AGENDA

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE
   A. Roll Call
   B. Approval of Minutes – Emergency Meeting – September 24, 2018
   C. Approval of Minutes – Regular Meeting – September 25, 2018
   D. Approval of Minutes – Work Session – October 2, 2018
   E. Approval of Agenda

II. PUBLIC HEALTH/NURSING: Deb Purfeerst
   A. Board Ratification Statement for PHDoc Maintenance & Support Agreement

III. HIGHWAY: Dennis Luebbe
   B. Adoption of Resolution #18-055/Establishing Parking Restrictions on Rice County State Aid Highway No. 1
   C. Final Payment for Contract #18-54/Fahrner Asphalt Sealers, LLC
   D. Final Payment for Contract #18-52/Scott Construction Inc.

IV. PARKS & FACILITIES: Jake Rysavy
   A. Award of Contract/Government Services Building - Addition & Renovation

V. PROPERTY TAX & ELECTIONS: Annette Peters
   1. Request to Set Hearing Date & Time for the Circle Lake Improvement District

VI. SHERIFF'S OFFICE: Troy Dunn
   A. Adoption of Resolution #18-054/2019 Toward Zero Death (TZD) Grant Agreement

VII. FINANCE : Paula O'Connell
   1. Professional Services Agreement Between MnCCC & Trimin Systems, Inc.

VIII. ADMINISTRATION: Sara Folsted
   A. Consent Agenda
      1. Extra Time/Over Time Report (9/14/2018)
      2. Payment of Bills
      3. Personnel Appointments

IX. ADJOURN (The Board may meet as a group for lunch)

SPECIAL NEEDS: If you require special services to attend or participate in a public meeting, please call the County's Administration Office at 507.332.6101 or e-mail sfolsted@co.rice.mn.us. TDD users can call 507.332.6248. Please call 24 hours before the meeting, if possible.
I. CALL TO ORDER
   A. Roll Call - The meeting was called to order by Commissioner Steve Bauer, Chairperson. Members present were: Gillen, Docken, Malecha, Miller and Bauer.
   B. Motion by Malecha, seconded by Gillen, to approve the agenda as presented.

   RESULT: Approved [Unanimous]
   AYES: Gillen, Malecha, Miller, Bauer, Docken

II. ADMINISTRATION: Sara Folstd
   A. Motion by Docken, seconded by Gillen, to approve Resolution #18-053 Continuance of Declaration of State of Emergency.

   RESULT: Approved [Unanimous]
   AYES: Gillen, Malecha, Miller, Bauer, Docken

III. ADJOURN
   Approved by the Rice County Board of Commissioners this ___ day of __________, 2018.

   RICE COUNTY BOARD OF
   COMMISSIONERS

   _____________________________
   Steve Bauer, Chairperson

   ATTEST:

   _____________________________
   Sara Folsted, County Administrator
I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

A. Roll Call - The meeting was called to order by Commissioner Steve Bauer, Chairperson. Members present were: Gillen, Docken, Malecha, Miller and Bauer.

B. Motion by Malecha, seconded by Miller, to approve the minutes of September 11, 2018.

RESULT: Approved [Unanimous]
AYES: Gillen, Malecha, Miller, Bauer, Docken

C. Motion by Gillen, seconded by Malecha, to approve the minutes of September 18, 2018.

RESULT: Approved [Unanimous]
AYES: Gillen, Malecha, Miller, Bauer, Docken

D. Motion by Docken, seconded by Miller, to approve the agenda as presented.

RESULT: Approved [Unanimous]
AYES: Gillen, Malecha, Miller, Bauer, Docken

II. ENVIRONMENTAL SERVICES: Julie Runkel

A. Motion by Docken, seconded by Gillen, to approve the Conditional Use Permit with the findings and conditions as recommended by the Planning Commission for Gerald & Katherine Rypkema. The property is located in Section 1 of Webster Township.

RESULT: Approved [Unanimous]
AYES: Gillen, Malecha, Miller, Bauer, Docken

B. Motion by Miller, seconded by Docken, to approve the Conditional Use Permit with the conditions and findings recommended by the Planning Commission for TruNorth Solar, on behalf of landowners Christopher Ludewig & Tammy McDonough. This property is located in Section 36 of Webster Township.

RESULT: Approved [Unanimous]
AYES: Gillen, Malecha, Miller, Bauer, Docken

C. Motion by Docken, seconded by Miller, to approve the Conditional Use Permit with the conditions and findings recommended by the Planning Commission for Chuck Beisner, on behalf of landowners Mark & Barbara Morris. This property is located in Section 27 of Morristown Township.

RESULT: Approved [Unanimous]
AYES: Gillen, Malecha, Miller, Bauer, Docken

D. Motion by Miller, seconded by Docken, to approve the Conditional Use Permit with the conditions and findings recommended by the Planning Commission for Chuck Beisner, on behalf of landowners Mark & Barbara Morris. This property is located in Section 27 of Morristown Township.
E. Motion by Docken, seconded by Gillen, to approve the Waiver of Plat with the conditions and findings recommended by the Planning Commission for Chris Kubes, on behalf of landowners Gilbert & Margaret Laurent. This property is located in Section 11 of Erin Township.

RESULT: Approved [Unanimous]
AYES: Gillen, Malecha, Miller, Bauer, Docken

F. Motion by Docken, seconded by Malecha, to deny the request to amend Section 508 of the Rice County Zoning Ordinance as requested by Raines.

RESULT: Approved [Unanimous]
AYES: Gillen, Malecha, Miller, Bauer, Docken

G. Motion by Malecha, seconded by Miller, to approve the recycling and waste reduction education agreement with River Bend Nature Center for 2018-2020.

RESULT: Approved [Unanimous]
AYES: Gillen, Malecha, Miller, Bauer, Docken

III. SOCIAL SERVICES: Mark Shaw

1. Motion by Malecha, seconded by Miller, to adopt Resolution 18-049 - Establish the Rice County Community and Justice Council.

RESULT: Adopted [Unanimous]
AYES: Gillen, Malecha, Miller, Bauer, Docken

IV. FINANCE: Paula O'Connell

1. Motion by Malecha, seconded by Docken, to adopt Resolution #18-051 - Setting Preliminary 2019 County and HRA Tax Levy.

RESULT: Adopted [Unanimous]
AYES: Gillen, Malecha, Miller, Bauer, Docken

2. Motion by Malecha, seconded by Gillen, to adopt Resolution #18-050 - PRELIMINARY ADOPTION OF THE 2018-2022 CAPITAL IMPROVEMENT PLAN (CIP) AND CALLING PUBLIC HEARING REGARDING THE CIP AND ISSUANCE OF CAPITAL IMPROVEMENT PLAN BONDS

RESULT: Adopted [Unanimous]
AYES: Gillen, Malecha, Miller, Bauer, Docken

V. ADMINISTRATION: Sara Folsted

A. Consent Agenda

Motion by Gillen, seconded by Docken, to approve the Consent Agenda as presented:

RESULT: Approved [Unanimous]

2. **Motion by Gillen, seconded by Docken, Payment of Bills**

   **RESULT:** Approved [Unanimous]

   Bills totaled $595,677.37 Claims over $2,000 as listed: Advanced Correctional Healthcare $6,672.15, Adventure Specialties $10,119.75, Braden & Messick $3,163, Stephen R Ecker $3,000, Grundhoefer & Ludescher $2,000, Guardian Fleet Safety $2,028.55, Metro Sales $2,487.96, Regents of The U of M $2,119.46, Rinke-Noonan $3,240, West Publishing $5,626.46, Ag Partners $19,688.44, Arrow Electric $13,263.87, I&S Group $42,575, Matejcek Implement $8,497.28, Metal Culverts $10,107.95, MN Department of Transportation $7,005.94, RCM Specialties $3,91.15, Ronco Engineering Sales $2,195.14, Smiths Mill Impl $2,712.54, Stonebrooke Engineering $7,235.80, Swanson Equipment $2,023.42, Waterford Oil Co $4,238.10, AmeriCare Mobility Van $6,501.50, DPS Transport $3,051.10, Rice County Soil & Water Cons $2,372.44, Robert & Rachel Blackwood $18,000, Community Co-Op $5,209.96, Dakota Wood Grinding $5,686, Dick’s Sanitation $19,016.49, Foth Infrastructure & Environment $2,558.05, Green Lights Recycling $2,106.05, I&S Group $3,325, Met-Con Construction Co $139,878.95, Momentum Enterprises $2,740, Rtvision $5,728.86, Ziegler Inc $127,589, Northfield Healthy Comm Initiative $24,395.66, Northfield Hospital + Clinics $4,000. Additional Social Service bills totaled $163,838.55. Claims over $2,000 as listed: Access On Time Companies $7,658, Alternative Resolutions $11,896.01, Carlson Counseling & Consulting $3,200, Cochran Recovery Services $4,727.70, Dept of Human Services Swift $23,384.81, Ronald Larson II $2,189.22, Laura Baker Services Assoc $7,861.60, Lssmn $2,563.08, McCoy Construction & Remodeling $15,000, Mccrossan Boys Ranch $11,075, MSOP-MN Sex Offender Program $14,453.75, Evangelina Amado Ortiz $2,906.73, Jennifer or Aaron Rothmeyer $2,613.34, Brett & Kelly Shepard $2,093.85, Village Ranch $5,692.40, Volunteers of America $14,615, Eric or Tamara Young $2,119.78, Zumbro Valley Health Center $4,135.45.

3. **Motion by Gillen, seconded by Docken, Personnel Appointments**

   **RESULT:** Approved [Unanimous]


VI. **ADJOURNMENT**

   Approved by the Rice County Board of Commissioners this ___ day of ________, 2018.

   RICE COUNTY BOARD OF

   COMMISSIONERS
ATTEST:

___________________________
Sara Folsted, County Administrator
I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE
   A. Roll Call
      The meeting was called to order by Commissioner Steve Bauer, Chairperson. Members present were: Gillen, Docken, Malecha, Miller and Bauer.

II. OUTSIDE AGENCY: MICA
   A. MICA Presentation

III. PROPERTY TAX & ELECTIONS: Annette Peters
   A. Discussion of the Petition for the Creation of Circle Lake Improvement District

IV. ADJOURNMENT
   Approved by the Rice County Board of Commissioners this ___ day of __________, 2018.

   RICE COUNTY BOARD OF
   COMMISSIONERS

   ____________________________
   Steve Bauer, Chairperson

   ATTEST:

   ____________________________
   Sara Folsted, County Administrator
AGENDA DATE: October 9, 2018

REQUEST BY: Deb Purfeerst, Public Health/Nursing

STATE ITEM OF BUSINESS:
Board Ratification Statement for PHDoc Maintenance & Support Agreement

BACKGROUND:
A similar ratification statement was signed by the Board February 2016. This statement indicates that the Board has ratified the PH-DOC Maintenance and Support Agreement between Conduent State & Local Solutions Inc. and the Minnesota Counties Computer Cooperative (MnCCC) on behalf of the CHS User Group. The agreement will be effective Jan 1, 2019 - December 31, 2021 with up to two automatic one year extensions, and includes contract terms and financial obligations regarding software, programming and support for the Public Health Department. The user group consists of 37 community health agencies in Minnesota.

FISCAL IMPACT:
The current annual Maintenance and Support agreement for 2018 is $810,714.68. The annual Maintenance and Support for 2019 is $835,846.83. If the hourly rate applies, the 2019 will be $160 plus the inflation amount plus 1%. Rice County Share for 2019 is $26,480.

COUNTY BOARD ACTION REQUESTED:
to approve the Board Ratification Statement between MnCCC and Conduent State and Local Solutions Inc.

Reviewed with additional material provided:  ✓ Approved
County Administrator
BOARD RATIFICATION STATEMENT

The Board of ____________________________ has ratified the PH-DOC MAINTENANCE AND SUPPORT AGREEMENT between Conduent State & Local Solutions Inc. and the Minnesota Counties Computer Cooperative (MnCCC) on behalf of the Community Health Services (CHS) User Group for the maintenance and support of the PH-Doc Software. The Agreement will be effective January 1, 2019 through December 31, 2021 with up to two automatic additional one-year extensions unless the CHS User Group votes not to extend the contract and requires MnCCC to provide at least one-year notice to Conduent. This Agreement commits the participating members for the term of the contract and the financial obligations associated with this project.

Signed: _____________________________________________________________

Board Chair

Date: ____________________________________________________________________

Attest: __________________________________________________________________

Title: ___________________________________________________________________

Date: ___________________________________________________________________
PH-DOC MAINTENANCE AND SUPPORT AGREEMENT

Conduent State & Local Solutions, Inc.

Minnesota Counties Computer Cooperative

This Public Health Documentation System ("PH-Doc") Maintenance and Support Agreement (this "Agreement") is made and jointly entered into by and between the Minnesota Counties Computer Cooperative ("MnCCC") by and through the MnCCC Board located at 100 Empire Drive Suite 201, St Paul, MN 55103 (hereinafter referred to as "Purchaser"), and Conduent State & Local Solutions, Inc., located at 12410 Milestone Center Drive, Germantown, MD 20876 (hereinafter referred to as "Vendor").

WHEREAS, the Purchaser requires Software Support and services to be provided for PH-Doc and the members of the PH-Doc usergroup, as further described in Exhibit A.

WHEREAS, Vendor desires to and is capable of providing the necessary software/services/materials/goods/equipment as stated in Exhibit A, and

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

1. CONTRACT TERM/DURATION

This Agreement shall be effective on January 1, 2019, and shall continue through December 31, 2021, unless otherwise extended or terminated by the parties in accordance with the provisions of this Agreement ("Term"). This Agreement will automatically be extended for up to two additional one-year periods (January 1, 2022, through December 31, 2022, and January 1, 2023 through December 31, 2023) unless either party delivers written notice to the other party of an intention not to renew at least one (1) year prior to the then current expiration of the Agreement.

2. VENDOR'S OBLIGATIONS

General Description. Vendor shall provide maintenance and support for the Software as described in Exhibit A. Purchaser will pay Vendor in accordance with the service fees set forth in Exhibit B (User Group & Service Fees). Both Exhibit A and Exhibit B are attached to and incorporated into this Agreement.

3. Prices. Vendor represents and warrants that any and all prices set forth in this Agreement and any and all prices in addition which Vendor may charge under the terms of this Agreement do not and will not violate any existing Federal, State or Municipal law or regulation concerning price discrimination, price fixing and/or any other illegal conduct. Vendor agrees to indemnify, exonerate, and hold Purchaser harmless from any such violation now and throughout the term of this Agreement. Prices quoted shall not be subject to increase, beyond the increases specifically identified in this Agreement, throughout the period of time covered by this Agreement unless specifically agreed to by the parties in writing.

3.1 CPI. Beginning January 1, 2020, the annual increase for each calendar year will be established by the following formula:

CPI-U is the Consumer Price Index for All Urban Consumers published monthly by the United States Bureau of Labor Statistics (BLS). The "Inflation Amount" for purposes of
this Agreement will be the "Percent change from previous, Annual avg." for the last full calendar year published by the BLS as of June 1 of the year immediately preceding the applicable calendar year as set forth in the monthly CPI Detailed Report under Table 24, Historical Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, all items. For reference, as of October 22, 2015, the "Percent change from previous, Annual avg." for 2014 was 1.6%.

The annual increase for each calendar year will be the Inflation Amount+ 1% (the "Adjustment Percentage").

Examples: To set the Inflation Amount for 2020, the "Percent change from previous, Annual avg." published as of June 1, 2019, for the full year of 2018, will be used. The Adjustment Percentage for 2020 will be the Inflation Amount+ 1 %. To set the Inflation Amount for 2021, the "Percent change from previous, Annual avg." published as of June 1, 2020, for the full year of 2019, will be used. The Adjustment Percentage for 2021 will be the Inflation Amount+ 1 %.

Each year, the Adjustment Percentage will be set during the CHS user group meeting held in June during the MCCC annual conference, six (6) months prior to the beginning of the next calendar year.

If the Inflation Amount in 2019 or beyond is less than -1 % or greater than 3 %, Vendor and Purchaser will mutually agree in writing upon an equitable Adjustment Percentage prior to the CHS user group meeting in June where the Adjustment Percentage is set for the following year. If Vendor and Purchaser cannot agree on an Adjustment Percentage prior to the June CHS meeting, the Adjustment Percentage will be the Inflation Amount+ 1 %.

4.

4.1 Implementation. Vendor shall complete the requirements of this Agreement in accordance with the Statement of Work (hereinafter referred to as Exhibit A).

4.2 Conformance to Specifications. Vendor shall perform its obligations under this Agreement so as to meet or exceed the standards and specifications set out in Exhibit A.

4.3 Timeliness.

a. Time is of the essence, and the failure of Vendor to deliver the specified goods, services and/or other deliverable or work product in accordance with Exhibit A shall constitute a material breach of this Agreement, which shall entitle Purchaser to terminate this Agreement by delivery of written notice to Vendor; provided, however, Vendor will have a period of not less than thirty (30) days from receipt of notice of material breach to cure the breach before Purchaser may terminate this Agreement.

b. It is understood and acknowledged by the parties to this Agreement that in the course of this project Exhibit A may be amended from time to time, upon consultation and written agreement of the parties. Notwithstanding this, it is understood that time is of the essence with regard to the Vendor’s performance of obligations under this Agreement and the Vendor is expected to diligently proceed with completion of all such obligations in accordance with the then-current Exhibit A.

c. Vendor expressly agrees that extension of time will not be granted for delays caused by Vendor or Vendor’s staff, such as equipment breakdown,
inadequate or insufficient staff, failure of Vendor to place orders for equipment or materials or permits or licenses sufficiently in advance to insure delivery when needed, or other causes reasonably within Vendor’s control. Vendor further agrees that it will not be allowed extra compensation for costs incurred by it because of accelerated operations to maintain Exhibit A. Vendor agrees that the prices named in this Agreement include allowance for all hindrances and delays from any cause during the performance of the work.

