, IV, V, X, and XI.



Board Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 01/19/21

(Board meets the 1st and 3rd Tuesday of each month)

Title of Item for Consideration: Consider CVSO advertisement contract with 98.1 WWJO-FM/Townsquare Ignite	
Consent Agenda ☒ Approve/Deny Motion ☐ Information Only ☐ Schedule Public Hearing* <i>*provide sample notice that will run in paper</i>	Regular Agenda – Estimate Time Needed: _____ minutes ☐ Approve/Deny Motion ☐ Discussion Item ☐ Direction Requested ☐ Hold Public Hearing* ☐ Presentation of Information <i>*provide copy of hearing notice that was published</i>
Submitted by: Beth Crook, Director	Department: CVS
Who will attend the meeting and be able to respond to questions? Give name and title: Beth Crook, CVS Director	
Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates): The attach agreement/contracts are to provide targeted, outreach advertisement to MLC Veterans and eligible family members. The targeted advertisement is to inform MLC Veterans and family members of the available services and assistance our 2 fulltime CVSO's perform and how to reach them. This advertisement concept and budget were included and approved by MDVA in this year's annual MDVA Enhancement Grant and the grant was brought to County Board in 2020 for approval.	
Alternatives/Options/Comments: N/A	
Recommended Action/Motion: Review and approve both agreements/contracts attached.	
Financial Impact: Is there a cost associated with this request? ☒ Yes ☐ No What is the total cost, including tax and shipping? \$5000 Are funds available in the budget? ☒ Yes ☐ No If no, please explain:	
Additional Information Attached: ☒ Contract/Agreement Approved by County Attorney's Office: ☒ Yes ☐ No If no, please explain: Pending CAO approval ☐ Minutes of Relevant Meeting(s) ☒ Background Information (such as price quotes, etc.) Contracts	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled:	

CONTRACT



WWJO-FM
640 Lincoln Avenue SE
St. Cloud, MN 56304
(320) 251-4422

Contract / Revision 2211782 /		Alt Order #
Advertiser Mille Lacs County VSO		Original Date / Revision 11/20/20 / 01/06/21
Contract Dates 02/01/21 - 03/31/21	Estimate #	
Product February 2021		
Billing Cycle EOM/EOC	Billing Calendar Calendar	Cash/Trade Cash
Property WWJO-FM	Account Executive Steve Lahr	Sales Office Local St Cloud
Special Handling		
Demographic Households		
Agv Code	Advertiser Code	Product 1/2
Agency Ref		Advertiser Ref

And:

Mille Lacs County VSO
525 2nd Street SE
Milaca, MN 56353

KZRV-FM - 2211782A

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Rtn	Type	Spots	Amount
N 1	KZRV	02/01/21	03/31/21	M-F Prime Rotator	6a-7p		:30				NM	50	\$800.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
	Week:	02/01/21	02/07/21	MTWTF--				6	\$16.00	0.00			
	Week:	02/08/21	02/14/21	MTWTF--				6	\$16.00	0.00			
	Week:	02/15/21	02/21/21	MTWTF--				6	\$16.00	0.00			
	Week:	02/22/21	02/28/21	MTWTF--				6	\$16.00	0.00			
	Week:	03/01/21	03/07/21	MTWTF--				6	\$16.00	0.00			
	Week:	03/08/21	03/14/21	MTWTF--				6	\$16.00	0.00			
	Week:	03/15/21	03/21/21	MTWTF--				6	\$16.00	0.00			
	Week:	03/22/21	03/28/21	MTWTF--				6	\$16.00	0.00			
	Week:	03/29/21	04/04/21	MTW----				2	\$16.00	0.00			
N 2	KZRV	02/01/21	03/31/21	12a-12a	12a-12a		:30				NM	50	\$0.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
	Week:	02/01/21	02/07/21	MTWTF--				6	\$0.00	0.00			
	Week:	02/08/21	02/14/21	MTWTF--				6	\$0.00	0.00			
	Week:	02/15/21	02/21/21	MTWTF--				6	\$0.00	0.00			
	Week:	02/22/21	02/28/21	MTWTF--				6	\$0.00	0.00			
	Week:	03/01/21	03/07/21	MTWTF--				6	\$0.00	0.00			
	Week:	03/08/21	03/14/21	MTWTF--				6	\$0.00	0.00			
	Week:	03/15/21	03/21/21	MTWTF--				6	\$0.00	0.00			
	Week:	03/22/21	03/28/21	MTWTF--				6	\$0.00	0.00			
	Week:	03/29/21	04/04/21	MTW----				2	\$0.00	0.00			
Totals										0.00		100	\$800.00

Time Period	# of Spots	Gross Amount	Net Amount
02/01/21 - 02/28/21	48	\$384.00	\$384.00
03/01/21 - 03/31/21	52	\$416.00	\$416.00
Totals	100	\$800.00	\$800.00

WWJO-FM - 2211782B

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Rtn	Type	Spots	Amount
N 1	WWJO	02/01/21	03/31/21	M-F Prime Rotator	6a-7p		:30				NM	50	\$1,600.00

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Two week advance cancellation notice is required unless otherwise specified.



WWJO-FM
640 Lincoln Avenue SE
St. Cloud, MN 56304
(320) 251-4422

Contract / Revision	Alt Order #
2211782 /	

Advertiser	Original Date / Revision
Mille Lacs County VSO	11/20/20 / 01/06/21

Contract Dates	Product	Estimate #
02/01/21 - 03/31/21	February 2021	

WWJO-FM - 2211782B

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Rtn	Type	Spots	Amount
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
Week:		02/01/21	02/07/21	MTWTF--				6	\$32.00	0.00			
Week:		02/08/21	02/14/21	MTWTF--				6	\$32.00	0.00			
Week:		02/15/21	02/21/21	MTWTF--				6	\$32.00	0.00			
Week:		02/22/21	02/28/21	MTWTF--				6	\$32.00	0.00			
Week:		03/01/21	03/07/21	MTWTF--				6	\$32.00	0.00			
Week:		03/08/21	03/14/21	MTWTF--				6	\$32.00	0.00			
Week:		03/15/21	03/21/21	MTWTF--				6	\$32.00	0.00			
Week:		03/22/21	03/28/21	MTWTF--				6	\$32.00	0.00			
Week:		03/29/21	04/04/21	MTW----				2	\$32.00	0.00			
N 2	WWJO	02/01/21	03/31/21	12a-12a	12a-12a		:30				NM	50	\$0.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
Week:		02/01/21	02/07/21	MTWTF--				6	\$0.00	0.00			
Week:		02/08/21	02/14/21	MTWTF--				6	\$0.00	0.00			
Week:		02/15/21	02/21/21	MTWTF--				6	\$0.00	0.00			
Week:		02/22/21	02/28/21	MTWTF--				6	\$0.00	0.00			
Week:		03/01/21	03/07/21	MTWTF--				6	\$0.00	0.00			
Week:		03/08/21	03/14/21	MTWTF--				6	\$0.00	0.00			
Week:		03/15/21	03/21/21	MTWTF--				6	\$0.00	0.00			
Week:		03/22/21	03/28/21	MTWTF--				6	\$0.00	0.00			
Week:		03/29/21	04/04/21	MTW----				2	\$0.00	0.00			
Totals										0.00		100	\$1,600.00

Time Period	# of Spots	Gross Amount	Net Amount
02/01/21 - 02/28/21	48	\$768.00	\$768.00
03/01/21 - 03/31/21	52	\$832.00	\$832.00
Totals	100	\$1,600.00	\$1,600.00

KZRV-FM - 2211782C

*Line	Start Date	End Date	Description	Imp./Plays Booked	Rate	Rate Type	Amount
N 1	03/01/21	03/31/21	:30 Audio Spot (CPP)	25	\$1.00	CPP	\$25.00
N 2	02/01/21	02/28/21	:30 Audio Spot (CPP)	25	\$1.00	CPP	\$25.00
Totals				50			\$50.00

WWJO-FM - 2211782C

*Line	Start Date	End Date	Description	Imp./Plays Booked	Rate	Rate Type	Amount
N 3	03/01/21	03/31/21	:30 Audio Spot (CPP)	25	\$1.00	CPP	\$25.00
N 4	02/01/21	02/28/21	:30 Audio Spot (CPP)	25	\$1.00	CPP	\$25.00
Totals				50			\$50.00

Time Period	Gross Amount	Net Amount
02/01/21 - 02/28/21	\$25.00	\$25.00
02/01/21 - 02/28/21	\$25.00	\$25.00
03/01/21 - 03/31/21	\$25.00	\$25.00
03/01/21 - 03/31/21	\$25.00	\$25.00
Totals	\$100.00	\$100.00

Contract Totals 0.1 318 \$2,500.00

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Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Two week advance cancellation notice is required unless otherwise specified.

powered by WideOrbit



WWJO-FM
640 Lincoln Avenue SE
St. Cloud, MN 56304
(320) 251-4422

Contract / Revision	Alt Order #
2211782 /	

Advertiser	Original Date / Revision
Millie Lacs County VSO	11/20/20 / 01/06/21

Contract Dates	Product	Estimate #
02/01/21 - 03/31/21	February 2021	

Signature: _____

Date: _____

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Two week advance cancellation notice is required unless otherwise specified.

Campaign Recommendation

MILLE LACS COUNTY
EST. 1857

AWARENESS	Deliverable	Impressions / Clicks	Marketing Outcome	Investment	Client Initial
Local Radio Schedule & Online Radio	Spots on Minnesota's New Country 98.1 FM Spots on The River 96.7 FM	25x 30 Seconds M-F 6a-7p 25x 30 Seconds M-F 6a-7p 50 x 30 Online Streaming ads	Awareness	\$1250	☐
Advanced Audience Targeting	This tactic allows you to target your desired audience through a display campaign which will present on both desktop and mobile platforms.	56,604 impressions	Impressions & CTR	\$750	☐
Website Targeting	This tactic allows you to target your desired audience through a display campaign which will present on both desktop and mobile platforms.	54,878 impressions	Impressions & CTR	\$500	☐

Flight dates: 2/1/21 - 3/30/21
KPI: Clicks & Awareness

TOTAL MONTHLY INVESTMENT:	\$2,500
TOTAL INVESTMENT:	\$5,000

DAVID OSLIN

Print Name

David Oslin

Signature

1-19-2021

Date

townsquare
ignite

Please initial the items you would like to move forward on. Both parties have the right to cancel 180 days after the start of the campaign with 30-day written notice.

Terms & Conditions



Applicant hereby certifies that all information herein provided is true, complete and correct, and agrees that any credit extended hereunder shall be extended solely in accordance with the terms and conditions set forth in this application. Applicant hereby accepts the terms and conditions stated herein and agrees to be bound by such terms and conditions. Applicant hereby acknowledges and agrees that TOWNSQUARE Media will rely on the information herein provided and that it shall promptly, without request, update such information as and when necessary to maintain the accuracy and completeness of such information.

Applicant hereby grants to TOWNSQUARE Media and the employees, agents and representatives of TOWNSQUARE Media ("TOWNSQUARE Media") the right to use the information herein provided to determine the creditworthiness of Applicant, and to take such action as it deems necessary to make such determination including, but not limited to, obtaining independent credit reports from outside credit reporting services and to contact, and obtain information about Applicant from, the bank and other companies herein listed. Applicant hereby authorizes such listed bank and other companies to release to TOWNSQUARE Media information that may be used by TOWNSQUARE Media to determine the creditworthiness of Applicant. Applicant hereby authorizes this business credit application to be shown and delivered to such parties, with a copy of this business credit application to be valid as the original.

Applicant acknowledges and agrees that if credit is extended to it by TOWNSQUARE Media, it shall pay any and all amounts due TOWNSQUARE Media within thirty (30) days of the date of each respective invoice provided by TOWNSQUARE Media to Applicant and, if any such amount is not paid by Applicant on or before the due date therefore, such payments shall be deemed delinquent. Applicant further acknowledges and agrees that delinquent accounts shall be subject to finance charges of one and one-half percent (1½%) per month, or eighteen percent (18%) per year. Applicant shall be liable for all costs of collection of delinquent payments due TOWNSQUARE Media, including reasonable attorneys' fees (whether or not suit is brought), out-of-pocket expenses, court costs, and any collection fees charged by a collection agency used by TOWNSQUARE Media any for purposes of collecting any such delinquent amounts. The total finance rate charged Applicant shall not exceed the highest rate permitted by law as such rate is calculated in the subject jurisdiction.

Applicant hereby acknowledges and agrees that all decisions with respect to the extension or continuation of credit shall be at the sole discretion of TOWNSQUARE Media, and TOWNSQUARE Media hereby expressly reserves the right to terminate any credit extended to Applicant at its sole discretion. TOWNSQUARE Media shall have the exclusive right to determine how, when, and what application of payments and credits, if any, shall be made on the above-mentioned obligations, or any part of them.

Any dispute by Applicant with any broadcast, commercial announcements, and services provided by TOWNSQUARE Media or the amount charged for the same shall be reported to TOWNSQUARE Media in writing within thirty (30) days from the date of invoice relating to the same, time being of the essence (but any such dispute shall not affect Applicant's obligation to make payment within 30 days as set forth above). Failure to report any such dispute within such time shall constitute a waiver of any claim by Applicant with respect to such dispute.

Applicant understands that should Applicant place advertising through an advertising agency (or other Third Parties) that Applicant will continue to be responsible to TOWNSQUARE Media for payment of such advertising. In the event Applicant is an agency requesting advertising on behalf of a client, Applicant acknowledges its joint and several liability for the payment of such advertising under the terms set forth herein above.

Unless otherwise stated in any agreement between Applicant and TOWNSQUARE Media, any orders or contracts for advertising or other services or products placed with TOWNSQUARE Media may only be terminated by Applicant upon 30 days' prior written notice to TOWNSQUARE Media.

