BECKER COUNTY BOARD OF COMMISSIONERS
Regular Meeting
Date: Tuesday, June 16, 2026 at 8:15 AM
Location: Board Room, Courthouse
or
Virtual TEAMS Meeting Option
Call-In #: 763-496-5929 - Conference I.D.: 659 105 189#

8:15 Call the Board Meeting to Order: Board Chair Jepson

1. Pledge of Allegiance

8:20 Regular Business

1. Agenda Confirmation
2. Minutes of June 2, 2026 3

8:25 Consent Agenda

1. Auditor-Treasurer: Regular Claims, Auditor Warrants, & Over 90 Days 7
2. Auditor-Treasurer: Resolution 06-26-2C - Annual Designation of an Identified Official with Authority (IOwA) 8
3. Human Services: Regular Claims, Public Health, & Transit
4. Attorney: Amendment to Minn. Stat. 241.021-presciptions at the jail 9
5. Human Resources: Resolution 06-26-2A - Approval to Meet Eligibility Criteria to Qualify for FLSA Section 7(b)(2) Exemption 12

8:30 Commissioners

1. Open Forum
2. Reports and Correspondence
3. Appointments
   a) Cormorant Lakes Watershed District 13

9:00 County Administrator

1. Report
2. Emmaus Crossroads: presented by Trevor Janich 14
3. Business Subsidy Policy - Set a Public Hearing - July 7, 2026 at 9:00 am

9:25 Human Services

1. NCT Addendum to Caseworks Software Licensing Agreement for Case Status Tracker Pilot 17
2. Opioid Settlement Fund RFP #3 Recommendations 20
3. United Behavioral Health Contract 21

9:35 Maintenance

1. Resolution 06-26-2B - Combination of Two Part-Time to One Full-Time Custodian I Position 56

9:40 Sheriff

1. Becker County Jail-UPS Battery Replacement Proposal 58

9:45 Information Technology

1. Microsoft Server Licenses
2. Camera Server Replacement 71

Adjourn

BOARD MEETING AS POSTED
BECKER COUNTY BOARD OF COMMISSIONERS
DATE: TUESDAY, June 2, 2026 at 8:15 am
LOCATION: Board Room, Courthouse

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

Agenda/Minutes:

1. Agenda – Motion and second to approve the agenda with the following updates: Add a Liquor License for Music on the Mountain to the Consent Agenda, update the bid applications for Land Use: NRM: Award Forestry Site Prep Contract to Skytech Solutions (Meyer, Hansen) carried.
2. Minutes – Motion and second to approve minutes of May 19, 2026 with the requested changes (Nelson, Meyer) carried.

Consent Agenda

1. Motion and second to approve and accept the following Consent Agenda Items: Auditor-Treasurer: Regular Claims, Auditor Warrants and Claims over 90 Days, Resolution 06-26-1E – Gambling Permit – DL Youth Hockey at WE Fest, April 2026 Cash Comparison, Sales Tax, and Investments, License List: Temporary Liquor License - Music on the Mountain – June 27, 2026 – Thomas Thiel – Erie Twp, Human Services: Regular Claims, Public Health, & Transit, Transit: Resolution 06-26-1B – Approval of Becker County Transit Revised Procurement Policy, Resolution 06-26-1C – 2026 Vehicle Replacement Grant Application, Land Use: NRM: Award Forestry Site Prep Contract to Skytech Solutions, Environmental Services: Resolution 06-26-1F – Northern Pine Sanitation – Waste Haulers License, Sheriff: WE Fest Civilian Traffic Control, Resolution 06-26-1G – 2026 Federal Boat & Water Patrol Grant Acceptance, Resolution 6-26-1J – 2026 State of Minnesota Boat & Water Grant Acceptance (Hansen, Meyer) carried.

Commissioners:

1. Open Forum:
    - Del Jasken – Would like to be appointed to the Planning & Zoning Board of Adjustments.

2. Reports and Correspondence: Reports were provided on the following meetings:
    - Commissioner Hansen – Transit, Trail Alliance, Airport, Construction & Demo Regional Study, Highway, PLMSW, Environmental.
    - Commissioner Meyer – Transit, Sheriff.
    - Commissioner Nelson – LARL, Sheriff, Joint Powers Red River Basin.
    - Commissioner Vareberg – Highway, Environmental, EDA.
    - Commissioner Jepson – EDA, Mahube.
3. Appointments.
    - Cormorant Lakes Watershed District – will bring back to the next meeting.
    - Motion and second to appoint Del Jasken to the Planning & Zoning Board of Adjustments as a Member at Large (Hansen, Meyer) carried.

County Administrator: presented by Carrie Smith.

1. Report.
    - District Meeting Friday, June 5 in Fergus Falls.
    - Board of Equalization – Monday, June 15 at 6:00 pm.
2. Probation Supervision Fees.
    - Motion and second to approve the Probation Supervision Fees Policy (Meyer, Nelson) carried.
    - Motion and second to approve Resolution 06-26-1I – Probation Supervision Fees (Meyer, Nelson) carried.
3. Motion and second to approve Per Diem for Next Generation 911 Events being held this week (Nelson, Hansen) carried.

Land Use-Environmental Services: presented by Steve Skoog.

1. Environmental Services.
    - Motion and second to approve Resolution 06-26-1D – Amend Tip Fees for Out of County Waste (Hansen, Meyer) carried.
    - Motion and second to approve Resolution 06-26-1H – Seasonal Temporary Pay Station Clerk (Nelson, Hansen) carried.

Highway: presented by Jim Olson.

1. Motion and second to accept the 2025 Becker County Highway Annual Report (Hansen, Vareberg) carried.

Planning & Zoning: presented by Kyle Vareberg.

1. Planning Commission Recommendations 05-27-2026
    - Motion and second to concur with the Planning Commission recommendation to approve for John & Jenna Berry – Request a Conditional Use Permit for a Transportation Business to include temporary storage of homes and structures with the following conditions: 1) This Conditional Use Permit is limited to 3 years. 2) A review of the Conditional Use Permit is required after 18 months. 3) Temporary structures must fit within the designated 2.81-acre section defined as being 350 feet by 350 feet located 460 feet from the south property line and 320 feet from the center line of County Road 26. 4) Trailers being scrapped must be removed within 4 months. 5) Applicant has 4 months from date of approval to get the current structures moved into the designated area. 6) Applicant must comply with County Demo Ordinances. 7) No burning of demo material. 8) No more reduction in trees for screening purposes. (Hansen, Vareberg) carried. Roll Call Vote: Nelson – Yes, Meyer – Yes, Hansen – Yes, Jepson – No, Vareberg – Yes.
    - Motion and second to concur with the Planning Commission recommendation to approve for Steven & Sara Skadsem – Request a Conditional Use Permit to operate a Therapy and Wellness Center (Nelson, Hansen) carried.
    - Motion and second to concur with the Planning Commission recommendation to approve for Prairie Lake Investment LLC – Request an amendment to Recorded Document Number 715209 for a reduction from 350,000 to 50,000 total cubic yards of material extracted in the described 20-acre area. The amendment will include no crushing of material. The amendment also includes the sale of existing excess topsoil in the amount of 10,000 cubic yards from the plat of Prairie Lake Estates, and the removal of requiring berms. Other amendments to the conditions listed in the recorded document number 715209 are subject to change or removal (Hansen, Vareberg) carried.
2. Zoning Ordinance Amendments.
    - Motion and second to approve the Zoning Ordinance Amendments for the following items while following DNR Requirements:
        i. Requirements regulating wind energy, solar energy, and data centers. Requirements will include but are not limited to the location and type of permit for such land use.
        ii. Requirements regulating vegetation alterations within the shoreland area. Requirements will include but are not limited to permissible vegetation removal, non-permissible vegetation removal, and vegetation replacement.

iii. Requirements regulating land alterations within and outside the shoreland area. Requirements will include but are not limited to permit requirements for land alterations, riprap, and stormwater management.
iv. Requirements regulating Planning Commission member appointments. Revisions are related to membership and creation for members appointed each year.
v. Requirements for structure definition. Revisions include the removal of sidewalks, fences, driveways and training walls. These objects do not typically meet land use setbacks.
vi. Requirements for building height. Revisions include an increase for allowable building height outside of the shoreland with the addition of increase setbacks when exceeding certain heights.

- (Nelson, Hansen) carried.

Being no further business, Board Chair Jepson adjourned the meeting at 10:58 am.

/s/ Carrie Smith	/s/ Erica Jepson
Carrie Smith	Erica Jepson
County Administrator	Board Chair

BECKER COUNTY BOARD OF COMMISSIONERS
Finance Committee Meeting
Date: Monday, June 15, 2026 at 8:30 AM

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

County Administrator

1. Report

Auditor-Treasurer

1. Regular Claims, Auditor Warrants, & Over 90 Days

Human Services

1. Opioid Settlement Fund RFP #3 Recommendations
2. United Behavioral Health Contract
3. Regular Claims, Public Health, & Transit

Human Resources

1. Resolution 06-26-2A - Approval to Meet Eligibility Criteria to Qualify for FLSA Section 7(b)92) Exemption

Maintenance

1. Resolution 06-26-2B - Combination of Two Part-Time to One Full-Time Custodian I Position

Sheriff

1. Becker County Jail-UPS Battery Replacement Proposal

Information Technology

1. Microsoft Server Licenses
2. Mobile Data Management
3. Camera Server Replacement

Adjourn

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 06-26-2C

Annual Designation of an Identified Official with Authority (IOwA)

WHEREAS, Becker County uses the Education Identity and Access Management (EDIAM) system. The IOwA is responsible for authorizing, reviewing, and recertifying user access for Becker County in accordance with the State of Minnesota Enterprise Identity and Access Manage Standard, which states that all user access rights to Minnesota state systems must be reviewed and recertified annually.

WHEREAS, The IOwA will authorize user and grant Proxy roles to access the State of Minnesota Education secure systems, for reporting, in accordance with the user's assigned job duties, and will revoke that user's access when it is no longer needed to perform their job duties.

NOW THEREFORE BE IT RESOLVED. That the Board of County Commissioners of Becker County, Minnesota, approves the designation of Tanya D Hockett, Chief Deputy Auditor-Treasurer, to act as the IOwA for Becker County, 0003-91.

Duly adopted this 16th day of June 2026, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith
Carrie Smith
County Administrator

/s/ Erica Jepson
Erica Jepson
Board Chair

State of Minnesota)
) ss
County of Becker)

I, the undersigned being the duly appointed and qualified County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held June 16, 2026, as recorded in the record of proceedings.

Carrie Smith
County Administrator

Memo

To:	Becker County Commissioners
Thorough:	Becker County Courthouse Committee
Cc:	Carrie Smith, County Administrator
From:	Brian W. McDonald, Becker County Attorney
Date:	June 11, 2026
Re:	Litigation associated with Minn. Stat. § 241.021

In 2025, the Minnesota legislature enacted certain amendments to Minn. Stat. § 241.021, specifically to Subd. 4f. **(see 2025 Language - attached)**.

In late 2025, I obtained this Board's permission for Becker County to join this litigation aimed at quelling enforcement of this statute against our jail and contracted healthcare providers; with the additional goal of hoping the legislature would address the problematic 2025 wording of this statute. Becker County joined a number of other Plaintiffs, including Advanced Correctional Healthcare, the Minnesota Sheriff's Association, St. Louis County, and Steele County in this quest.

During this past legislative session, the legislature responded and again amended § 241.021, Subd. 4f. **(See 2026 Amendments - attached)**.