4.4 Reports/Evaluations

a. In order to assist Purchaser in its obligation to evaluate and monitor Vendor’s performance, Vendor shall allow personnel of Purchaser access to the work site.

b. Vendor shall maintain and upon request furnish Purchaser with program and financial information, including evaluation and performance criteria and reports which are reasonably required for effective administration and evaluation of services.

c. Vendor shall, upon reasonable notice, meet with Purchaser’s personnel to assist Purchaser in evaluation of services and performance under this Agreement.

4.5 Vendor’s Personnel. Vendor shall provide Purchaser with such information regarding the qualifications of its staff, including professionals, volunteers, and others, as is required by Purchaser to verify that present and subsequent services are being rendered by competent, trained, and properly licensed or certified personnel.

4.6 Vendor shall comply with all federal, state and local laws and ordinances and regulations applicable to its obligations under this Agreement.

4.7 Indemnification.

a. Any and all claims that arise or may arise against Vendor, its agents, servants or employees as a consequence of any act or omission on the part of Vendor or its agents, servants, or employees while engaged in the performance of this Agreement shall in no way be the obligation or responsibility of Purchaser (MnCCC) or its participating members. Vendor shall indemnify, hold harmless and defend Purchaser and its members, and their respective agents, officers, employees and other representatives against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney’s fees which Purchaser, its agents, officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any negligent act or omission of Vendor, its agents, servants or employees, in the execution, performance, or failure to adequately perform Vendor’s obligations pursuant to this Agreement.

b. Vendor warrants and represents that any data or programs provided to MnCCC shall be original, copyrightable works of authorship created by Vendor and its employees, and shall be free, at the time of shipment, of any
computer virus, malware or other disabling code. "Virus and malware" shall be defined as any harmful or hidden programs or data incorporated therein with malicious or mischievous intent (the "Virus"). Vendor shall indemnify and hold MnCCC harmless from all losses, damages, judgments, settlements, attorney’s fees, costs and expenses incurred by MnCCC as a result of any conflicting ownership claims and/or resulting from any Virus introduced by Vendor, and shall indemnify MnCCC for the resultant cost of: (i) curtailing the spread of said Virus; (ii) correction of all affected system(s) used for the benefit of MnCCC (and temporary replacement of those affected system(s) which can be corrected during period of correction). In addition, Vendor shall, at its option, immediately replace all system(s) which cannot be corrected or cured within a reasonable period of time or shall immediately reestablish the affected system(s) to be functionally equivalent to that which existed prior to the introduction of the Virus.

4.8 Designated Representative. Vendor designates Mary Thompson as Vendor’s representative with respect to this Agreement, such person(s) shall have complete authority to transmit instructions, receive information, interpret and define the Vendor’s policies and decisions with respect to services covered by this Agreement.

4.9 Vendor shall not enter into any subcontract for performance of any services contemplated under this agreement, nor assign any interest in the agreement without the prior written approval of the Purchaser. Any assignment may be made subject to such conditions and provisions as the Purchaser may impose. If specifically authorized by the Purchaser, Vendor is responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425.

4.10 Insurance Vendor shall furnish Purchaser an original standard ACORD form type certificate of insurance for any type of insurance required to be carried by Vendor under this Agreement, or required in order to comply with any State or federal law or regulation applicable to this Agreement before work commences. Insurance must be authorized to do business in the State of Minnesota. The certificate of coverage must be provided to Purchaser within thirty (30) days after the Effective Date or prior to commencement of any work covered by that insurance under this Agreement, whichever occurs first. Vendor shall provide at least ten (10) business day’s prior written notice to Purchaser of any pending or proposed cancellation and shall include Purchaser and User Group members as additional insureds for claims caused by the negligent acts or omissions of Vendor in relation to commercial general liability and business automobile liability, which may be met through a blanket additional insured basis. Purchaser shall have the right to terminate this Agreement with notice and pursue available legal remedies if Vendor does not provide the required ACORD certificates, or is otherwise not in compliance with the insurance requirements in this Section, Vendor shall require its agents and subcontractors to also carry and maintain the insurance required under this Section.

Specifically, unless otherwise required by law or regulation, Vendor shall maintain and furnish satisfactory evidence of the following insurance coverage, standards, and rights:

(a) Workers' Compensation Insurance: Vendor will provide Workers' Compensation insurance for all Vendor employees and, in case any work is subcontracted, Vendor will require each subcontractor to provide any applicable required Workers Compensation insurance in accordance with
the statutory requirements of the state of Minnesota. Employer’s Liability
Coverage minimum limits shall be in each case, the greater of the
minimum coverage requirements of Minnesota law, or any of the
following:
   a. Bodily Injury by Accident: $500,000 each accident.
   b. Bodily Injury by Disease: $500,000 each employee.
   c. Bodily Injury by Disease: $500,000 policy limit.

(b) Commercial General Liability: Vendor will maintain insurance protecting
Vendor and Purchaser from claims for damages for bodily injury, including death, as
well as from claims for property damage including loss of use which may arise from
operations under this Agreement, by Vendor employees providing services under this
Agreement. Unless otherwise specified within this Agreement, the Vendor insurance
minimum amounts will be $1,500,000 per occurrence and $3,000,000 general aggregate
combined single limit. In addition, the coverage for bodily injury and property damage,
products and completed operations liability, blanket contractual liability, and personal
and advertising injury should be included.

(c) Commercial Automobile Liability: If any business vehicles are used by Vendor
for business purposes during this Agreement, Vendor will maintain business automobile
liability insurance. Unless otherwise specified within this Agreement, the minimum
insurance coverage amount for Commercial Automobile Liability will be one million and
five hundred thousand dollars ($1,500,000) per accident or occurrence combined
single limit for bodily injury and property damage. In addition, the coverage for owned,
hired, and non-owned vehicles should be included.

(d) Professional Errors and Omissions Liability Insurance: Unless otherwise
specified within this Agreement, Vendor insurance minimum limits will be as
$2,000,000 per claim and $4,000,000 annual aggregate. This coverage shall include loss,
due to the negligent acts, errors, or omissions of Vendor in providing the Services.

(e) Vendor must include legal defense within the liability policy limits; and shall
obtain insurance policies from an insurance company having an "AM BEST" rating of A-
VIII or better.

4. 11 INDEPENDENT PARTIES, This Agreement shall not constitute, create, give effect to, or
otherwise imply a joint venture, partnership, or other business organization of any kind. Vendor and
Purchaser are independent parties and neither shall act as an agent for or partner of the other party for
any purpose, and the employees and agents of the independent parties shall not be deemed the
employees or agents of the other. Each party shall be solely responsible for its own debts and payment of all
compensation owed to its employees, including payment of any taxes related to employment and
workers’ compensation insurance. Each party shall be solely responsible for payments to any lower-tier
subcontractors, consultants, or other persons providing goods or services to that party. Each party shall
be responsible for its own federal, state, and local income, sales, use, and other taxes. Nothing in this
Agreement shall give either party any right to make commitments of any kind for or on behalf of the
other without the prior written consent of the other party. Purchaser and Vendor explicitly understand
and agree that the members of the User Group are not parties to this Agreement, but that the members
of the User Group are the intended recipients and third party beneficiaries of the Services.

4.11

5. PURCHASER’S OBLIGATIONS

5.1 Purchaser shall provide full information as to requirements for the project.

5.2 Purchaser shall assist the Vendor by placing at its disposal all available written
public data pertinent to the project, including existing reports and other public data
affecting the project.
5.3 Purchaser shall guarantee access to the project site and make all provisions for the Vendor to enter upon public property as required by the Vendor to perform the services under this Agreement.

5.4 Purchaser shall give prompt written notice to the Vendor whenever the Purchaser observes or otherwise becomes aware of any defect in the project.

5.5 Purchaser shall act promptly on all studies, reports, proposals and other documents presented by the Vendor for approval and authorization.

5.6 Any liability of Purchaser or its participating members shall be governed by the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws. Nothing in this Agreement shall constitute a waiver by Purchaser of any defenses, statute of limitations or exceptions on liability.

5.7 Designated Representative. Purchaser designates MnCCC Executive Director, as Purchaser’s initial representative with respect to the Vendor’s services to be performed under this Agreement; such person shall have complete authority to transmit instructions, receive information, interpret and define the Purchaser’s policies and decisions with respect to products and services covered by this Agreement. Purchaser’s representative shall be free at any time to appoint a successor and/or to delegate certain duties or responsibilities hereunder, by providing Vendor with written notice thereof.

5.8 Purchaser agrees to arrange for, coordinate, and assist authorized Vendor personnel (and third parties authorized by Vendor) access to Purchaser and User Group member physical facilities (including data processing facilities) and data communications infrastructure, as well as Purchaser and User Group member information, data, and other resources that are necessary or reasonably appropriate to permit Vendor to perform the Services. Access to resources shall include Purchaser and User Group member professional personnel, administrative personnel, and other employees at reasonable times and hours. The Purchaser, upon request by the Vendor, will attempt to resolve any access issues.

5.9 Purchaser agree to consider and evaluate network and operating system environment updates to the current version reasonably recommended by the Vendor for provision of the Services. Vendor may provide recommendations to Purchaser regarding upgrading network and operating system environments; however any upgrade to the network or operating system environments will be determined by Purchaser. Proposed upgrades to the network and operating systems environments will be determined by Purchaser.

5.10 Purchaser agrees to cooperate with Vendor as more specifically set forth in Exhibit A as required or reasonably necessary for Vendor to perform the Services. The parties understand and agree that the failure of Vendor to perform the Services with respect to any member of the user group that is caused, in whole or in part, by the inability of Vendor to gain access to the facilities, personnel, or data of a User Group member (as required under this section or Exhibit A) shall not be deemed to be a default under Section 4 of this agreement.

5.11 Each party shall designate a Project Manager who will have the lead responsibility for coordinating the Services, including communication with the other and other activities as more specifically set forth in Exhibit A.
6. **CONFLICTING TERMS**

6.1 If there is any conflict between this Agreement and Exhibit A, this Agreement shall govern.

6.2 Vendor shall promptly notify Purchaser of any discrepancy between this Agreement and Exhibit A, and any conditions at the site, or any errors, or omissions, or instructions, which may be discovered in the course of the work. Purchaser will make a determination in writing whether any error or discrepancy exists. Any adjustment or work done without this determination shall be at the Vendor’s own risk and expense.

7. **WARRANTIES/GUARANTEES**

Vendor warrants that the Services will be performed by Vendor in a lawful (including compliance with all applicable federal and Minnesota statutes and regulations), professional, and workmanlike manner, using personnel generally deemed acceptable in the information technology industry to perform the Services that those Vendor personnel are assigned to perform. Purchaser may request that Vendor remove and replace any Vendor personnel providing Services if, in the reasonable opinion of Purchaser with reasons provided to Vendor, those Vendor personnel do not possess the skills and experience necessary to provide that portion of the Services in which those personnel are engaged or are otherwise unsuitable. If, after discussion with Vendor and an opportunity for remediation (except in extreme circumstances), Purchaser determines that the Vendor personnel should be replaced, Vendor will promptly replace the affected personnel at no cost to Purchaser.

**EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, VENDOR DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, ANY EXPRESS WARRANTIES NOT INCORPORATED INTO THIS AGREEMENT AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IMPOSED BY LAW OR WHICH COULD OTHERWISE ARISE IN CONNECTION WITH PERFORMANCE BY VENDOR UNDER THIS AGREEMENT.**

7.1

8. **PAYMENT**

8.1 Compensation. Purchaser shall pay for Software Programs and Annual Service Agreements at the rates specified Exhibit A.

8.2 Invoices. Vendor shall, within fifteen (15) working days following the last day of each quarter in which maintenance and support related products and/or services were provided, submit an invoice and request for payment on an invoice form acceptable to Purchaser. Vendor shall, within fifteen (15) working days following the last day of each month that additional services were provided, submit an invoice and request for payment on an invoice form acceptable to Purchaser. Vendor shall, within fifteen (15) working days following the acceptance of any milestone deliverables, submit an invoice and request for payment on an invoice form acceptable to Purchaser.

8.3 The invoice shall itemize the following:
1) the hours of services or Software Programs rendered, listed by classification;
2) the date such services were provided;
3) a general description of the Products or Services provided;
4) the name of client receiving services;
5) the amount and type of all reimbursable expenses being charged; and
6) the dates of the performance period covered by the invoice.
8.4 Time of Payment. Purchaser shall, after acceptance, make payment to Vendor within thirty (30) days from the dates specified in Exhibit A. If the invoice is incorrect, or there is an issue with acceptance, defects, or some item is otherwise improper, Purchaser will notify Vendor within ten (10) days of receipt and/or testing. Purchaser shall in such case, make payment within thirty (30) days of correction and receipt of the corrected invoice from Vendor.

8.5 Right to Withhold Payment. Purchaser may withhold payment of the whole or part of any amount due to or claimed by the Vendor to such extent as may be necessary to protect Purchaser from loss on account of:

a. defective work not remedied or guarantees not met;

b. failure of Vendor to complete any part of its work in accordance with any identified Milestone(s), binding agreement and/or completion schedules established in or made a part of this Agreement;

c. claims filed or reasonable evidence indicating probable filing of claims; and/or

d. damage to another Vendor.

In the event Purchaser withholds payment, then no interest or other penalty shall accrue against Purchaser for non-payment of disputed claims.

8.6 Required System Revisions. Any required system development, revision or conversion effort will be performed in accordance with predetermined, pre-approved in writing and uniformly applied work plans. In the event Vendor is notified of specific deficiencies, which prevent acceptance of work completed, required changes will be determined in accordance with the following guidelines:

Purchaser shall bear all costs of modifications necessitated by Purchaser’s revision of system requirements, as requested by Purchaser in writing, but only to the extent such costs represent additional Vendor effort, as approved by User Group.

8.7 Unauthorized Claims. Purchaser shall not pay any claim which is not specifically authorized by this Agreement. Payment of a claim shall not preclude Purchaser from questioning the propriety of the claim. Purchaser reserves the right to offset any overpayment or disallowance of claim by reducing future payments.

8.8 Payment Upon Early Termination. In the event this Agreement is terminated before the completion of services, Purchaser shall pay Vendor for services provided in a satisfactory manner, a sum based upon the actual time spent on a prorated basis, less any credits or offsets for damages attributable to Vendor’s performance and/or its failure to perform as agreed.

9. PAYMENT LIMITATION DUE TO NON-APPROPRIATION OF FUNDS

Non-appropriation. Notwithstanding any provision to the contrary, this Agreement may be immediately terminated by either party in the event sufficient funds from MnCCC, State, or Federal sources are not appropriated, obtained and continued at least at the level relied on for the performance of this Agreement, and the non-appropriation of funds did not result from any act of bad faith on the part of Purchaser (MnCCC). In the event of such termination, Vendor shall be entitled to payment, determined on a pro-rata basis, for services satisfactorily performed.

10. CONTRACT ASSIGNMENT

Vendor shall not assign nor transfer or delegate any right or obligation under this Agreement
without the prior written consent of Purchaser.

11. INDEPENDENT VENDOR STATUS

At all times and for all purposes hereunder, Vendor shall be an independent contractor and is not an employee of Purchaser (MnCCC) for any purpose. No statement contained in this Agreement shall be construed so as to find Vendor, its assigns, employees, or servants, to be an employee of Purchaser, and they shall not be entitled to any of the rights, privileges, or benefits of employees of Purchaser, including, but not limited to, wages, benefits, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims, which shall all be the sole liability of Vendor.

12. OWNERSHIP, PROPRIETARY CONSIDERATIONS AND DATA SECURITY

Vendor agrees to ensure confidentiality of all work performed pursuant to this Agreement, including source code development and all Purchaser/Vendor documentation as would conform with actual Agreement language for this project pertaining to the system design to avoid pirating of this information and subsequent software license disputes. Purchaser shall solely own any data, databases, custom Software Programs, interfaces or other deliverables as work product developed under this Agreement, and Vendor hereby irrevocably assumes and conveys full title therein to Purchaser and its successors and assigns.

12.1 Except for Vendor's internal work papers, Purchaser and Vendor agree that all materials and information developed under this Agreement shall become the sole property of Purchaser.

12.2 Any materials and information not developed under this Agreement, which Vendor considers to be proprietary and confidential, shall be plainly and prominently marked by Vendor as "Trade Secret", "Proprietary", or "Confidential", and shall not be utilized or incorporated into any Software, work product or other deliverable hereunder, except with Purchaser's prior written consent, and provision to Purchaser of a perpetual paid-up, royalty free, transferable, sublicensable, and unrestricted license to use such materials and information in connection with the Software to be developed hereunder.

12.3 Purchaser will use reasonable means to ensure that Vendor's confidential information is safeguarded and held in confidence. Purchaser agrees not to reproduce or distribute Vendor's proprietary material to non-Purchaser agencies without prior written permission from Vendor. Purchaser's obligation pursuant to this Article shall not apply to any material, data or information not plainly and prominently marked with the restrictive legends as set forth in subsection b, above.

12.4 Vendor agrees to protect the security of and to keep confidential all data received or produced under the provisions of this Agreement, and shall not disclose them without the prior written consent of Purchaser. Vendor further agrees to follow all applicable state and federal laws, rules and policies.

12.5 Procedures and software created by Vendor pursuant to this Agreement, or modifications made to existing software to meet the specifications herein shall be proprietary to the Purchaser. Purchase grants to Vendor an exclusive right and license to use, reproduce, license, sublicense, perform, release, display, create derivative works of, and otherwise modify the software, improvements, enhancements and modifications (including source code) for any purpose including (without limitation) for internal use and for sale and use (including sale of sublicenses to governmental and commercial entities) outside of the State of Minnesota.
12.6 Vendor shall not disclose to any party any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness or problem regarding data security in computer systems of Purchaser’s licensed users, or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by Purchaser, without express written authorization of Purchaser. The provisions 10.4, 10.5, and 10.6, shall survive the expiration or other termination of this Agreement.