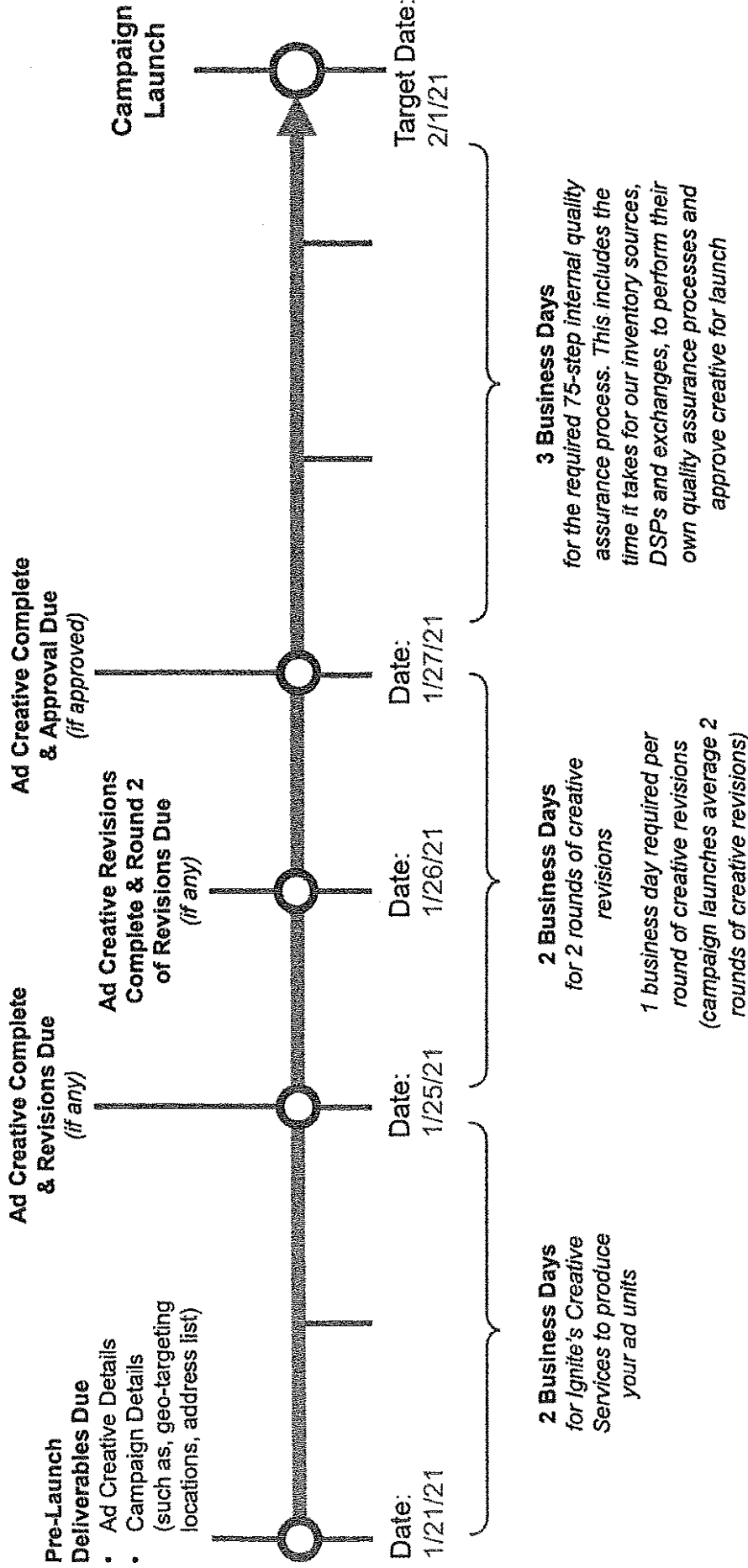
Any content, materials or information provided by or on behalf of Applicant to TOWNSQUARE Media in connection with the provision of advertising, services or products by TOWNSQUARE Media shall be lawfully provided and the use by TOWNSQUARE Media in accordance with the agreement between TOWNSQUARE Media and Applicant will not violate or infringe upon the rights of others, or violate any applicable law or regulation.

Applicant hereby agrees to release, indemnify, defend and hold TOWNSQUARE Media and its parents, subsidiaries, affiliates, successors, assigns, officers, directors, employees, agents and representatives harmless from any and all liability for losses, claims, injuries, liabilities and damages of whatever nature whatsoever, whether known or unknown, which may at any time arise or accrue to Applicant and/or its parents, subsidiaries, affiliates, successors, assigns, officers, directors, employees, agents, representatives, and/or other persons or entities claiming by or through Applicant, on account of or relating to Applicant's provision of the information herein contained and/or TOWNSQUARE Media's reliance on such information and/or other information gathered pursuant hereto, or any other reason, other than the gross negligence or willful misconduct of TOWNSQUARE Media. Unless otherwise stated in the relevant agreement, the laws of the State of New York, without respect to its conflicts of law provisions, shall govern all agreements entered into between Applicant and TOWNSQUARE Media, including any dispute hereunder or there under. Applicant hereby irrevocably submits to the jurisdiction and venue of the state and federal courts sitting in New York, and expressly waives any objection it may have with respect to the jurisdiction of such courts or the inconvenience of such forum or venue.

THE INDIVIDUAL EXECUTING THIS AGREEMENT BELOW ON BEHALF OF APPLICANT HEREBY CERTIFIES THAT HE/SHE IS AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF APPLICANT AND TO LEGALLY BIND APPLICANT AND FURTHER CERTIFIES THAT APPLICANT IS SEEKING CREDIT SOLELY FOR BUSINESS AND COMMERCIAL PURPOSES.

Display Timeline to Launch

For Ad Creative Produced by Ignite



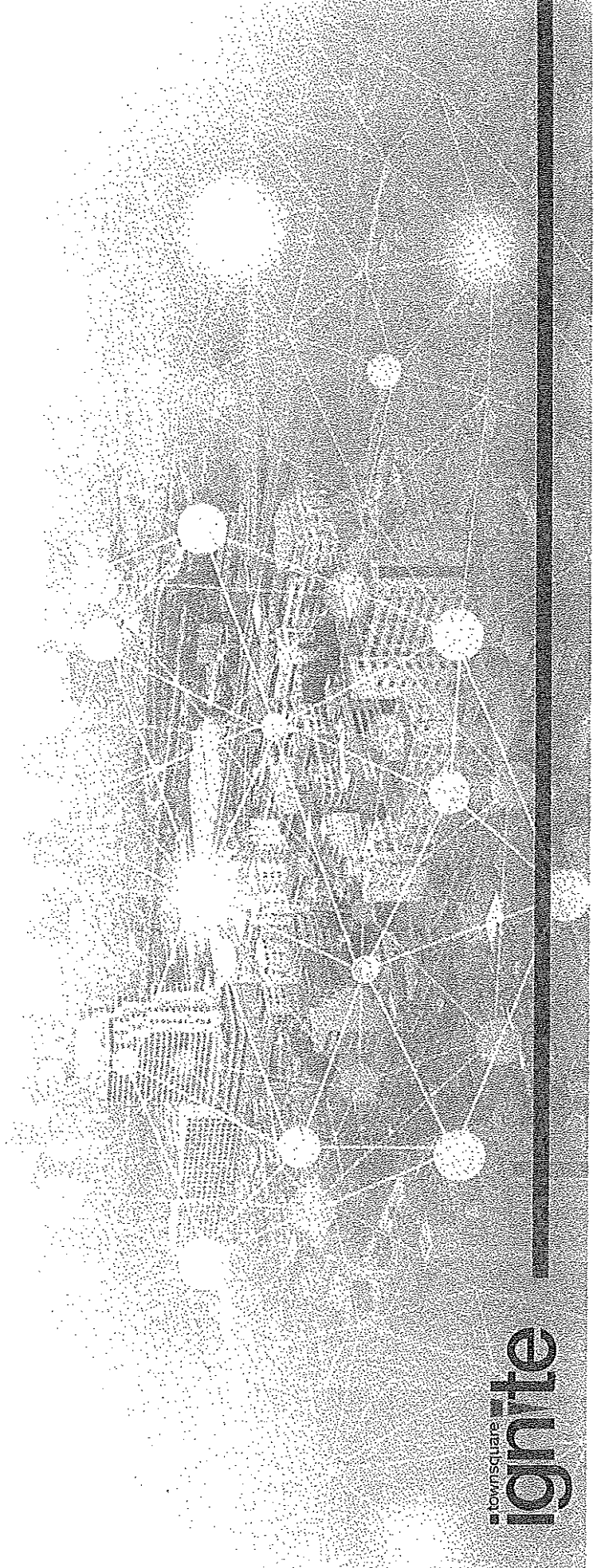
*Retargeting / conversion pixels must be ordered when the contract has been signed. They should be placed on your website immediately upon receipt.
Note: SEM, Social, Email and CRM have a longer timelines to launch.

DLO 1-19-2021
Initial Date

Thank you

www.townsquareignite.com

townsquare
ignite



Context Meets Precision

Reach Your Customers Anytime Anywhere

■ townsquare
ignite

Ross Priest
Digital Sales Lead
320.250.6076 mobile
ross.priest@townsquaremedia.com

MILLE LACS
 **COUNTY**
EST. 1857

MILLE LACS COUNTY

- Executive leadership with decades of digital knowledge and a team of highly qualified professionals
- A history of engaging audiences across Townsquare's owned and operated, national and local content

- Leading ad technology stack with a broad set of data and programmatic media buying partners
- 1st party data for targeting Townsquare's passionate audiences

- Approachable media consultants in 70+ markets across the US who understand local and regional needs
- Knowledgeable and responsive support team on call for planning, solutions, education, insights and more

- Scalable solutions across all digital platforms, customized to achieve individual clients' specific KPIs
- Collaboration on custom keyword and site lists, audience segments and a wealth of targeting techniques

- Every campaign is closely monitored and optimized throughout the entire flight
- Online reporting available 24/7 showcasing daily performance

to find out

Overview of Ignite Tactics

Cross-Platform

-  **Advanced Audience Targeting**
Uses 1st and/or third party data to target consumers based on demographics, behaviors, purchase history/intent, or brand affinity
-  **Contextual Targeting**
Aligns ad with relevant content (at the article level)
-  **Retargeting**
Retargets consumers who have visited the advertiser site
-  **Video Network**
Distributes video across Townsquare's extended network of sites
-  **YouTube TrueView**
Broadcasts pre-roll across YouTube (advertiser only pays for ads that have not been skipped)
-  **YouTube Bumper**
Delivers 6 second, unskippable pre-roll before video content on YouTube
-  **Social Targeting**
Amplifies messaging in users' feeds on Facebook's site and mobile app and Instagram
-  **Email Marketing**
Delivers messaging directly to inboxes of viable prospects
-  **LinkedIn**
Positions your messaging in users' feeds in the world's largest professional networking environment
-  **Search Engine Marketing**
Delivers ads next to relevant search results

-  **CRM Matching**
Onboards advertisers' offline customer data to target those customers online
-  **CRM Matching Plus**
Expands reach to consumers who have similar attributes to those of your customers through Look-Alike Modeling
-  **Search Retargeting**
Delivers ads to consumers with a relevant search history (based on keywords and phrases)
-  **Website Targeting**
Delivers ads to relevant websites (by topic)
-  **Native Desktop Display**
Integrates messaging directly into the pages of national and local publisher sites, mirroring the form and style of editorial
-  **Native Video**
Positions video alongside editorial content on national and local publisher sites, mirroring the form and style of editorial
-  **Run of Network**
Distributes ads across Townsquare's extended network of sites and mobile apps
-  **Addressable Geo-Fencing**
Targets the devices of consumers at specific households or businesses based on a list of addresses provided by the advertiser
-  **Addressable Geo-Fencing with Advanced Audience Targeting**
Reaches a target audience at specific households or businesses (list of addresses is curated by Ignite)

Mobile

-  **Hyper-Local Mobile Plus**
Targets mobile users based on their current location or locations previously visited (up to 365 days in the past)
-  **Event Targeting**
Targets the mobile device of attendees during an event and up to 30 days after the event
-  **Conversion Zones**
Delivers ads to mobile users based on location and recency. Track the success of your targeting by measuring foot traffic to your business (conversion zone)
-  **Snapchat**
Target unique consumers with ads positioned alongside popular content on Snapchat's mobile app

OTT

-  **OTT Connected TV**
Broadcasts video ads in high-impact environments by running on TV screens via connected TV devices
-  **OTT Addressable Geo-Fencing**
Geo-fences the properties on your customer address list and delivers video messaging to the devices seen within those geo-fences.
-  **OTT Behavioral Targeting**
Delivers your video ads to consumers based on their online behaviors
-  **OTT Demographic Targeting**
Reaches your target demographic with video messaging

Campaign Overview



Objectives & Flight

- ▶ Drive consumers to advertiser's website to fill out the registration form
- ▶ KPI: Clicks & Awareness
- ▶ Flight: 2/1/21 – 3/30/21



Target Audience

- ▶ Adults 30+, Veterans, Military/Service members, Interests in Military benefits, AARP, etc.



Geo-Targeting

- ▶ Relevant zip codes within Mille Lacs county and surrounding fringe communities. Communities include: Princeton, Milaca, Mora, Braham, Cambridge, Aitkin, Pine City, Hinckley



Strategy

As your media partner, Townsquare Ignite provides a comprehensive campaign strategy across digital platforms, ensuring all your marketing efforts are working together to reach your target audience and achieve your goals.



