



BECKER COUNTY BOARD OF COMMISSIONERS

Regular Meeting

Date: Tuesday, March 19, 2024 at 8:15 AM

Location: Board Room, Courthouse

or

Virtual TEAMS Meeting Option

Call-In #: 763-496-5929 - Conference I.D.: 649 395 915#

- 8:15 Call the Board Meeting to Order: Board Chair Okeson
1. Pledge of Allegiance
- 8:20 Regular Business
1. Agenda Confirmation 3
 2. Minutes of March 5, 2024 5
- 8:25 Consent Agenda
1. Auditor-Treasurer 9
 - a) Regular Claims, Auditor Warrants, and claims over 90 Days
 - b) January 2024 Cash Comparison, Sales Tax, and Investments 10
 2. Human Services
 - a) Contracts/Agreements
 - UCare MSHO/MSC+ Updated Agreement 13
 - St. Mary's University of Minnesota Minneapolis Field Intern MOU 53
 - Steve Rummeler Hope Network Naloxone Access Point Agreement 61
 - b) Claims - Human Services, Public Health, and Transit
- 8:30 Commissioners
1. Open Forum
 2. Reports and Correspondence
 3. Appointments
 4. Recognition - Retired Law Librarian - Bill Wilson
- 9:00 County Administrator - Human Resources
1. Report 71
 2. Becker County Museum - presented by Becky Mitchell
 3. Lobbyist
 4. DDA for Job Descriptions
 5. Airport T-Hangar Project Contract Bid Awards 72
 6. Discussion - Attorney for Zoning
- 9:30 Auditor-Treasurer
1. License List 77
 2. Resolution 03-24-1A Detroit Lakes Lions Club Raffle 08-03-24 Soo Pass Ranch in Lake View Twp 78

3. Resolution 03-24-2E Detroit Lakes Lions Club Bingo 06-15-24 at Meadow Lake Campsite in Lake View Twp 79
 4. Resolution 03-24-2F Detroit Lakes Lions Club Bingo 07-06-24 at Meadow Lake Campsite in Lake View Twp 80
 5. Resolution 03-24-2G Detroit Lakes Lions Club Bingo 08-17-24 at Meadow Lake Campsite in Lake View Twp 81
 6. Resolution 03-24-2H Detroit Lakes Lions Club Bingo 08-31-24 at Meadow Lake Campsite in Lake View Twp 82
 7. Resolution 03-24-2I - Repurchase Parcel 16.0125.000 83
- 9:40 Attorney
1. Retention Bonuses for Assistant County Attorneys
 2. Discussion of First Assistant Attorney Position
- 9:45 Information Technology
1. Purchase Request - Laptops & PC's 84
- 9:50 EDA
1. Minnesota Cities Participation Program (MCP) 85
 2. Economic Futures Workshop - U of M Extension 86
- 9:55 Break
- 10:00 Public Hearing - ATV Ordinance
1. Class 1 ATV Ordinance #21 - Legally operate along the extreme right-hand side of CR 38 from Balmi Cemetery Road into the City of Wolf Lake 88
- 10:15 Land Use/Environmental Services
1. Environmental Services
 - a) Application for a State Recycling Grant 97
- 10:20 Highway
1. Resolution 03-24-2B - West Lake Drive Phase 1 - Final Payment 100
 2. Resolution 03-24-2C - West Lake Drive Phase 2 - Final Payment 103
 3. Resolution 03-24-2D - Bid Award CSAH 42, CSAH 44, CSAH 47 106
 4. Approve Monitoring Well Installation - Old Highway Facilities
- Closed Meeting - Labor Negotiations Strategy
1. Motion to close the meeting pursuant to Minn. Stat. Section 13D.03 Subd. 1(b) 112
- Adjourn



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4. Approve Monitoring Well Installation - Old Highway Facilities

Closed Meeting - Labor Negotiations Strategy

1. Motion to close the meeting pursuant to Minn. Stat. Section 13D.03 Subd. 1(b)

Adjourn

BOARD MEETING AS POSTED

BECKER COUNTY BOARD OF COMMISSIONERS

DATE: TUESDAY, March 5, 2024, at 8:15 am

LOCATION: Board Room, Courthouse

1. Meeting was brought to order by Board Chair Okeson. Commissioners in attendance: Okeson, Meyer, Vareberg, Jepson and Nelson, Interim County Administrator Carrie Smith, and minute taker Peggy Martin.
2. Pledge of Allegiance

Agenda/Minutes:

1. Agenda – Motion and second to approve agenda with the removal of the Coroner Appointment (Jepson, Meyer) carried.
2. Minutes – Moved and second to approve minutes of February 20, 2024, with the requested changes (Meyer, Nelson) carried.
3. Motion and second to approve the Consent Agenda (Meyer, Jepson) carried.

Commissioners:

1. Open Forum:
 - None.
2. Reports and Correspondence: Reports were provided on the following meetings:
 - Commissioner Jepson – Comprehensive Plan, Mahube, Extension.
 - Commissioner Meyer – Fair Board, Transit, Historical Society, Comprehensive Plan, DAC, Sheriff, Courthouse.
 - Commissioner Nelson – Sheriff, Courthouse, Joint Powers, NRM.
 - Commissioner Vareberg – NRM, Environmental.
 - Commissioner Okeson – Fair Board, Transit, Environmental, Prairie Lakes Municipal Solid Waste, Pelican River Watershed.
3. Appointments
 - Motion and second to reappoint Kohl Skalin to the Planning Commission from District 4 (Vareberg, Nelson) carried.
 - Motion and second to reappoint Craig Hall to the Board of Adjustments as a Member at Large (Vareberg, Jepson) carried.

Public Hearing – New Off-Sale Intoxicating Liquor License for Swanies Pub in Cormorant Township.

1. Motion and second to open the Public Hearing (Meyer, Nelson) carried.
 - Brad Olek – Owner of Swanies.
 - Jeff Mortenson – Appreciate very much what the owner has been doing with the campground. Concerned with late night hours.
 - Lori Olson – Concerned with the atmosphere on the lake.
2. Motion and second to close the Public Hearing (Nelson, Vareberg) carried.
3. Motion and second to approve the New Off-Sale Intoxicating Liquor License for Swanies Pub in Cormorant Township (Nelson, Vareberg) carried.

County Administrator – Human Resources: presented by Carrie Smith.

1. Report.
 - Attended the AMC Legislative Conference.
 - Meeting regarding Pelican River and Cormorant Watershed Districts.
 - Union Negotiations are in process.
 - Coroner appointment is on hold.
 - Executive Search for the Attorney's office to begin soon.
2. On-Call Policy
 - Motion and second to approve an On-Call Policy for the IT Department (Nelson, Vareberg) carried.
3. Update Out of State Travel Per Diem.
 - Motion and second to update Out of State Travel Per Diem to match In State Meal Reimbursement (Meyer, Jepson) carried.
4. Employee Recognition – March 22 at 9:00 am. Location to be determined.
5. Resolution 03-24-1C – Becker County Opposition to Transferring State Owned Tax Forfeit Lands within The White Earth Forest to The White Earth Band of The Minnesota Chippewa Tribe.
 - Hearing in St. Paul on Thursday, March 7.
 - Motion and second to approve Resolution 03-24-1C - Becker County Opposition to Transferring State Owned Tax Forfeit Lands within The White Earth Forest to The White Earth Band of The Minnesota Chippewa Tribe and to authorize the Board Chair to modify as needed (Vareberg, Jepson) carried.
 - Motion and second to authorize the Finance Committee and Board Chair to sign an agreement up to \$15,000 with a lobbyist group to keep us informed and lobby against the transfer of land (Nelson, Jepson) carried.
6. Executive Search to fill County Administrator Position.

- Motion and second to contract DDA to perform an Executive Search up to \$24,000 (Okeson, Meyer) carried.

Auditor-Treasurer: presented by Mary Hendrickson.

1. License List.

- Motion and second to approve Combination On/Off Sale w/Sundays – New – Swanies Pub – Bradley Olek – Cormorant Twp (Nelson, Meyer) carried.
- Motion and second to approve Combination On/Off Sale w/Sundays – Renewal – Ice cracking Lodge – Tanya Parsons – Round Lake Twp (Nelson, Meyer) carried.
- Motion and second to approve On-Sale w/Sundays – Renewal – Forest Hills Golf & RV Resort – Robert Spizzo – Audubon Twp (Nelson, Meyer) carried.
- Motion and second to approve 3.2 On/Off-Sale – Renewal – The Hideaway Resort – Allen Chirpich – Shell Lake Twp (Nelson, Meyer) carried.
- Motion and second to approve Off-Sale – Renewal – Cormorant Bottle Shop – Rod Einerson – Cormorant Twp (Nelson, Meyer) carried.

Becker Soil & Water Conservation District: presented by Karl Koenig.

1. Resolution 03-24-1A – Watercraft Inspector Compensation – motion and second to approve 2024 Watercraft Inspector rates (Meyer, Nelson) carried.
2. Motion and second to approve the 2024 MN DNR Delegation Agreement – Watercraft Inspectors (Meyer, Jepson) carried.

Information Technology: presented by Judy Dodd.

1. Motion and second to approve the purchase of SIEM Tool Consulting for a 3 year contract totaling \$53,440.74 and to purchase MFA for on Site WIFI in the amount of \$5,629.95 (Nelson, Meyer) carried.

Sheriff: presented by Todd Glander.

1. Motion and second to approve the purchase of 3 Squad Car totaling \$140,918.82 which is in budget (Meyer, Jepson) carried.
2. Motion and second to approve Resolution 03-24-1D – Lakes Area Special Weapons and Tactical Team SWAT Mutual Aid Agreement (Meyer, Jepson) carried.

Probation: presented by Brian Rubenstein.

1. Motion and second to approve Resolution 03-24-1E – MN DOC Comprehensive Plan for Becker County (Nelson, Meyer) carried.

Transit: presented by Kevin Johnson.

1. Motion and second to approve Resolution 03-24-1G – Becker County Transit Procurement Policy (Meyer, Okeson) carried.
2. Motion and second to approve Resolution 03-24-1F – Personnel Request – Two Part-Time Transit Bus Drivers (Vareberg, Meyer) carried.

Land Use/Environmental Services: presented by Steve Skoog.

1. Motion and second to approve Resolution 03-24-1B – Green Corps Worker Grant (Meyer, Nelson) carried.

Planning & Zoning: presented by Kyle Vareberg.

1. Comprehensive Plan Update.

Being no further business, Chair Okeson adjourned the meeting at 10:56 am.

<u>/s/</u>	Carrie Smith	<u>/s/</u>	John Okeson
	Carrie Smith		John Okeson
	Interim County Administrator		Board Chair



BECKER COUNTY BOARD OF COMMISSIONERS
Finance Committee Meeting
Date: Friday, March 15, 2024 at 8:30 AM

Location: 1st Floor – Board Meeting Room - Courthouse
915 Lake Avenue, Detroit Lakes, MN

Administrator

1. Wage Study Implementation
2. Report
3. Lobbyist
4. DDA for Job Descriptions
5. Airport T-Hangar Project Contract Bid Award
6. Attorney for Zoning

Auditor-Treasurer

1. Claims
2. January 2024 Cash Comparison, Sales Tax, and Investments
3. Resolution 03-24-2I - Repurchase Parcel 16.0125.000

Human Services

1. Claims Human Services, Public Health and Transit

Attorney

1. Retention Bonuses for Assistant County Attorneys
2. Discussion of First Assistant Attorney Position

Information Technology

1. Purchase Request - Laptops & PC's

Land Use/Environmental Services

1. Application for a State Recycling Grant

Highway

1. Resolution 03-24-2B West Lake Drive Phase 1 - Final Payment
2. Resolution 03-24-2C West Lake Drive Phase 2 - Final Payment
3. Resolution 03-24-2D - Bid Award CSAH 42, CSAH 44, CSAH 47
4. Approve Monitoring Well Installation - Old Highway Facilities

Adjourn

BECKER COUNTY CASH COMPARISON

FUND	January 2023	January 2024	% Change	December 2023
REVENUE FUND				
REVENUE FUND	\$ 12,388,951.78	\$ 13,264,760.99	7.07%	\$ 14,547,922.09
DESIGNATED				
GO BOND SERIES 2022A	(755,863.60)	-	-100.00%	-
LAW LIBRARY	42,013.02	14,276.67	-66.02%	14,792.47
ATTORNEY'S FORFEITURES	73,779.27	79,157.22	7.29%	79,157.22
RECORDERS EQUIPMENT	142,669.23	30,259.53	-78.79%	26,636.53
RECORDERS ENHANCEMENT	155,020.58	97,392.58	-37.17%	92,420.58
TRANSIT	231,837.22	208,636.04	-10.01%	139,878.99
2023 PUBLIC SAFETY AID	-	996,097.00	100.00%	-
TRANSIT LOCAL RESERVE	36,041.09	36,426.09	1.07%	36,426.09
TOTAL REVENUE FUND	\$ 12,314,448.59	\$ 14,727,006.12	19.59%	\$ 14,937,233.97
SPECIAL REVENUE FUNDS				
PUBLIC SAFETY	\$ 2,127,901.70	\$ 2,241,979.49	5.36%	\$ 4,085,671.35
E-911	78,282.18	228,620.62	192.05%	233,731.05
ROAD AND BRIDGE	3,579,474.01	3,761,956.68	5.10%	1,647,784.37
HUMAN SERVICES	7,894,102.05	9,587,117.93	21.45%	10,238,057.58
RECREATION	701,175.07	645,501.15	-7.94%	647,258.64
AMERICAN RESCUE PLAN ACT	6,031,701.68	-	-100.00%	-
RESOURCE DEVELOPMENT	987,421.71	1,025,794.19	3.89%	1,018,070.41
ENVIRONMENTAL AFFAIRS	2,493,969.95	1,451,649.73	-41.79%	1,407,422.57
DEBT FUNDS	298,572.68	517,972.93	73.48%	1,434,191.06
DITCH FUND	1,406.76	215.64	-84.67%	215.64
SUNNYSIDE CARE CENTER	1,875,366.71	2,191,357.01	16.85%	2,368,546.82
NATURAL RESOURCE MGT	246,837.56	141,843.58	-42.54%	160,466.40
GRAVEL RESERVE	536,458.47	567,663.84	5.82%	516,592.28
OPIOID SETTLEMENT FUND	287,420.09	356,757.87	24.12%	356,757.87
LOCAL ASSISTANCE & TRIBAL CONSISTENCY FUND	-	167,187.18	100.00%	167,187.18
GENERAL - SPECIAL	253,425.94	3,608,270.13	1323.80%	3,604,886.34
TOTAL SPECIAL REVENUE FUNDS	\$ 27,393,516.56	\$ 26,493,887.97	-3.28%	\$ 27,886,839.56
AGENCY FUNDS				
BCCI	\$ 232,244.95	\$ 130,255.23	-43.91%	\$ 126,888.85
TAXES AND PENALTIES	510,522.76	428,621.18	-16.04%	938,338.83
CLEARING FUNDS	340,470.55	1,144,298.70	236.09%	517,852.59
TOTAL AGENCY PASS THRU FUNDS	\$ 1,083,238.26	\$ 1,703,175.11	57.23%	\$ 1,583,080.27
TOTAL CASH & INVESTMENTS	\$ 40,791,203.41	\$ 42,924,069.20	5.23%	\$ 44,407,153.80

Becker County Sales & Use Tax

2014					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	606,000.00	129,165.85	735,165.85	(31,350.71)	703,815.14
2015					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	1,925,000.00	199,199.05	2,124,199.05	(26,358.15)	2,097,840.90
2016					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	1,912,893.48	209,748.19	2,122,641.67	(27,908.63)	2,094,733.04
2017					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,172,000.00	233,642.63	2,405,642.63	(29,318.97)	2,376,323.66
2018					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,281,000.00	365,457.85	2,646,457.85	(33,661.93)	2,612,795.92
2019					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,452,000.00	222,944.01	2,674,944.01	(34,367.81)	2,640,576.20
2020					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,563,000.00	279,602.16	2,842,602.16	(36,985.03)	2,805,617.13
2021					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,957,000.00	376,489.88	3,333,489.88	(38,856.08)	3,294,633.80
2022					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	3,230,000.00	485,045.29	3,715,045.29	(38,854.14)	3,676,191.15
2023					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
November		25,992.00	25,992.00	(3,173.11)	22,818.89
December	235,000.00	34,023.52	269,023.52	(3,054.62)	265,968.90
January	251,000.00	24,252.98	275,252.98	(3,076.38)	272,176.60
February	214,000.00	34,982.77	248,982.77	(3,156.08)	245,826.69
March	198,000.00	24,856.10	222,856.10	(3,118.94)	219,737.16
April	231,000.00	32,779.63	263,779.63	(3,088.38)	260,691.25
May	244,000.00	21,709.12	265,709.12	(3,126.88)	262,582.24
June	358,000.00		358,000.00		358,000.00
July	406,000.00	39,763.41	445,763.41	(3,311.24)	442,452.17
August	357,000.00	20,525.95	377,525.95	(3,293.45)	374,232.50
September	387,000.00	16,108.32	403,108.32	(16,108.32)	387,000.00
October	325,000.00	9,733.51	334,733.51	(3,175.32)	331,558.19
November	265,000.00		265,000.00		265,000.00
	3,471,000.00	284,727.31	3,755,727.31	(47,682.72)	3,708,044.59
2024					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
November		21,065.34	21,065.34	(3,124.31)	17,941.03
December	269,000.00		269,000.00		269,000.00
January			-		-
February			-		-
March			-		-
April			-		-
Mar-State Adj			-		-
April-State Adj			-		-
May			-		-
June			-		-
July			-		-
August			-		-
September			-		-
October			-		-
November			-		-
	269,000.00	21,065.34	290,065.34	(3,124.31)	286,941.03
Grand Total	23,838,893.48	2,807,087.56	26,645,981.04	(348,468.48)	26,297,512.56

Please note that Receipt 1 is not receipted until the next month AND Receipt 2 is not receipted for two months

EX--December 2023 Receipt 1 in the IFS (Bank/Cash Comp) January 2024 and Receipt 2 in the IFS (Bank/Cash Comp) February 2024

Bolded amounts corresponds to Monthly-Cash Comp

**Becker County
Investment Analysis
January 31, 2024**

Bank or Institution			Investment Number	Interest Rate	Yield Rate	Maturity Date	Book Value(Cost)	Fair Market Value
<u>American National Bank</u>								
ANB	CD	American Natl	23-06	3.940%	3.940%	4/10/24	245,000.00	245,000.00
<u>Community Development Bank of Ogema</u>								
CDB	CD	CDBoO	09-13	4.500%	4.500%	6/17/24	500,000.00	500,000.00
CDB	CD	CDBoO	13-1	1.900%	1.900%	2/15/24	425,000.00	425,000.00
<u>Midwest bank</u>								
MW	CD	Midwest	0-39	4.040%	4.040%	12/8/24	96,000.00	96,000.00
MW	CD	Midwest CDARS	10-09	4.450%	4.450%	7/6/24	1,000,000.00	1,000,000.00
<u>State Bank of Lake Park</u>								
SBLP	CD	State Bank of LP	01-39	4.000%	4.000%	9/30/24	149,869.03	149,869.03
<u>United Community Bank of Frazee</u>								
UCB	CD	UCBoF	23-07	3.710%	3.710%	5/3/25	200,064.30	200,064.30
<u>Raymond James</u>								
MK	Lake Park-Audubon MN	GO	11-6	5.375%	3.652%	2/1/26	500,000.00	508,965.00
MK	Connecticut St Taxable Go Bond		20-14	3.310%	3.310%	1/15/26	564,114.72	490,335.00
MK	CD	Bridgewater Bk Bloomington,MN	20-15	0.350%	0.350%	9/1/24	114,000.00	110,665.50
MK	CD	Alcoa Tenn Taxable Bds 2021 B	21-02	0.820%	0.820%	3/1/26	244,054.30	226,754.85
MK	CD	Montgomery Cnty MD Rev Taxable Ref Bds 202	21-06	1.000%	1.000%	4/1/25	303,945.00	287,175.00
MK	FHLB	Federal Home Loan Bank	22-02	4.000%	4.000%	6/29/26	500,000.00	493,280.00
MK	CD	Discover Bank Greenwood, DE	22-07	4.850%	4.850%	11/9/26	244,000.00	247,979.64
MK	FHLB	Federal Home Loan Bank	23-03	4.240%	4.240%	2/17/28	250,000.00	247,127.50
MK	CD	CIBC Bank USA Chicago, IL	23-04	4.950%	4.950%	3/24/26	225,000.00	227,243.25
MK	CD	First St Bk of Dequeen Dequeen	23-06	4.600%	4.600%	7/7/26	100,000.00	100,579.00
MK	CD	HAPO Community Credit UN	23-07	5.250%	5.250%	2/27/26	240,000.00	243,643.20
<u>Wells Fargo Advisors (Formerly Wachovia Securities)</u>								
WFA	CD	Texas Exchange Bk SSB CD	21-01	0.300%	0.300%	2/5/24	245,000.00	244,835.85
WFA	FHLBMSUCP	Federal Home Loan Bank Multi Step Up Cpn Bor	21-03	0.500%	0.500%	3/16/26	455,000.00	426,011.95
WFA	CD	BMW Bk North America CD	21-04	0.300%	0.300%	5/14/24	245,000.00	241,645.95
WFA	CD	New York Cmnty Bk CD	21-05	0.350%	0.350%	6/3/24	225,000.00	221,393.25
WFA	CD	Goldman Sachs BK USA CD	21-07	1.000%	1.000%	8/8/26	215,000.00	197,989.20
WFA	CD	UBS Bank USA CD	21-08	0.550%	0.550%	8/26/24	245,000.00	238,897.05
WFA	CD	JP Morgan Chase Bk NA CD	22-01	1.100%	1.100%	1/31/25	245,000.00	236,180.00
WFA	BOND	US Treasury Notes	22-03	2.750%	2.750%	4/30/27	326,476.93	317,763.60
WFA	CD	City Natl Bk - Bev Hi CD	23-01	4.350%	4.350%	1/26/26	245,000.00	244,377.70
WFA	CD	Synchrony Bank CD	23-08	5.050%	5.050%	10/27/26	245,000.00	249,973.50
WFA	BOND	US Treasury Bill	23-09	5.199%	5.199%	4/30/24	1,133,023.48	1,141,375.00
WFA	CD	Comerica Bank CD	23-10	5.450%	5.450%	11/15/24	245,000.00	245,928.55
WFA	CD	Morgan Stanley PVT PK CD	23-11	4.950%	4.950%	6/6/25	245,000.00	245,637.00
WFA	CD	Morgan Stanley BK NA CD	23-12	4.800%	4.800%	12/8/25	245,000.00	246,097.60
WFA	BOND	US Treasury Notes	24-01	3.000%	3.000%	7/31/24	2,010,472.28	1,979,200.00
Total Pooled Investments - Securities							12,471,020.04	12,276,987.47

Summary of Investments by Type		
	Book Value	Fair Value
CD's	5,373,878.33	5,335,509.07
CDARS	1,000,000.00	1,000,000.00
Jumbo CDs		
Local Gov Issues	500,000.00	508,965.00
Govt. Securities	922,169.02	827,755.35
Treasury	3,469,972.69	3,438,338.60
FNMA	0.00	0.00
FHLBMSUCP	455,000.00	426,011.95
FFCBB		
FHLB	750,000.00	740,407.50
Totals	12,471,020.04	12,276,987.47

Investment Summary by Fund		
Revenue Fund	12,471,020.04	12,276,987.47
	12,471,020.04	12,276,987.47
Fair Market Value Adjustment		(194,032.57)

DELEGATION AGREEMENT
between
UCARE
and
BECKER COUNTY

UCare Minnesota, including its Affiliates (“UCare”) and Becker County (“Delegate”) hereby enter into this Delegation Agreement (the “Delegation Agreement” or the "Agreement") effective January 1st, 2024 to specify the functions which are delegated to Delegate and to specify the responsibilities of UCare and Delegate which relate to such delegated functions. Unless otherwise specified herein, this Delegation Agreement supersedes any other written agreement, amendment or exhibit entered into by the parties related to such delegated functions.

If UCare, in its sole discretion, determines that information will be shared or disclosed between the Parties in a manner that requires a Business Associate Agreement, in accordance with the security and privacy provisions of the Health Insurance Portability and Accountability Act of 1996 and meeting the requirements of the implementing regulations at 45 C.F.R. § 164.502(e) and 45 C.F.R. § 164.504(e), Delegate agrees that it shall timely execute UCare’s Business Associate Agreement that meets such requirements. To the extent the terms of the Business Associate Agreement is inconsistent with the terms of this Agreement, the more protective and restrictive terms shall apply.

WHEREAS, UCare wishes to delegate certain of its regulatory obligations and/or obligations to members or network providers to Delegate; and

WHEREAS, Delegate wishes to provide, and is qualified to provide, services that fulfill such obligations;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1: DEFINITIONS

1.1. **“Care Coordination”** means services that coordinate the provision of health and long term care services to a Member among different health and social service professionals and across settings of care. See **Schedule - “Care Coordination for Minnesota Senior Health Options (MSHO)”** for a description of Delegate’s specific service obligations.

1.2. **“Case Management”** or **“Case Coordination”** means a collaborative process which assesses, plans, implements, coordinates, monitors, and evaluates the options and services required to meet the Member’s health needs, using communication and available resources to promote quality, cost-effective outcomes. Case management usually focuses on Members who have met defined screening criteria and are then initially assessed for intervenable conditions that would benefit from Case Management. If the Member would benefit as determined by the initial assessment, then the member is opened to Case Management unless otherwise required by contract. See, as applicable, **Schedule - “Case Management for Minnesota Senior Care Plus”, Schedule - “Case Management**

for UCare Medicare Advantage Plans”, and Schedule - “Case Coordination for Special Needs Basic Care” for a description of Delegate’s specific service obligations for the applicable product.