13. PROGRAM LEVEL DOCUMENTATION & SOURCE CODE PROTECTION

Vendor acknowledges and agrees that program level documentation, including source code is required to support Vendor’s application software developed pursuant to this Agreement, and that Purchaser needs to be insured the on-going ability to access and maintain the application programs. Accordingly, Vendor shall provide the Purchaser with a copy of a current version of the proposed system source code upon Purchaser’s acceptance of each deliverable as specified in Exhibit A, and otherwise within twenty (20) business days of Purchaser’s written request.

14. CHANGE ORDERS

Without invalidating this Agreement, Purchaser may order changes in the work, including additions, modifications, or deletions. Price and time will be adjusted accordingly as the parties may agree. All such changes in the work shall be in writing and signed by the Vendor and Purchaser and attached to the Agreement. The Vendor must not provide work that is not specified in the Agreement without first obtaining a signed change order.

15. TERMINATION OF AGREEMENT

15.1 Termination for Insolvency. Purchaser may, upon service of Notice of Termination on Vendor, terminate this Agreement immediately in the event of the insolvency of Vendor. Vendor shall be deemed to be insolvent if:

1) Vendor has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition for bankruptcy has been filed, and whether or not insolvent within the meaning of the Federal Bankruptcy Law; or

2) a voluntary petition to have Vendor declared bankrupt has been filed; or

3) a Receiver or Trustee for Vendor has been appointed; or

4) Vendor has executed a general assignment for the benefit of creditors.

15.2 Termination for Nonperformance. Purchaser may terminate all or any part of this Agreement following service of written Notice of Termination on Vendor for nonperformance of this Agreement under the following circumstances:

Vendor fails to perform any of the provisions of this Agreement; or

Vendor fails to perform installation of the software or equipment or fails to perform services under this Agreement within the time specified in this Agreement (or as specified in any authorized extension thereof); or

Vendor so fails to make progress as to endanger performance of this Agreement in accordance with this Agreement’s terms.

Before Purchaser can terminate this Agreement for nonperformance, Purchaser
must provide Vendor an opportunity to cure such failure(s) within a period of thirty (30) days (or such longer period as Purchaser may authorize in writing) after receipt of Notice of Termination from Purchaser.

16. PROCEDURE UPON TERMINATION

After Vendor receives a Notice of Termination, except as otherwise directed by Purchaser, Vendor shall:

1) Stop work under this Agreement on the date and to the extent specified in the Notice of Termination; and

2) Reconfirm and document the transfer of title, and deliver to Purchaser all completed work and work in process; and

3) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and

4) Vendor shall submit to Purchaser, in the form and with any certifications as may be prescribed by Purchaser, its proposed final invoice. Such invoice shall be submitted promptly, but in no event later than three (3) months from the date of termination specified in the Notice of Termination. Said final invoice is subject to provisions 6 and 7 of this Agreement.

5) In the event Vendor fails to submit its final invoice, Purchaser may determine, based upon the information available to Purchaser, the amount, if any, due to Vendor and such determination shall be final.

17. REMEDIES

In the event Purchaser terminates this Agreement in whole or in part due to Vendor's failure to perform, insolvency or breach, Purchaser may (following any agreed upon period of time for Vendor to cure) procure, upon such terms and in such manner as Purchaser may deem appropriate, products and/or services similar to those so terminated, and Vendor shall be liable to Purchaser for any excess costs for such similar goods or services. Vendor shall continue the performance of this Agreement of and to the extent not terminated. If this contract is terminated for Default for Nonperformance, the Vendor will provide Purchaser will all source code developed prior to default.

The rights and remedies of Purchaser provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

Failure or neglect of the Purchaser to require compliance with any term or condition of this Agreement shall not be deemed a waiver of such term or condition.

18. GOVERNING LAW; JURISDICTION AND VENUE

This Agreement shall be governed by and construed in accordance with the internal substantive and procedural laws of the State of Minnesota, without giving effect to the privileges of conflict of laws. All proceedings related to this Agreement shall be venued in the State of Minnesota, County of Ramsey, and Vendor hereby irrevocably submits for the jurisdiction and venue of such courts.

19. DOCUMENTS

It is specifically agreed to by and between the parties that this Agreement also includes the following document incorporated by reference herein:

   Exhibit A (Statement of Work)
   Exhibit B (User Group & Service Fees)
20. **NOTICES**

All notices or demands required or permitted to be given or made hereunder shall be in writing and shall be deemed to have been given if made by hand delivery with signed receipt, or when mailed by first class registered or certified mail, postage prepaid, addressed to Purchaser and Vendor at their respective addresses designated below.

MnCCC  
100 Empire Drive Suite 201  
St Paul, MN 55103

Conduent State & Local Solutions, Inc.  
12410 Milestone Center Drive  
Germantown, MD 20876

21. **FORCE MAJEURE.**

Neither party will be liable for any failure or delay in the performance of its obligations under this Agreement, if any, to the extent that failure is caused, directly or indirectly, without fault by the party, by fire, flood, earthquake, extreme weather, elements of nature or acts of God; labor disruptions or strikes; acts of war, terrorism, riots, civil disorders, rebellions or revolutions; quarantines, embargoes, or other governmental action; or any other cause beyond the reasonable control of the non-performing party. Any event meeting one or more of these criteria is referred to in this Agreement as a “force majeure event.”

Upon the occurrence of a force majeure event, the non-performing party will be excused from any further performance or observance of the affected obligation(s) for as long as the force majeure circumstances prevail and that party continues to attempt to recommence performance to the extent possible without delay. Any party delayed in performance by a force majeure event will immediately notify the other party by telephone or other means (to be confirmed in writing within five (5) business days after initial notification) and describe in reasonable detail the circumstances causing the delay. Any force majeure event asserted by a non-performing party that remains in effect for more than thirty (30) days may require the parties to equitably modify Exhibit A to account for any delay caused by a force majeure event. Either party may terminate this Agreement without penalty in the event that the other party’s performance is delayed for sixty (60) days or more by a force majeure event.

22. **LIMITATION OF LIABILITY.**

Except for liability related to infringement of intellectual property rights, MGDPA, or other violations of applicable federal or Minnesota law, or liability for tort claims resulting in bodily injury or real or tangible personal property damage, or for any claims based on gross negligence or any reckless or willful act or omission as adjudged by a court of competent jurisdiction, **NEITHER PARTY SHALL BE LIABLE, UNDER ANY CIRCUMSTANCES FOR ANY ANTICIPATORY OR LOST PROFIT, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND (COLLECTIVELY “NON-DIRECT DAMAGES”) RESULTING FROM THE PERFORMANCE OR NON-PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT EVEN IF THOSE NON-DIRECT DAMAGES ARE ATTRIBUTED TO BREACH OF THIS AGREEMENT, TORT, NEGLIGENCE, OR OTHER CAUSE; OR EVEN IF UNDER APPLICABLE LAW THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF NON-DIRECT DAMAGES.**
IN ADDITION, THE TOTAL CUMULATIVE, AGGREGATE LIABILITY OF VENDOR TO PURCHASER FOR ANY AND ALL CLAIMS, DAMAGES, CAUSES OF ACTION, EXPENSES OF ACTION, AND LIABILITIES OF ANY KIND, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED DOUBLE THE AMOUNT OF THE MOST RECENT ANNUAL FEE FOR SERVICES RECEIVED BY VENDOR UNDER THIS AGREEMENT. IN ADDITION, THE TOTAL CUMULATIVE, AGGREGATE LIABILITY OF PURCHASER TO VENDOR FOR ANY AND ALL CLAIMS, DAMAGES, CAUSES OF ACTION, EXPENSES OF ACTION, AND LIABILITIES OF ANY KIND, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE TOTAL AMOUNT PAID TO (OR INVOICED AND UNPAID) TO VENDOR FOR PRODUCTS OR SERVICES PROVIDED TO AND ACCEPTED BY PURCHASER UNDER THIS AGREEMENT.
IN WITNESS WHEREOF, the agreements and covenants contained in this Agreement, Purchaser
by resolution of its Board has caused this Agreement to be signed in duplicate and/or counterpart
originals, all of which when taken together shall constitute a single original agreement, by the Chair of
said Board as of the 12 day of __________, 2018, and as executed and agreed by Vendor,
each warranting that they are empowered and authorized to execute the same.

PURCHASER

By: ____________________________
MnCCC Board Chair

By: ____________________________
MnCCC Executive Director

By: ____________________________
CHS User Group Chair

VENDOR

By: ____________________________
Lou Schiavone, Jr.
Authorized Vice President
EXHIBIT A
Statement of Work

I. Services and System Components Supported
A. Under this Agreement, Conduent will provide the Services described in this Schedule A to the MnCCC and the members of the User Group.

B. As part of Maintenance, Conduent shall support and maintain the following parts of the System:
   a) Dailies — time management/reporting system
   b) Electronic chart records for the following:
      • Individuals — documents services provided
      • Employees — documents immunizations, certifications, reviews
      • Organizations — documents inspections, investigations, licensing
      • Community Events — documents planning, education, health fairs, clinics, outbreaks
   c) Immunizations with interface to Minnesota Immunization Information Connection ("MIIC")
   d) Referrals In/Out
   e) Health Insurance Portability and Accountability Act ("HIPAA") consent screens for Release of Information ("ROI") and Minnesota Release of Authorization ("MRA")
   f) Reporting for federal, state mandated, managerial, and outcomes, including the SQL builder for custom queries
   g) Population groups for identifying groups of clients, employees, organizations, and community events for outcome reporting
   h) Letters/Forms using a rich text control to merge chart components into a MS Word document
   i) Home page with dashboard reporting capability
   j) Master code tables — statistical, documentation, immunizations, and copy phrases
   k) System code tables configured to define the agency with mapping to structured codes needed for Health Information Exchange ("HIE"), including the following:
      • Mapping - Logical Observation Identifiers Names and Codes ("LOINC"), Systematized Nomenclature of Medicine Clinical Terms ("SNOMED CT") and HL7
      • Sending HL7 Admit Discharge Transfer ("ADT") messages to Clinical Data Repository (CDR) Sending HL7 Observation Results ("ORU") messages (vital signs, smoking status, pain scale, MRA consent, Quality of Life form responses) to Clinical Data Repository (CDR)
      • Sending HL7 Pharmacy dispensing information ("RDS") message (Medication lists to Clinical Data Repository (CDR)
      • Transitions of Care ("TOC"), Information sent to public health agency when patient is admitted or discharged from provider. Patient Correlation done from the Patient List (PNP list)
   l) Medicare processing including Outcome and Assessment Information Set ("OASIS") assessments
   m) Medications including interfaces with RxTerms (a drug interface terminology derived from RxNorm code system from the National Library of Medicine) and...
PEPID (a Medical Information Resources company) for medication reconciliation and drug interactions
n) Allergy reconciliation based on most common products based on the RxNorm code system
o) The following interfaces:
   • Requests for external documents from HIE partners
   • Availability of Health Level Seven International ("HL7") Clinical Document Architecture ("CDA") documents for viewing as HTML, XML or PDF, Parsed documents can be viewed across documents and across organizations,
   • Use of Nationwide Health Information Network ("NwHIN") specifications to provide agencies the ability to share clinical data
   • Import of birth records from the Minnesota Department of Health Vital Statistics
p) Accounts receivable including HIPAA 5010 compliant claiming and electronic remittances
q) Chart audit trails for users showing charts accessed and audit logging for chart changes
r) Agency alerts
s) Report queue that allows the ability to schedule processes and reports
t) Client Visits module (which allows staff to take laptops into the field), including a download / upload synchronization log
u) Dailies standalone module (which allows employee time entry)
v) Scheduling module used to schedule staff with clients from assignment sheets, including the following:
   • Production of a weekly schedule
   • Produces progress reports
   • Allows for time entry
w) Security module, including the following:
   • Security groups control access for employees in the System
   • Password Reset
x) Ability to save files to chart attachments folder
y) Tasks
z) Electronic timecard functionality which includes timecard verification, expense authorization and file export to CGI Payroll System.
   aa) Environmental Health Processing for the assessment, licensing and tracking establishments
   bb) Inventory tracking
   cc) DIRECT Mail

Conduent will support CHS user group approved enhancements (from technical hours, participatory enhancements from approved work requests that are added part of the system.

2. Items Not Included in Services
The Services do not include any of the following:

   a) Installation of the System, operating software, utilities, or other software applications on hosting hardware. Conduent may provide installation recommendations and services on a time and materials basis, upon request.
b) Acquisition of MIRTH physical appliances for User Group members or annual subscription and maintenance renewal for the MIRTH appliances.

c) Any work that would require a Change Request, as defined in this Schedule A.

d) Support for computer hardware, computer operating systems, or computer operations, including (but not limited to) the following:
   - Personal Computer (PC) Hardware and Operating Systems; and Third-Party Hardware and Software (i.e. Microsoft Windows7, Windows10 and SQL; Novell; FTP; SQL Anywhere).
   - Peripherals (i.e. printers, scanners, and other peripherals.)
   - Microsoft Windows Server
   - Microsoft Windows Internet Information Services ("IIS") for distributions and help text
   - Microsoft SQL Servers
   - Network and Telecommunications Hardware and Software.
   - PC Software Products such as spreadsheets, word processing, report writing, etc.
   - Upgrades for 3rd party tools including Active X, Amyuni, eDraw, and PepID
   - Actual exchanges of data (operations/communications)
   - Individual client data manipulation, security, journaling, sizing, configuration, backup and recovery, memory management, or database management.

3. Hardware and Operating Software
Acquire and install all future Windows operating system version/release levels and appropriate service packs and hot fixes on a schedule that is agreed upon by Conduent and MnCCC. Conduent will only support the Windows operating system versions and release levels that are supported by Microsoft.

b) The Windows operating systems supported under this Agreement are Windows 7 (32-bit and 64-bit) and Windows 10. Support for any new Windows operating system will be contingent upon agreement between Conduent and MnCCC and a written amendment to this Schedule A.

c) MnCCC will continue to acquire and pay the cost of the each of the following, as required to maintain the Services for the listed appliances:
   - Mirth appliance annual subscription and maintenance renewal, including the Mirth Connect annual platinum subscription, Mirth M1000 annual maintenance and support for each User Group member's Mirth appliance (either physical or virtual), and the two Mirth appliances at Conduent facility in Waite Park.
   - PEPID annual subscription and maintenance renewal.
   - Altova MapForce annual subscription and maintenance renewal.

d) Services are explicitly conditioned on up-to-date MS Word software. User Group members will acquire and install all future Microsoft Office Word version/release levels and appropriate service packs and hot fixes on a schedule that is agreed upon by Conduent and MnCCC. Support for any new version of Microsoft Office products will be contingent upon agreement between Conduent and MnCCC and a written amendment to this Schedule A.

4. Maintenance — Technical Hours

The Services include up to one thousand four hundred and forty-five (1445) hours per year for the following:

a) System analysis, programming, program testing, and user instructions (“Technical Hours”).

b) Program changes and enhancements: Conduent will evaluate and report on possible major program changes or enhancements; however, Conduent will make changes or enhancements to the System only upon request from MnCCC. Time spent on program changes and enhancements will be applied to the Technical Hours.

c) Support for PH-Doc databases in the SQL server environment. Allow hours from “Maintenance - Technical hours” to be transferred to “Maintenance - Telephone Support” through mutual agreement between Conduent and through the approval of the User group or Advisory Committee. A maximum of twenty percent (20%) of the total annual Technical Hours may be carried over to the next year.

5. Maintenance — Telephone Support
Conduent will provide telephone support as part of the Services, as follows:

a) Up to one thousand four hundred forty-five (1445) hours per year for telephone consultation ("Telephone Support Hours").

b) Telephone support will be available during normal business hours: 8:00 a.m. to 5:00 p.m., Central Time, Monday through Friday, except Conduent holidays.

c) Conduent will provide a return call to User Group members within six (6) hours (during normal business hours) after receipt of a telephone request for assistance.

d) For any User Group member that identifies a request as "Critical," Conduent will provide a return call within two (2) hours (during normal business hours) after receipt of a telephone request for assistance. A "Critical" request is a situation where the System is unable to function.

e) If a User Group member requests a basic SQL (structured query language) statement or query support, and the statement or support can be accomplished in thirty (30) minutes or less, Conduent will provide that statement or support and count the time spent on that task against the Telephone Support Hours. If Conduent determines that the basic SQL statement or query support will require more than thirty (30) minutes to accomplish, then Conduent will inform MnCCC that the support will require a change request.

f) If a User Group member requests Webex training, and Conduent estimates that the requested training will take one (1) hour or less, then Conduent will provide that training and count the time spent on that training against the Telephone Support Hours. If Conduent determines that the requested WebEx training will take longer than one (1) hour, then Conduent will inform MnCCC user group member that the support will require a change request.

g) Allow hours from “Maintenance – Telephone Support hours” to be transferred to Maintenance - Technical through the mutual agreement between Conduent and the User group or Advisory Committee. A maximum of twenty percent (20%) of the total annual Telephone Support Hours may be carried over to the next year.

6. Maintenance — Health Information Exchange

The following apply to the use of the MnCCC Health Information Exchange Fund ("HIE Fund"): 

a) The HIE Fund will pay for the purchase of the MIRTH physical appliances for the User Group members, as well as annual support and maintenance for the MIRTH appliances, except as provided in this Section,

Conduent will provide a total of four hundred (400) hours of assistance during the Three-year term of this Agreement ("HIE Hours") for general maintenance to the Mirth appliances utilizing the VPN between Conduent and a User Group member’s MIRTH appliance.

b) If the contract renews for an additional two-year term, Conduent will provide a total of two hundred (200) hours of assistance for general
maintenance to the Mirth appliance utilizing the VPN between Conduent and a User Group member’s MIRTH appliance.