Recommended Tactics

Advanced Audience Targeting

Uses 1st and/or 3rd party data to target consumers based on demographics, behaviors, purchase history/intent, or brand affinity

Website Targeting

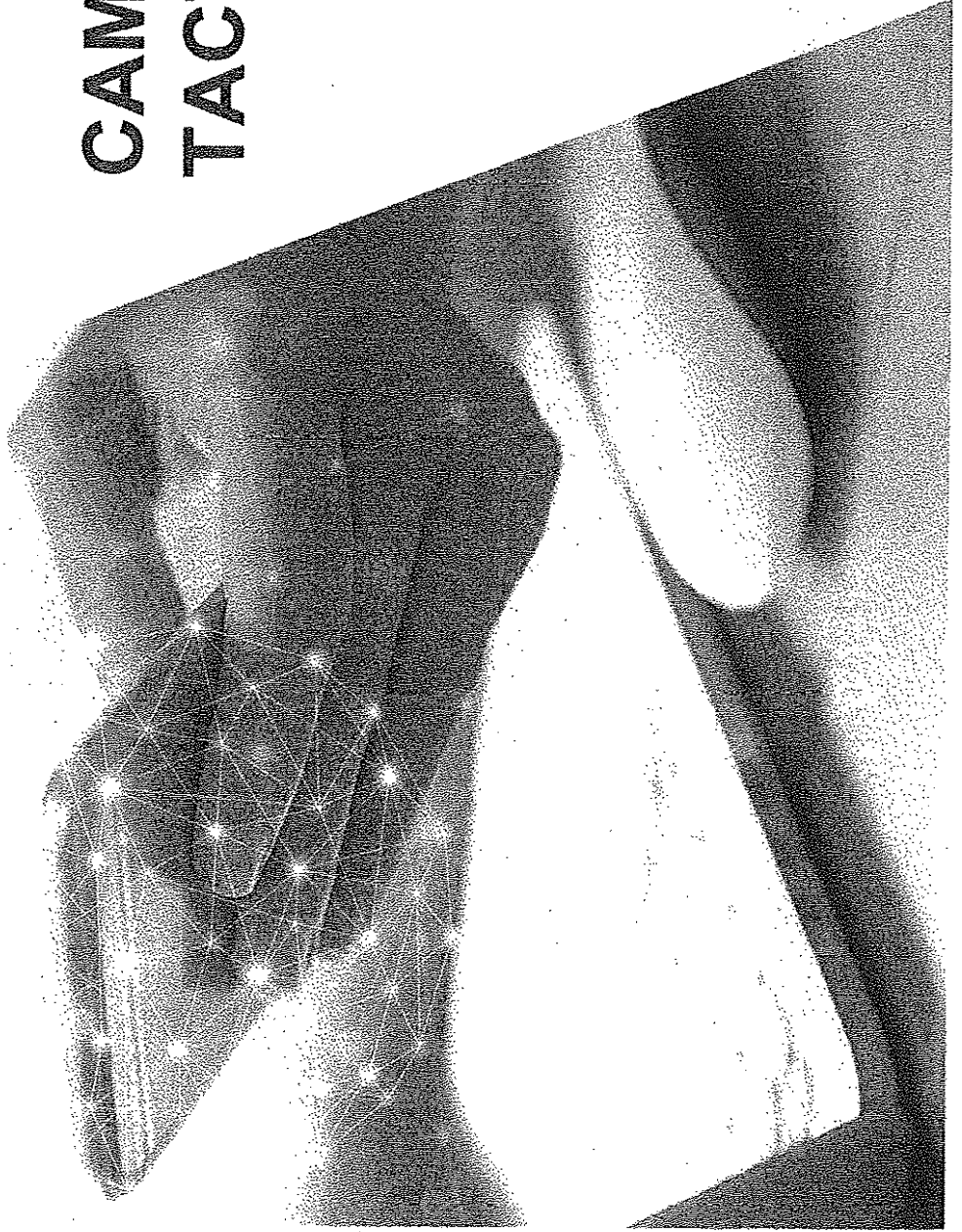
Delivers ads to relevant websites (by topic)

Retargeting

Retargets consumers who have visited the advertiser site



CAMPAIGN TACTICS



MILLE LACS COUNTY



Mocks for illustrative purposes only

This tactic allows you to target mobile and desktop users based on demographics, online behaviors, interests, hobbies and purchase intention.

Mocks for illustrative purposes only.

- ▶ Access to both online & offline data from leading 3rd party data providers, such as BlueKai and Lotame
- ▶ Maximizes advertising budget by laser targeting specific audiences
- ▶ Cross-platform (desktop & mobile)

Targeting:

- **Adults 30+, Veterans, Military Servicemembers, Interests in Military Benefits**

Website Targeting

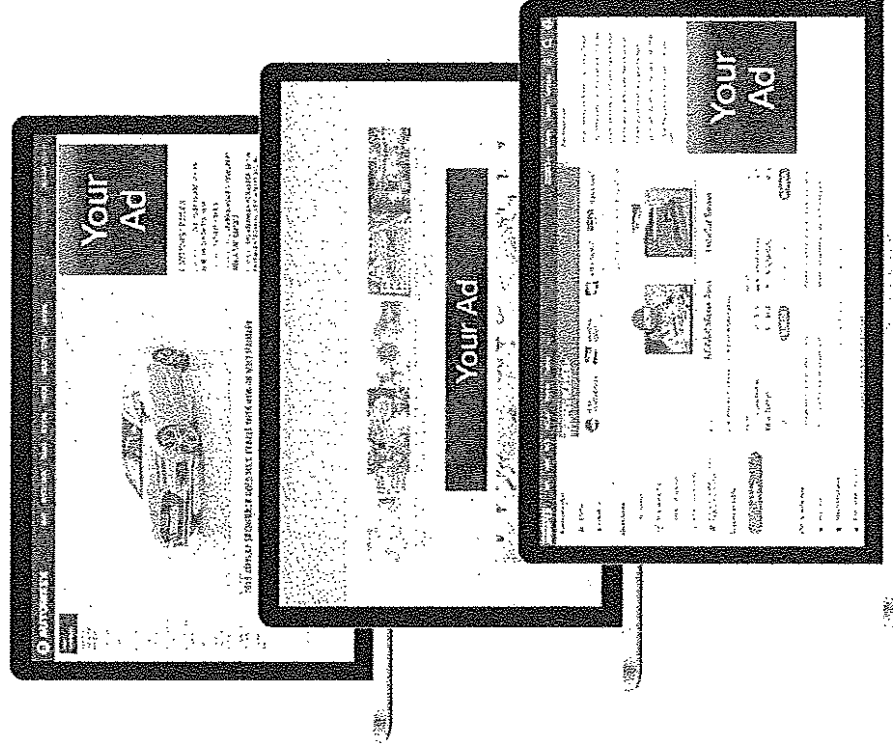
Deliver your messaging across relevant sites to reach consumers engaging with content in environments that align with your business. In addition to targeting sites under specific pre-set categories, create a custom list of sites in collaboration with Townsquare Ignite.

Benefits & Features:

- ▶ Increases awareness and elevates brand perception through alignment with credible content
- ▶ Cross-platform (desktop & mobile)

Targeting:

- ▶ *Militarytimes.com, nationalinterest.org, taskandpurpose.com, armytimes.com, navytimes.com, militarybenefits.info, stripes.com, military.com, aarp.com, breitbart.com, factcheck.org, americanrifleman.org, nraila.org, galls.com,*



Retargeting

Utilize retargeting to deliver your messaging to consumers who have already shown interest in your brand and who are most likely to be considering your products or services.

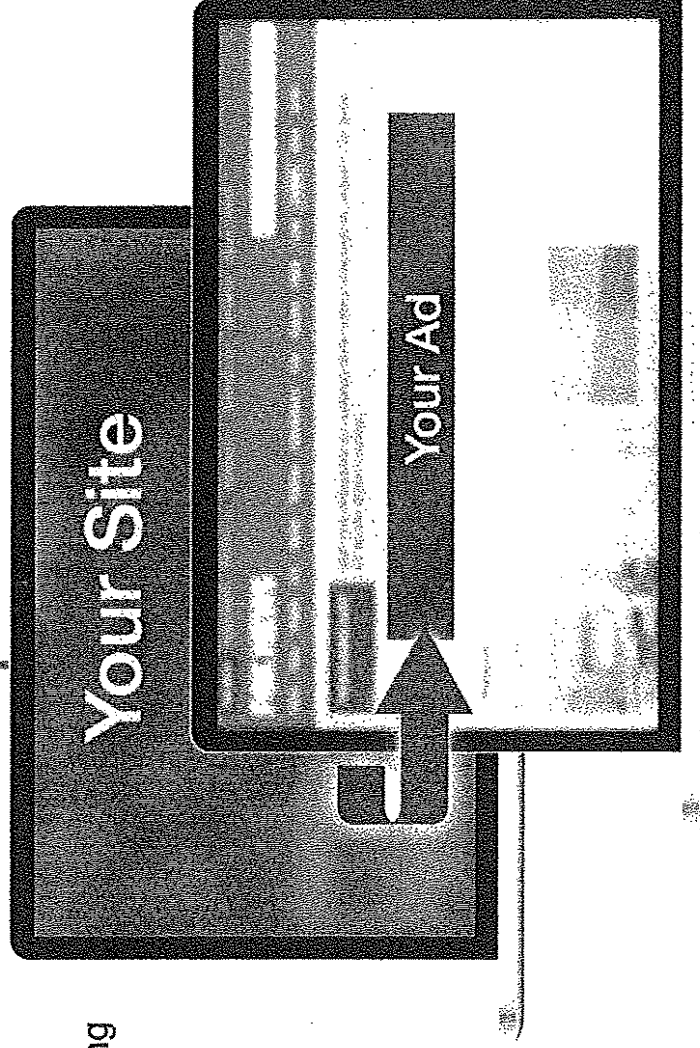
Benefits & Features:

- ▶ Increases conversions by re-messaging your valuable prospects: site visitors
- ▶ Cross-platform (desktop & mobile)

Targeting:

- ▶ Retarget consumers who have visited you:
 - ▶ Homepage
 - ▶ Sign up page

- Visitors of your site will be retargeted with your ad as they consume content across the internet



Radio Spots

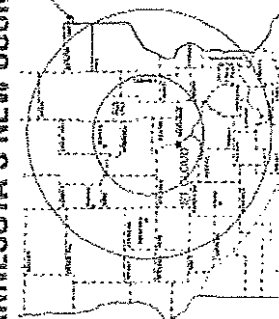
MILLE LACS
COUNTY
EST. 1857

98.1
MINNESOTA'S NEW COUNTRY
100,000 watt
Heritage Country
Radio Station
WWJO-FM 98.1
Signal: 100,000 watt signal
Format: Country
Target: Adults 25-54
www.minnesotasnewcountry.com

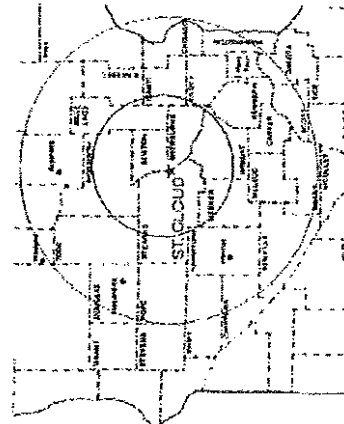
MILLE LACS COUNTY VETERAN'S SERVICES

- 50 (30-second) ads on Minnesota's New Country 98.1 placed Monday-Friday 6am-7pm over 8 weeks. (6+ per week)
- 50 (30-second) ads on The River 96.7 placed Monday-Friday 6am-7pm over 8 weeks.
- 50 (30-second) streaming ads Monday-Sunday 5am-12mid on Minnesota's New Country 98.1 on air stream.
- 50 (30-second) streaming ads Monday-Sunday 5am-12mid on The River 96.7 on air stream.
- January and February bonus based on \$2500 commitment. An additional 50 ads on Minnesota's New Country 98.1 and 50 ads on The River 96.7 placed Best Time Available 12mid-12mid.

96.7
THE RIVER
CENTRAL MINNESOTA'S GREATEST HITS
The Best Of The
70s, 80s and 90s
KZRV-FM 96.7
Signal: 50,000 watt signal
Format: Greatest Hits
Target: Adults 25-54/Female Skew
www.river967.com

98.1
MINNESOTA'S NEW COUNTRY


Total 300 ads
Total Investment
\$2,500 (Value
\$5,600)

96.7
THE RIVER
CENTRAL MINNESOTA'S GREATEST HITS


■ townsquare
ignite

COMMITMENT



Consumer Funnel Marketing

MILLE LACS
COUNTY
EST. 1857

BUILD AWARENESS

Let customers know that you're built to serve the community; whether that's in the future or today.

Radio Spots

Website Targeting

GENERATE INTEREST & BUILD TRUST

Your Online Audience today is more captive than they've ever been. Inform and educate families while they're in their homes consuming Digital Content, News and Video through popular platforms such as Facebook/IG, Hulu, Sling TV, and Google.

Advanced Audience

Retargeting

CONVERT

Target consumers who are ready to buy now AND consumers who are forming their decision now.

ignite

Requested Meeting Date: 01/19/21

(Board meets the 1st and 3rd Tuesday of each month)

Title of Item for Consideration: Consider Appointment of Mille Lacs County Chief Deputy	
Consent Agenda ☒ Approve/Deny Motion ☐ Information Only ☐ Schedule Public Hearing* <i>*provide sample notice that will run in paper</i>	Regular Agenda – Estimate Time Needed: _____ minutes ☐ Approve/Deny Motion ☐ Discussion Item ☐ Direction Requested ☐ Hold Public Hearing* ☐ Presentation of Information <i>*provide copy of hearing notice that was published</i>
Submitted by: Sheriff Don Lorge	Department: Mille Lacs County Sheriff's Office
Who will attend the meeting and be able to respond to questions? Give name and title: Sheriff Don Lorge	
Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates): Notwithstanding the provision of any law to the contrary, the Sheriff of any County may appoint a Chief Deputy of first assistant with the approval of the County Board. Mille lacs county Sheriff Don Lorge is looking to appoint Mille lacs County Sergeant Kyle Burton to Chief deputy to replace retiring Chief Deputy Kent Larson to be affective on January 22nd 2021 This will ensure continuity of operations and effective and efficient public safety operations in Mille Lacs county and requests the approval of the county Board.	
Alternatives/Options/Comments: 	
Recommended Action/Motion: Approve the appointment of Kyle Burton to the position of Chief Deputy for County Sheriff Don Lorge	
Financial Impact: Is there a cost associated with this request? ☐ Yes ☒ No What is the total cost, including tax and shipping? \$ _____ Are funds available in the budget? ☐ Yes ☐ No If no, please explain: _____	
Additional Information Attached: ☐ Contract/Agreement Approved by County Attorney's Office: ☐ Yes ☐ No If no, please explain: _____ ☐ Minutes of Relevant Meeting(s) ☐ Background Information (such as price quotes, etc.)	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	

Board Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 01/19/21

(Board meets the 1st and 3rd Tuesday of each month)

Title of Item for Consideration:

Consider Donation for Mille Lacs County Sheriff's Office Chaplaincy program

Consent Agenda

- ☒ Approve/Deny Motion ☐ Information Only
☐ Schedule Public Hearing*
**provide sample notice that will run in paper*

Regular Agenda – Estimate Time Needed: _____ minutes

- ☐ Approve/Deny Motion ☐ Discussion Item
☐ Direction Requested ☐ Hold Public Hearing*
☐ Presentation of Information
**provide copy of hearing notice that was published*

Submitted by:

Sheriff Don Lorge

Department:

Mille Lacs County Sheriff's Office

Who will attend the meeting and be able to respond to questions? Give name and title:

Sheriff Don Lorge

Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates):

Mille Lacs County Sheriff's Office received a \$100.00 donation from John and Carol Hulett for the Chaplaincy program. The Sheriff's Office is requesting that the County board approve the donation.