1.3. **“CMS”** means the Centers for Medicare & Medicaid Services.

1.4. **“Credentialing Activities”** means credentialing and recredentialing of the providers in UCare's networks, and includes but is not limited to: primary source verification; application of uniform selection criteria; and establishment and maintenance of credentialing and recredentialing standards, policies and procedures relating to peer review, approval, denial, notifications, appeals, reporting to the National Practitioner Data Bank (“NPDB”) and site reviews, as applicable. See **Schedule C - “Credentialing.”**

1.5. **“Delegated Functions”** are the activities and services performed by Delegate specified in **Schedule A- List of Delegated Functions.**

1.6. **“Delegation”** occurs when an organization gives a third party the authority to perform an activity that the organization would otherwise perform to meet a requirement in the NCQA standards and guidelines, and may include additional functions as mutually agreed to by Parties and documented in the Delegation Agreement.

1.7. **“DHS”** means the Minnesota Department of Human Services.

1.8. **“Eligible Member”** means a Member who meets the criteria for participation in a benefit program or a contracted service.

1.9. **“Member”** means any person who is enrolled in a UCare plan including, without limitation, qualified health plans, Prepaid Medical Assistance plans, MinnesotaCare, Medicare Advantage, MSHO, SNBC or MSC+ and whom UCare assigns to Delegate to receive services under this Delegation Agreement.

1.10. **“NCQA”** means National Committee for Quality Assurance.

1.11. **“Notification”** means the process of informing UCare of a particular medical treatment or service involving an Member prior to or within a specified time period of the treatment or service.

1.12. **“Prior Authorization”** means an approval by UCare or a delegate that a particular service or treatment should be covered under the applicable UCare plan, including a determination that the service or treatment is medically necessary and that all appropriate, less expensive alternatives have been considered. Prior Authorizations may be made by UCare or an entity to which UCare has delegated this function. Prior Authorizations are a condition of coverage for specified services or treatment for claims to be processed for payment.

1.13. **“Qualified Professional”** means a licensed social worker, registered nurse, physician assistant, nurse practitioner, public health nurse, or physician employed or contracted with the Delegate.

1.14. **“Subdelegate”** is a third party that has been granted the authority by Delegate to perform a delegated activity.

1.15. **“UCare Materials”** means documents, including, but not limited to, any deliverables prepared by Delegate for UCare, data, know-how, methodologies, specifications, software and other materials provided or disclosed to Delegate by UCare.

1.16. **“Utilization Review”** means an evaluation of the necessity, appropriateness, and efficacy of the use of health care services, procedures, and facilities by a person or entity other than the attending health care professional, for the purpose of determining the medical necessity of the service or admission.

ARTICLE 2: DELEGATED FUNCTIONS

Delegate shall perform the delegated functions identified in Schedule A, “List of Delegated Functions” in accordance with the terms of this Delegation Agreement and of the attached Schedules (as applicable) which are incorporated into this Agreement by this reference.

ARTICLE 3: GENERAL TERMS AND OBLIGATIONS

3.1 Fees, Expenses and Payment.

- a. **Fees.** Unless otherwise specified, in consideration of Delegate’s performance of the services, UCare shall pay Delegate the fees and other amounts set forth in a Delegated Function Schedule (“Fees”). Such Fees are exclusive of any federal, state, or local sales or use taxes, or any other taxes or fees assessed on, or in connection with any of the services rendered herein, with the exception of MinnesotaCare Tax, which shall be applied in accordance with the UCare Provider Manual (as applicable). All expenses incurred by Delegate in the performance of services under this Agreement are the Delegate’s sole responsibility. If a particular Schedule requires that UCare reimburse Delegate for particular expenses the expenses shall (i) be limited to the specific types identified in the SOW, construed narrowly, (ii) be competitively sourced in the marketplace from parties unaffiliated with Delegate, (iii) paid by Delegate and rebilled by Delegate to UCare without markup or administrative charge of any kind, and (d) be documented in form satisfactory to UCare.
- b. **Travel Expenses.** Subject to subsection (a) above, all travel related expenses must be authorized in advance by UCare and shall be in accordance with UCare’s Vendor Guide, which is available from UCare upon request.
- c. **Invoicing and Payments.** Unless otherwise specified, Delegate shall request payment from UCare in accordance with the applicable Schedule. In the event billing and payment instructions are absent in a Schedule, all Fees will be payable within 45 days of receipt of a valid, undisputed invoice from Delegate accompanied by documentation reasonably requested by UCare evidencing all charges. In the event of any valid dispute regarding an invoice, UCare may withhold payment of such disputed amounts after providing written notice of its intent to withhold payment detailing the reasons for disputing the invoiced amounts to Delegate prior to the payment due date. The Parties shall promptly attempt, in good faith, to reach an agreement regarding that issue in the ordinary course of business. Delegate shall continue performing the services in accordance with this Agreement notwithstanding any such dispute. Amounts not disputed shall be deemed accepted and shall be paid according to this Section 3.1.

- 3.2 Laws, Regulations, Instructions, and Contractual Agreements. In carrying out its delegated activities specified in this Agreement, the Delegate shall comply with all applicable Medicare laws and CMS regulations and instructions, all applicable provisions of UCare's contract with CMS, all applicable requirements as set forth in the contracts between UCare and DHS, and all other applicable state and federal laws. To the extent the terms of this Delegation Agreement conflict with terms of UCare's contracts with CMS or DHS, the terms of the applicable CMS or DHS contract shall apply. Although UCare has delegated certain obligations and functions, the parties acknowledge that UCare retains ultimate authority, responsibility, and accountability for such obligations or functions. This does not waive any of UCare's rights under this Delegation Agreement or under the law in the event Delegate fails to comply with the terms of this Delegation Agreement.
- 3.3 Compliance Oversight by UCare. UCare shall have the right to review Delegate's compliance with the terms of this Delegation Agreement, as well as Delegate's compliance with applicable laws, regulations, and CMS instructions. Such oversight shall include but not be limited to an annual oversight review or audit. Delegate agrees to cooperate with UCare's oversight activities, including: (a) furnishing records or making copies as requested by UCare, at Delegate's expense; (b) making records and staff available during Delegate's normal working hours for UCare staff performing oversight; and (c) providing on-site access to Delegate's work premises, subject to Delegate's normal security policies and procedures, after reasonable prior notice by UCare. Delegate shall timely complete UCare's annual compliance attestation form and return it to UCare.
- 3.4 Non-Performance and/or Non-Compliance by Delegate. In the event Delegate does not perform in accordance with the terms of this Delegation Agreement, UCare shall furnish Delegate with feedback about non-performance and shall work with Delegate to develop improvement and/or corrective action plans. UCare retains the right to resume responsibility at any time for any of the delegated responsibilities described in this Delegation Agreement, and may exercise this right by giving written notice of revocation to Delegate at least ten (10) days prior to resuming responsibility, unless a shorter period of time is necessary for UCare to demonstrate compliance for a government agency or prevent any potential harm to Members. In the event UCare revokes delegation, UCare shall not be responsible for any reimbursement to Delegate for such delegated functions performed after the date of revocation. Delegate shall work with UCare on the transition of Member information in the event any delegated function is resumed by UCare. Notwithstanding the above provisions relating to corrective action plans and the right to resume delegated responsibilities, UCare retains termination rights as described in Article 4 of this Delegation Agreement.
- 3.5 Regulatory Penalties. Without prejudice to Delegate's other indemnity obligations hereunder, Delegate agrees to reimburse UCare for any regulatory penalties or contract sanctions assessed against UCare resulting from Delegate's performance or non-performance under this Agreement or non-compliance with applicable laws, rules and guidance. UCare's rights under this Section 3.5 do not affect, supersede or replace any other rights of UCare specified in this Delegation Agreement or remedies available under the law, which arise in the event of noncompliance or breach by Delegate of the terms of this Delegation Agreement.
- 3.6 Subdelegation. Delegate must obtain UCare's prior written approval of any subdelegation of its responsibilities under this Agreement before the subdelegation becomes effective. Prior to

its request for UCare's approval of the subdelegation, Delegate shall conduct a pre-delegation assessment prior to subdelegation, and make this assessment available for UCare's review. Delegate shall provide UCare a copy of annual subdelegation audit reports upon UCare's request. Delegate shall remain accountable and liable for its responsibilities described in this Delegation Agreement even if it subdelegates its responsibilities to another entity. Delegate is responsible for adequate oversight of all subdelegates and must require subdelegates to cooperate with evaluation and monitoring efforts by UCare and Delegate, and to comply with the applicable terms of this Delegation Agreement and all applicable regulatory or accreditation standards. If UCare has an obligation to provide notice under this Delegation Agreement, such obligation shall only apply to notice to the Delegate, which shall be responsible for notifying the subdelegate.

- 3.7 Applicability. This Delegation Agreement relates to services provided by Delegate to Members who have been assigned by UCare to Delegate to receive such services.
- 3.8 Compensation. Unless otherwise mutually agreed to by UCare in writing, Delegate shall not be entitled to separate compensation for its provision of services under this Delegation Agreement.
- 3.9 Staffing and Qualifications of Staff. Delegate agrees to employ an adequate number of staff to effectively manage Members, using a caseload ratio of number of staff to Members as mutually agreed to by the parties. Staff must be properly trained, qualified and supervised by Delegate so that they understand and implement the responsibilities and obligations set forth in this Delegation Agreement and any instructions provided by UCare to Delegate. Nurses, physicians and other licensed health professionals performing services under this Delegation Agreement must have all licenses or certifications required to perform the services they perform under applicable law. All such licenses shall be current and unrestricted.
- 3.10 Reports. Delegate agrees to submit to UCare the reports as described in the applicable Schedule at the frequency specified. UCare reserves the right to request additional reports related to services provided under this Delegation Agreement as reasonably determined by UCare and agreed to by the Delegate, or as otherwise required by regulation, CMS or DHS.
- 3.11 Professional Conduct. Delegate staff shall perform the services described in this Delegation Agreement in a professional manner, and fairly and accurately represent UCare's procedures or decisions when communicating with Members or other third parties.
- 3.12 Business Associate Agreement. In carrying out the obligations in this Delegation Agreement, the parties shall comply if applicable, with the HIPAA Business Associate Agreement. The parties acknowledge that DHS has designated UCare as part of the "welfare system" under the Minnesota Data Practices Act, Minnesota Statutes § 13.46, subd. 1 for Minnesota Health Care Programs.
- 3.13 Appeals. Delegate agrees to submit to UCare within one (1) business day any appeal or reconsideration of a denial or reduction of services received by Delegate from an Member or authorized representative, an Member's immediate family, or an Member's physician.
- 3.14 Intellectual Property Ownership. UCare shall remain, the sole and exclusive owner of all right, title and interest in and to any UCare Materials, including all intellectual property rights therein.

Delegate shall have no right or license to use any UCare Materials except solely during the Term of the Agreement to the extent necessary to provide the services to UCare. All other rights in and to the UCare Materials are expressly reserved by UCare.

3.15 Ownership and Management Disclosure. Delegate, to the extent required by UCare or any state or federal regulator, shall provide disclosure of ownership and management information to ensure compliance with all applicable legal and regulatory requirements, including but not limited to, 42 CFR § 455.104.

3.16 Lobbying Certification. Delegate hereby certifies to the best of its knowledge that federally appropriated funds are not and have not been expended by or on behalf of Delegate to pay for any person for influencing or attempting to influence an officer or employee of any federal agency or any member or employee of the U.S. Congress in connection with the awarding of a federal contract, grant, loan, or cooperative agreement, or the renewal or modification thereof. If funds other than federally appropriated funds have been or will be paid for any activity described by the preceding sentence, Delegate shall complete and submit the standard “Disclosure Form to Report Lobbying” in accordance with its instructions.

3.17 Confidentiality.

- a. Non-Disclosure Agreement. If the Parties have entered into a fully executed confidentiality agreement, such agreement shall be incorporated herein and shall remain in full force and effect. To the extent that any conflicts or inconsistencies arise between the terms of this Agreement and such confidentiality agreement, the terms most protective of a party’s Confidential Information shall control.
- b. Definition of Confidential Information. “Confidential Information” means: (i) all information marked as “Confidential,” “Proprietary,” or with a similar legend by a party, (ii) information and data provided by a party which under the circumstances surrounding the disclosure should be reasonably deemed confidential or proprietary, (iii) any information or data that is treated as confidential by a party, including, without limitation, information concerning past, present, and future business affairs, trade secrets, patents, trademarks (whether registered or applied for) and proprietary information such as ideas, concepts, techniques, drawings, works of authorship, models, inventions, financial information, development plans, processes, equipment, algorithms, software programs, and formulae related to the current and/or proposed products and services as well as information with regard to research and development, business and marketing strategies, policies and procedures, provider network information, legal information, financial information, including forecasts, records, budgets, (iv) information concerning a party’s suppliers, and other third parties’ past, present, and future business affairs, including, without limitation, finances, supplier information, products, services, organizational structure and internal practices, forecasts, sales and other financial results, records and budgets, and business, marketing, development, sales and other strategies, (v) third party confidential information included with, or incorporated in, any information provided by one party to the other, (vi) other information that would reasonably be considered non-public, confidential, or proprietary given the nature of the information and Discloser’s and Recipient’s businesses, and (vii) notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations, and other materials prepared by or for the

other party that contains, are based on, or otherwise reflect or are derived, in whole or in part, from any of the foregoing.

- c. Except for PHI, Confidential Information shall not include information that: (a) is already known to the Receiving Party (defined below) without restriction on use or disclosure prior to receipt of such information from the Disclosing Party (defined below); (b) is or becomes generally known by the public other than by a breach of this Agreement by, or other wrongful act of, the Receiving Party; (c) is developed by the Receiving Party independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Receiving Party from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.
- d. Confidentiality Obligations. The Party receiving Confidential Information (“Receiving Party”) agrees:
 - i. not to disclose or otherwise make available Confidential Information of the party that disclosed such Confidential Information (“Disclosing Party”) to any third party without the prior written consent of the Disclosing Party; provided, however, that the Receiving Party may disclose the Confidential Information of the Disclosing Party to its Affiliates, and their respective officers, employees, consultants and legal advisors who have a “need to know” such information in order to provide services under this Agreement, who are bound in writing by confidentiality and other obligations sufficient to protect the Confidential Information hereunder;
 - ii. to use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations under this Agreement or, in the case of UCare, to make use of the services provided hereunder; and
 - iii. to use at least the same degree of care to protect, safeguard, and prevent the unauthorized use or disclosure of the Confidential Information as Receiving Party uses with respect to its own confidential information of a similar nature, which shall not in any case be less than the care a reasonable business person would use under similar circumstances;
 - iv. to immediately notify the Disclosing Party in the event it becomes aware of any security breach, loss or disclosure of any of the Confidential Information of the Disclosing Party.
- e. Compelled Disclosures. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide:
 - i. to the extent permitted by applicable law, prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and
 - ii. reasonable assistance, at the Disclosing Party’s sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure;

- iii. If, after providing such notice and assistance, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and the Receiving Party shall use reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.
 - f. Ownership. Each party shall retain its right, title and interest, including all intellectual property rights, in and to its Confidential Information. Neither this Agreement nor any disclosure of Confidential Information shall be deemed to grant the Receiving Party any interest, license, assignment, grant, portion, or other intellectual property right whatsoever.
 - g. Prohibited Use of Confidential Information. Except to perform services for UCare hereunder, Delegate may not incorporate any UCare Confidential Information into any Delegate proprietary services, products, and/or confidential intellectual property.
 - h. Survival. Each party's obligations under this Section 3.17 will survive termination or expiration of this Agreement for a period of ten years, except for Confidential Information that constitutes a trade secret under any applicable law, in which case, such obligations shall survive for as long as such Confidential Information remains a trade secret under such law.
 - i. Offshoring. In no event shall (i) any Protected Health Information, as defined in 45 C.F.R § 160.103, be transmitted, stored, used or disclosed outside of the United States for any reason by Receiving Party; or (ii) any services involving the transmission, storage, use or disclosure of Protected Health Information be performed by Receiving Party outside of the United States, without the prior written consent of UCare and the explicit, written approval of UCare's Chief Legal Officer.
- 3.18 Insurance. Delegate shall, at its own expense, maintain proper and adequate insurance coverage protecting itself, its affiliates and UCare in connection with its indemnification obligations and other liabilities under this Agreement at least the following insurance coverages:
- a. Commercial General Liability including broad form contractual liability and personal injury endorsements, providing coverage against liability for bodily injury, death, and property damages in the minimum amount of \$5,000,000 per occurrence and \$10,000,000 minimum aggregate combined single limit;
 - b. Worker's Compensation with limits no less than the minimum amount required by applicable law;
 - c. Errors and Omissions/Professional Liability with limits no less than \$10,000,000; and
 - d. Cyber Liability Insurance with limits no less than \$5,000,000 combined single limit.

Delegate shall promptly provide UCare with copies of the certificates of insurance for all insurance coverage required by this Section, which certificates shall name UCare as an additional insured with respect to coverage described in the Section above. Delegate shall not

do anything to cancel or invalidate any of the insurance without replacing such insurance with replacement cover without interruption. The certificate of insurance shall reflect that cancellation or nonrenewal of any coverage shall not transpire without the carrier first providing UCare with at least thirty (30) days prior written notice. This Section shall not be construed in any manner as waiving, restricting or limiting the liability of Delegate for any obligations imposed under this Agreement (including but not limited to, any provisions requiring Delegate to indemnify, defend and hold the UCare Indemnitees harmless under this Agreement).

- 3.19 Exclusion. Delegate represents and warrants that Delegate and the personnel who have been identified to provide services under this Agreement are not excluded or debarred. Delegate shall perform monthly checks of the OIG List of Excluded Individuals and Entities and the GSA System for Award Management lists, to assure that none of the personnel providing services hereunder are excluded or debarred. In the event Delegate identifies any such individual as debarred, Delegate shall immediately notify UCare of such fact and shall immediately cease using such individual to provide services under this Agreement.
- 3.20 Business Continuity. Delegate shall maintain a commercially reasonable business continuity/disaster recovery plan.
- 3.21 Assignment. Delegate shall not have the right to assign any of its rights or obligations under this Agreement without the prior written consent of UCare, which UCare shall have the right to withhold in its sole discretion. Any attempted assignment in violation of this section shall be void.

ARTICLE 4: SEVERABILITY AND TERMINATION

- 4.1 Term. The term of this Delegation Agreement shall remain effective until the completion of the Delegated Functions under all Schedules or until terminated as described herein.
- 4.2 Without Cause Termination. Either party may terminate this Delegation Agreement without cause by providing the other party with written notice of termination at least 125 days in advance of the termination date.
- 4.3 Termination by UCare. Notwithstanding other methods of termination herein, UCare may terminate this Delegation Agreement, in whole or in part, immediately upon written notice to Delegate:
 - (a) If UCare determines that continuing any part of this Delegation Agreement would put the health, safety, or welfare of Members in immediate jeopardy;
 - (b) If UCare determines that there is a material impairment of Delegate's ability to perform under this Delegation Agreement that cannot reasonably be expected to be remedied within 10 days; or
 - (c) If UCare determines that Delegate does not meet the requirements of UCare's pre-delegation evaluation.

- 4.4 Termination for Breach. Either party may terminate this Delegation Agreement thirty (30) days after sending written notice of breach to the other party if the breach is not cured during the notice period.
- 4.5 Effect of Termination. Upon expiration or termination of this Agreement for any reason, Delegate shall promptly:
- (a) Deliver to UCare all documents, work product, and other materials, whether or not complete, prepared by or on behalf of Delegate in the course of performing the services for which UCare has paid.
 - (b) Return to UCare all UCare-owned property, equipment, or materials in its possession or control.
 - (c) Remove any Delegate-owned property, equipment, or materials located at UCare's locations.
 - (d) Deliver to UCare, all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on UCare's Confidential Information.
 - (e) Provide reasonable cooperation and assistance to UCare for upon UCare's written request, and at UCare's expense, in transitioning the services to an alternate Delegate.
 - (f) On a pro rata basis, repay all fees and expenses paid in advance for any services which have not been provided.
 - (g) Permanently erase all of UCare's Confidential Information from its computer systems.
 - (h) Certify in writing to UCare that it has complied with the requirements of this section and deliver to an attestation of return or destruction of PHI, if applicable.
- 4.6 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

ARTICLE 5: DATA PROTECTION AND SECURITY.

- 5.1 Definition and Ownership of UCare Data. "UCare Data" means any data, or information (including UCare Confidential Information), or other content transmitted to or collected by Delegate in connection with the services under this Agreement or any Schedule including but not limited to protected health information and electronic protected health information within the meaning of 45 CFR § 160.103. UCare Data shall be considered UCare Confidential Information. All right, title, and interest in UCare Data will remain the property of UCare and neither this Agreement nor any disclosure of UCare Data shall be deemed to grant Delegate any interest, license, assignment, grant, portion or other intellectual property right whatsoever. Delegate has no intellectual property rights or other claim to UCare Data that is hosted, stored, or transferred to and from UCare to Delegate. Delegate will cooperate with UCare to protect UCare's intellectual property rights and UCare Data. Delegate will promptly notify UCare if Delegate becomes aware of any potential infringement of those rights in accordance with the provisions of this Agreement.

- 5.2 Definition of Authorized Employees. "Authorized Employees" means Delegate's employees who have a need to know or otherwise access UCare Data to enable Delegate to perform its obligations under this Agreement.
- 5.3 Definition of Authorized Persons. "Authorized Persons" means (i) Authorized Employees; and (ii) Delegate's contractors, agents, own service providers, auditors, or representatives who have a need to know or otherwise access UCare Data to enable Delegate to perform its obligations under this Agreement, and who are bound in writing by confidentiality and other obligations sufficient to protect UCare Data in accordance with the terms and conditions of this Agreement.
- 5.4 Standard of Care. Delegate acknowledges and agrees that, in the course of its engagement with UCare, Delegate may create, receive, or have access to UCare Data. Delegate shall comply with the terms and conditions set forth in this Agreement and the Business Associate Agreement, if applicable, in its creation, collection, receipt, transmission, storage, disposal, use, and disclosure of such UCare Data and be responsible for any unauthorized creation, collection, receipt, transmission, access, storage, disposal, use, or disclosure of UCare Data under its control or in its possession by all Authorized Employees or Authorized Persons. Delegate shall be responsible for, and remain liable to, UCare for the actions and omissions of all Delegate employees who have a need to know or otherwise access UCare Data to enable Delegate to perform its obligations under this Agreement ("Authorized Employees") and all authorized persons concerning the treatment of UCare Data as if they were Delegate's own actions and omissions.
- 5.5 Use of UCare Data. Delegate agrees that it shall keep and maintain all UCare Data in strict confidence, using such a degree of care as is appropriate to avoid unauthorized access and use and disclosure UCare Data solely and exclusively for the purposes for which the UCare Data, or access to it, is provided pursuant to this Agreement. All UCare Data that will be hosted by Delegate under this Agreement will be hosted at data centers maintained and operated by Delegate located in the United States of America (the "Data Centers") and shall not be transferred to any other jurisdiction without prior written consent of UCare. All UCare Data stored or at rest in the Data Centers, or in transport, will be encrypted in transport and will not be transferred to any other hosting entity or location without the prior written consent of UCare. Delegate will provide the following available services and functions as part of the services without additional cost: (i) the use of encryption technology to protect UCare Data from unauthorized access; and (ii) routine back-up and archiving of UCare Data. Delegate shall implement and maintain, during the Term of this Agreement or for as long as Delegate retains a copy of UCare Data (even for archival purposes, reasonable security standards that Delegate determines are necessary, but in no event less than industry standards, to protect (i) the physical security of the Data Centers used to maintain UCare Data; and (ii) Delegate network, all operating systems and software applications, and all data storage systems and media provided by Delegate or its licensors or contractors, or operated or provided by UCare that connect or interface with Delegate, from being subject to any disabling devices.
- 5.6 Prohibited Use of UCare Data. Delegate may not (i) resell, distribute, sublicense, lease, rent, loan or otherwise transfer UCare Data to any third party; (ii) use UCare Data, or permit it to

be directly or indirectly accessed or used for any other purpose other than for Delegate's use to perform the services provided hereunder or for any purpose which could be deemed adverse to or competitive with UCare or its business; (iii) except to fulfill Delegate obligations hereunder, Delegate may not incorporate any UCare Data into any Delegate proprietary services, products and/or intellectual property; (iv) use any removeable media devices on any UCare systems, unless pre-approved in writing by UCare; (v) connect UCare systems to external networks unless preapproved in writing by UCare and Delegate has secured authentication and access control procedures approved by the UCare Business Information Security Manager or their designee; and (vi) store any UCare Electronic PHI or other UCare confidential information on any non-UCare device, system or resource unless: (i) pre-approved in writing by UCare; and (ii) if directed by UCare, compliant with the UCare Security Standards for Delegates. In addition, Delegate must segregate third-party networks from other UCare systems by appropriate network controls.