It is my legal opinion that these amendments should alleviate the prior enforcement concerns that were raised by the 2025 version of the statute. Therefore, I am seeking the Board's approval to sign off on a dismissal of the pending lawsuit. It should be noted that our fellow plaintiffs also support the dismissal of this suit.

The recommendation from the Courthouse Committee was to place this matter on the consent agenda. If any Commissioner wishes to have more background/discussion on this topic, please feel free to pull from the consent agenda and I will make myself available at a future board meeting to provide more information and explanation.

- Brian

Brian McDonald
Becker County Attorney

2025 Language

Subd. 4f. **Provision of medications in correctional facilities.** (a) Correctional facilities licensed by the commissioner shall administer to confined and incarcerated persons the same medications prescribed to those individuals prior to their confinement or incarceration.

(b) Unless a confined or incarcerated person is subject to a Jarvis order that dictates otherwise, paragraph (a) does not apply when:

(1) a licensed health care professional determines, after consulting with the licensed health care professional who prescribed the medication, that the prescribed medication is not medically appropriate for the person based on the person's medical condition or status;

(2) a licensed health care professional determines a medication that is at least as effective as the current medication the person is prescribed is available to treat the condition and the licensed health care professional who prescribed the current medication approves the change in medications; or

(3) the person provides written notice to the licensed health care professional who is responsible for inmate health care at the correctional facility that the person no longer desires to take the medication.

(c) As used in this subdivision, "licensed health care professional" means a physician licensed under chapter 147, physician assistant licensed under chapter 147A, or advanced practice registered nurse as defined in section 148.171, subdivision 3.

2026 Amendments

Subd. 4f. **Provision of medications in correctional facilities.** (a) Correctional facilities licensed by the commissioner shall administer to confined and incarcerated persons the same medications prescribed to those individuals prior to their confinement or incarceration upon such prescriptions being verified as current and valid by the correctional facility based on information reasonably available to the facility's staff at the time of intake and documented in the person's medical records. A facility must make a reasonable attempt to verify a prescription as current and valid and staff must document their efforts to verify the prescription. A reasonable attempt will be considered to have been made if a licensed health care professional or facility staff seeks to confirm the prescription through one or more reliable sources, including but not limited to the confined or incarcerated person, prescription records, pharmacies, health care providers, or prescription monitoring programs.

(b) Unless a confined or incarcerated person is subject to a Jarvis order, which is an order issued under section 253B.092, subdivision 8, that dictates otherwise, paragraph (a) does not apply when:

(1) a licensed health care professional determines, after ~~consulting~~ making reasonable efforts to consult with the ~~licensed~~ health care professional who prescribed the medication, that the prescribed medication is not medically appropriate for the person based on the person's current medical condition or status;

(2) a licensed health care professional determines ~~a~~ that the medication should be changed to a different medication available to treat the condition that is at least as effective as the current medication the person is prescribed ~~is available to treat the condition and the licensed health care professional who prescribed the current medication approves the change in medications~~ and reasonable attempts were made to consult the health care professional who prescribed the medication; ~~or~~

(3) the physical or mental condition of the person creates a medical or mental health emergency that requires an immediate medication change based on circumstances that either exist or would be caused by the continuation of current medications when those circumstances are identified and documented by a licensed health care professional; or

(4) the person ~~provides written notice to~~ informs the licensed health care professional who is responsible for inmate health care at the correctional facility or the licensed health care professional's designee that the person no longer desires to take the medication and the decision is documented in the person's medical records.

(c) As used in this subdivision, "licensed health care professional" means a physician licensed under chapter 147, physician assistant licensed under chapter 147A, or advanced practice registered nurse as defined in section 148.171, subdivision 3.

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 06-26-2A

Approval to Meet Eligibility Criteria to Qualify for FLSA Section 7(b)(2) Exemption

WHEREAS, Communications Officers are required under FLSA to be compensated for overtime in excess of 40 hours per week, and;

WHEREAS, FLSA Section 7(b)(2) provides an exemption to this standard by meeting specific guidelines, one of which is the employees must be covered by a collective bargaining agreement certified as bona fide by the National Labor Relations Board (NLRB), and;

WHEREAS, Becker County Human Resources Director can coordinate with LELS to meet the certification requirements needed to qualify for the FLSA Section 7(b)(2) exemption, and;

WHEREAS, once the exemption requirements are met a memorandum of understanding will be drafted to come before the Board of County Commissioners for approval to implement the exemption of overtime, and;

NOW THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Becker County, Minnesota, approves Becker County Human Resources Director to coordinate with LELS to meet the certification requirements needed to qualify for the FLSA Section 7(b)(2) exemption.

Duly adopted this 16th day of June 2026, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith
Carrie Smith
County Administrator

/s/ Erica Jepson
Erica Jepson
Board Chair

State of Minnesota)
) ss
County of Becker)

I, the undersigned being the duly appointed and qualified County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held June 16th, 2026, as recorded in the record of proceedings.

_____
Carrie Smith
County Administrator

Cormorant Lakes Watershed District
10929 County Highway 5
Pelican Rapids, MN 56572-9324
www.clwd.org email: admin@clwd.org

June 10, 2026

Becker County Administrator
915 Lake Avenue
Detroit Lakes, MN 56501

The term for Cormorant Lakes Watershed District (CLWD) manager Ellis Peterson indicated his resignation effective June 2, 2026. Accordingly the watershed is requesting the Commissioners to publish appropriate notice of the need to fill his Manager position, a 3-year term expiring December 31, 2029.

Mike Foley tendered his resignation as of June 5, 2026. Steve Hanson of Tanglewood Road indicated interest in the open Manager position. We ask that the appointment be made for Steve Hanson to fill Mike Foley's vacant manager position at the next Commission meeting.

In other background information, the term expirations for the other manager positions are as follows:

Jeff Moritz	December 31, 2027
Sam Blattenbauer	December 31, 2027
Melissa Gooselaw	December 31, 2028

We are requesting to receive official written notice of the appointments after confirmation is made by the Becker County Commissioners. The normal procedure is to send written notice of the confirmation to both the appointee and CLWD Administrator.

If you have any questions or need other information, please let me know.

Sincerely,
Liz Larson, CLWD Administrator

CC:Barry Nelson, Becker County Commissioner

EMMAUS CROSSROADS

www.emmauscrossroads.com

journey with students through the crossroads of life

Emmaus Crossroads envisions a supportive and empowering environment where high school teens and young adults can thrive. This center is dedicated to addressing the unique challenges faced by youth in the lakes area, providing essential resources, mentorship, and community engagement opportunities that foster personal growth, resilience, and a sense of belonging.

Through its initiatives, Emmaus Crossroads aims to inspire the next generation to reach their full potential and contribute positively to society.
Emmaus Crossroads serves students 9th-12th grades and young adults. We rely on volunteer and financial support from the community to fund Emmaus. In every way Emmaus is built by the community, for the community.

The project promotes healthy connection, energy, and fun in an environment where all are invited, wherever they are on their path of life. To enable this type of atmosphere, Emmaus Crossroads will offer large and small activities and opportunities such as music collaboration, skills training, self-defense classes, health counseling, art sessions or games. Emmaus Crossroads is a place where students can find purpose, belonging, joy, and friendship as we walk alongside them in their journey.

+Empower the next generation +Develop Life Skills

+Promote Social Connectedness +Contribute to society

According to the National Substance Abuse and Mental Health Survey Administration, ages **12-25 are two times more likely to die from suicide** than any other age category.

2018 Essentia Health survey of Detroit Lakes students found **1 in 5 students had suicidal thoughts.**

In the Surgeon General's 2023 Advisory, "Our Epidemic of Loneliness and Isolation," **youth are highlighted as a group that is especially disconnected and isolated.**

Among US high school students in 2023:
-22% report drinking alcohol in the past 30 days.
-17% report using marijuana in the past 30 days.
-20% reported seriously considering attempting suicide in the past year
-16% reported making a suicide plan in the past year.
-40% reported persistent feelings of sadness or hopelessness in the past year.
-9% reporting attempting suicide in the past year.

Centers for Disease Control and Prevention. (2024). Youth Risk Behavior Survey Data Summary & Trends Report: 2013–2023.

P.O. Box 1006
18131 Old Pit Road
Detroit Lakes, MN 56501

(218).325.1813
emmauscrossroads@gmail.com

Purpose

Our goal is to raise financial assistance to pay off the lease and complete the remodel of the facility and property. Too launch a for profit coffee shop called Emmaus Grounds. This coffee shop will be open to the public and proceeds support the long term operations of Emmaus Crossroads.

**Left: Back room of Emmaus Crossroads building*

Goal

Immediate goal: $130,000

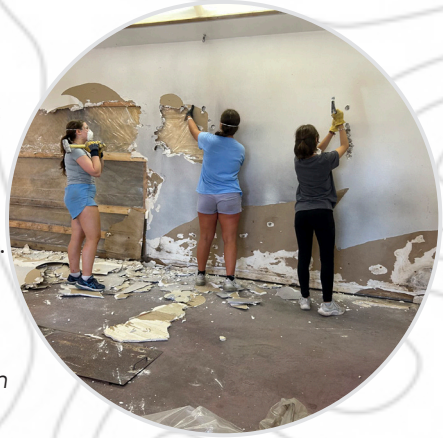
Finish necessary items to allow for a soft opening that would include a quiet study area, activity space, event space, and group functions. These items include a septic system, finish bathrooms, front doors, and to start on the parking lot. This would create a semi-operational facility.

Near Future: $800,000

This would include a completely remodeled facility and launching Emmaus grounds.

Debt Free: $1.4 million

This goal ensures that the remodeling is finished and the building is fully paid.



**Right: Students helping with demolition*

You Matter

Funding facilities like Emmaus helps shine a light on a topic that hides in darkness. Your generosity is not based on your net worth but on your desire to help transform the lives of our future adults.

YOU can help by:

- Share the story

-Share your time

- Share a Skill

- Join the Power of One:
  Support 1 Student
  Give one time, one month, one year

-10%er Club: 140,000

-Join the 78.0 Project

**Left: Adult volunteers helping clean up and demo.*

Seven Eighty Project

Join us in our new fundraising project the 780 Project. According to the National Substance Abuse and Mental Health Service Administration, the statistical results for MN in the Detroit Lakes area shows approximately 78 students have made a suicide plan in the past year.

You can support Emmaus Crossroads by participating in the 780 project. Each dollar given is one dollar closer helping the mental wellbeing of one of these 78 students.

You can follow our suggestions by giving a monthly amount, over 3 years, or make a one time donation.

$78.00	**$1 per**
$780.00	**$10 per**
$7,800.00	**$100 per**
$78,000.00	**$1000 per**

Impact of your donation could save a life.

BLACKOUT SUICIDE

❤ BLACKOUT SUICIDE ❤

Someone you know is fighting a battle they haven't told anyone about.

They show up. They smile.They say "I'm alive."

But how close are they…?

We don't stay silent anymore.

We're filling a Blackout Board–100 circles. $25,000.
Each circle claimed is a step to BLACKING thoughts of suicide

❤ Claim a circle
❤ Share your story
❤ Start the conversation
🎁 Donate $30+ and receive a thank-you gift
Let's blackout the darkness–together.
👉 Scan here to give

20	25	30	35	40	45	50	55	60	65
70	75	80	85	90	95	100	105	110	115
120	125	130	135	140	145	150	155	160	165
170	175	180	185	190	195	200	205	210	215
220	225	230	235	240	245	250	255	260	265
270	275	280	285	290	295	300	305	310	315
320	325	330	335	340	345	350	355	360	365
370	375	380	385	390	395	400	405	410	415
420	425	430	435	440	445	450	455	460	465
470	475	480	485	490	495	500	505	510	515

A reminder: you are not alone.
Emmaus Crossroads creates a place where high school students and young adults can be real, be seen, and find support when they need it most.

www.emmauscrossroads.com/blackoutsuicide

1. NCT Addendum to Caseworks Software License Agreement for Case Status Tracker Pilot Summary

The Product Manager for the Worker Experience Team at DCYF recently contacted us to discuss the expansion of the Case Status Tracker Tool pilot program. Although the tool is currently in the pilot phase, its use is expected to become mandatory for all counties at a future date.