Alternatives/Options/Comments:

Recommended Action/Motion:

Approve the acceptance of the \$100.00 donation and apply it towards the Mille Lacs County Sheriff's Office Champlain program

Financial Impact:

Is there a cost associated with this request? ☐ Yes ☒ No

What is the total cost, including tax and shipping? \$ _____

Are funds available in the budget? ☐ Yes ☐ No If no, please explain: _____

Additional Information Attached:

☐ Contract/Agreement

Approved by County Attorney's Office: ☐ Yes ☐ No If no, please explain: _____

☐ Minutes of Relevant Meeting(s)

☐ Background Information (such as price quotes, etc.)

Board action: (for use by Recording Secretary)

☐ Approved ☐ Denied ☐ Tabled: _____

Requested Meeting Date: 01/19/21

(Board meets the 1st and 3rd Tuesday of each month)

Title of Item for Consideration:

Consider Resolution No. 01-14-2021-01, Amending Jail Food Service Contract

Consent Agenda

☒ Approve/Deny Motion ☐ Information Only
☐ Schedule Public Hearing*

**provide sample notice that will run in paper*

Regular Agenda – Estimate Time Needed: _____ minutes

☐ Approve/Deny Motion ☐ Discussion Item
☐ Direction Requested ☐ Hold Public Hearing*
☐ Presentation of Information

**provide copy of hearing notice that was published*

Submitted by:

Bradley Hunt

Department:

Mille Lacs County Jail

Who will attend the meeting and be able to respond to questions? Give name and title:

Don Lorge - Sheriff, Bradley Hunt - Jail Administrator and/or Dustin Namuann - Acting Assistant Jail Administrator

Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates):

Annual meal price adjustment for the Summit Food Service Management Contract

Alternatives/Options/Comments:

Recommended Action/Motion:

Adopt Resolution 01-14-2021-01, Authorize Signature of Contract.

Financial Impact:

Is there a cost associated with this request? ☒ Yes ☐ No

What is the total cost, including tax and shipping? \$ _____

Are funds available in the budget? ☒ Yes ☐ No If no, please explain: _____

Additional Information Attached:

☒ Contract/Agreement

Approved by County Attorney's Office: ☒ Yes ☐ No If no, please explain: _____

☐ Minutes of Relevant Meeting(s)

☒ Background Information (such as price quotes, etc.)

Resolution No. 01-19-2021-01

Board action: (for use by Recording Secretary)

☐ Approved ☐ Denied ☐ Tabled: _____

Resolution No. 01-19-2021-01
AMENDMENT TO THE FOOD SERVICE MANAGEMENT AGREEMENT

This Amendment is made and entered into by and between Mille Lacs County Jail ("Client"), and Summit Food Service, LLC ("Company") (collectively "the Parties").

WHEREAS, The Parties have entered into a certain Food Service Management Agreement (the "Agreement"), effective January 1, 2012

WHEREAS, The Parties have agreed to extend with pricing adjustment the partnership; and

WHEREAS, The Parties now desire to amend said Agreement upon the terms and conditions stated herein.

NOW, THEREFORE, the parties, intending to be legally bound hereby, mutually agree as follows:

1. **Term.** This Agreement shall be extended for an additional year beginning January 1, 2021.
2. **Price.** Company shall charge and Client shall pay:

Population	Current Price	CPI%	New Price
50-59	\$3.06	3.8%	\$3.176
60-69	\$2.74	3.8%	\$2.844
70-79	\$2.48	3.8%	\$2.574
80-89	\$2.30	3.8%	\$2.387
90-99	\$2.16	3.8%	\$2.242
100-109	\$2.02	3.8%	\$2.096
110-119	\$1.92	3.8%	\$1.992
120-129	\$1.86	3.8%	\$1.93
130-139	\$1.78	3.8%	\$1.847
140-149	\$1.74	3.8%	\$1.806

This Amendment is effective as of January 1, 2021. All other terms and conditions of the original Agreement (as modified from time to time) shall remain in full force and effect unless otherwise amended as provided in the Agreement.

CLIENT Mille Lacs County Jail

Signature: _____

Name: _____

Title: _____

Date: _____

David Oslin

Dave Oslin

County Board Chair

1/1/2021

COMPANY: Summit Food Service, LLC

Signature: _____

Name: _____

Title: _____

Date: _____

Marlin C. Sejnoha, Jr.

President & CEO

Requested Meeting Date: 01/19/21

(Board meets the 1st and 3rd Tuesday of each month)

Title of Item for Consideration:

Consider Grant through Hero K9 to Fund Purchase of Equipment for New K9 Squad

Consent Agenda

☒ Approve/Deny Motion ☐ Information Only
☐ Schedule Public Hearing*

*provide sample notice that will run in paper

Regular Agenda – Estimate Time Needed: _____ minutes

☐ Approve/Deny Motion ☐ Discussion Item
☐ Direction Requested ☐ Hold Public Hearing*
☐ Presentation of Information

*provide copy of hearing notice that was published

Submitted by:

Sheriff Don Lorge

Department:

Mille Lacs County Sheriff's Office

Who will attend the meeting and be able to respond to questions? Give name and title:

Sheriff Don Lorge

Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates):

I am advising the County Board that the Sheriff will be applying for a grant through HERO K9 to help offset the cost of setting up a new K9 squad in 2021. This grant will be for \$4150 to pay for equipment needed for a new K9 Squad that is due to be replaced in 2021. This is for the following specific equipment:

In squad kennel, heat alarm and door popper and medical trauma bag for the k9. If the grant is awarded to the Sheriff, these 3 pieces of equipment will be purchased by HERO K9 and donated to the Sheriff's Office.

Alternatives/Options/Comments:

Recommended Action/Motion:

Approve the request to proceed with the grant funding through HERO K9

Financial Impact:

Is there a cost associated with this request? ☐ Yes ☒ No

What is the total cost, including tax and shipping? \$ _____

Are funds available in the budget? ☒ Yes ☐ No If no, please explain: _____

Additional Information Attached:

☐ Contract/Agreement

Approved by County Attorney's Office: ☐ Yes ☒ No If no, please explain: no contract is required to pursue this

☐ Minutes of Relevant Meeting(s)

☐ Background Information (such as price quotes, etc.)

Board action: (for use by Recording Secretary)

☐ Approved ☐ Denied ☐ Tabled: _____

Requested Meeting Date: 01/19/21

(Board meets the 1st and 3rd Tuesday of each month)

Title of Item for Consideration: Consider Reappointing Julie Mohler to University of Minnesota Extension Committee	
Consent Agenda ☒ Approve/Deny Motion ☐ Information Only ☐ Schedule Public Hearing* <i>*provide sample notice that will run in paper</i>	Regular Agenda – Estimate Time Needed: _____ minutes ☐ Approve/Deny Motion ☐ Discussion Item ☐ Direction Requested ☐ Hold Public Hearing* ☐ Presentation of Information <i>*provide copy of hearing notice that was published</i>
Submitted by: Pat Oman, County Administrator	Department: Mille Lacs County Administrative Services Office
Who will attend the meeting and be able to respond to questions? Give name and title: Pat Oman, County Administrator	
Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates): The recommendation is to reappoint Julie Mohler to the County Extension Committee. This is a three year term, starting January 1, 2021 to December 31, 2023.	
Alternatives/Options/Comments:	
Recommended Action/Motion: Approve Reappointment of Julie Mohler to the University of Minnesota Extension Committee.	
Financial Impact: Is there a cost associated with this request? ☐ Yes ☒ No What is the total cost, including tax and shipping? \$ _____ Are funds available in the budget? ☐ Yes ☐ No If no, please explain: _____	
Additional Information Attached: ☐ Contract/Agreement Approved by County Attorney's Office: ☐ Yes ☐ No If no, please explain: _____ ☐ Minutes of Relevant Meeting(s) ☐ Background Information (such as price quotes, etc.)	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	

Requested Meeting Date: 01/19/21

(Board meets the 1st and 3rd Tuesday of each month)

Title of Item for Consideration: Approve Amended JPA for Joint Ditch 1	
Consent Agenda ☒ Approve/Deny Motion ☐ Information Only ☐ Schedule Public Hearing* <i>*provide sample notice that will run in paper</i>	Regular Agenda – Estimate Time Needed: _____ minutes ☐ Approve/Deny Motion ☐ Discussion Item ☐ Direction Requested ☐ Hold Public Hearing* ☐ Presentation of Information <i>*provide copy of hearing notice that was published</i>
Submitted by: Joe Walsh	Department: CAO
Who will attend the meeting and be able to respond to questions? Give name and title: Joe Walsh, County Attorney	
Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates): Previously, the Board approved a redetermination of benefits for Joint Ditch 1 that benefitted properties in both Mille Lacs and Sherburne Counties. This redetermination discovered that there are also benefitted properties in Benton County. As a result, it became necessary to amend the joint powers agreement to ensure that the appropriate representation for all benefitted properties is in the Joint Ditch Authority. I have been in contact with the attorneys representing Sherburne and Benton County, and we have agreed to recommend the attached agreement to accomplish this goal.	
Alternatives/Options/Comments: n/a	
Recommended Action/Motion: Execute the agreement and create the new Joint Ditch Authority as described in this agreement.	
Financial Impact: Is there a cost associated with this request? ☐ Yes ☒ No What is the total cost, including tax and shipping? \$zero Are funds available in the budget? ☐ Yes ☐ No If no, please explain:	
Additional Information Attached: ☒ Contract/Agreement Approved by County Attorney's Office: ☒ Yes ☐ No If no, please explain: _____ ☐ Minutes of Relevant Meeting(s) ☒ Background Information (such as price quotes, etc.) See exhibits to the agreement for more information.	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	

AMENDED JOINT POWERS AGREEMENT BETWEEN BENTON, MILLE LACS, AND SHERBURNE COUNTY DITCH AUTHORITIES

Ditch 1A Joint Drainage Authority

This Joint Powers Agreement (JPA) is between Benton, Mille Lacs, and Sherburne County Ditch Authorities. The Parties are governmental units of the State of Minnesota.

Recitals

Pursuant to Minn. Stats. § 103E.235 and § 471.59, Subd. 10, this Agreement sets forth the obligations for the provision of the powers described in MN. Stat. 103E.011 for the residents of Benton, Mille Lacs, and Sherburne Counties who benefit from Ditch 1A.

Agreement

NOW THEREFORE, Benton, Mille Lacs and Sherburne County Ditch Authorities pursuant to the authority granted by Minnesota Statutes in order to accomplish the foregoing purposes, agree as follows:

1. Term of Agreement

- 1.1 Effective date: January 1, 2021, or the date all required signatures are obtained, whichever date occurs later.
- 1.2 Expiration date: This Agreement continues indefinitely until terminated pursuant to the Termination Section of this Agreement.
- 1.3 The original effective date of this agreement was on or about January 1, 2019, between Mille Lacs and Sherburne County only.

2. Purpose and Agreement between Parties

- 2.1 As described in an Order Initiating the Redetermination of Benefits and Appointing Viewers, attached as **Exhibit A** and incorporated herein, participate as a Joint Drainage Authority in the management, operation and administration, present and future, of a Joint Drainage Authority for Ditch 1A according to the provisions of Minnesota Statutes Chapter 103E, or as may be amended or renumbered, including, but not limited to, the cost apportionment procedures described in MN. Stat. 103E.345 and 103E.711. The land classification map of the properties benefitted by this joint ditch are attached hereto as **Exhibit B**.

3. Joint Ditch Authority Board

- 3.1 The Mille Lacs County Ditch Authority shall appoint three of its members to serve on the Joint Ditch Authority Board: the County Commissioners serving in the three districts closest to the properties benefitted by the joint ditch. The Sherburne County Ditch Authority shall appoint the member whose district the ditch lies in and an alternate to serve on the Joint Ditch

Authority Board. The Benton County Ditch Authority shall appoint the member whose district the ditch lies in and an alternate to serve on the Joint Ditch Authority Board. Further, the Mille Lacs County Ditch Inspector, the Sherburne County Ditch Inspector, and the Benton County Ditch Inspector shall serve as ex-officio members to the Joint Ditch Authority Board. The Board shall meet at least once per year and as often as necessary to administer the duties of a Joint Ditch Authority. The Board shall designate its meeting site, times and dates to conform to Minnesota Law.

- 3.2 The fiscal agent to the Board shall be the Mille Lacs County Auditor/Treasurer. The Mille Lacs County Auditor/Treasurer shall require the account of Ditch 1A to be audited in conjunction with the Mille Lacs County audit and shall provide to the Board, the Sherburne County Auditor/Treasurer, and the Benton County Auditor/Treasurer a copy of the results for such audit. There shall be a strict accounting of all funds. It is incumbent upon the Mille Lacs County Auditor/Treasurer to timely convey information necessary for the Sherburne County Auditor/Treasurer and Benton County Auditor/Treasurer to enter onto the tax rolls any assessments against the benefitted properties.
- 3.3 The secretary to the Board shall be designated by the Board. All minutes and financial records shall be retained at the office of the Mille Lacs County Auditor/Treasurer. A copy of all documents from the meetings or filed on the ditch, any audit, contracts, reports or other documents from the administration of the Ditch shall be provided to the Sherburne County Auditor/Treasurer and the Benton County Auditor Treasurer.
- 3.4 The Board shall have the authority to enter into contracts for the administration of the ditch, procure insurance for the Board and its actions and exercise such other duties as required under Minnesota Statute Chapter 103E. The Board shall adopt such by-laws it deems necessary.
- 3.5 The Board is subject to the Open Meeting Law and Data Practices and hereby designates the Mille Lacs County Auditor/Treasurer as its designated agent.

4. Liability

In order to protect itself, the Board shall procure insurance. The cost of such insurance shall be borne by the Counties and the cost apportioned based upon the percentage of benefitted acres located in each county.

This provision shall not constitute a waiver of the limits of liability by the provisions of Minnesota Statutes Chapter 466 by either Ditch Authority.