5.7 Security Audit Requirement. Upon UCare's written request, to confirm compliance with this Agreement, as well as any applicable laws and industry standards, Delegate shall promptly and accurately complete a written information security questionnaire provided by UCare, or a third party on UCare's behalf, regarding Delegate's business practices and information technology environment in relation to all UCare Data being handled and/or services being provided by Delegate to UCare pursuant to this Agreement. Delegate shall fully cooperate with such inquiries. UCare shall treat the information provided by Delegate in the security questionnaire as Delegate's Confidential Information. In addition, at least once per year, Delegate shall conduct site audits of the information technology and information security controls for all facilities used in complying with its obligations under this Agreement, which shall include but not limited to engaging a third-party auditing firm to perform a Service Organization Control ("SOC") Type 2 audit on internal and external Delegate procedures and systems that access or contain UCare Data. Any exceptions noted on the SOC 2 audit report will be promptly addressed with the development and implementation of a corrective action plan by Delegate's management. Upon UCare's request, Delegate will provide UCare with a copy of Delegate's SOC 2 audit report. UCare shall keep and maintain such audit reports in confidence, provided, however, that UCare may permit DHS, CMS, HHS, the Comptroller General, or their designees, to have direct access to inspect or evaluate such report for the purpose of determining UCare's or Delegate's compliance with applicable laws, regulations, contract requirements or instructions pursuant to which UCare or Delegate has a compliance obligation. UCare may review policies and procedures and training records and conduct spot checks regarding compliance with these Standards: (i) prior to engagement with UCare; (ii) on a routine basis once per year; and (iii) at any time, upon reasonable written notice, to document implementation of a corrective action plan or compliance with a material change in a control or in response to publicly identified non-compliance with these Standards, discovery of non-compliance through UCare use of technology, or notification from Delegate that non-compliance exists. UCare may audit UCare systems to document Contractor's compliance with these Standards at any time, in UCare's sole discretion.

5.8 Definition of Security Breach. "Security Breach" means (i) any act or omission that compromises either the security, confidentiality, or integrity of UCare Data or the physical, technical, administrative or organizational safeguards put in place by Delegate or by UCare should Delegate have access to UCare's systems, that relate to the protection of the security,

confidentiality, or integrity of UCare Data; (ii) receipt of a complaint in relation to the privacy and data security practices of Delegate; or (iii) a breach or alleged breach of this Agreement relating to such privacy and data security practices.

- 5.9 Security Breach Procedures. Delegate agrees to monitor and test its data safeguards from time to time and agrees to adjust its data safeguards in light of any relevant circumstances or the results of any relevant testing or monitoring. Notwithstanding the foregoing, if Delegate suspects or becomes aware of a Security Breach Delegate shall (i) provide UCare with the name and contact information for an employee/security operations or other service desk of Delegate who shall serve as UCare's primary security contact and shall be available to assist UCare twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach; (ii) notify UCare of a Security Breach as soon as practicable, but no later than twenty-four (24) hours after Delegate becomes aware of it; and (iii) notify UCare of any Security Breaches by email to Delegate's primary business contact within UCare, with copy to Compliance@ucare.org. Immediately following Delegate's notification to UCare of a Security Breach, the parties shall coordinate with each other to investigate the Security Breach. Delegate agrees to fully cooperate with UCare, including, without limitation: (i) assisting with any investigation; (ii) providing UCare with physical access to the facilities and operations affected; (iii) facilitating interviews with Delegate's employees and others involved in the matter; and (iv) making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law, regulation, industry standards, or as otherwise reasonably required by UCare.
- 5.10 Expenses of Remediation for a Security Breach. Delegate shall at its own expense to immediately contain and remedy any Security Breach and prevent any further Security Breach, including, but not limited to taking any and all action necessary to comply with applicable privacy rights, laws, regulations, and standards. Delegate shall reimburse UCare for all reasonable costs incurred by UCare in responding to, and mitigating damages caused by, any Security Breach, including all costs of notice and/or remediation.
- 5.11 Disclosure of Breach to Third Parties. Delegate agrees that it shall not inform any third party of any Security Breach without first obtaining UCare's prior written consent. Further, Delegate agrees that UCare shall have the sole right to determine: (i) whether notice of the Security Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies, or others as required by law or regulation, or otherwise in UCare's discretion; and (ii) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.

ARTICLE 6: MISCELLANEOUS PROVISIONS

- 6.1 Training. Delegate agrees to provide staff with the training necessary to accomplish Delegated Functions, and participate in UCare-sponsored training sessions.
- 6.2 Periodic Meetings. Delegate agrees to participate in periodic collaboration/oversight meetings to ensure compliance with this Delegation Agreement.

- 6.3 Cooperation with Regulatory Audits. Delegate agrees to cooperate, assist, and provide information (in a manner consistent with State and Federal law) as requested by the U.S. Department of Health and Human Services, CMS, DHS, the Comptroller General, the Minnesota Department of Health, the Minnesota Attorney General, the Minnesota Department of Commerce and/or their designees in any audit or inspection during the Delegation Agreement and for a period of ten years following its termination or ten years after an audit, whichever is later.
- 6.4 Record Review. Delegate agrees to cooperate with UCare's periodic reviews of selected Member medical records and/or Case Management or Care Coordination files, including providing to UCare, upon request, paper or electronic (if approved in advance by UCare) copies of all Member records at no cost to UCare.
- 6.5 Policy Review. Delegate agrees to submit to UCare upon UCare's request Delegate applicable policies and/or procedures related to services performed under this Delegation Agreement.
- 6.6 Program Initiatives. UCare and Delegate agree to include, as part of Delegate's Case Management and Care Coordination efforts, special program initiatives for quality improvement and disease or population management. UCare and Delegate will mutually agree on whether the Delegate may be exempt from these programs due to having equivalent programs that are managed by the Delegate. At a minimum, UCare and Delegate will jointly pursue the quality improvement and disease management initiatives required by DHS and CMS.
- 6.7 Reporting of Fraud, Abuse, and Quality of Care Issues. Delegate shall report to UCare any suspected fraud or abuse, and any suspected quality of care issues as soon as Delegate becomes aware of such issue.
- 6.8 Retention of Records. Delegate shall retain records related to the services provided including, but not limited to, medical records, Utilization Review records, Care Management records, Care Coordination records, and Case Management records provided under this Delegation Agreement, in the manner and for the period of time required by CMS regulations and UCare's DHS contracts and in no event no less than 10 years following the end of the calendar year to which the records relate. Delegate also agrees to safeguard an Member's privacy and confidentiality, consistent with all State and Federal laws (including requirements from UCare necessary for compliance), and to assure the accuracy of an Member's medical, health and enrollment information and records, as applicable.
- 6.9 Indemnification. Each party shall indemnify, defend, and hold harmless the other party and its employees, directors, and agents from any loss or liability for claims, damages, regulatory penalties, costs and expenses, including reasonable attorneys' fees, arising from the negligent acts or omissions or intentional acts, or from the breach of this Delegation Agreement, of the indemnifying party and its employees or agents related to this Delegation Agreement. If Delegate is a county, any liability or indemnification by the county is limited to the state statutory maximum liability amounts.

- 6.10 Compliance with Terms. Failure to insist upon strict compliance with any of the terms herein (by way of waiver or breach) by either party shall not be deemed to be a continuous waiver in the event of any future breach or waiver of any condition hereunder.
- 6.11 Venue. This Delegation Agreement shall be governed by Minnesota laws, and the venue for any dispute shall remain in Minnesota.
- 6.12 Amendment. This Delegation Agreement may only be amended by a written agreement executed by the parties, except it may be amended automatically by UCare upon written notice to Delegate of any changes in law, regulation, and DHS or CMS contract with UCare which directly impact the terms of this Delegation Agreement.
- 6.13 Notices. All notices, communications, payments, and other documents required or permitted hereunder shall be in writing. Such notices shall be given: (i) by delivery in person; (ii) by courier service; (iii) by certified mail, postage prepaid, return receipt requested; (iv) by facsimile; or (v) by electronic mail addressed to the recipient at the address shown in the signature block to this Delegation Agreement, or to such other addresses as may be provided by either party to the other. Notices given shall be effective upon (i) receipt by the party to which notice is given, or (ii) three (3) days following mailing, whichever occurs first.
- 6.14 Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any terms of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation, acts of God, pandemics, floods, fires or explosions, war, invasion, riot or other civil unrest, actions, embargoes or blockages or national or regional emergency, whether similar or dissimilar to the foregoing (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give written notice to the other party, stating the period of time the occurrence is expected to continue and the party claiming a Force Majeure Event, under this Article 6.14, shall make all reasonable efforts to remove or eliminate such a cause for delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under the Agreement or an applicable Schedule. During the Force Majeure Event, the nonaffected party may similarly suspend its performance obligations until such time as the affected party can reasonably resume performance.
- 6.15 Independent Contractors / No Agency. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever or hold itself out to others as having such authority.
- 6.16 DHS-Required Language. In the event the contract between CMS and UCare or the contract between DHS and UCare is terminated or non-renewed, the contract between UCare and Delegate will be terminated with respect to the affected services or if all services are affected, then in its entirety, unless UCare and Delegate agree to the contrary. Such

termination shall be carried out in accordance with the termination requirements stated in 42 C.F.R. §§ 422.506, 422.510 and 422.512, as applicable.

- 6.17 Compliance with Laws. Both parties agree to comply with: (i) all applicable Medicare and Medicaid laws and regulations, and applicable Centers for Medicare & Medicaid Services instructions; (ii) all applicable Minnesota laws, regulations and guidance applicable to Minnesota state health care programs; (iii) the applicable provisions of the contracts between UCare and the Minnesota Department of Human Services (DHS), the Centers for Medicare and Medicaid Services (CMS), and MNsure, which are hereby incorporated by reference; (iv) all state and federal laws applicable to entities which receive federal funds; (v) provisions of Minnesota law applicable to the commercial products offered by UCare, including but not limited to Minnesota Statutes chapter 62V; (vi) all applicable state and federal laws, regulations and Executive Orders regarding prohibited discrimination, including Title VI of the Civil Rights Act, the Age Discrimination Act, and the Americans with Disabilities Act; and (vii) all applicable laws governing the services provided hereunder including but not limited to license qualifications and background checks per CMS and DHS requirements.
- 6.18 Publicity. Neither party shall issue or release any announcement, statement, press release or other publicity or marketing materials relating to this Agreement or any Schedule or use the other party's trademarks, service marks, trade names, logos, symbols or brand names without, in each case, obtaining the prior written consent of the other party.
- 6.19 Entire Agreement. This Agreement, together with all Schedules, Exhibits, and if applicable, the Business Associate Agreement and any other documents incorporated herein by reference, constitutes the sole and entire Agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party. In the event of any conflict between the terms and provisions of this Agreement and those of any Schedule or Exhibit, the provision in the Schedule or Exhibit shall control for that Schedule or Exhibit only. In the event of a conflict between this Agreement or any Schedule, Exhibit and if applicable, the Business Associate Agreement, the Business Associate Agreement shall control with respect to the subject matter contained therein.
- 6.20 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
- 6.21 Waiver of Jury Trial. Each party agrees to waive, to the fullest extent permitted by law, any right to trial by jury or any claim, demand, action, or cause of action arising under this Agreement or in any way connected with or related or incidental to the dealings of the parties in respect of this Agreement or any of the transactions contemplated hereunder, in each case whether now existing or hereafter arising, and whether in contract, tort, equity, or otherwise. Each party agrees that any such claim, demand, action, or cause of action will be decided by court trial without a jury and that the parties to this Agreement may file an original counterpart of a copy of this Agreement with any court as written evidence of the agreement and consent of the parties hereto to the waiver of their right to trial by jury.

- 6.22 Equitable Relief. Each party acknowledges that a breach by a party of Article 3.14 (Intellectual Property Ownership), Article 3.17 (Confidentiality) and Article 5 (Data Protection and Security) may cause the nonbreaching party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the nonbreaching party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from the court, in addition to any other remedy to which the nonbreaching party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.
- 6.23 Prevailing Party. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party shall be entitled to recover its actual attorneys' fees, arbitration, costs and expenses from the non-prevailing party.
- 6.24 Export Controls. The parties acknowledge that the Confidential Information or other information disclosed or provided by and to each of them under this Agreement may be subject to export controls under the laws and regulations of the United States. Each party shall comply with such laws and regulations and agrees not to knowingly export, re-export or transfer any of the other party's Confidential Information or other information, to the extent even permitted herein, without first obtaining all required authorizations or licenses from the appropriate authorities.
- 6.25 Audit. UCare, or a third-party auditor on our behalf, shall have the right to audit Delegate's facilities and books and records (hereinafter, the "UCare Audit Rights") to confirm Delegate's compliance with the terms of this Agreement. UCare may exercise the UCare Audit Rights up to two times in any one calendar year period. If Delegate is not in compliance with any terms of this Agreement and UCare determines or finds evidence of, such noncompliance through the exercise of UCare Audit Rights, Delegate shall pay all of UCare's costs and expenses, including reasonable professional fees and expenses associated with UCare's exercise of the UCare Audit Rights. UCare must provide three (3) calendar days' prior written notice of its intent to exercise the UCare Audit Rights. In connection with the UCare Audit Rights, UCare shall have access to all areas of Delegate's facilities, Delegate's employees and agents, and all of Delegate's books and records, including the right to make copies of Delegate's applicable books and records and remove such copies from Delegate's facility or third-party location. No such audit or inspection will serve, operate or otherwise be construed as a release of Delegate from its obligations under this Agreement. To the extent required by law, until the expiration of ten (10) years after the furnishing of services pursuant to this Agreement, Delegate agrees to retain, and to make available upon receipt of written request from the Secretary of Health and Human Services or the U.S. Comptroller General or any of their duly authorized representatives, this Agreement and the books, documents and records that are necessary to certify the nature and extent of costs of services provided by Delegate hereunder
- 6.26 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same

agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission, shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement

- 6.27 Survival. Article 3.14 (Intellectual Property Ownership), Articles 3.17 (Confidentiality), 5 (Data Protection and Security) and 6.9 (Indemnification) will survive termination or expiration of this Agreement

IN WITNESS WHEREOF, each party has caused this Delegation Agreement to be signed on its behalf by its duly authorized representative.

UCare
P.O. Box 52
500 Stinson Blvd., NE.
Minneapolis, MN 55440-8551

Becker County
712 Minnesota Ave.
Detroit Lakes, MN 56501

By

By

Printed Name

Printed Name

Formal Title

Formal Title

Date

Date

SCHEDULE A

LIST OF DELEGATED FUNCTIONS

Delegate shall assume responsibility for the following Delegated Functions described in the following Schedule(s) which UCare has marked with an “X”, and agrees to follow the terms of such Schedules and the Delegation Agreement in performing such functions. Delegated Functions described in the following Schedule(s) marked as “n/a”, shall not be the responsibility of the Delegate.

Delegated Function Schedule(s) (Check all that apply)
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Schedule B – Utilization Management Services and Reporting Obligations	_____
Schedule C – Credentialing Services and Reporting Obligations	_____
Schedule D – Member Connections Services and Reporting Obligations	_____
Schedule E – Network Management Services and Reporting Obligations	_____
Schedule F – Population Health Services and Reporting Obligations	_____
Schedule G – Care Coordination for MSHO, MSC+, SNBC Connect, and SNBC Connect + Medicare	<u> X </u>
Schedule H – Case Management for {PRODUCT}	_____
Schedule I – Delegate Reimbursement Schedule	<u> X </u>
Schedule J – Printing and Mail Services and Reporting Obligations	_____
Schedule K – MSHO/MS C+ Care Coordination Quality Program	<u> X </u>

Product Addendums Applicable to Delegated Function Schedules

Schedule L – Medicare, Medicaid, and ACA IFP MNSure Exchange Addendum	<u> X </u>
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SCHEDULE G

**CARE COORDINATION FOR CARE COORDINATION FOR MINNESOTA SENIOR
HEALTH OPTIONS (MSHO), MINNESOTA SENIOR CARE PLUS (MSC+), AND
SPECIAL NEEDS BASICCARE (CONNECT AND/OR CONNECT + MEDICARE)**

[ATTACHED SEPARATELY]

SCHEDULE I
DELEGATE REIMBURSEMENT SCHEDULE
[ATTACHED SEPARATELY]

SCHEDULE K

**MSHO/MSCH+ CARE COORDINATION
QUALITY PROGRAM**

[ATTACHED SEPARATELY]

SCHEDULE L

MEDICARE, MEDICAID AND ACA IFP MNSURE EXCHANGE ADDENDUMS

[ATTACHED SEPARATELY]

SCHEDULE K

MSHO/MSC+ CARE COORDINATION QUALITY PROGRAM

Program Description: The MSHO/MSC+ Care Coordination Quality Program (“Program”) effective as of January 1, 2024 (“Schedule Effective Date”) is a value-based program that will reward Delegate for achievement within defined measures (see below) that demonstrate performance towards improving the experience of care, improving the health of populations, and reducing the per capita costs of health care. The Program is governed by the Delegation Agreement between UCare Minnesota (“UCare”) and Becker County (“Delegate”). The terms of this Schedule shall govern as it relates to the subject matter set forth herein only. In the event of a conflict between the main body of the Agreement and the terms of this Schedule, the terms of this Schedule shall govern.

The use and disclosure of Protected Health Information (as defined by the Health Insurance Portability and Accountability Act) in connection with the services provided under this Schedule will be governed by the Business Associate Agreement (“BAA”). In the event of a conflict between this Schedule or the Delegation Agreement and the BAA with respect to the subject matter of the BAA, the BAA shall control.

Capitalized terms used but not defined herein shall have the meanings set forth in the Delegation Agreement, BAA, or the Documentation (defined below).

Term: The initial term of this Schedule shall run from the Schedule Effective Date through December 31, 2024 (“Initial Term”). Initial Term shall also be referred to as a (“Performance Period”). Either party has the right to terminate this Schedule without cause and for any reason upon sixty (60) days written notice. In the event the Delegation Agreement between UCare and Delegate terminates, this Schedule terminates.

Eligible Members: UCare members enrolled in Minnesota Senior Health Options (MSHO) or Minnesota Senior Care Plus (MSC+) will be eligible for the Program (“Eligible Members”).

Eligible Member Attribution Method: Eligible Members will be attributed annually to an initial roster. Once the initial roster has been established for the year, no additional members will be added to the Delegate’s roster during the Performance Period. Eligible Members who are disenrolled or who have died during the year will have their enrollment and services counted for the time they are enrolled. In order to be determined Eligible Members and count in measure results, members must meet the applicable enrollment requirements for the measure.

Value Based Measures and Performance Outcomes (see Value Based Measure Definitions below):

Value Based Measures

1. Breast Cancer Screening (BCS - E)
2. Plan All Cause Readmission (PCR)
3. Kidney Health Evaluation for Patients with Diabetes (KED)
4. Follow-up after ED Visit for People with multiple, high risk chronic conditions (FMC)

5. Transitions of Care, Patient Engagement (TRC)
6. Colorectal Cancer Screening (COL)
7. Diabetes Eye Exam (EED)
8. Dental Oral Health Evaluation
9. Assessment Reporting (Part C)

Performance Outcomes:

Measure(s) may be changed prior to the start of each Performance Period, upon notification from UCare. For MSHO, the Measure (excluding the Dental Measure) shall be considered “passed” if Delegate meets the 4 Star level, using the most recent cut points published by CMS at the time of settlement. If no Star rating is available, the Measure shall be considered "passed" if Delegate meets the NCQA 75th percentile benchmark, using the most recent benchmarks published by NCQA at the time of settlement.

For MSC+, the Measure (excluding the dental measure) shall be considered “passed” if Delegate’s overall Eligible Member performance rate for a Measure meets the NCQA 75th Percentile benchmark. If no NCQA benchmark is available, the measure shall be considered "passed" if Delegate meets the 4 Star level, using the most recent cut points published by CMS at the time of settlement.

For Dental – Oral Health Evaluation (MSHO and MSC+), the Measure shall be considered “passed” if Delegate’s overall Eligible Member performance rate for the Measure meets 55% **or** Delegate reduces the difference between the baseline and the 55% goal by at least 50%.

Payment Arrangements: Delegate will be paid 1% of total MSHO/MS C+ Performance Period Care Coordination capitation dollars for each measure “passed”, as defined above. (See Schedule I, Delegate Reimbursement Schedule for more information regarding rates applicable to Care Coordination services.)

- Each Measure will be scored individually.
- Each Product (MSHO/MS C+) will be scored individually.
- The Measure must be considered “passed” for both MSHO and MS C+, in order to qualify for payment.
- All results (except Assessment Reporting) will be measured using UCare claims data.
- Assessment reporting will be measured using MMIS/MnCHOICES reported data.

Eligible Member Reports: An Eligible Member report of attributed members will be sent to Delegate each February of the Performance Period (“Eligibility Member Report”).

Performance Reports: UCare shall provide Measure performance reports and gaps in care reports monthly (“Performance Reports”). Assessment Reporting (Part C) (defined below) will not be included in the monthly performance reports, as delegates are monitoring and reporting this information on their own monthly activity logs.

Settlement and Final Measure Performance: Final Measure performance will be calculated in July following the Performance Period, with payout no later than October 31st following the Performance Period (“Final Measure Performance”).

Value Based Measure Definitions:

Breast Cancer Screening (BCS-E)

This measure adheres to the current specifications for HEDIS. It measures the percentage of women 50-74 years of age as of the end of the measurement year who had a mammogram to screen for breast cancer in the past 2 years. A mammogram should occur any time on or between October 1 no more than 2 years prior to the measurement year and December 31 of the measurement year. Members aged 66 and older with frailty and advanced illness are excluded, as are members living long term in an institution during the measurement year, members receiving palliative care, and members who have had bilateral mastectomy are excluded.

Plan All-Cause Re-Admissions (PCR)

This measure adheres to the current specifications for HEDIS and Medicare Health Plan Star Ratings. For members aged 18 and older, it measures the percentage of acute inpatient and observation stays that were followed by an unplanned acute readmission for any diagnosis within 30 days. This observed readmission rate is compared to the predicted probability of readmission for each episode, based on a risk adjustment algorithm. The resulting observed/expected ratio is then normalized against the national observed readmission rate. Initial acute hospitalizations for pregnancy or perinatal conditions are excluded from the calculation. Readmissions for pregnancy, perinatal conditions, chemotherapy, rehabilitation, organ transplant, or selected procedures are considered to be “planned” and do not count as readmissions.

Kidney Health Evaluation for Patients With Diabetes (KED)

This measure adheres to the current specifications for HEDIS. For members 18-85 with diabetes (type 1 or type 2), this measures who received a kidney health evaluation, defined by an estimated glomerular filtration rate (eGFR) and a urine albumin-creatinine ratio (uACR), during the measurement year. Members with an ESRD, gestational diabetes, or having received dialysis during the measurement year are excluded. Members aged 66 and older with frailty and advanced illness are excluded, as are members living long term in an institution or hospice during the measurement year, and members receiving palliative care.

Follow-Up after Emergency Department Visit for People with Multiple High-Risk Chronic Conditions (FMC)

This measure adheres to the current specifications for HEDIS. For members 18 and older with two or more high-risk chronic conditions (asthma/COPD, Alzheimer’s disease/dementia, chronic kidney disease, depression, heart failure, acute MI, atrial fibrillation, stroke/transient ischemic attack), it measures the percentage of ED visits that were followed within 7 days by a follow-up service (outpatient visit, telephone visit, TCM service, case management visit, complex care management service, behavioral health visit, intensive outpatient encounter, or partial hospitalization). ED visits that result in inpatient admission are excluded from the measure. Qualifying members with multiple ED visits may be counted multiple times in the measure.

Transitions of Care (TRC) Patient engagement

The percentage of discharges for members 18 years of age and older who had documentation of patient engagement (e.g., office visits, visits to the home, telehealth) provided within 30 days after discharge. The engagement (visit) cannot occur on the date of discharge.

Colorectal Cancer Screening (COL)

This measure adheres to the current HEDIS specifications. For members 45-65, it measures the percentage of members who had appropriate screening for colorectal cancer. Evidence may include: FOBT during the measurement year; FIT-DNA during the measurement year or two prior years; flexible sigmoidoscopy or CT colonography during the measurement year or four prior years; or colonoscopy during the measurement year or nine prior years. Members aged 66 and older with frailty and advanced illness are excluded, as are members living long term in an institution during the measurement year and members with a history of colorectal cancer or total colectomy.

Eye Exam for Patients with Diabetes (EED)

This measure adheres to the current specifications for HEDIS. It measures the percentage of members ages 18-75 who have type 1 or type 2 diabetes diagnosis, identified by claims or pharmacy data, who have had a retinal eye exam. Members receiving palliative care, enrolled in institutional living facility, prescribed a dementia medication, or have frailty and advanced illness are excluded. Members included in this measure must have been assigned to the Delegate for at least 11 months of the measurement year and in the final month.

Dental - Oral Health Evaluation

This measure is adapted from the HEDIS measure ***Annual Dental Visit*** measure specification. The age band is expanded to reflect the program population. For all members continuously enrolled during the measurement year, it measures the percent who had at least one preventive dental visit during the measurement year.

Assessment Reporting (Part C)

Percent of eligible enrollees who received a health risk assessment (HRA) during the measurement year. Based on Data Validation from CMS for timely HRA completion.



BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (this "Agreement") is made effective as of January 1st, 2024 ("Effective Date"), by and between UCare Minnesota, including any affiliates, with a principal place of business at 500 Stinson Blvd NE, Minneapolis, MN 55413 ("UCare" or "Covered Entity") and Becker County ("Business Associate") with a principal place of business at 712 Minnesota Ave Detroit Lakes, MN 56501 (each, a "Party" and, collectively, the "Parties").