The Case Status Tracker Tool is an online resource that allows clients who have successfully verified their identity to view the status of their public assistance programs, including Cash Assistance, SNAP, MFIP, Housing Support, and CCAP. Access to Health Care case information is planned for a future release.

The tool was developed in response to the high volume of calls counties receive from clients seeking basic updates regarding the status of their cases. By providing clients with direct access to case status information, the tool aims to improve efficiency and reduce routine inquiry calls.

The current version of the Case Status Tracker Tool does not display sensitive case information. For example, clients cannot view pregnancy verification requests, court orders, requests for medical or illness-related verifications, or other confidential documentation. In addition, worker case notes are not visible to clients through the tool.

An advanced version is set to be released on July 20, 2026. This version will require each user to create an account and will provide more in-depth case information.

The addendum to the NCT Caseworks Software License Agreements is necessary because each time a DHS-2919 form is saved within Caseworks, the system will automatically transmit the information to the State.

ADDENDUM TO CASEWORKS SOFTWARE LICENSE AGREEMENT BETWEEN NEXT CHAPTER TECHNOLOGY, INC. (NCT) AND BECKER COUNTY TO PERMIT DATA SHARING WITH THE STATE OF MINNESOTA

WHEREAS, **Next Chapter Technology, Inc.** (NCT) and **Becker County**, on behalf of its Health and Human Services Department (County), previously entered into the following Software License Agreements on:

March 1, 2012, which permits County to use NCT's **Caseworks Financial Services Edition** software program to collect and manage human services data on behalf of its clients; and,

November 20, 2015, which permits County to use NCT's **Caseworks METS/MNSure Edition** software program to collect and manage human services data on behalf of its clients; and,

February 1, 2016, which permits County to use NCT's **Caseworks Child Support Edition** software program to collect and manage human services data on behalf of its clients; and,

January 1, 2017, which permits County to use NCT's **Caseworks Social Service Edition** software program to collect and manage human services data on behalf of its clients; and,

WHEREAS, when the software license agreements were signed, NCT agreed to protect the County's private and confidential data collected and maintained in the software programs by County staff. NCT also agreed to be bound by the terms of the County's Vendor Technology Usage Agreement which included the following Acknowledgment:

RESPONSIBILITIES OF PERSONS WHO HAVE ACCESS TO NOT PUBLIC DATA

VENDORS

As a vendor working with County, you may have access to records containing information which is protected from unauthorized use. For example, you may have access to special work areas, computers or other files. This information is protected by law, policy, contracts, agreements, or licenses regarding the disclosure both at work and outside the office.

Unauthorized use of data includes making copies of data or computer software and related materials without the permission of the originator or data subject. Unauthorized disclosure of data means releasing information over the phone, in verbal conversations, and in written form. Unauthorized disclosure also includes using the information obtained in connection with your vendor work duties in any manner different from the scope of your specified duties.

WHEREAS, NCT is aware that the County is already bound by Minnesota state law and by the terms of a separate data sharing agreement between the County and the State of Minnesota, acting through its Department of Human Services, which places restrictions on the County's sharing of private and confidential data that is stored in NCT's software programs with the State of Minnesota; and

WHEREAS, the parties now desire to make it clear through this addendum to the software license agreements that NCT may, in the course of its duties in the software license agreements, securely share private and confidential data with the State of Minnesota on behalf of the County as needed

for the County to carry out its legal obligations to the State and that doing so will not violate the data protection commitment which NCT made in the terms of the Vendor Technology Usage Agreement.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. County hereby authorizes NCT to share private and confidential data collected and stored in NCT's software programs with the State of Minnesota and its administrative agencies on behalf of the County as the County may be authorized to do so under the terms of its existing or any future data sharing agreement with the State. The parties agree that this data sharing will not violate the commitment prohibiting unauthorized use or disclosure of data made in the County's Vendor Technology Usage Agreement.

2. Other than this revision, all other terms and conditions of the original software license agreements between NCT and the County remain in full force and effect.

COUNTY OF BECKER:

_____ DATED:_____
Director, Becker County Human Services Agency

NEXT CHAPTER TECHNOLOGY, INC. (NCT):

_____ DATED:_____
Authorized Representative, NCT

OPIOID SETTLEMENT FUND RFP ROUND 3 - REVIEW TEAM SCORES AND RECOMMENDATIONS

Status	ID	Int/Ext	$Requested	Category	Score/80	#'s Served	Project Plan Summary	Recommend $	Notes
RECOMMENDED	8	External	$ 198,660	Treatment	76/80	115	Continues to fund peer support staff and related in Becker County.	$ 156,000	Request to move office rental of $6k to travel allowance and remove the cap. Recommend to pursue MN-MA billing potential. Recommend to keep the same current level of staffing vs. adding 1FTE.
	2	**INTERNAL**	$ 20,000	Treatment	74/80	80	Expands access to treatment by reducing barriers.	$ 20,000	
	3	**INTERNAL**	$ 11,000	Treatment	73/80	60	Expands MOUD for eligible individuals including medications, training, and reimbursement for certain staff costs.	$ 11,000	
	5	External	$ 41,000	Prevention	70/80	5,320	Coordinated prevention initiative including a public awareness campaign, and expanding partnerships throughout Becker County.	$ 41,000	
			$ 270,660					$ 228,000	
NOT RECOMMENDED	9	External	$ 243,900	Treatment	69/80	20-24	Expand transitional recovery housing in Becker County.	$ -	No letter of commitment as required.
	1	External	$ 45,500	Prevention	61/80	Not evident	Outreach, engagement and program coordination.	$ -	The application does not show new programming.
	6	External	$ 21,935	Prevention	59/80	6	Contract to provide social network and community mapping to youth.	$ -	Unable to support funding this cost, as similar services are available for free.
	4	External	$ 17,000	Prevention	59/80	50	Provide services designed to strengthen protective factors and reduce SUD risk factors.	$ -	The application does not show new programming.
	10	External	$ 100,000	Prevention	53/80	15	Expand housing stability services to reduce opioid misuse risk.	$ -	The application does not show new programming.
	7	External	$ 190,000	Prevention	44/80	Not evident	Support construction, lease payments, utilities, programming, marketing & community event costs.	$ -	High cost construction, lacks programming details.
			$ 618,335					$ -	
	Total Requested:		$ 888,995				Total Recommended:	$ 228,000	

UNITED BEHAVIORAL HEALTH
FACILITY PARTICIPATING PROVIDER AGREEMENT

THIS AGREEMENT is between United Behavioral Health ("UBH") and the undersigned facility provider (hereinafter referred to as the "Provider"). This Agreement will become effective upon the date set forth in UBH's executed Acceptance Letter (the "Effective Date"). This Agreement sets forth the terms and conditions under which Provider shall participate in one or more networks developed by UBH as a Participating Provider of Covered Services to Members.

ARTICLE 1
Definitions

Any capitalized term herein shall have the meaning as set forth in this Agreement. Any undefined term herein shall have the meaning as defined in the Provider Manual, the Protocols, or as may be defined by applicable state or federal laws or regulations, as applicable.

Affiliate: Each and every entity or business concern with which UBH, directly or indirectly, in whole or in part, either: (i) owns or controls; (ii) is owned or controlled by; or (iii) is under common ownership or control.

Benefit Plan: The specific plan of benefits for health care coverage, including MHSA Services, for a particular Member that is provided, sponsored or administered by UBH directly or through its Affiliate, or through a network rental arrangement UBH may have with a third-party, and contains the terms and conditions of a Member's coverage for MHSA Services, including applicable Member Expenses, exclusions and limitations, and all other provisions applicable to the coverage of such MHSA Services such as services rendered outside specified networks.

CMHC: A Community Mental Health Center.

CMHC Provider: An employee of a CMHC who provides mental health and/or substance abuse services, but is not a CMHC Supervising Provider.

CMHC Supervising Provider: A psychiatrist, psychologist, social worker, family or other therapist duly licensed and qualified in the state in which MHSA Services are provided to Members who practices as an employee of CMHC and has been approved as a CMHC Supervising Provider in writing by UBH.

Covered Services: MHSA Services that meet the terms and conditions for coverage pursuant to the Member's Benefit Plan, including such conditions as Medically Necessary and proper authorization, and in accordance with the Provider Manual, Protocols, and applicable laws and regulations.

Customary Charge: The fee for MHSA Services charged by Provider that does not exceed the fee Provider would ordinarily charge any other person regardless of whether the person is a Member.

Emergency Services: Unless otherwise defined by applicable state law, a serious health condition that arises suddenly and requires immediate care and treatment, generally received within twenty-four (24) hours of onset, to stabilize or avoid jeopardy to the life or health of a Member or, by actions of the Member, to the life or health of another. Emergency Services shall be available twenty-four (24) hours per day, seven (7) days per week.

Facility-based Provider: A health care professional, who is employed by or under contract or supervision to render MHSA Services to Members. Facility-based Providers include, but are not limited to, emergency room physicians, pathologists, radiologists, anesthesiologists, certified registered nurse anesthetists ("CRNAs"), and internists.

Facility Participating Provider: A health care professional, facility, CMHC Supervising Provider, or other organization that has a written Facility Participating Provider Agreement in effect with UBH, directly or through another entity, to provide MHSA Service to Members.

Medicaid: A Medical Assistance Program providing health coverage benefits for low income persons pursuant to applicable state and federal laws and regulations.

Medically Necessary: Except as otherwise required by applicable state or federal law or regulations, for purposes of this Agreement, Medically Necessary means the term as it may be described in the Member's Benefit Plan for MHSA Services and which meets Payor's defined criteria for coverage as Covered Services. It may also, when applicable, have the meaning defined within the Protocols. Generally, however, Medically Necessary means treatment that is commonly recognized in the industry as consistent treatment that must be: (a) solely to treat the condition of the Member; (b) for the illness or injury of a diagnosis that is commonly recognized as a disease or injury; (c) reasonably expected to directly result in the restoration of health or function; (d) not experimental or investigational but is consistent with established and accepted national medical practice guidelines regarding type, frequency and duration of treatment; (e) without alternative treatment that is less intensive or invasive for the efficient treatment of the Member's condition; (f) not based on convenience for the Member; and (g) not otherwise excluded from the definition of Covered Services based upon the terms and conditions of the Member's Benefit Plan.

Medicare: Federally sponsored program providing health coverage benefits to individuals of qualifying age, disability, or disease.

Member: An individual who is eligible for, properly enrolled in, and covered under a Benefit Plan.

Member Expenses: Any amount of Customary Charges that are the Member's responsibility to pay Provider in accordance with the terms of the Member's Benefit Plan, including co-payments, co-insurance and deductible amounts.

Mental Health and Substance Abuse Services ("MHSA Services"): Health care services, treatment or supplies that are used to treat a mental health or substance abuse illness, condition or disease and which may be eligible for coverage under the Member's Benefit Plan.

Payment Policies: Guidelines adopted by UBH, from time to time, for calculating payment of claims under Benefit Plans.