5. Records – Availability/Access/Audit

Subject to the requirements of Minnesota Statutes Section 16C.05 Subd. 5, the Board agrees that any records each may jointly, or separately, maintain on behalf of the Joint Drainage Authority shall be accessible to the State Auditor, the Legislative Auditor or any of their duly authorized representatives at any time during normal business hours, and as often as they may reasonably deem necessary, to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Joint Drainage Authority which directly involve transactions relating to this Agreement, if any. All documentation shall be subject to retention in accord with the appropriate retention schedule.

6. Limitations on Authority

The Board shall not have the power to employ people.
The Board shall not have the authority to pledge the full faith and credit of the Counties.

7. Data Privacy

Mille Lacs, Sherburne, and Benton Counties agree their officers, agents, owners, partners, employees, volunteers, subcontractors, or any other such assignee, will abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and all other applicable state and federal laws, rules, regulations or other orders relating to data privacy or confidentiality, and as any of the same may be amended.

8. Termination

8.1 Termination. The terms of this agreement shall end upon: the collection, payment, and otherwise financial satisfaction of all liens associated with the ditch; and, upon the occurrence of any, or all, of the following: the abandonment of the whole, or that part, of the ditch that removes all benefitted property located in Sherburne County and/or Benton County from the ditch rolls; transfer of all rights and interest in the ditch to a successor governmental, or authorized private, entity; upon Court order; due to a change in law or such other circumstances where the Agreement is no longer necessary including, but not limited to, a determination, or re-determination, that all lands benefitted by the ditch are wholly contained in Mille Lacs, Sherburne, or Benton County.

8.2 Distribution of Property upon Termination: Any property or money jointly acquired by the Joint Ditch Authority in the sole possession of any County shall be returned to the individual Counties in proportion to contribution

initially made by the Counties upon termination or completion of this Agreement. Such distribution shall only occur after the payment of any outstanding debt of the Joint Powers Board. The Parties agree that the Board, upon wind down may procure any "tail insurance" as they deem appropriate and the cost shall be borne in proportion to the percentage of acreage of benefitted lands that lie within its borders. The Parties agree that for any liability that arises after the termination of the agreement and distribution of assets, the Parties shall bear the cost in proportion to the percentage of acreage of benefitted lands that lie within its borders.

Certification

Individuals certify that they have authorization to approve the JPA and funding as outlined.

It is further agreed that, unless terminated, this agreement shall stay in full force and effect, subject to the terms and conditions outlined above, until the participating Ditch Authorities mutually agree to amend or revise said agreement in writing.

Sherburne County Ditch Authority

Chair - Sherburne County Ditch Authority

Date

Bruce Messelt,
Sherburne County Administrator

Date

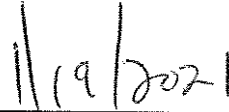
Kathleen Heaney
Sherburne County Attorney (Reviewed as to form and content)

Date

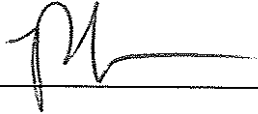
Mille Lacs County Ditch Authority



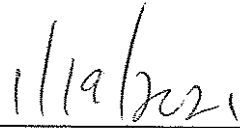
Chair – Mille Lacs County Ditch Authority



Date



Pat Oman,
Mille Lacs County Administrator



Date

Joe Walsh,
Mille Lacs County Attorney (Reviewed as to form and content)

Date

Benton County Ditch Authority

Chair – Benton County Ditch Authority

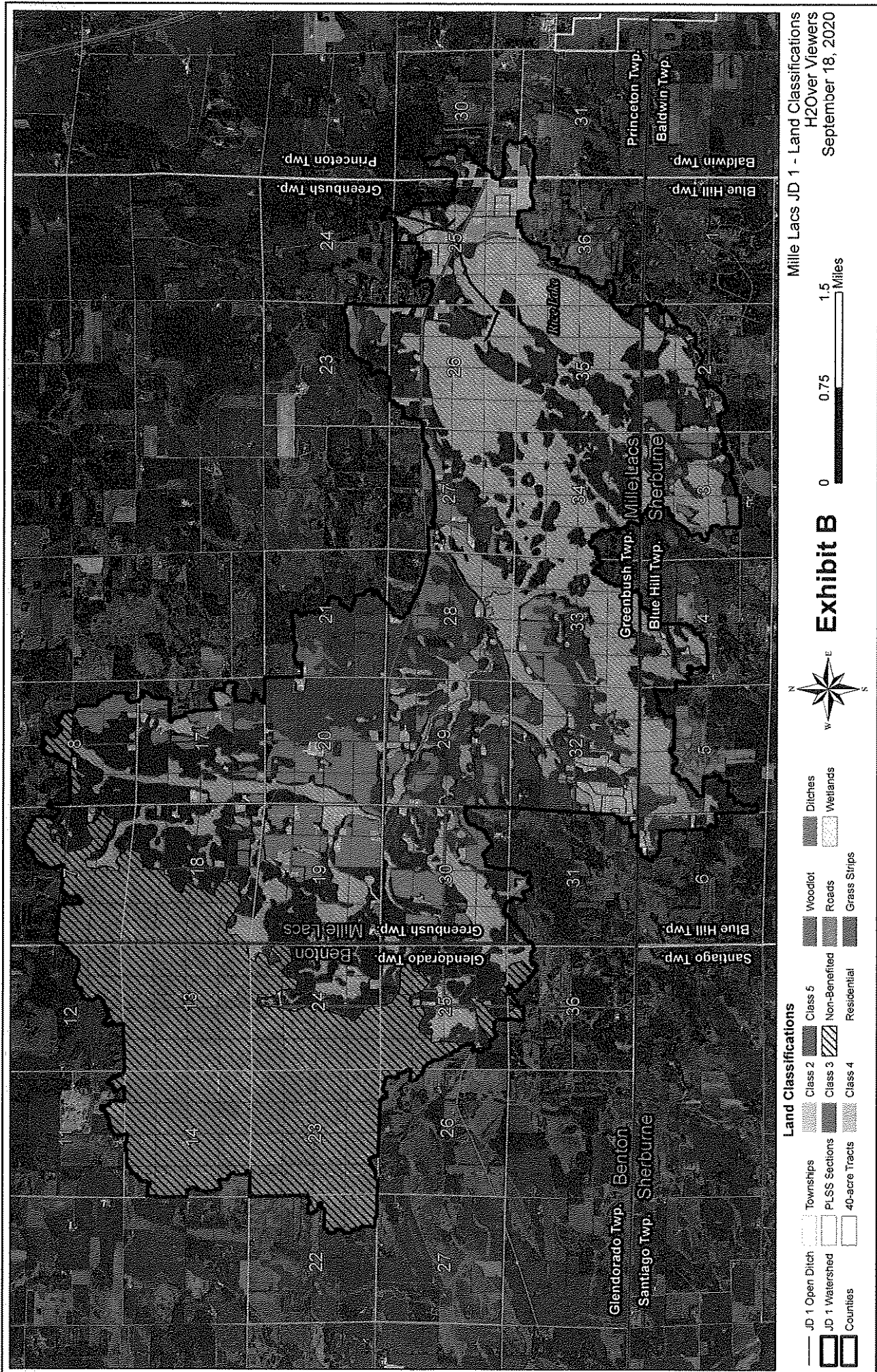
Date

Montgomery Headley,
Benton County Administrator

Date

Philip Miller,
Benton County Attorney (Reviewed as to form and content)

Date



Requested Meeting Date: 01/19/21

(Board meets the 1st and 3rd Tuesday of each month)

Title of Item for Consideration: Information Only: December 2020 Jail Housing Report	
Consent Agenda ☒ Approve/Deny Motion ☒ Information Only ☐ Schedule Public Hearing* <i>*provide sample notice that will run in paper</i>	Regular Agenda – Estimate Time Needed: _____ minutes ☐ Approve/Deny Motion ☐ Discussion Item ☐ Direction Requested ☐ Hold Public Hearing* ☐ Presentation of Information <i>*provide copy of hearing notice that was published</i>
Submitted by: Sheriff Don Lorge	Department: Mille Lacs County Sheriff's Office
Who will attend the meeting and be able to respond to questions? Give name and title: Sheriff Don Lorge	
Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates): In December 2020 Mille Lacs county jail boarded prisoners for DOC for \$1,440.00 Itasca County for \$4,620.00 There was \$51.67 in pay to stay fees and \$577.32 in booking fees for a total of \$6,688.99 This months jail population varied between 29 and 43 inmates a day. Year to date out of county boarding fees collected is approximately \$61,0400.00	
Alternatives/Options/Comments:	
Recommended Action/Motion:	
Financial Impact: Is there a cost associated with this request? ☐ Yes ☐ No What is the total cost, including tax and shipping? \$ _____ Are funds available in the budget? ☐ Yes ☐ No If no, please explain: _____	
Additional Information Attached: ☐ Contract/Agreement Approved by County Attorney's Office: ☐ Yes ☐ No If no, please explain: _____ ☐ Minutes of Relevant Meeting(s) ☐ Background Information (such as price quotes, etc.)	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	

Board Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 01/19/21

(Board meets the 1st and 3rd Tuesday of each month)

Title of Item for Consideration: Open Sealed Publishing Bids	
Consent Agenda ☐ Approve/Deny Motion ☐ Information Only ☐ Schedule Public Hearing* <i>*provide sample notice that will run in paper</i>	Regular Agenda – Estimate Time Needed: 10 minutes ☒ Approve/Deny Motion ☐ Discussion Item ☐ Direction Requested ☐ Hold Public Hearing* ☐ Presentation of Information <i>*provide copy of hearing notice that was published</i>
Submitted by: Eric Bartusch	Department: Auditor - Treasurer
Who will attend the meeting and be able to respond to questions? Give name and title: Nancy Eibes, Land Specialist	
Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates): Minn. Stat. 279.07 requires counties to designate an official newspaper to publish Commissioner proceedings, equalization proceedings, financial statements, the delinquent tax list, and other notices as required. Mille Lacs County has requested bids from local publications. The sealed bids will be opened and read aloud to the County Board. The County Board will then select a bid and designate the official newspaper.	
Alternatives/Options/Comments:	
Recommended Action/Motion: Review bids and designate an official newspaper.	
Financial Impact: Is there a cost associated with this request? ☐ Yes ☒ No What is the total cost, including tax and shipping? \$ _____ Are funds available in the budget? ☐ Yes ☐ No If no, please explain: _____	
Additional Information Attached: ☐ Contract/Agreement Approved by County Attorney's Office: ☐ Yes ☐ No If no, please explain: _____ ☐ Minutes of Relevant Meeting(s) ☐ Background Information (such as price quotes, etc.)	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	

Requested Meeting Date: 01/19/21

(Board meets the 1st and 3rd Tuesday of each month)

Title of Item for Consideration:

Authorize Filling the Lead Child Protection Social Worker Vacancy as a Child Protection Social Worker

Consent Agenda

- ☐ Approve/Deny Motion ☐ Information Only
☐ Schedule Public Hearing*

*provide sample notice that will run in paper

Regular Agenda – Estimate Time Needed: 1 minutes

- ☒ Approve/Deny Motion ☐ Discussion Item
☐ Direction Requested ☐ Hold Public Hearing*
☐ Presentation of Information

*provide copy of hearing notice that was published

Submitted by:

Holly Wilson, Personnel Director

Department:

Administrative Services Office

Who will attend the meeting and be able to respond to questions? Give name and title:

Holly Wilson, Personnel Director

Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates):

The Lead Child Protection Social Worker position became vacant due to a resignation. Administrative Services and Community and Veterans Services are requesting to fill the vacancy as a Child Protection Social Worker. The Social Worker position is a grade L, which is two grades lower than the Lead Child Protection Social Worker position.

Alternatives/Options/Comments:

Recommended Action/Motion:

Authorize Filling the Lead Child Protection Social Worker Vacancy as a Child Protection Social Worker.

Financial Impact:

Is there a cost associated with this request? ☒ Yes ☐ No

What is the total cost, including tax and shipping? \$

Are funds available in the budget? ☒ Yes ☐ No If no, please explain:

Additional Information Attached:

☐ Contract/Agreement

Approved by County Attorney's Office: ☐ Yes ☐ No If no, please explain:

☐ Minutes of Relevant Meeting(s)

☐ Background Information (such as price quotes, etc.)

Position Description

Board action: (for use by Recording Secretary)

☐ Approved ☐ Denied ☐ Tabled:



SOCIAL WORKER

Department:	Community & Veterans Services
Grade:	L
Reports to:	Assigned CVS Supervisor
FLSA Overtime Status:	Non-exempt
Revision Date:	February, 2015

OBJECTIVE

To provide professional, person-centered services to clients as part of a comprehensive program to effectively address service needs, maximize functioning, protect and preserve the welfare of individuals and the community.

SUPERVISION RECEIVED

Works under general supervision of assigned supervisor. Provides work direction to contracted program staff and volunteers.

ESSENTIAL FUNCTIONS

This job description indicates the normal type and level of work expected of the incumbent. Incumbent may be asked to perform other duties as apparent or assigned.

1. Interview clients to assess their service needs in order to coordinate comprehensive care and case management, including formulating specific recommendations relating to internal and external resource utilization, service outcomes, licensing applications, and scheduled evaluations.
2. Provide intake services as assigned, obtaining information to facilitate the identification of client service needs. Respond to inquiries and requests for services, initiate screening to determine the need for immediate action, and provide resource information to the public. Assess problems and determine appropriate response.
3. Conduct investigations in response to reports of neglect or abuse; interview alleged victim and perpetrator of maltreatment, as well as other people who may have pertinent information, such as school personnel or medical professionals. Conduct investigations for day care and foster care licensing purposes.
4. Assess and formulate behavioral, safety, and cognitive intervention plans to address client service needs, including specific recommendations relating to internal and external resources, service outcomes, evaluation schedules, and plan revisions to effectively promote positive quality care in the least restrictive setting.
5. Manage active caseload; provide counseling, advocacy, and service coordination for on-going case management to achieve service plan objectives. Function as lead on teams, and provide direction and consultation to agency staff and service providers.
6. Navigate agency, state, and federal computer systems to complete required documentation related to client activity to ensure the accurate and timely recording, retention, and retrieval of case files. Make recommendations to utilize budgeted crisis, waiver, and other funding sources appropriately.
7. Utilize the authority of the courts, law enforcement, and DHS Commissioner to provide services to clients in need of protection by initiating court proceedings and court actions. Prepare documents to initiate court action and complete court reports. Attend and testify at state and tribal court hearings.



