

**FILLMORE COUNTY  
BOARD OF COMMISSIONERS  
MEETING AGENDA**

**March 22, 2016**

Fillmore County Courthouse, 101 Fillmore Street West - Preston, MN

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Mitch Lentz - First District  
Randy Dahl - Second District

Harry Root – Third District  
Duane Bakke - Fourth District

Marc Prestby - Fifth District

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Pledge of Allegiance

- 9:00 a.m. Approve agenda  
Approve Consent Agenda:
1. March 8, 2016 County Board minutes.
  2. Successful completion of probation for Amy Hershberger, Office Support Specialist Sr., effective March 27, 2016 as recommended by the Social Services Manager.
  3. Successful completion of probation for Christian Bothun, Office Support Specialist Sr., effective March 13, 2016 as recommended by the Social Services Manager.
  4. Successful completion of probation for Traci Corson, Social Worker, effective March 27, 2016 as recommended by the Social Services Manager.
  5. Merit increase for Amy Hershberger to Merit Grade 24/ Step 2(B) effective March 27, 2016 as recommended by the Social Services Manager.
  6. Merit increase for Christina Bothun to Merit Grade 24/ Step 2(B) effective March 13, 2016 as recommended by the Social Services Manager.
  7. Merit increase for Traci Corson to Merit Grade 32/ Step 2(B) effective March 27, 2016 as recommended by the Social Services Manager.
  8. Renewal of Consumption and Display permit and 3.2 Malt Liquor license renewal for Preston Golf and Country Club for April 1, 2016 to April 1, 2017.

Approve Commissioners' Warrants  
Review Auditor's Warrants

- 9:05 a.m. Michael Frauenkron, Feedlot Officer
1. Review 2015 Feedlot program year-end report
  2. Consider 2015 Annual County Feedlot Officer and Performance Credit report and authorize signature of same

- 9:20 a.m. Jason Marquardt, Veteran Services Officer
1. Consider approval of resolution to support Veterans Home in Fillmore County

9:30 a.m. Citizen Input

- 9:35 a.m. Ron Gregg, Highway Engineer
1. Consider final payment resolution for SAP 023-602-020 bridge #23K26 on CSAH 2 for Sumner Township
  2. Consider final payment resolution for SAP 023-602-021 bridge #23K27 on CSAH 2 for Sumner Township
  3. Consider request to advertise for the preservation projects in the County's ½ cent option sales tax program

**FILLMORE COUNTY BOARD OF COMMISSIONERS**

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- 9:50 a.m. Tom Kaase, Sheriff
1. Consider request to pay annual membership contribution for SEMN Emergency Communications Board
  2. Consider request to pay annual membership/participation for the South East Minnesota Violent Crime Enforcement Team

- 10:00 a.m. Neva Beier, Social Services Manager
1. Consider request to approve the Minnesota State/County Child Support Program Cooperative Agreement
  2. Consider request to approve the County IV-D Child Support Cooperative Arrangement with Fillmore County Offices of Human Services, County Sheriff and County Attorney
  3. Consider request to approve Memorandum of Understanding for the Southeast Minnesota Accountable Health Communities Coalition (eleven counties) with Mayo Clinic to align clinical and community services for a regional grant application

Calendar review, announcements and committee reports

**OTHER ADMINISTRATIVE ITEMS:**

1. Consider payment of 2nd qtr. invoice of \$100,515.00 to Olmsted County Community Services for Dodge-Fillmore-Olmsted (DFO) Community Corrections 2016 appropriation in accordance with Joint Powers Agreement.
2. Consider appointment of Steve Heusinkveld to Fillmore County Corrections Task Force Committee with term to expire December 31, 2022 for District III.
3. Consider appointment of Daniel Dornink, Deputy Sheriff, to the Benefits Committee as recommended by Law Enforcement Labor Services.
4. Information regarding withdrawal of grievance from Law Enforcement Labor Services.
5. Consider request to close almost one block of Coffee Street East (County 8), starting at the Parkway/250 intersection, on Saturday, May 14, 2016 from 8:00 a.m. to 7:00 p.m. for special event as requested by the City of Lanesboro and approved by Highway Engineer.
6. Consider request to move public hearing for Highway Capital Preservation Plan from April 5<sup>th</sup> to April 12<sup>th</sup> at 10 a.m. due to publishing requirements.

**MEETINGS: (Conference Room 102U, Fillmore County Courthouse unless otherwise indicated)**

- |                    |            |   |
|--------------------|------------|---|
| Tuesday, March 22  | 7:30 a.m.  | Highway Department, Highway Office, Preston   |
|                    | 9:00 a.m.  | County Board – Special Meeting, Commissioners’ Boardroom, Courthouse, Preston                 |
|                    | 12:00 p.m. | Community Services, Commissioners’ Boardroom, Courthouse, Preston (right after Board meeting) |
|                    | 1:00 p.m.  | Airport Meeting, Airport, Preston   |
| Thursday, March 24 | 5:30 p.m.  | Economic Development Authority  |
| Monday, March 28   | 9:00 a.m.  | Resource, Conservation & Development, Rochester   |
|                    | 6:00 p.m.  | Zumbro Valley Health Center, Rochester  |
| Tuesday, April 5   | 8:00 a.m.  | Finance   |
|                    | 9:00 a.m.  | County Board – Special Meeting, Commissioners’ Boardroom, Courthouse, Preston                 |
|                    | 7:00 p.m.  | Fillmore County Annual Unit of Townships Meeting, Preston Servicemen’s Club, Preston          |

**FILLMORE COUNTY COMMISSIONERS' MINUTES**

**March 8, 2016**

This is a preliminary draft of the March 8, 2016 minutes as interpreted by the Clerk of the Board for use in preparing the official minutes. It is expected that there will be corrections, additions, and/or omissions before the final minutes are reviewed and officially approved by the County Board.

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The Board of County Commissioners of Fillmore County, Minnesota met in regular session this 8th day of March, 2016 at 9:00 a.m. in the Commissioners' Board Room, Fillmore County Courthouse, in the City of Preston.

The following members were present: Commissioners Marc Prestby, Randy Dahl, Duane Bakke, Mitch Lentz, and Harry Root. Also present were: Bobbie Vickerman, Coordinator/Clerk; Sheila Craig, Southeast Minnesota Wastewater Initiative; Cristal Adkins, Zoning Administrator; Michael Frauenkron, Feedlot Officer/Zoning Technician; Shirl Boelter, Auditor/Treasurer; Kristina Kohn, Human Resources Officer; Ronald Gregg, Highway Engineer; Brent Kohn, Highway Maintenance Superintendent; Bonita Underbakke; Thomas Trehus; Karen Reisner, Fillmore County Journal; and Gretchen Mensink-Lovejoy, Republican-Leader.

The Pledge of Allegiance was recited.

On motion by Bakke and seconded by Lentz, the Board unanimously approved the agenda.

On motion by Lentz and seconded by Dahl, the Board unanimously approved the following Consent Agenda:

1. March 1, 2016 County Board minutes, as presented.
2. Merit increase for Diane Olson, Fiscal Officer, to Merit Grade 30/ Step 8 (H) effective March 1, 2016 as recommended by the Social Services Manager.
3. Successful completion of probation for Ashley Rinn, Case Aide, effective March 15, 2016 as recommended by the Social Services Manager.
4. Merit increase for Ashley Rinn, Case Aide, to Merit Grade 26/ Step 2 (B) effective March 15, 2016 as recommended by the Social Services Manager.

On motion by Root and seconded by Bakke, the Board unanimously approved payment of the following Commissioners' warrants:

**WARRANTS**

The Auditor's warrants were reviewed.

Sheila Craig, Community Sewage Treatment Facilitator for SE MN Wastewater Initiative, was present.

The Commissioners were asked to approve a signature for the application to be on the Minnesota Pollution Control Agency Priority List for wastewater funding through Public Facilities Authority for Cherry Grove for a community septic system. Commissioners were concerned that the request is coming before them without the property owners of that area being contacted or a public meeting being held to discuss. Craig noted that this just puts the project on the priority list and that there is no requirement to do the project. Root stated that he wanted the property owners to be a part of the discussion before any action is taken. The Board asked the Greenleafon Community Septic System Committee to meet to discuss this project. It was stated that the committee should be renamed to the Community Septic System Committee.

A motion was made by Dahl and seconded by Bakke to approve signature on the application for Cherry Grove to be put on the Minnesota Pollution Control Agency Project Priority List for wastewater funding. The Chair called for a vote: Commissioners' voting "aye": Prestby, Dahl, Bakke and Lentz. Commissioners' voting "nay": Root. The motion prevailed.

The Citizen's Input portion of the meeting was opened at 9:30 a.m.

Thomas Trehus was present and introduced himself stating that he will be running for the 28B seat for Minnesota House of Representative. Trehus gave the Board a summary of his background and why he decided to run for this office. He noted that if elected he would rely upon relationships with the local units of governments stating they know the communities the best.

The Citizen's Input portion of the meeting was closed at 9:38 a.m.

Kristina Kohn, Human Resources Officer, was present.

On motion by Dahl and seconded by Root, the Board unanimously approved the hire of Jessica Erickson, who is a current Public Health Nurse, as replacement Director of Nursing at \$30.4256/ hour, Grade 16/Step 1, effective April 8, 2016 as recommended by the Hiring Committee.

On motion by Dahl and seconded by Bakke, the Board unanimously approved to advertise for a replacement 1.0 FTE Registered Nurse / Social Worker as recommended by the Coordinator/Community Services Director.

On motion by Dahl and seconded by Root, the Board unanimously approved to change the status of the temporary 0.5 FTE Registered Nurse position to a regular 0.5 FTE Registered Nurse / Social Worker position as recommended by the Coordinator/Community Services Director.

On motion by Bakke and seconded by Dahl, the Board unanimously approved to advertise for an Account Technician/Case Aide for Community Services: Public Health Division, as recommended by the Personnel Committee.

Ronald Gregg, Highway Engineer, and Brent Kohn, Highway Maintenance Superintendent, were present.

On motion by Dahl and seconded by Lentz, the following resolution was unanimously adopted:  
**RESOLUTION 2016-010:** Final payment of \$29,130.45 to Icon Constructors, LLC for project SAP 23-599-092, Fillmore Township

On motion by Dahl and seconded by Bakke, the Board unanimously approved to purchase a MuniBody front unloader box, plow, wing and hydraulics from Universal Truck Equipment in the sum of \$102,087 as recommended by the Highway Engineer.

On motion by Bakke and seconded by Dahl, the Board unanimously approved to purchase a 2016 Mack GU713 AF Tandem Truck from Nuss Truck and Equipment for \$117,345 with a trade-in of the 2002 Ford Sterling of \$25,000 for a total cost of \$92,345 as recommended by the Highway Engineer.

A review of the calendar was done and the following committee reports and announcements were given: Lentz – Joint Powers Southeast MN Emergency Communications and Voice Logging; Root – Bloomfield Township – Root noted that he was questioned by township officials as to why they were being asked to contribute towards squad technology and a request was made for the township to be notified of any and all permits; Dahl – noted he was approached by township officials regarding a request for funds for squad technology; Dahl/Prestby – Department Head – technology and trainings; and Bakke – Local Government Round Table – discussed One Watershed, One Plan and the buffer language.

On motion by Dahl and seconded by Lentz, the Chair adjourned the meeting at 10:35 a.m.

# REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 3/22/2016

Amount of time requested (minutes): 5

Department: Coordinator

Requested By: Kristina Kohn

State item(s) of business. Please provide relevant material for documentation. Outline in detail any action requested of the County Board.

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7. Appoint Dan Dornink to Benefits committee as approved by LELS

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## ADMINISTRATIVE ITEMS:

1. Withdrawal of Grievance from Law Enforcement Labor Services

Check if there will be additional documentation for any item(s) listed above.

Reviewed By: [Click here to enter text.](#)

All requests for County Board agenda time must be received in the office of the County Coordinator by **12:00 p.m. (noon) on the Thursday prior to the scheduled meeting.**



Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
3	DEPT			Board Of Commissioners		
3804	Bakke/Duane 01-003-000-0000-6335		321.84	Mileage 02/02/2016 02/25/2016	Feb 2016	Employee Automobile Allowance
3804	Bakke/Duane		321.84	1 Transactions		
82132	Fillmore Co Journal 01-003-000-0000-6233		9.50	Board Min 2/9/2016	73363	Publications
82132	Fillmore Co Journal		9.50	1 Transactions		
1152	Prestby/Marc 01-003-000-0000-6335		75.60	Mileage 02/02/2016 03/01/2016	Feb 2016	Employee Automobile Allowance
1152	Prestby/Marc		75.60	1 Transactions		
3	DEPT Total:		406.94	Board Of Commissioners	3 Vendors	3 Transactions
11	DEPT			District Court		
4235	DODA & MCGEENEY, P.A. 01-011-000-0000-6261	AP P	25.00	23-JV-14-897 23-JV-14-898	22120	Court Appointed Attorneys
	01-011-000-0000-6261	AP P	25.00	23-JV-15-446	22121	Court Appointed Attorneys
	01-011-000-0000-6261	AP P	50.00	23-JV-15-646	22122	Court Appointed Attorneys
4235	DODA & MCGEENEY, P.A.		100.00	3 Transactions		
4145	LUHMANN LAW, LLC 01-011-000-0000-6261		490.00	23-FA-12-597	357	Court Appointed Attorneys
	01-011-000-0000-6261		220.00	23-FA-05-316	358	Court Appointed Attorneys
4145	LUHMANN LAW, LLC		710.00	2 Transactions		
5146	NETHERCUT SCHIEBER PLLP 01-011-000-0000-6261		250.00	23-PR-15-870	23-PR-15-870	Court Appointed Attorneys
5146	NETHERCUT SCHIEBER PLLP		250.00	1 Transactions		
11	DEPT Total:		1,060.00	District Court	3 Vendors	6 Transactions
14	DEPT			Law Library		
437	Thomson Reuters-West Payment Center 01-014-000-0000-6451		514.08	West Information Charges	833573261	Reference Materials



Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
437	Thomson Reuters-West Payment Center		514.08	1 Transactions		
14	DEPT Total:		514.08	Law Library	1 Vendors	1 Transactions
41	DEPT			Auditor/Treasurer		
82132	Fillmore Co Journal 01-041-000-0000-6241		110.91	Passport Ad	73449	Advertising
82132	Fillmore Co Journal		110.91	1 Transactions		
41	DEPT Total:		110.91	Auditor/Treasurer	1 Vendors	1 Transactions
60	DEPT			Information Systems		
3649	Careytech Studios LLC 01-060-000-0000-6285		37.50	Image Upload Problem Website	265	Professional Fees
3649	Careytech Studios LLC		37.50	1 Transactions		
5397	MN Office Of Enterprise Technology 01-060-000-0000-6639		240.50	Feb 2016 Spam Filtering	16020484	Asset Inventory
5397	MN Office Of Enterprise Technology		240.50	1 Transactions		
60	DEPT Total:		278.00	Information Systems	2 Vendors	2 Transactions
62	DEPT			Elections		
9015	Election Systems & Software (ES & S) 01-062-000-0000-6377		9,693.25	Maintenance & Firmware 2016	955669	Fees And Service Charges
9015	Election Systems & Software (ES & S)		9,693.25	1 Transactions		
82132	Fillmore Co Journal 01-062-000-0000-6241		249.48	Township Polling Place & Hours	73447	Advertising
	01-062-000-0000-6241		110.91	Absentee Voting Ad	73448	Advertising
82132	Fillmore Co Journal		360.39	2 Transactions		
83550	Kelly Printing & Signs 01-062-000-0000-6461		216.00	Township Ballots 2016	23163	Ballots
83550	Kelly Printing & Signs		216.00	1 Transactions		



Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
62	DEPT Total:		10,269.64	Elections	3 Vendors	4 Transactions
91	DEPT			County Attorney		
8576	Corson/Brett 01-091-000-0000-6245		75.00	MSBA Trial Spec.Certification	2016	Registration Fees
8576	Corson/Brett		75.00		1 Transactions	
111	Fillmore Co Treasurer- Credit Card/ACH 01-091-000-0000-6245		252.00	Supreme Ct Lawyer Reg	9399	Registration Fees
111	Fillmore Co Treasurer- Credit Card/ACH		252.00		1 Transactions	
83550	Kelly Printing & Signs 01-091-000-0000-6402		34.70	Envelopes	15797	Stationary And Forms
83550	Kelly Printing & Signs		34.70		1 Transactions	
4927	LEXISNEXIS 01-091-000-0000-6377		175.00	Service 02/01/2016 02/29/2016	3090466823	Fees And Service Charges
4927	LEXISNEXIS		175.00		1 Transactions	
7213	Metro Sales Inc 01-091-000-0000-6377		237.65	Service 03/12/2016 06/11/2016	INV482052	Fees And Service Charges
7213	Metro Sales Inc		237.65		1 Transactions	
437	Thomson Reuters-West Payment Center 01-091-000-0000-6451		188.00	Subscription Product Charges 02/05/2016 03/04/2016	833661958	Reference Materials
437	Thomson Reuters-West Payment Center		188.00		1 Transactions	
91	DEPT Total:		962.35	County Attorney	6 Vendors	6 Transactions
101	DEPT			Recorder		
5155	US RECORDS MIDWEST LLC 01-101-000-0000-6408		158.09	Supplies	3/14/2016	Other Office Supplies
5155	US RECORDS MIDWEST LLC		158.09		1 Transactions	



Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
101	DEPT Total:		158.09	Recorder	1 Vendors	1 Transactions
102	DEPT			Surveyor		
	106 Fillmore Co Treasurer 01-102-000-0000-6561		9.52	Feb Fuel	32	Gasoline Diesel And Other Fuels
	106 Fillmore Co Treasurer		9.52		1 Transactions	
102	DEPT Total:		9.52	Surveyor	1 Vendors	1 Transactions
103	DEPT			Assessor		
	106 Fillmore Co Treasurer 01-103-000-0000-6561		16.66	February Fuel 2016	32	Gasoline Diesel And Other Fuels
	106 Fillmore Co Treasurer		16.66		1 Transactions	
103	DEPT Total:		16.66	Assessor	1 Vendors	1 Transactions
106	DEPT			Unallocated Recording Fee		
	4781 Pro-West & Associates, Inc 01-106-000-0000-6637		6,000.00	Solis Module for LINK Applica	000160	Software Expenses
	4781 Pro-West & Associates, Inc		6,000.00		1 Transactions	
106	DEPT Total:		6,000.00	Unallocated Recording Fee	1 Vendors	1 Transactions
111	DEPT			Facilites Mtce		
	111 Fillmore Co Treasurer- Credit Card/ACH 01-111-000-0000-6580		71.42	Batteries for Emerg Lights	5999	Other Repair And Maintenance Supplies
	111 Fillmore Co Treasurer- Credit Card/ACH		71.42		1 Transactions	
85924	Schilling Supply Company 01-111-000-0000-6411		447.85	TP PT Can Liners Cust Supplies	530800-00	Custodial Supplies
85924	Schilling Supply Company		447.85		1 Transactions	
9206	Winona Heating & Ventilating Inc 01-111-000-0000-6317		2,377.31	Repairs Courthouse	86308	Building Maintenance
9206	Winona Heating & Ventilating Inc		2,377.31		1 Transactions	



Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
111	DEPT Total:		2,896.58	Facilities Mtce	3 Vendors	3 Transactions
125	DEPT			Veteran Services		
4113	MN Assoc Of Co Veterans Service Officer 01-125-000-0000-6242		100.00	MACVSO 2016 Membership	2016	Membership Dues
	01-125-000-0000-6245		50.00	Conference Pre Registration	2016	Registration Fees
4113	MN Assoc Of Co Veterans Service Officer		150.00		2 Transactions	
5162	NACVSO 01-125-000-0000-6242		30.00	NACVSO 2016 Membership	2016	Membership Dues
5162	NACVSO		30.00		1 Transactions	
86018	Schwaab,Inc 01-125-000-0000-6408		21.00	Replacement Ink Pads Jason Sta	A035226	Other Office Supplies
86018	Schwaab,Inc		21.00		1 Transactions	
125	DEPT Total:		201.00	Veteran Services	3 Vendors	4 Transactions
149	DEPT			Other General Government		
4928	1Source 01-149-000-0000-6408		259.76	Office Supplies	154719-0	County Shared Office Supplies
	01-149-000-0000-6408		35.56	Envelopes & Sorter	154721-0	County Shared Office Supplies
	01-149-000-0000-6408		114.26	Package & Chairmat	154722-0	County Shared Office Supplies
	01-149-000-0000-6408		15.86	Gel Pens	154724-0	County Shared Office Supplies
	01-149-000-0000-6408		244.63	Office Supplies	154725-0	County Shared Office Supplies
	01-149-000-0000-6408		68.63	Wrist & Mouse Rests Moistener	154726-0	County Shared Office Supplies
4928	1Source		738.70		6 Transactions	
111	Fillmore Co Treasurer- Credit Card/ACH 01-149-000-0000-6408		27.95	Employee Recog Cake	5411	County Shared Office Supplies
	01-149-000-0000-6372		25.00	Wellness Exp Gift Card	5812	Wellness Grant Expenses
	01-149-000-0000-6372		17.73	Wellness Expense 3 Medallions	5941	Wellness Grant Expenses
111	Fillmore Co Treasurer- Credit Card/ACH		70.68		3 Transactions	
5397	MN Office Of Enterprise Technology 01-149-000-0000-6203		1,300.00	Feb 2016 WAN	DV1602041	Telephone
5397	MN Office Of Enterprise Technology		1,300.00		1 Transactions	



Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
			Amount		
2574	Mulhern/Jennifer				
	01-149-000-0000-6372		25.00	MembersvMember Walking Chall	WellnessPrize
2574	Mulhern/Jennifer		25.00	1 Transactions	Wellness Grant Expenses
6190	Phone Station Inc				
	01-149-000-0000-6204		42.50	Programmed EDA Phone 3/3/2016	72501
6190	Phone Station Inc		42.50	1 Transactions	Telephone Repair And Service
3665	Ratwik,Roszak & Maloney, Pa				
	01-149-000-0000-6285		119.00	Prof Fees	58242
				02/05/2016 02/10/2016	
3665	Ratwik,Roszak & Maloney, Pa		119.00	1 Transactions	Professional Fees
149	DEPT Total:		2,295.88	Other General Government	6 Vendors
					13 Transactions
201	DEPT			Enhanced 911 System	
4441	Independent Emergency Services, LLC				
	01-201-000-0000-6310		100.00	March 911 Service	200-0223
4441	Independent Emergency Services, LLC		100.00	1 Transactions	Contract Repairs And Maintenance
201	DEPT Total:		100.00	Enhanced 911 System	1 Vendors
					1 Transactions
202	DEPT			Sheriff	
5142	ANCOM TECHNICAL CENTER				
	01-202-000-0000-6310		157.35	Repair Portable Radio 2313	58983
5142	ANCOM TECHNICAL CENTER		157.35	1 Transactions	Contract Repairs And Maintenance
106	Fillmore Co Treasurer				
	01-202-000-0000-6561		1,548.19	February Fuel	32
106	Fillmore Co Treasurer		1,548.19	1 Transactions	Gasoline Diesel And Other Fuels
4132	Grand View Lodge				
	01-202-000-0000-6337		949.11	2016 MNBCA Conf D Fuglestad	R6E73E
4132	Grand View Lodge		949.11	1 Transactions	Other Travel Expense
532	Herman's Service				
	01-202-000-0000-6311		671.57	Service & Repairs 2006 Impala	61473
					Miscellaneous Repairs And Maintenance



Vendor No.	Name Account/Formula	Accr	Rpt Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
532	Herman's Service		671.57		1 Transactions	
3282	Independent Stationers 01-202-000-0000-6455		70.95	Batteries	000586672	Law Enforcement Supplies
3282	Independent Stationers		70.95		1 Transactions	
83550	Kelly Printing & Signs 01-202-000-0000-6311		108.00	Squad Replacement Graphics	23230	Miscellaneous Repairs And Maintenance
83550	Kelly Printing & Signs		108.00		1 Transactions	
1752	Mark's Electronics 01-202-000-0000-6650		1,340.00	2017 Squads Equiped w/Lights	550887	Vehicles Purchased
	01-202-000-0000-6311		1,185.00	Install Console&Cage New Duran	553555	Miscellaneous Repairs And Maintenance
1752	Mark's Electronics		2,525.00		2 Transactions	
463	Matt's Body Shop 01-202-000-0000-6311		1,848.60	Squad Car 1501 Repairs	59883	Miscellaneous Repairs And Maintenance
463	Matt's Body Shop		1,848.60		1 Transactions	
83968	MN Bureau Of Criminal Apprehension-CJ 01-202-000-0000-6357		285.00	T Rasmussen DARE Officer Trai	13818-012516DA	Peace Officer Training Expense
83968	MN Bureau Of Criminal Apprehension-CJ		285.00		1 Transactions	
5988	Preston Auto Parts 01-202-000-0000-6311		28.68	Wiper Blades	459013	Miscellaneous Repairs And Maintenance
	01-202-000-0000-6311		6.79	Steering Fluid,Turn Signal Bul	460002	Miscellaneous Repairs And Maintenance
5988	Preston Auto Parts		35.47		2 Transactions	
202	DEPT Total:		8,199.24	Sheriff	10 Vendors	12 Transactions
205	DEPT			Sheriff Contingent Funds		
111	Fillmore Co Treasurer- Credit Card/ACH 01-205-000-0000-6387		55.09	Printer Cartridge ID Printer	5999	Gun Permit Expenses
111	Fillmore Co Treasurer- Credit Card/ACH		55.09		1 Transactions	
532	Herman's Service 01-205-000-0000-6382		185.00	Winch and Tow to Impound	115223	Vehicle Forfeiture Exp Ms169A.63
532	Herman's Service		185.00		1 Transactions	



Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
205	DEPT Total:		240.09	Sheriff Contingent Funds	2 Vendors	2 Transactions
251	DEPT			County Jail		
4026	Bob Barker Company, Inc 01-251-000-0000-6455		316.38	Jail Inmate Supplies	WEB000413352	Law Enforcement Supplies
4026	Bob Barker Company, Inc		316.38		1 Transactions	
5393	Conney Safety Products 01-251-000-0000-6431		126.27	Medical Supplies	05108155	Drugs And Medicine
5393	Conney Safety Products		126.27		1 Transactions	
4899	HEALTHDIRECT #119 01-251-000-0000-6431		426.26	Inmate Meds	17868	Drugs And Medicine
4899	HEALTHDIRECT #119		426.26		1 Transactions	
83204	Houston Co Sheriffs Office 01-251-000-0000-6384		703.25	Board Prisoner	2400-f	Out Of County Board Of Prisoners
83204	Houston Co Sheriffs Office		703.25		1 Transactions	
7506	Language Line Services 01-251-000-0000-6285		7.50	OverthePhone Interpretation Se	3789631	Professional Fees
7506	Language Line Services		7.50		1 Transactions	
3377	Mcbee Systems 01-251-000-0000-6431		8.00	Inmate Meds	2151604	Drugs And Medicine
3377	Mcbee Systems		8.00		1 Transactions	
1514	McKesson Medical-Surgical 01-251-000-0000-6431		163.52	Inmate Medical Supplies	74352600	Drugs And Medicine
1514	McKesson Medical-Surgical		163.52		1 Transactions	
4866	MEEnD CORRECTIONAL CARE,PLLC 01-251-000-0000-6429		2,083.33	Inmate Healthcare March 2016	March 2016	Nurse/Medical Service Agreement
4866	MEEnD CORRECTIONAL CARE,PLLC		2,083.33		1 Transactions	
4090	Morris Electronics 01-251-000-0000-6305		281.25	MyBCA & Echarging Issues	20137214	Machinery And Equipment Repairs
4090	Morris Electronics		281.25		1 Transactions	

Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	
No. Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
251 DEPT Total:		4,115.76	County Jail	9 Vendors	9 Transactions
281 DEPT			Emergency Mgmt Services		
4601 REGION NINE					
01-281-000-0000-6446		2,406.00	Contract Services	ED-0264	Hazardous Midigation Grant
4601 REGION NINE		2,406.00		1 Transactions	
281 DEPT Total:		2,406.00	Emergency Mgmt Services	1 Vendors	1 Transactions
442 DEPT			Wic Program		
4637 ERICKSON/JESSICA					
01-442-000-0000-6335		21.60	WIC Mileage Feb 2016	Feb 2016	Employee Automobile Allowance
			02/01/2016	02/29/2016	
4637 ERICKSON/JESSICA		21.60		1 Transactions	
442 DEPT Total:		21.60	Wic Program	1 Vendors	1 Transactions
443 DEPT			Nursing Service		
4637 ERICKSON/JESSICA					
01-443-000-0000-6335		218.70	Feb 16 Mileage	Feb 2016	Employee Automobile Allowance
			02/01/2016	02/29/2016	
4637 ERICKSON/JESSICA		218.70		1 Transactions	
4177 GATZKE/MICHELE					
01-443-000-0000-6335		355.86	Feb 2016 Mileage	Feb 2016	Employee Automobile Allowance
			02/01/2016	02/29/2016	
4177 GATZKE/MICHELE		355.86		1 Transactions	
1089 Loven/Julie					
01-443-000-0000-6335		163.08	Feb 16 Mileage	Feb 2016	Employee Automobile Allowance
			02/09/2016	02/25/2016	
1089 Loven/Julie		163.08		1 Transactions	
3315 Mever/Paula					
01-443-000-0000-6335		206.33	Feb 2016 Mileage	Feb 2016	Employee Automobile Allowance
			02/01/2016	02/26/2016	
3315 Mever/Paula		206.33		1 Transactions	



Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
443	DEPT Total:		943.97	Nursing Service	4 Vendors	4 Transactions
444	DEPT			Home Health		
1901	Aske/Nancy J 01-444-000-0000-6335		19.49	HHA Auto Exp 02/22/2016	Feb/Mar 2016 03/04/2016	Employee Automobile Allowance
1901	Aske/Nancy J		19.49		1 Transactions	
3801	Bergo/Doreen 01-444-000-0000-6335		77.76	HHA Auto Exp 02/22/2016	Feb/Mar 2016 03/04/2016	Employee Automobile Allowance
3801	Bergo/Doreen		77.76		1 Transactions	
20984	Cardinal Of Minnesota Ltd 01-444-000-0000-6433		3,302.91	Manor Park Lift System Client	Jan 2016	Waiver Reimbursables
20984	Cardinal Of Minnesota Ltd		3,302.91		1 Transactions	
3647	Jergenson/Karin 01-444-000-0000-6335		41.58	HHA Auto Exp 02/22/2016	Feb/Mar 2016 03/04/2016	Employee Automobile Allowance
3647	Jergenson/Karin		41.58		1 Transactions	
3070	Kallis/Sara 01-444-000-0000-6335		203.04	HHA Auto Exp 02/22/2016	Feb/Mar 2016 03/04/2016	Employee Automobile Allowance
3070	Kallis/Sara		203.04		1 Transactions	
8660	Lopez/Debbilyn 01-444-000-0000-6335		22.14	HHA Auto Exp 02/22/2016	Feb/Mar 2016 03/04/2016	Employee Automobile Allowance
8660	Lopez/Debbilyn		22.14		1 Transactions	
1814	Martin/Debra 01-444-000-0000-6335		77.76	HHA Auto Exp 02/22/2016	Feb/Mar 2016 03/04/2016	Employee Automobile Allowance
1814	Martin/Debra		77.76		1 Transactions	
5997	Ostby/Helen 01-444-000-0000-6335		81.54	HHA Auto Exp	Feb/Mar 2016	Employee Automobile Allowance

\*\*\* Fillmore County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No. Account/Formula	Accr	Amount	Service Dates	On Behalf of Name
			Paid On Bhf #	
5997 Ostby/Helen		81.54	02/22/2016 03/04/2016 1 Transactions	
3429 Tienter/Lesa 01-444-000-0000-6335		194.40	HHA Auto Exp 02/23/2016 03/04/2016 Feb/Mar 2016	Employee Automobile Allowance
3429 Tienter/Lesa		194.40	1 Transactions	
444 DEPT Total:		4,020.62	Home Health 9 Vendors	9 Transactions
602 DEPT			County Extension Service	
5154 EO JOHNSON 01-602-000-0000-6310		92.23	Copy Machine CNIN833898	Contract Repairs And Maintenance
5154 EO JOHNSON		92.23	1 Transactions	
6687 Fillmore Co Resource Recovery Center 01-602-000-0000-6377		20.00	Dispose of old TV's 45146	Fees And Service Charges
6687 Fillmore Co Resource Recovery Center		20.00	1 Transactions	
8156 Tri-County Record 01-602-000-0000-6233		32.00	Subscription March 2016	Publications
8156 Tri-County Record		32.00	1 Transactions	
602 DEPT Total:		144.23	County Extension Service 3 Vendors	3 Transactions
1 Fund Total:		45,371.16	County Revenue Fund	89 Transactions

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
111	DEPT			Facilities Mtce		
2841	Integra Telecom					
	12-111-000-0000-6625		75.00	Reprogrammed for PH	120375003	Building Improvement
	12-111-000-0000-6625		75.00	Voicemail Timestamp FCOB	120375005	Building Improvement
	12-111-000-0000-6625		250.80	Equip Upgrade Sheriff Office	120375006	Building Improvement
	12-111-000-0000-6625		4,638.67	Equip Upgrade Sheriff Office	120375007	Building Improvement
2841	Integra Telecom		5,039.47	4 Transactions		
5988	Preston Auto Parts					
	12-111-000-0000-6625		62.22	Paint Supplies for Ext Office	461223	Building Improvement
	12-111-000-0000-6625		26.46	Paint Supplies for Extension	461600	Building Improvement
5988	Preston Auto Parts		88.68	2 Transactions		
4876	True Value Hardware					
	12-111-000-0000-6625		104.95	Paint for Extension Office	B95441	Building Improvement
4876	True Value Hardware		104.95	1 Transactions		
111	DEPT Total:		5,233.10	Facilities Mtce	3 Vendors	7 Transactions
610	DEPT			Greenleafton Septic System District		
3679	Stantec Consulting Services, Inc (SCSI)					
	12-610-000-0000-6273		287.50	Prof Services Greenleafton	1016465	Professional Fees
				02/02/2016 02/05/2016		
3679	Stantec Consulting Services, Inc (SCSI)		287.50	1 Transactions		
610	DEPT Total:		287.50	Greenleafton Septic System District	1 Vendors	1 Transactions
12	Fund Total:		5,520.60	INFRA FUND		8 Transactions



Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
300	DEPT			Highway Administration		
5016	A+ Imaging Systems 13-300-000-0000-6377		735.76	COPIER METER READING 032516	102056	Fees And Service Charges
5016	A+ Imaging Systems		735.76	1 Transactions		
110	Fillmore Co Treasurer 13-300-000-0000-6205		34.25	POSTAGE 032516	FEBRUARY	Postage And Postal Box Rent
110	Fillmore Co Treasurer		34.25	1 Transactions		
300	DEPT Total:		770.01	Highway Administration	2 Vendors	2 Transactions
310	DEPT			Highway Maintenance		
1891	Bruening Rock Products, Inc. 13-310-000-0000-6505		1,194.55	ROCK 032516	2312	Aggregate
	13-310-000-0000-6505		632.68	ROCK 032516	2884	Aggregate
1891	Bruening Rock Products, Inc.		1,827.23	2 Transactions		
5751	Fastenal Company 13-310-000-0000-6466		89.94	SAFETY SUPPLIES 032516	67199	Safety Materials
5751	Fastenal Company		89.94	1 Transactions		
145	G & K Services 13-310-000-0000-6293		450.67	UNIFORMS 032516	1491208	Uniform Expense
145	G & K Services		450.67	1 Transactions		
9121	Kokinos/Todd 13-310-000-0000-6466		200.00	SAFETY BOOTS 032516		Safety Materials
9121	Kokinos/Todd		200.00	1 Transactions		
2332	Rislov/Ken 13-310-000-0000-6580		40.71	CRACK FILLING SUPPLIES 032516		Other Repair And Maintenance Supplies
2332	Rislov/Ken		40.71	1 Transactions		
3232	Warning Lites Of Mn Inc 13-310-000-0000-6245		34.95	REGISTRATION 032516	154669	Registration Fees
3232	Warning Lites Of Mn Inc		34.95	1 Transactions		
6138	Woellert/Neil 13-310-000-0000-6466		45.25	CDL RENEWAL 032516		Safety Materials

Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No. Account/Formula	Accr	Amount	Service Dates	On Behalf of Name
			Paid On Bhf #	
6138 Woellert/Neil		45.25	1 Transactions	
310 DEPT Total:		2,688.75	Highway Maintenance	7 Vendors 8 Transactions
320 DEPT			Highway Construction	
99 Erickson Engineering Co 13-320-000-0000-6265		162.00	CONSULTING 032516	11685 Consulting
99 Erickson Engineering Co		162.00	1 Transactions	
4765 Midwest Contracting, LLC 13-320-000-0000-6343	AP P	3,473.69	602-020 R/C Fnl	SAP 23-602-020 Regular Construction Contracts
13-320-000-0000-6361	AP P	15,171.92	602-020 B/B Fnl	SAP 23-602-020 State Bridge Bonding (Fund29)
13-320-000-0000-6343	AP P	17,432.33	602-021 R/C Fnl	SAP 23-602-021 Regular Construction Contracts
4765 Midwest Contracting, LLC		36,077.94	3 Transactions	
4079 Village Farm & Home 13-320-000-0000-6377		25.97	CONSTRUCTION SUPPLIES 032516	23783 Fees And Service Charges
4079 Village Farm & Home		25.97	1 Transactions	
320 DEPT Total:		36,265.91	Highway Construction	3 Vendors 5 Transactions
330 DEPT			Equipment Maintenance Shops	
5435 Ag Electrical Specialist, Inc 13-330-000-0000-6575		150.00	PARTS 032516	A29190 Machinery Parts
13-330-000-0000-6575		65.00	PARTS 032516	A29248 Machinery Parts
5435 Ag Electrical Specialist, Inc		215.00	2 Transactions	
3691 Bauer Built Inc 13-330-000-0000-6516		60.00	LABOR 032516	20391 Tires & Repairs
13-330-000-0000-6516		5.00	TIRES/PARTS 032516	20391 Tires & Repairs
13-330-000-0000-6516		40.00	LABOR 032516	20614 Tires & Repairs
13-330-000-0000-6516		5.00	TIRES/PARTS 032516	20614 Tires & Repairs
3691 Bauer Built Inc		110.00	4 Transactions	
8173 Boyer Trucks 13-330-000-0000-6575		100.75	PARTS 032516	1041049 Machinery Parts
13-330-000-0000-6575		537.61	PARTS 032516	166249R Machinery Parts

Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No. Account/Formula	Accr	Amount	Service Dates	On Behalf of Name
			Paid On Bhf #	
8173 Boyer Trucks		638.36	2 Transactions	
4545 Brown's Tire & Battery Inc				
13-330-000-0000-6516		53.39	TIRES/PARTS 032516	149701 Tires & Repairs
13-330-000-0000-6516		53.39	TIRES/PARTS 032516	149765 Tires & Repairs
4545 Brown's Tire & Battery Inc		106.78	2 Transactions	
6175 Carolan/Jared				
13-330-000-0000-6317		7.60	BLDG MAINT SUPPLIES 032516	Building Maintenance
6175 Carolan/Jared		7.60	1 Transactions	
2322 Carquest				
13-330-000-0000-6575		126.21	FILTERS 032516	1537212031 Machinery Parts
13-330-000-0000-6575		222.54	FILTERS 032516	1537213649 Machinery Parts
13-330-000-0000-6575		56.08	FILTERS 032516	1537213927 Machinery Parts
13-330-000-0000-6576		83.41	SUPPLIES 032516	1537214046 Shop Supplies & Tools
13-330-000-0000-6575		54.93	FILTERS 032516	1537214161 Machinery Parts
2322 Carquest		543.17	5 Transactions	
6617 Chatfield Parts House				
13-330-000-0000-6575		10.10	PARTS 032516	581468 Machinery Parts
6617 Chatfield Parts House		10.10	1 Transactions	
4598 Class C Solutions Group				
13-330-000-0000-6576		144.54	SUPPLIES 032516	8215642001 Shop Supplies & Tools
13-330-000-0000-6576		117.49	SUPPLIES 032516	8233937001 Shop Supplies & Tools
4598 Class C Solutions Group		262.03	2 Transactions	
5826 Culligan Water Conditioning				
13-330-000-0000-6317		32.92	DRINKING WATER 032516	913778 Building Maintenance
5826 Culligan Water Conditioning		32.92	1 Transactions	
8165 Dave Syverson Freightliner				
13-330-000-0000-6575		249.17	PARTS 032516	244218 Machinery Parts
13-330-000-0000-6575		999.45	PARTS 032516	244571 Machinery Parts
13-330-000-0000-6575		526.15	PARTS 032516	244573 Machinery Parts
13-330-000-0000-6575		213.36	PARTS 032516	244823 Machinery Parts
13-330-000-0000-6575		9.12	PARTS 032516	245206 Machinery Parts
13-330-000-0000-6575		99.14	PARTS 032516	245207 Machinery Parts



Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No. Account/Formula	Accr	Amount	Service Dates	On Behalf of Name
			Paid On Bhf #	
13-330-000-0000-6575		157.03	PARTS 032516	245516 Machinery Parts
13-330-000-0000-6575		46.38	PARTS 032516	245689 Machinery Parts
8165 Dave Syverson Freightliner		2,299.80		8 Transactions
5751 Fastenal Company				
13-330-000-0000-6576		95.39	SUPPLIES 032516	66838 Shop Supplies & Tools
13-330-000-0000-6576		42.09	SUPPLIES 032516	66921 Shop Supplies & Tools
13-330-000-0000-6576		1.76	SUPPLIES 032516	66937 Shop Supplies & Tools
13-330-000-0000-6576		97.55	SUPPLIES 032516	66954 Shop Supplies & Tools
13-330-000-0000-6576		105.27	SUPPLIES 032516	67079 Shop Supplies & Tools
13-330-000-0000-6576		26.78	SUPPLIES 032516	67113 Shop Supplies & Tools
13-330-000-0000-6576		37.32	SUPPLIES 032516	67132 Shop Supplies & Tools
13-330-000-0000-6576		115.73	SUPPLIES 032516	67243 Shop Supplies & Tools
13-330-000-0000-6576		5.92	SUPPLIES 032516	67266 Shop Supplies & Tools
5751 Fastenal Company		527.81		9 Transactions
145 G & K Services				
13-330-000-0000-6576		378.63	SUPPLIES 032516	1491208 Shop Supplies & Tools
145 G & K Services		378.63		1 Transactions
4768 Gillund Enterprises				
13-330-000-0000-6576		196.76	SUPPLIES 032516	819963 Shop Supplies & Tools
4768 Gillund Enterprises		196.76		1 Transactions
6696 H & L Mesabi				
13-330-000-0000-6575		433.34	PARTS 032516	95556 Machinery Parts
6696 H & L Mesabi		433.34		1 Transactions
155 Hammell Equipment Inc				
13-330-000-0000-6575		11.94	FILTER 032516	1175951 Machinery Parts
13-330-000-0000-6575		11.94	FILTER 032516	1175984 Machinery Parts
155 Hammell Equipment Inc		23.88		2 Transactions
532 Herman's Service				
13-330-000-0000-6575		235.00	LABOR 032516	61389 Machinery Parts
13-330-000-0000-6575		128.35	PARTS 032516	61389 Machinery Parts
532 Herman's Service		363.35		2 Transactions
3714 Hovey Oil Co Inc				