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties agree as follows:

I. DEFINITIONS

- A. **In General.** Terms used, but not otherwise defined, in this Agreement shall have the same meaning established for the purposes of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), ARRA (as defined below), the Privacy Rule (as defined below), the Security Rule (as defined below), and the Unsecured PHI Breach Rule (as defined below), as each is amended from time to time.
- B. **Specific Definitions.**
1. **"Applicable Law"** shall mean any of the following items, including any amendments to any such item as such may become effective:
 - a. HIPAA;
 - b. 42 CFR Part 2;
 - c. the federal regulations regarding privacy and promulgated with respect to HIPAA, found at 45 CFR parts 160 and 164 (the **"Privacy Rule"**);
 - d. the federal regulations regarding electronic data interchange and promulgated with respect to HIPAA, found at 45 CFR parts 160 and 162 (the **"Transaction Rule"**);
 - e. the federal regulations regarding security and promulgated with respect to HIPAA, found at 45 CFR parts 160 and 164 (the **"Security Rule"**);
 - f. the federal regulations regarding notification in the case of breach of Unsecured PHI, found at 45 CFR parts 160 and 164 (the **"Breach Notification Rules"**); and
 - g. Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions (**"HITECH"**) of the American Recovery and Reinvestment Act of 2009 (**"ARRA"**).
 2. **"De-Identified Information"** means the de-identification of protected health information within the meaning of 45 CFR § 164.514, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity.
 3. **"ePHI"** means electronic protected health information within the meaning of 45 CFR § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity.
 4. **"PHI"** shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information collected, created, received,

maintained, or transmitted by Business Associate or under Business Associate's control, from or on behalf of Covered Entity, in any form or medium.

5. **"Underlying Agreement"** shall mean any agreement between Covered Entity and Business Associate, under which Business Associate, on behalf of Covered Entity, provides a service or product, or performs or assists in the performance of a function or activity, which involves the disclosure, creation, receipt, maintenance, or transmission of PHI by Business Associate from or on behalf of Covered Entity.
6. **"Unsecured PHI"** shall have the same meaning as the term "unsecured protected health information" in 45 CFR § 164.402, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity.

II. RIGHTS AND OBLIGATIONS OF BUSINESS ASSOCIATE

A. General Obligations.

1. Business Associate shall not use or disclose PHI or De-Identified Information for any purpose except as permitted by this Agreement or as required by law.
2. Business Associate shall use appropriate safeguards and comply with the Security Rule with respect to ePHI to prevent use or disclosure of PHI other than as provided for in this Agreement. Business Associate shall encrypt (as that term is defined in 45 CFR § 164.304) its portable electronic devices that contain ePHI in a manner that is consistent with the "Guidance Specifying the Technologies and Methodologies That Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals" issued by the Department of Health and Human Services as published in the Federal Register (74 FR 19006), including any updates to this guidance.
 - a. Business Associate shall use valid encryption processes for data at rest that are consistent with NIST Special Publication 800-111, Guide to Storage Encryption Technologies for End User Devices; and
 - b. valid encryption processes for data in motion which comply, as appropriate, with NIST Special Publications 800-52, Guidelines for the Selection and Use of Transport Layer Security (TLS) Implementations; 800-77, Guide to IPsec VPNs; or 800-113, Guide to SSL VPNs, or others which are Federal Information Processing Standards (FIPS) 140-2 validated.
3. To the extent Business Associate is to carry out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations.
4. Business Associate shall not receive remuneration, either directly or indirectly, in exchange for PHI, except as may be permitted by 45 CFR § 164.502(a)(5)(ii).

5. Business Associate shall not make or cause to be made any written fundraising communication that is prohibited by 45 CFR § 164.514(f).
6. Business Associate shall use and disclose PHI for marketing purposes only as expressly directed by Covered Entity, and, if so directed, in accordance with 45 CFR § 164.508(a)(3) and related regulations and guidance issued by the Secretary.
7. Business Associate is specifically prohibited from engaging in the following activities including, but not limited to, selling, transferring or otherwise disclosing any of Covered Entity's eligibility lists, member enrollment data, financial or claims data or any other plan data to any entity for any purpose, without the prior written consent of Covered Entity or as otherwise permitted under this Agreement.
8. In no event shall any PHI be transmitted, stored, used or disclosed outside of the United States for any reason by Business Associate without the prior written consent of Covered Entity.
9. Business Associate agrees and understands that it must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement or the Privacy Rule.
10. Covered Entity shall retain its right, title, and interest in all PHI under this Agreement and remain the sole and exclusive owner of the PHI. Nothing in this Agreement shall be construed to convey to Business Associate, either expressly or by implication, any right, title, or interest in the PHI and Business Associate agrees that it acquires no title or rights to the PHI, as well as any De-Identified Information, as a result of this Agreement.
11. Business Associate shall submit to the following audit requirements, if determined to be applicable by Covered Entity:
 - a. At least once per year, Business Associate shall conduct site audits of its information technology and information security controls for all facilities used in complying with its obligations under the Underlying Agreement(s) and this Agreement, which shall include but not be limited to engaging a third-party auditing firm to perform a Systems and Organization Controls ("SOC") Type 2 audit on internal and external Business Associate procedures and systems that access or contain Covered Entity's information. Any exceptions noted on the SOC 2 audit report will be promptly addressed with the development and implementation of a corrective action plan by Business Associate.
 - b. Upon Covered Entity's request, Business Associate will provide Covered Entity with a copy of Business Associate's SOC 2 audit report and any related documentation. Covered Entity shall keep and maintain such audit reports in confidence, provided, however, that Covered Entity may permit DHS, CMS, HHS, the Comptroller General, or their designees, to have direct access to inspect or evaluate such report for the purpose of determining Covered Entity's or Business Associate's compliance with applicable laws, regulations, contract

- requirements, or instructions pursuant to which Covered Entity or Business Associate has a compliance obligation.
- c. Upon Covered Entity's request, Business Associate shall make its internal practices, books, and records relating to the use and disclosure of any PHI available to Covered Entity for purposes of determining Business Associate's compliance with HIPAA. Business Associate agrees that Covered Entity has the right to audit, investigate, monitor, access, review and report on Business Associate's use of any Covered Entity PHI or compliance with this BAA, upon advance notice from Covered Entity.
 - d. Business Associate agrees to allow Covered Entity to inspect the facilities of Business Associate to assess compliance with the terms of this Agreement and/or Applicable Law.
 - e. Business Associate acknowledges that Covered Entity may audit its systems to document Business Associate's compliance with the terms of this Agreement and/or underlying law at any time at Covered Entity's sole discretion.
 - f. Business Associate shall maintain annual security audit reports and provide documentation demonstrating satisfactory completion of the security audit to Covered Entity upon request.
 - g. Covered Entity shall provide Business Associate with written notice concerning compliance deficiencies identified by Covered Entity with respect to any audit of Business Associate. Compliance deficiencies identified by Covered Entity may constitute a breach of this Agreement by Business Associate and Covered Entity may exercise its right to terminate this Agreement for cause if the breach is not cured in accordance with Section IV(B).
12. Business Associate shall restrict the use of Covered Entity's information, assets, and resources to that required solely for Covered Entity business, as described in the Underlying Agreement(s).
13. Business Associate is prohibited from the use of any removable media devices on any Covered Entity system(s), unless pre-approved in writing by Covered Entity.
14. Business Associate is prohibited from connecting any Covered Entity systems with external networks unless such connection is secured using authentication and access control procedures and has been preapproved in writing by Covered Entity's Security Officer or their designee.
15. Business Associate is prohibited from storing any Covered Entity ePHI or other confidential information on any non-Covered Entity device, system or resource unless such storage is: (i) pre-approved in writing by Covered Entity's Security Officer; or (ii) Business Associate is directed to do so in writing by Covered Entity's Security Officer.
16. Business Associate agrees to segregate third-party networks from other Covered

Entity systems by utilizing appropriate network controls.

17. Business Associate agrees that the security provisions in this BAA may need to be revised in the future due to evolving risks or other changes in circumstances. If deemed necessary by Covered Entity, a change in security controls and a timeframe for implementation shall be agreed upon by both Covered Entity and Business Associate.

B. Reporting of Violations.

1. Business Associate shall report to Covered Entity (including a duplicate copy via email to privacy@ucare.org within five (5) business days of Business Associate's discovery of:
 - a. Any use or disclosure of PHI not provided for by this Agreement;
 - b. Any security incident; or
 - c. Any acquisition, access, use or disclosure of Unsecured PHI in a manner not permitted by the Privacy Rule.
2. The events described in Section II(B)(1) above shall be treated as discovered by Business Associate as of the first day on which such event is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of any event described in Section II(B)(1) above if such event is known, or, by exercising reasonable diligence would have been known, to any person, other than the person causing the event, who is an employee, officer, or other agent of Business Associate.
3. The Parties acknowledge and agree that Unsuccessful Security Incidents (as defined below) do not need to be reported under Section II(B)(1) above. "Unsuccessful Security Incidents" shall include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI.
4. In the case of events taking place within or happening to Business Associate, Business Associate shall immediately mitigate, to the extent practicable, any harmful effect that is known to Business Associate of any item reportable to Covered Entity under Section II(B)(1) above.
5. The reports made to Covered Entity above shall include all relevant facts concerning the event to the extent known to Business Associate and shall include the identity of each individual, to the extent known to Business Associate, whose Unsecured PHI has been, or is reasonably believed by the Business Associate to have been, acquired, accessed, used or disclosed. As soon as possible thereafter, and to the extent known to Business Associate, Business Associate shall also provide Covered Entity with a description of:

- a. What happened, including the date of the acquisition, access, use or disclosure and the date of it becoming known to Business Associate;
 - b. The types of Unsecured PHI involved in the acquisition, access, use or disclosure;
 - c. Any steps an individual should take to protect themselves from the acquisition, access, use or disclosure; and
 - d. What Business Associate is doing to investigate the acquisition, access, use or disclosure, to mitigate harm to individuals and to protect against any further unpermitted acquisition, access, use or disclosure of Unsecured PHI.
5. Business Associate shall cooperate with Covered Entity's investigation and/or risk assessment with respect to any report made by Business Associate above and will abide by Covered Entity's decision with respect to whether such acquisition, access, use or disclosure constitutes a breach of Unsecured PHI for purposes of the Unsecured PHI Breach Rule.

Business Associate agrees to follow the instructions of Covered Entity with respect to any event reported to Covered Entity above that Covered Entity determines to be a breach of Unsecured PHI by Business Associate or its agent. Business Associate acknowledges that this may include, but not be limited to, the following actions:

- a. Providing written notice of the Unsecured PHI breach, on behalf of Covered Entity, without unreasonable delay but no later than sixty (60) calendar days following the date the breach is discovered or such later date to the extent required under 45 CFR § 164.404, to each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, used, or disclosed as a result of the breach. The content, form, and delivery of such written notice shall comply in all respects with 45 CFR § 164.404(c)-(d). Business Associate and Covered Entity shall cooperate in all respects regarding the drafting and the content of the notice. To that end, before sending any notice to any individual, the Business Associate shall first provide a draft of the notice to Covered Entity. Covered Entity shall have five (5) business days (plus any reasonable extensions) to provide comments on the Business Associate's draft of the notice, which Business Associate will incorporate into such notice.
 - b. Providing written notice of the breach of Unsecured PHI, on behalf of Covered Entity, to the media to the extent required under 45 CFR § 164.406. Business Associate and Covered Entity shall cooperate in all respects regarding the drafting and the content of the notice. To that end, before sending any notice to the media, Business Associate shall first provide a draft of the notice to Covered Entity. Covered Entity shall have five (5) business days (plus any reasonable extensions) to provide comments on the Business Associate's draft of the notice, which Business Associate will incorporate into such notice.
 - c. Providing written notice of the breach of Unsecured PHI, on behalf of

Covered Entity, to the Secretary to the extent required under 45 CFR § 164.408. Business Associate and Covered Entity shall cooperate in all respects regarding the drafting and the content of the notice. To that end, before sending any notice to the Secretary, Business Associate shall first provide a draft of the notice to Covered Entity. Covered Entity shall have five business days (plus any reasonable extensions) to provide comments on Business Associate's draft of the notice, which Business Associate shall incorporate into such notice.

- d. If the breach of Unsecured PHI involves fewer than five hundred (500) individuals, Business Associate will maintain a log or other documentation of the breach of Unsecured PHI which contains such information as would be required to be included if the log were maintained by the Covered Entity pursuant to 45 CFR § 164.408, and provide such log to the Covered Entity within five (5) business days of the Covered Entity's written request.
- C. **Subcontractors.** In accordance with 45 CFR § 164.502(e)(l)(ii) and 45 CFR § 164.308(b)(2), Business Associate shall ensure that any subcontractor that creates, receives, maintains or transmits PHI or ePHI on behalf of Business Associate agrees to the same restrictions and conditions that apply to Business Associate with respect to PHI and ePHI by entering into a written contract or other arrangement that complies with 45 CFR § 164.504(e)(l)(i) and 45 CFR § 164.314(a).
- D. **Access to Books and Records by Secretary.** Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from or created or received by the Business Associate on behalf of the Covered Entity available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with Applicable Law. Subject to then Applicable Law, Business Associate shall immediately notify Covered Entity upon receipt by Business Associate of any request for access by the Secretary and shall provide Covered Entity with a copy thereof, as well as a copy of all materials disclosed pursuant thereto.
- E. **Obligations Relating to Individual Rights.**
 - 1. **Restrictions on Disclosures.** Upon request, Business Associate agrees to restrict its disclosure of an individual's PHI pursuant to Covered Entity's granting of a restriction on disclosure of PHI pursuant to 45 CFR § 164.522. Covered Entity will not agree to any such restriction, if such restriction would affect Business Associate's use or disclosure of PHI, without the prior consent of Business Associate, *provided, however*, that Business Associate's consent is not required for requests that must be granted under ARRA § 13405(a). If Business Associate receives an individual's request for restrictions, Business Associate shall forward such request to Covered Entity (including a duplicate copy via email to privacy@ucare.org) within five (5) business days.
 - 2. **Access to PHI.** Upon request, Business Associate agrees to furnish Covered Entity with copies of any PHI maintained by Business Associate in a Designated Record Set in the time and manner designated by Covered Entity to respond to an individual's request for access to PHI pursuant to 45 CFR § 164.524. If Business Associate receives an individual's request to access their PHI, Business



Associate shall forward such request to Covered Entity (including a duplicate copy via email to privacy@ucare.org) within five (5) business days.

3. **Amendment of PHI.** Upon request and instruction from Covered Entity, Business Associate agrees to amend PHI or a record about an individual in a Designated Record Set that is maintained by, or otherwise within the possession of, Business Associate as directed by Covered Entity in accordance with 45 CFR § 164.526. Any request to amend such information will be completed by Business Associate within fifteen (15) days of Covered Entity's request. If Business Associate receives an individual's request to amend their PHI, Business Associate shall forward such request to Covered Entity (including a duplicate copy via email to privacy@ucare.org) within five (5) business days.
4. **Accounting of Disclosures.** Business Associate will document any disclosures of PHI made by it to account for such disclosures as required by 45 CFR § 164.528. Upon request, Business Associate will make available, within ten (10) business days after request from Covered Entity, information related to such disclosures as would be required for Covered Entity to respond to a request for an accounting of disclosures pursuant to 45 CFR § 164.528. At a minimum, Business Associate will furnish Covered Entity the following with respect to any covered disclosures by Business Associate: (i) the date of disclosure of PHI; (ii) the name of the entity or person who received PHI, and, if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure, including the basis for such disclosure. If Business Associate receives an individual's request for an accounting, Business Associate shall forward such request to Covered Entity (including a duplicate copy via email to privacy@ucare.org) within five (5) business days.

F. Permitted Uses and Disclosures by Business Associate.

Except as otherwise limited in this Agreement or by Applicable Law, Business Associate may:

1. Use or disclose PHI to perform functions, activities, or services for or on behalf of Covered Entity, as specified in any Underlying Agreement and in this Agreement, provided that such use or disclosure (i) is consistent with Covered Entity's notice of privacy practices, and (ii) would not violate the Privacy Rule if done by Covered Entity;
2. Use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate; and
3. Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that (i) Business Associate obtains reasonable written assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; or (ii) the disclosures are required by law.

G. Insurance.

1. Business Associate shall at all times during this Agreement, maintain privacy and security liability/cyber risk liability insurance with minimum limits of \$ 500,000 per claim, maximum of \$1,500,000 per occurrence that covers cyber, privacy, and security risks, including, but not limited to, damages arising from (a) a breach by Business Associate or its agent of the security of, or unauthorized access or use of, data, a network, a computer, a peripheral device, or a hosted service (including any cloud or other resource operated by a third Party service provider); (b) a breach of privacy by Business Associate or its agent no matter how it occurs; (c) a failure by Business Associate or its agent to protect PHI from misappropriation, release or disclosure; (d) a denial or loss of service to or caused by Business Associate or its agent; or (e) introduction, implantation, receipt, or spread of malicious software code by Business Associate or its agent. The insurance shall cover all costs, expenses, and damages arising out of or related to the foregoing risks, including, but not limited to, legal costs or expenses, regulatory fines and penalties, costs or expenses for computer forensic analysis or investigation, notification of impacted individuals, public relations, call center services, fraud consulting services, credit monitoring or protection services, or identity restoration services.
2. All insurance policies required shall be issued by companies authorized to transact business in the State of Minnesota and with a minimum A.M. Best Rating of A. In the event that any insurance required by this Agreement is written on a claims made basis, Business Associate warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended reporting period will be exercised for a period of three (3) years beginning at the time services under this Agreement are terminated. Business Associate shall be responsible for verifying that all subcontractors to whom it discloses PHI in connection with this Agreement comply with the insurance requirements stated herein. Business Associate shall furnish a certificate of insurance coverage prior to the execution of this Agreement, and annually thereafter, naming Covered Entity as an additional insured. Business Associate will provide thirty (30) days prior written notice to Covered Entity of any material change or cancellation of the insurance coverage required in this Agreement.
3. Business Associate and Covered Entity agree to cooperate with each other in the defense of any claim brought in connection with this Agreement. Business Associate also agrees to promptly notify Covered Entity in writing of any claim, as well as any incident that may reasonably be expected to result in a claim, or the commencement of any suit, action or proceeding by any person arising out of or relating to this Agreement or Business Associate's performance under this Agreement.

III. RIGHTS AND OBLIGATIONS OF COVERED ENTITY

A. Privacy Practices and Restrictions.

1. Upon written request, Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR § 164.520.

2. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

B. Permissible Requests by Covered Entity.

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

IV. TERM AND TERMINATION

- A. **Term.** The term of this Agreement shall begin on the Effective Date, and shall end: (i) upon termination or expiration of the last remaining Underlying Agreement; (ii) if there is no Underlying Agreement in effect, when Covered Entity ceases disclosing PHI to Business Associate or allowing Business Associate access to or use of PHI; or (iii) upon termination for cause as set forth below, whichever is earlier.
- B. **Termination for Cause.** Upon either Party's knowledge of a breach of this Agreement by the other Party, the nonbreaching Party shall have the following rights:
 1. If the breach is curable, the nonbreaching Party may provide an opportunity for the other Party to cure the breach. If the breaching Party fails to cure the breach, the nonbreaching Party may terminate this Agreement and any Underlying Agreement upon written notice with immediate effect to the breaching Party.
 2. If the breach is not curable, the nonbreaching Party may immediately terminate this Agreement and any Underlying Agreement upon written notice to the breaching Party.
- C. **Effect of Termination.**
 1. Upon termination of this Agreement, Business Associate shall return or destroy, as preferred by Covered Entity, all PHI within its possession or control and all PHI that is in the possession or control of Business Associate's subcontractors or agents. Further, Business Associate shall complete and return Covered Entity's Attestation of Return and/or Destruction of Confidential and Protected Health Information within thirty (30) days after termination, or as mutually agreed upon by both parties. Business Associate shall retain no copies of the PHI. Business Associate agrees to cooperate as reasonably required and at no additional expense to Covered Entity in the transfer of Business Associate's operations back to Covered Entity or to a new contractor as the case may be.
 2. If Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. Business Associate shall extend

the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

3. Except as otherwise expressly provided in this Agreement, all covenants, agreements, representations and warranties, express and implied, in this Agreement shall survive the expiration or termination of this Agreement and shall remain in effect and binding upon the Parties until they have fulfilled all of their obligations hereunder and the statute of limitations shall not commence to run until the time such obligations have been fulfilled. Any terms of this Agreement that must survive the expiration or termination of this Agreement in order to have their intended effect, shall survive the expiration or termination of this Agreement whether or not expressly stated.

V. INDEMNIFICATION

Business Associate shall indemnify, defend, and hold harmless the Covered Entity and Covered Entity's affiliates ("Indemnified Parties"), from and against any and all losses, expenses, damages, or injuries (including, without limitation, all costs and reasonable attorneys' fees), that the Indemnified Party may sustain as a result of, or arising out of (i) a breach of this BAA by Business Associate or its agents or subcontractors, including but not limited to any unauthorized use, disclosure, or breach of PHI; (ii) Business Associate's failure to notify any and all parties required to receive notification of any Breach of Unsecured PHI pursuant to Section II (B); or (iii) any negligence or wrongful acts or omissions by Business Associate or its agents or subcontractors, including without limitation, failure to perform Business Associate's obligations under this BAA, the Privacy Rule, or the Security Rule.

VI. RIGHT TO INJUNCTIVE RELIEF

Covered Entity and Business Associate agree that any violation of the provisions of this Agreement may cause irreparable harm to Covered Entity. Accordingly, in addition to any other remedies available to Covered Entity at law, in equity, or under this Agreement, in the event of any violation by Business Associate of any of the provisions of this Agreement, or any explicit threat thereof, Covered Entity shall be entitled to seek an injunction or other decree of specific performance with respect to such violation or explicit threat thereof, without any bond or other security being required and without the necessity of demonstrating actual damages.

VII. MISCELLANEOUS

- A. **Minimum Necessary.** When using or disclosing PHI or when requesting PHI from the other Party, each Party shall make reasonable efforts to limit PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request.
- B. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the internal laws of the state of Minnesota without giving effect to the choice of laws principles thereof and shall be deemed to have been executed, entered into and performed within the state of Minnesota. Any action brought pursuant hereto shall be brought in the state or federal courts of the state of Minnesota. The Parties agree that they will not oppose this jurisdiction.

- C. **Laws.** Business Associate will comply with all applicable federal and state security and privacy laws that are more protective of individual privacy and security than HIPAA.
- D. **Amendment.** To the extent that Applicable Law is amended in the future and to the extent that such amendments contain requirements and/or provisions not already contained in this Agreement that are required to be incorporated into this Agreement, the Parties agree that either (i) this Agreement shall be deemed to be automatically amended to the extent necessary to incorporate such additional requirements and/or provisions, or (ii) if determined necessary by Covered Entity, they will enter into an amendment to this Agreement in order to incorporate any such additional requirements and/or provisions. All amendments to this Agreement, except those occurring by operation of law, shall be in writing and signed by both Parties.
- E. **Authority to Execute Agreement.** The individuals executing this Agreement on behalf of each Party warrant and represent that they are authorized to execute this Agreement on behalf their respective Party and have the power to bind their respective Party to the terms set forth in this Agreement.
- F. **Survival.** The respective rights and obligations of the Parties under Sections II(D), IV(C), V and VI of this Agreement shall survive the termination of this Agreement.
- G. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with Applicable Law.
- H. **Primacy.** This Agreement contains the entire agreement between the Parties with respect to the matters covered by this Agreement and supersedes all prior negotiations, agreements and contracts between the Parties, whether oral or in writing, except for that certain Underlying Agreement referenced herein. However, to the extent that any provisions of this Agreement conflict with the provisions of any Underlying Agreement or any other agreement or understanding between the Parties, this Agreement shall control with respect to the subject matter of this Agreement.
- I. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties, and there are no third-Party beneficiaries to the Agreement.
- J. **Assignment.** Covered Entity has entered into this Agreement in specific reliance on the expertise and qualifications of Business Associate. Consequently, Business Associate's duties under this Agreement may not be transferred, assigned or assumed by any other entity, in whole or in part, without the prior written consent of the Covered Entity. Subject to the foregoing, this Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective permitted successors and assigns.
- K. **Severability.** In the event that any word, phrase, clause, sentence, paragraph, section or provision of this Agreement shall violate any applicable statute, ordinance, regulation or rule of law in any jurisdiction which governs this Agreement, such provision shall be ineffective to the



extent of such violation without invalidating any other provision of this Agreement.

- L. **Waiver.** No provision of this Agreement may be waived except by an agreement in writing signed by the waiving Party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.
- M. **Confidentiality of Substance Use Disorder Records.** In the event the Underlying Agreement or this Agreement results in the disclosure of substance use disorder patient records protected under 42 C.F.R. part 2 ("Part 2"), of which Covered Entity is a "lawful holder" pursuant to a contractual relationship ("SUD Records"), Business Associate acknowledges and agrees that it is fully bound by the provisions of Part 2, as amended, upon receipt of the SUD Records. Business Associate further acknowledges receipt of the following notice, in connection with SUD Records: "This information has been disclosed to you from records protected by federal confidentiality rules (42 CFR Part 2). 42 CFR Part 2 prohibits unauthorized disclosure of these records."
- N. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. An executed Agreement delivered by facsimile or other electronic transmission shall be treated as if an original.

IN WITNESS WHEREOF, the Parties have executed this Business Associate Agreement as of the Effective Date.

UCare Minnesota

Becker County

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING

between

and

**Saint Mary's University of Minnesota
Twin Cities, MN**

for a Master of Social Work program

WHEREAS, Saint Mary's University of Minnesota ("the University") has established a Master of Social Work program ("the Program") in its Schools of Graduate and Professional Programs located in Minneapolis, MN.

WHEREAS, the University desires that its students in the Program be afforded a generalist and/or clinical experience at _____ ("the Agency").

WHEREAS, the Agency has appropriate facilities and resources for student instruction and training and qualified professional staff to work with and supervise the students; and

WHEREAS, a generalist and/or clinical experience at the Agency for students enrolled in the Program is of mutual benefit to the parties;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

I. Purpose and Scope:

- A. This Memorandum of Understanding ("MOU" or "Agreement") establishes a practicum at the Agency which will provide a generalist and/or clinical experience to students enrolled in the Program.
- B. This Agreement shall not affect any other pre-existing relationship or agreement between the parties on any other subject.
- C. This MOU constitutes the entire understanding of the parties relating to a practicum for students in the Program and supersedes any previous agreement between the parties on this same subject.