Payor: The entity or person that has the financial responsibility for funding payment of Covered Services on behalf of a Member, and that is authorized to access MHSA Services in accordance with this Agreement.

Protocols: The programs, policies, protocols, processes, procedures, and requirements as such may change or be modified from time to time, and that are adopted by UBH or Payor, and which Provider agrees to follow as a condition of UBH accepting Provider as a Participating Provider, including, but not limited to, authorization procedures, credentialing and re-credentialing processes and plans, utilization management and care management processes, billing procedures, Payment Policies, providing or arranging for Emergency Services, quality improvement, peer review, on-site review, Member grievance and appeals processes, and any other policies, procedures, processes, activities or standards, wherever located as may apply to Provider's rights, obligations or responsibilities as a Provider of MHSA Services, whether in this Agreement, Provider Manual, or any other document as made accessible or available to Provider from time to time.

Provider Manual: A document or manual, however known or named, such as the Network Manual, containing the administrative policies, procedures and Protocols applicable to Benefit Plans provided, sponsored or administered by UBH or a Payor including, but not limited to, policies and procedures for credentialing, claims, quality improvement, and utilization management to which Provider is obligated.

ARTICLE 2
Duties of Provider

2.1 Provision of MHSA Services. Provider hereby acknowledges and agrees to cooperate and comply with all of the terms and conditions of the Provider Manual, Protocols, and this Agreement, and to dutifully perform as a Participating Provider for the provision of MHSA Services to Members within the UBH network(s) as designated by UBH or Payor. At the request of a Payor, Provider or Facility-based Provider may not be authorized to provide MHSA Services for some or all of Payor's Members. Provider shall otherwise accept Members as new patients on the same basis as Provider is accepting non-Members as new patients without regard to race, religion, gender, color, national origin, age or physical or mental health status, or on any other basis deemed unlawful under federal, state or local law. At all times, Provider shall require any employed or subcontracted health care professionals and facilities to comply with the terms and conditions of this Agreement, all Protocols of UBH and

Payor, the Provider Manual, as well as the requirements of all applicable laws and regulations.

2.2 Benefit Plan & Eligibility. MHSA Services provided by Provider to a Member pursuant to this Agreement are subject to all the terms and conditions of the Member's Benefit Plan including eligibility of the Member on the date MHSA Services are provided to the Member. Provider shall make reasonable effort to verify Member's eligibility at time of service by following appropriate procedures, including without limitation, and at a minimum, the terms and conditions of this Agreement, Protocols, the Provider Manual, and review of the Member's Benefit Plan identification card. Provider however recognizes that the Member eligibility information may be inaccurate at the time Provider obtains verification and that the Member, or the MHSA Services provided to the Member, may later be determined to be ineligible for coverage and, except as otherwise required by law, not eligible for payment under this Agreement. Under such circumstances, Provider may then, except as otherwise stated herein, directly bill the Member or other responsible party for such MHSA Services.

2.3 Provider Manual & Protocols. Provider shall be bound by, accept, strictly comply with, and cooperate with, the requirements set forth in the Provider Manual, credentialing plan, and all Protocols, as amended or modified from time to time by UBH and/or Payor, all of which are hereby incorporated herein by reference as if set forth fully herein, including without limitation quality improvement activities. Provider acknowledges and agrees that the Provider Manual and/or Protocols may contain service and contract requirements of certain Payors to which Provider shall strictly comply. Provider's failure to comply with the Provider Manual, Protocols and any other standards, procedures or policies may result in loss of, or reduction of payment or reimbursement to Provider, termination of this Agreement or the imposition of other corrective action by UBH.

2.4 Authorization Requirements. Subject to all applicable terms and conditions, including without limitation Section 2.2 above, and in accordance with the Provider Manual, Protocols, and requirements of the Member’s Benefit Plan regarding authorization, Provider must request authorization for MHSA Services from UBH either telephonically or by another approved and accepted method recognized by UBH before providing any MHSA Services to a Member as a Covered Service. Authorizations shall subsequently be confirmed by UBH in writing. Except as otherwise permitted herein, only Emergency Services will be eligible for retroactive authorization at the sole discretion of UBH or as required by applicable law. Any authorization resulting from wrongful, fraudulent or negligent actions of Provider or a breach of this Agreement shall be null and void as of the time given. The terms of this section shall prevail over any inconsistent term or condition in the Member’s Benefit Plan or other document related to obtaining prior authorization.

2.5 Provider's Standard of Care. Nothing in this Agreement, the Provider Manual, the Benefit Plan, or the Protocols, including without limitation, UBH's utilization management and quality assurance and improvement standards and procedures, shall dictate MHSA Services provided by Provider or otherwise diminish Provider's obligation

to freely communicate with and/or provide MHSA Services to Members in accordance with the applicable standard of care.

2.6 Continuity of Care; Referral to Other Health Professionals. Provider shall furnish Covered Services in a manner providing continuity of care and ready referral of Members to other Participating Providers at times as may be appropriate and consistent with the standards of care in the community. If a Member requires additional services or evaluation, including Emergency Services, Provider agrees to refer Member to his/her primary care physician or another Participating Provider in accordance with the terms and conditions of Member's Benefit Plan. A Member requiring Emergency Services shall also be referred to the "9-1-1" emergency response system.

2.7 Member Access to Care. Provider shall ensure that Members have timely and reasonable access to MHSA Services and shall at all times be reasonably available to Members as is appropriate. If Provider is unavailable when Members call, instructions must be provided for the Member referring the Member to another Participating Provider or to his/her Benefit Plan. Provider shall arrange for an answering machine or service that shall provide the office hours and emergency information and be capable of receiving messages 24 hours a day.

2.8 Employees and Contractors of Provider. Provider will be responsible for and shall ensure that all of its employees and contractors are bound by, and meet the terms and conditions of, this Agreement, the Provider Manual and Protocols, at the time of providing Covered Services to Members. Failure of such employees or contractors to meet such terms and conditions, including without limitation, credentialing requirements, UBH may restrict them from providing Covered Services to Members.

2.9 Credentialing. Provider shall provide UBH with the criteria utilized by Provider to select and credential employed or subcontracted health care professionals and facilities including, but not limited to, Facility-based Providers. UBH shall have the right to audit such criteria upon reasonable advance written notice to Provider.

2.10 Payment of Services. All payments obligated by Payor shall be paid to Provider and Provider will be solely responsible for payments to its employees, contractors and Facility-based Providers who may have provided MHSA Services. Provider agrees to defend, indemnify and hold UBH harmless for any claims, damages, actions, or judgments arising from any employee or contractor of Provider related to the provision of MHSA Services to Members.

2.11 Arrangements for Post-Discharge Follow-up Care. Prior to discharging a Member, Provider shall coordinate post-discharge follow-up care with UBH and assure that the Member has a follow-up plan including a scheduled appointment with the appropriate providers as deemed necessary.

ARTICLE 3
Payment Provisions

3.1 Payment for Covered Services. In accordance with the terms and conditions hereof, Payor shall pay Provider for Covered Services provided to a Member by Provider. Payment shall be the lesser of: (a) Provider's Customary Charge, less any applicable Member Expenses; or (b) the fee pursuant to the Standard Payment Appendix(ces) attached hereto, if any.

Subject to the terms and conditions herein, the obligation for payment for Covered Services provided to a Member, less any applicable Member Expenses, is solely that of Payor. Additionally, UBH may arrange for claims processing services. When UBH is the Payor, UBH shall make obligated claim payments to Provider within 45 days (and shall use best efforts to encourage a third-party Payor to make payments within 45 days), or as otherwise required by law, of the date Payor receives all information necessary to process and pay a clean claim, except for claims for which there is coordination of benefits, Member Expense adjustments, disputes about coverage, systems failure or other such causes.

In the event a Member's Benefit Plan provides for a Member Expense whether stated as a flat fee or a percentage, the amount of the Member Expense shall be calculated in accordance with the Member's Benefit Plan or as determined by the Payor. The amount calculated pursuant to the preceding sentence shall be deducted from the amount Provider is to be paid for the Covered Services pursuant to this Agreement.

3.2 Submission of Claims. Provider shall submit claims for MHSA Services to UBH in a manner and format prescribed by UBH, whether in Protocols or otherwise, and which may be in an electronic format. All information necessary to process the claims must be received by UBH no more than 90 days from the date of discharge and 90 days from the date all outpatient MHSA Services are rendered. Provider agrees that claims received after this time period may be rejected for payment, at UBH's and/or Payor's sole discretion.

Unless otherwise directed by UBH, Provider shall submit claims using current CMS (HCFA) 1500 or UB04 forms, whichever is appropriate, with applicable coding including, but not limited to, ICD9, CPT, Revenue and HCPCS coding. Provider shall include in a claim the Member number, Customary Charges for the MHSA Services rendered to a Member during a single instance of service, Provider's Federal Tax I.D. number and/or other identifiers requested by UBH.

Payor shall have the right to make, and Provider shall have the right to request, corrective adjustments to a previous payment; provided however, that Payor shall have no obligation to pay additional amounts after 12 months from the date the initial claim was paid.

3.3 Payment in Full. Provider shall accept as payment in full for Covered Services rendered to Members such amounts as are paid by Payor pursuant to this Agreement

and shall not bill Members for non-covered charges, other than Member Expenses, which result from Payor's reimbursement methodologies. In no event shall Provider bill a Member for the difference between Customary Charges and the amount Provider has agreed to accept as full reimbursement under this Agreement. Provider may collect Member Expenses from the Member. If Payor denies payment for services rendered by Provider on grounds that the services are not Medically Necessary, Provider shall not collect payment from the Member for the services unless the Member has knowledge of the determination of lack of Medical Necessity and has subsequently agreed in writing to be responsible for such charges and MHSA Services. Further, if any payment to Provider is denied, in part or full, due to Provider's failure to strictly comply with any term or condition in this Agreement, the Provider Manual, the Protocols, including without limitation, obtaining prior authorization, untimely filing of a claim, inaccurate or incorrect submission of or claim processing, or the insolvency of Payor pursuant to applicable law, it is agreed that Provider shall not, except for applicable Member Expenses, bill the Member or otherwise, directly or indirectly, seek or collect payment from the Member for any of the denied amounts. Any violation hereof by Provider shall be deemed a material breach. This provision shall apply regardless of whether any waiver or other document of any kind purporting to allow Provider to collect payment from the Member exists. These provisions shall survive the termination hereof and shall be construed to be for the benefit of the Member.

Provider acknowledges that the amounts paid to Provider under this Agreement includes payment for services provided by Provider to Members who are enrolled as Medicare beneficiaries.

3.4 Coordination of Benefits. Provider shall be paid in accordance with Payor's coordination of benefits rules.

3.5 Financial Responsibility. In the event of a default (meaning a systematic failure by Payor to fund undisputed claim payments for Covered Services) by a Payor, except when due to the insolvency of Payor, UBH shall notify Provider in writing of such default following UBH's determination thereof. Any services which have been rendered by Provider prior to or after such notification, and which have not been paid for by Payor, shall be considered ineligible for reimbursement under this Agreement, and Provider may seek payment directly from the Payor and Member for such services.

3.6 Member Protection Provision. This provision supersedes and replaces the Financial Responsibility section (section 3.5 above) only in those cases where UBH, or its Affiliate, is the Payor, or when required by another specific Payor, or when required pursuant to applicable laws, statutes and regulations.