Vendor No.	Name	Account/Formula	Rpt Accr	Amount	Warrant Description	Service Dates	Invoice #	Paid On Bhf #	Account/Formula Description	On Behalf of Name
		13-330-000-0000-6561		3,583.40	GAS	032516	90921		Gasoline Diesel And Other Fuels	
		13-330-000-0000-6561		1,061.65	#2 DIESEL	032516	90925		Gasoline Diesel And Other Fuels	
		13-330-000-0000-6561		1,087.15	#2 DIESEL	032516	90927		Gasoline Diesel And Other Fuels	
		13-330-000-0000-6561		755.40	#2 DIESEL	032516	90935		Gasoline Diesel And Other Fuels	
		13-330-000-0000-6561		470.40	GAS	032516	90935		Gasoline Diesel And Other Fuels	
3714	Hovey Oil Co Inc			6,958.00						5 Transactions
2343	Kingsley Mercantile									
		13-330-000-0000-6575		43.74	PARTS	032516	25		Machinery Parts	
2343	Kingsley Mercantile			43.74						1 Transactions
9135	Kris Engineering Inc									
		13-330-000-0000-6575		768.98	CUTTING EDGES	032516	26545		Machinery Parts	
9135	Kris Engineering Inc			768.98						1 Transactions
225	Marzolf Implement Company									
		13-330-000-0000-6576		33.52	SUPPLIES	032516	2277		Shop Supplies & Tools	
225	Marzolf Implement Company			33.52						1 Transactions
3113	Mississippi Welders Supply Co									
		13-330-000-0000-6576		273.95	SUPPLIES	032516	2186126		Shop Supplies & Tools	
3113	Mississippi Welders Supply Co			273.95						1 Transactions
3032	Motor Parts & Equipment Inc									
		13-330-000-0000-6576		14.89	SUPPLIES	032516	20793		Shop Supplies & Tools	
		13-330-000-0000-6576		3.86	SUPPLIES	032516	21159		Shop Supplies & Tools	
		13-330-000-0000-6575		5.99	PARTS	032516	21357		Machinery Parts	
3032	Motor Parts & Equipment Inc			24.74						3 Transactions
3276	O'connell Excavating & Plumbing Inc									
		13-330-000-0000-6317	AP P	605.00	PUMP PIT @ SHOPS	032516			Building Maintenance	
3276	O'connell Excavating & Plumbing Inc			605.00						1 Transactions
5157	Planned Products LLC									
		13-330-000-0000-6575		34.35	PARTS	032516	1656		Machinery Parts	
5157	Planned Products LLC			34.35						1 Transactions
8080	Plunkett's Pest Control, Inc									
		13-330-000-0000-6317		64.20	PEST CONTROL	032516	5379646		Building Maintenance	

Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No. Account/Formula	Accr	Amount	Service Dates	On Behalf of Name
			Paid On Bhf #	
13-330-000-0000-6317		50.89	PEST CONTROL 032516	5379647 Building Maintenance
8080 Plunkett's Pest Control, Inc		115.09	2 Transactions	
5988 Preston Auto Parts				
13-330-000-0000-6576		9.42	SUPPLIES 032516	458814 Shop Supplies & Tools
13-330-000-0000-6576		22.86	SUPPLIES 032516	459220 Shop Supplies & Tools
13-330-000-0000-6576		14.92	SUPPLIES 032516	459557 Shop Supplies & Tools
13-330-000-0000-6575		52.48	PARTS 032516	459680 Machinery Parts
13-330-000-0000-6576		61.38	SUPPLIES 032516	459692 Shop Supplies & Tools
13-330-000-0000-6576		113.70	SUPPLIES 032516	459715 Shop Supplies & Tools
13-330-000-0000-6576		39.90	SUPPLIES 032516	460266 Shop Supplies & Tools
13-330-000-0000-6575		80.00	PARTS 032516	460269 Machinery Parts
13-330-000-0000-6575		39.56	PARTS 032516	460487 Machinery Parts
13-330-000-0000-6575		9.99	PARTS 032516	460558 Machinery Parts
13-330-000-0000-6576		114.70	SUPPLIES 032516	460611 Shop Supplies & Tools
13-330-000-0000-6576		21.98	SUPPLIES 032516	460685 Shop Supplies & Tools
13-330-000-0000-6576		96.00	SUPPLIES 032516	460720 Shop Supplies & Tools
13-330-000-0000-6576		4.99	SUPPLIES 032516	460732 Shop Supplies & Tools
13-330-000-0000-6575		55.72	PARTS 032516	460768 Machinery Parts
13-330-000-0000-6575		39.59	PARTS 032516	460786 Machinery Parts
13-330-000-0000-6576		8.18	SUPPLIES 032516	460814 Shop Supplies & Tools
13-330-000-0000-6575		27.01	PARTS 032516	460858 Machinery Parts
13-330-000-0000-6576		99.98	SUPPLIES 032516	460910 Shop Supplies & Tools
5988 Preston Auto Parts		912.36	19 Transactions	
3989 Ronco Engineering Co Inc				
13-330-000-0000-6575		404.86	PARTS 032516	3041075 Machinery Parts
13-330-000-0000-6575		361.43	PARTS 032516	3041534 Machinery Parts
3989 Ronco Engineering Co Inc		766.29	2 Transactions	
85924 Schilling Supply Company				
13-330-000-0000-6576		150.68	SUPPLIES 032516	21508 Shop Supplies & Tools
85924 Schilling Supply Company		150.68	1 Transactions	
67 Spring Valley True Value				
13-330-000-0000-6575		19.92	PARTS 032516	B93386 Machinery Parts
13-330-000-0000-6576		12.48	SUPPLIES 032516	B94431 Shop Supplies & Tools
13-330-000-0000-6576		21.98	SUPPLIES 032516	B95067 Shop Supplies & Tools

CHUFFMAN

3/17/16 1:36PM

13 County Road & Bridge

# \*\*\* Fillmore County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Amount	Service Dates	On Behalf of Name
67	Spring Valley True Value		54.38	3 Transactions	
7757	Universal Truck Equipment Inc				
	13-330-000-0000-6575		291.25	PARTS 032516	41394 Machinery Parts
	13-330-000-0000-6575		1,046.40	PARTS 032516	41443 Machinery Parts
7757	Universal Truck Equipment Inc		1,337.65	2 Transactions	
4079	Village Farm & Home				
	13-330-000-0000-6576		68.06	SUPPLIES 032516	23786 Shop Supplies & Tools
4079	Village Farm & Home		68.06	1 Transactions	
3368	Western Petroleum Company d/b/a Tran				
	13-330-000-0000-6565		846.80	OIL 032516	117502 Motor Oil And Lubricants
3368	Western Petroleum Company d/b/a Tran		846.80	1 Transactions	
330	DEPT Total:		19,143.12	Equipment Maintenance Shops	32 Vendors 89 Transactions
13	Fund Total:		58,867.79	County Road & Bridge	104 Transactions



Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	
No. Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
390 DEPT		Resource Recovery Center			
5152 ASSOCIATION OF MN COUNTIES/SWAA		100.00	2016 Membership Application	2016	Membership Dues
14-390-000-0000-6242					
5152 ASSOCIATION OF MN COUNTIES/SWAA		100.00	1 Transactions		
145 G & K Services					
14-390-000-0000-6377		35.71	Service	Feb 2016	Fees And Service Charges
145 G & K Services		35.71	1 Transactions		
8757 OSI Environmental, Inc					
14-390-000-0000-6377		100.00	Used Oil Collection	2056335	Fees And Service Charges
8757 OSI Environmental, Inc		100.00	1 Transactions		
5988 Preston Auto Parts					
14-390-000-0000-6561		51.96	Diesel	462097	Gasoline Diesel And Other Fuels
5988 Preston Auto Parts		51.96	1 Transactions		
390 DEPT Total:		287.67	Resource Recovery Center	4 Vendors	4 Transactions
14 Fund Total:		287.67	Sanitation Fund		4 Transactions

CHUFFMAN  
 3/17/16 1:36PM  
 23 County Airport Fund

\*\*\* Fillmore County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

	<u>Vendor Name</u>	<u>Rpt</u>		<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
	<u>No. Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
351	DEPT			Airport Fuel Sales		
	5161 O'DAY EQUIPMENT LLC					
	23-351-000-0000-6377		24.60	Parts Phone Support	srvce0046979	Fees And Service Charges
	5161 O'DAY EQUIPMENT LLC		24.60	1 Transactions		
351	DEPT Total:		24.60	Airport Fuel Sales	1 Vendors	1 Transactions
23	Fund Total:		24.60	County Airport Fund		1 Transactions

CHUFFMAN

3/17/16 1:36PM

73 Greenleafton Septic Projec

# \*\*\* Fillmore County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 23

Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No. Account/Formula	Accr	Amount	Service Dates	Paid On Bhf # On Behalf of Name
611 DEPT		Greenleafton Maintenance Expense		
4923 MN Pulic Facilities Authority				
73-611-000-0000-6710		5,249.08	27.0011.030 Greenleafton	Grooters Debt Retirement
73-611-000-0000-6710		5,249.08	27.0011.010 Greenleafton	Ladd Debt Retirement
4923 MN Pulic Facilities Authority		10,498.16	2 Transactions	
611 DEPT Total:		10,498.16	Greenleafton Maintenance Expense	1 Vendors 2 Transactions
73 Fund Total:		10,498.16	Greenleafton Septic Project	2 Transactions

CHUFFMAN  
 3/17/16 1:36PM  
 91 Economic Development Au

\*\*\* Fillmore County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No. Account/Formula	Accr	Amount	Service Dates	On Behalf of Name
			Paid On Bhf #	
705 DEPT		Economic Development		
1870 Reisner/Karen		EDA Meeting	Feb 2016	Employee Automobile Allowance
91-705-000-0000-6335		10.26	02/25/2016 02/25/2016	
1870 Reisner/Karen		10.26	1 Transactions	
705 DEPT Total:		10.26	1 Vendors	1 Transactions
91 Fund Total:		10.26	Economic Development Author	1 Transactions
Final Total:		120,580.24	130 Vendors	209 Transactions

\*\*\* Fillmore County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
	1	45,371.16	County Revenue Fund	
	12	5,520.60	INFRA FUND	
	13	58,867.79	County Road & Bridge	
	14	287.67	Sanitation Fund	
	23	24.60	County Airport Fund	
	73	10,498.16	Greenleafton Septic Project	
	91	10.26	Economic Development Authori	
	All Funds	120,580.24	Total	Approved by, .....
				.....
				.....



Vendor No.	Name Account/Formula	Accr	Rpt Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
5016	A+ Imaging Systems 01-125-000-0000-6377		20.89	March copies	102058	Fees And Service Charges
5016	A+ Imaging Systems		20.89	1 Transactions		
7617	Bluff Valley Riders 01-001-000-0000-6876		5,860.80	2nd Benchmark		Snowmobile Trail Payments
7617	Bluff Valley Riders		5,860.80	1 Transactions		
3219	Centurylink 01-251-000-0000-6203		54.32	Telephones	1367597451	Telephone
	01-149-000-0000-6203		129.54	Feb 2016-Cthse	1367597568	Telephone
	01-149-000-0000-6203		219.93	Feb 2016-FCOB	1367598524	Telephone
3219	Centurylink		403.79	3 Transactions		
85440	Centurylink 01-203-000-0000-6203		92.82	Spring Valley Telephones	301264120	Telephone
	01-149-000-0000-6203		3,832.90	2/26-3/25 Local Service	301269347	Telephone
	01-251-000-0000-6203		536.23	Telephones	301269917	Telephone
	01-102-000-0000-6203		48.18	2/26-3/25/2016 phone	301269931	Telephone
	01-251-000-0000-6203		65.66	Telephones	406899378	Telephone
85440	Centurylink		4,575.79	5 Transactions		
382	Chatfield City 01-445-000-0000-6802		4,500.00	2016 Ambulance Subsidy Contrac		Appropriations
382	Chatfield City		4,500.00	1 Transactions		
402	City of Rushford 01-445-000-0000-6802		4,500.00	2016 Ambulance Subsidy Contrac		Appropriations
402	City of Rushford		4,500.00	1 Transactions		
5660	De Lage Landen Financial Services 01-125-000-0000-6377		61.35	March contract	49047859	Fees And Service Charges
	01-251-000-0000-6310		165.78	Copier lease	49267280	Contract Repairs And Maintenance
	01-034-000-0000-6310		53.63	March 2016 Maintenance	49290066	Contract Repairs And Maintenance
	01-105-000-0000-6310		53.63	March 2016 Maintenance	49290066	Contract Repairs And Maintenance
	01-603-000-0000-6310		53.62	March 2016 Maintenance	49290066	Contract Repairs And Maintenance
5660	De Lage Landen Financial Services		388.01	5 Transactions		
388	Harmony City 01-445-000-0000-6802		4,500.00	2016 Ambulance Subsidy Contrac		Appropriations



Vendor	Name	Accr	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula				Service Dates	Paid On Bhf #	On Behalf of Name
388	Harmony City			4,500.00		1 Transactions	
695	Hauser/John						
	01-125-000-0000-6377			325.00	Feb 2016 Van trips-VA hospital		Fees And Service Charges
695	Hauser/John			325.00		1 Transactions	
5166	Hiawatha Sno Seekers						
	01-001-000-0000-6876			7,227.00	Hiawatha 1 & 2-Benchmark #2		Snowmobile Trail Payments
5166	Hiawatha Sno Seekers			7,227.00		1 Transactions	
4728	Kaase/Thomas						
	01-251-000-0000-6379			4,310.00	February Board of prisoners		Board Of Prisoners
4728	Kaase/Thomas			4,310.00		1 Transactions	
392	Lanesboro City						
	01-445-000-0000-6802			4,500.00	2016 Ambulance Subsidy Contrac		Appropriations
392	Lanesboro City			4,500.00		1 Transactions	
4504	Laughlin/Ronald D.						
	01-125-000-0000-6377			325.00	Feb 2016 Van trips-VA hospital		Fees And Service Charges
4504	Laughlin/Ronald D.			325.00		1 Transactions	
4723	Mabel Canton Trail Busters						
	01-001-000-0000-6876			3,405.60	Mabel-Canton Trailblazers-BM 2		Snowmobile Trail Payments
4723	Mabel Canton Trail Busters			3,405.60		1 Transactions	
393	Mabel City						
	01-445-000-0000-6802			4,500.00	2016 Ambulance Subsidy Contrac		Appropriations
393	Mabel City			4,500.00		1 Transactions	
400	Preston City						
	01-445-000-0000-6802			4,500.00	2016 Ambulance Subsidy Contrac		Appropriations
400	Preston City			4,500.00		1 Transactions	
404	Spring Valley City						
	01-445-000-0000-6802			4,500.00	2016 Ambulance Subsidy Contrac		Appropriations
404	Spring Valley City			4,500.00		1 Transactions	
7369	Tri-County Trailblazers						
	01-001-000-0000-6876			4,369.20	Benchmark 2		Snowmobile Trail Payments