II. Specific Responsibilities:

- A. The Agency shall:
 1. Comply with all federal and state civil rights laws.
 2. Comply with all federal, state and local laws and ordinances concerning human subject research if students participate in a research program as part of a research team.
 3. Adhere to the goals of the University as presented in its field education

- manual, except in any circumstances wherein a said goal conflicts with the Agency's stated policy, rule, or procedure.
4. Accept that the student's primary role is as a learner, treat the student as a learner, and accept that the field placement assignment is an educational experience. This acceptance includes the following:
 - a) permitting the student to receive needed support, assistance and instruction;
 - b) making available to the student appropriate cases and learning activities; and
 - c) permitting the student to participate in staff development and other training opportunities.
 5. Provide the student with the resources necessary to carry out assigned educational and service tasks, including the following:
 - a) space that is sufficiently private for carrying on independent work and activity;
 - b) clerical service and supplies for records and reports produced for the Agency; and
 - c) access to client and Agency records as appropriate to assigned tasks.
 6. Provide qualified staff as Field Supervisors for the student, subject to approval by the University.
 7. Assure that each Field Supervisor has adequate time within his/her work schedule to meet the requirements of the University's field education program, including, but not limited to, release time in an amount commensurate with the time needed to fulfill designated field instruction responsibilities.
 8. Assure that the Field Liaison is advised of policy and service changes and developments which may affect student learning or the University's curriculum for the Program.
 9. Provide for reimbursement of all student travel expenses on Agency business that has approval of Field Supervisor.
 10. Provide the student with information available to its employees regarding personal safety when carrying out Agency-related assignments.
 11. Comply with all state, federal and local laws, ordinances, rules and regulations regarding the operation of the Program, including laws and regulations concerning the confidentiality of Student records.
 12. Comply with all applicable requirements of any accreditation authority and permit the authorities responsible for accreditation of the Program's curriculum to inspect the facilities, services, and other items provided by Agency for purposes of the Program.
 13. Designate a Master of Social Work Field Supervisor (and a University-approved Task Supervisor, when the MSW Supervisor is not providing both day to day and formal 1:1 supervision) who shall be responsible for the coordination and implementation of this practicum for approved students in the Program. The Field Supervisors shall work with the Field Liaison to develop additional operational details to implement this MOU and ensure the provision of appropriate, qualified supervision for students participating in this practicum. The name, telephone number and e-mail address of the Field Supervisor

shall be provided to the University and updated as necessary.

14. Provide orientation to the University's students participating in this practicum and make available pertinent Agency policies, procedures, and rules/regulations, including those related to volunteer services, release of sensitive information, and Agency safety and security, e.g. access and exit procedures.
 15. Provide emergency medical treatment to the University's students as follows:
 - a) Agency shall follow its policy and procedures to provide emergency first aid and arrange for emergency medical services (EMS) transport to a community emergency department, if necessary.
 - b) In the event of an exposure to an infectious disease, Agency health care providers shall follow Agency policy and procedures to provide immediate intervention consistent with OSHA and CDC guidelines, and refer the student to their personal healthcare provider for follow-up treatment.
 16. Maintain at all times the discretion to remove any student from participation in this practicum and immediately notify the University of said removal.
 17. Ensure that the students participating in this practicum are not used to displace regular employees or to fill personnel vacancies that otherwise would be filled by regular employees.
 18. Not be required to offer employment to the University's students at the completion of their participation in this practicum.
 19. Obtain a criminal background check in accordance with Minnesota law or the law of the home state of the University. The student will be responsible for all costs associated with the criminal background check.
- B. The University shall:
1. Work cooperatively with the Agency in designing appropriate field learning experiences to meet the objectives of the University's field education program.
 2. Select and/or recommend for placement at the Agency students who appear to be most appropriate. It is understood that the Agency will have the opportunity to meet the students before placement begins. The Field Supervisor will have access to information about the students, including: field placement forms, folders, and prior field evaluations.
 3. After collaborative discussion with the Field Supervisor, assume final responsibility for decisions which affect the progress of the student, including the grade and awarding of credit.
 4. Provide consultation to appropriate staff of the Agency in the general development of its field education program.
 5. Provide opportunities for appropriate development of the Field Supervisors through provision of meetings, institutes and seminars for experienced, as well as, beginning Field Supervisors, and give adequate notice of such pertinent meetings and courses.
 6. Provide a copy of the University's field manual plus other pertinent instructional material, such as: academic calendar, course outlines, field bulletins, evaluation guidelines, periodic updates.

7. Provide opportunities for appropriate evaluations of the performance of all parties to this agreement.
8. Keep the Agency and Field Supervisor informed about University activities and plans affecting field education.
9. Provide opportunities for Field Supervisor participation in relevant University committees and activities.
10. Notify students that they are subject, during their educational field experience at the Agency, to applicable Agency regulations and that they must conform to the same standards as are set for the Agency's employees in matters relating to the welfare of clients or patients and general Agency operation.
11. Require that students in the Program obtain professional malpractice, before beginning their field placement experience. The coverage liability limits must be \$1,000,000 each claim, and \$3,000,000 aggregate.
12. Maintain sole responsibility for the planning and execution of the Program generally, including administration, records of student credits and grades, curriculum content, evaluation, faculty appointments, and requirements for matriculation, promotion, and graduation.
13. Appoint a Field Liaison who shall be responsible for the coordination and implementation of the generalist and/or clinical experience for approved students in the Program. The Field Liaison shall work with the Field Supervisor to develop additional operational details to implement this MOU. The name, telephone number and e-mail address of the faculty liaison shall be provided to the Agency and updated as necessary.
14. Prior to assignment of students, furnish to the Agency the following upon request:
 - a) a signed "Student Confidentiality Statement", example attached hereto as Attachment A, for each participating student; and
 - b) assurance that the participating student maintains appropriate professional liability insurance, and upon request, provide proof thereof, e.g. a copy of the policy or the paid premium.
15. Ensure that participating students are informed of the above-described requirements and that:
 - a) they must abide by Agency policy, rules, and regulations, including those related to services, release of sensitive information, and Agency safety and security, e.g. access and exit procedures.
 - b) they are not entitled to guaranteed Agency employment at the conclusion of their participation in this practicum.
 - c) they are financially responsible for the costs of their participation in this practicum, including any emergency medical treatment received for injuries and/or illnesses that may occur at the institution.
 - d) Agency approval is required before clients may be used in any research project.
 - e) if they contract an infectious disease during the period of time they are participating in the generalist and/or clinical experience, they must report this fact to the Agency

before returning to the Agency, they must submit proof of recovery, if requested.

16. Ensure that the students participating in this practicum are not used to displace regular employees or to fill personnel vacancies that otherwise would be filled by regular employees. For employment-based practicums, students are expected to meet all educational outcomes for the placement which expectations are above and beyond their employment responsibilities.
17. Maintain sole responsibility for the planning and execution of the Program generally, including administration, records of student credits and grades, curriculum content, evaluation, faculty appointments, and requirements for matriculation, promotion, and graduation.
18. When appropriate, appoint Agency staff as Field Supervisor without any financial compensation or workers' compensation coverage from the University.

C. Both parties shall:

1. Cooperate in implementing this practicum, including the development of additional operational details and the scheduling of University visits by participating students.
2. Notify each other of events or issues that involve the safety of clients, Agency staff, or the University's students.
3. Inform each other of relevant changes in personnel, curriculum or the availability of learning opportunities at the earliest possible time.
4. Acknowledge that each party remains solely responsible for its own internal management and administration, including staff employment, faculty appointment, and employee discipline.
5. Comply with all applicable provisions of state and federal statutes, rules, and regulations prohibiting unlawful discrimination against employees, applicants for employment, students, or clinical training applicants because of race, color, religion, sex, age, marital status, veteran status, disability, national origin, sexual orientation, genetic predisposition or carrier status.
6. Promptly notify each other of any discrimination complaint made by any applicant or student regarding participation in this practicum.

III. General Provisions:

- A. Financial Responsibilities. The Agency shall pay no stipend or other monetary consideration to the University or its students or faculty, nor shall the University pay any monetary consideration to the Agency with respect to MOU.
- B. Period of Agreement/Termination.
 1. This Agreement shall become effective upon the date of the last signature for both parties and shall remain in effect for five (5) years. It shall remain in effect during the term in office of any successive leadership of either party unless terminated or modified pursuant to procedures described below.
 2. This Agreement may be terminated at any time, without cause, by either party with sixty (60) days advance written notice to the other party. Notices shall be send via certified mail to the following:

For the Agency:

For the University: Field Education Director
Master of Social Work Program
Saint Mary's University of Minnesota
Schools of Graduate and Professional Programs

2500 Park Avenue South
Minneapolis, MN 55404-4403

With a copy to: General Counsel
Saint Mary's University of Minnesota
700 Terrace Heights #30
Winona, MN 55987

3. After termination of this Agreement, the University shall have sole discretion to permit the completion of any student's clinical experience already in progress at the Agency.
4. Neither party shall be responsible for failures or delays in performance from acts beyond the reasonable control of such party, e.g. natural/man-made emergency.
- C. Modifications. Except for additional operational details to be coordinated between the parties' liaisons, any modification to this Agreement must be in writing and signed by an authorized representative of each party.
- D. Assignment. Neither party shall assign, transfer, convey or otherwise dispose of this Agreement, or any right, title, or interest herein, without the prior written consent of the other party.
- E. Liability.
 1. The University shall indemnify and hold harmless the Agency from any settlement or final judgment of a court of competent jurisdiction to the extent such settlement or judgment is based on the acts, omissions, or negligence of the University, or any of its trustees, officers, or employees, when acting within the course and scope of their employment or position in connection with this Agreement. However, this provision shall not be construed as a waiver of any right or defense that the University may have against any claim that might be brought under this provision.
 2. The Agency shall indemnify and hold harmless the University from any settlement or final judgment of a court of competent jurisdiction to the extent such settlement or judgment is based on the acts, omissions, or negligence of the Agency, or any of its trustees, directors, officers, or employees, when acting within the course and scope of their employment or position in connection with this Agreement. However, this provision shall not be construed as a waiver of any right or defense that the Agency may have against any claim that might be brought under this provision.
 3. The parties shall provide timely delivery to each other of any summons,

- complaint, process, notice, demand, or pleading arising out of, or in connection with, this Agreement.
4. Each party shall cooperate with the other party in the investigation and resolution of claims and/or litigation arising out of, or in connection with, this Agreement.
 5. This Agreement is for the sole and exclusive benefit of the signatory parties, and shall not be construed to bestow any legal right or benefit upon any other person or entity.
 - F. No Employee/Employer Relationship. This Agreement does not constitute an employer-employee relationship between the parties or between the Agency and any of the University's students participating in the generalist and/or clinical experience at the Agency.
 - G. Dispute Resolution. In the event of a dispute between the parties, the parties shall use their best efforts to resolve the dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

IN WITNESS WHEREOF, the undersigned duly authorized officials have subscribed their names.

Agency

Agency Representative Signature

Name (please print):

Date:

Title:

Saint Mary's University of Minnesota

Date:

Name: Max Bonilla, SSL, STD, Provost

Revised 3/6/2023

Attachment A

STUDENT CONFIDENTIALITY STATEMENT (Example)

I, the undersigned, acknowledge that during the course of my participation in a generalist and/or clinical experience at (hereafter referred to as “the Agency”) that I may receive access to confidential information of the Agency that is prohibited from disclosure to others.

“Confidential Information” means information provided by the Agency that is not commonly available to the general public, or is required by law or regulation to be protected from disclosure to third parties not considered part of the Agency’s “workforce” as that term is defined by federal and state health information privacy regulations such as the Health Information Portability and Accountability Act. Confidential Information includes information contained in patient medical records and any other health information which identifies a patient; quality assurance, research or peer review information; and information concerning the Agency’s employees, services or business operations. Such information can be acquired by any means and in any form, written, spoken or electronic.

I agree not to share, disclose or discuss Confidential Information with anyone who does not have a legitimate interest in such information. I will abide by the Agency’s policies and procedures concerning the use or disclosure of Confidential Information and I will contact an Agency representative if I have any questions regarding these policies and procedures.

I will maintain and protect the privacy of the Agency’s employees, medical staff and patients in my use and disclosure of Confidential Information and I will not misuse or be careless with such information. I understand that any violation of this Agreement or the Agency’s policies related to access, use or disclosure of Confidential Information may result in significant legal ramifications for which I will be held solely responsible with respect to this Agreement.

I acknowledge that I have reviewed all of the information above. I understand that compliance with the principles, policies and procedures expressed above is a condition of my participation and continued presence at the Agency.

Name (please print)

Date

Steve Rummler HOPE Network Overdose Prevention Program

STANDING ORDERS

FOR THE FOLLOWING:

Naloxone is indicated for reversal of opioid overdose in the setting of respiratory depression or unresponsiveness. It may be delivered intranasally with the use of a mucosal atomizer device, with the Narcan® nasal spray intranasal device, or intramuscularly with a syringe. This standing order is current as of January 1, 2020. All standing orders have been reviewed carefully and are consistent with the most current recommendations and may be revised by the clinician signing them.

1. This standing order authorizes Steve Rummler HOPE Network (SRHN) to maintain supplies of injectable, nasal naloxone or Narcan® nasal spray intranasal device kits for the purpose of distribution in accordance with MN statute 151.37 Subdivision 12, to participating clinics, emergency departments and community programs.
2. This standing order authorizes designated SRHN Overdose Prevention Partners to possess and distribute naloxone to community members who have completed overdose training and required documentation.
3. This standing order authorizes community members, trained by designated SRHN Overdose Prevention Partners, to possess and administer naloxone to a person who is experiencing an opioid overdose in accordance with MN statute 151.37 Subdivision 12.

Definition of SRHN Overdose Prevention Partner: A member of the SRHN trained in the recognition and treatment of acute opioid overdose who provides education to community members in the recognition and treatment of opioid overdose. Initial and continuing training of the SRHN Overdose Prevention Partner is coordinated by SRHN's Medical Director of Overdose Prevention and Overdose Prevention Manager.

Naloxone - Clinical Pharmacology:

Complete or Partial Reversal of Opioid Depression

Naloxone prevents or reverses the effects of opioids including respiratory depression, sedation and hypotension. Also, naloxone can reverse the psychotomimetic and dysphoric effects of agonist-antagonists such as pentazocine. Naloxone is an essentially pure opioid antagonist, i.e., it does not possess the "agonistic" or morphine-like properties characteristic of other opioid antagonists. When administered in usual doses and in the absence of opioids or agonistic effects of other opioid antagonists, it exhibits essentially no pharmacologic activity. Naloxone has not been shown to produce tolerance or cause physical or psychological dependence. In the presence of opioid dependence, opioid withdrawal symptoms may appear within minutes of naloxone administration and subside in about 2 hours. The severity and duration of the withdrawal syndrome are related to the dose of naloxone and to the degree and type of opioid dependence. While the mechanism of action of naloxone is not fully understood, in vitro evidence suggests that naloxone antagonizes opioid effects by competing for the μ , κ and σ opioid receptor sites in the central nervous system, with the greatest affinity for the μ receptor.

Indications and Usage for Naloxone - Naloxone is indicated for the complete or partial reversal of opioid depression, including respiratory depression, induced by opioids.

Contraindications - Naloxone is contraindicated in patients known to be hypersensitive to naloxone hydrochloride or to any of the other ingredients in naloxone.

Warnings:

Repeat Administration

The patient who has satisfactorily responded to naloxone should be kept under continued surveillance and repeated doses of naloxone should be administered, as necessary, since the duration of action of some opioids may exceed that of naloxone. Patients who require multiple doses of naloxone will require further medical care and EMS should be requested.

Respiratory Depression due to Other Drugs

Naloxone is not effective against respiratory depression due to non-opioid drugs. Reversal of respiratory depression by partial agonists or mixed agonist/antagonists, such as buprenorphine, may be incomplete or require higher doses of naloxone. If an incomplete response occurs, rescue breathing should be performed as clinically indicated.

Adverse Reactions:

Opioid Dependence:

Abrupt reversal of opioid effects in persons who are physically dependent on opioids may precipitate an acute withdrawal syndrome which may include, but is not limited to, the following signs and symptoms: body aches, fever, sweating, runny nose, sneezing, yawning, weakness, shivering or trembling, nervousness, restlessness or irritability, diarrhea, nausea or vomiting, abdominal cramps, increased blood pressure, tachycardia.

Drug Abuse and Dependence:

Naloxone is an opioid antagonist. Physical dependence associated with the use of naloxone has not been reported. Tolerance to the opioid antagonist effect of naloxone is not known to occur.

Naloxone Dosage and Administration:

Through collaboration with Allina Health, Hennepin County Medical Center, hospitals and qualified medical personnel opioid users and their contacts will be trained in the use of naloxone for the reversal of opioid overdose.

Program participants must meet all of the following criteria:

- Current opioid users, individuals with a history of opioid use, or someone with contact with opioid users;
- Risk for overdose or likelihood of contact with someone at risk;
- Able to understand and willing to learn the essential components of Overdose Prevention and Response and naloxone administration.

When distributed within a hospital setting a qualified medical provider (RN, MD, DO, PA-C, CNP or Pharmacist) trained in opioid overdose education will review the prospective participant to make a determination about the individual's eligibility for the program using the above-mentioned criteria. The qualified medical provider will then engage the participant in a brief educational program about overdose prevention and response, or provide direction to appropriate educational resources.

When distributing to community members a designated SRHN Overdose Treatment Educator, using the above-mentioned criteria, will engage the participant in a brief educational program about overdose prevention and response, or provide direction to appropriate educational resources.

The educational program components will include:

- Overdose prevention techniques
- Recognizing signs and symptoms of overdose
- Airway and breathing assessment
- Rescue breathing
- Calling 911
- Good Samaritan, immunity from prosecution
- Naloxone storage, carrying, and administration
- Post-overdose follow-up and care

Upon completion of the training session, the participant will be assessed on their understanding of the information and their comfort with the basic components of overdose response. Naloxone will be dispensed to trained program participants who will carry and use naloxone to treat individuals experiencing an opioid overdose.

Order to dispense:

Upon participant completion of Overdose Prevention Training Program or provision of appropriate educational resource.

The naloxone should be stored at room temperature with limited exposure to natural light. The SRHN scoop kit provides adequate protection from light and will prevent degradation of the medication.

Dispense Injectable naloxone kit, which will contain the following at a minimum:

- Three 1cc Naloxone Hydrochloride (concentration .4mg/ml)
- Three 3ml syringes with 25g 1" needles.
- Step-by-step instructions for administration of naloxone

Directions for administration of injectable naloxone: Administer naloxone to a person suspected of an opioid overdose with respiratory depression or unresponsiveness as follows:

1. Assess the person and confirm suspicion of opioid overdose.
2. Call 911.
3. Provide 2 rescue breaths using appropriate barrier
4. Pop off the orange cap from the vial of naloxone, exposing the rubber seal.
5. Open one intramuscular syringe with needle.
6. Draw the entire contents of the 1cc vial of naloxone into the syringe.
7. Inject the naloxone into the muscle of the upper outer shoulder, or front or outer thigh.
8. Resume rescue breathing until the overdosing person begins to breathe on their own and shows signs of responsiveness.
9. Administer second dose (1cc) of naloxone if there is no response after approximately 2-3 minutes.
10. Remain with the person until he or she is under care of a medical professional, like a physician, nurse or emergency medical technician.
11. Repeat list items 8 through 10 as needed.

Directions for administration of injectable naloxone using auto-injector: Administer naloxone to a person suspected of an opioid overdose with respiratory depression or unresponsiveness as follows:

1. Assess the person and confirm suspicion of opioid overdose.
2. Call 911.
3. Provide 2 rescue breaths using appropriate barrier.
4. Remove auto-injector from the kit or manufacturers box.
5. Pull off the red safety guard.
6. Place the black end against the middle of the patient's outer thigh, through clothing (pants, jeans, etc) if necessary, then press firmly and hold in place for 5 seconds.
7. Resume rescue breathing until the overdosing person begins to breathe on their own and shows signs of responsiveness.
8. Administer second dose (1cc) of naloxone if there is no response after approximately 2-3 minutes.
9. Remain with the person until he or she is under care of a medical professional, like a physician, nurse or emergency medical technician.
10. Repeat steps 7 through 9 as needed.

Dispense intranasal naloxone kit, which will contain the following at a minimum:

- Three (2mg/2ml)Naloxone Hydrochloride
- Three atomizer (Mucosal Atomization Device)
- Step-by-step instructions for administration of naloxone

Directions for administration of intranasal naloxone: Administer naloxone to a person suspected of an opioid overdose with respiratory depression or unresponsiveness as follows:

1. Assess the person and confirm suspicion of opioid overdose.
2. Call 911.
3. Provide 2 rescue breaths using appropriate barrier.
4. Pop yellow caps from the clear plastic syringe.
5. Remove the red cap from the capsule of naloxone.
6. Attach the medication atomizer Device to the syringe via the luer lock connector.
7. Screw the capsule of naloxone into the open end of the syringe.
8. Place the tip of the medication atomizer Device snugly against the nostril aiming slightly up and outward (toward the top of the ear).
9. Briskly compress the syringe plunger to deliver half of the medication into the nostril.
10. Move the device over to the opposite nostril and, administer the remaining medication into the nostril.
11. Resume rescue breathing until the overdosing person begins to breathe on their own and shows signs of responsiveness.
12. Administer second dose if there is no response after approximately 2-3 minutes.
13. Remain with the person until he or she is under care of a medical professional, like a physician, nurse or emergency medical technician.
14. Repeat steps 11 through 13 as needed.

Dispense Narcan® nasal spray (4mg/0.1mL) intranasal device, which will contain the following at a minimum:

- Two Narcan® nasal spray devices
- Step-by-step instructions for administration of naloxone

Directions for administration of intranasal naloxone: Administer naloxone to a person suspected of an opioid overdose with respiratory depression or unresponsiveness as follows:

1. Assess the person and confirm suspicion of opioid overdose.
2. Call 911.
3. Provide 2 rescue breaths using appropriate barrier.
4. Remove Narcan® nasal spray devices from box.
5. Peel back the tab with the circle to open the Narcan® nasal spray device.
6. Hold the Narcan® nasal spray device with your thumb on the bottom plunger and your first and middle finger on either side of the nozzle.
7. Gently insert the top of the nozzle into either nostril until your fingers on either side of the nozzle are against the bottom of the person's nose, tilt the person's head back and support the neck with your hand.
8. Press the plunger firmly to give the dose of Narcan® nasal spray. Remove it from the nose after giving the dose.
9. Resume rescue breathing until the overdosing person begins to breathe on their own and shows signs of responsiveness.
10. Administer second dose in the other nostril if there is no response after approximately 2-3 minutes.
11. Remain with the person until he or she is under care of a medical professional, like a physician, nurse or emergency medical technician.
12. Repeat steps 10 through 11 as needed.

Physician's Signature and License No.

Date

Physician's Name (Print)

Name of Organization receiving, storing and/or dispensing naloxone on behalf of the Steve Rummier HOPE Network and under the medical direction, liability and protections of the SRHN Overdose Prevention Medical Director (above physician).

Signature of Representative

Date

The mission of the Steve Rummier HOPE Network is to heighten awareness of the opioid crisis, address its impact on the physical and emotional burdens of addiction and chronic pain, and improve the associated care processes.

The Distribution Partner (identified below) acknowledges and agrees that provision of intramuscular naloxone hydrochloride administration kits ("naloxone rescue kits") made available by the Steve Rummler HOPE Network ("SRHN") through its Overdose Prevention ("ODP") Program to the Distribution Partner free of charge is conditioned upon the undersigned observing the following terms. The Distribution Partner recognizes that:

1. Distribution Partners are subject to SRHN approval.
2. The transfer or sale of naloxone rescue kits obtained from SRHN is grounds for the dissolution of the partnership with SRHN, and may disqualify the individual or organization in violation of this agreement from obtaining naloxone rescue kits from the Overdose Prevention Program.
3. The Distribution Partner will only receive, use, and distribute naloxone rescue kits in accordance with all applicable laws, rules and regulations, including compliance with SRHN standing order and expectations outlined therein.
4. The Distribution Partner commits to ensuring, to the best of their ability, that recipients of naloxone rescue kits have access to sufficient training in the appropriate naloxone administration (IM, Nasal or auto-injector) consistent with the educational program components detailed by SRHN's standing order.
5. Naloxone rescue kits provided by SRHN have contents consistent with the medical best practices established by our advising physician and compliant with the parameters of SRHN's standing order; as such kit contents should not be disassembled, modified, supplemented or tampered with in any way without express permission from SRHN. Doing so renders coverage by SRHN's standing order null and void, and is grounds for the dissolution of the partnership with SRHN, and may disqualify the individual or organization in violation of this agreement from obtaining naloxone rescue kits from the Overdose Prevention Program.
6. The Distribution Partner will not repackage, rebrand, or otherwise obfuscate SRHN's involvement in the production and distribution of any provided naloxone rescue kits.
7. Events involving the distribution of kits provided by SRHN will appropriately credit SRHN as a partner in media, social media, and promotion of the event.
8. SRHN is a non-profit organization and dependent on grant funding and donations; kit requests will be fulfilled as funding and demand allows. Unless otherwise negotiated, SRHN has no obligation to fulfill kit requests of any given quantity to the Distribution Partner.
9. Should SRHN amend these terms, the Distribution Partner will have access to the updated document for consideration.