In no event, including, but not limited to, non-payment by Payor for MHSA Services rendered to Members by Provider, insolvency of Payor, or breach by UBH of any term or condition of this Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against any Member or persons acting on behalf of the Member for MHSA Services eligible for reimbursement under this Agreement; provided, however, that Provider may

collect from the Member, any Member Expenses or charges for services that are not covered as benefits under the Member's Benefit Plan.

The provisions of this Article shall apply to all Member protection provisions in this Agreement and shall: (a) apply to all MHSA Services rendered while this Agreement is in force; (b) survive the termination of this Agreement regardless of the cause of termination; (c) be construed to be for the benefit of the Members; and (d) except as otherwise stated in section 3.3, supersede any oral or written agreement, existing or subsequently entered into, between Provider and a Member or person acting on a Member's behalf, that requires the Member to pay for such MHSA Services.

3.7 Contracted Rate for Members. Provider agrees to continue to provide MHSA Services to Members who have exhausted his/her covered benefits under the Benefit Plan and agrees not to collect or charge more than the contracted rate for those MHSA Services. Provider may bill the Member directly for those MHSA Services for which there is no longer any coverage under the Benefit Plan, in accordance herewith.

ARTICLE 4
Laws, Regulations, and Licenses, and Liabilities of Parties

4.1 Laws, Regulations and Licenses. Provider shall maintain in good standing all federal, state and local licenses, certifications and permits -- without sanction, revocations, suspension, censure, probation or material restriction -- which are required to provide health care services according to the laws of the jurisdiction in which MHSA Services are provided, and shall comply with all applicable statutes and regulations. Provider shall also require that all health care professionals employed by or under contract with Provider to render MHSA Services to Members, including covering Providers, comply with this provision.

4.2 Responsibility for Damages. Any and all damages, claims, liabilities or judgments, attorney fees, which may arise as a result of Provider’s or its employee’s or contractor’s negligence or intentional wrongdoing shall be the sole responsibility of Provider.

4.3 Provider Liability Insurance. Provider offering acute care services shall procure and maintain, at Provider’s sole expense, (a) medical malpractice insurance in the amounts of $5,000,000 per occurrence and in aggregate, and (b) comprehensive general and/or umbrella liability insurance in the amount of $5,000,000 per occurrence and in aggregate. Whereas Provider offering non-acute care services shall procure and maintain, at Provider's sole expense, (c) medical malpractice insurance in the amounts of $1,000,000 per occurrence and $3,000,000 in aggregate, and (d) comprehensive general and/or umbrella liability insurance in the amount of $1,000,000 per occurrence and $3,000,000 in aggregate. Provider shall also require that all health care professionals employed by or under contract with Provider to render MHSA Services to Members procure and maintain, unless they are covered under Provider’s insurance policies, a comprehensive general and/or umbrella liability insurance in the amount of $1,000,000 per occurrence and in aggregate and medical malpractice or professional liability

insurance and comprehensive coverage in the amount of $1,000,000 per occurrence and $3,000,000 in aggregate if a Medical Doctor, and $1,000,000 per occurrence and in aggregate if not a Medical Doctor.

Provider's and other health care professionals' medical malpractice insurance shall be on either an “occurrence” or “claims made” basis provided that for a “claims made” policy, such policy must be written with an extended period reporting option under such terms and conditions as may be reasonably required by UBH. Prior to the Effective Date of this Agreement and at each policy renewal thereafter, Provider shall submit to UBH in writing evidence of insurance coverage.

4.4 Self-Insurance Option. In lieu of compliance with section 4.3 above, Provider may with the prior written approval of UBH, self-insure for medical malpractice liability, as well as comprehensive general liability. Provider shall maintain a separate reserve for its self-insurance. Upon reasonable request by UBH, Provider shall provide a statement, verified by an independent auditor or actuary, that the reserve maintained by Provider for its self-insurance is sufficient and adequate. In addition to maintaining its self-insurance, Provider shall assure that all health care professionals employed by or under contract with Provider to render MHSA Services to Members procure and maintain adequate medical malpractice insurance unless they are covered by Provider’s self-insurance. Failure to maintain adequate self-insurance shall trigger the requirement to obtain and maintain Insurance under section 4.3.

ARTICLE 5
Notices

5.1 Notices. Provider shall notify UBH within ten (10) days of knowledge of any of the following:

(a) changes in liability insurance carriers, termination of, renewal of or any other material changes in Provider's liability insurance, including reduction of limits, erosion of aggregate, changes in retention or non-payment of premium, or any material adverse change in Provider’s financial status which affects its self-insurance;
(b) action which may result in or the actual suspension, sanction, revocation, condition, limitation, qualification or other material restriction on Provider's or any of Facility-based Provider’s licenses, certifications or permits by any government or accrediting or regulatory agency under which Provider or Facility-based Provider is accredited or regulated by or authorized to provide health care services;
(c) a change in Provider's name, address, ownership or Federal Tax I.D. number;
(d) indictment, arrest or conviction for a felony or for any criminal charge related to the practice of Provider's profession;
(e) claims or legal actions for professional negligence or bankruptcy;
(f) provider's termination, for cause, from any other provider network offered by any plan, including, without limitation, any health care service plan, health

maintenance organization, any health insurer, any preferred provider organization, any employer or any trust fund;

(g) any occurrence or condition that might materially impair the ability of Provider or Facility-based Provider to perform its duties under this Agreement;

(h) any condition or circumstance that may pose a direct threat to the safety of Provider, Providers' staff, Facility-based Provider or Members; or

(i) action taken by Provider to suspend, revoke or allow the voluntary relinquishment of the medical staff membership or clinical privileges of any Facility-based Provider or Facility Participating Provider, unless the action will last 30 days or less.

Unless otherwise specified in this Agreement, each and every notice and communication to the other party shall be in writing. All written notices or communication shall be deemed to have been given when delivered in person; or, on the date mailed, if delivered by first-class mail, proper postage prepaid and properly addressed to the appropriate party at the address set forth at the signature portion of this Agreement or to another address of which sending party has been notified, including without limitation, to UBH's Network Manager at the applicable address for notice as identified in the Provider Manual or Protocols. The parties shall, by written notice, provide and update each other with the most current address and names of all parties or designees that should receive certain notices or communication.

ARTICLE 6
Records

6.1 Confidentiality of Records. UBH and Provider shall maintain the confidentiality of all Member information and records in accordance with all applicable state and federal laws, statutes and regulations, including without limitation, the Health Insurance Portability and Accountability Act.

6.2 Maintenance of and UBH Access to Records. Provider shall maintain adequate medical, treatment, financial and administrative records related to MHSA Services provided by Provider under this Agreement for a period and in a manner consistent with the standards of the community and in accordance with the Provider Manual, Protocols and all applicable state and federal laws, statutes and regulations.

In order to perform its utilization management and quality improvement activities, UBH shall have access to such information and records, including claim records, within 14 days from the date the request is made, except that in the case of an audit by UBH, such access shall be given at the time of the audit. If requested by UBH, Provider shall provide copies of such records free of charge. During the term of this Agreement UBH shall have access to and the right to audit information and records to the extent permitted by the Provider Manual, or as otherwise required by state or federal laws, statutes or regulations or regulatory authority. Said rights shall continue following the termination hereof for the longer of three years or for such period as may be permitted by applicable state or federal law, regulatory authority, or Protocols.

It is Provider's responsibility to obtain any Member's consent in order to provide UBH with requested information and records or copies of records and to allow UBH to release such information or records to Payors as necessary for the administration of the Benefit Plan or compliance with any state or federal laws, statutes and regulations applicable to the Payors.

Provider acknowledges that in receiving, storing, processing or otherwise dealing with information from UBH or Payor about Members, it is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2; and Provider agrees that it will resist in judicial proceedings any effort to obtain access to information pertaining to patients otherwise than as expressly provided for in the federal confidentiality regulations, 42 CFR Part 2.

This section shall not be construed to grant UBH access to Provider's records that are created for purposes of assessing Provider's financial performance or for Provider's peer review activities, except to the extent the federal and/or state government and any of their authorized representatives have access to such records pursuant to Section 6.3.

6.3 Government and Accrediting Agency Access to Records. It is agreed that the federal, state and local government, or accrediting agencies including, but not limited to, the National Committee for Quality Assurance (the "NCQA"), and any of their authorized representatives, shall have access to, and UBH and Provider are authorized to release, in accordance with applicable statutes and regulations, all information and records or copies of such, within the possession of UBH or Provider, which are pertinent to and involve transactions related to this Agreement if such access is necessary to comply with accreditation standards, statutes or regulations applicable to UBH, Payor or Provider. Such access shall be available and provided during the term of this Agreement and for three years following the termination hereof, or such longer period as may be identified in the Provider Manual or Protocols or as required by applicable state or federal laws, statutes or regulations.

ARTICLE 7
Resolution of Disputes

7.1 Resolution of Disputes. It is agreed that prior to any other remedy available to the parties, UBH, Payor and/or Provider shall provide written notice of any disputes or claims arising out of their business relationship (the “Dispute”) to the other party within thirty (30) days of the final decision date, action, omission or cause from which the Dispute arose, whichever is later (the “Dispute Date”). If the Dispute pertains to a matter which is generally administered by certain UBH procedures, such as a credentialing or quality improvement plan, the procedures set forth in that plan must be fully exhausted by Provider before Provider may invoke his or her rights as described herein. After receipt of the written notice of the Dispute, the parties agree to work together in good faith to resolve the Dispute. If the parties are unable to resolve the Dispute within thirty (30) days following receipt of the notice of the Dispute, and if either UBH, Provider or Payor desires to pursue formal resolution of the Dispute, then said

party shall issue a notice of arbitration to the other parties. It is agreed that the parties knowingly and voluntarily waive any right to a Dispute if arbitration is not initiated within one year after the Dispute Date.

Any arbitration proceeding under this Agreement shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association ("AAA"), and shall be conducted in a location agreed to by the parties or as selected by the AAA if the parties cannot agree on a location. The arbitrators may construe or interpret but shall not vary or ignore the terms of this Agreement, shall have no authority to award any punitive or exemplary damages, and shall be bound by controlling law. The parties acknowledge that because this Agreement affects interstate commerce the Federal Arbitration Act applies.

ARTICLE 8
Term and Termination

8.1 Term. This Agreement shall begin on the Effective Date and it shall remain in effect for one year, and shall automatically renew for successive 1-year terms until it is terminated in accordance with the provisions herein.

8.2 Termination. This Agreement may be terminated as follows:

(a) by mutual agreement of UBH and Provider;
(b) by Provider at the end of any term, as defined in Section 8.1, upon 120 days prior written notice to UBH;
(c) by UBH upon 120 days prior written notice to Provider;
(d) by either party, in the event of a material breach of this Agreement by the other party, upon 30 days prior written notice to the other party. The written notice shall specify the precise nature of the breach. In the event the breaching party cures the breach to the reasonable satisfaction of the non-breaching party, within 30 days after the non-breaching party's written notice, this Agreement shall not terminate;
(e) by UBH immediately upon written notice to Provider, due to Provider's loss, suspension, restriction, probation, voluntary relinquishment, or any other adverse action taken against any of Provider's licenses or certifications, or loss of insurance or failure to maintain financial reserves sufficient to provide the level of self-insurance required under this Agreement;
(f) by Provider upon 60 days prior written notice to UBH due to a unilateral amendment made to this Agreement pursuant to section 9.1;
(g) by UBH in accordance with its credentialing plan;
(h) by UBH immediately if UBH determines, in its sole discretion, that the health, safety or welfare of Members may be jeopardized by the continuation of this Agreement; or
(i) by UBH in accordance with the Provider Manual or Protocols.