Position Description

Interpret and comply with court orders, and monitor client compliance with court orders. Work collaboratively with court services in delinquency, criminal matters, court visitor requests, guardianship matters, and civil commitments; periodic reviews; and emergency guardianship. Represent the Commissioner of DHS for all licensing appeals, hearings, and court actions related to foster care and child care licenses.

8. Provide immediate response in crisis situations to determine if children and/or vulnerable adults are in imminent danger; work closely with law enforcement to find appropriate placements as necessary. Maintain safety of clients and community by developing and implementing plans to maximize safety and minimize community risk. Effectively engage individuals and families to assess needs and strengths, including safety, risk, and conflict resolution.

MINIMUM QUALIFICATIONS

A Bachelor's degree from an accredited four-year college with a major in social work, psychology, sociology, or closely related field; MN Board of Social Work licensure required for some assignments; some assignments require specific training and experience (e.g., qualified developmental disability professional, child/adult protection, Rule 25, clinical mental health, and licensing). A valid driver's license is required. Must be available to respond to emergencies as needed during non-business hours. Must successfully complete a criminal history background check.

KNOWLEDGE, SKILLS AND ABILITIES

Knowledge of department and county organization and administrative policies, procedures, and practices; generally accepted professional social work practice and ethics; applicable federal, state, and local statutes, rules, and policies; cultural competency and resources; resources available both within and outside the department; data practice laws; socio-economic factors that promote stable family life; and the court system.

Skill in reading, writing, and speaking English proficiently; organizing and prioritizing work; dealing with the public; explaining departmental operations, procedures, laws, and policies; problem solving; interviewing and observation; information gathering, assessment, and documentation; sound decision making; maintaining accurate, current, and complete case files; using the department computer system; working with and making presentations; assignment to community committees; collaborating with a broad range of other community professionals.

Ability to listen effectively; empathetically deal with a broad range of human conditions; remain non-judgmental; motivate a broad range of clients; empower clients to work on outcomes they value; balance conflicting needs with limited resources; deal effectively with a broad range of intense interpersonal conflicts; negotiate effectively with persons and groups; de-escalate hostile and aggressive clients; deliver culturally competent services; utilize effective interviewing techniques; analyze complex situations and evaluate potential for improvement; work independently; follow directions and guidelines; seek out resources and information; and establish and maintain accurate records.

EQUIPMENT

Standard office equipment including computer, calculator, copier, telephone, and other job-related equipment.

*Position Description***WORKING CONDITIONS**

Work is performed in clients' homes, in an office environment, and in a variety of community sites throughout the county. There is regular computer and telephone use; and frequent local travel, including driving on all types of road conditions and in inclement weather. The job requires dealing with and calming individuals who are emotionally charged over an issue and/or potentially violent. There is frequent public contact, some of which is with individuals who may be volatile, threaten physical harm, and/or are under the influence of drugs; these encounters often occur in isolated situations, such as in the client's home, and can potentially become dangerous. There is periodic exposure to potential hazards, such as body fluids, contagious diseases, and environmental hazards in homes.

PHYSICAL REQUIREMENTS

Climbing, balancing, stooping, kneeling, crouching, reaching, twisting, standing, walking, pushing, pulling, lifting, fingering, grasping, feeling, talking, hearing, seeing, repetitive motions.

Light Work: Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or a negligible amount of force constantly to move objects. If the use of arm and/or leg controls require exertion of forces greater than that for Sedentary Work, and the worker sits most of the time, the job is rated for Light Work.

ADA CONSIDERATIONS

Mille Lacs County is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the county will provide reasonable accommodations to qualified individuals with disabilities, and encourages both prospective and current employees to discuss potential accommodations with the employer.

Board approved: 4/21/2015

Requested Meeting Date: 01/19/2021

(Board meets the 1st and 3rd Tuesday of each month)

Title of Item for Consideration: Mille Lacs County Stakeholder Presentations	
Consent Agenda ☐ Approve/Deny Motion ☐ Information Only ☐ Schedule Public Hearing* <i>*provide sample notice that will run in paper</i>	Regular Agenda – Estimate Time Needed: 45 minutes ☐ Approve/Deny Motion ☒ Discussion Item ☐ Direction Requested ☐ Hold Public Hearing* ☒ Presentation of Information <i>*provide copy of hearing notice that was published</i>
Submitted by: Pat Oman	Department: ASO
Who will attend the meeting and be able to respond to questions? Give name and title: Pat Oman, County Administrator	
Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates): The Mille Lacs County Board of Commissioners has requested meetings from stakeholders to review the service that is being provided to Mille Lacs County citizens. Stakeholder meetings are being conducted during County Board meetings scheduled on the following dates: 12/29/2020, 01/05/2021, 01/19/2021. For this County board meeting the following stakeholders have been scheduled in person and via webex: Development Achievement Center (Rod Peltoma); Association of Minnesota Counties (Julie Ring); Lakes and Pines Community Action Council (Bob Benes); Central Minnesota Council on Aging (Lori Vrolson); East Central Regional Development Commission (Bob Voss); Central Minnesota Housing Partnership (Deanna Hemmesch); East Central Regional Library (Carla Lydon); East Central Solid Waste Commissioner (Janelle Troupe). Each stakeholder request will be given 10 minutes to include answering questions from the County Board.	
Alternatives/Options/Comments:	
Recommended Action/Motion: N/A.	
Financial Impact: Is there a cost associated with this request? ☐ Yes ☒ No What is the total cost, including tax and shipping? \$ _____ Are funds available in the budget? ☐ Yes ☐ No If no, please explain: N/A.	
Additional Information Attached: ☐ Contract/Agreement Approved by County Attorney's Office: ☐ Yes ☐ No If no, please explain: _____ ☐ Minutes of Relevant Meeting(s) ☒ Background Information (such as price quotes, etc.) Stakeholder Request Schedule	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	

Stakeholder Meeting Schedule

Tuesday, December 29th, 2020

- Soil and Water Conservation District (Susan Shaw)
- University of Minnesota Extension (Amber Sixberry, Susanne Hinrichs)
- Emergency Medical Services Board (Morrison County Commissioner Jeff Jelinski)

Tuesday, January 5th, 2021

- Minnesota Rural Counties (Dan Larson)
- Initiative Foundation (Don Hickman)

Tuesday, January 19th, 2021

- Development Achievement Center (Rod Peltoma)
- Association of Minnesota Counties (Julie Ring)
- Lakes and Pines Community Action Council (Bob Benes)
- Central Minnesota Council on Aging (Lori Vrolson)
- East Central Regional Development Commission (Bob Voss)
- Central Minnesota Housing Partnership (Deanna Hemmesch)
- East Central Regional Library (Carla Lydon)
- East Central Solid Waste Commissioner (Janelle Troupe)

Communicated Invitation, Waiting for Response:

- Mille Lacs County Fair
- Central Minnesota Jobs and Training (requested and alternative date)

Mille Lacs County Community Health Board
10:00 am, Tuesday, Jan 19th, 2021
Mille Lacs County Historic Courthouse Board Room/Virtual

AGENDA

- A. Call Meeting to Order
- B. Introductions
- C. Review/approve Minutes from 8/4/2020 meeting
- D. Agenda
 - a. Additions
 - b. Deletions
- E. Approval of Agenda
- F. New Business
 - a. Chair & Vice Chair – select new or keep same as current
 - b. Program updates
 - i. Delta Dental Grant- update- Kris
 - ii. WIC-Kris
 - iii. Farmers Market recap of 2020- Kris
 - iv. COVID-19 update- Kay
 - 1. State updates
 - 2. MLC updates
 - a. Current COVID situation updates
 - b. Vaccine administration/planning events
 - v. Other Community Health Services program updates
- G. Old Business
- H. Other Items of Business
- I. Next Meeting
 - a. Next meeting: 5/4/2021
- J. Adjournment

WIC: WIC Staff have been working from home full time since mid-March. WIC continues to work under the USDA Federal Waiver which allows the use of a Physical Presence Exemption and a Measurements/blood work exemption. This is in place until Sept 30th. All WIC appointments are completed over the phone. This has been working very well, it is convenient for clients and much higher show rate for appointments. Measurement data is collected if families have been at doctor appointments to ensure better nutrition assessments. Staff are supported by a Case Aide in the office. There has not been a huge increase in numbers due to the \$600 unemployment money people have been receiving.

COVID-19 Update:

State data: Cases to date: 57,162; newly reported 606 cases with 4 deaths. Positive health care workers: 6,506. People no longer needing isolation: 50,426. Total deaths to date: 1,620. Hospitalizations are increasing with 328 to date. Number in ICU is 159. There are no current congregate care facilities in Mille Lacs County with exposures. The rolling average over the course of the last 7 days of test positivity rate, or the percentage of tests that come back positive is now at 5.1%. Anything over 5% is considered concerning. Worldwide there are over 18+ million cases with just over 700,000 deaths. Question regarding false positives. Kay will look into this question. There is not anything listed at this time. Question on MN deaths – What are the total # of deaths in care facilities? Long term care deaths 1,233 with 40 where Covid-19 is listed on death certificate without a positive test documented for the person. They do not indicate if any of the 40 are included in the 1,233. Pat asked if we (at the County) are staffed appropriately for case investigation and contact tracing. Kay believes we are okay with the 2 trained staff and herself doing case investigation and contact tracing for Mille Lacs County.

Surrounding County Data to date:

County	Total Cases	Total Deaths
Benton	310	3
Isanti	110	0
Kanabec	28	1
Mille Lacs	68	3
Morrison	82	1
Sherburne	657	7

Family Home Visiting: FHV continues to do all visits virtually by videoconference or phone. Most of FHV staff at MDH have been reassigned to work on COVID-19 so many of our projects with them are on hold until in-home visits can occur again. FHV is working on outreach and creative ways to attract and engage families as overall referrals have been down. Fully staffed and working to train in 2 new FHV Public Health Nurses (one 0.7 FTE & one 1.0 FTE).

Family Home Visiting #'s:

Year	# of home visits	# of families served	# of target children
2016	649	43	38
2017	583	39	37
2018	474	43	37
2019	531	42	36

Community Health Conference Update: Cancelled for in person. Still waiting to see if a virtual meeting will be held. Virtual meetings are not as productive. No updates.

Cares Funding Letter: Commissioner Reynolds briefly went over the letter from Commissioner Jan Malcolm. The letter encourages Commissioners to work with public health leadership and the

Pat Oman

From: Todd Hill <todd@hillcapitolstrategies.com>
Sent: Tuesday, January 12, 2021 9:38 PM
To: Jeannette Hill; Pat Oman
Subject: Re: Bill Introductions

Rep Erickson has requested a hearing on HF 63.

Get [Outlook for iOS](#)

From: Jeannette Hill <jen@hillcapitolstrategies.com>
Sent: Tuesday, January 12, 2021 9:08:47 PM
To: Pat Oman <Pat.Oman@millelacs.mn.gov>
Cc: Todd Hill <todd@hillcapitolstrategies.com>
Subject: Bill Introductions

Pat --

Hi! Todd asked me to pass the following bills onto you for review:

HF 49
1837 Ceded Territory Fisheries Technical Committee requirements added.
<http://wdoc.house.leg.state.mn.us/leg/LS92/HF0049.0.pdf>

HF 63
Lake Mille Lacs area economic relief program loans forgiven.
<http://wdoc.house.leg.state.mn.us/leg/LS92/HF0063.0.pdf>

Thank you!

Jeannette Hill
Hill Capitol Strategies, Inc.
612-308-5488
jen@hillcapitolstrategies.com

2021 Mille Lacs County Legislative Platform

Secure Financial Assistance for Unfunded Mandates:

- Fully fund mechanisms to reimburse and/or completely fund Out of Home Placement Costs of Indian Children: MLC is scheduled to receive \$406,178. (MLC's costs are about \$2.2 million/year for Indian children alone for 2020, currently have 92 Indian children in OOH)
- Continue to fund METS system in order to improve functionality thereby reducing county costs of increased staffing needs and overtime costs. The County continues to support improving the existing METS system vs. moving to an alternant system.
- The County supports continued funding for MIECHV program and pushes for additional movement on the Federal level for MIECHV program funding. Last legislative session, the State of Minnesota supported the Family Home Visiting (FHV) Program by increasing the MA funding amount to \$140/visit. Child Protection and the FHV nurses collaborate and work together to promote holistic health and wellness along with providing superior service to those needy families in Mille Lacs County.
- Eliminate cost shifting to counties State Operated Services: AMRTC, St Peter, and CBHH.
- Increase psychiatric beds availability and mental health community services
- Funding for transporting citizens through CVS process. The county requests that the legislature look at the volunteer driver program and requirements and eliminate the tax burden volunteer drivers must pay out of their IRS mileage reimbursement amount.
- Current law requires persons conducting comprehensive assessments to be licensed alcohol and drug counselors (LADC) by 2020. Many counties currently employ staff who are not LADCs to conduct chemical use assessments. Due to the significant shortage of LADCs, counties are very concerned about access to services if individuals are not able to have an assessment done by an LADC in a timely manner. Counties are very concerned about continuing our share of the consolidated treatment fund.

Support the Mille Lacs Band of Ojibwe becoming an Initiative Tribe

- Mille Lacs County has consistently supported the Mille Lacs Band of Ojibwe becoming an Initiative Tribe. This will result in lowered costs to Mille Lacs County on staff time and out of home place costs.

Replace Lost Revenue from Land Transferred into Federal Trust:

- Based on 2018 estimates 65 parcels totaling approximately \$ 184,431,400 in property value has been transferred into federal trust. This is a loss of \$ 4,714,823 in revenue to local tax levying authorities. There is an application for trust on two additional parcels totaling \$ 2,404,100 in land value, and an estimated \$ 38,072 in tax value. This loss of revenue is born by the existing tax payers of the County on the property that remains taxable, while County government services are still being provided to trust lands. A legislative solution for reimburse the County for these losses is essential.