 Signature of Authorized Representative

 Date

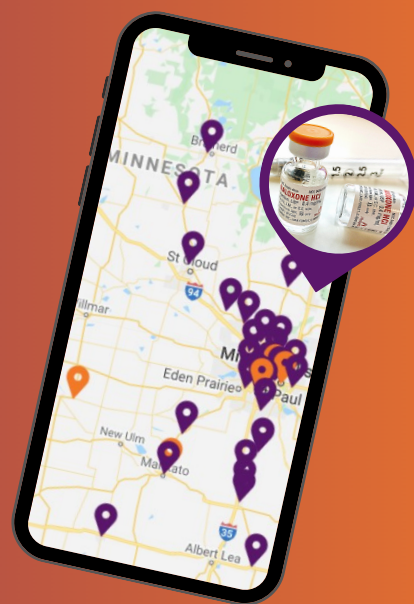
 Name, Title of Authorized Representative

 Organization (if applicable)



NALOXONE ACCESS POINT

An SRHN Program



What is a NAP?

A Naloxone Access Point (NAP) is a publicly accessible pick-up site for naloxone, the lifesaving opioid overdose antidote. As a registered NAP, the Steve Rummeler HOPE Network will provide your organization with naloxone kits and fentanyl test strip kits, tools that can help reduce opioid overdose deaths in your communities. These kits include QR codes that link to training and support resources. Our free online naloxone training course covers topics such as how to recognize an opioid overdose, how to administer naloxone, and how to safely store your kit.

Why are NAPs so important?

- 📍 NAPs improve regional naloxone accessibility.
- 📍 NAPs reduce stigma through public identification to normalize naloxone as a public health resource.
- 📍 Community pickup sites provide anonymity to those seeking kits — no insurance or personal info required!





LEARN MORE

 www.RummelerHOPE.org

FOLLOW US!

     
@RummelerHOPE

CONTACT

 hope@RummelerHOPE.org
 (952) 943-3937

Steve Rummeler
HOPE
NETWORK



NALOXONE ACCESS POINT

An SRHN Program

How will SRHN support my organization as a NAP?

Program Welcome Kit

All NAPs receive a welcome kit which includes a window decal for their organization, and access to a digital press kit with materials to promote their participation in the program — we encourage our NAPs to spread the word about naloxone and its availability in their communities!

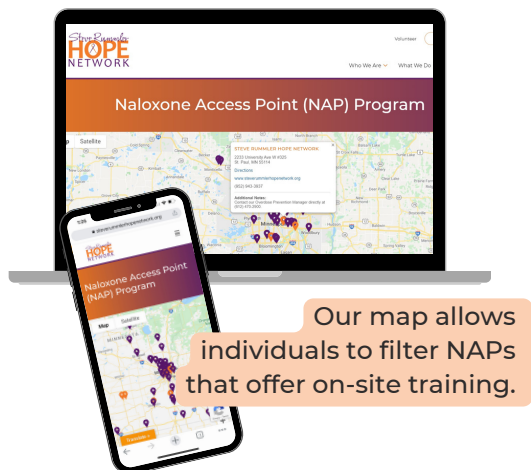


Naloxone and Fentanyl Test Strip (FTS) Kits

SRHN keeps NAPs stocked with naloxone and fentanyl test strips. Requesting more kits is simple and can be done in minutes through our online partner portal request form!

Training Support and Coaching (Optional)

NAPs are welcome (but not required) to offer on-site overdose response training to individuals picking up a kit. SRHN provides digital training materials and coaching for any interested trainers.



Program Requirements:

- 📍 All NAP partners will be identified on a statewide map hosted on the SRHN website.
- 📍 NAPs must be open to the public and have regular hours of operation. *Individual residences cannot be NAPs.*
- 📍 NAPs must maintain onsite supplies, request kits as needed, and complete a quarterly inventory report.


LEARN MORE

 www.RummlerHOPE.org

FOLLOW US!

     
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CONTACT

 hope@RummlerHOPE.org
 (952) 943-3937

Steve Rummler
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NALOXONE ACCESS POINT

An SRHN Program

Enrollment Steps:

Organizations interested in joining Steve Rummier HOPE Network's NAP Program should:

1 Review and sign SRHN's Standing Order and Distribution Agreement.

- **Standing Order:** Extends our Medical Director's directive to program partners
- **Distribution Agreement:** Outlines expectations regarding kit distribution

These documents will be sent for eSignatures which must be received by SRHN before kits can be distributed.

2 Fill out the Partner Information form.

Please provide your location info exactly as you would like it to display on the NAP Partner map.

3 Create a Partner Portal account.

From the Partner Portal, NAP Partners can:

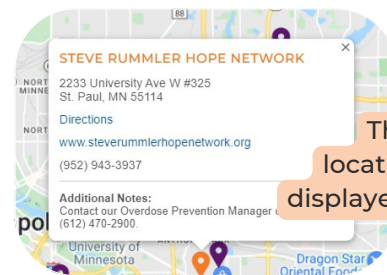
- Request additional kits
- Submit demographic info for kit/training recipients
- Access training materials and the online training module
- Access other supporting documents

4 That's it! We'll take it from there!

Once you've completed all the steps above, we'll get your first shipment of naloxone and fentanyl test strip kits to you!



Once you receive your first kit shipment, let us know so we can add you to the map!



This is how your location info will be displayed on our map.

IMPORTANT

Partners should use their portal account to request additional kits, submit any collected demographic data, and update their location information if/when necessary.

Thank you for your interest in our NAP Program! If you have any additional questions please contact:

 odp@RummierHOPE.org



LEARN MORE

 www.RummierHOPE.org

FOLLOW US!

     
[@RummierHOPE](https://www.instagram.com/RummierHOPE)

CONTACT

 hope@RummierHOPE.org
 (952) 943-3937

Steve Rummier
HOPE
NETWORK

The Distribution Partner (identified below) acknowledges and agrees that provision of intramuscular naloxone hydrochloride administration kits (“naloxone rescue kits”) made available by the Steve Rummler HOPE Network (“SRHN”) through its Overdose Prevention (“ODP”) Program to the Distribution Partner free of charge is conditioned upon the undersigned observing the following terms. The Distribution Partner recognizes that:

1. Distribution Partners are subject to SRHN approval.
2. The transfer or sale of naloxone rescue kits obtained from SRHN is grounds for the dissolution of the partnership with SRHN, and may disqualify the individual or organization in violation of this agreement from obtaining naloxone rescue kits from the Overdose Prevention Program.
3. The Distribution Partner will only receive, use, and distribute naloxone rescue kits in accordance with all applicable laws, rules and regulations, including compliance with SRHN standing order and expectations outlined therein.
4. The Distribution Partner commits to ensuring, to the best of their ability, that recipients of naloxone rescue kits have access to sufficient training in the appropriate naloxone administration (IM, Nasal or auto-injector) consistent with the educational program components detailed by SRHN’s standing order.
5. Naloxone rescue kits provided by SRHN have contents consistent with the medical best practices established by our advising physician and compliant with the parameters of SRHN’s standing order; as such kit contents should not be disassembled, modified, supplemented or tampered with in any way without express permission from SRHN. Doing so renders coverage by SRHN’s standing order null and void, and is grounds for the dissolution of the partnership with SRHN, and may disqualify the individual or organization in violation of this agreement from obtaining naloxone rescue kits from the Overdose Prevention Program.
6. The Distribution Partner will not repackage, rebrand, or otherwise obfuscate SRHN’s involvement in the production and distribution of any provided naloxone rescue kits.
7. Events involving the distribution of kits provided by SRHN will appropriately credit SRHN as a partner in media, social media, and promotion of the event.
8. SRHN is a non-profit organization and dependent on grant funding and donations; kit requests will be fulfilled as funding and demand allows. Unless otherwise negotiated, SRHN has no obligation to fulfill kit requests of any given quantity to the Distribution Partner.
9. Should SRHN amend these terms, the Distribution Partner will have access to the updated document for consideration.

 Signature of Authorized Representative

 Date

 Name, Title of Authorized Representative

 Organization (if applicable)

Becker County Creates Wellness Room



"We are pleased to make this space available for our employees and the community when needed and we're already seeing usage since its availability", states Carrie Smith HR Director for Becker County.

In our current workplace climate, organizations are working better at supporting and retaining employees. Embracing workplace wellness strategies goes a long way towards that end.

One of those strategies includes supporting breastfeeding parents and other employees who may need a calming space. The national trend is to create wellness rooms that can be dual used as lactation and calming rooms.

Becker County participated in PartnerSHIP 4 Health's recent workplace wellness collaborative to learn best wellness practices to support their employees. As part of that learning, Becker County moved forward two policies impacting new moms including a new lactation policy. Then they created a wellness space designed to be used for not only lactation but other wellness needs.

Breastfeeding provides many benefits for infants and mothers and new moms are more likely to come back to work if they have the support of their employers such as a lactation space.

Quiet spaces can also be used for reflection, prayer, and relaxation for all employees. It provides a peaceful space in which employees can escape the work environment's demands while not disrupting general operations. It's important to offer a "stress safety valve" during the workday.

According to Human Resource Director Carrie Smith, *"The room is located on the 3rd floor of the courthouse and is available for use for staff and the public. At this time there is no scheduling needed for this room, breastfeeding needs do get priority for usage. This room is also intended for individuals that may have medical issues that need a quiet space. We are pleased to make this space available for our employees and the community when needed and we're already seeing usage since its availability."*

PartnerSHIP 4 Health shares best practices, resources, and lessons learned with workplaces. Is your organization interested in improving wellness at work? Contact PartnerSHIP 4 Health to learn more.

Contact: knitzkorski@gmail.com 701-371-9644

Learn more about PartnerSHIP 4 Health (local public health in Becker, Clay, Otter Tail and Wilkin counties) at <http://partnership4health.org>

March 2024





TO: BECKER COUNTY BOARD OF COMMISSIONERS AND DETROIT LAKES CITY COUNCIL

FROM: KELCEY KLEMM, CITY ADMINISTRATOR

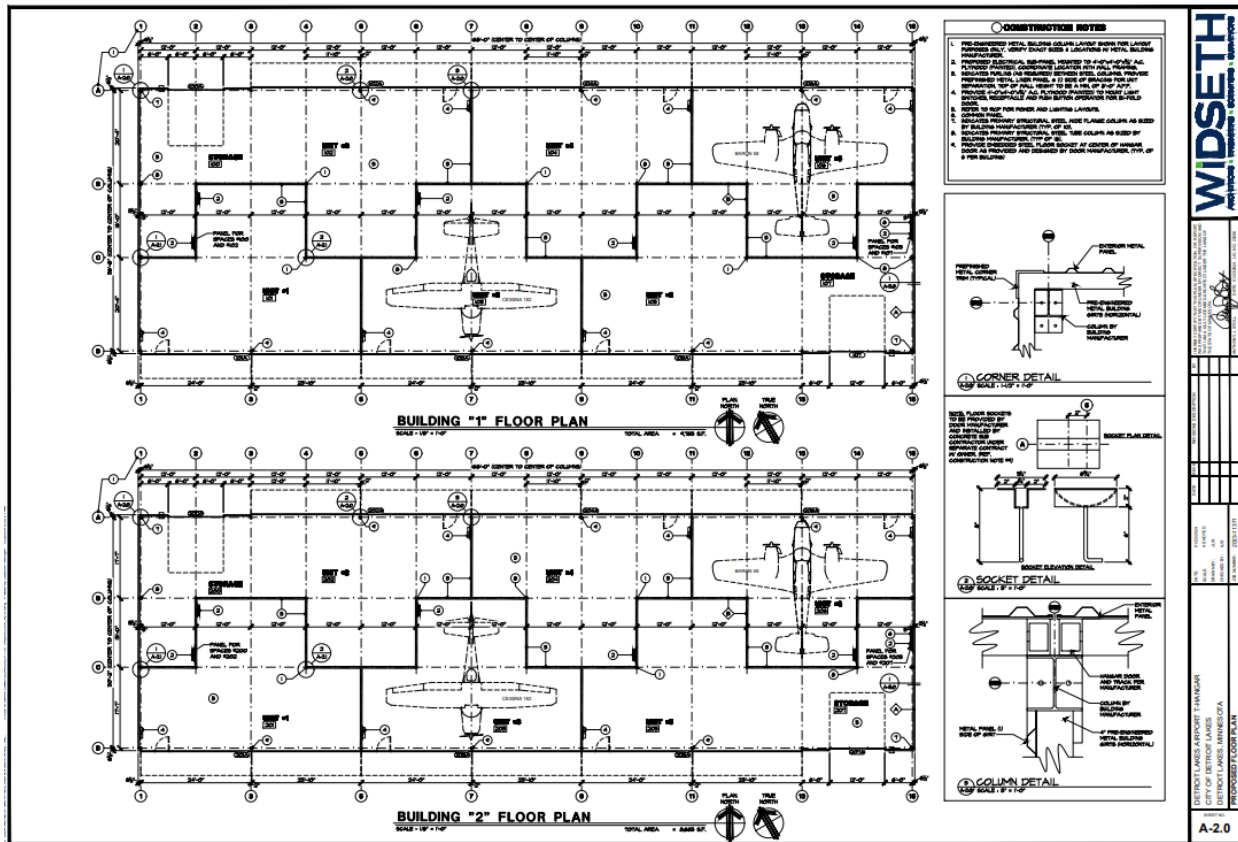
SUBJECT: AIRPORT T-HANGAR PROJECT

DATE: FEBRUARY 26, 2024

Background

Last year's 2023 Airport Improvement Program grant (that utilized both AIP and AIG/BIL funding) included razing the old block T-hangar, extension of the existing taxilanes (D2, D3, and D4), and site prep for two new 6-unit T-hangars. This portion of the project began last year and will be completed during the 2024 construction season. The next part of the hangar project is the actual bidding and construction of the two new 6-unit T-hangars.

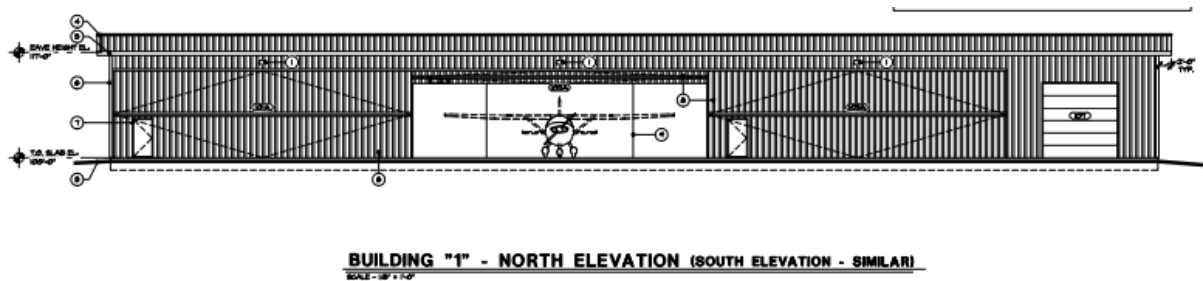




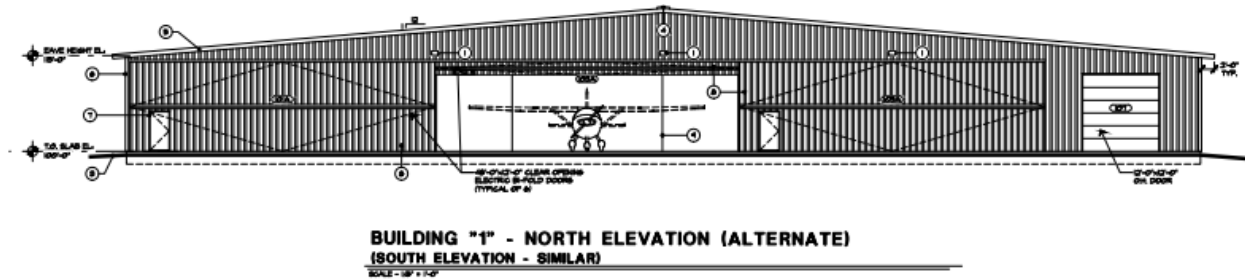
Bid Results

Bids for the construction of the two new T-hangars were received on February 20th. Four bids were received with the low bidder being Nor-Son Construction with a base bid of \$984,047.00 (see attached bid tab for full results). Nor-Son was also the low bidder when factoring Alternate A that includes a redesign of the roof structure to direct runoff from the roof to the short ends of the building instead of in front of the overhead doors. Nor-Son's alternate bid was at a cost of \$120,800, for a total construction bid of \$1,104,847.

Base Bid Roof Design



Alternate Bid Roof Design



Project Funding

The hangar itself is not eligible for any grant funding. The concrete slab, however, is eligible for a State MnDOT Aeronautics Grant. The cost of the concrete slab is \$263,493.28, as submitted by Hough Inc. The concrete work would be eligible for a 70% grant in the amount of \$184,446. While the grant award and paperwork has yet to be received, it is expected to receive funding. The overall hangar construction budget is as follows:

Construction Budget			
Design - Widseth original	\$	17,200.00	
Design - Widseth structural & extra	\$	6,000.00	
Subtotal Design		\$	23,200.00
Nor-Son Construction Bid	\$	984,047.00	
Nor-Son Alternate Bid	\$	120,800.00	
Hough Concrete Bid	\$	263,493.28	
Subtotal Construction		\$	1,368,340.28
Project Subtotal			\$ 1,391,540.28
Construction contingency 7%			\$ 68,883.29
MnDOT grant			\$ (184,446.00)
Total Project Estimate			\$ 1,275,977.57

The cost of the improvements would be financed through a local loan placement, roughly totaling \$1,300,000. The projected interest rate is between 4-5%. Estimating on the high end, a five percent interest rate would result in a monthly loan payment of approximately \$13,788, or \$165,462 annually. All of the existing Airport hangars are paid off (with the exception of the Life Link hangar) and revenue from the existing hangars generated \$166,932 in 2023. The revenue from the existing hangars and the revenue from the 12 new hangars is expected to cover the debt service payment on the new hangars.

Recommendation

The recommendation of the Airport Commission is to award the bid to Nor-Son for both the base bid and the alternate. The existing Detroit Lakes – Becker County Airport Joint Powers Agreement does not authorize the Airport Commission to issue debt. Therefore, the County and City will need

to approve resolutions authorizing the financing of the T-hangar project. Resolutions authorizing the project and its financing will be presented to both the County Board and City Council.

The hangars are anticipated to be constructed later this construction season, with completion in November.

Attachment: DTL T-Hangar Bid Tab

WIDSETH

Detroit Lakes Airport T-Hangar

Detroit Lakes, Minnesota

BID TABULATION - GENERAL CONTRACTORS

Bid Date: 2/20/24

Bid Time: 2:00 PM

GENERAL CONTRACTORS	SIGNED STATEMENT	BID BOND	ADDENDUM #1	ADDENDUM #2	ADDENDUM #3	ADDENDUM #4	ADDENDUM #5	Labor	Material	TOTAL BASE BID	COST ALT. NO. A-1	UNIT PRICE NO. A-1	Completion Date
											Roof Framing (ADD/DUCT)	Duplex Receptacle (each) (ADD)	
Baratto Brothers / Other Electric	X	X	X	X	X	X	X	\$372,704.00	\$769,741.00	\$1,142,445.00	L: \$0.00 M: \$108,975.00	\$175.00	11/29/2024
Bristlin Construction / Other Electric	X	X	X	X	X	X	X	\$252,539.00	\$738,618.00	\$991,157.00	L: \$19,047.00 M: \$107,945.00	\$125.00	11/29/2024
Pro Contractors / Maistrom Electric	X	X	X	X	X	X	X	\$425,000.00	\$951,000.00	\$1,376,000.00	L: \$9,000.00 M: \$112,000.00	\$470.00	11/29/2024
Nor-Son Construction / Other Electric	X	X	X	X	X	X	X	\$224,409.00	\$759,638.00	\$984,047.00	L: \$25,000.00 M: \$98,500.00	\$125.00	11/29/2024

BECKER COUNTY BOARD OF COMMISSIONERS MEETING 3/19/2024

BECKER COUNTY AUDITOR TREASURER

Combination On/Off Sale w/Sundays – Renewal

1. Jack Pines Resort – Brent Prouty – Carsonville Twp

On-Sale w/Sundays – Renewal

1. Pit 611 – Mike Williams – Lake Eunice Twp
2. Detroit Mountain Recreation – Tom Thiel – Erie Twp
3. Cormorant Pub – Gretchen Hunter – Cormorant Twp
4. Detroit Country Club – David Blomseth – Lakeview Twp
5. Parallel 46 – Lynne Stockstad – Cormorant Twp
6. Bleachers – Tim Coyne – Lakeview Twp

3.2 Off-Sale – Renewal

1. County 6 Gas & Bait – Tyler Kalberer – Lakeview Twp

Off-Sale – Renewal

1. 4 Corners – Joshua Swangler – Erie Twp

RESOLUTION NO. 03-24-2A

MINNESOTA LAWFUL GAMBLING RESOLUTION

RESOLVED, the Becker County Board of County Commissioners agree to approve the Gambling Application for Exempt Permit to conduct Gambling by the Detroit Lakes Lions Club, for a raffle at Soo Pass Ranch, 25526 County Highway 22, Detroit Lakes, MN 56501, in Lakeview Township on August 3, 2024.

Duly adopted at Detroit Lakes, Minnesota, this 19th day of March 2024.

ATTEST:

COUNTY BOARD OF COMMISSIONERS

John Okeson
Chair

State of Minnesota)
County of Becker)

I, the undersigned, being the duly elected, qualified and Auditor-Treasurer for the County of Becker, State of Minnesota, do hereby certify that the foregoing is true and correct copy of a resolution passed and adopted by the County Board of Commissioners at a meeting held March 19, 2024, as recorded in the record of proceedings.

Becker County Auditor-Treasurer

MEH/mco

SEAL

RESOLUTION NO. 03-24-2E

MINNESOTA LAWFUL GAMBLING RESOLUTION

RESOLVED, the Becker County Board of County Commissioners agree to approve the Gambling Application for Exempt Permit to conduct Gambling by the Detroit Lakes Lions Club, for Bingo at Meadow Lake Campsite, 25809 Meadow Lake Rd, Detroit Lakes, MN 56501, in Lakeview Township on June 15, 2024.

Duly adopted at Detroit Lakes, Minnesota, this 19th day of March 2024.

ATTEST:

COUNTY BOARD OF COMMISSIONERS

John Okeson
Chair

State of Minnesota)
County of Becker)

I, the undersigned, being the duly elected, qualified and Auditor-Treasurer for the County of Becker, State of Minnesota, do hereby certify that the foregoing is true and correct copy of a resolution passed and adopted by the County Board of Commissioners at a meeting held March 19, 2024, as recorded in the record of proceedings.

Becker County Auditor-Treasurer

MEH/mco

SEAL

RESOLUTION NO. 03-24-2F

MINNESOTA LAWFUL GAMBLING RESOLUTION

RESOLVED, the Becker County Board of County Commissioners agree to approve the Gambling Application for Exempt Permit to conduct Gambling by the Detroit Lakes Lions Club, for Bingo at Meadow Lake Campsite, 25809 Meadow Lake Rd, Detroit Lakes, MN 56501, in Lakeview Township on July 6, 2024.

Duly adopted at Detroit Lakes, Minnesota, this 19th day of March 2024.

ATTEST:

COUNTY BOARD OF COMMISSIONERS

John Okeson
Chair

State of Minnesota)
County of Becker)

I, the undersigned, being the duly elected, qualified and Auditor-Treasurer for the County of Becker, State of Minnesota, do hereby certify that the foregoing is true and correct copy of a resolution passed and adopted by the County Board of Commissioners at a meeting held March 19, 2024, as recorded in the record of proceedings.

Becker County Auditor-Treasurer

MEH/mco

SEAL

RESOLUTION NO. 03-24-2G

MINNESOTA LAWFUL GAMBLING RESOLUTION

RESOLVED, the Becker County Board of County Commissioners agree to approve the Gambling Application for Exempt Permit to conduct Gambling by the Detroit Lakes Lions Club, for Bingo at Meadow Lake Campsite, 25809 Meadow Lake Rd, Detroit Lakes, MN 56501, in Lakeview Township on August 17, 2024.

Duly adopted at Detroit Lakes, Minnesota, this 19th day of March 2024.

ATTEST:

COUNTY BOARD OF COMMISSIONERS

John Okeson
Chair

State of Minnesota)
County of Becker)

I, the undersigned, being the duly elected, qualified and Auditor-Treasurer for the County of Becker, State of Minnesota, do hereby certify that the foregoing is true and correct copy of a resolution passed and adopted by the County Board of Commissioners at a meeting held March 19, 2024, as recorded in the record of proceedings.

Becker County Auditor-Treasurer

MEH/mco

SEAL

RESOLUTION NO. 03-24-2H

MINNESOTA LAWFUL GAMBLING RESOLUTION

RESOLVED, the Becker County Board of County Commissioners agree to approve the Gambling Application for Exempt Permit to conduct Gambling by the Detroit Lakes Lions Club, for Bingo at Meadow Lake Campsite, 25809 Meadow Lake Rd, Detroit Lakes, MN 56501, in Lakeview Township on August 31, 2024.

Duly adopted at Detroit Lakes, Minnesota, this 19th day of March 2024.

ATTEST:

COUNTY BOARD OF COMMISSIONERS

John Okeson
Chair

State of Minnesota)
County of Becker)

I, the undersigned, being the duly elected, qualified and Auditor-Treasurer for the County of Becker, State of Minnesota, do hereby certify that the foregoing is true and correct copy of a resolution passed and adopted by the County Board of Commissioners at a meeting held March 19, 2024, as recorded in the record of proceedings.