During periods of notice of termination, UBH reserves the right to transfer Members to another Participating Provider, and Provider agrees to cooperate and assist with such transfers.

If Provider is terminated through the UBH credentialing or recredentialing process, this Agreement shall be deemed terminated as of the date Provider has been terminated pursuant to a final action resulting from that process.

8.3 Information to Members. Provider acknowledges and agrees that UBH has the right to inform Members of Provider's termination and/or the notice of termination to Provider, and agrees to cooperate with UBH in matters concerning the termination/transition, and agrees to hold UBH harmless for exercising its rights hereunder. Provider also agrees to clearly inform Members of Provider's impending non-participation status upon the earlier of Member's next appointment or prior to the effective termination date.

8.4 Continuation of Services After Termination. At the option of UBH, Provider shall continue to provide MHSA Services authorized by UBH to Members who are receiving such services from Provider as of the effective date of termination of this Agreement, until Member can be satisfactorily transferred to another Participating Provider. Payor shall continue to pay Provider for such services at Provider's contracted rate.

ARTICLE 9
Miscellaneous

9.1 Amendment. UBH may amend this Agreement by sending notice of the amendment to Provider at least 30 days prior to its effective date. The Provider's signature is not required. It is agreed that this Agreement shall be automatically amended to comply with any and all applicable state or federal laws, regulations, statutes or the requirements of applicable regulatory authorities as of the effective date thereof, and which shall be deemed to be incorporated herein by reference as of its effective date. Likewise, if a Payor that is a governmental entity requires that certain provisions of this Agreement be removed, replaced, amended or that additional provisions be incorporated, such provisions shall be deemed to be removed, replaced, amended or additional provisions incorporated into this Agreement as of the effective date of such Payor requirement for all MHSA Services provided which are subject to such Payor requirements without the signature of Provider being required. Renegotiation of the rates in this Agreement, shall be upon the mutual consent of the parties.

9.2 Assignment. UBH may assign all or any of its rights and responsibilities under this Agreement to any of its Affiliates. Provider may assign any of his or her rights and responsibilities under this Agreement to any person or entity only upon the prior written consent of UBH, which consent shall not be unreasonably withheld.

9.3 Administrative Responsibilities. UBH may delegate certain administrative responsibilities under this Agreement to another entity, including, but not limited to, its Affiliate or to Payor or its designee. In addition, certain Payor responsibilities may actually be performed by its designee.

9.4 Relationship Between UBH and Provider. The relationship between UBH and Provider is solely that of independent contractors and nothing in this Agreement or otherwise shall be construed or deemed to create any other relationship, including one of employment, agency, joint venture or partnership.

9.5 Name, Symbol and Service Mark. During the term of this Agreement, Provider, UBH and Payor shall have the right to use each other's name solely to make public reference to Provider as a Participating Provider. Provider, UBH and Payor shall not otherwise use each other's name, symbol or service mark or that of their Affiliates without the prior written approval from the appropriate party.

9.6 Confidentiality. Neither party shall disclose to third parties any confidential or proprietary business information which it receives from the other party, including, but not limited to, financial statements, business plans, Protocols and programs; except that (a) Provider may disclose information to a Member relating to the Member's treatment plan and the payment methodology, but not specific rates; (b) UBH may disclose certain terms to Payors or designees that need the information to process claims or administer a Benefit Plan, and may file the form of this Agreement with any federal or state regulatory entity as may be required by applicable law; and (c) UBH shall be permitted to disclose, in its sole discretion, any other data or information that may be requested by applicable state and federal law, state regulations or governing agencies that pertain to this Agreement or that may relate to the enforcement of any right granted or term or condition of this Agreement.

9.7 Communication. UBH encourages Provider to discuss with Members treatment options and their associated risks and benefits, regardless of whether the treatment is covered under the Member’s Benefit Plan. Nothing in this Agreement is intended to interfere with Provider’s relationship with Members as patients of Provider, or with UBH’s ability to administer its quality improvement, utilization management and credentialing programs.

9.8 Effects of New Statutes and Regulations and Changes of Conditions. The parties agree to re-negotiate this Agreement if either party would be materially adversely affected by continued performance as a result of a change in laws or regulations, a requirement that one party comply with an existing law or regulation contrary to the other party's prior reasonable understanding, or a change in UBH's arrangements with Payors. The party affected must promptly notify the other party of the change or required compliance and its desire to re-negotiate this Agreement. If a new agreement is not executed within 30 days of receipt of the re-negotiation notice, the party adversely affected shall have the right to terminate this Agreement upon 45 days prior written notice to the other party. Any such notice of termination must be given within 10 days following the expiration of the 30-day re-negotiation period.

9.9 Appendices. Additional and/or alternative provisions, if any, related to certain MHSA Services rendered by Provider to Members covered by certain Benefit Plans, rates, and fees are set for in the Appendices, Attachments and Addendum.

9.10 Entire Agreement. On the Effective Date, this Agreement supersedes and replaces any existing Provider Agreements between the parties related to the provision of MHSA Services, including any agreements between Provider and Affiliates of UBH for MHSA Services. This Agreement, together with any and all documents referenced herein, attachments, addenda, appendices, as may be amended or modified from time to time, whether contemporaneous or subsequently made pursuant to Section 9.1, are hereby incorporated herein by reference, and constitutes the entire agreement between the parties in regard to its subject matter (herein collectively referred to as this "Agreement").

9.11 Strict Compliance. The waiver of strict compliance or performance of any of the terms or conditions of this Agreement, the Provider Manual or the Protocols or of any breach thereof shall not be held or deemed to be a waiver of any subsequent failure to comply strictly with or perform the same or any other term or condition thereof or any breach thereof.

9.12 Severability. Should any provision of this Agreement violate the law or be held invalid or unenforceable as written by a court of competent jurisdiction, then said provision along with the remainder of this Agreement shall nonetheless be enforceable to the extent allowable under applicable law by first modifying said provision to the extent permitted so as to comply with applicable law; otherwise said provision shall be deemed void to the extent of such prohibition without invalidating the remainder of this Agreement.

9.13 Rules of Construction. In the event of any conflict between the terms of this Agreement and the terms of any other agreement or any other controlling document or any applicable state or federal laws, statutes and regulations relating to the subject matter hereof, the terms, except as otherwise expressly stated herein, shall first be read together to the extent possible; otherwise the terms that afford the greater protections to first UBH and second to the Benefit Plan shall prevail over the conflicting term, to the extent permitted by and in accordance with and subject to applicable law, statutes or regulations. The remainder of the Agreement shall otherwise remain without invalidating or deleting the remainder of the conflicting provision or the Agreement.

9.14 Governing Law. This Agreement shall be governed by and construed in accordance with applicable state and federal laws, statutes and regulations, including without limitation, ERISA.

9.15 Medicaid Members. If a Medicaid Appendix is attached to this Agreement Provider agrees to provide MHSA Services to Members enrolled in a Benefit Plan for Medicaid recipients and to comply with any additional requirements set forth in the Medicaid Appendix.

9.16 Medicare Members. If a Medicare Appendix is attached to this Agreement, Provider agrees to provide MHSA Services under this Agreement, to Members who are enrolled in a Benefit Plan for Medicare beneficiaries and to cooperate and comply with the provisions set forth in the attached Medicare Advantage Addendum. Provider also understands that UBH's agreements with Participating Providers are subject to review and approval by the Centers for Medicare and Medicaid Services ("CMS").

9.17 Survival. Upon any termination or expiration of this Agreement, the provisions herein which contemplates performance or observance subsequent to termination or expiration, including without limitation, sections 2.9, 2.10, 2.11, 3.1, 3.2, 3.3, 3.6, 8.3, 8.4, 9.6 and Articles 6 and 7, shall survive and remain of full force and effect between the parties.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES.

Upon the acceptance and execution hereof by both parties hereto, the Effective Date of this Agreement is:

_____
(to be completed by UBH only)

UNITED BEHAVIORAL HEALTH
P.O. Box 9472
Minneapolis, MN 55440-9472

Signature_____

Name _____

Title _____

Date_____

BECKER COUNTY HUMAN SERVICES
712 Minnesota Ave
Detroit Lakes, MN 56501

Signature_____

Print Name_____

Title_____

Date_____

Federal Tax ID Number: _____

Medicare Number:_____

Medicaid Number:_____

NPI Number:_____

Effective Date: _____

(UBH purposes only)

Facility Name: **Becker County Human Services TIN:416005754**

Timely Filing / Submission of Claims	
180 days	☒ Medicaid: MEDICA MEDICAID; Medica MNCare

MEDICA MEDICAID STANDARD PAYMENT APPENDIX

This Standard Payment Appendix ("Appendix") will apply to Mental Health ("MH") and/or Substance Use Disorder ("SUD") Services ("MHSUD Services") provided by Provider to Members covered by Medica Medicaid. Payment of MHSUD Services will be paid pursuant to the applicable rate of reimbursement referenced below and applicable state claims payment laws.

Covered facility-based services contracted with a single HCPC or HCPC + CPT code must be billed on a CMS 1500 form. Covered services contracted with a Revenue Code or Revenue Code + HCPC or CPT must be billed on a UB-04 form. Failure to bill in this manner may result in a claim denial.

SECTION 1
Definitions

Per Hour, Per Minute, per Unit, per Assessment, per Evaluation, per Week: The contracted rate of payment made to Provider for each hour, minute, unit, assessment, evaluation, week of service to a Member. Payment shall be considered payment in full for all MHSUD Services provided to the Member during service to include ancillaries referenced above. Such payment is inclusive of MD fees.

Medicaid Eligible Expenses: The Medicaid reimbursable charges for Medicaid Covered Services. Payment of all or a portion of the Medicaid Eligible Expenses, pursuant to the terms of this Appendix, shall be considered payment in full for all Medicaid Covered Services provided to the Member, including but not limited to, aftercare, discharge planning, emergency room, ECT IP, ECT OP, anesthesiology (which includes anesthesia and anesthesiologist) EEG, EKG, laboratory/pathology, medical and surgical supplies, medical history & physical, medications, primary therapist (non-MD), non-MD professional fees, ambulance, psychosocial programs/services, radiology, recreational/occupational therapy, room and board charges and team meetings, provided during the admission, unless otherwise provided for in the Agreement. Such payment is **inclusive** of physician fees.
Reimbursement for Medicaid Covered Services shall not exceed the effective rate set forth in Provider's Host County contract for Covered Services by health plan. **Provider agrees that it shall not submit a claim for Medicaid Covered Services in excess of the Host County contract rate.** Provider acknowledges that, under the terms and conditions of the Agreement and Facility Manual, UBH or Payor shall have the right to make any necessary corrective adjustments to a previous overpayment of Medicaid Eligible Expenses.

There may be instances where freestanding substance abuse facilities may not be eligible for substance abuse service reimbursement unless the services are covered under CMS Medicare and/or a part of the members Managed Care Plan.

SECTION 2
Miscellaneous Provisions

Fee Schedules: If the state uses any fee schedule reimbursement methodology to reimburse for services, those fee schedules will be used as the primary fee source for the development of fee schedule payment methods.

Fee Schedule Notes: Where appropriate, Provider is required to identify procedures by valid revenue codes, HCPCS, and/or modifier codes to receive appropriate reimbursement and is required to follow state billing requirements.

Changes to State Rates and Reimbursement Methodologies: With regard to all Covered Services that are reimbursed under this Appendix and based on the state rates and reimbursement methodologies, contract rates and reimbursement methodologies under this Appendix will be adjusted consistent with changes made by the state, as finalized, and published by the state.