HIE Hours may be used to cover distribution of patches made available by the Mirth Corporation, reconfiguration for network changes, management of exchange certificates and assistance in troubleshooting.

c) If an individual User Group member requests support of the MIRTH appliances, and Conduent determines that the requested support will require more than ten (10) hours of effort by Conduent, then Conduent will inform MnCCC that the support will require a change request.

7. Additional Services supplied within this Agreement

a) Additional Services provided under Maintenance include:
   • Project management and account management
   • Weekly Conduent staff project meetings
   • Estimates and design of statements of work for enhancements
   • Second level consultation and conference calls for support of the User Group members
   • Enhancement Focus group meeting/ prep and attendance by Conduent staff
   • User group meeting/prep and attendance by Conduent staff
   • Weekly project management meetings with the CHS user group project manager.
   • Training class recordings and distribution of the recording
   • Monthly targeted WebEx training for the CHS User group. This training will occur once a month at a time mutually set by Conduent and MnCCC. WebEx Training Sessions will be recorded and made available to the User Group via the Conduent website. WebEx training is NOT part of the Technical Hours or Telephone support hours except as otherwise stated in 5(f) of this Schedule.
   • Alpha software testing support, including preparation and file setup at Conduent offices for up to three User Group members for each major distribution as requested by the user group.
   • BETA testing support and rework with distribution
   • Time spent with an individual User Group member with respect to beta testing or discussions regarding approved program changes and enhancements
   • Peer review of enhancements
   • Rework/fixes documentation and distribution
   • Attend conferences as requested by MnCCC
   • Attend industry standard seminars and meetings (e.g. HL7, HIPAA, MDH, Sybase, PowerBuilder)

b) Periodic reporting of Technical Hours, Telephone Support Hours the HIE Hours (in hour and minute format) used on an aggregate basis and on a per User Group member basis.
c) Conduent will maintain a copy of program backups for the current and one previous release of the System as part of the Services. Any changes made by MnCCC or a User Group Member will not be included in this backup.
d) Conduent will deliver to MnCCC a copy of the updated source code for the System annually, when a phase is delivered, or as reasonably requested by MnCCC. Time spent on this service will be applied to the Technical Hours.
e) Conduent shall provide an annual update to the International Classification of Diseases (ICD) code file (or its replacement, if approved by the User Group). If Conduent determines that the layout of the tile has been altered, and will require programming and analysis to alter the program. Conduent will advise MnCCC of any changes needed in the form of a change request. MnCCC will pay any cost associated with obtaining the ICD File.

8. Excess Hours for Services — Technical Hours and Telephone Support Hours
Conduent may perform additional services related to the System on a time-and-materials basis, as follows:

a) If MnCCC or a User Group member requests and Conduent performs any system analysis, programming, program testing, or user instructions in excess of the one thousand four hundred forty-five (1445) Technical Hours, those Services will be performed on a time and materials basis at the hourly rates set forth in Schedule B.
b) If MnCCC or a User Group member requests and Conduent performs any telephone consultation or troubleshooting in excess of the one thousand four hundred and forty-five (1445) Telephone Support Hours, those Services will be performed on a time and materials basis at the hourly rates set forth in Schedule B. All requests for Services in excess of Technical Hours or Telephone Support Hours must be in writing; however, a change request will not be required.
c) Conduent will invoice MnCCC for all excess hours at the end of each calendar year

9. Optional Services — Change Requests

a) MnCCC or any User Group member may request any of the following services that are related to the System but are not part of the maintenance and support services provided under this Agreement:
   • Programming of enhancements to the System requiring work in excess of programming services using Technical Hours.
   • On-site visits, on-site troubleshooting, systems consultation, and training of new personnel requested by a User Group member.
   • Installation services
   • Training services requiring work in excess of time allowed under Telephone Support Hours.
• Telephone consultation or technical support after business hours or on weekends or holidays.
• Any changes to the System required to sustain HIE (including changes to firewalls, exchanging security certificates, and other services) requiring work in excess of time allowed under HIE Hours,
• Certification of new operating systems (e.g., Windows 8, SQL Server 2012, Windows Server 2012).
• Upgrades to developer tools, including PowerBuilder and imbedded SQL database.
• Other services related to the System requested by MnCCC.

b) If services under this Section are requested by MnCCC or a User Group member, Conduent will provide MnCCC with a change request that includes a statement of work, schedule, pricing, and other provisions related to the services ("Change Request").

c) Prior to the provision of any services under a Change Request, that Change Request must be approved in writing by: (i) Conduent; (ii) the MnCCC Executive Director; and (iii) either the affected individual User Group member (the User Group member requesting the services) or the User Group Chair (for changes requested by the User Group).
EXHIBIT B
User Group & Service Fees

1. USER GROUP

The User Group consists of the following community health agencies in Minnesota:

Anoka County Community Health and Environmental Services
Beltrami County Health and Human Services
Blue Earth County Human Services
Carver County Public Health
Cass County Public Health Services
City of Bloomington Public Health
Clay County Public Health
Dakota County Health Services
Dodge County Public Health
Fillmore County Public Health
Freeborn County Public Health
Goodhue County Public Health Services
Houston County Public Health
Kandiyohi County Public Health
McLeod County Public Health Nursing
Meeker County Public Health
Minnesota Visiting Nurse Agency
Morrison County Public Health
Mower County Health and Human Services
Polk-Norman-Mahnomen Public Health
Olmsted County Public Health Services
Otter Tail County Public Health
Ramsey County Public Health
Rice County Public Health Nursing Services
Scott County Public Health
Sherburne County Public Health
Sibley County Public Health & Human Services
Stearns County Human Services
Steele County Public Health Nursing
Todd County Public Health
Wabasha County Public Health
Wadena County Public Health
Waseca County Public Health
Washington County Public Health
Wilkin County Public Health
Winona County Community Health Service
Wright County Public Health

Any new agencies shall be added to the user group via a change order.
2. FEES FOR SYSTEM MAINTENANCE AND SUPPORT SERVICES

Beginning January 1, 2019, then annual increase for each calendar year will be established by the following formula:

CPI-U is the Consumer Price Index for All Urban Consumers published monthly by the United States Bureau of Labor Statistics (BLS). The "Inflation Amount" for purposes of this Agreement will be the "Percent change from previous, annual avg." for the last full calendar year published by the BLS as of June 1 of the year immediately preceding the applicable calendar year as set forth in the monthly CPI Detailed Report under Table 24, Historical. Consumer Price Index for All Urban Consumers (CPI-U): U. S. city average, all items. For reference, as of October 22, 2015, the "Percent change from previous, Annual avg." for 2014 is 1.6%.

The annual increase for each calendar year will be the Inflation Amount + 1% (the "Adjustment Percentage").

• Examples: To set the Inflation Amount for 2019, the "Percent change from previous, Annual avg." published as of June 1, 2018, for the full year of 2017, will be used. The Adjustment Percentage for 2019 will be the Inflation Amount + 1%.

• Each year, the Adjustment Percentage will be set during the CHS user group meeting held in June during the MnCCC annual conference, six (6) months prior to the beginning of the next calendar year.

If the inflation Amount in 2018 or beyond is less than -1% or greater than 3%, Conduent and MnCCC will mutually agree in writing upon an equitable Adjustment Percentage prior to the CHS user group meeting in June where the Adjustment Percentage is set for the following year. If Conduent and MnCCC cannot agree on an Adjustment Percentage prior to the June CHS meeting, the Adjustment Percentage will be the Inflation Amounts + 1%

The current annual Maintenance and Support agreement for 2018 is $810,714.68. The annual Maintenance and Support for 2019 is $835,846.83.

MnCCC shall pay Conduent the following amounts for the maintenance and support services for the System each quarter during the Term;

<table>
<thead>
<tr>
<th>Quarter</th>
<th>2018</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Quarter</td>
<td>$202,678.67</td>
<td>$208,961.71</td>
</tr>
<tr>
<td>2nd Quarter</td>
<td>$202,678.67</td>
<td>$208,961.71</td>
</tr>
<tr>
<td>3rd Quarter</td>
<td>$202,678.67</td>
<td>$208,961.71</td>
</tr>
<tr>
<td>4th Quarter</td>
<td>$202,678.67</td>
<td>$208,961.71</td>
</tr>
</tbody>
</table>

Conduent will invoice MnCCC at the beginning of each calendar quarter. In the event that this Agreement is extended in accordance with the provisions of Section 2, Term, the amounts payable by MnCCC to Conduent shall increase based on the following:

3. FEE FOR CHANGE REQUEST SERVICES

a) Services provided pursuant to an approved Change Request under Section 9 of the SOW will be performed at the following time & materials hourly rates based on the annual increase for the time & materials hourly rate for each calendar year will be the Adjustment Percentage as established under Schedule B, User Group & Service Fees, Section 2, Fees for System Maintenance and Support Services.
b) The hourly rate for 2019 will be $160 plus the inflation amount plus 1%.

c) The following discounts will be applied to the rates in paragraph (a) of this Section:
   Change Requests that entail commitment of 100 to 199 Hours:  5% Rate Discount
   Change Requests that entail commitment of 200 to 500 Hours:  10% Rate Discount
   Change Requests that entail commitment above 500 Hours:  15% Rate Discount

d) Applicable discounts must be included in each Change Request, based on the estimate of
   hours provided by Conduent; however, the discount rate will only be applied based on the
   actual hours invoiced by Conduent for a Change Request.

e) Time for services under Section 9 of the SOW will be calculated in quarter hour
   increments.

f) Conduent will invoice for services under Section 9 of the SOW monthly.

g) Travel time will be billed at a rate of $75/hour. Any other travel expenses incurred in
   performing services under Section 9 of the SOW will be billed at actual costs with
   supporting receipts or other documentation

h) Meeting expenses held at Conduent offices will be billed back to MnCCC.

4. HIPAA Business Associate Agreement, included herein, in its entirety in order to enable
   Conduent to act as a Business Associate of the covered entity of the MnCCC CHS User
   Group members to comply with the Health Insurance Portability and Accountability Act
   (HIPAA) and MN laws governing Protected Health Information (PHI) of Individuals.
BUSINESS ASSOCIATE AGREEMENT

Statement of Intent:

RECITALS

The Minnesota Counties Computer Cooperative ("MnCCC"), for the use and benefit of the MnCCC member identified above has incorporated this Business Associate Agreement by reference into its current PH-Doc Maintenance and Support Agreement contract (the "Contract") with Conduent State & Local Solutions, Inc. ("Conduent") as contemplated by Section 26 thereof, in order to enable Conduent to act as a Business Associate and to comply with the Health Insurance Portability and Accountability Act and MN laws that govern Protected Health Information of individuals, under the following terms and conditions:

1. **Definitions.** Capitalized terms not otherwise defined in the Agreement shall have the meanings given to them in Title 45, parts 160 and 164 of the CFR and are incorporated herein by reference, (collectively, the "HIPAA Rules"), including such rules and policies enacted under the HITECH Act. The following terms used in this Agreement shall have the same meaning as those terms in the IPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

For purposes of this Agreement, the following terms shall mean:

(a) **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean Conduent.

(b) **Covered Entity.** "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean the MnCCC member identified on page 1.
(c) **Protected Health Information.** "Protected Health Information" (or "PHI") shall mean individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

2. **Obligations and Activities of Business Associate:** Business Associate agrees to:

   (a) Not use or disclose any PHI, other than as expressly permitted or required by this Agreement or as required by law;

   (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent its use or disclosure, other than as provided for by this Agreement;

   (c) Promptly report to Covered Entity and document and provide on discovery, all known evidence any use or disclosure of PHI not provided for by the Agreement, including breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware, using its best efforts to report within one business day, and to document within three business days;

   (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors duly authorized under the Contract, and that may create, receive, maintain, or transmit any PHI on behalf of the Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
(e) Make available PHI in a designated record sent to the Covered Entity, as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.524, and to cooperate with the Covered Entity’s directions and assignments for providing such breach information directly to affected individuals. Business Associate will also promptly (within 24 hours) disclose and forward to the Covered Entity any inquiry or other communication received from any individual, and/or a legal or other representative of such individual;

(f) Make any amendment(s) to PHI contained in a designated record set, only after requesting and following such directions provided by the Covered Entity pursuant to 45 CFR 164.528, and to take such other measures as may be necessary to satisfy Covered Entity’s obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.528, and to coordinate the manner and means with Covered Entity for promptly disclosing and complying with such accounting inquiries, in substantially the same manner identified in Section (e) above;

(h) To the extent the Business Associate is required or authorized to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and

(i) Establish and maintain adequate recordkeeping procedures, preserve adequate records, and make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.
3. Permitted Uses and Disclosures by Business Associate

(a) Business Associate may only use or disclose PHI as is necessary to perform those specific services set forth in the Contract, including but not limited to using PHI to de-identify the information in a lawful and professional manner, and in compliance with 45 CFR 164.514(a)-(c);

(b) Business Associate may also use or disclose PHI as otherwise required by law;

(c) Business Associate agrees to make PHI uses and disclosures and requests for PHI consistent with Covered Entity’s then-current minimum necessary policies and procedures;

(d) Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity;

(e) Business Associate may disclose PHI to carry out the legal responsibilities of the Business Associate under the HIPAA Rules, provided the disclosures are required by law;

(f) OPTIONAL-Business Associate may provide data aggregation services relating to the health care operations of the covered entity – are any aggregation services contemplated?


(a) Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate’s use or disclosure of PHI;

(b) Covered Entity shall notify business associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR
164.522, to the extent that such restriction may affect Business Associate’s use or
disclosure of PHI.

5. **Permissible Requests by Covered Entity.** Covered Entity shall not request Business Associate
to use or disclose Protected Health Information in any manner that would not be permissible under
Subpart E of 45 CFR Part 164 if done by Covered Entity, [other than disclosure to Covered Entity, or
Business Associate’s use in performance of data aggregation services – delete if not applicable?].

6. **Term and Termination.**

(a) **Term.** The Term of this Agreement shall be effective as of the date identified on the
signature page, and shall terminate on expiration or other termination of the Contract, or
earlier and as of the date Covered Entity terminates for cause as authorized in paragraph
(b) of this Section;

(b) **Termination for Cause.** Business Associate authorizes termination of this Agreement by
Covered Entity, if Covered Entity determines that Business Associate has violated a
material term of the Agreement, and Business Associate has not cured the breach (if
curable) or ended the violation within any time specified by Covered Entity;

(c) **Obligations of Business Associate Upon Termination.** Upon termination of this
Agreement for any reason, Business Associate shall return to Covered Entity (or, if pre-
agreed to in writing by Covered Entity, destroy) all PHI received from Covered Entity, or
created, maintained, or received by Business Associate on behalf of Covered Entity, that
the Business Associate still maintains in any form, and without retaining any copies,
excerpts or other reproductions of any PHI.

(d) **Survival.** The obligations of Business Associate under this Section shall survive the
expiration or termination of this Agreement indefinitely and for as long as any PHI must
be maintained in confidence.
7. **Miscellaneous.**

(a) **Regulatory References.** A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended;

(b) **Amendment.** The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. The provisions of this Agreement shall not be waived or amended except by written agreement signed by both parties.

(c) **HIPAA Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules;

(d) **Severability.** If all or part of any term or condition of this Agreement, or the application of any term or condition of this Agreement, is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the terms and conditions of this Agreement (other than those portions determined to be invalid or unenforceable) shall not be affected, and the remaining terms and conditions (or portions of terms or conditions) shall be valid and enforceable to the fullest extent permitted by law. If a judicial determination prevents the accomplishment of the purpose of this Agreement, the invalid term or condition (or portions of terms or conditions) shall be restated to conform to applicable law and to reflect as nearly as possible the original intention of the parties;

(e) **Governing Law Jurisdiction and Venue.** This Agreement shall be governed by, interpreted, construed, and enforced solely and exclusively in accordance with federal HIPAA laws, the HIPAA Rules, and other federal regulations, as well as the internal laws of the State of Minnesota, without reference to the principles of conflict of laws or Minnesota conflict of laws rules. Any disputes hereunder shall be adjudicated or otherwise decided in the applicable state or federal courts located in Ramsey County,
Minnesota, and each party hereby irrevocably consents to the jurisdiction and venue of such courts;

(f) **Injunction and Other Remedies.** Each party acknowledges and agrees that if the receiving party breaches any nondisclosure obligation under this Agreement, the disclosing party will not have an adequate remedy at law. Therefore, the disclosing party shall be entitled to seek an immediate injunction against an alleged breach or anticipated breach of this Agreement from any court of competent jurisdiction. The right to seek and obtain injunctive relief shall not limit the right to pursue other remedies. All remedies available to either party for breach of this Agreement by the other party are and shall be deemed cumulative and may be exercised separately or concurrently. The exercise of a remedy shall not be an election of that remedy to the exclusion of other remedies available at law or in equity;

(g) **Entire Agreement and Assignment.** This Agreement shall not be assigned by Business Associate without the prior written consent of the Covered Entity. Subject to the foregoing, this Agreement is binding on and shall benefit the parties and their successors and permitted assigns. Neither party may assign or otherwise transfer this Agreement or any rights, duties, or obligations under this Agreement without the prior written consent of the other party. The contents of this Agreement, as supplemented by the Contract, constitute the entire understanding and agreement between the parties and supersede any prior agreements with respect to the subject matter hereof. Notwithstanding the foregoing, in the event of any conflict or inconsistency with the nondisclosure provisions of the PH-Doc Maintenance and Support Agreement in which this Agreement is incorporated by reference, the provisions of this Agreement regarding the protection and use of PHI shall control over those in the Contract with respect to nondisclosure of any applicable "Proprietary Information."
IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound there by and as of the 12th day of July 2018.