Becker County Auditor-Treasurer

MEH/mco

SEAL

RESOLUTION NO. 03-24-21



BECKER COUNTY

IT Department

915 Lake Avenue • Detroit Lakes, MN 56501

218-846-7230

MEMORANDUM FOR ACTION

March 19, 2024

SUBJECT: Computer order

THROUGH: IT Department, Courthouse Committee and Finance Committee

TO: Becker County Commission

1. References:

- a. Desktop computer quote from NOW MICRO MN State Pricing
- b. Laptop computer quote from NOW MICRO MN State Pricing

2. Discussion: New computer purchases

- a. Replace 23 desktops \$900 = \$20,700
- b. Replace 36 laptops \$1400 = \$50,400
- c. Miscellaneous power adapters and docks for laptops \$5200
- d. Total \$76,300

3. Funding

- a. IT will fund the 23 desktops, 36 laptops, and miscellaneous power adapters in the capital equipment fund for 2023

4. Action – recommend ordering all Laptops and Desktops through NOWMICRO

5. The point of contact for this is Judy Dodd, IT Director, 218-846-7200 X7332



COUNTY OF BECKER

Economic Development Authority

915 Lake Ave., Detroit Lakes, MN 56501

telephone: 218-846-7330

Website: www.co.becker.mn.us

MEMORANDUM

DATE: 3-19-2024
TO: Becker County Board
FROM: Cody Piper, EDA Specialist
RE: Minnesota City Participation Program

Minnesota Housing manages the Minnesota City Participation Program (MCP), which uses the Tax Exempt Bond Housing Pool Allocation authorized by the Office of Minnesota Management and Budget (MMB) to enable communities throughout the state to efficiently provide first-time homebuyer loans in their community without the administrative burden of running their own bond program. The first-time homebuyers access the program through their local lenders and have access to downpayment and closing cost assistance if needed.

The MN City Participation Program (MCP) is a recurring application and Agreement that must be signed by the County (EDA/Administrator) each year to received ongoing funding for this important source of financial housing assistance for providing for homeownership within our County. There is no risk or cost to the County and the only requirement is a minimum usage rate of 50% for continued participation.

Last year the County (participating local lenders administer the program) was provided with \$630,004 from Minnesota Housing and utilized \$1,893,496 (301% use of funds) which met the required usage test so the County was eligible to participate in the program in 2024.

The EDA resubmitted approval for the MCP Application and Agreement to MHFA for 2024 and was approved. The 2024 allocation amount is \$646,455 slightly up from the prior year with expectations to see this program continue to be utilized for assisting first-time homebuyers attain ownership.



COUNTY OF BECKER

Economic Development Authority

915 Lake Ave., Detroit Lakes, MN 56501

telephone: 218-846-7330

Website: www.co.becker.mn.us

MEMORANDUM

DATE: 3-19-2024
TO: Becker County Board
FROM: Cody Piper, EDA Specialist
RE: Economic Futures Workshop – U of M Extension

Action:

EDA staff is requesting Board support for EDA to host workshop and use of County facilities for event.

PROPOSAL:

UNDERSTANDING AND PRIORITIZING ECONOMIC DEVELOPMENT STRATEGIES –AN ECONOMIC FUTURES WORKSHOP (Proposal subject to change)

PROJECT OVERVIEW

The economy of Becker County is growing! This workshop provides an opportunity to channel growth, establish priorities for economic development, and identify opportunities for allocating resources efficiently. The Economic Development Authority (EDA) of Becker County, in partnership with community leaders, will invite a representative group of the community to articulate goals and prioritize strategies for economic development. The University of Minnesota Department of Community Development will prepare a summary report of the county's current economic conditions and use that report to facilitate the dialogue with the community.

EXPECTED PROJECT OUTCOMES

The expected outcomes from this project include:

- A strengthened awareness of the local economy.
- Consensus among EDA members on strategic priorities.
- Identification of activities and initiatives that align with the strategic priorities selected.
- Identification of further programming needs

EXTENSION'S ROLE AND DELIVERABLES

The University of Minnesota Department of Community Development will commit to the following:

- Gather the data and prepare a presentation describing the current economic profile of the County.
- Facilitate a dialogue with the community based on data analysis and presentation.

- Prepare a survey to gather post-event feedback from attendees.
- Prepare a summary product detailing the data, key outcomes and lessons learned from the discussion.

CLIENT ROLES AND RESPONSIBILITIES

The Becker County EDA and its designated working group will commit to:

- **Inviting the community.** For a successful program, we suggest gathering a diverse group of around 20 to 30 people from the community to explore challenges, opportunities, and potential solutions collaboratively. The full participation of EDA members is also expected, and in the case of Becker County, we think it is important to invite one or more members of the County's tribal nations.
- **Providing logistics.** The EDA shall promote the event, draft the program agenda, establish a date, location, transportation (if necessary), facilities, equipment, and technical support, set up registration/check-in desks, offer refreshments, and plan a pre-event briefing.
- **Collaborating in the Evaluation and Follow-up process.** For EDA Center funding and evaluation purposes, we would ask the EDA to document the event with attendance lists, curated photos and videos, if possible, and offer post-event feedback to be included in our evaluation reports.

EXPECTED TIME FRAME (Unofficial)

- **February/March 2024:** Meet promptly with the Becker EDA to review and confirm the project's approach and expected outcomes.
- **March/April:** Extension's internal data gathering and presentation preparation.
- **May:** In-person retreat and community dialogue and discussion of the area's economy (current economic drivers, industry dynamics, competitive strengths, and other factors influencing development).
- **May/Jun:** Meet with the EDA to present a summary report of the outcomes of the facilitated community engagement, prioritize strategies for the County, and discuss further Extension programming needs.
- **Into the future.** We would also recommend a longer-term evaluation of ripple effects resulting from this engagement, 6 months to one year after the event and farther.



BECKER COUNTY

Land Use Department

915 Lake Avenue • Detroit Lakes, MN 56501
218-846-7310

MEMORANDUM FOR ACTION

Date: March 19th, 2024

SUBJECT: ATV Ordinance #21

TO: Becker County Board of Commissioners

1. **Discussion:** The Land Use Department is seeking approval to allow Class One ATVs to travel on the extreme right-hand side of County Road 38 from the Balmi Cemetary Road into the City of Wolf Lake. Currently Minnesota Statute 84.928 Subdivision 1 generally restricts class one ATVs from using the roadway, shoulder, and inside bank or slope of the county state-aid or county highway. Wolf Lake Township and the City of Wolf Lake have no opposition to this ATV ordinance. When future requests come forth by ATV clubs to add or remove travel segments on state-aid or county highways they'll need to submit an ATV Corridor application permit to county committee(s) for review and acceptance before adding it to the ordinance.

2. **Costs:** Public Notices in Paper, Parks and Rec Fund.

3. **Action request:** Approve ATV Ordinance #21, effective immediately.

4. The point of contact for this memorandum is Steve Skoog/Mitch Lundeen

Distribution: Board of Commissioners, County Engineer, Sheriff

Becker County Ordinance # 21

MANAGEMENT OF ALL TERRAIN VEHICLES IN PUBLIC RIGHT-OF-WAY OF ALL COUNTY ROADS WITHIN
THE COUNTY'S JURISDICTION

Article 1 Statutory Authority

1. Minnesota Statutes 84.92 84.928 regulate the operation of all-terrain vehicles, including the operation of all-terrain vehicles within public road rights of way.
2. Minnesota Statute 84.928 Subdivision 1 generally restricts Class 1 all- terrain vehicles from using the roadway, shoulder, and inside bank or slope of a county state-aid or county highway.
3. Minnesota Statute 84.928 Subdivision I (k) authorizes a County Board by ordinance to allow the operation of all-terrain vehicles on a public road or street to access businesses and residences and to make trail connections.
4. Minnesota Statute 84.928 Subdivision Ia(h) authorizes a road authority by permit to designate corridor access trails on public road right of way for purposes of accessing established all-terrain vehicle trails.
5. Minnesota Statute 84.928 Subdivision 6(c) authorizes a County Board by ordinance to allow the operation of all-terrain vehicles on the road shoulder and inside bank or slope of the county state-aid or county highway if safe operation in the ditch or outside slope is impossible.

Article 2 Purpose and Intent

The purpose and intent of this ordinance is as follows:

1. Pursuant to Minnesota Statute 84.928 Subdivision 6(c), to allow the legal use of class I all-terrain vehicles on the extreme right hand side of all gravel- surfaced county highways for the purpose of enhanced all-terrain vehicle operator safety and to prevent damage to road ditches and slopes.
2. Pursuant to Minnesota Statute 84.928 Subdivision I (k), to allow the legal use of class I all-terrain vehicles on the extreme right hand side of the road and shoulder of specific county highways for the purpose of accessing businesses such as food and fuel.
3. Pursuant to Minnesota Statute 82.928 Subdivision I a(h), to allow for a corridor access permit process to allow the legal use of class 1 all-terrain vehicles on the extreme right hand side of specific county highways for the purpose of accessing established ATV trails.

Article 3 Definitions

The following definitions apply to this ordinance:

1. County means the County of Becker, Minnesota.
2. County Highways means county state aid highways, county roads and unorganized town roads under the jurisdiction of Becker County.
3. Gravel-surfaced County Highway means those that have a full-width driving surface consisting only of loose aggregate material.
4. Paved County Highways means those that consist of paved traffic lanes and paved and/or gravel surfaced shoulders.

5. ATV Club shall mean an organization which meets the following criteria.
 - a. A non-profit organization duly organized under the laws of the State of Minnesota and recognized by the Minnesota Secretary of State.
 - b. Has adopted by-laws, including the election of officers such as President, Vice President, Secretary and Treasurer.
 - c. Is a member, in good standing, of the ATV Association of Minnesota.
 - d. Has a current Club Trail Agreement with Becker County and a current Certificate of Insurance on file as required by the agreement

Article 4 Operation

1. Class 1 all-terrain vehicles may be operated on the extreme right hand side of all gravel-surfaced county highways. Operation shall be in compliance with the regulations contained in Article 6 of this Ordinance.
2. Class 1 all-terrain vehicles may be operated on the extreme right hand side of the traffic lane on the following segments of paved county highways for the purpose of avoiding wetlands or sensitive areas and for accessing businesses such as food and fuel. Operation shall be in compliance with the regulations contained in Article 6 of this Ordinance.
 - a. Intersection of Balmi Cemetery Rd and County Highway 38 into the City of Wolf Lake
3. Operation of class 1 all-terrain vehicles on all other paved county highways shall remain as restricted as in Minnesota Statute 84.928 Subdivision 1.
4. Segments of class 1 all-terrain vehicles operations may be amended as needed by the County Board of Commissioners as Corridor Access Permits are sought for.

Article 5 Corridor Access Permit

A Corridor Access Permit Process is available under this Ordinance to allow legal all-terrain vehicle operation on the traffic lanes of specific paved county highways.

1. The applicant for this permit must be made by an ATV Club. Permit application forms are available at the Becker County Highway Department.
2. The city council or township board(s) in which the corridor is located must support all-terrain vehicles using the specific county highways. A resolution of support shall be included with the application.
3. Operation on approved corridor access routes shall be in compliance with the regulations contained in Article 6 of this Ordinance.
4. The Becker County Natural Resources and/or Highway Committee shall make a recommendation to the Becker County Board of Commissioners for approval or denial of permit application requests.
5. Signage shall be approved by the Becker County Highway Department to indicate the location of corridor access permit areas.
6. Permits may be revoked by the Becker County Board of Commissioners at any time.

Article 6 Operation Regulations

For operation of Class 1 all-terrain vehicles under this Ordinance, the following regulations shall apply:

1. The maximum speed of operation shall be 25 miles per hour.
2. Direction of travel shall be in the same direction as vehicular traffic.
3. Left turns may be made from any part of the road if it is safe to do so under the prevailing conditions.
4. Operation shall not result in the spinning of tires or displacement of aggregate or soil material
5. Groups of riders shall be in single-file formation.
6. Hours of operation shall be limited to 1/2 hour before sunrise to 1/2 hour after sunset.
7. A person 12 years of age but less than 16 years must possess a valid all- terrain safety certificate issued by the commissioner of natural resources and must be accompanied by a person 18 year of age or older who is in possession of a valid driver's license.

Article 7 Prohibitions and Enforcement

1. It shall be unlawful for any person to violate any of the provisions of this Ordinance, or to fail, resist, or refuse to comply with the provisions of this Ordinance.
2. It shall be unlawful for the owner of an ATV, or any person, to allow, permit, or require the operation of such vehicle by another in any manner that would be in violation of this Ordinance.
3. Penalty
 - a. Any person found to have violated this Ordinance, is guilty of a misdemeanor, punishable by up to a \$1,000 fine and/or 90 days in jail.
 - b. Any person who refuses or fails to comply with the Order of the County Sheriff is guilty of a misdemeanor, punishable by up to a \$1,000 fine and/or 90 days in jail.
 - c. Any person who violates, disobeys, omits, neglects, or refuses to comply with, or resists the enforcement of any provisions of this Ordinance shall be guilty of a misdemeanor, punishable by up to a \$1000 fine and/or 90 days in jail.
4. The Becker County Attorney's Office shall have the authority to prosecute any and all violations of this Ordinance.

Article 8 Interpretation

In their interpretation and application, the provisions of this Ordinance shall be held to be minimum requirements and shall be liberally construed in favor of the governing body and shall not be deemed a limitation or repeal of any other powers granted by Minnesota Statutes.

Article 9 Incorporation

This Ordinance expressly adopts and incorporates the provisions of Minnesota Statutes sections 84.92 to 84.928. When the provisions of this Ordinance impose greater restrictions than those of any other statute, ordinance, rule, or regulation, the provisions of this Ordinance shall be controlling. Where the provisions of any other statute, ordinance, rule, or regulation impose greater restrictions than this Ordinance, the provision of such statute, ordinance, rule, or regulation shall be controlling.

Article 10 Severability

If any article, section, clause, provision, or portion of this Ordinance is adjudged unconstitutional, void, unenforceable, or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected hereby.

Article 11 Effective Date

This Ordinance shall be effective and enforceable on March 19, 2024, and shall be published in the official newspaper(s) of Becker County as provided by Minnesota Statutes.

Article 12 Adoption of Ordinance

Passed by the County Board of Commissioners this _____ day of, 2024.

Board
Chair:

X

Attest: Becker County Board Chair

Approved

X

County Administrator

X

Becker County Attorney

Attorney:

Becker County Highway

1771 North Tower Road
Detroit Lakes, MN 56501

Highway Dept. Phone: 218-847-0099

ATV CORRIDOR ACCESS PERMIT FOR OPERATION ON SPECIFIC PAVED ROUTES

Name of ATV Club: _____

Contact Information

Name: _____

Address: _____

Phone Number: _____

E-mail: _____

Describe the requested route proposed and attach a map or diagram: _____

Describe why a permit should be issued for this route and provide any supporting documents or information:

The Applicant must be made by an ATV club and meet all requirements from Article 3.5 on the **Becker County ATV Ordinance**.

The Applicant must provide resolutions of support from all cities and townships involved.

The Applicant agrees to comply with all permit regulations on the **Becker County ATV Ordinance**.

I, We, the undersigned, herewith accept the terms and conditions of the permit and agree to fully comply therewith to the satisfaction of the Becker County Engineer's Office.

Signature: _____ Date: _____

Highway/NRM Committee Recommendation: ☐ Approve ☐ Not Approve

Supporting comments:

Signature: _____ Date: _____

Becker County Board: ☐ Approve ☐ Not Approve

Authorized County Board Signature _____ Date: _____



City of Wolf Lake, Minnesota

122 West Johnson Street
PO Box 5
Wolf Lake, MN 56593

Phone 218-538-6528
Email wolflake@wcta.net

December 5, 2023

Woods and Wheels
c/o Todd Olcott
18410 324th Ave
Detroit Lakes MN 56501

RE: Trailhead and use of Hwy 38 (Wolf Lake)

Wolf Lake City Council approved at the November 14, 2023 council meeting the use of County Highway 38 coming into and going out of Wolf Lake and would include an ATV ordinance so smaller ATV's can also use Hwy 38. Also designated the location of the trail head north of the Wolf Lake city dumpsters area for parking vehicles, trailers, ATV's.

A handwritten signature in black ink, appearing to read "Debra Nerud".

Debra Nerud
City Clerk



Balmi Cemetery Road

CO HWY 38

Wolf Lake

City Of Wolf Lake

N

0 0.13 0.25 0.5 Miles

Wolf Lake Township
47782 186th Street
Frazee, MN 56544

Woods & Wheels ATV Club
P.O. Box 144
Detroit Lakes, MN 56502


We the supervisors of Wolf Lake Township approve the right of way use of 250 yards of the Balmi Cemetery Road, under the stipulation that the Woods & Wheels ATV Club contributes to the maintenance of the road. We don't want any damage to the road. We want it used with respect.

Because there is the Balmi Cemetery on that road we want the trail riders to use respect if there is a funeral procession using the road.

Any disrespect of this road will nullify this agreement. We have the right to review this agreement at any time if any issues arise.

Sincerely,


Harry Aho, Chairman


Roger Boyce, Supervisor


Mike Chapman, Supervisor

Capital Improvement Expenditure Request Form



Date Requested: 3/19/2024

Department: Land Use/Environmental Services

Department Head: Steve Skoog

EXPLANATION OF THE REQUEST

Purpose/Need: permission to apply for Statewide Recycling Market Development Grant to expand the processing capacity of the sort line in the Becker County MRF. This grant request would be for \$850,000. There is \$4,800,000 appropriated for this grant round by the MPCA.

REQUEST AMOUNT: \$ \$1,134,605

Savings Achieved (Dollar Amount/Time/ Efficiency): This upgrade would allow Becker County to become a regional processing facility of comingled recyclables by automating the removal of glass and fines, and paper from the single stream recyclables. It would increase the throughput capacity from approximately 1/ton per hour (tph) to 6+ tph.

Are There Sufficient Funds In Your Budget?

Yes ☐ No ☐

Is this included in your department's 5-Year Capital Improvement Plan?

Yes ☒ No ☐

Please explain further, if necessary: The maximum grant request is for up to \$850,000 and would require a 20% local match in dollars or in-kind contribution. This upgrade would include a fiber screen (to remove paper) and fiber sort line, glass breaker, and conveyors.

Action Taken (*If different than request*): Click or tap here to enter text.

Date Request Completed: Click or tap to enter a date.

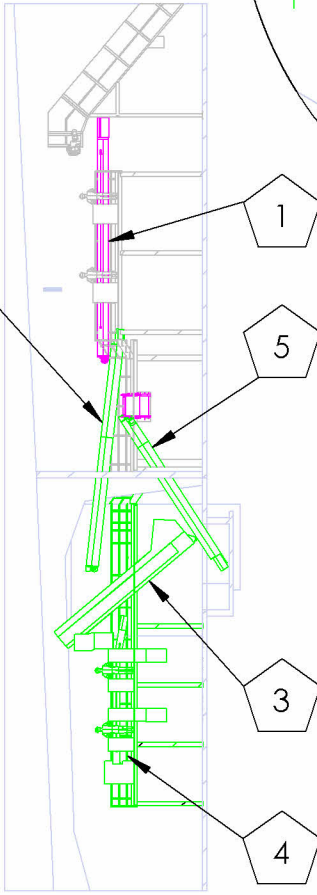
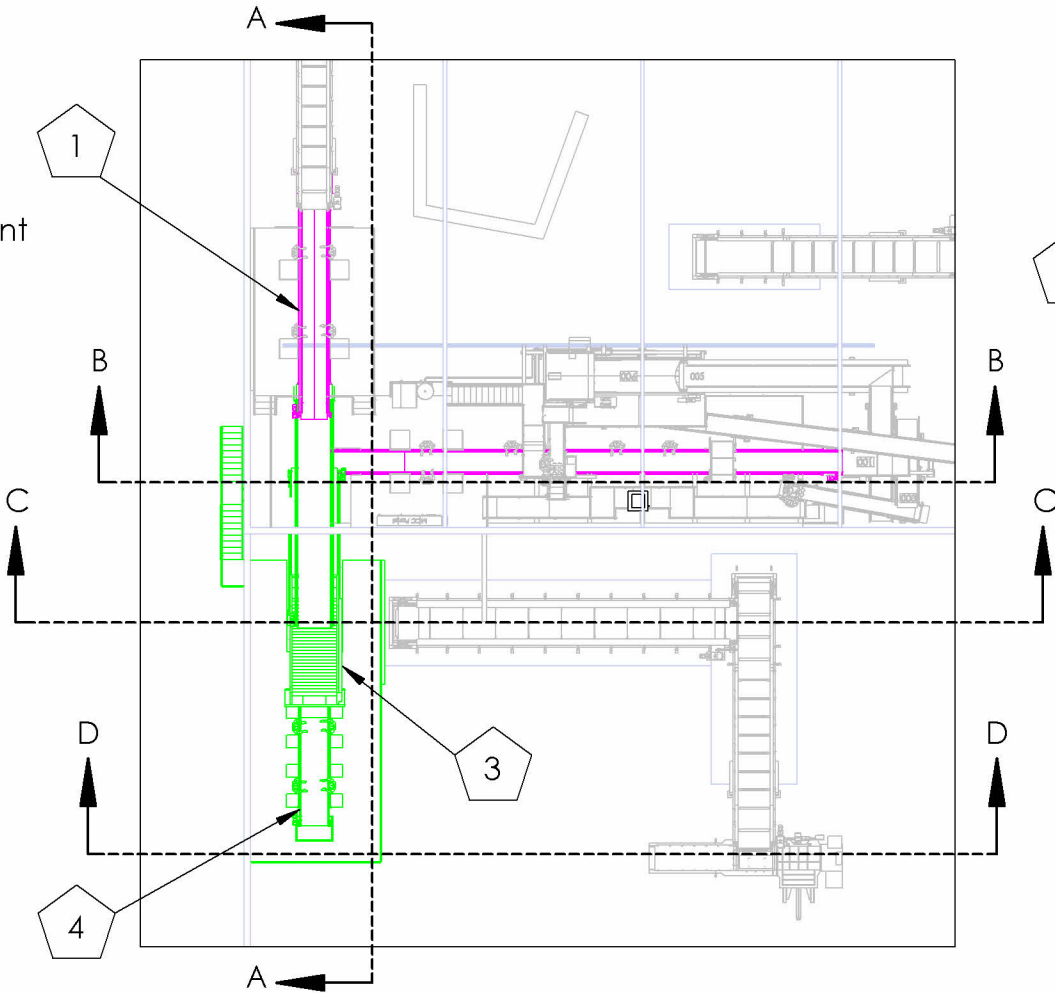
* This form must be completed and sent to the County Administrator for any request of Capital Improvement Purchase.

SCOPE:

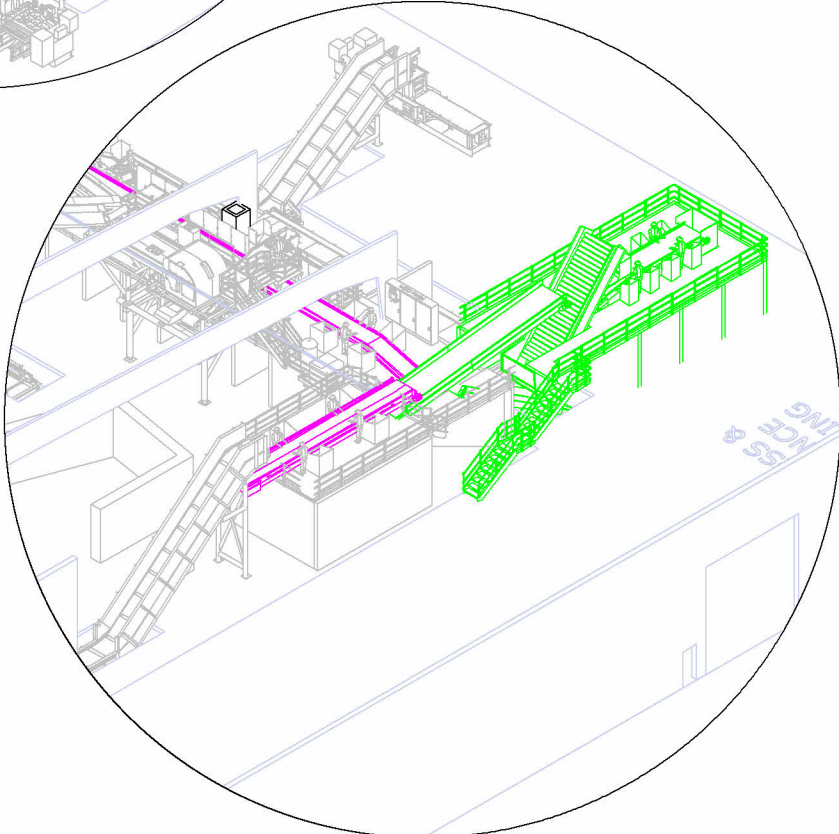
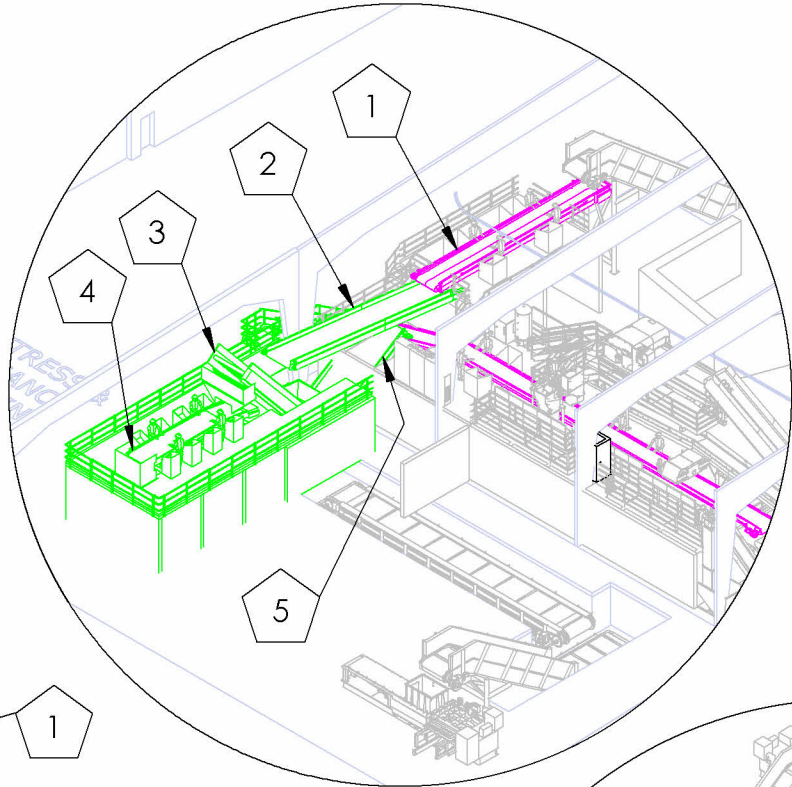
- 1 Shorten existing Presort Conveyor 5'. Lengthen existing Conveyor after presort 5'.
- 2 Provide and install (1) new Conveyor after Pre-Sort.
- 3 Provide and install (1) refurbished 3 deck Paper Screen.
- 4 Provide and install (1) new Fiber QC Conveyor, including (1) new Fiber Sorting platform with (6) QC stations push thru bunkers.
- 5 Provide and install (1) new Conveyor for Fiber Screen unders, to Container Line.