State Rates: Unless otherwise specified in this Appendix, changes made by the state will be incorporated automatically into this Appendix within 60 days following publication of those new state rates ("Update Period") with an effective date as published by the state. In the case of a contract rate that is a fixed percentage of the state rate, the new contract rate after a change to the state rate will be the same fixed percentage of the new state rate.

Changes to State Reimbursement Methodologies: If the state changes the reimbursement methodologies as set forth in this Appendix, UBH will make reasonable efforts to implement such new state methodologies, within a reasonable time frame, from the latest of a) the date the change is finalized by the state, b) the date the change is published by the state and c) the date the change is approved by the applicable federal or state agencies. Provider agrees that, in such case, it will accept the current methodologies as set forth in this Appendix, until such a time as UBH can implement the new state methodologies.

SECTION 3
Payment for Medica MNCare Network

Medica MNCare Network. For all contracted MHSA services as listed in this Appendix for Medica Medicaid Network, Provider shall be paid by Payor for Medica MNCare members at the rate of 101.8% of Medica Medicaid contract rates.

SECTION 4
Other MHSUD Services (Fee for Service)

MHSUD Services Provided to a Member. The MHSUD Services covered and authorized by UBH, described below and provided by Provider to Member on an outpatient basis of the diagnosis, testing and/or treatment of a mental health and/or substance abuse condition, other than Emergency MHSUD Services or as part of a partial hospitalization or day treatment program, Provider shall be paid by Payor the lesser of (a) Provider's Customary Charge for such SUD Services, less any applicable Member Expenses; or (b) the Per Diem Payment(s) set forth below, less any applicable Member Expenses.

					UBH USE ONLY
Level of Care	**HCPCS**	**Modifier**	**Unit**	**Rate** **Medica Medicaid**	**Site Location #**
H0001 SUD Assessment	**H0001**				
Adult (18 years and older)			**Per Assessment**	$162.24	**1**
Adolescent (13 to 17 years)			**Per Assessment**	$162.24	**1**
T1016 MHSUD Case Management Per 15 min	**T1016**	**HN, U8**			
Adult (18 years and older)			**Per 15 Minutes**	$37.13	**1**
Adolescent (13 to 17 years)			**Per 15 Minutes**	$37.13	**1**
H0038 MH Self-help Peer Services/15 Min	**H0038**	**U8**			
Adult (18 years and older)			**Per 15 Minutes**	$15.02	**1**
Adolescent (13 to 17 years)			**Per 15 Minutes**	$15.02	**1**

Level of Care	**HCPC Code**	**Modifier**	**Medicaid Eligible Expenses** **Medica Medicaid**	**Site Location #**
Targeted Case Management • Adult (21 years or more) Face to Face Contact **Medica Medicaid Only**	T2023	HE	100% of Medicaid Eligible Expenses	1
Targeted Case Management • Adult (21 years or more) Telephone Contact **Medica Medicaid Only**	T2023	HE, U4	100% of Medicaid Eligible Expenses	1

Targeted Case Management • Child (under 21 years) Face to Face Contact **Medica Medicaid Only**	T2023	HE, HA	100% of Medicaid Eligible Expenses	1

Site Locations

(For Internal Use Only)

☐ **C**

Address Types:

P = Primary
M = Mailing/Notice
S = Service
R = Remit

Site #	Address Type	Address	Address 2	City	State	Zip	Business Phone	Secure Fax #	Effective Date	Term Date
1	P,M,S,R	712 Minnesota Ave		Detroit Lakes	MN	56501	218-847-5628	218-847-6738		

MINNESOTA STATE PROGRAM

REGULATORY REQUIREMENTS APPENDIX

DOWNSTREAM PROVIDER

THIS MINNESOTA STATE PROGRAM REGULATORY REQUIREMENTS APPENDIX (this "Appendix") supplements and is made part of the provider agreement (the "Agreement") between United Behavioral Health ("Subcontractor") and the party named in the Agreement ("Provider").

SECTION 1
APPLICABILITY

The requirements of this Appendix apply with respect to the provision of health care services that Provider provides directly to Covered Persons through Health Plan's (as defined herein) products or benefit plans under the State of Minnesota's **Families and Children Medical Assistance**, **MinnesotaCare**, and as applicable, benefit plans for other state-based healthcare programs for low income individuals (the "State Program") as governed by the State's designated regulatory agencies. For purposes of this Appendix, State Program may refer to the State agency or agencies responsible for administering the applicable State Program. In the event of a conflict between this Appendix and other appendices or any provision of the Agreement, the provisions of this Appendix shall control except with regard to benefit plans outside the scope of this Appendix or unless otherwise required by law. In the event Subcontractor is required to amend or supplement this Appendix as required or requested by the State to comply with federal or State regulations, Subcontractor will unilaterally initiate such additions, deletions or modifications.

SECTION 2
DEFINITIONS

Unless otherwise defined in this Appendix, all capitalized terms shall be as defined in the Agreement. For purposes of this Appendix, the following terms shall have the meanings set forth below; provided, however, in the event any definition set forth in this Appendix or the Agreement is inconsistent with any definitions under the applicable State Program, the definitions shall have the meaning set forth under the applicable State Program.

2.1 **Covered Services:** Health care services or products for which a Customer is enrolled with Health Plan to receive coverage under the State Contract.

2.2 **Department:** Minnesota Department of Human Services ("DHS")

2.3 **Health Plan:** An appropriately licensed entity that has entered into a contract with Subcontractor, either directly or indirectly, under which Subcontractor provides certain administrative services for Health Plan pursuant to the State Contract. For purposes of this Appendix, Health Plan refers to UnitedHealthcare Insurance Company.

2.4 **State:** The State of Minnesota or its designated regulatory agencies.

2.5 **State Contract:** Health Plan's contract with Department for the purpose of providing and paying for Covered Services to Customers enrolled in the State Program.

SECTION 3
PROVIDER REQUIREMENTS

The State Program, through contractual requirements and federal and State statutes and regulations, requires the Agreement to contain certain conditions that Health Plan, Subcontractor and Provider agree to undertake, which include the following:

3.1 Definitions Related to the Provision of Covered Services. Provider shall follow the applicable State Contract's requirements for the provision of Covered Services. Provider's decisions affecting the delivery of acute or chronic care services to Customers shall be made on an individualized basis and in accordance with the following definitions:

i) Emergency Medical Condition: A medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in any of the following: (1) placing the health of the individual (or with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; (2) serious impairment to body functions; (3) serious dysfunction of any body organ or part; or (4) death.

ii) Emergency Services: Covered inpatient and outpatient services furnished by a provider qualified to furnish those services and that are needed to evaluate or stabilize an Emergency Medical Condition.

iii) Medically Necessary or Medical Necessity: A health service that is consistent with the recipient's diagnosis or condition and: (1) is recognized as the prevailing standard or current practice by the provider's peer group; and (2) is rendered in response to a life threatening condition or pain; or to treat an injury, illness, or infection; or to treat a condition that could result in physical or mental disability; or to care for the mother and child through the maternity period; or to achieve a level of physical or mental function consistent with prevailing community standards for diagnosis or condition; or (3) is a preventive health service under Minnesota Rules, Part 9505.0355.

3.2 Medicaid or CHIP Participation. Provider must be enrolled with the State as a Medicaid or CHIP provider, as applicable to participate in United's Medicaid or CHIP network. Upon notification from the State that Provider's enrollment has been denied or terminated, Subcontractor's or Health Plan's must terminate Provider immediately and will notify affected Customers that Provider is no longer participating in the network. Subcontractor or Health Plan

will exclude from its network any provider who is on the State's exclusion list or has been terminated or suspended from the Medicare, Medicaid or CHIP program in any state.

3.3 Accessibility Standards; Hours of Operation; Appointments. Provider shall provide for timely access for Customer appointments in accordance with the appointment availability requirements established under the State Contract, not to exceed forty-five (45) days from the date of a Customer's request for routine and preventive care and twenty-four (24) hours for Urgent Care, as further described in the applicable provider manual. Provider shall offer hours of operation that are no less than the hours of operation offered to commercial beneficiaries or comparable to Medicaid fee-for-service if Provider serves only Medicaid beneficiaries. As applicable, Provider will make Covered Services available 24 hours a day, 7 days a week when medically necessary.

3.4 Hold Harmless. Except for any applicable cost-sharing requirements under the State Contract, Provider shall look solely to Subcontractor or Health Plan for payment of Covered Services provided to Customers pursuant to the Agreement and the State Contract and hold the State, the U.S. Department of Health and Human Services ("HHS") and Customers harmless in the event that Subcontractor or Health Plan cannot or will not pay for such Covered Services. In accordance with 42 C.F.R. § 447.15, the Customer is not liable to Provider for any services for which Subcontractor or Health Plan is liable and as specified under the State's relevant health insurance or managed care statutes, rules or administrative agency guidance. Provider shall not require any copayment or cost sharing for Covered Services provided under the Agreement unless expressly permitted under the State Contract. Provider shall also be prohibited from charging Customers for missed appointments if such practice is prohibited under the State Contract or applicable law. Neither the State, the Department nor Customers shall be in any manner liable for the debts and obligations of Subcontractor or Health Plan and under no circumstances shall Provider, or any providers used to deliver services covered under the terms of the State Contract, charge Customers for Covered Services.

If the medical assistance services are not Covered Services, prior to providing the service, Provider shall inform the Customer of the non-covered service and have the Customer acknowledge the information. If the Customer still requests the service, Provider shall obtain such acknowledgement in writing prior to rendering the service. If Subcontractor or Health Plan determines a Customer was charged for Covered Services inappropriately, such payment may be recovered, as applicable. Provider will reimburse Customer any cost-sharing erroneously charged by the Provider.

This provision shall survive any termination of the Agreement, including breach of the Agreement due to insolvency.

3.6 Indemnification. To the extent applicable to Provider in performance of the Agreement, Provider shall indemnify, defend and hold the Department and its employees harmless from and against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, including court costs and attorney fees, to the extent proximately caused by any negligent act or other intentional misconduct or omission of Provider, its agents, officers, employees or contractors arising from the Agreement. The Department may waive this requirement for public entities if Provider is a state agency or sub-unit as defined by the State or

a public health entity with statutory immunity. This clause shall survive the termination of the Agreement for any reason, including breach due to insolvency.

3.7 Provider Selection. To the extent applicable to Provider in performance of the Agreement, Provider shall comply with 42 C.F.R. § 438.214 which includes, but is not limited to the selection and retention of providers, credentialing and recredentialing requirements and nondiscrimination. If Subcontractor delegates credentialing to Provider, Subcontractor will provide monitoring and oversight and Provider shall ensure that all licensed medical professionals are credentialed in accordance with Subcontractor's or Health Plan's and the State Contract's credentialing requirements.

3.8 Restrictions on Referrals. Provider shall not make inappropriate referrals for designated health services to health care entities with which Provider or a member of Provider's family has a financial relationship, pursuant to federal anti-kickback and physician self-referral laws that prohibit such referrals.

3.9 Subcontracts. If Provider subcontracts or delegates any functions of the Agreement, in accordance with the terms of the Agreement, the subcontract or delegation must be in writing and include all of the requirements of this Appendix, and applicable requirements of the State Contract, and applicable laws and regulations. Provider further agrees to promptly amend its agreements with such subcontractors, in the manner requested by Subcontractor or Health Plan, to meet any additional State Program requirements that may apply to the services.