Covered Entity:

Minnesota Counties Computer Cooperative

Authorized Signature

By: Stephanie Nuttall
Printed Name
MnCCC Board Chair

Authorized Signature

By: Lisa Meredith
MnCCC Executive Director

Business Associate:

Conduent State & Local Solutions, Inc.

Authorized Signature

By: Lou Schiavone, Jr.
Vice President

Authorized Signature

By: [Signature]
Printed Name
CHS User Group Chair
BOARD RATIFICATION STATEMENT

The Board of ____________________________ has ratified the PH-DOC MAINTENANCE AND SUPPORT AGREEMENT between Conduent State & Local Solutions Inc. and the Minnesota Counties Computer Cooperative (MnCCC) on behalf of the Community Health Services (CHS) User Group for the maintenance and support of the PH-Doc Software. The Agreement will be effective January 1, 2019 through December 31, 2021 with up to two automatic additional one-year extensions unless the CHS User Group votes not to extend the contract and requires MnCCC to provide at least one-year notice to Conduent. This Agreement commits the participating members for the term of the contract and the financial obligations associated with this project.

Signed: _____________________________________________________________

Board Chair

Date:  _______________________________________________________

Attest:  _______________________________________________________

Title:  _______________________________________________________

Date:  _______________________________________________________

Attachment: Board Ratification Statement (3220 : Board Ratification Statement for PHDoc Agreement)
AGENDA DATE: October 9, 2018

REQUEST BY: Dennis Luebbe, Highway

STATE ITEM OF BUSINESS:

BACKGROUND:
Contract #18-53 was awarded earlier this year to Sir Lines-A-Lot for latex and epoxy pavement markings to be applied on approximately 85 miles of county highways. The work has been completed and final payment is due in the amount of $6,886.82. Total costs under this contract are $137,736.35.

FISCAL IMPACT:

COUNTY BOARD ACTION REQUESTED:
to approve the final payment to Sir Lines-A-Lot for contract #18-53 in the amount of $6,886.82.

Reviewed with additional material provided: ✓ Approved
County Administrator
AGENDA DATE: October 9, 2018

REQUEST BY: Dennis Luebbe, Highway

STATE ITEM OF BUSINESS:
Adoption of Resolution #18-055/Establishing Parking Restrictions on Rice County State Aid Highway No. 1

BACKGROUND:
The City of Dundas by Resolution 2018-30 has petitioned the County to establish parking restrictions on the north side of a segment of CSAH 1 (Hester Street). See attached resolution and aerial map. Commercial development has created public safety concerns related to increased parking on both sides of the roadway and subsequent pedestrian crossings along this segment. Lack of sidewalks on the north side prevent users from crossing at a designated crosswalk. In addition, the north side is used as a snow mobile route which adds further congestion and could create additional conflicts during winter months. Restricting the parking on the north side is supported to maintain reasonable levels of access and balance public safety concerns.

FISCAL IMPACT:

COUNTY BOARD ACTION REQUESTED:
to adopt Resolution #18-055 - Establishing Parking Restrictions on Rice County State Aid Highway No. 1

Reviewed with additional material provided: ✓ Approved
County Administrator
RESOLUTION ESTABLISHING PARKING RESTRICTIONS
ON RICE COUNTY STATE AID HIGHWAY NO. 1

WHEREAS, pursuant to Minnesota Stat. Sec. 169.09, the local road authority is authorized to erect traffic control devices, and

WHEREAS, the Rice County board of Commissioners have jurisdiction over County State Aid Highway (CSAH) 1 in the City of Dundas, MN, and

WHEREAS, CSAH 1 is an urban roadway serving mixed use of residential, pedestrian and commercial traffic, and

WHEREAS, recent commercial redevelopment has increased pedestrian and vehicular traffic volumes significantly, and

WHEREAS, public safety concerns have been raised by the unrestricted parking along CSAH 1, and

WHEREAS, it is in the best interest of the travelling public to establish a “NO PARKING” zone along a portion of the westbound segment of CSAH 1.

THEREFORE BE IT RESOLVED, that the County shall ban the parking of motor vehicles on the north side of County State Aid Highway No. 1 (Hester Street), from the intersection of 2nd Street North, west to Railway Street, and

BE IT FURTHER RESOLVED, that the Highway Department erect suitable signs to identify the area.

Dated this 9th day of October, 2018.

RICE COUNTY BOARD OF

COMMISSIONERS
Steve Bauer, Chairperson

ATTEST:

Sara Folsted, County Administrator
CITY OF DUNDAS  
COUNTY OF RICE  
STATE OF MINNESOTA  

RESOLUTION NUMBER 2018 - 30  

A Resolution Requesting Rice County Permit  
Limiting Parking on a Section of CSAH #1 / Hester Street East  

WHEREAS due to an increase in traffic and in the interest of public safety, the Dundas City Council, Dundas, Minnesota, (the "City") believes limiting parking along a short segment of CSAH #1 / Hester Street East west of Second Street and east of Railway Street will improve public safety; and  

WHEREAS the portion includes a bridge across the Cannon River; and  

WHEREAS vehicles parked on both sides close to the bridge narrow the apparent available roadway; and  

WHEREAS there is no sidewalk on the north side of the street by which pedestrians can access an intersection crossing; and  

WHEREAS the north side of CSAH #1 / Hester Street East is a designated snowmobile route and parking along that side forces snowmobiles further into the traffic lane, often against oncoming traffic; and  

WHEREAS the Chief of Police of the City is requesting parking be limited along the section;  

NOW THEREFORE BE IT RESOLVED by the Dundas City Council, that Rice County permit the City to post and enforce no parking along the north side of CSAH #1 / Hester Street East between Second Street and Railway Street.  

ADOPTED by the City Council of Dundas, Minnesota on this 29th day of May 2018.  

CITY OF DUNDAS BY:  

ATTEST:  

Glenn Switzer, Mayor  

John M. McCarthy, Administrator/Clerk  

Resolution 2018-30  

\[\text{\checkmark} \quad \text{Switzer} \quad \text{\checkmark} \quad \text{Cruz} \quad \text{\checkmark} \quad \text{Fowler} \quad \text{\checkmark} \quad \text{Modory} \quad \text{\checkmark} \quad \text{Pribyl}\]
AGENDA DATE: October 9, 2018

REQUEST BY: Dennis Luebbe, Highway

STATE ITEM OF BUSINESS:
Final Payment for Contract #18-54/Fahrner Asphalt Sealers, LLC

BACKGROUND:
Contract #18-54 was awarded earlier this year to Fahrner Asphalt Sealers for the application of concrete bridge deck sealant on county and township bridge decks. The work has been completed and final payment is due in the amount of $6,100.77. Total costs under this contract are $122,015.31.

FISCAL IMPACT:

COUNTY BOARD ACTION REQUESTED:
to approve the final payment to Fahrner Asphalt Sealers, LLC, contract #18-54 in the amount of $6,100.77.

Reviewed with additional material provided:  ✓  Approved
County Administrator
AGENDA DATE: October 9, 2018

REQUEST BY: Dennis Luebbe, Highway

STATE ITEM OF BUSINESS:
Final Payment for Contract #18-52/Scott Construction Inc.

BACKGROUND:
Contract #18-52 was awarded earlier this year to Scott Construction for the seal coating approximately 40 miles of county pavements. The work has been completed and final payment is due in the amount of $36,592.80. Total costs under this contract are $731,856.05.

FISCAL IMPACT:

COUNTY BOARD ACTION REQUESTED:
to approve the final payment to Scott Construction Inc. for Contract #18-52 in the amount of $36,592.80.

Reviewed with additional material provided: ✔ Approved
County Administrator
AGENDA DATE: October 9, 2018

REQUEST BY: Jake Rysavy, Parks & Facilities

STATE ITEM OF BUSINESS:
Award of Contract/Government Services Building - Addition & Renovation

BACKGROUND:
The bid date for the project will be on Thursday, October 4, 2018 at 10:00am. Results will be distributed at the board meeting.

FISCAL IMPACT:

COUNTY BOARD ACTION REQUESTED:
to approve the contract with Met-Con Construction for the Government Services Building - Addition & Renovation project in the amount of $7,280,000.

Reviewed with additional material provided: ✔ Approved
County Administrator
AGENDA DATE: October 9, 2018

REQUEST BY: Annette Peters, Auditor/Treasurer's Office

STATE ITEM OF BUSINESS:
Request to Set Hearing Date & Time for the Circle Lake Improvement District

BACKGROUND:
(Background or Memo Information)

FISCAL IMPACT:

COUNTY BOARD ACTION REQUESTED:
to approve the request to set hearing date & time for the Circle Lake Improvement District

Reviewed with additional material provided:  ✓ Approved
County Administrator
AGENDA DATE:  October 9, 2018

REQUEST BY:  Troy Dunn, Sheriff’s Office

STATE ITEM OF BUSINESS:
Adoption of Resolution #18-054/2019 Toward Zero Death (TZD) Grant Agreement

BACKGROUND:
Minnesota Department of Public Safety, Office of Traffic Safety provides funding to law enforcement agencies to conduct enhanced traffic enforcement through -- Toward Zero Death a grant funded program.

FISCAL IMPACT:

COUNTY BOARD ACTION REQUESTED:
to adopt Resolution #18-054 - 2019 Toward Zero Death Grant Agreement (CFDA# 20.600, 20.608, 20.616)

Reviewed with additional material provided:  ✓ Approved
County Administrator
RESOLUTION #18-054

TOWARD ZERO DEATH (TZD) GRANT AGREEMENT

WHEREAS, the Minnesota Department of Public Safety, Office of Traffic Safety provides funding to law enforcement agencies to conduct enhanced traffic enforcement in Rice County through the funding of the Toward Zero Death grant program; and

WHEREAS, the Minnesota Department of Public Safety, Office of Traffic Safety has established these funds to support law enforcement to promote and enforce traffic safety projects; and

WHEREAS, Rice County is eligible to receive $32,005.00 in grant funding for participation in the TZD grant program; and

WHEREAS, Sheriff Troy Dunn, or an authorized designated representative of the Sheriff’s Office, is hereby authorized to execute such agreements and amendments as are necessary to implement the project on behalf of the Rice County Sheriff’s Office and to be the fiscal agent and administer the grant.

NOW, THEREFORE, BE IT RESOLVED, that the Rice County Board of Commissioners hereby authorize the Rice County Sheriff’s Office to enter into a grant agreement, Toward Zero Death, with the Minnesota Department of Public Safety, for traffic safety enforcement projects during the period from October 1, 2018 through September 30, 2019.

Dated this 9th day of October, 2018.

RICE COUNTY BOARD OF COMMISSIONERS

____________________________
Steve Bauer, Chairperson

ATTEST:

____________________________
Sara Folsted, County Administrator
<table>
<thead>
<tr>
<th>Minnesota Department of Public Safety (&quot;State&quot;)</th>
<th>Grant Program:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office of Traffic Safety</td>
<td>2019 Towards Zero Deaths (Tzd) Enforcement</td>
</tr>
<tr>
<td>445 Minnesota Street, Suite 150</td>
<td>Project No.: 19-03-05, 19-02-05 &amp; 19-04-04</td>
</tr>
<tr>
<td>St. Paul, Minnesota 55101-5150</td>
<td>Grant Agreement No.:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Grantee:</th>
<th>Grant Agreement Term:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rice County Sheriff's Office</td>
<td>Effective Date: October 1, 2018</td>
</tr>
<tr>
<td>320 3rd Street NW #5</td>
<td>Expiration Date: September 30, 2019</td>
</tr>
<tr>
<td>Faribault, Minnesota 55021-5144</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Grantee’s Authorized Representative:</th>
<th>Grant Agreement Amount:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sergeant Mark Hlady</td>
<td>Original Agreement $32,005.00</td>
</tr>
<tr>
<td>Rice County Sheriff's Office</td>
<td>Matching Requirement $0.00</td>
</tr>
<tr>
<td>320 3rd Street NW #5</td>
<td></td>
</tr>
<tr>
<td>Faribault, Minnesota 55021-5144</td>
<td></td>
</tr>
<tr>
<td>Phone:(507) 333-3811</td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:mhlady@co.rice.mn.us">mhlady@co.rice.mn.us</a></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>State’s Authorized Representative:</th>
<th>State’s Authorized Representative:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shannon Grabow</td>
<td>Shannon Grabow</td>
</tr>
<tr>
<td>Office of Traffic Safety</td>
<td>Office of Traffic Safety</td>
</tr>
<tr>
<td>445 Minnesota Street, Suite 150</td>
<td>445 Minnesota Street, Suite 150</td>
</tr>
<tr>
<td>St. Paul, Minnesota 55101-5150</td>
<td>St. Paul, Minnesota 55101-5150</td>
</tr>
<tr>
<td>Phone: (651) 201-7063</td>
<td>Phone: (651) 201-7063</td>
</tr>
<tr>
<td>Email: <a href="mailto:shannon.grabow@state.mn.us">shannon.grabow@state.mn.us</a></td>
<td>Email: <a href="mailto:shannon.grabow@state.mn.us">shannon.grabow@state.mn.us</a></td>
</tr>
</tbody>
</table>

Federal Funding: CFDA# 20.600, 20.608, 20.616
FAIN: 18X9205464MN18, 18X920405BMN18 & 18X9204020MN18
State Funding: None
Special Conditions: None

Under Minn. Stat. § 299A.01, Subd. 2 (4) the State is empowered to enter into this grant agreement.

**Term:** Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement.

Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee will:
Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved 2019 Towards Zero Deaths (Tzd) Enforcement Application (“Application”) which is incorporated by reference into this grant agreement and on file with the State at Office of Traffic Safety, 445 Minnesota Street, Suite 150, St. Paul, Minnesota 55101-5150. The Grantee shall also comply with all requirements referenced in the 2019 Towards Zero Deaths (Tzd) Enforcement Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (https://app.dps.mn.gov/EGrants), which are incorporated by reference into this grant agreement.

**Budget Revisions:** The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

**Matching Requirements:** (If applicable.) As stated in the Grantee’s Application, the Grantee certifies that the matching requirement will be met by the Grantee.
Payment: As stated in the Grantee’s Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State’s Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over $100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION
   Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

   Signed: ____________________________________________
   Date: ____________________________________________

   Grant Agreement No. A-ENFR19-2019-RICESD-062
   PO No. 3-56032

2. GRANTEE
   The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

   Signed: ____________________________________________
   Print Name: ____________________________________________
   Title: Rice County Sheriff
   Date: ____________________________________________

   Signed: ____________________________________________
   Print Name: ____________________________________________
   Title: ____________________________________________
   Date: ____________________________________________

3. STATE AGENCY
   Signed: _____________________________
   (with delegated authority)
   Title: _____________________________
   Date: _____________________________

   Distribution: DPS/FAS
   Grantee
   State’s Authorized Representative

DPS Grant Agreement non-state (OTS 06/16)
## 2019 TZD Enforcement

### Budget Summary

<table>
<thead>
<tr>
<th>Budget Category</th>
<th>State Reimbursement</th>
<th>Local Match</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration - DWI</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Administration - Other</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Dispatch - DWI</td>
<td>$750.00</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$750.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Dispatch - Other</td>
<td>$800.00</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$800.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Enforcement - DWI</td>
<td>$20,000.00</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$20,000.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Enforcement - Distracted</td>
<td>$2,600.00</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$2,600.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Enforcement - Seat Belt</td>
<td>$6,075.00</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$6,075.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Enforcement - Speed</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Enforcement - Move Over</td>
<td>$900.00</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$900.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Operating Expenses</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>TZD Conference</strong></td>
<td><strong>$1,080.00</strong></td>
<td><strong>$0.00</strong></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1,080.00</strong></td>
<td><strong>$0.00</strong></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$32,005.00</strong></td>
<td><strong>$0.00</strong></td>
</tr>
</tbody>
</table>

---

09/26/2018

Organization: Rice County Sheriff's Department

2019 TZD Enforcement

### Budget Summary

<table>
<thead>
<tr>
<th>TZD Conference</th>
<th>$1,080.00</th>
<th>$0.00</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1,080.00</strong></td>
<td><strong>$0.00</strong></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$32,005.00</strong></td>
<td><strong>$0.00</strong></td>
</tr>
</tbody>
</table>
AGENDA DATE: October 9, 2018

REQUEST BY: Paula O'Connell, Auditor/Treasurer's Office

STATE ITEM OF BUSINESS:
Professional Services Agreement Between MnCCC & Trimin Systems, Inc.

BACKGROUND:
(Background or Memo Information)

FISCAL IMPACT:
Fees paid by MnCCC to Trimin Systems are allocated among all governmental agencies. The minimum fee to be paid to Trimin Systems for support services for the Financial systems (IFSpi) support over the duration of this agreement shall be $650,000 in 2019, $674,000 in 2020, and $699,576 in 2021. This is a 4%, 3.69%, and 3.89% respectively. Hourly support fees for service outside of the contract will be $165 in 2019, $170 in 2020, and $175 in 2021. Rice County's share of software cost in 2019 is $9,840 (3.43% increase)

COUNTY BOARD ACTION REQUESTED:
to approve the ratification of the Professional Services Agreement between Minnesota Counties Computer Cooperative and Trimin Systems, Inc. for the period of January 1, 2019 through December 31, 2021.

Reviewed with additional material provided: ✓ Approved
County Administrator
AGREEMENT TO PROVIDE PROFESSIONAL SERVICES BETWEEN
MINNESOTA COUNTIES COMPUTER COOPERATIVE

And

TRIMIN SYSTEMS, INC.

January 1, 2019

This Agreement dated and to be effective as of the date set forth above by and between the Minnesota Counties Computer Cooperative (MnCCC), a joint powers organization, 100 Empire Drive, Suite 201, St. Paul, Minnesota, 55103, for the benefit of and use by its participating end user members ("MnCCC") and TriMin Systems, Inc., 2277 Highway 36 West, Suite 250, Roseville, Minnesota, 55113 ("TriMin").