CJOHNSON

3/11/16 9:20AM

1 County Revenue Fund

# \*\*\* Fillmore County \*\*\*



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 4

<u>Vendor Name</u>	<u>Accr</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No.</u> <u>Account/Formula</u>			<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
01-001-000-0000-6876					Snowmobile Trail Payments
7369 Tri-County Trailblazers			Tri County Trailblazers BM1		
			2 Transactions		
1 Fund Total:			County Revenue Fund	18 Vendors	29 Transactions

CJOHNSON  
 3/11/16 9:20AM  
 13 County Road & Bridge

\*\*\* Fillmore County \*\*\*



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Accr	Rpt Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
2208	Canton City 13-330-000-0000-6251		70.78	UTILITIES 031116	43	Electricity
2208	Canton City		70.78	1 Transactions		
3219	Centurylink 13-300-000-0000-6203		25.06	TELEPHONE 031116	83398791	Telephone
3219	Centurylink		25.06	1 Transactions		
85440	Centurylink 13-300-000-0000-6203		46.89	TELEPHONE 031116	301264100	Telephone
	13-300-000-0000-6203		185.32	TELEPHONE 031116	301269901	Telephone
	13-300-000-0000-6203		212.32	TELEPHONE 031116	301269908	Telephone
85440	Centurylink		444.53	3 Transactions		
288	City Of Peterson 13-330-000-0000-6251		163.32	UTILITIES 031116	108A	Electricity
288	City Of Peterson		163.32	1 Transactions		
13 Fund Total:			703.69	County Road & Bridge	4 Vendors	6 Transactions

CJOHNSON  
 3/11/16 9:20AM  
 14 Sanitation Fund

\*\*\* Fillmore County \*\*\*



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No. Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u> <u>On Behalf of Name</u>
5882 Winneshiek County Landfill 14-390-000-0000-6374		3,565.98	2/26-3/1 hshld	20536 Landfill Tipping Fees
5882 Winneshiek County Landfill		3,565.98	1 Transactions	
14 Fund Total:		3,565.98	Sanitation Fund	1 Vendors 1 Transactions

CJOHNSON  
 3/11/16 9:20AM  
 87 State Revenue And School

\*\*\* Fillmore County \*\*\*



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No. Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf # On Behalf of Name</u>
110 Fillmore Co Treasurer				
87-000-000-0000-2470		10,501.75	Mtg tax-February 2016	Mortgage Reg Tax-State
87-000-000-0000-2471		27,751.94	Deed tax-February 2016	State Deed Tax-State
110 Fillmore Co Treasurer		38,253.69	2 Transactions	
87 Fund Total:		38,253.69	State Revenue And School Fund	1 Vendors 2 Transactions
Final Total:		113,099.00	24 Vendors	38 Transactions

# \*\*\* Fillmore County \*\*\*

## Audit List for Board AUDITOR'S VOUCHERS ENTRIES



Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
	1	70,575.64	County Revenue Fund	
	13	703.69	County Road & Bridge	
	14	3,565.98	Sanitation Fund	
	87	38,253.69	State Revenue And School Fund	
	All Funds	113,099.00	Total	Approved by, .....
				.....
				.....

\*\*\* Fillmore County \*\*\*



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Accr	Rpt	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
80306	Auto License Bureau 01-149-000-0000-6564			50.75	Transfer title & license plate		Motor Pool Maintenance
80306	Auto License Bureau			50.75	1 Transactions		
111	Fillmore Co Treasurer- Credit Card/ACH 01-149-000-0000-6205	DTF	U	2,500.00	OB postage (Aug 2015)		Postage And Postal Box Rent
	01-149-000-0000-6205			2,500.00	OB postage-2016		Postage And Postal Box Rent
111	Fillmore Co Treasurer- Credit Card/ACH			5,000.00	2 Transactions		
5318	Select Account 01-149-000-0000-6289			301.73	March 2016 bill	1137950	Select Account Adm.
5318	Select Account			301.73	1 Transactions		
423	Tri-County Electric Cooperative 01-251-000-0000-6251			108.56	Radio tower electric	FG4F--11	Electricity
423	Tri-County Electric Cooperative			108.56	1 Transactions		
4568	US Bank Equipment Finance 01-100-000-0000-6310			179.00	Copier-contract pament	299995225	Contract Repairs And Maintenance
4568	US Bank Equipment Finance			179.00	1 Transactions		
2357	Verizon Wireless 01-281-000-0000-6203			70.02	Data lines	9761430576	Telephone
	01-442-000-0000-6203			8.56	WIC cell phone	9761454226	Telephone
	01-443-000-0000-6203			90.15	Nurses cell phone	9761454226	Telephone
2357	Verizon Wireless			168.73	3 Transactions		
1 Fund Total:				5,808.77	County Revenue Fund	6 Vendors	9 Transactions

\*\*\* Fillmore County \*\*\*



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Accr	Rpt Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
7542	Fillmore Co Treasurer 13-330-000-0000-6561		2,358.38	FEBRUARY FUEL TAX 031816		Gasoline Diesel And Other Fuels
7542	Fillmore Co Treasurer		2,358.38	1 Transactions		
308	Preston Public Utilities 13-330-000-0000-6251		821.15	UTILITIES 031816	4458327	Electricity
	13-330-000-0000-6251		44.23	UTILITIES 031816	4459875	Electricity
	13-330-000-0000-6251		38.59	UTILITIES 031816	4473A342	Electricity
	13-330-000-0000-6251		963.93	UTILITIES 031816	4473B341	Electricity
308	Preston Public Utilities		1,867.90	4 Transactions		
423	Tri-County Electric Cooperative 13-330-000-0000-6251		198.54	ELECTRICITY 031816	0504008000	Electricity
	13-300-000-0000-6306		38.94	ELECTRICITY 031816	1407003000	Radio Tower Repair & Services
	13-310-000-0000-6251		41.45	ELECTRICITY 031816	1908001000	Electricity
	13-330-000-0000-6251		21.33	ELECTRICITY 031816	8500771401	Electricity
	13-330-000-0000-6251		136.49	ELECTRICITY 031816	8500773101	Electricity
	13-330-000-0000-6251		266.00	ELECTRICITY 031816	8901996001	Electricity
	13-330-000-0000-6251		23.12	ELECTRICITY 031816	8901997001	Electricity
423	Tri-County Electric Cooperative		725.87	7 Transactions		
13 Fund Total:			4,952.15	County Road & Bridge	3 Vendors	12 Transactions

CJOHNSON  
 3/17/16 11:43AM  
 14 Sanitation Fund

\*\*\* Fillmore County \*\*\*



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

<u>Vendor No.</u>	<u>Name Account/Formula</u>	<u>Accr</u>	<u>Rpt Amount</u>	<u>Warrant Description Service Dates</u>	<u>Invoice # Paid On Bhf #</u>	<u>Account/Formula Description On Behalf of Name</u>
85440	Centurylink 14-390-000-0000-6203		105.70	1/26-2/25 & 2/26-3/25/16	acct 301270054	Telephone
85440	Centurylink		105.70	1 Transactions		
1487	Waste Management - WI-MN 14-390-000-0000-6374		10,236.23	Feb 2016 Landfill	0674621-2760-5	Landfill Tipping Fees
	14-391-000-0000-6861		6,444.60	1/26-2/25/16 Roll-Off	3089496-2760-5	Recycling Operation Expense
1487	Waste Management - WI-MN		16,680.83	2 Transactions		
5882	Winneshiek County Landfill 14-390-000-0000-6374		2,445.96	3/3-3/7/16 household	20547	Landfill Tipping Fees
5882	Winneshiek County Landfill		2,445.96	1 Transactions		
14 Fund Total:			19,232.49	Sanitation Fund	3 Vendors	4 Transactions

CJOHNSON  
 3/17/16 11:43AM  
 23 County Airport Fund

\*\*\* Fillmore County \*\*\*



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

<u>Vendor No.</u>	<u>Name</u> <u>Account/Formula</u>	<u>Accr</u>	<u>Rpt</u> <u>Amount</u>	<u>Warrant Description</u> <u>Service Dates</u>	<u>Invoice #</u> <u>Paid On Bhf #</u>	<u>Account/Formula Description</u> <u>On Behalf of Name</u>
3219	Centurylink 23-350-000-0000-6203		5.61	Jan Analog line	1367550589	Telephone
3219	Centurylink		5.61	1 Transactions		
85440	Centurylink 23-350-000-0000-6203		122.34	2/26-3/25/16 phone	301269537	Telephone
85440	Centurylink		122.34	1 Transactions		
423	Tri-County Electric Cooperative 23-350-000-0000-6251		115.50	2/1-3/1/16 electricity	FG5C--08T	Electricity
	23-350-000-0000-6251		454.17	2/1-3/1/16 electricity	FG5C--09	Electricity
423	Tri-County Electric Cooperative		569.67	2 Transactions		
23 Fund Total:			697.62	County Airport Fund	3 Vendors	4 Transactions

CJOHNSON  
 3/17/16 11:43AM  
 73 Greenleafton Septic Projec

\*\*\* Fillmore County \*\*\*



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No. Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf # On Behalf of Name</u>
423 Tri-County Electric Cooperative				
73-611-000-0000-6251		270.59	Treatment Plant	GC6--10-1U1 Electricity
73-611-000-0000-6251		39.08	Grinder pumps 2/1-3/1/16`	GC6B--03-4N Electricity
423 Tri-County Electric Cooperative		309.67	2 Transactions	
73 Fund Total:		309.67	Greenleafton Septic Project	1 Vendors 2 Transactions
Final Total:		31,000.70	16 Vendors	31 Transactions

# \*\*\* Fillmore County \*\*\*

## Audit List for Board AUDITOR'S VOUCHERS ENTRIES



Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
	1	5,808.77	County Revenue Fund	
	13	4,952.15	County Road & Bridge	
	14	19,232.49	Sanitation Fund	
	23	697.62	County Airport Fund	
	73	309.67	Greenleafon Septic Project	
	All Funds	31,000.70	Total	Approved by, .....
				.....
				.....

Minnesota Pollution Control Agency  
Feedlot Program

2015 Annual County Feedlot Officer Report  
**Supplemental Information Page**  
January 1, 2015 – December 31, 2015

**County Name:** Fillmore County

**Work Plan  
Inspection Goals**

Please describe the progress that you made during the calendar year in meeting your 2015 work plan inspection goals. Your report must provide quantitative results for each inspection production site and land application goal listed in your work plan.

Feedlot Type	Total Number (as defined by area, size, type, location, compliance status or other parameter)	Inspection Goal 2015	Actual Inspections in 2015
<b>Required Strategy.</b> Inspect all sites where an interim or CSF (CSF for ≥300 only) permit is issued.	16	8	9
<b>Required Strategy.</b> Inspect sites with OLAs that have never been inspected:	185	45	15
<b>Required Strategy.</b> Inspect sites required to be registered that never been inspected.	80	20	16
<i>Elective strategy sites &gt;300 a.u.'s</i>	100	7	13
<i>Elective strategy sites &lt; 300 a.u.'s</i>	253	6	4
<b>Total</b>	626	86	57

**Owner  
Assistance Goals**

Please report on the following owner assistance activities that you conducted in the past year. Include a date and description for each of the activities listed.

- Informational meetings provided to feedlot owners: CAWT Owatonna March 20th
- Newsletters/direct mailings sent to feedlot owners: Swcd newsletter
- Feedlot articles placed in local newspapers: Snowmelt awareness
- Other information and outreach activities not identified above:

**Staffing Level and Training**

Please list the training events that you participated in. Include a date and the number of hours of participation for each event listed. 3/18 – LMSA Handbook Webex 1.5hrs; 3/3 - UMN Phos Balance workshop Rm: 108 2 hrs; 6/9-6/11 CFO Tempo training St. Cloud. 16 hrs; 9/22; 10/1 Tempo Webex Q&A 1 hrs; 2016-17 Workplan Webex; 1 hr. 11/4-11/6 MACFO Conference; 16 Hrs. 3/20 CAWT Training Owatonna; 4 webex on Avian Influenza

**Feedlot Enforcement Actions**

Please describe any enforcement actions other than letters of warning (LOW), notices of violation (NOV), and court actions that you conducted. None

**Other Program Activities**

Please list any meetings, including meeting dates, which you attended with local government services and producer groups (including SWCD and NRCS Offices, Minnesota Extension Service, Dairy Inspectors, Minnesota Pork Producers, Minnesota Dairy Association, Minnesota Cattleman's Association). 3/3 UMN Phos Balance 8 in attendance

Please use this space to describe any feedlot ordinance revision and/or adoption proceedings for this reporting period. None

Please use this space to list any county feedlot program activities conducted during this reporting period not identified in this form. Emergency Management for Avian Enfluenza



## Minnesota Pollution Control Agency

Willmar Office | 1601 East Highway 12 | Suite 1 | Willmar, MN 56201-6002 | 320-214-3786

800-657-3864 | Use your preferred relay service | info.pca@state.mn.us | Equal Opportunity Employer

March 2, 2016

Mr. Mike Frauenkron  
Fillmore County  
101 Fillmore Street  
Preston, MN 55965

RE: 2015 Fillmore County Feedlot Program Year-End Review

Dear Mr. Frauenkron:

On February 11, 2016, the Minnesota Pollution Control Agency (MPCA) completed a year-end review of the Fillmore County (County) delegated feedlot program for the period of January 1, 2015, through December 31, 2015. Based upon the review, the MPCA has determined that the County satisfactorily met 21 out of an applicable 21, or 100 percent, of non-inspection minimum program requirements. The County also satisfactorily conducted 57 inspections of the 703 feedlots required to be registered for an inspection rate of 8.1 percent.

During the review, the following topics were recognized and/or discussed:

- Review of the County's files indicated that the feedlot staff understands the importance of sound inspection practices, data management/entry, permitting practices, and permitting application reviews. The County's feedlot staff also did a good job following planned inspection and compliance strategies, as well as owner assistance goals outlined in the County Feedlot Work Plan.
- In the environmental improvements section of the inspection checklist, only complete that section of the checklist when the completed inspection verifies implementation/completion of partial or complete environmental improvements, as compared to a previous inspection where non-compliance was documented.
- Approximately 10-15 inspections from 2015 need to be entered into the state database (Tempo). Entry of the information for these inspections into Tempo should be completed no later than March 31, 2016.

Please remember to resend your annual report after you have obtained the signature from your County Board.

Mr. Mike Fauenkron  
Page 2  
March 2, 2016

The MPCA commends the County for its work in 2015. If you have any questions regarding the review, please do not hesitate to contact me at 507-206-2643 or [mark.p.gernes@state.mn.us](mailto:mark.p.gernes@state.mn.us).