COLOR LEGEND:

- Existing Equipment
- New Equipment
- Modified Equipment



SECTION A-A




Customer Approval:

Name: _____ Date: _____

[] Approved

[] Approved With Notes: _____

[] Not Approved

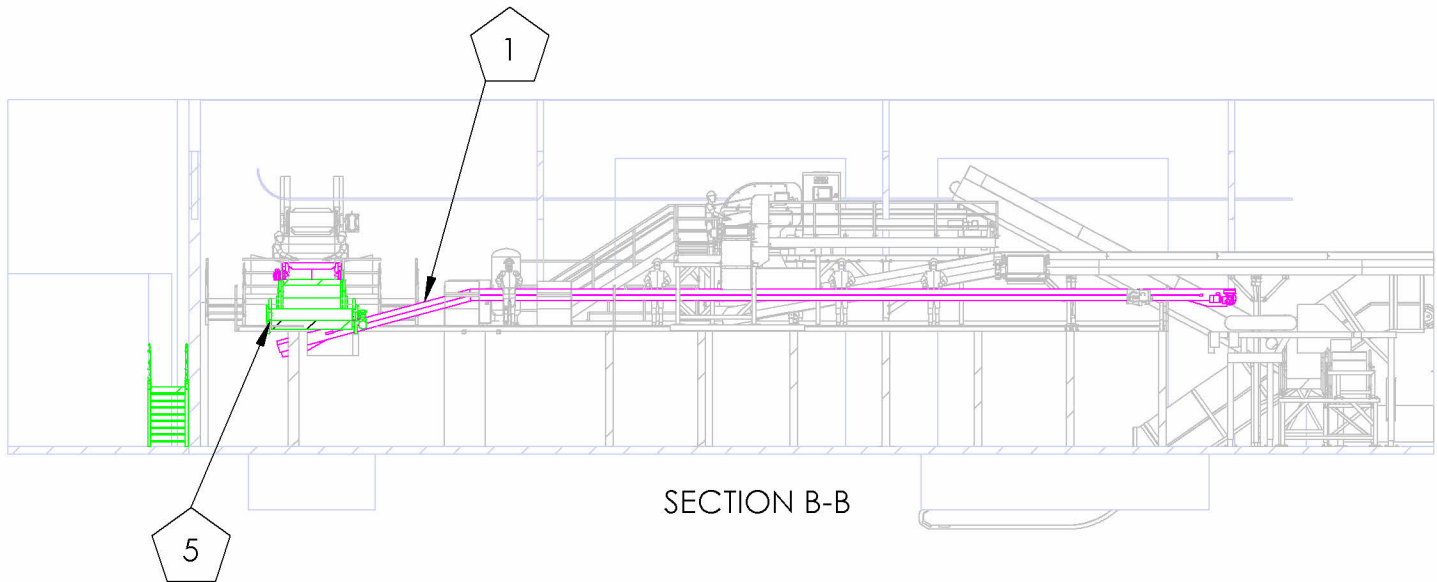
 <small>NOTICE OF CONFIDENTIALITY: THIS DRAWING IS THE PROPERTY OF TITUS INC. AND IS LOANED SUBJECT TO THE CONDITION THAT IT SHALL NOT BE REPRODUCED, COPIED, LOANED, OR OTHERWISE DISPOSED OF, DIRECTLY OR INDIRECTLY, IF SHALL BE USED AS A MEANS OF REFERENCE TO WORK FURNISHED BY THIS COMPANY ONLY AND IS NOT TO BE SUBMITTED TO OUTSIDE PARTIES FOR EXAMINATION WITHOUT OUR WRITTEN CONSENT.</small>	NAME	DATE	UNLESS OTHERWISE SPECIFIED:		PROJECT: BECKER COUNTY			
	DESIGNER	N REEFF	12/14/2023	DIMENSIONS ARE IN INCHES TOLERANCES: FRACTIONAL ± ANGULAR: MACH ± TWO PLACE DECIMAL ± THREE PLACE DECIMAL ±		TITLE: FIBER LINE UPGRADE CUSTOMER APPROVAL		
	DRAFTER	N REEFF	12/14/2023	MATERIAL:		SIZE B	DWG. NO. BKRC-FIBER LINE UPGRADE- CUST APPROVAL_121223-	REV 2
	ENG APPR.			FINISH:				
	MFG APPR.			THIRD ANGLE PROJECTION				
	Q.A.							

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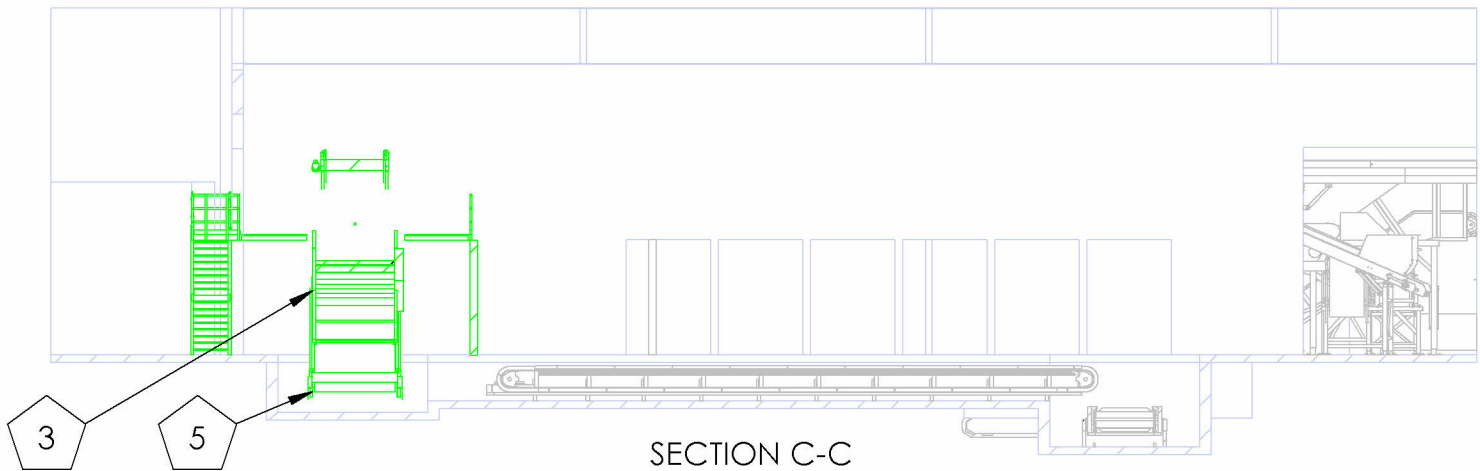
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B

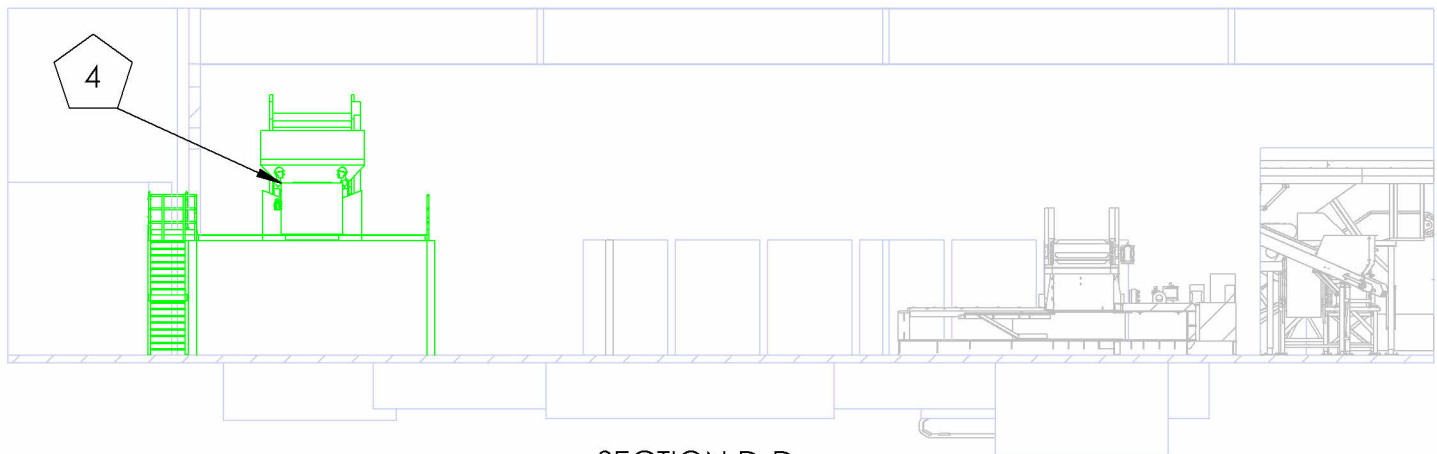
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SECTION B-B




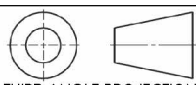
SECTION C-C



SECTION D-D

A

A

	NAME		DATE	UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN INCHES TOLERANCES: FRACTIONAL $\pm 1/16"$ ANGULAR: $\pm 0.5^\circ$ TWO PLACE DECIMAL ± 0.05 THREE PLACE DECIMAL ± 0.005	PROJECT: BECKER COUNTY		
	DESIGNER		N REEFF		TITLE: FIBER LINE UPGRADE SECTIONS B-D		
	DRAFTER		N REEFF				
	ENG APPR.			12/14/2023	MATERIAL:		
	MFG APPR.						
NOTICE OF CONFIDENTIALITY: THIS DRAWING IS THE PROPERTY OF TITUS INC. AND IS LOANED SUBJECT TO THE CONDITION THAT IT SHALL NOT BE REPRODUCED, COPIED, LOANED OR OTHERWISE DISPOSED OF, DIRECTLY OR INDIRECTLY, IT SHALL BE USED AS A MEANS OF REFERENCE TO WORK FURNISHED BY THIS COMPANY ONLY AND IS NOT TO BE SUBMITTED TO OUTSIDE PARTIES FOR EXAMINATION WITHOUT OUR WRITTEN CONSENT.		Q.A.			FINISH:		
					 THIRD ANGLE PROJECTION		
					SCALE: 1:200		
					WEIGHT		
					SHEET 2 OF 2		

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FINAL SUMMARY AND VERIFICATION OF CONTRACT COSTS

PROJECT NUMBERS: SAP 003-622-036

LOCATION: West Lake Drive – CSAH 6 to Legion Road

CONTRACTOR: C & L Excavating

PROJECT DESCRIPTION: Watermain, Storm Sewer, Grading, Aggregate Base, Concrete Curb & Gutter, Bituminous Paving and Multi-Use Trail

LETTING DATE: June 20, 2022 FINAL COMPLETION DATE: July 29, 2023


Engineer's Estimate	Contract Amount	Final Cost
\$5,028,250.00	\$5,071,254.50	\$5,120,532.42

Explanation of cost variance between Engineer's Estimate and Contract Amount:

Negligible difference.

Explanation of cost variance between Contract Amount and Final Cost:

Change orders for additional silt fence, temporary mailbox supports, additional manholes required and traffic control revisions.


Becker County Engineer

3-11-24
Dated



BECKER COUNTY HIGHWAY DEPARTMENT
1771 NORTH TOWER ROAD
DETROIT LAKES, MN 56501
OFFICE: 218-847-4463

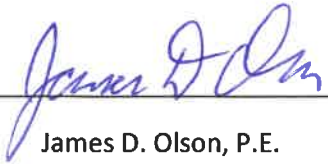
JAMES OLSON, P.E.
COUNTY ENGINEER
BRIAN SHEPARD
CONSTRUCTION MANAGER
JONA JACOBSON
MAINTENANCE SUPERINTENDENT
ANGELA LEFEBVRE
ACCOUNTANT

BECKER COUNTY ENGINEER
CONSTRUCTION IMPROVEMENT PROJECT
CERTIFICATE OF PERFORMANCE

Project Number: Project SAP 003-622-036
West Lake Drive from CSAH 6 to Legion Road
Name of Contractor: C & L Excavating
Type of Work: Watermain, Storm Sewer, Grading, Aggregate Base,
Concrete Curb & Gutter, Bituminous Paving and Multi-
Use Trail
Total Value of Work: \$5,120,532.42
Contract Amount: \$5,071,254.50

I HEREBY CERTIFY to the Board of Commissioners of Becker County: That as the duly appointed Becker County Engineer I have been in charge of the work required by the above described contract in accordance with Minnesota Statute § 163.07; That all of such work required by the contract has been satisfactorily performed and the contract has been completed; That the entire amount of work shown above, and on the Final Contract Voucher, has been performed, measured by, and in accordance with and pursuant to the terms of said contract.

Date: 3-11-24

Signature: 

James D. Olson, P.E.

Becker County Engineer

Registered Prof. Eng. No. 41294

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 03-24-2C

**Final Acceptance Project
SAP 003-622-039 & SAP 003-606-019
West Lake Drive-Phase 2**

WHEREAS, Project Number, SAP 003-622-039 West Lake Drive Phase 2 from the Pelican River to CSAH 6 and SAP 003-606-019, consisting of Street and utility reconstruction, contracted with Hough, Inc of Detroit Lakes, MN, previously adopted by the County Board, has in all things been completed in accordance with and pursuant to the terms of the contract, and the County Board being fully advised in the premises thereof;

WHEREAS, Becker County and the City of Detroit Lakes have coordinated this project jointly.

NOW THEREFORE BE IT RESOLVED. That the Board of County Commissioners of Becker County, Minnesota, accepts said completed project and authorizes final payment in the amount of \$79,616.61, prepared and processed along with the City of Detroit Lakes and Becker County.

Duly adopted this 19th day of March 2024, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith
Carrie Smith
Interim County Administrator

/s/ John Okeson
John Okeson
Board Chair

State of Minnesota)
) ss
County of Becker)

I, the undersigned being the duly appointed and qualified Interim County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held March 19, 2024, as recorded in the record of proceedings.

Carrie Smith, Interim County Administrator

**FINAL SUMMARY AND VERIFICATION
OF CONTRACT COSTS**

PROJECT NUMBERS: SAP 003-622-039 & SAP 003-606-019

LOCATION: West Lake Drive – Pelican River to CSAH 6

CONTRACTOR: Hough, Inc

PROJECT DESCRIPTION: Street & Utility Reconstruction

LETTING DATE: May 2, 2022 FINAL COMPLETION DATE: June 30, 2023


Engineer's Estimate	Contract Amount	Final Cost
\$3,294,452.92	\$3,393,286.51	\$3,446,558.88

Explanation of cost variance between Engineer's Estimate and Contract Amount:

Limited bidders available.

Explanation of cost variance between Contract Amount and Final Cost:

Additional costs related to air release manhole required and subgrade correction due to poor soils.


Becker County Engineer

3-11-24
Dated



BECKER COUNTY HIGHWAY DEPARTMENT
1771 NORTH TOWER ROAD
DETROIT LAKES, MN 56501
OFFICE: 218-847-4463

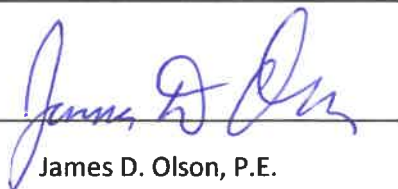
JAMES OLSON, P.E.
COUNTY ENGINEER
BRIAN SHEPARD
CONSTRUCTION MANAGER
JONA JACOBSON
MAINTENANCE SUPERINTENDENT
ANGELA LEFEBVRE
ACCOUNTANT

BECKER COUNTY ENGINEER
CONSTRUCTION IMPROVEMENT PROJECT
CERTIFICATE OF PERFORMANCE

Project Number: SAP 003-622-039 & SAP 003-606-019
West Lake Drive from Pelican River to CSAH 6
Name of Contractor: Hough, Inc
Type of Work: Street & Utility Reconstruction
Total Value of Work: \$3,446,558.88
Contract Amount: \$3,393,286.51

I HEREBY CERTIFY to the Board of Commissioners of Becker County: That as the duly appointed Becker County Engineer I have been in charge of the work required by the above described contract in accordance with Minnesota Statute § 163.07; That all of such work required by the contract has been satisfactorily performed and the contract has been completed; That the entire amount of work shown above, and on the Final Contract Voucher, has been performed, measured by, and in accordance with and pursuant to the terms of said contract.

Date: 3-11-24

Signature: 
James D. Olson, P.E.

Becker County Engineer

Registered Prof. Eng. No. 41294

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 03-24-2D

Bid Award

Project SAP 003-642-005, SAP 003-644-012, SAP 003-647-011

WHEREAS, a bid in the amount of \$4,071,867.02 from Mark Sand & Gravel Company of Fergus Falls, MN was the low bid received in the bid letting on March 14, 2024 for Milling, Bituminous Surfacing & Aggregate Shouldering on CSAH 42 from CSAH 47 to E County Line; Reclaiming, Bituminous Surfacing & Aggregate Shouldering on CSAH 44 from 825' E of CSAH 46 to E County Line; Milling, Reclaiming, Bituminous Surfacing & Aggregate Shouldering on CSAH 47 from CSAH 40 to TH 34.

WHEREAS, the bid is considered reasonable and is 20.62% the engineer's estimate;

NOW THEREFORE BE IT RESOLVED that Becker County hereby award a contract to the low bidder, Mark Sand & Gravel Company.

BE IT FURTHER RESOLVED that the County Chairman and County Administrator are hereby authorized and directed, on behalf of Becker County to execute and enter into said contract.

Duly adopted this 19th day of March 2024, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith
Carrie Smith
Interim County Administrator

/s/ John Okeson
John Okeson
Board Chair

State of Minnesota)
) ss
County of Becker)

I, the undersigned being the duly appointed and qualified Interim County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held March 19, 2024, as recorded in the record of proceedings.

Carrie Smith, Interim County Administrator

BECKER COUNTY HIGHWAY DEPARTMENT
SAP 003-642-005, SAP 003-644-012 & SAP 003-647-011
BID TABULATION - BID OPENING MARCH 14, 2024

Contractor	Total	% Over/Under Estimate
Engineer's Estimate	\$5,129,453.80	
Mark Sand & Gravel Co.	\$4,071,867.02	20.62% UNDER
Anderson Brothers Construction Company of Brainerd	\$4,334,022.57	15.51% UNDER
Central Specialties Inc.	\$4,366,521.47	14.87% UNDER
R.J. Zavoral and Sons, Inc.	\$4,448,606.77	13.27% UNDER
Duininck, Inc.	\$5,027,619.52	1.99% UNDER
Knife River Materials-Northern Minnesota	\$5,290,154.99	3.13% OVER



BECKER COUNTY

HIGHWAY DEPARTMENT

1771 Tower Road • Detroit Lakes, MN 56501

218-847-4463

MEMORANDUM

Date: March 13, 2024

To: Becker County Board of Commissioners

From: Jim Olson, County Engineer

Subject: Monitoring Well Proposal approval

Background: When the underground fuel tanks were removed at the old Highway building site, soil contamination was discovered in some of the soil samples. As a result, the MPCA required us to perform a Limited Site Investigation to determine the extents of the contamination. Quotes were solicited from two contractors and a contract was awarded in September 2023 to Metco in the amount of \$12,736. The cost for this work is eligible for 90% reimbursement from the MPCA Petro Fund.

New boring samples were collected in December of last year and testing results were recently completed in February. Test results from one of the boring locations beneath the fuel island indicate that contamination has reached the ground water level. Since the soils at this location are mostly granular there is potential for movement of the contamination in the ground water. MPCA rules now require us to install monitoring wells to determine if there is or will be any movement of the contaminated ground water over a period of time.

Recommended Action: Approve the additional required work based on Metco's new proposal in the amount of \$37,277 and authorize the County Engineer to execute the new agreement for the needed professional services. These expenses are also eligible for 90% reimbursement.



Excellence through experience™

1601 Caledonia St., Ste C, La Crosse, WI 54603 ♦ 1-800-552-2932 ♦ Fax (608) 781-8893 ♦ Email: rona@metcofs.com ♦ www.metcofs.com

March 11, 2024

Jim Olson
Becker County Highway Department
1771 Tower Road
Detroit Lakes, MN 56501

Phone: 218-847-4463

Email: jim.olson@co.becker.mn.us

RE: Drilling and Groundwater Sampling Project for the Becker County Highway Department property located in Detroit Lakes, Minnesota.

This proposal has been prepared for you by Ron Anderson of METCO.

Per the results from the initial investigative work and feedback from the MPCA, METCO proposes the following work:

- 1) Install four monitoring wells to 20 feet bgs. Develop and survey the installed wells.
- 2) Collect two quarterly rounds of groundwater samples from the installed wells for laboratory analysis.
- 3) Dispose of Drill Cuttings.
- 4) Prepare a Remedial Investigation Report that includes all investigative work completed at this site.
- 5) Surface Water and Vapor Receptor Surveys.
- 6) Pursue Site Closure with the MPCA.
- 7) Prepare the Petrofund Reimbursement Applications.



Excellence through experience™

RE: Drilling and Groundwater Sampling Project for the Becker County Highway Department property located in Detroit Lakes, Minnesota.

Please note that none of the subcontractor costs have been marked up by METCO.

Prices are valid for 90 days from the proposal date.

Item Description	Amount
Project Management	\$680
Environmental Well Permit	\$1,136
Drum Disposal Management	\$404
Drilling Subcontractor	\$10,969
Laboratory Subcontractor	\$2,617
Waste Disposal Subcontractor (Drill Cuttings)	\$1,865
Travel, Mileage, Equipment, Per Diems, and Fieldwork	\$11,361
Surface Water/Vapor Receptor Surveys	\$170
Remedial Investigation Report	\$6,800
Equis Data Submittals	\$1,275
Total:	\$37,277



Excellence through experience™

RE: Drilling and Groundwater Sampling Project for the Becker County Highway Department property located in Detroit Lakes, Minnesota.

Liability

METCO's service shall be governed by the negligence standard for professional services, measured as of the times those services were rendered. METCO's liability to the client for any cause or combination of causes shall be, in the aggregate limited to liquidated damages in an amount equal to the fee earned under this agreement. METCO shall not be liable to the client for any special, indirect or consequential damages what-so-ever, unless caused by METCO's negligence, errors, omissions, strict liability, breach of contract or warranty.

The owner agrees to defend, indemnify and hold METCO harmless from any claim, liability or lawsuit filed against METCO by any third parties. As used herein, METCO includes any affiliated corporation, subcontractors, or any of their officers, directors, employees or their agents. METCO assumes no responsibility for unavoidable contamination caused by sub-surface sampling or other investigation conducted under the terms of this agreement. The client acknowledges that METCO has had no role in the generating, handling, treating, transporting or disposing of hazardous waste which maybe found on the project and is, therefore, not a "covered person" for purposes of CERCLA's 107(a).

Any written documents; including but not limited to reports, plans, assessments, etc.; are prepared for, and for the sole use of, the client and the contents thereof may not be used or relied upon by any person without express written consent and authorization of METCO.

As required by Wisconsin construction lien law, METCO hereby notifies owner that persons or companies furnishing labor or materials for the construction on owner's land may have lien rights on owner's land or buildings if not paid. Those entitled to lien rights, in addition to METCO, are those who contract directly with the owner or those who give the owner notice within 60 days after they first furnish labor or materials for construction. Accordingly, the owner probably will receive notice from those who furnish labor or materials for construction, and should give a copy of each notice received to mortgage lender, if any. METCO agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid.

Acceptance

This contract shall be billed to the party whose signature appears below ("Signer"). The person who signs this contract shall be responsible for payment. The signer agrees that the terms and conditions of this contract are based on State and Federal Laws in existence as of the date this contract. The client shall be responsible for actual costs above and beyond the contract costs that are incurred by METCO as a result of complying with changes in the laws during the course of this contract.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work and payment will be made as outlined above.

Proposal Date: March 11, 2024

Contract Amount: \$ 37,277

METCO Signature: 

Ronald J. Anderson PG
Senior Hydrogeologist/Project Manager

Authorized
Signature: _____

Date: _____

Print Name: _____

Closed Session – Motion to close the meeting pursuant to Minn. Stat. Section 13D.03 Subd. 1(b) The governing body of a public employer may by a majority vote in a public meeting decide to hold a closed meeting to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to sections 179A.01 to 179A.25.