WITNESSETH

WHEREAS, MnCCC wishes to retain professional services to obtain computer programming and technical assistance for the maintenance and support of computer software system known as IFSpi, solely owned by MnCCC; and

WHEREAS, TriMin has and will be expected to render substantial service hereunder.

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, and for other good and valuable consideration, the parties agree as follows:

I. Systems to be Supported

TriMin agrees to provide computer programming, technical assistance, and related services to support and maintain the systems and systems components of the Integrated Financial System Platform Independent version (IFSpi), which for purposes of these and related agreements includes the Cash Drawer module, in exchange for MnCCC’s payment of certain fees pursuant to the support fee summary attached and incorporated by reference as Attachment A.

II. Definition of Included Support Services

The fees paid by MnCCC under this Agreement and identified in Attachment A shall fully compensate TriMin for the following Services:

A. General IFSpi Support Activities

These activities are in support of all IFSpi users:

1. Track IFSpi support incidents and report out to Joint IFSpi Committee (JIC) per the IFSpi Service Level Agreement (SLA) attached and incorporated by reference as Attachment B.
2. Provide supporting documentation for JIC meetings (up to 6 times per year) with respect to IFSpi bugs/fixes and open Enhancement Requests (including categories Approved, Completed, New, Committee, Tabled, Denied, Withdrawn and Study statuses).
3. Provide any IFSpi revisions necessitated by changes in applicable Minnesota statutes, laws or regulations. MnCCC will advise TriMin of any requested changes to IFSpi as necessitated by changes in Minnesota statutes, laws, or regulations and provide sufficient details to support TriMin in making the

IFSp Support Agreement – Page 1
changes. Further, these changes will be subject to the same enhancement scope limitation as listed in section III-H.

B. Level 1 Support

Logging of, and responding to, email and phone support requests from IFSpi users regarding IFSpi application usage. Each support request to be logged as to nature of the request/issue and county/agency/department that originated the request. Level 1 support will resolve basic user issues for the IFSpi users and escalate more complex issues to Level 2 support. Also described in Attachment B.

Level 1 support will be performed by TriMin for participating MnCCC counties and agencies and other applicable independent users as approved by MnCCC, and only these users are to be charged for Level 1 support. See Attachment C.

C. Level 2 Support

Engage with IFSpi users on more complex support issues as escalated from Level 1 support. Will resolve issues that can be addressed via ad hoc training, provide alternate approaches to resolving issue, or by documenting the issue more fully so that it can be addressed by Level 3 support as an MnCCC bug, or enhancement request. Level 2 support will provide direction to IFSpi users and to Level 3 support in terms of whether or not the IFSpi functionality is working as designed, or appearing to be a “bug” in the code that needs to be addressed by Level 3. If it is determined that the code is functioning as designed, then the IFSpi user will be instructed to submit an enhancement request to MnCCC (via their logical support organization). Level 2 support will also perform functional application testing prior to new release of updates to applications.

Level 2 support will be performed by TriMin and chargeable to MnCCC as listed in Attachment C. These fees are included and part of this contract pricing. No additional charges will be allowed without prior authorization by MnCCC.

D. Level 3 Support

Perform IFSpi code analysis, programming, testing and project management related to bugs as escalated from Level 2 support.

Level 3 support will also include the following:

1. Estimating of IFSpi Functional Enhancement Requests, based on the documented requirements as submitted by MnCCC and Level 2 support.
2. Technical Design of approved Functional Enhancement Requests, with review and sign-off by MnCCC prior to coding activities on projects over 20 hours.
4. On-going design, development, technical testing and deployment as described in “IFSpi Infrastructure Modernization” Section II-E below.

Level 3 support will be performed by TriMin and chargeable to MnCCC. These fees are included and part of this contract pricing. No additional charges will be allowed without prior authorization by MnCCC.

IFSpi Support Agreement – Page 2
E. Installation Support

For counties/agencies not able or interested in performing their own IFSpi product updates or installation of new releases, or who do not have another provider (i.e. MSCC), TriMin will perform the installations as part of this optional support element. A minimum hourly fee will be charged per installation per the fee table in Attachment A.

Installation support will be performed by TriMin and chargeable only to counties who choose this option.

F. IFSpi Analyst Services

In addition to Level 2 Support activities, the TriMin staff assigned the IFSpi Analyst work load will proactively engage in the following:

1. On-going updates to IFSpi end user documentation. TriMin to develop and manage a “plan” for on-going user documentation updates that will be prioritized and based on analysis of frequent support topics and the need to replace legacy (green screen) documentation over time.
2. Develop training materials and training videos for use by IFSpi community. Provide web and/or “live” training quarterly at events mutually agreed upon with MnCCC.
3. Serve as primary liaison to the Joint IFS Committee (JIC), JIC Subcommitees and work directly with MnCCC and individual MnCCC end users as appropriate, to fully define and document requirements for IFSpi functional enhancements prior to submission to Level 3 for estimates, or coding activities.
4. Provide communication from MnCCC to Level 3 technical staff regarding functional requirements for IFSpi and Cash Drawer and support end users needs and desires with respect to the software.

IFSpip Analyst role will be performed by TriMin and chargeable to MnCCC. These fees are included and part of this contract pricing. No additional charges will be allowed without prior authorization by MnCCC.

G. IFSpi Infrastructure Modernization

With the specific activity as agreed to and approved by MnCCC, Level 3 support will work continuously on the underlying architecture of IFSpi with the goal of remaining current with respect to the “code stack” that supports the functional capabilities of IFSpi and which will take up to 3,000 person hours to complete. The code stack refers to, but is not limited to: security layer, web browser, web server, framework, software and scripting language, web services and other interfaces. In addition to this activity, also includes new capabilities to support a more automated installation of product updates and new releases, and on-going technical documentation of same. Technical documentation requirements to be defined with MnCCC and prioritized along with code update activity. Examples of technical documentation:

1. Detailed documentation on the database structure and core application design, interfaces and Microsoft AD integration.
2. Documentation on all application module usage and code levels, including any registrations or licensing. Develop a plan to keep these current, patched and up to date.

TriMin will develop and maintain an IFSpi Infrastructure Modernization report document, to include: descriptions of specific modernization activities – including the rationale for why it was needed and hours logged by resource to support activities.

The IFSpi infrastructure modernization fund is to include 3,000 person hours during this agreement, initially allocated at 1,000 hours for each calendar year, with bi-monthly report out on specific progress made against approved plans and hours logged. Should 1,000 hours not be sufficient for the demand/needs in
this area, then additional hours may be authorized by MnCCC during a calendar year, including the allocation of hours from future years, and/or new hours chargeable at time and materials rates, per Attachment A.

Should TriMin fail to utilize 1,000 hours in support of IFSpi infrastructure modernization during a given calendar year, then any unused hours will be rolled into the next calendar year(s). During year 3 of this agreement, if the balance of hours required for IFSpi infrastructure support, based on actual activity in year 1 and year 2, is projected to be greater than remaining hours required to support known modernization activities then hours may be shifted to IFSpi functional enhancement activity to “consume” available hours. At this contract’s end (December 31, 2021) any unused hours will not be recoverable.

IFSpi modernization will be performed by TriMin only and associated costs are included in this Agreement.

H. Additional Requirements

1. TriMin must obtain written permission from MnCCC to add any plug ins or third party code incorporated into the IFSpi system. This includes, but is not limited to, any “Freeware” or “Shareware”. Once approved, those plugins will be maintained and updated as part of this Agreement without any additional fees, unless a special support addendum is executed and attached to this Agreement. TriMin will continue to provide MnCCC a detailed list specifying all third party code and plugins, used in the existing IFSPI application. The listing to be updated and provided to MnCCC annually, or more frequently if any significant changes made. MnCCC acknowledges and agrees that pre-existing plug ins and third party code incorporated into the IFSpi system are accepted, and shall remain subject to support hereunder.

2. TriMin shall provide current, full and detailed database and application design and programming documentation for all parts of the IFS application including 3rd party add ons, per provision in Section II – G above.

3. TriMin shall follow the MnCCC policy on submission of source code and documentation to MnCCC.

4. TriMin shall maintain and provide to MnCCC annually, or more frequently as requested by MnCCC, the following Version Control documents:
   i. County/Agency Listing – Identifying version level of IFSpi and Cash Drawer (if installed) for each county/agency.
   ii. The latest release notes documentation to include functions added to IFSpi and Cash Drawer in latest release.

I. Service Level Agreement, Priorities and Escalation – See Attachment B.

J. Virus, Malware, Unapproved and/or Unauthorized Code

1. The current business practice in today’s world is the electronic distribution of application software, data, help files, etc. from TriMin. This can be achieved either via an electronic download of information through the internet, or through the receipt of electronic media (e.g. DVD, CD, tape, etc.). It is imperative that TriMin take responsibility for delivering their electronic files with no virus, malware or unapproved/unauthorized code to MnCCC. TriMin warrants and represents that any data, programs, hardware or firmware provided, or sourced, by TriMin to MnCCC shall be free, at the time of shipment, of any computer virus, malware, unapproved and/or unauthorized code.

2. “Virus, Malware, Unapproved and/or Unauthorized Code” shall be defined as any harmful or hidden programs or data incorporated therein with malicious or mischievous intent, including any code, program or device that would shut off or otherwise allow unrestricted access and use by MnCCC, its members and other licensees. This would also include, but not limited to, the entering of any illegal,
virus, malware, unapproved and/or any unauthorized code containing or triggering any copyright, insane, mentally disturbing, vulgar, adult or porn type, virus, malware, trojans, bugs, tracking or reporting code or device, or politically motivating data into MnCCC and/or member systems or networks.

K. Compliance with Laws

The parties shall each abide by all Federal, State or local laws, statutes, ordinances, rules and regulations now in effect, or hereafter adopted, pertaining to this Agreement or the subject matter of this Agreement. This shall include obtaining all licenses, permits or other rights required for the provision of services contemplated by this Agreement. This Agreement shall be governed by and construed in accordance with the internal substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement, to be commenced by TriMin or MnCCC, shall be venued in the applicable federal or state courts located in Ramsey County, Minnesota, and TriMin and MnCCC each hereby irrevocably consents to the jurisdiction and venue of such courts.

L. Ownership, Proprietary Considerations and Data Security

1. TriMin agrees to ensure confidentiality of all work performed pursuant to this Agreement, including source code development and all MnCCC/TriMin documentation pertaining to the system design to avoid pirating of this information and subsequent software license disputes. TriMin shall assign to MnCCC, and MnCCC shall solely own any data, databases, programs, or interfaces developed by TriMin as a result of this Agreement.

2. MnCCC and TriMin agree that all materials and information developed under this Agreement shall become the sole property of MnCCC.

3. TriMin agrees to protect the security of and to keep confidential all data received or produced under the provisions of this Agreement, and shall not disclose them without the prior written consent of MnCCC.

4. Procedures and software created by TriMin pursuant to this Agreement, or modifications made to existing software to meet the specifications herein, shall be proprietary to MnCCC. TriMin shall not disclose or otherwise make said software available to third parties, or utilize in any other non-related applications without prior written consent of MnCCC.

5. TriMin shall not disclose to any party any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness or problem regarding data security in users' computer systems, or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by MnCCC and/or MnCCC members, without express written authorization of the other party. The provisions of this Section, shall survive the expiration or termination of this Agreement.

III. Items Not Included

This Agreement does not include support for non-IFSpI issues. Below are some examples of items not included in this support agreement, which will be identified and disclosed by TriMin to MnCCC as non-included services, in order to provide an opportunity for MnCCC (and in certain cases, MnCCC's end user) to accept or decline such services in writing and prior to initial performance by TriMin in each case:

A. Any third party software (fees or support), this does not include any 3rd party code or plugins used in the application.

B. Server migrations and server setup.

C. Operating System updates or troubleshooting (IBM i or Windows servers).
D. Applying application server and/or web server updates.
E. Networking issues internal to county or agency.
F. Local PC operating system support or troubleshooting.
G. Remote connection issues.
H. IFSpi functional enhancements greater than 20 hours, without additional approval and funding by MnCCC.
I. Other support for non-IFSpi / non-Cash Drawer applications or county systems.
J. Future third party fees (if any) for what is currently “freeware” embedded within IFSpi (i.e. Crystal Reports viewer, x1s converter, PDF viewer, etc.).

IV. Billings of Charges and Costs

A. TriMin shall bill MnCCC the charges and costs for all support services, and at the rates set forth in Attachment A.

The minimum fee to be paid to TriMin for support services for IFSpi support over the duration of this Agreement shall be $650,000 in 2019, $674,400 in 2020, and $699,576 in 2021, with support fees as defined in Attachment A. Any expenditure in addition to those specified above must be pre-authorized in writing by MnCCC. Additional services will be provided at the hourly rates and specifications defined in Sections C and D below.

Calendar quarter shall mean three (3) consecutive calendar months and the quarter shall commence with, respectively, the months of January, April, July, and October, of each calendar year. TriMin shall invoice MnCCC, and MnCCC shall invoice and collect quarterly support fees from its users.

B. Invoices pursuant to Section III-A, above, shall be billed in advance to MnCCC on a quarterly basis and shall be paid by MnCCC within sixty (60) days of the date of the invoice, other than any portion(s) disputed in good faith by MnCCC.

C. The chargeable hourly rates by TriMin during the duration of this Agreement for project management, technical work and training personnel shall be those as defined in Attachment A.

D. For any and all services pre-authorized by MnCCC, the breakdown of the actual hours worked shall be reported by TriMin to MnCCC, which reserves the right to inspect TriMin's time records to substantiate charges and costs.

E. Direct Support (projects outside of this support Agreement) will also be available to users at the annual rates specified in Attachment A. Direct Support services will be billed to MnCCC, who will then bill the requesting county. Both requesting county and MnCCC to sign any related Statement of Work (SOW).

F. For services pre-authorized and performed pursuant to this Agreement, TriMin is authorized to bill for time incurred in actual travel, and for all transportation and overnight expenses except automobile mileage as per the US General Services Administrative Schedule.

G. Non-payment and remedies of TriMin: In the event that MnCCC does not pay TriMin within sixty (60) days of the date of the invoice (other than any portion disputed in good faith), TriMin shall have the option to terminate its obligation to render further services to MnCCC upon at least ninety (90) days' written notice thereof.
V. Representations, Warranties and Indemnifications of the Parties

A. Each party represents and warrants that it has the right to enter into this agreement.

B. Except as expressly provided in this Agreement, neither party makes any warranty, either express or implied, with respect to the IFSpi computer software system or software support services provided herein, their quality, merchantability, or fitness for a particular purpose. Except as expressly provided in this Agreement, there are no warranties, either express or implied, regarding the IFSpi computer software system or software support services provided hereunder, and any and all such warranties are hereby disclaimed and negated. No oral or written information or advice given by either party or its employees shall create a warranty or make any modification, extension or addition to this warranty.

C. In no event whatsoever shall either party be liable to the other or to third parties for any damages caused, in whole or in part, by the use of the IFSpi computer software system or the software support services provided hereunder, or for any lost revenues, lost profits, lost saving or other direct or indirect, incidental, special, statutory or consequential damages incurred by any person, even if advised of the possibility of such damages or claims.

D. TriMin further represents, warrants and agrees as follows:

1. TriMin represents and warrants that any modifications, enhancements, or related products furnished pursuant to Section 1 above will be designed and developed in a skilled, ethical, professional and lawful manner, and are designed to and will meet the functional and performance specifications and standards to be agreed upon by the parties and will execute on the IBM iSeries, Current Microsoft Server and SQL, PC networks, and Websphere Application server (or mutually agreed upon future modernizations).

2. TriMin further warrants that these services will not alter or diminish the underlying performance of the existing IFSpi software system.

3. TriMin represents and warrants that the modifications or enhancements and related products are, or shall be when completed and delivered hereunder, original work products, that are each hereby irrevocably assigned to and shall be owned by MnCCC that neither the modifications, enhancements, and related products nor any of their elements nor the use thereof shall violate or infringe upon any patent, copyrights, trade secret or other third party legal rights.

4. TriMin will provide true, correct and complete copies of the IFSpi source code to MnCCC and at no charge at least twice per calendar year, and at other times upon MnCCC's reasonable request. MnCCC will provide TriMin with written media, logistics, and delivery instructions.

5. TriMin agrees to perform background checks on any new hires that may provide services to MnCCC during the term of this Agreement, and to have all employees providing services hereunder as of or after January 1, 2019, bonded to work on a financial system by a bonding company authorized by the State of Minnesota. If MnCCC desires to increase the bonding amount beyond the amount TriMin has secured any additional fees associated with the increase in bonding amount will be paid for by MnCCC over and above the fees listed in section IV above.

E. MnCCC further represents, warrants and agrees as follows:

1. MnCCC represents, warrants, and covenants that it will provide the cooperation and assistance of its personnel, as reasonably required, and as would be necessary for the completion of TriMin's services hereunder, to the extent that the services are being rendered for MnCCC and for the
MnCCC activity or system involved.

2. MnCCC represents and warrants that it will make prompt and full disclosure to TriMin of any unpublished information it receives regarding the government requirements and regulations related to the government program which the system services, in order to assist TriMin with its ongoing contractual obligations to monitor Minnesota legislative and administrative activities, and to update IFSpi, in order to accommodate applicable changes in Minnesota laws.

VI. Other Conditions

A. Entire Agreement

Requirement of a Writing: It is understood and agreed that the entire agreement of the parties is contained herein, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreement presently in effect between the parties relating to the subject matter hereof.

Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the authorized representatives of the parties.

B. Non-Assignment

TriMin shall not assign any interest in the Agreement without the prior written consent of MnCCC thereto, provided, however, that claims for money due or to become due to TriMin from MnCCC under this Agreement may be assigned to a bank, trust company, or other financial institutions without such approval.