Sincerely,

*Mark P. Gernes*

*This document has been electronically signed.*

Mark P. Gernes  
Environmental Specialist 2  
Feedlot Section  
Watershed Division

MPG:mjs/jlb

Enclosure

cc: Michelle Oie, MPCA

Minnesota Pollution Control Agency Feedlot Program  
**2015 Annual County Feedlot Officer Annual Report and Performance Credit Report**

(Data for the Period: January 1, 2015 - December 31, 2015)

County:	<b>Fillmore County</b>		
Contact Person:	<b>Michael P. Frauenkron</b>		
Phone Number:	<b>507-765-2539</b>		
E-Mail Address:	<a href="mailto:mfrauenkron@co.fillmore.mn.us">mfrauenkron@co.fillmore.mn.us</a>		
Signature:	_____		_____
	(Signature of County Board Commissioner)		(Date)

**All data must be entered in accordance with the Annual CFO Report Guidance Document.**

<i>Except where identified, this report address those non-NPDES/SDS site required by 7020 to be registered.</i>			No.	PC	PC Total
<b>REGISTRATION</b>					
	1	Feedlots in shoreland with 10 - 49 AU:	36		
	2	Feedlots with 50 - 299 AU:	531		
	3	Non-NPDES/SDS $\geq$ 300 AU:	115		
	4	Feedlots with NPDES/SDS permits:	21		
	5	<b>Total - Feedlots required to be registered:</b>	<b>703</b>		
<b>PRODUCTION SITE INSPECTIONS (compliance or construction)</b>					
	6	Feedlots inspected in shoreland with 10 - 49 AU:	2		
	7	Feedlots inspected with 50 - 299 AU:	42		
	8	Non-NPDES/SDS $\geq$ 300 AU inspected:	13		
	9	<b>Total - Non-NPDES/SDS Feedlots inspected required to be registered:</b>	<b>57</b>		
	10	NPDES/SDS sites inspected:	1		
	11	Inspected Feedlots non-compliant with water quality discharge standards:	26		
<b>LAND APPLICATION INSPECTIONS</b>					
<b>Non-NPDES/SDS Sites</b>	12	Feedlots $\geq$ 100 AU where Level 1 land app was conducted:	30		
	13	Feedlots $\geq$ 100 AU where Level 1 land app result was non compliant:	2		
	14	Site $\geq$ 300 AU (or $\geq$ 100 AU in DWSMA) where Level 2 land app was conducted:	2		
	15	Feedlots from Line 14 where Level 2 land app result was non compliant:	0		
	16	Feedlots $\geq$ 100 AU where Level 3 land app was conducted:	1		
	17	Feedlots $\geq$ 100 AU where Level 3 land app result was non compliant:	0		
<b>SPECIALTY INSPECTIONS</b>					
<b>Non-NPDES/SDS Sites</b>	18	Construction inspections at registered sites (only ONE (1) site visit):	10		
	19	Construction inspections at registered sites (2 or more visits):	9	0.5	4.5
	20	Feedlots inspected that are located in shoreland and/or DWSMA:	7		
	21	Complaint inspections at sites required to be registered:	5		
	22	Complaint inspections at sites NOT required to be registered:	1		
	23	On-site assistance inspections:	1		
<b>INSPECTION TYPE (Performance Credit Eligible)</b>					
<b>Based on Number of Sites Inspected by Type</b>	24	Compliance Inspections at non-NPDES/SDS sites:	47	1.5	
	25	Construction Inspections at non-NPDES/SDS sites:	10	1	
	26	Complaint Inspections: (any size site)	6	0.5	
	27	Level 2 Land Application Inspections at non-NPDES/SDS sites:	2	3	
	28	Level 3 Land Application Inspections at non-NPDES/SDS sites:	1	0.5	
	29	Feedlots with NPDES/SDS permits inspected:	1	0.5	
	30	<b>Inspection Type Performance Credit Total: (lines 24-29)</b>	<b>67</b>		<b>40.50</b>

**All data must be entered in accordance with the Annual CFO Report Guidance Document.**

<i>Except where identified, this report address those non-NPDES/SDS site required by 7020 to be registered.</i>			No.	PC	PC Total
<b>PERMITTING</b>					
	31	30-day construction or expansion notifications received:	2		
	32	Interim Permits Issued or Modified:	5	2	10
	33	Construction Short-Form Permits Issued or Modified at Sites ≥ 300 AU:	4	1	4
	34	Public meetings held for construction or expansion to ≥ 500 AU:	0		
<b>EMERGENCY RESPONSE (any size site)</b>					
	35	Events where emergency response was conducted: (on-site visit)	1	2	2
<b>PRODUCTION SITE SCHEDULED COMPLIANCE (Achieved in current reporting year)</b>					
	36	Feedlots where a partial environmental upgrade was achieved:	7		
	37	Feedlots where a complete environmental upgrade was achieved:	6	6	36
<b>LAND APPLICATION SCHEDULED COMPLIANCE (Achieved in current reporting year)</b>					
Non-NPDES/SDS Sites	38	Feedlots ≥ 100 AU where Level 1 land app non-compliance was returned to compliance:	1		
	39	Feedlots ≥ 300 AU (or ≥ 100 AU located in a DWSMA) where Level 2 land app non-compliance was returned to compliance:	0		
	40	Feedlots ≥ 100 AU where Level 3 land app non-compliance was resolved:	1		
<b>OWNER ASSISTANCE</b>					
Describe Lines 41, 43 & 44 on Supplemental Form.	41	Workshops or trainings hosted and/or co-sponsored by the CFO:	1	2	2
	42	Number of feedlot owners attending events in line 41:	30		
	43	Number of mailings to feedlot owners:	1		
	44	Feedlot articles placed in newspapers:	1		
<b>STAFFING LEVEL AND TRAINING</b>					
Line 49 Based on One CFO per County Attending Training Event	45	FTEs - (Full Time Equivalents) supplied by the CFO(s):	0.75		
	46	FTEs supplied by other county staff, including administrative and support staff assigned by the county to the feedlot program:	0.25		
	47	FTEs supplied through contract with other local government units:	0.25		
	48	Total Number of FTE positions that supported county program:	<b>1.25</b>		
	49	CFO - training hours: (Enter total training hours earned)	39	0.25	5.25
<b>ENVIRONMENTAL REVIEW (EAW)</b>					
	50	EAW petitions received:	0		
	51	EAWs prepared by county:	0	4	0
<b>AIR QUALITY NOTIFICATIONS</b>					
	52	Notifications received claiming air quality exemptions:	3		
<b>ENFORCEMENT ACTIONS</b>					
	53	Letters of Warning (LOW) issued:	0		
	54	Notices of Violation (NOV) issued:	0		
	55	Court actions commenced:	0		
<b>OTHER PROGRAM ACTIVITIES</b>					
Describe Lines 57, 58, 59 and 60 on Supplemental Form.	56	Feedlots where a MinnFARM was conducted:	17	1	17
	57	Hours mentoring New CFO's:	0	0.25	0
	58	CFO presentations at informational or producer groups: (per event)	0	1	0
	59	Meetings with other local government and producer groups:	4		
	60	Feedlot Ordinance Revisions:	0		
<b>TOTAL PERFORMANCE CREDITS</b>					<b>121.25</b>

Minnesota Pollution Control Agency  
Feedlot Program

2015 Annual County Feedlot Officer Report  
**Supplemental Information Page**  
January 1, 2015 – December 31, 2015

**County Name:** Fillmore County

**Work Plan  
Inspection Goals**

Please describe the progress that you made during the calendar year in meeting your 2015 work plan inspection goals. Your report must provide quantitative results for each inspection production site and land application goal listed in your work plan.

Feedlot Type	Total Number (as defined by area, size, type, location, compliance status or other parameter)	Inspection Goal 2015	Actual Inspections in 2015
<b>Required Strategy.</b> Inspect all sites where an interim or CSF (CSF for ≥300 only) permit is issued.	16	8	9
<b>Required Strategy.</b> Inspect sites with OLAs that have never been inspected:	185	45	15
<b>Required Strategy.</b> Inspect sites required to be registered that never been inspected.	80	20	16
<i>Elective strategy sites &gt;300 a.u.'s</i>	100	7	13
<i>Elective strategy sites &lt; 300 a.u.'s</i>	253	6	4
<b>Total</b>	626	86	57

**Owner  
Assistance Goals**

Please report on the following owner assistance activities that you conducted in the past year. Include a date and description for each of the activities listed.

- Informational meetings provided to feedlot owners: CAWT Owatonna March 20th
- Newsletters/direct mailings sent to feedlot owners: Swcd newsletter
- Feedlot articles placed in local newspapers: Snowmelt awareness
- Other information and outreach activities not identified above:

**Staffing, Level and Training**

Please list the training events that you participated in. Include a date and the number of hours of participation for each event listed. 3/18 – LMSA Handbook Webex 1.5hrs; 3/3 - UMN Phos Balance workshop Rm: 108 2 hrs; 6/9-6/11 CFO Tempo training St. Cloud. 16 hrs; 9/22; 10/1 Tempo Webex Q&A 1 hrs; 2016-17 Workplan Webex; 1 hr. 11/4-11/6 MACFO Conference; 16 Hrs. 3/20 CAWT Training Owatonna; 4 webex on Avian Influenza

**Feedlot Enforcement Actions**

Please describe any enforcement actions other than letters of warning (LOW), notices of violation (NOV), and court actions that you conducted. None

**Other Program Activities**

Please list any meetings, including meeting dates, which you attended with local government services and producer groups (including SWCD and NRCS Offices, Minnesota Extension Service, Dairy Inspectors, Minnesota Pork Producers, Minnesota Dairy Association, Minnesota Cattleman's Association). 3/3 UMN Phos Balance 8 in attendance

Please use this space to describe any feedlot ordinance revision and/or adoption proceedings for this reporting period. None

Please use this space to list any county feedlot program activities conducted during this reporting period not identified in this form. Emergency Management for Avian Enfluenza

Minnesota Pollution Control Agency Feedlot Program  
**2015 Annual County Feedlot Officer Annual Report and Performance Credit Report**

(Data for the Period: January 1, 2015 - December 31, 2015)

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Contact Person:	<b>Michael P. Frauenkron</b>					
Phone Number:	<b>507-765-2539</b>					
E-Mail Address:	<a href="mailto:mfrauenkron@co.fillmore.mn.us">mfrauenkron@co.fillmore.mn.us</a>					
Signature:	_____		_____			
	(Signature of County Board Commissioner)		(Date)			
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<b>TOTAL PERFORMANCE CREDITS</b>					
					121.25

**RESOLUTION**

**FILLMORE COUNTY BOARD OF COMMISSIONERS  
Preston, Minnesota 55965**

Date March 22, 2016 Resolution No. \_\_\_\_\_

Motion by Commissioner \_\_\_\_\_ Second by Commissioner \_\_\_\_\_

**WHEREAS** The Fillmore County Veteran Services Officer appeared before the Fillmore County Board of Commissioners on March 22, 2016 to request support to seek funding from the State Legislature for a veterans home in Fillmore County, and

**WHEREAS** The Fillmore County Board of Commissioners unanimously supports the efforts to obtain funding for a veterans home in Fillmore County, and

**WHEREAS** There is a need for a veterans home in the Southern portion of the State, and

**WHEREAS** The veterans currently comprise of 21% of the State’s 65 years or older population and 24% of the State’s 75 years or older population, and

**WHEREAS** The closest veterans home that provides long-term care services is located in Minneapolis, Minnesota, and it has an average occupancy of 97%, and

**WHEREAS** There is a program through the Federal Department of Veteran Affairs that supports funding for veterans homes called the State Veterans Home Construction Grant Program that provides a 35% State contribution and a 65% Federal contribution, and

**NOW THEREFORE BE IT RESOLVED**, that the Fillmore County Board of Commissioners supports and requests the Minnesota State Legislature to seek funding to support a veterans home in Fillmore County.

**VOTING AYE**  
Commissioners      Prestby                   Dahl                   Root                   Lentz                   Bakke

**VOTING NAY**  
Commissioners      Prestby                   Dahl                   Root                   Lentz                   Bakke

STATE OF MINNESOTA  
COUNTY OF FILLMORE

I, Bobbie Vickerman, Clerk of the Fillmore County Board of Commissioners, State of Minnesota, do hereby certify that the foregoing resolution is a true and correct copy of a resolution duly passed at a meeting of the Fillmore County Board of Commissioners held on the 22nd day of March, 2016.

Witness my hand and official seal at Preston, Minnesota the 22<sup>nd</sup> day of March, 2016.

SEAL

Bobbie Vickerman, Coordinator/Clerk  
Fillmore County Board of Commissioners

RESOLUTION

FILLMORE COUNTY BOARD OF COMMISSIONERS
Preston, Minnesota 55965

Date March 22, 2016 Resolution No.

Motion by Commissioner Second by Commissioner

WHEREAS, Midwest Contracting LLC has in all things completed SAP 23-602-020 in Sumner Township, and the County Board being fully advised in the premise.

NOW THEN BE IT RESOLVED:

That we do hereby accept said completed project for and on behalf of the County of Fillmore and authorize final payment as specified.

Dated at Preston, Minnesota, this 22nd day of March, 2016

Contract Price: \$ 366,755.50

Value of Work: \$ 368,694.24

Final Payment: \$ 18,645.61

Chairman of the Board

VOTING AYE

Commissioners Prestby Dahl Root Lentz Bakke

VOTING NAY

Commissioners Prestby Dahl Root Lentz Bakke

STATE OF MINNESOTA
COUNTY OF FILLMORE

I, Bobbie Vickerman, Clerk of the Fillmore County Board of Commissioners, State of Minnesota, do hereby certify that the foregoing resolution is a true and correct copy of a resolution duly passed at a meeting of the Fillmore County Board of Commissioners held on the day of , 2016.

Witness my hand and official seal at Preston, Minnesota the day of , 2016.

SEAL

Bobbie Vickerman, Coordinator/Clerk
Fillmore County Board of Commissioners

RESOLUTION

FILLMORE COUNTY BOARD OF COMMISSIONERS  
Preston, Minnesota 55965

Date March 22, 2016 Resolution No. \_\_\_\_\_

Motion by Commissioner \_\_\_\_\_ Second by Commissioner \_\_\_\_\_

WHEREAS, Midwest Contracting, LLC has in all things completed SAP 23-602-021 in Sumner Township, and the County Board being fully advised in the premise.

NOW THEN BE IT RESOLVED:

That we do hereby accept said completed project for and on behalf of the County of Fillmore and authorize final payment as specified.