Office of the County Administrator

Administrative Services Office
635 2nd Street SE
Milaca, MN 56353

Phone: (320) 983-8218
Fax: (320) 983-8382

FOR IMMEDIATE RELEASE

Pat Oman, County Administrator
635 2nd Street SE
Milaca, MN 56353
320-983-8218

January 12, 2021

**COUNTY STATEMENT CONCERNING THE MINNESOTA DEPARTMENT OF
TRANSPORTATION PLACEMENT OF HIGHWAY SIGNS**

For more than 100 years, it has been settled law - accepted by the County, the State, the Federal government and even the Band itself - that the Mille Lacs Reservation was disestablished. Now that the Band has sought to re-open that question, it will be decided by the federal courts and not by the Minnesota Department of Transportation's placement of highway signs.

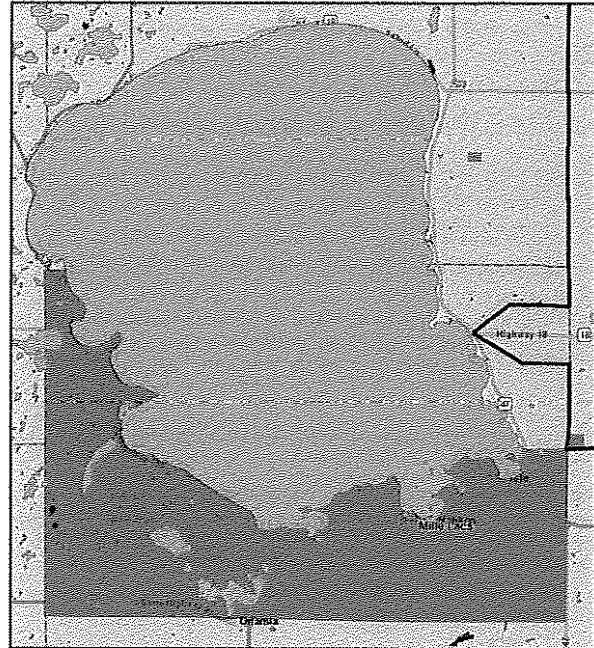
February 2020

Clarification on the Mille Lacs Reservation Boundary

The Attorney General has clarified the State of Minnesota's position on the Mille Lacs Reservation boundary. The Governor agrees with the Attorney General's analysis. The State's position on the boundaries of the Mille Lacs Reservation is consistent with the position of the federal government.

MnDOT will continue to act in accordance with the directions of the Governor's Office and Attorney General's Office and will utilize the same boundary the federal government utilizes for the Mille Lacs Reservation.

MnDOT does not anticipate major changes at this time and looks forward to working collaboratively with Mille Lacs County and the Mille Lacs Band of Ojibwe.



Questions

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Association of
Minnesota Counties

Legislative Policy Priorities

Adopted by AMC Board of Directors 12/7/20

2021

ADD ON

Health and Human Services

COVID-19 Response

Local public health agencies serve a critical role in responding to COVID-19. The pandemic will continue to impact Minnesotans in 2021. Local public health are front and center when it comes to planning and distributing the vaccine. Longer term issues, such as an increasing need for mental health services or housing stability will continue to emerge and put pressure on our local health and human services systems.

AMC supports adequate and flexible funding for public health and a continued statewide response to COVID-19, including vaccine distribution, community outreach and education.

General Government

Supporting Pandemic Recovery Efforts

AMC supports legislative efforts to ensure a speedy, equitable, and sustainable economic recovery that aims to alleviate stresses borne by business owners, employees, landlords, homeowners, renters, and those without access to housing during the pandemic. Priorities include:

Continued support for state and federal business assistance programs to help recovery during and after the pandemic focusing on industries most impacted by the pandemic.

Supporting continued investment in workforce solutions via employment/retraining programs, reducing workforce disparities, and supporting youth employment programs.

Reducing the homelessness crisis in Minnesota by direct investments in emergency shelters and increased assistance for prevention programs (rental assistance/foreclosure prevention programs).

AMC supports legislative efforts to ensure a speedy, equitable, and sustainable economic recovery that aims to alleviate stresses borne by business owners, employees, landlords, homeowners, renters, and those without access to housing during the COVID-19 pandemic.

PRIORITIES

Environment and Natural Resources

Tax-Forfeited Property Costs

When taxes go unpaid on a property in Minnesota, the land is turned over to the state and counties become responsible for administering a tax-forfeited land program to make the land productive again. Counties are seeing costs to cleanup these tax-forfeited parcels that are higher than revenues the land sales generate. AMC has long supported legislative efforts to help pay for the cleanup of these tax-forfeited properties.

AMC supports legislation to address the expenses counties incur for the cleanup and maintenance requirements of blighted or environmentally contaminated tax forfeiture properties.

Transportation & Infrastructure

Transportation Funding

AMC supports equity in transportation infrastructure through continued comprehensive transportation funding that includes new revenue for roads, bridges, and transit.

AMC supports a statewide, integrated, multi-modal transportation system that keeps Minnesota competitive in a global marketplace with long-term, sustainable funding to ensure safe systems that efficiently move people and goods. With over 90% of Minnesota's road mileage under the local jurisdiction and about 80% of bridges on the local system, the gap between projected funding and the amount needed to adequately maintain and improve local roads and bridges is significant. A sustainable investment option from the Legislature would help counties plan for future projects and address the growing need at the local level. Through the AMC Bridging Divides Initiative, we have identified a \$1 billion annual need in new revenue just to maintain the current county road system. AMC continues to advocate for long-term funding; the solution should be comprehensive (multi-modal), balanced (regionally and between modes), sustainable (on-going funding), and dedicated (constitutionally for roads and statutorily for transit).

AMC supports equity in transportation infrastructure through continued comprehensive transportation funding that includes new revenue for roads, bridges, and transit.

For more information, please contact AMC's Government Relations Staff:

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Association of
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Thank you for the opportunity to provide an update on the work that CMCOA and our provider partners are doing in Mille Lacs County to ensure older adults and family caregivers have the supports and resources needed.

The Central MN Council on Aging (CMCOA) is a non-profit organization designated by the Minnesota Board on Aging as the Area Agency on Aging for Stearns, Benton, Sherburne, Wright, Morrison, Todd, Wadena, Cass, Crow Wing, Isanti, Chisago, Pine, Mille Lacs, and Kanabec counties. The CMCOA has a key development function whereby we collaborate with communities, counties, and health and social service providers to increase local capacity to meet the needs of an aging population. This is accomplished through coordinated development of long-term care home-and-community based services. As the regional Area Agency on Aging, CMCOA is responsible for administering at the local level, funding of Older Americans Act (OAA) contracts/grants to area partners to provide supportive services.

CMCOA is **requesting \$2,027 in calendar year 2021** from Mille Lacs County to assist in meeting the administrative match requirement of the OAA funding to local agencies for in-home long-term care services. These services are critical to help people live at home, without falling into the public safety net. This is the same request amount as in previous years. The following outlines the benefits and services provided to Mille Lacs County by the CMCOA.

Administration of Federal OAA Funds: One of the primary roles of our agency is to administer at the local level, the Federal OAA funding. Using a planning process to review needs and trends, CMCOA awards grants and contracts for services to help ensure that a continuum of options and choices are in place that match the needs of the community. In 2019, CMCOA awarded \$220,403 of Federal OAA funding for services in Mille Lacs County and \$314,065 in 2020. This does not include Mille Lacs Tribal support of 30,000 Title III meals provided in May of 2020. The increase funding level includes CARES COVID Relief funding in 2020.

Service	Actual Mille Lacs County Residents 60+ Served Through Federal OAA Services in 2020
Homemaker	31 individuals with 463 hours of homemaking
Congregate	305 individuals with 4,793 congregate meals
Home Delivered Meals	512 individuals with 43,400 home delivered meals
Caregiver Consultant	11 family caregivers with 71 sessions and 81 hours of caregiver consultation, 2 individuals took Powerful Tools for Caregivers workshop
Senior LinkAge	1,427 individuals with 2,281 long term care options counseling sessions
Legal Assistance	26 individuals with 131 hours
Telephone Reassurance	22 individuals with 111 calls

*An additional 30,000 meals were provided to 1,418 Elders, Caregivers and Grandkin of the Mille Lacs Band Tribe

ADD ON

UPCOMING MEETINGS			
Date/Time	Bill #	Description	Author
			Committee/Location
			iCal File

BILL STATUS			
Bill Number	Companion	Description	Author
HF 35		Website Accessibility Grant Advisory Council Established, And Money Appropriated For Grants To Cities And Counties To Improve Website Accessibility.	Rep. Elkins
HF 45	SF 54	All-terrain Vehicle Trail Funding Provided, All-terrain Vehicle Trail Construction Appropriation Availability Extended, And Money Appropriated.	Rep. Ecklund
SF 54	HF 45	Voyager Country Atv Trail And Prospector Loop Trail Appropriation; Voyager Country Atv Trail And Quad Cities Atv Club Appropriation Extension	Sen. Bakk
HF 48		Walleye Safe Harvest Level Negotiation Required, And Report Required.	Rep. Erickson

Position	Status
	Committees: State Government Finance and Elections House Status: Introduction and first reading, referred to State Government Finance and Elections (1/7/21) Senate Status: No Actions
	Committees: Environment and Natural Resources Finance & Policy House Status: Introduction and first reading, referred to Environment and Natural Resources Finance and Policy (1/11/21) Senate Status: No Actions
	Committees: Environment and Natural Resources Finance Senate Status: Authors added Eichorn; Ingebrigtsen; Koran (1/14/21) House Status: No Actions
	Committees: Environment and Natural Resources Finance & Policy House Status: Introduction and first reading, referred to Environment and Natural Resources Finance and Policy (1/11/21) Senate Status: No Actions

Bill Number	Companion	Description	Author	Status	Position
<u>SF 8</u>	<u>HF 98</u>	Federal Funds Received For Covid-19 Purposes To Be Spent Pursuant To A Direct Appropriation By Law Requirement	Sen. Rosen	Committees: State Government Finance and Policy and Elections Senate Status: Referred to State Government Finance and Policy and Elections (1/7/21) House Status: No Actions	
<u>HF 100</u>	<u>SF 12</u>	Natural Resource Commissioner Directed To Reduce Walleye Limit.	Rep. Ecklund	Committees: Environment and Natural Resources Finance & Policy House Status: Introduction and first reading, referred to Environment and Natural Resources Finance and Policy (1/14/21) Senate Status: No Actions	
<u>SF 12</u>	<u>HF 100</u>	Walleye Limit Reduction By The Natural Resources Commissioner Requirement	Sen. Ruud	Committees: Environment and Natural Resources Policy and Legacy Finance Senate Status: Referred to Environment and Natural Resources Policy and Legacy Finance (1/7/21) House Status: No Actions	
<u>HF 120</u>	<u>SF 49</u>	Public Safety Related Modifications Made, And Local Government Aid Withheld From A City That Reduces The Number Of Peace Officers.	Rep. Hertaus	Committees: Taxes House Status: Introduction and first reading, referred to Taxes (1/14/21) Senate Status: No Actions	
<u>SF 49</u>	<u>HF 120</u>	Withholding Of Local Government Aid To Cities That Reduce The Number Of Peace Officers Authorization	Sen. Osmek	Committees: Taxes Senate Status: Referred to Taxes (1/11/21) House Status: No Actions	

From: Daniel Larson <dan27@frontiernet.net>
Sent: Tuesday, January 19, 2021 8:25 AM
Subject: MRC Update / January 19, 2021



Delegates, Alternates and Primary Staff:

MRC is activating plans to address priorities for 2021.

Emergency Readiness Grants: MRC is heading-up the effort to get \$3 million in additional revenues added to the base funding for local emergency managers in each of the 87 counties, 11 federally recognized tribes and four cities of the first class for planning and preparedness activities, including capitol purchases. We are working with the Assn. of MN Emergency Managers (AMEM), AMC and MICA as the primary supporters.

AMEM first introduced the bill in 2019, so this is the third run at securing the much-needed funding. Committee chairman Warren Limmer, R - Maple Grove, has thus far been cool to the idea, while the House has been supportive. This year, we've developed a detailed plan to build a bottom's-up awareness and support program that focusing local pressure on Republican senators who sit on the Senate Judiciary and Public Safety Policy and Finance Committee, and maximizes MRC's leverage. The idea is to make the issue a discussion item within the Senate Majority Caucus as a necessary funding item. The Covid fight highlights the additional burdens on local emergency managers who were already strained under severely restricted budgets and threatened federal cutbacks.

We've developed a letter to the editor on the need for additional base-line funding that local emergency managers will place in the local papers of the Republican members of the committee. Four of the nine committee members represent all or parts of MRC counties and we will be calling on leaders from those counties with specific requests to act once the bill is introduced and the letters to the editor begin showing up in the local papers.

The bill is currently being jacketed and we are working with chief authors Sen. Bill Weber, R - Luverne, and Rep. Paul Marquart, DFL - Dillworth, on strategies for the hearings. Please stay tuned for further updates.

County Based Purchasing: No legislation is necessary at this time, but lead CBP advocates are asking MRC to put a similar grass-roots program into play using the Emergency Readiness Grants letter to the editor strategy as a means of guarding against any move by the HMO's or DHS to erode the progress being made in discussions. We'll be working on that letter this week.

Broadband Funding: Bills have been introduced in the House and Senate appropriating \$120 million in one-time funding this biennium to the Border-to-Border Broadband Grant Program. MRC policy supports the Governor's Broadband Task Force and MN Rural Broadband Coalition policy of \$120 million per biennium in base funding for the program.

- 1-Meeting Agenda

(1/18/2021)

- 2-Minutes 1-12-21

(1/18/2021)

- 3-Minutes 1-14-21

(1/18/2021)

- 4-MPCA Slides

(1/18/2021)

- 5-Commerce Slides

(1/18/2021)

- 6-EPS Slides

(1/18/2021)

- 2-(NEW) Minutes 1-14-21

Senate School Trust Land Hearing Today at 3 p.m.