C. Conflicts of Interest

TriMin covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance under this Agreement. TriMin further covenants that in the performance of this Agreement, no persons having any such conflicting interest shall be employed.

D. Subcontracting

None of the work or services covered by this Agreement, and properly authorized by MnCCC, shall be subcontracted without prior written approval of MnCCC. TriMin shall provide MnCCC with written notification requesting the use of subcontract resource ahead of engaging the resource. MnCCC shall respond in writing, in a timely manner, with approval or denial of request.

Said written consent shall not be unreasonably withheld in the event that TriMin shall reasonably request the authority to delegate or subcontract or consult regarding services to be provided hereunder and shall do so in writing except in the event of emergency, and shall request such authority only as to qualified personnel or entities, all of which shall be without any release of the full responsibility and liability of TriMin hereunder to MnCCC.

Furthermore, such third party subcontractor(s) shall produce an expressed agreement acknowledging receipt of a copy of this Agreement and such third party’s agreement to be bound by its provisions, as well as any nondisclosure agreements or other obligations in force between TriMin and MnCCC.
E. Expenses Incurred

No payment shall be made under this Agreement for any expenses incurred in a manner contrary to any provision contained herein or in a manner inconsistent with any federal, state, or local law, rule, or regulation.

F. Independent Contractor

For the purpose of this Agreement, TriMin is an independent contractor. Any and all employees, members, or associates or other persons, while engaged in the work or services required to be performed by TriMin under this Agreement, shall be considered employees of TriMin; and any and all claims that may or might arise on behalf of said employees or other persons as a consequence of any act or omission on the part of said employees or TriMin, shall in no way be the obligation, liability or responsibility of MnCCC.

G. Insurance. TriMin, for the benefit of itself and MnCCC, at all times during the term of this Agreement, shall maintain and keep in full force and effect the following:

1. A single limit, combined limit, or excess umbrella automobile liability insurance policy, if applicable, covering agency-owned, non-owned, and hired vehicles used regularly in the provision of services under this Agreement, in an amount of not less than one million five hundred thousand dollars ($1,500,000) per accident for combined single limit.
2. A single limit or combined limit or excess umbrella general liability insurance policy of an amount of not less than one million dollars ($1,000,000) for property damage arising from one (1) occurrence, one million dollars ($1,000,000) for total bodily injury including death and/or damages arising from one (1) occurrence, and one million dollars ($1,000,000) for total personal injury and/or damages arising from one (1) occurrence. Such policy shall also include contractual liability coverage.
3. Statutory Worker's Compensation Insurance.
4. Professional liability (errors and omissions) insurance in an amount of not less than two million dollars ($2,000,000).
5. TriMin will provide MnCCC with certificates of insurance by the end of the first month of the Agreement. The certificate of insurance shall provide that the insurance carrier will notify MnCCC in writing at least thirty (30) days prior to any reduction, cancellation, or material alteration in TriMin's required minimum insurance coverage. MnCCC shall be named as an additional insured party in each policy.

H. Local Alterations

For the system supported under this Agreement, the version maintained by TriMin shall be designated the "Base System". The parties to this Agreement agree to accept the base system and modifications to the base system as approved by the MnCCC. TriMin shall not be liable for claims arising from any and all versions that include local alterations. The term "Local Alterations" shall include, but not be limited to, any software modification, and any modification to system operations contrary to those specified in the system documentation.

I. Data Practices

All data collected, created, received, maintained, disseminated or used for any purposes in the course of the Agreement shall be in accordance with the MnCCC confidentiality and ownership policies.
of TriMin's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13, and any other applicable state statutes and rules adopted to implement the Act as well as other applicable state and federal laws, including those on data privacy. TriMin agrees to abide by these statutes, rules and regulations currently in effect and as they may be amended. TriMin designates Director of Services, as its "responsible authority" pursuant to the Minnesota Government Data Practices Act for purposes of this Agreement, the individual responsible for the collection, reception, maintenance, dissemination, and use of any data on individuals and other government data including summary data. Any replacement of TriMin's responsible authority will be effective on MnCCC's receipt of written notice thereof given by TriMin.

J. **Force Majeure**

TriMin shall not be held responsible for delay or failure to perform when such delay or failure is due to any of the following uncontrollable circumstances: fire, flood, epidemic, strikes, wars, acts of God, unusually severe weather, acts of public authorities, or delays or defaults caused by public carriers.

K. **Severability**

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or other phrase of this Agreement is, for any reason, held to be contrary to the law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining provisions of this Agreement.

L. **Governing Laws**

The internal laws of the State of Minnesota shall govern as to the interpretation, validity, and effect of this Agreement, without regard for applicable conflicts of law principles.

M. **Non-Discrimination**

In carrying out the terms of this Agreement, TriMin shall not discriminate against any employee, applicant for employment, or other person, supplier, or contractor, because of race, color, religion, sex, marital status, national origin, disability, or public assistance.

N. **Document Examination**

All books, records, documents and accounting procedures and practices of TriMin relative to this Agreement are subject to examination by MnCCC, and either the legislative auditor or the state auditor as appropriate in accordance with the provisions of Minn. Stat. Section 16B.06, Subd. 4.

**VII. Term and Termination**

The term of this Agreement shall be January 1, 2019, to December 31, 2021, inclusive, unless earlier terminated prior to expiration as provided herein.

This Agreement may be terminated prior to expiration by MnCCC or by TriMin for default, and by written notice of default given by the non-breaching party, and to be effective upon expiration of a designated cure period of not less than thirty (30) days, unless the party alleged to be in default has cured such default(s) within such thirty (30) day cure period.
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed intending to be bound thereby.

TriMin Systems

By: 

Title: VP, Director of Service

Date: 8/6/2018

MnCCC

By: 

Title: Chair

Date: August 9, 2018
MnCCC
By:
Title: Executive Director
Date: 8/7/2018

MnCCC
By:
Title: JIC Chair
Date: 8-10-18
ATTACHMENT A

IFS Support Agreement 2019 – 2021

Fee Summary – Annual

<table>
<thead>
<tr>
<th>IFS Release Update Fees</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hourly Rates</td>
<td>$165</td>
<td>$170</td>
<td>$175</td>
</tr>
</tbody>
</table>

IFS Analyst role fees are included in Level 2/3 Support in the Fee Summary above, as the IFS Analyst role is primarily responsible for Level 2 Support, in addition to other duties for IFS Analyst role as listed earlier in this document.
ATTACHMENT B

Service Level Agreement (SLA) Obligations and Procedures – IFSpi Support

This Attachment defines the SLA requirements referenced in the master agreement.

Severity Levels, Prioritization, and Response Time Requirements

- Each Support request will be logged into TriMin’s support tracking system (JIRA) and assigned a unique tracking number.
- New Support Requests will be given a label regarding Severity:
  - **Severity 1: Critical Business Impact** - IFSpi system is not accessible
  - **Severity 2: Significant Business Impact** – An IFSpi component is unavailable to users
  - **Severity 3: Some Business Impact** - IFSpi system is fully available, but a significant issue is causing delays or workarounds
  - **Severity 4: Minimal Business Impact** - IFSpi system is fully available, but minor issue requires assistance
- Highest priority will be given to Severity 1 issues, with Severity 2, 3, and 4 in descending priority sequence.
- End user will assign severity, TriMin can adjust severity label with MnCCC approval.
- Response Time Goals:
  - **Severity 1** – Within 1 hour for initial response, with all available TriMin resources to support until IFSpi system is up and running again. TriMin resources will work 7 days a week, 24 hours a day until the issue is solved. TriMin will provide regular updates to the client personnel on the status and resolution of the issue. MnCCC and the effected client personnel shall be notified if the issue is not resolved in 4 hours. The notification shall include an expected time to resolution. This update shall occur every 4 hours until the issue is resolved.
  - **Severity 2** – Within 2 hours for initial response, subject to Severity 1 priorities, with all available resources to support issue resolution until the issue is solved. Regular updates (at least at every 20 hour work interval) will be provided by TriMin to client designated staff. Escalation to designated MnCCC and client-personnel is required after 20 working hours if the issue has not been resolved. TriMin will work on these issues during normal business hours.
  - **Severity 3** – Within 4 hours for initial response, subject to Severity 1 and 2 priorities. Regular updates (at least at every 40 hour work interval) will be provided by TriMin to client designated staff. Escalation to designated MnCCC and client-personnel is required after 60 working hours if the issue has not been resolved. TriMin will work on these issues during normal business hours.
  - **Severity 4** – within 8 hours for initial response, subject to Severity 1, 2 and 3 priorities. TriMin will work on during normal business hours. These issues are expected to be resolved within a commercially reasonable time. No escalation of these types of issues is required unless the issue has not been resolved within 3 months. After 3 months escalation of the issue must be made to MnCCC, and the affected client designated staff.
Hours of Service

TriMin Support for IFSpI will be staffed and available from 8:00 A.M. to 4:30 P.M. central time, Monday through Friday, excluding TriMin holidays.

Boundaries of Service

The focus of TriMin’s support is the IFSpI application and while many other factors can affect the availability and performance of IFSpI, TriMin will engage and assist in problem determination until an acceptable resolution is reached. Issues not covered by IFSpI support may include:

- Internal county/agency IT responsible systems
- Another vendor/application support not related to IFSpI
- IBM core operating systems, except as related to IBM standard updates that IFSpI must operate under/or with.
- Microsoft core operating systems, except as related to Microsoft standard updates that IFSpI must operate under/or with.
- Billable services from TriMin (for a project outside of IFSpI Support Agreement)

Examples of services not covered under the IFSpI Support Agreement:

- 3rd party software fees or support unless the 3rd party software is part of the IFSpI application.
- Server migrations and server setup.
- Operating System updates or troubleshooting (IBM or Windows servers), except as related to Microsoft or IBM standard updates that IFSpI must operate under / or with.
- Applying OS updates to application and/or web server updates.
- Networking issues internal to county or agency.
- PC Issues or PC troubleshooting, except as related to Microsoft or IBM standard updates that IFSpI must operate under / or with.
- Remote connection issues.
- Issues controlled by State of MN.
- Issues caused or initiated by county/agency that impact IFSpI or Cash Drawer that require TriMin assistance to resolve (i.e. user error - approving budget prematurely and needing to manually “fix” data).
- Support for non-IFSpI / non-Cash Drawer applications or county systems.
- Future 3rd party fees (if any) for what is currently “freeware” embedded within IFSpI (i.e. Crystal Report’s viewer, xls converter, PDF viewer, etc.) These must be identified ASAP and a written report supplied to MnCCC within 90 days of contract signing.

Customer Responsibilities

- IFSpI Users will support their own requests for support with timely communication during and after problem resolution.
- IFSpI users will provide a high speed remote access capability to TriMin, as needed, to help resolve support issues. TriMin agrees to follow the individual agencies / counties requirements for this connectivity.
- IFSpI users will work with their local IT staff to rule out local issue before contacting TriMin.
• IFSpi users are encouraged to consult the TriMin IFS Portal and/or IFS Golden for additional help information.
• Users need to supply as much detail of the issue to the TriMin help desk as possible. Examples of information needed is:
  o Knowing if they are running IE in compatibility mode, and what IE version they are on.
  o Knowing if the issue is isolated, or happening multiple times and to different IFSpi users.
  o If the problem can readily be recreated, knowing the specific steps that cause the issue.
  o Knowing if any changes have occurred in the local system/network environment (new levels of operating system, or hardware, or web server, etc.).
  o If any local diagnostics were run, being able to share them with TriMin.
  o Sharing screen shots of issue, or error code.

Reporting

• TriMin will provide MnCCC approved reports to MnCCC concerning the following aspects of IFSpi Support. These reports shall be supplied bi-monthly or on a schedule mutually agreed to by MnCCC, and TriMin
  o Volume of Support Issues (new vs. resolved).
  o Resolution Type for Support Issues.
  o Volume of Issues by reporting agencies.
  o Trends in support.
  o Severity 1, 2, 3, 4 issues reported/resolved.
  o "Bugs" fixed/pending.
  o Enhancements completed/pending.
  o Modernization activities status and hours usage.
ATTACHMENT C

Levels of support will be maintained by the JIC Contract Committee and a list will be provided to TriMin upon commencement of the contract and when any changes are made.
BOARD RATIFICATION STATEMENT

The Board of ____________________________ has ratified the Professional Services Agreement between TriMin Systems Inc. and the Minnesota Counties Computer Cooperative (MnCCC) for the maintenance and support of IFS. The Agreement will be effective January 1, 2019 through December 31, 2021. This Agreement commits the participating members for the term of the contract and the financial obligations associated with this agreement.

Signed: _____________________________________________________________

Board Chair

Date:  _______________________________________________________

Attest:  _______________________________________________________

Title:  _______________________________________________________

Date:  _______________________________________________________

Attachment: Board Ratification-TriMin 2019 Contract (3229 : Professional Services Agreement between MnCCC & TriMin Systems, Inc.)
AGENDA DATE: October 9, 2018

REQUEST BY: Carol Kritzer, Human Resources

STATE ITEM OF BUSINESS:
Extra Time/Over Time Report (9/14/2018)

BACKGROUND:
(Background or Memo Information)

FISCAL IMPACT:

COUNTY BOARD ACTION REQUESTED:

Reviewed with additional material provided: ☑ Approved
County Administrator
# Hours and Earnings Report Over Standard

**Pay Date: 09/14/2018**

**Home Department: 000005**

<table>
<thead>
<tr>
<th>Payroll Name</th>
<th>Over-time Hours</th>
<th>Overtime Earnings</th>
<th>Double Time Hours</th>
<th>Double Time Earnings</th>
<th>Extra Hours</th>
<th>Extra Earnings</th>
<th>Extra Hrs over Standard</th>
<th>Extra Hrs over Standard - Earnings</th>
<th>Comp Hrs</th>
<th>Comp Paid</th>
<th>Per Diem</th>
<th>Misc Earnings</th>
<th>Beeper On-Call Earnings</th>
<th>Nurses Visits Earnings</th>
<th>Crisis Line Earnings</th>
<th>On Call Earnings</th>
<th>Term Sick Leave Pay</th>
<th>Term Vacation Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gillen, Jacob</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>$ 3,185.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
</tr>
</tbody>
</table>

**Totals for Home Department 000005**

<p>| | | | | | | | | | | | | | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>$ 3,185.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
</tr>
</tbody>
</table>

---

**Pay Date: 09/14/2018**

**Home Department: 000063**

<table>
<thead>
<tr>
<th>Payroll Name</th>
<th>Over-time Hours</th>
<th>Overtime Earnings</th>
<th>Double Time Hours</th>
<th>Double Time Earnings</th>
<th>Extra Hours</th>
<th>Extra Earnings</th>
<th>Extra Hrs over Standard</th>
<th>Extra Hrs over Standard - Earnings</th>
<th>Comp Hrs</th>
<th>Comp Paid</th>
<th>Per Diem</th>
<th>Misc Earnings</th>
<th>Beeper On-Call Earnings</th>
<th>Nurses Visits Earnings</th>
<th>Crisis Line Earnings</th>
<th>On Call Earnings</th>
<th>Term Sick Leave Pay</th>
<th>Term Vacation Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Albright, Ryan</td>
<td>3.00</td>
<td>$ 136.58</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>Elling, Debora</td>
<td>9.00</td>
<td>$ 422.96</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
</tr>
</tbody>
</table>

**Totals for Home Department 000063**

<p>| | | | | | | | | | | | | | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>12.00</td>
<td>$ 559.54</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
</tr>
</tbody>
</table>

---

**Pay Date: 09/14/2018**

**Home Department: 000104**

<table>
<thead>
<tr>
<th>Payroll Name</th>
<th>Over-time Hours</th>
<th>Overtime Earnings</th>
<th>Double Time Hours</th>
<th>Double Time Earnings</th>
<th>Extra Hours</th>
<th>Extra Earnings</th>
<th>Extra Hrs over Standard</th>
<th>Extra Hrs over Standard - Earnings</th>
<th>Comp Hrs</th>
<th>Comp Paid</th>
<th>Per Diem</th>
<th>Misc Earnings</th>
<th>Beeper On-Call Earnings</th>
<th>Nurses Visits Earnings</th>
<th>Crisis Line Earnings</th>
<th>On Call Earnings</th>
<th>Term Sick Leave Pay</th>
<th>Term Vacation Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bauer, Preston P</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>$ 130.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>Peters, Charles G</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>$ 130.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>Sammon, Thomas</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>$ 65.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>Streiff, Michael G</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>$ 65.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
</tr>
</tbody>
</table>

**Totals for Home Department 000104**

<p>| | | | | | | | | | | | | | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>$ 390.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
</tr>
</tbody>
</table>

---

**Attachment:** Hours Earnings Reports 9-14-2018 (3222 : Extra Time/Over Time Report (9/14/2018))
## Hours and Earnings Report Over Standard

**Pay Date:** 09/14/2018

### Home Department: 000110

<table>
<thead>
<tr>
<th>Payroll Name</th>
<th>Over-time Hours</th>
<th>Overtime Earnings</th>
<th>Double Time Earnings</th>
<th>Double Time Earnings</th>
<th>Extra Hours</th>
<th>Extra Earnings</th>
<th>Extra Hrs over Standard</th>
<th>Extra Hrs over Standard Earnings</th>
<th>Comp Hrs</th>
<th>Comp Paid</th>
<th>Per Diem</th>
<th>Misc Earnings</th>
<th>Beeper On-Call Earnings</th>
<th>Nurses Visits Earnings</th>
<th>Crisis Line Earnings</th>
<th>On Call Earnings</th>
<th>Term Sick Leave Pay</th>
<th>Term Vacation Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kluge, Christopher</td>
<td>8.00</td>
<td>$ 309.48</td>
<td>2.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Linse, Alan</td>
<td>3.00</td>
<td>$ 107.55</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