Dated at Preston, Minnesota, this 22nd day of March, 2016

Contract Price: \$ 337,854.50

Value of Work: \$ 344,428.78

**Final Payment: \$ 17,432.33**

\_\_\_\_\_, Chairman of the Board

VOTING AYE

Commissioners Prestby  Dahl  Root  Lentz  Bakke

VOTING NAY

Commissioners Prestby  Dahl  Root  Lentz  Bakke

STATE OF MINNESOTA  
COUNTY OF FILLMORE

I, Bobbie Vickerman, Clerk of the Fillmore County Board of Commissioners, State of Minnesota, do hereby certify that the foregoing resolution is a true and correct copy of a resolution duly passed at a meeting of the Fillmore County Board of Commissioners held on the \_\_\_\_ day of \_\_\_\_\_, 2016.

Witness my hand and official seal at Preston, Minnesota the \_\_\_\_ day of \_\_\_\_\_, 2016.

SEAL

Bobbie Vickerman, Coordinator/Clerk  
Fillmore County Board of Commissioners

# REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 3/22/2016

Amount of time requested (minutes): 5 minutes

Department: Highway Department

Requested By: Ron Gregg

State item(s) of business. Please provide relevant material for documentation. Outline in detail any action requested of the County Board.

1. Consider a final payment resolutions for SAP 023-602-020 and SAP 023-602-021.
2. Request Board approval to advertise for the preservation projects in the County's ½ cent option sales tax program.

Check if there will be additional documentation for any item(s) listed above. Resolutions were send in a previous e-mail.

Reviewed By: [Click here to enter text.](#)

All requests for County Board agenda time must be received in the office of the County Coordinator by **12:00 p.m. (noon) on the Thursday prior to the scheduled meeting.**

## REQUEST FOR COUNTY BOARD ACTION

Agenda Date: Mar 22, 2016

Amount of time requested (minutes): 5

Dept: Fillmore County Sheriff's Office

Prepared By: Sheriff Kaase

State item(s) of business with brief analysis. Provide relevant material for documentation. Outline in detail any action requested of the County Board. Indicate amount of time needed for each item.

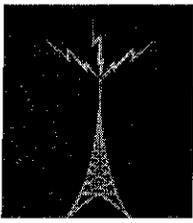
Annual payment of \$6000.00 for membership/participation in the Task Force, as budgeted for, invoice attached. Consent agenda or administrative?

Annual payment of \$1000.00 for membership/participation in the Radio Board, 911 funds can not be used for this, invoice attached. Consent agenda or administrative?

Reviewed By: Sheriff Tom Kaase  
Signature

Check if this item will have additional documentation

All requests for County Board agenda time must be in the office of the County Coordinator by **12:00 p.m. (noon) Thursday** to be on the agenda for the following Tuesday's meeting of the County Board of Commissioners



# **Southeast Minnesota Regional Radio Board**

*Organized in 2008*

**Counties of: Dodge – Fillmore – Freeborn – Goodhue – Houston – Mower  
Olmsted - Rice – Steele – Wabasha – Winona – City of Rochester**

**SEMNRBB**

Chair: Corky Ebeling, Steele County    Vice Chair: Ken Brown, Olmsted County

Administrator: Judy Indrelie, Olmsted County 328-6764

**Date:**            02/08/2016  
**To:**                Fillmore County; SEMNECB Member  
**From:**            Judy Indrelie, Administrator of the SEMNECB  
**Re:**                **Member Contribution for 2016**

---

At the February 2016 SEMNRBB meeting, the SEMN Emergency Communications Board adopted the 2016 budget. Each member will pay \$1,000 for annual membership fees to offset projected operating costs for 2016.

Please consider this your invoice for the \$1,000.

Make checks payable to the SEMNRBB and send to Judy Indrelie's attention at:

Olmsted County Sheriff's Office

101 4<sup>th</sup> Street SE

Rochester, MN 55901

If you have any questions regarding this, please contact Judy Indrelie at 507-328-6764.



## South East MN Violent Crime Enforcement Team

Counties: Dodge-Fillmore-Goodhue-Mower-Olmsted-Wabasha-Winona

Cities: Austin-Kasson-Lake City-Red Wing-Winona

Address: 101 4<sup>th</sup> Street SE Rochester, MN 55904

**INVOICE#: 2016- 3**

**INVOICE DATE: 02/10/2016**

**TO:** FILLMORE COUNTY SHERIFF'S OFFICE  
Attn: Sheriff Tom Kaase  
901 Houston St NW  
Preston, MN 55965

Date	Description	Amount
02/10/2016	Task Force Agency Funds for 2016	\$6,000.00
	<b>Total of Invoice</b>	<b>\$6,000.00</b>

Contact Captain Vince Scheckel (507) 328-6762 or Kari (507) 328-6763 with any questions regarding this invoice.

Make check payable to:

**SEMV CET**

Attn: Kari Haarstad  
101 4<sup>th</sup> Street SE  
Rochester, MN 55904

*(Please reference the above invoice number on your check.)*

**ATTACHMENT A**

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

**\_\_\_\_\_ COUNTY OFFICES OF HUMAN SERVICES,  
COUNTY SHERIFF AND COUNTY ATTORNEY**

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

**RECITALS**

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

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

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

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

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

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

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

**I. GENERAL TERMS**

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

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

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

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

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

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

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

1. Policy Dispute

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

a. CARC Review

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

b. Procedure

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

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

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

i. Monitoring and Corrective Action:

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

regulations and state law and policy.

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

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

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

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

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

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

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

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

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

iii. From the date of service of process:

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

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

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

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

1. County Attorney Time: The County Attorney must track and account for attorney time expended on IV-D cases. If the IV-D program dedicates staff at 100% to eligible IV-D activities under Federal Regulations, the County Attorney may seek reimbursement for 100% of eligible staff time. For attorneys and staff that work on eligible IV-D cases less than 100% of the time, the attorney and staff time may be accounted for in one of two ways:

i. *Hourly Cost Method*. The County Attorney may track County Attorney and support staff time on an hourly basis; OR

ii. *Time Study/Salary Method*. The County Attorney may use a periodic time study to determine the proportion of time the County Attorney staff spends on IV-D Program activity versus all other activity. The office must regularly complete time studies. The study will be completed as follows:

- All County Attorney staff providing IV-D Program services will complete a week-long time study each month. The study will record time spent on IV-D Program activity.
- The results of each study will determine that percentage of time spent per staff person for IV-D Program services in relation to that person's total hours worked per month.
- Reimbursement will be determined by applying the percentage of time determined to have been used for IV-D Program activity for an individual staff member to that individual's direct salary and benefits costs.

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

The estimated cost for the applicable fiscal years of this contract, years <sup>2016</sup> \_\_\_\_\_, is \_\_\_\_\_ and \_\_\_\_\_ respectively. If the estimated costs in the contract years exceeded the actual cost in the preceding fiscal year by more than 3%, a document is attached explaining the reason and method of calculating the prospective increase.

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

E. Reimbursement Terms:

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

**IV. PROVISION OF SERVICES BY THE COUNTY SHERIFF**

A. Duties of the COUNTY. The COUNTY shall:

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

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

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

1. Process Service:

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

2. Execution of Warrants

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

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

4. Security Services

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

to the courts.

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

5. Other Services

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

C. County Sheriff's Department Standards of Performance

1. Process Service

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

2. Execution of Warrants

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

3. Locate Services

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

resources with due diligence.

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

D. Reimbursement.

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

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

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

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

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

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

E. Reimbursement Terms:

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

V. **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

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

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

Instructions for Certification:

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

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

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

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

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

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

**Parties:**

\_\_\_\_\_  
COUNTY

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Sheriff

\_\_\_\_\_  
Date

**Approved By:**

\_\_\_\_\_  
Director, MN Child Support Division

\_\_\_\_\_  
Date

Minnesota State/County  
Child Support Program Cooperative Agreement

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

The  
State of Minnesota  
Department of Human Services  
and  
\_\_\_\_\_ County

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**CY 2016 STATE/COUNTY COOPERATIVE AGREEMENT  
COVERING THE ADMINISTRATION OF CHILD SUPPORT AND  
ESTABLISHMENT OF PATERNITY AND MEDICAL SUPPORT LIABILITY PROGRAMS  
BY AND BETWEEN  
The  
State of Minnesota  
Department of Human Services  
and  
\_\_\_\_\_ County**

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

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

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

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

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

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

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

- 1.15 Program Instructions.** Program Instructions are directives from the STATE to the COUNTY on how to follow federal and state law and regulations.
  - 1.16 IV-D Program Requirements.** Program Requirements are the state and federal law requirements of the IV-D program.
  - 1.17 State Disbursement Unit (SDU).** The SDU is the unit responsible for centralized receipt and distribution of child support and other support-related payments. The SDU includes the activities and staff at the Minnesota Child Support Payment Center (CSPC), located in St. Paul, Minnesota.
  - 1.18 User Documentation.** User documentation is material contained in DHS eMilo and SIR MILO and is available at: [www.dhssir.cty.dhs.state.mn.us/PRISM](http://www.dhssir.cty.dhs.state.mn.us/PRISM).
- 2. Appointment of Cooperative Agreement Manager.** Each of the parties shall have a Cooperative Agreement Manager. The STATE's Cooperative Agreement Manager is the Child Support Division (CSD) Division Director or designee. The COUNTY's Cooperative Agreement Manager is the individual responsible for administration of the Cooperative Agreement as designated by the Governing Board of the COUNTY.
- 3. COUNTY's Duties and Responsibilities. The COUNTY shall:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **3.21.2 Criminal/Civil Sanctions:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**4.4 Monitoring.** Have the discretion to monitor the COUNTY's responsibilities as defined in this Cooperative Agreement, conduct performance reviews, make recommendations concerning the overall administrative efficiency of the program, and require corrective action as applicable.

**4.5 Comprehensive Training.** Provide comprehensive statewide training for COUNTY personnel including, but not limited to, new worker training, training related to new initiatives and PRISM enhancement, and other continuing training related to the IV-D Program. Training programs and curriculum shall be determined in consultation with the Training County Workgroup. Child Support training materials shall be made available to the COUNTY. Provision of classroom training and onsite training is subject to CSD budget limitations.

**4.6 Information to the Public.** Provide the public with information on the Child Support Program per the requirements of 45 Code of Federal Regulations, section 302.30.

**4.7 Standard Cooperative Agreements.** Use the standard Cooperative Agreements that conform to state and federal laws when contracting with counties.

**4.8 Central Registry.** Provide Central Registry services to counties.

**4.9 PRISM Maintenance.** Ensure ongoing maintenance of PRISM.

**4.10 PRISM Enhancement.** Responsible for the modification and enhancement of the PRISM system in order to meet federal program requirements and ensure that the system operates efficiently and in a manner that supports COUNTY program operations and performance improvements. The STATE agrees to continue to take all necessary actions to modify the IV-A to IV-D (MAXIS/PRISM) computer interfaces, implement purging and archiving and fully utilize all funds authorized by the legislature for the modification and enhancement of PRISM.

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

## 5. Procurement.

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

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

## 6. Allocations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **10. Annual Audit.**

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

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

#### **10.4 Audit Adjustments**

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

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

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

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

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

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

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

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

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

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

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

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

## **12. General Provisions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

Approved Certifications regarding disbarment are Attachment E.

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

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

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

**12.5 Provisions of Services and Programs.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
Child Support Division  
Department of Human Services

\_\_\_\_\_  
Date

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

Budget

ATTACHMENT B  
BUDGET WORKSHEET

IV-D PROGRAM BUDGET				
COUNTY:				
CY: 20				
<b>I. PERSONNEL</b>				
ITEM	DESCRIPTION	ANNUAL BUDGET SALARY & FRINGE	FULL-TIME EQUIVALENT	IV-D ALLOWABLE COSTS
a.	SALARY & FRINGE			
		SALARY & FRINGE TOTAL		
<b>II. SERVICES AND CHARGES</b>				
ITEM	COOPERATING AGENCY / DESCRIPTION	ANNUAL BUDGET	IV-D PERCENTAGE	IV-D ALLOWABLE COSTS
a.	COOPERATIVE ARRANGEMENT-COUNTY ATTORNEY	COUNTY ATTORNEY / ATTORNEY		
b.	COOPERATIVE ARRANGEMENT-COUNTY SHERIFF	COUNTY SHERIFF / SHERIFF		
c.	PATERNITY EXPENDITURES			
d.	OTHER ELIGIBLE SERVICES AND CHARGES			
		SERVICES AND CHARGES TOTAL		
<b>III. DIRECT COSTS</b>				
ITEM	DESCRIPTION	ANNUAL BUDGET	IV-D PERCENTAGE	IV-D ALLOWABLE COSTS
a.	SUPPLIES & MATERIALS			
b.	CAPITAL OUTLAY			
c.	OTHER EXPENDITURES			
		DIRECT COSTS TOTAL		
<b>IV. INDIRECT COSTS</b>				
ITEM	DESCRIPTION	ANNUAL BUDGET	IV-D PERCENTAGE	IV-D ALLOWABLE COSTS
a.	HUMAN SERVICES ALLOCATED ADMINISTRATION			
b.	HUMAN SERVICES COUNTYWIDE ADMINISTRATION			
		INDIRECT COSTS TOTAL		
<b>V. IV-D PROGRAM BUDGET TOTAL</b>				
		IV-D ALLOWABLE COSTS TOTAL		

**CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

By \_\_\_\_\_  
(Signature of Official Authorized to Sign Application)

Date: \_\_\_\_\_

For: \_\_\_\_\_  
Name of Provider

\_\_\_\_\_  
Title of Program



DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET

0348-0046  
(cont.)

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonable expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

## CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

### Instructions for Certification

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

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

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

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



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**MAYO CLINIC MEMORANDUM OF UNDERSTANDING  
WITH A COMMUNITY SERVICE PROVIDER**

**Fillmore County  
Public Health and Community Services**

This Memorandum of Understanding (“MOU”) is made as of the last dated signature below (the “Effective Date”) by and between Mayo Clinic, a non-profit, educational, research and healthcare Community Service Provider (“**Mayo**”) with an address at 200 First Street SW, Rochester, MN 55905 and **Fillmore County**, a [local unit of government, ] having its principal place of business at 902 Houston Street NW, Suite 2, Preston, MN 55965 (“**Community Service Provider**”) acting by and through its department of Public Health. Mayo and Community Service Provider are herein referred to collectively as “Parties.” Individually, Mayo and Community Service Provider are each a “Party.”

**WHEREAS**, the Parties wish to establish a collaboration “**Southeast Minnesota Accountable Health Communities Coalition**” (under the Center for Medicare and Medicaid Innovation Accountable Health Communities FOA CMS-1P1-17-001); and

**WHEREAS**, this MOU is to set forth the basis for the negotiation of a definitive agreement outlining the understanding and cooperation of the Parties and the intention of the Parties to further enter into that definitive agreement, should the collaboration be funded.