Tuesday, January 19th, 2021 3:00 PM

Chair: Senator Justin D. Eichorn

Location: Livestream YouTube

This remote committee hearing is conducted pursuant to Temporary Senate Rule 12.1(b). The hearing will be facilitated through Zoom. The hearing will be live-streamed. Streaming options can be found at https://www.senate.mn/media/media_coming_up.html

Agenda:

- External link

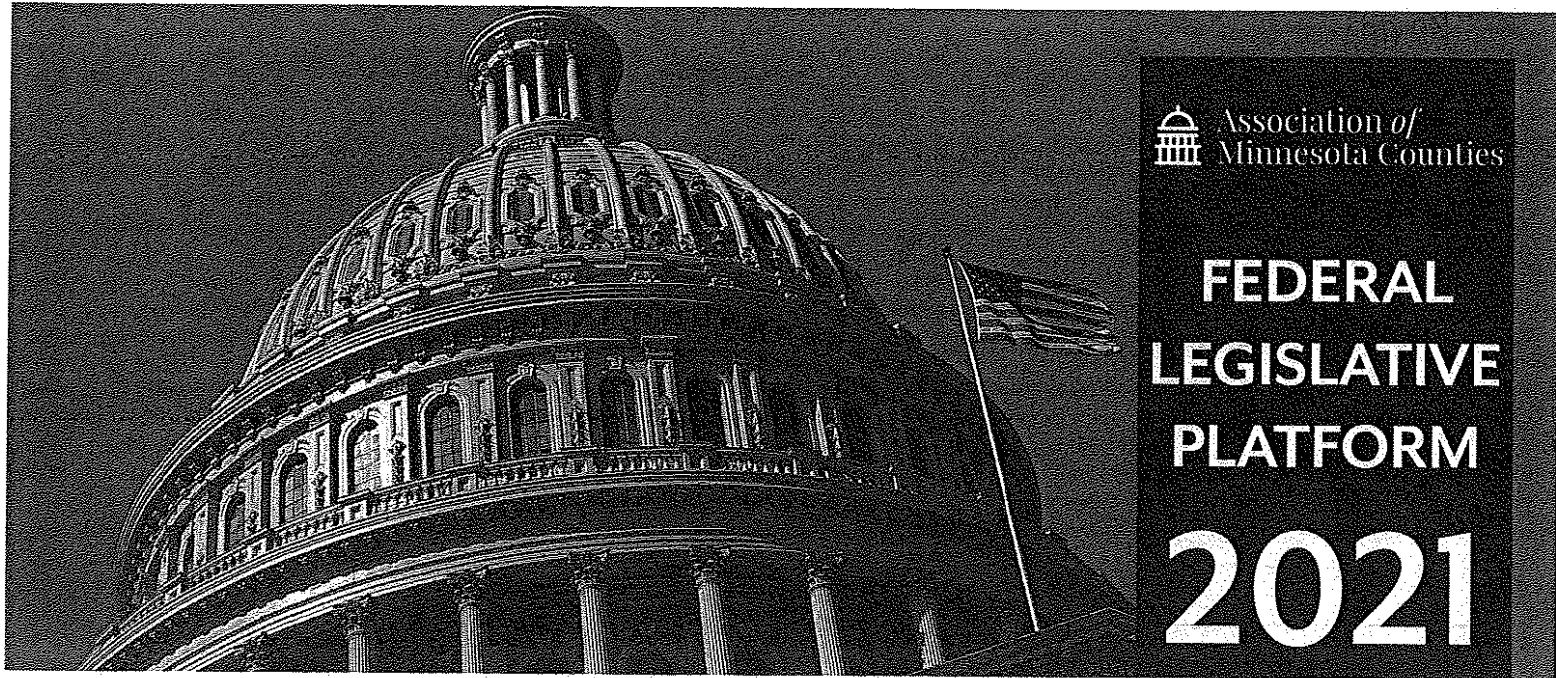
Overview of school trust lands and mining.

Agenda / Audio

House Broadband Hearing:

Wednesday, January 20, 2021 , 8:30 AM

Industrial Education and Economic Development Finance and Policy



 Association of
Minnesota Counties

FEDERAL LEGISLATIVE PLATFORM 2021

ADD ON PRIORITIES

The COVID-19 pandemic has caused an untold amount of suffering, economic impact, and devastation across all parts of the nation. Minnesota counties have seen firsthand the pandemic's effects on our main streets, business and non-profit communities, senior and residential care facilities, renters, and those most in need facing homelessness or without access to food.

In response, counties have shifted all their focus and efforts in 2020 to responding to the community's needs by adopting new and creative ways to continue to serve residents and clients as well as creating customized relief programs aimed at food, shelter, and rent assistance along with business and non-profit grant programs. From partnering with local colleges to support workforce training programs, to creating unique business assistance programs to provide relief to specific industries impacted by the pandemic (logging, pork producers, restaurants), counties have once again proven their ability to work professionally, creatively, and with an eye towards those most in need in their communities.

As counties look to 2021, we know there is much more to be done to ensure a safe, speedy, and equitable recovery. We thank you for your partnership and advocacy on behalf of our state and stand ready to collaborate with you to do best for Minnesotans. ■

Federal Pandemic Response and Relief

Minnesota counties are grateful for Congress' work to pass the Coronavirus Relief Fund (CRF) in April of 2020. Since receiving the funds in June, counties have worked diligently to send millions of dollars out in direct assistance to residents through food, rental, housing, business, and non-profit assistance programs as well as strategic and impactful investments in local public health responses, PPE, broadband, and more. These resources have been critical to Minnesotans suffering from the economic and health impacts of the pandemic and a lifeline to the business and nonprofit communities that are attempting to weather financial disruptions caused by closures and reduced income. As we enter 2021, AMC urges Congress to work expeditiously and in a bipartisan fashion to pass an additional federal pandemic relief package that includes direct allocations to state and local governments with extended spending timeframes, clearer guidelines, and additional flexibility around use of funds. ■

AMC urges Congress to pass an additional federal pandemic relief package that includes direct allocations to local governments with extended spending timeframes and flexibility around the use of funds.

Public Health

AMC supports ongoing, flexible funding for local public health to allow local agencies and the state to continue efforts to mitigate the spread of the COVID-19 virus.

Responding to disasters and emergencies is a core responsibility of Minnesota's local public health departments. Local public health agencies across the state have re-directed their staff to COVID-19 response and have been in full response mode since as early as February. Despite some state and federal funding appropriated in 2020 that was crucial for COVID-19 response, funding for response in 2021 remains unclear for local public health agencies and ongoing response funding will be crucial for local public health response to continue. Ongoing, flexible funding for local public health is needed to continue efforts to mitigate the spread of the virus, investigate cases, deliver essential services to families in quarantine including food and prescription drug delivery, cleaning supplies, transportation, and housing supports. Finally, as the vaccine becomes available, local public health will need to step up and play a key role in community education, outreach, and vaccine delivery. ■

Televisit Flexibility

AMC asks for continued support for televisit flexibility to allow counties to assist more clients.

As a result of the COVID-19 pandemic, local public health has started to deliver services in new ways, including via telemedicine (both phone and video). One of the federal-level requirements for the Women, Infants, and Children (WIC) program is that visits be conducted in-person. During the COVID-19 pandemic, waivers have been put in place at the state and federal level to allow visits to happen via phone or video. However, this waiver expires 30 days after the end of the federal declaration of emergency. Allowing televisits has enabled local public health to reach more clients in need, increase efficiency of staff by allowing them to see more clients and spend less time traveling, and has reduced barriers for clients. For example, clients are still able to access services even if they don't have the transportation to come to local public health offices to meet in person. Although local public health soon hopes to return to in-person visits, permanent changes would provide flexibility in how services are delivered and best meet client needs. ■

WIOA Reauthorization

AMC supports the reauthorization of the Workforce Innovation and Opportunity Act (WIOA) to assist job seekers while promoting a speedy, sustainable, and equitable economic recovery after the pandemic.

A strong federal workforce system is key to our economic recovery after the disastrous effects of COVID-19 on workers, businesses, and local economies. As such, AMC supports the reauthorization of the Workforce Innovation and Opportunity Act (WIOA) which was signed into law in 2014 and is up for reauthorization in 2020. WIOA is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and match employers with the skilled workers they need to compete in the global economy. We support increasing funding for WIOA workforce and adult education grants to at least FY 2020 authorized levels and restore career and technical education (CTE) state grant funding to \$1.3 billion. After nearly two decades of disinvestment, the economy needs significant new investment. ■

Broadband

AMC supports a federal infrastructure bill that includes funding for broadband in order to help achieve border-to-border high-speed internet access the state.

The COVID-19 pandemic has only heightened the need for investment in our broadband infrastructure nationwide as more and more people work, learn, and receive healthcare at home. National efforts that provide tax credits to telecommunication providers and other funding mechanisms that support expanded broadband service help Minnesotans get closer to our statewide goal, particularly in underserved and unserved areas. AMC supports a federal infrastructure bill that includes funding for broadband in order to help achieve border-to-border high-speed internet access the state. AMC also supports the work of NACo's newly created Broadband Task Force to study the lack of reliable broadband and the challenges facing underserved communities. ■

Transportation

Counties play a critical part in the nation's transportation system and should be provided levels of funding and authority that adequately reflect this role. In Minnesota alone, the County State Aid Highway System (CSAH) makes up more than 35,000 miles of roadway in the state while county roads add nearly 15,000 more. Despite the recent one-year extension of the FAST Act, additional highway and transit funding is needed. AMC supports congressional and executive branch efforts to pass a comprehensive infrastructure bill that increases funding for county-owned highways and bridges. In addition, AMC supports fully funding the Federal Transit Authority's Capital Investment Grants which assist communities in funding major transit investments such as heavy rail, commuter rail, light rail, street cars, and bus rapid transit. AMC also supports NACo's work to ensure that the federal government continues subsidies for assisting airlines serving small communities and fully fund the Essential Air Services Program. ■

Child Welfare

AMC supports federal efforts to assist states and counties to make the needed reforms related to the federal Family First Prevention Services Act (FFPSA). The FFPSA is intended to transform child welfare systems. Counties seeking to prevent or respond to abuse and neglect and to support families in preventing children from entering foster care have been further challenged by the impacts of COVID-19 in program implementation. As states and counties continue to work toward implementing FFPSA approaching the 2021 implementation deadline in law, AMC supports administrative flexibility as well as additional funding aimed at assisting counties making the transition. AMC supports maintaining federal Title IV-E funding for placements as states struggle with meeting requirements of the Adam Walsh background study requirements and Child Abuse and Neglect Registry Checks (CANR) during the pandemic. AMC supports a waiver for Qualified Residential Treatment Programs (QRTPs) to be considered Institutions of Mental Diseases (IMDs), to ensure federally funded health care and treatment are available to eligible children in these placements. AMC also supports additional primary prevention resources, outside of the narrow FFPSA definition of candidacy, being provided by the federal government to truly meet the stated goals of FFPSA of providing services that prevent children from entering foster care. ■

Preemption

AMC firmly believes in the importance of local control and community-driven decision making. State and national efforts to "preempt" local governments from making critical decisions or policy changes for their constituents are contrary to the principles of federalism and directly impact community sustainability. ■

Payments in Lieu of Taxes (PILT)/Secure Rural Schools (SRS)

A considerable percentage of land in Minnesota is owned by the federal government, as such, AMC shares the priority of NACo to support restoring the full mandatory funding for the Payments in Lieu of Taxes (PILT) program, which compensates counties for tax-exempt federal land within their boundaries. AMC and NACo also support extending the Secure Rural Schools (SRS) program as a transitional funding mechanism until the federal government fully implements a sustainable long-term forest management program with adequate revenue sharing for forest counties and schools. ■

Support for Individuals & Families

Counties are on the front line in maintaining the safety net for those unable to work and encouraging the achievement of self-sufficiency for those who can. AMC supports increasing federal funding for and alignment among programs that assist those most in need and encourages the maximum amount of efficiency and flexibility possible at the local level. Key federal programs that assist counties in tackling poverty include the Social Services Block Grant, the Community Services Block Grant, the Workforce Innovation and Opportunity Act, the Supplemental Nutrition Assistance Program, and Temporary Assistance for Needy Families. ■

Vital Communities

AMC supports federal assistance to communities in reaching their workforce and economic development potential in order to enhance the quality of life for all Minnesotans. Investments in community development, affordable housing, small/medium business development, infrastructure, job training, and cleanup/redevelopment are integral to these efforts. ■

Jail Healthcare

Minnesota counties are responsible for delivering critical health services to inmates and are required by federal law to provide those services. Many pre-trial inmates have diverse and significant health needs, such as chemical use disorders and mental health diagnoses. Individuals with mental health and/or chemical health indicators are more likely to return to jail than those without these indicators. Providing access to federal health benefits to pre-trial inmates would help counties break the cycle of recidivism caused or exacerbated by untreated mental illness and/or substance use disorders, thereby improving public safety. Inmate health care is a significant cost to counties and those that have not yet been convicted of a crime should retain their eligibility for these programs. AMC urges Congress to pass legislation that would differentiate between pre-trial and post-conviction incarceration and restore pretrial detainee access to federal health benefits. ■

Rural Healthcare

Counties play a critical role in providing healthcare services to citizens across the entire state of Minnesota, including those that live in more rural parts of the state. In some rural Minnesota counties, there are very limited options that exist for healthcare plans and a lack of access to care. AMC supports federal efforts to broaden healthcare access and options throughout the entire state of Minnesota. Policy and funding reforms should provide cost containment while enhancing quality care choices and grant the maximum amount of decision-making authority and flexibility as possible to the local level. ■

Emergency Management Performance Grant (EMPG)

AMC requests that Congress guarantee that the Emergency Management Performance Grant (EMPG) remain a separate program, separately funded from all other grants to ensure it is a truly all-hazards program. Additionally, AMC requests that the EMPG be funded at or above current funding levels, with a requirement that a minimum of 70 percent of EMPG funds be passed through to local government with a 50/50 match requirement. AMC continues to oppose the complete consolidation of the existing Homeland Security and Emergency Management grant programs into block grant programs. ■

State Assumption of the US Clean Water Act: Sec. 404 Permit Program

Section 404 of the Federal Clean Water Act is administered by the US Army Corps of Engineers (Corps) to regulate the discharge of dredged or fill material into waters of the US, including wetlands. Federal law allows for state administration of these programs. Recent changes to interpretation of assumable waters by the Corps prompted AMC to support and pass legislation for Minnesota to develop an application for assumption. Additionally, the Environmental Protection Agency (EPA) is amending the federal 404 assumption regulations to clarify the parameters by which states may assume jurisdiction of the program. Counties believe the time is now to proactively advocate for and pursue changes to the federal rules that will allow states to efficiently and effectively assume jurisdiction of this program, which will provide a more efficient and timely permitting process for local infrastructure projects. ■

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