**Totals for Home Department 000110**

| Total           | 11.00           | $ 417.03          | 2.00                 | 0.00                 | 0.00        | 0.00           | 0.00                   | 0.00                          | 0.00     | 0.00      | 0.00     | 0.00          | 0.00                 | 0.00                 | 0.00               | 0.00             | 0.00               | 0.00               |

### Home Department: 000121

<table>
<thead>
<tr>
<th>Payroll Name</th>
<th>Over-time Hours</th>
<th>Overtime Earnings</th>
<th>Double Time Earnings</th>
<th>Double Time Earnings</th>
<th>Extra Hours</th>
<th>Extra Earnings</th>
<th>Extra Hrs over Standard</th>
<th>Extra Hrs over Standard Earnings</th>
<th>Comp Hrs</th>
<th>Comp Paid</th>
<th>Per Diem</th>
<th>Misc Earnings</th>
<th>Beeper On-Call Earnings</th>
<th>Nurses Visits Earnings</th>
<th>Crisis Line Earnings</th>
<th>On Call Earnings</th>
<th>Term Sick Leave Pay</th>
<th>Term Vacation Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Baldwin, John</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Boehmer, Eymard</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Erickson, Dennis D</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Lobe, Frank J</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

**Totals for Home Department 000121**

| Total           | 0.00            | $ 0.00            | 0.00                 | 0.00                 | 0.00        | 0.00           | 0.00                   | 0.00                          | 0.00     | 0.00      | 0.00     | 0.00          | 0.00                 | 0.00                 | 0.00               | 0.00             | 0.00               | 0.00               |

### Home Department: 000201

<table>
<thead>
<tr>
<th>Payroll Name</th>
<th>Over-time Hours</th>
<th>Overtime Earnings</th>
<th>Double Time Earnings</th>
<th>Double Time Earnings</th>
<th>Extra Hours</th>
<th>Extra Earnings</th>
<th>Extra Hrs over Standard</th>
<th>Extra Hrs over Standard Earnings</th>
<th>Comp Hrs</th>
<th>Comp Paid</th>
<th>Per Diem</th>
<th>Misc Earnings</th>
<th>Beeper On-Call Earnings</th>
<th>Nurses Visits Earnings</th>
<th>Crisis Line Earnings</th>
<th>On Call Earnings</th>
<th>Term Sick Leave Pay</th>
<th>Term Vacation Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Budin, Nathan</td>
<td>4.50</td>
<td>$ 277.22</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>2.25</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Mador, Daryl</td>
<td>13.00</td>
<td>$ 653.64</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Malecha, Joshua T</td>
<td>6.00</td>
<td>$ 322.83</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Malecha, Macdaniel</td>
<td>15.50</td>
<td>$ 689.60</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Malepsy, Anthony</td>
<td>14.75</td>
<td>$ 570.60</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Peterson, Trevor</td>
<td>12.00</td>
<td>$ 625.50</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>
### Hours and Earnings Report Over Standard

<table>
<thead>
<tr>
<th>Payroll Name</th>
<th>Over-time Hours</th>
<th>Overtime Earnings</th>
<th>Double Time Earnings</th>
<th>Extra Hours</th>
<th>Extra Earnings</th>
<th>Extra Hrs over Standard</th>
<th>Extra Hrs over Standard - Earnings</th>
<th>Comp Hrs</th>
<th>Comp Paid</th>
<th>Per Diem</th>
<th>Misc Earnings</th>
<th>Beeper On-Call Earnings</th>
<th>Nurses Visits Earnings</th>
<th>Crisis Line Earnings</th>
<th>On Call Earnings</th>
<th>Term Sick Leave Pay</th>
<th>Term Vacation Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schmidtke, Timothy</td>
<td>9.00</td>
<td>$ 452.52</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Slinger, Matthew</td>
<td>7.50</td>
<td>$ 290.14</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Snyder, Aaron</td>
<td>1.00</td>
<td>$ 38.69</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Witt, Jason</td>
<td>3.50</td>
<td>$ 188.32</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

**Totals for Home Department 000201**

<table>
<thead>
<tr>
<th>Pay Date: 09/14/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Home Department: 000251</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Payroll Name</th>
<th>Over-time Hours</th>
<th>Overtime Earnings</th>
<th>Double Time Earnings</th>
<th>Extra Hours</th>
<th>Extra Earnings</th>
<th>Extra Hrs over Standard</th>
<th>Extra Hrs over Standard - Earnings</th>
<th>Comp Hrs</th>
<th>Comp Paid</th>
<th>Per Diem</th>
<th>Misc Earnings</th>
<th>Beeper On-Call Earnings</th>
<th>Nurses Visits Earnings</th>
<th>Crisis Line Earnings</th>
<th>On Call Earnings</th>
<th>Term Sick Leave Pay</th>
<th>Term Vacation Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bemis, Nicholas</td>
<td>4.00</td>
<td>$ 164.22</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Hanser, Randy</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Ingham, James</td>
<td>4.00</td>
<td>$ 145.26</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Krohn, Jason</td>
<td>4.00</td>
<td>$ 164.22</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Kunkel, Jeremy</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Spitzack, Mark</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>St Arnaud, Brian</td>
<td>17.00</td>
<td>$ 697.94</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Young, Benji</td>
<td>8.00</td>
<td>$ 252.60</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

**Totals for Home Department 000251**

<table>
<thead>
<tr>
<th>Pay Date: 09/14/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Home Department: 000255</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Payroll Name</th>
<th>Over-time Hours</th>
<th>Overtime Earnings</th>
<th>Double Time Earnings</th>
<th>Extra Hours</th>
<th>Extra Earnings</th>
<th>Extra Hrs over Standard</th>
<th>Extra Hrs over Standard - Earnings</th>
<th>Comp Hrs</th>
<th>Comp Paid</th>
<th>Per Diem</th>
<th>Misc Earnings</th>
<th>Beeper On-Call Earnings</th>
<th>Nurses Visits Earnings</th>
<th>Crisis Line Earnings</th>
<th>On Call Earnings</th>
<th>Term Sick Leave Pay</th>
<th>Term Vacation Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Langer, Kathryn</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Miner-Jacobson, Tracy</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Vosejiska, Shawn</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

**Totals for Home Department 000255**
<table>
<thead>
<tr>
<th>Payroll Name</th>
<th>Overtime Hours</th>
<th>Overtime Earnings</th>
<th>Double Time Hours</th>
<th>Double Time Earnings</th>
<th>Extra Hours</th>
<th>Extra Earnings</th>
<th>Extra Hrs over Standard</th>
<th>Extra Hrs over Standard - Earnings</th>
<th>Comp Hrs</th>
<th>Comp Paid</th>
<th>Per Diem</th>
<th>Misc Earnings</th>
<th>Beeper On-Call Earnings</th>
<th>Nurses Visits Earnings</th>
<th>Crisis Line Earnings</th>
<th>On Call Earnings</th>
<th>Term Sick Leave Pay</th>
<th>Term Vacation Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Pay Date: 09/14/2018**

**Home Department: 000310**

<table>
<thead>
<tr>
<th>Payroll Name</th>
<th>Overtime Hours</th>
<th>Overtime Earnings</th>
<th>Double Time Hours</th>
<th>Double Time Earnings</th>
<th>Extra Hours</th>
<th>Extra Earnings</th>
<th>Extra Hrs over Standard</th>
<th>Extra Hrs over Standard - Earnings</th>
<th>Comp Hrs</th>
<th>Comp Paid</th>
<th>Per Diem</th>
<th>Misc Earnings</th>
<th>Beeper On-Call Earnings</th>
<th>Nurses Visits Earnings</th>
<th>Crisis Line Earnings</th>
<th>On Call Earnings</th>
<th>Term Sick Leave Pay</th>
<th>Term Vacation Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assink, Douglas D</td>
<td>2.00</td>
<td>$ 99.33</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td><strong>Totals for Home Department 000310</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>2.00</td>
<td>$ 99.33</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td></td>
</tr>
</tbody>
</table>

**Pay Date: 09/14/2018**

**Home Department: 000320**

<table>
<thead>
<tr>
<th>Payroll Name</th>
<th>Overtime Hours</th>
<th>Overtime Earnings</th>
<th>Double Time Hours</th>
<th>Double Time Earnings</th>
<th>Extra Hours</th>
<th>Extra Earnings</th>
<th>Extra Hrs over Standard</th>
<th>Extra Hrs over Standard - Earnings</th>
<th>Comp Hrs</th>
<th>Comp Paid</th>
<th>Per Diem</th>
<th>Misc Earnings</th>
<th>Beeper On-Call Earnings</th>
<th>Nurses Visits Earnings</th>
<th>Crisis Line Earnings</th>
<th>On Call Earnings</th>
<th>Term Sick Leave Pay</th>
<th>Term Vacation Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Becker, Bartholomew E</td>
<td>13.00</td>
<td>$ 591.83</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>McCoy, Dillan</td>
<td>44.75</td>
<td>$ 2,315.14</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>Sweeney, Chad</td>
<td>4.50</td>
<td>$ 277.22</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td><strong>Totals for Home Department 000320</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>62.75</td>
<td>$ 3,164.19</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td></td>
</tr>
</tbody>
</table>

**Pay Date: 09/14/2018**

**Home Department: 000395**

<table>
<thead>
<tr>
<th>Payroll Name</th>
<th>Overtime Hours</th>
<th>Overtime Earnings</th>
<th>Double Time Hours</th>
<th>Double Time Earnings</th>
<th>Extra Hours</th>
<th>Extra Earnings</th>
<th>Extra Hrs over Standard</th>
<th>Extra Hrs over Standard - Earnings</th>
<th>Comp Hrs</th>
<th>Comp Paid</th>
<th>Per Diem</th>
<th>Misc Earnings</th>
<th>Beeper On-Call Earnings</th>
<th>Nurses Visits Earnings</th>
<th>Crisis Line Earnings</th>
<th>On Call Earnings</th>
<th>Term Sick Leave Pay</th>
<th>Term Vacation Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aase, Becky</td>
<td>5.00</td>
<td>$ 191.85</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>Askelson, David</td>
<td>4.50</td>
<td>$ 161.33</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td><strong>Totals for Home Department 000395</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>9.50</td>
<td>$ 353.18</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td></td>
</tr>
</tbody>
</table>

8.A.1.a Packet Pg. 82
### Hours and Earnings Report Over Standard

**Pay Date: 09/14/2018**

#### Home Department: 000397

<table>
<thead>
<tr>
<th>Payroll Name</th>
<th>Over-time Hours</th>
<th>Overtime Earnings</th>
<th>Double Time Hours</th>
<th>Double Time Earnings</th>
<th>Extra Hours</th>
<th>Extra Earnings</th>
<th>Extra Hrs over Standard</th>
<th>Extra Hrs over Standard - Earnings</th>
<th>Comp Hrs</th>
<th>Comp Paid</th>
<th>Per Diem</th>
<th>Misc Earnings</th>
<th>Beeper On-Call Earnings</th>
<th>Nurses Visits Earnings</th>
<th>Crisis Line</th>
<th>On Call Earnings</th>
<th>Term Sick Leave Pay</th>
<th>Term Vacation Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dierst, Kenneth</td>
<td>4.50</td>
<td>$150.80</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Jirk, Sara</td>
<td>5.00</td>
<td>$191.85</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Sachse, David</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>11.20</td>
<td>$202.05</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Totals for Home Department: 000397</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$150.00</td>
<td>$191.85</td>
<td>$202.05</td>
</tr>
</tbody>
</table>

#### Pay Date: 09/14/2018

#### Home Department: 000433

<table>
<thead>
<tr>
<th>Payroll Name</th>
<th>Over-time Hours</th>
<th>Overtime Earnings</th>
<th>Double Time Hours</th>
<th>Double Time Earnings</th>
<th>Extra Hours</th>
<th>Extra Earnings</th>
<th>Extra Hrs over Standard</th>
<th>Extra Hrs over Standard - Earnings</th>
<th>Comp Hrs</th>
<th>Comp Paid</th>
<th>Per Diem</th>
<th>Misc Earnings</th>
<th>Beeper On-Call Earnings</th>
<th>Nurses Visits Earnings</th>
<th>Crisis Line</th>
<th>On Call Earnings</th>
<th>Term Sick Leave Pay</th>
<th>Term Vacation Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coulter, James</td>
<td>4.50</td>
<td>$124.13</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Grass, Cecilia</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Knutson, Stacy</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>1.00</td>
<td>$28.97</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Mulligan, Sara L</td>
<td>2.50</td>
<td>$120.86</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>$28.97</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$341.45</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Peterson, Colleen</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$393.68</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Schultz, Ann</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Stover, Kelsey</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Totals for Home Department: 000433</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$124.13</td>
<td>$120.86</td>
<td>$28.97</td>
</tr>
</tbody>
</table>

#### Pay Date: 09/14/2018

#### Home Department: 000451

<table>
<thead>
<tr>
<th>Payroll Name</th>
<th>Over-time Hours</th>
<th>Overtime Earnings</th>
<th>Double Time Hours</th>
<th>Double Time Earnings</th>
<th>Extra Hours</th>
<th>Extra Earnings</th>
<th>Extra Hrs over Standard</th>
<th>Extra Hrs over Standard - Earnings</th>
<th>Comp Hrs</th>
<th>Comp Paid</th>
<th>Per Diem</th>
<th>Misc Earnings</th>
<th>Beeper On-Call Earnings</th>
<th>Nurses Visits Earnings</th>
<th>Crisis Line</th>
<th>On Call Earnings</th>
<th>Term Sick Leave Pay</th>
<th>Term Vacation Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cordes, Loretta</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>$50.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>DeYoung-Harper, Katri</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>$150.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Date: 09/22/2018**

Page: 5 of 6

Attachment: Hours Earnings Reports 9-14-2018 (3222 : Extra Time/Over Time Report (9/14/2018))
<table>
<thead>
<tr>
<th>Payroll Name</th>
<th>Overtime Hours</th>
<th>Overtime Earnings</th>
<th>Double Time Hours</th>
<th>Double Time Earnings</th>
<th>Extra Hours</th>
<th>Extra Earnings</th>
<th>Extra Hrs over Standard</th>
<th>Extra Hrs over Standard Earnings</th>
<th>Comp Hrs</th>
<th>Comp Paid</th>
<th>Per Diem</th>
<th>Misc Earnings</th>
<th>Beeper On-Call Earnings</th>
<th>Nurses Visits Earnings</th>
<th>Crisis Line Earnings</th>
<th>On Call Earnings</th>
<th>Term Sick Leave Pay</th>
<th>Term Vacation Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Velishek, Amy</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 125.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>0.00</strong></td>
<td><strong>$ 0.00</strong></td>
<td><strong>0.00</strong></td>
<td><strong>$ 0.00</strong></td>
<td><strong>0.00</strong></td>
<td><strong>$ 0.00</strong></td>
<td><strong>0.00</strong></td>
<td><strong>$ 0.00</strong></td>
<td><strong>0.00</strong></td>
<td><strong>$ 0.00</strong></td>
<td><strong>$ 0.00</strong></td>
<td><strong>$ 0.00</strong></td>
<td><strong>$ 0.00</strong></td>
<td><strong>$ 125.00</strong></td>
<td><strong>$ 0.00</strong></td>
<td><strong>$ 0.00</strong></td>
<td><strong>$ 0.00</strong></td>
<td><strong>$ 0.00</strong></td>
</tr>
<tr>
<td><strong>Pay Date: 09/14/2018</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Home Department: 000702</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Payroll Name</td>
<td>Overtime Hours</td>
<td>Overtime Earnings</td>
<td>Double Time Hours</td>
<td>Double Time Earnings</td>
<td>Extra Hours</td>
<td>Extra Earnings</td>
<td>Extra Hrs over Standard</td>
<td>Extra Hrs over Standard Earnings</td>
<td>Comp Hrs</td>
<td>Comp Paid</td>
<td>Per Diem</td>
<td>Misc Earnings</td>
<td>Beeper On-Call Earnings</td>
<td>Nurses Visits Earnings</td>
<td>Crisis Line Earnings</td>
<td>On Call Earnings</td>
<td>Term Sick Leave Pay</td>
<td>Term Vacation Pay</td>
</tr>
<tr>
<td>Feldbrugge, Kathleen</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>2.50</td>
<td>$ 67.70</td>
<td>0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>0.00</strong></td>
<td><strong>$ 0.00</strong></td>
<td><strong>0.00</strong></td>
<td><strong>$ 0.00</strong></td>
<td><strong>0.00</strong></td>
<td><strong>$ 0.00</strong></td>
<td><strong>2.50</strong></td>
<td><strong>$ 67.70</strong></td>
<td><strong>0.00</strong></td>
<td><strong>$ 0.00</strong></td>
<td><strong>$ 0.00</strong></td>
<td><strong>$ 0.00</strong></td>
<td><strong>$ 0.00</strong></td>
<td><strong>$ 0.00</strong></td>
<td><strong>$ 0.00</strong></td>
<td><strong>$ 0.00</strong></td>
<td><strong>$ 0.00</strong></td>
<td><strong>$ 0.00</strong></td>
</tr>
<tr>
<td><strong>Grand Totals</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>237.00</strong></td>
<td><strong>$ 10,734.21</strong></td>
<td><strong>2.00</strong></td>
<td><strong>$ 103.16</strong></td>
<td><strong>0.00</strong></td>
<td><strong>14.70</strong></td>
<td><strong>$ 298.72</strong></td>
<td><strong>$ 4,095.00</strong></td>
<td><strong>0.00</strong></td>
<td><strong>$ 200.00</strong></td>
<td><strong>$ 125.00</strong></td>
<td><strong>$ 735.13</strong></td>
<td><strong>$ 621.29</strong></td>
<td><strong>$ 0.00</strong></td>
<td><strong>$ 0.00</strong></td>
<td><strong>$ 0.00</strong></td>
<td><strong>$ 0.00</strong></td>
<td><strong>$ 0.00</strong></td>
</tr>
</tbody>
</table>