**THE PARTIES HEREBY CONFIRM TO HAVE AGREED:**

**General:** Together with our partners in **public health**, community services and clinical care, Mayo Clinic, as bridge organization for the CMMI Accountable Health Communities (AHC) funding opportunity, will form the Southeast Minnesota Accountable Health Communities Coalition to implement an 11-county AHC model that spans the Southeastern Minnesota counties of Dodge, Fillmore, Freeborn, Goodhue, Houston, Mower, Olmsted, Rice, Steele, Wabasha, and Winona. Building on prior and current collaborative efforts, Mayo Clinic is uniquely positioned to implement Track 3 of the AHC model within this geographic region to foster alignment of clinical and community resources in a way that will ensure that community services are available and responsive to the needs of Medicare and Medicaid beneficiaries. The overarching goal of the 11-county SE MN AHC Model is to create alignment among clinical and community services within our geographic region. Doing so will 1) address health-related social needs of community-dwelling beneficiaries, 2) improve the efficiency of our clinical and community services, and 3) reduce unnecessary or inappropriate use of medical services. To this end, we will implement a point-of-care screening and referral process to identify health-related social needs among community-dwelling Medicare and Medicaid beneficiaries and provide tailored referral to appropriate community services in our geographic region. We will then provide community navigation services to high-risk

beneficiaries through expansion and modification of our local community service navigation Community Care Team (CCT) model.

**Activities Title/Description: “Southeast Minnesota Accountable Health Communities Coalition”** as further described in Exhibit A and Exhibit B.

**Mayo’s Principal Investigators are:** Dr. Lila Finney Rutten (contact PI) and Dr. Catherine Vanderboom

**Community Service Provider’s Lead Point of Contact:**

Daniel Jensen

## **2. Confidentiality**

The Parties agree that each will protect the other’s Confidential Information. “Confidential Information” includes all information exchanged between the Parties which has not been made generally available to the public and includes, without limitation, business and technical information and the negotiations conducted hereunder, provided this data has been classified as “confidential” in the hands of a local government entity under the Minnesota Government Data Practices Act or other applicable state or federal law governing data privacy. Confidential Information received may only be disclosed to a Party’s officers, directors, employees, agents, consultants and attorneys who have a “need to know” for purposes of this agreement and who are under confidentiality provisions at least as stringent as those set forth herein. Subject to the foregoing, the Parties will not disclose the other’s Confidential Information to third parties and will not use such Confidential Information for purposes other than for purposes of this agreement unless required to do by state or federal law or by order of a court with jurisdiction over the parties. . Upon termination, each Party will, upon request of the disclosing Party, return or destroy all copies of the Confidential Information received from the other. The obligations of this paragraph will survive any termination or expiration of this agreement for a term not to exceed three (3) years from the termination or expiration of this agreement. Failure to maintain confidentiality shall entitle the affected Party to terminate the agreement and to seek any available remedies at law.

## **3. Compliance with Law**

The Parties shall comply with and conduct all activities under this MOU in compliance with all laws, regulations, guidelines and statutes applicable to that Party and the regulations of the U.S. Government relating to exportation of technical data, computer software, laboratory prototypes, and other commodities.

## **4. Use of Name**

Neither Party shall use the names or trademarks of the other Party or of any of the other Party’s affiliated entities in any advertising, publicity, endorsement, or promotion unless the other Party has provided prior written consent for the particular use contemplated. With regard to the use of Mayo’s name, all requests for approval pursuant to this section must be submitted to the Mayo Clinic Public Affairs Business Relations Group, at the following E-mail address: [BusinessRelations@mayo.edu](mailto:BusinessRelations@mayo.edu) at least five business days prior to the date on which a response is needed. The terms of this section survive the termination, expiration, non-renewal, or rescission of this agreement.

## **5. Term and Review**

This MOU represents the present intentions of the Parties for collaborating for the purpose outlined in this MOU and is valid for a period for two (2) years after the Effective Date. The intent of the Parties is to enter into a definitive agreement prior to the two year end date. If additional extension is required, an extension of the same MOU or any revisions can be considered mutually.

## **6. Termination of MOU**

This MOU can be terminated by either Party after giving thirty (30) days' written notice to the other Party or immediately upon mutual agreement of the Parties.

## **7. Amendment**

Any amendment to or extension of the term of this MOU shall be made in writing and signed by both the Parties and shall be appended hereto.

## **8. Advice**

Any advice, information, and consultation provided by Mayo pursuant to this MOU is only for the consideration of Community Service Provider's staff, and Mayo is not responsible for the adoption, implementation, or results of such advice. Similarly, any advice, information, and consultation provided by Community Service Provider pursuant to this MOU is only for the consideration of Mayo's staff, and Community Service Provider is not responsible for the adoption, implementation, or results of such advice.

## **9. Background Intellectual Property**

It is expressly agreed that neither Mayo nor Community Service Provider transfers by operation of this MOU to the other Party any patent right, copyright, or other proprietary right owned as of the commencement date of this MOU or arising outside of the activities conducted under this MOU.

## **10. Interim Agreement**

The Parties acknowledge and agree that this MOU is intended to be an interim agreement governing their respective rights and obligations until such time as a definitive agreement mutually acceptable to the Parties has been executed. The Parties agree to be bound by the terms of this agreement until such time as the definitive agreement has been executed, at which time this agreement shall automatically terminate. Subject to the foregoing provision(s), neither Party shall be (a) under any obligation to the other or (b) liable to the other for any damages, expenses or otherwise arising under this MOU.

## **11. Disclaimer**

This MOU is not intended by the Parties to constitute, create, give effect to, or otherwise recognize an agency, partnership, or formal business organization of any kind. Each Party hereto shall act as an independent entity, and neither shall act as an agent of the other Party. Neither Party has the authority to bind the other Party.

## **12. Non-exclusivity**

The agreement reflected by the provisions of this Memorandum of Understanding are nonexclusive in nature and both the Parties can enter into cooperative arrangements with other parties to suit their organizational needs.

## **13. Survival Clauses**

Any provision of this Agreement that by its nature and intent remains valid after termination will survive termination.

#### **14. Counterparts**

This Agreement may be executed in any number of counterparts which, when taken together, will constitute one original, and photocopy, facsimile, electronic, or other copies shall have the same effect for all purposes as an ink-signed original. Each party hereto consents to be bound by photocopy, facsimile or electronic signatures of such Party's representative hereto.

#### **15. Export Controls**

The Parties agree not to use or otherwise export or re-export anything exchanged or transferred between them pursuant to this agreement except as authorized by United States law and the laws of the jurisdiction in which it was obtained. In particular, but without limitation, items exchanged may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By entering into this MOU, each Party represents and warrants that they are not located in any such country or on any such list. Each Party also agrees that they will not use any item exchanged for any purposes prohibited by United States law. In the event either Party becomes aware of any suspected violations of this paragraph that Party will promptly inform the other Party of such suspected violation, and cooperate with the other Party in any subsequent investigation and defense, civil or criminal.

#### **16. Notices**

16.1. Any notice, authorization, approval, consent or other communication will be in writing and deemed given: a) Upon delivery in person; b) Upon delivery by courier; or c) Upon delivery date by a nationally-recognized overnight delivery service such as FedEx.

#### **If to Community Service Provider:**

Fillmore County Public Health  
Attn: Jessica Erickson  
902 Houston Street NW, Suite 2  
PO Box 580  
Preston, MN 55965-0580  
P: 507-765-3898  
F: 507-765-2139  
E: [jerickson@co.fillmore.mn.us](mailto:jerickson@co.fillmore.mn.us)

#### **If to Mayo:**

Mayo Clinic  
Legal Contract Administration  
Attn: L. Soop  
200 First Street SW  
Rochester, MN 55905  
P: 507-266-0521  
F: 507-284-4183  
E: [lcaismct@mayo.edu](mailto:lcaismct@mayo.edu)

#### **17. Independent Contractor**

17.1. It is mutually understood and agreed that the relationship between the Parties is that of

independent contractors. Neither Party is the agent, employee, or servant of the other. Except as specifically set forth herein, neither Party shall have nor exercise any control or direction over the methods by which the other Party performs work or obligations under this Agreement. Further, nothing in this Agreement is intended to create any partnership, joint venture, lease, or equity relationship, expressly or by implication, between the parties.

In witness whereof, each of the Parties has caused this MOU to be executed as of the Effective Date.

**Mayo Clinic**

**Community Service Provider**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

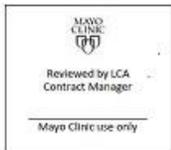
Name: Bobbie Vickerman

Title: \_\_\_\_\_

Title: Community Services Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## Exhibit A – Research Project Description

CONFIDENTIAL

### “Southeast Minnesota Accountable Health Communities Coalition”

Center for Medicare and Medicaid Innovation Accountable Health Communities FOA CMS-1P1-17-001

#### Abstract

Together with our partners in **public health**, community services and clinical care, Mayo Clinic, as bridge organization for the CMMI Accountable Health Communities (AHC) funding opportunity, will form the Southeast Minnesota Accountable Health Communities Coalition to implement a 12-county AHC model that spans the Southeastern Minnesota counties of Dodge, Fillmore, Freeborn, Goodhue, Houston, Mower, Olmsted, Rice, Steele, Wabasha, Waseca, and Winona. Building on prior and current collaborative efforts, Mayo Clinic is uniquely positioned to implement Track 3 of the AHC model within this geographic region to foster alignment of clinical and community resources in a way that will ensure that community services are available and responsive to the needs of Medicare and Medicaid beneficiaries. The proposed 12-county region corresponds to the SE MN Local Public Health Association (LPHA) and an associated collaborative of community services directors from each county (CREST) These organizations work across counties in the target region make efficient use of limited resources and better serve the needs of our population. In addition to each county’s individual public health and community service departments, a total of 28 primary care sites, 13 emergency care sites and hospitals, and five mental healthcare facilities have agreed to participate in these AHC alignment efforts.

The total population in the target region is estimated at 499,915, 35% of which reside in rural areas. Through use of the Rochester Epidemiology Project, a unique data linkage infrastructure among clinical and public health entities in our defined geographic region, we estimate that clinical partners in our coalition provide care to 82% of the Medicare-eligible population (N=64,389). Using the same resource, we have determined that in this 11-county region, our clinical practices touch 79.6% of the total population, of whom 68,608 are Medicaid beneficiaries. These penetration rates do not include the mental health centers and are therefore conservative estimates.

The overarching goal of the 12-county SE MN AHC Model is to create alignment among clinical and community services within our geographic region. Doing so will 1) address health-related social needs of community-dwelling beneficiaries, 2) improve the efficiency of our clinical and community services, and 3) reduce unnecessary or inappropriate use of medical services. To this end, we will implement a point-of-care screening and referral process to identify health-related social needs among community-dwelling Medicare and Medicaid beneficiaries and provide tailored referral to appropriate community services in our geographic region. We will then provide community navigation services to high-risk beneficiaries through expansion and modification of our local community service navigation Community Care Team (CCT) model. Building on prior collaborations, we will leverage existing health information exchange and data sharing infrastructure to support ongoing quality improvement and gap analyses and support planned evaluation efforts. Finally, we will develop and regularly convene an Advisory Board, consisting of members from across the partnering organizations, to provide data-driven guidance to clinical and community alignment efforts.

This region, with its long-standing history of clinical-community partnerships and its community-wide sustainable and scalable standards-based, health IT infrastructure, has the community engagement, data expertise, and IT infrastructure required to successfully align community and clinical resources to improve the health of Medicare and Medicaid beneficiaries and meet the AHC goals set forth by CMS and CMMI.

Exhibit B –

**FILLMORE COUNTY PUBLIC HEALTH AND COMMUNITY SERVICES**

COMMUNITY SERVICE PROVIDER'S STATEMENT OF WORK

CONFIDENTIAL

**Fillmore County Public Health and Community Services** understands the goals and requirements involved in pursuing Track 3 of the Accountable Health Communities model, and we are committed to collaboration with Mayo Clinic in the design and implementation of this model. **Fillmore County Public Health and Community Services** will collaborate with Mayo Clinic, the designated bridge organization for the proposed efforts described herein, in response to the U.S. Department of Health and Human Services, Centers for Medicare & Medicaid Services (CMS), Center for Medicare & Medicaid Innovation Accountable Health Communities (AHC) Cooperative Agreement Funding Opportunity (CMS-1P1-17-001), to pursue the following objectives: 1) Provide organizational representation to the advisory board and review gap analysis data and continuous quality improvement data to inform ongoing alignment efforts among clinical and community entities; 2) Collaborate with Mayo Clinic to provide design and implement tailored referrals to appropriate community services and to maintain up-to-date compilations of community resources; 3) Collaborate with Mayo Clinic and other participating organizations to support patient navigation efforts and to support to support AHC navigator tracking of beneficiary utilization of community service provider resources and related outcomes; 4) Design and implement strategies to track costs associated with the provision of community services and to document and track the total number of community-dwelling Medicare and Medicaid beneficiaries served; and 5) Share beneficiary data with Mayo Clinic or an agreed upon partner to enable timely sharing of data with MN Medicaid and CMS or its designated contractors. **Fillmore County Public Health** and Community Services will provide expertise in public health, community, and human services and will leverage existing community partnerships to ensure that the needs of beneficiaries referred to community services are met with careful efforts to avoid duplication of services. **Fillmore County Public Health** and Community Services understands that Medicare and Medicaid beneficiaries identified through screening at the point of care during a clinical visit as a partnering clinical organization with one unmet social need and 2 or more visits to an emergency department during the last 12 months will be referred for community services. **Fillmore County Public Health** and Community Services has engaged in several collaborations around community health needs with Mayo Clinic including the Rochester Epidemiology Project the Southeast Minnesota Beacon Community.



# Invoice

Date: 12/14/2015  
Invoice #: CSFI-110000  
Account #: 101314

## Human Services

FILLMORE COUNTY COORDINATOR  
AUDRY INGLETT  
PO BOX 466  
101 FILLMORE STREET  
PRESTON MN 55965

REMIT PAYMENT TO:  
Olmsted County Finance  
Attn: Human Services  
2117 Campus Dr. SE Suite 200  
Rochester, MN 55904-4825

Date of Service	Services Rendered To	Facility Name
4/1/16-6/30/16	FILLMORE COUNTY DFO TAX LEVY	
Description		Amount
Fillmore County Appropriation		\$100,515.00
Total Due		\$100,515.00
Terms		Net-30

### Notes

- DUE 4/1/2016

Please reference the above invoice # when making payment.

Questions?

PHONE: 507.328.6464  
FAX: 507.328.6734  
E-MAIL: [csaccountsreceivable@co.olmsted.mn.us](mailto:csaccountsreceivable@co.olmsted.mn.us)  
WEB SITE: <http://www.co.olmsted.mn.us>

~ A dynamic, world class County delivering excellence every day ~