3.10 Records Retention. As required under State or federal law or the State Contract, Provider shall maintain an adequate record keeping system for recording services, charges, dates and all other commonly accepted information elements for services rendered to Customers. All financial records shall follow generally accepted accounting principles. Medical records and supporting management systems shall include all pertinent information related to the medical management of each Customer. Other records shall be maintained as necessary to clearly reflect all actions taken by Provider related to services provided under the State Contract. Provider shall retain all records including, as applicable, grievance and appeal records and any other records related to data, information, and documentation for a period of not less than 10 years from the close of the Agreement, or such other period as required by law. If records are under review or audit, they must be retained for a minimum of 10 years following resolution of such action. Prior approval for the disposal of records must be requested and approved by Subcontractor and Health Plan if the Agreement is continuous.

3.11 Records Access. Provider acknowledges and agrees that the State, HHS and other authorized federal and state personnel shall have complete access to all records pertaining to services provided to Customers. Provider shall provide immediate access to facilities, records and supportive materials pertinent to the State Contract for State or Federal fraud investigators.

3.12 Government Audit; Investigations. Provider acknowledges and agrees that the State, CMS, the Office of Inspector General, the Comptroller General, and HHS and their designees or their authorized representatives shall at any time, have the right to inspect, audit or otherwise evaluate the quality, appropriateness, and timeliness of services provided under the terms of the

State Contract and any other applicable rules, including the right to inspect and audit any records or documents of Provider and its subcontractors, and the right to inspect the premises, physical facilities, and equipment where Medicaid-related activities or work is conducted. The right to audit under this section exists for 10 years from the end date of the State Contract or from the date of completion of any audit, whichever is later. There shall be no restrictions on the right of the State or federal government to conduct whatever inspections and audits are necessary to assure quality, appropriateness or timeliness of services provided pursuant to the State Contract and the reasonableness of their costs.

3.13 Privacy; Confidentiality. Provider understands that the use and disclosure of information concerning Customers is restricted to purposes directly connected with the administration of the State Program and shall maintain the confidentiality of Customer's information and records as required by the State Contract and in federal and State law including, but not limited to, all applicable privacy, security and Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191, and associated implementing regulations, including but not limited to 45 C.F.R. §§ 160.101 et seq., 162.100 et seq., and 164 et seq., as applicable and as may be amended from time to time, and shall safeguard information about Customers in accordance with applicable federal and State privacy laws and rules including but not limited to 42 C.F.R. §§ 2.1 et seq., 431.300-307, 434.1 et seq., 438.224 and 438.3 (if applicable).

Access to member identifying information shall be limited by Provider to persons or agencies that require the information in order to perform their duties in accordance with this Agreement, including HHS, the Department and other individuals or entities as may be required. Any other party shall be granted access to confidential information only after complying with the requirements of state and federal laws, including but not limited to HIPAA, and regulations pertaining to such access. Provider is responsible for knowing and understanding the confidentiality laws listed above as well as any other applicable laws. Nothing herein shall prohibit the disclosure of information in summary, statistical or other form that does not identify particular individuals, provided that de-identification of protected health information is performed in compliance with the HIPAA Privacy Rule.

Federal and State Medicaid regulations, and some other federal and State laws and regulations, including but not limited to those listed above, are often more stringent than the HIPAA regulations. Provider shall notify Subcontractor, Health Plan and the Department of any breach of confidential information related to Customers within the time period required by applicable federal and State laws and regulations following actual knowledge of a breach, including any use or disclosure of confidential information, any breach of unsecured PHI, and any Security Incident (as defined in HIPAA regulations) and provide United and the Department with an investigation report within the time period required by applicable federal and State laws and regulations following the discovery. Provider shall work with Subcontractor, Health Plan and the Department to ensure that the breach has been mitigated and reporting requirements, if any, complied with.

3.14 Compliance with Law. Provider shall comply with all applicable federal and State laws and regulations, including but not limited to the following to the extent applicable to Provider in performance of the Agreement:

i) Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972 (regarding education programs and activities); the Age Discrimination Act of 1975; the Rehabilitation Act of 1973; Americans with Disabilities Act, and Section 1557 of the Patient Protection and Affordable Care Act, and their implementing regulations, as may be amended from time to time.

ii) All relevant federal and State statutes, regulations and orders related to equal opportunity in employment, including but not limited to compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. § 60-1.1 et seq., "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

iii) If the Agreement is for an amount in excess of $100,000, Provider shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. § 7401 et seq., and the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. Any violations shall be reported to HHS and the appropriate Regional Office of the Environmental Protection Agency.

3.15 Compliance with Medicaid Laws and Regulations. Provider agrees to abide by the Medicaid laws, regulations and program instructions to the extent applicable to Provider in Provider's performance of the Agreement. Provider understands that payment of a claim by Subcontractor, Health Plan or the State is conditioned upon the claim and the underlying transaction complying with such laws, regulations, and program instructions (including, but not limited to, federal requirements on fraud, waste and abuse, disclosure, debarment, termination and exclusion screening), and is conditioned on the Provider's compliance with all applicable conditions of participation in Medicaid. Provider understands and agrees that each claim the Provider submits to Subcontractor or Health Plan constitutes a certification that the Provider has complied with all applicable Medicaid laws, regulations and program instructions in connection with such claims and the services provided therein. Provider's payment of a claim will be denied if Provider is terminated or excluded from participation in federal healthcare programs. Provider's payment of a claim may be temporarily suspended if the State or Subcontractor or Health Plan provides notice that a credible allegation of fraud exists and there is a pending investigation. Provider's payment of a claim may also be temporarily suspended or adjusted if the Provider bills a claim with a code that does not match the service provided. Subcontractor or Health Plan performs coding edit procedures based primarily on National Correct Coding Initiative (NCCI) policies and other nationally recognized and validated policies. Provider agrees that it will provide medical records to Subcontractor or Health Plan upon its request in order to determine appropriateness of coding. Provider may dispute any temporarily suspended or adjusted payment consistent with the terms of the Agreement.

3.16 Physician Incentive Plans. In the event Provider participates in a physician incentive plan ("PIP") under the Agreement, Provider agrees that such PIPs must comply with 42 C.F.R. §§ 417.479, 438.3, 422.208, and 422.210, as may be amended from time to time. Neither Subcontractor, Health Plan, nor Provider may make a specific payment directly or indirectly under a PIP to a physician or physician group as an inducement to reduce or limit Medically Necessary services furnished to an individual Customer. PIPs must not contain provisions that provide incentives, monetary or otherwise, for the withholding of services that meet the definition of Medical Necessity.

3.17 Lobbying. Provider agrees to comply with the following requirements related to lobbying:

i) Prohibition on Use of Federal Funds for Lobbying: By signing the Agreement, Provider certifies to the best of Provider's knowledge and belief, pursuant to 31 U.S.C. § 1352 and 45 C.F.R. § 93.100 et seq., as may be amended from time to time, that no federally appropriated funds have been paid or will be paid to any person by or on Provider's behalf for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

ii) Disclosure Form to Report Lobbying: If any funds other than federally appropriated funds have been paid or will be paid to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement and the value of the Agreement exceeds $100,000, Provider shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3.18 Excluded Individuals and Entities. By signing the Agreement, Provider certifies to the best of Provider's knowledge and belief that neither it nor any of its employees, principals, nor any providers, subcontractors or consultants or persons with an ownership or controlling interest in the Provider (an owner including the Provider himself or herself), or an agent or managing employee of the Provider, with whom Provider contracts and who are providing items or services that are significant and material to Provider's obligations under the Agreement is:

i) excluded from participation in federal health care programs under 42 U.S.C. § 1320a-7; or

ii) debarred, suspended or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in nonprocurement

activities under regulations issued under Executive Order no. 12549 or under guidelines implementing Executive Order No. 12549; or an affiliate, as defined in the Federal Acquisition Regulation, of such a person.

Provider acknowledges and agrees that payment will not be made for any items or Covered Services provided by an excluded individual pursuant to 42 C.F.R. §1001.1901(b) and is obligated to screen all employees, contractors, and subcontractors for exclusion as required under applicable State and Federal laws. Additionally, Provider acknowledges that pursuant to 42 C.F.R. §1003.102(a)(2) civil monetary penalties may be imposed against Provider if he or she employs or enters into contracts with excluded individuals or entities to provide items or Covered Services to Customers under this Agreement. Provider agrees not to employ or subcontract with individuals or entities whose owner, those with a controlling interest, or managing employees are on a State or Federal exclusion list to provide items or Covered Services under this Agreement. Provider shall immediately report to Subcontractor any exclusion information discovered. Provider can search the HHS-OIG website, at no cost, by the names of any individuals or entities. The database is called LEIE and can be accessed at http://www.oig.hhs.gov/fraud/exclusions.asp. The GSA EPLS/SAM database can be accessed at https://www.sam.gov. Federal and State exclusion databases must be reviewed monthly to ensure that no employee or contractor has been excluded. Applicable state exclusion databases can be accessed through the State's Medicaid website. Subcontractor must terminate the Agreement immediately and exclude from its network any provider who has been terminated from the Medicare, Medicaid or CHIP program in any state. Subcontractor may also terminate the Agreement if Provider or Provider's owners, agents, or managing employees are found to be excluded on a State or Federal exclusion list.

3.19 Disclosure. Provider must be screened and enrolled into the State's Medicaid or CHIP program, as applicable, and submit disclosures to the Department on ownership and control, significant business transactions, and persons convicted of crimes, including any required criminal background checks, in accordance with 42 C.F.R. §§ 455.100-107 and 455.400-470. Provider must submit information related to ownership and control of subcontractors or wholly owned suppliers within thirty-five (35) calendar days of a request for such information in accordance with 42 C.F.R. § 455.105. Additionally, Provider must cooperate with the Department for submission of fingerprints upon a request from the Department or CMS in accordance with 42 C.F.R. § 455.434.

3.20 Cultural Competency and Access. Provider shall participate in Subcontractor's, Health Plan's and the State's efforts to promote the delivery of services in a culturally competent manner to all Customers, including those with limited English proficiency, physical or mental disabilities, diverse cultural and ethnic backgrounds, and regardless of gender, sexual orientation or gender identity, and shall provide interpreter services in a Customer's primary language and for the hearing impaired for all appointments and emergency services. Provider shall provide information to Customers regarding treatment options and alternatives, as well as information on complaints and appeals, in a manner appropriate to the Customer's condition and ability to understand.

Provider shall provide physical access, reasonable accommodations, and accessible equipment for Customers with physical or mental disabilities.

3.21 Marketing. As required under State or federal law or the applicable State Contract, any marketing materials developed and distributed by Provider as related to the performance of the Agreement must be submitted to Health Plan to submit to the State Program for prior approval.

3.22 Fraud, Waste and Abuse Prevention. Provider shall cooperate fully with Subcontractor' or Health Plan's policies and procedures designed to protect program integrity and prevent and detect potential or suspected fraud, waste, and abuse in the administration and delivery of services under the State Contract and shall cooperate and assist the Department and any other State or federal agency charged with the duty of preventing, identifying, investigating, sanctioning or prosecuting suspected fraud, waste, and abuse in state and/or federal health care programs.

In accordance with Subcontractor's or Health Plan's policies and the Deficit Reduction Act of 2005 (DRA), Provider shall have written policies for its employees, contractors or agents that: (a) provide detailed information about the False Claims Act, 31 U.S.C. §§ 3729 - 3733,, including, if any entity makes or receives annual payments under the State Program of at least $5,000,000, such entity must establish certain minimum written policies and information communicated through an employee handbook relating to the False Claims Act in accordance with 42 C.F.R. § 438.600; (b) cite administrative remedies for false claims and statements established by 31 U.S.C. § 3801 et seq. and whistleblower protections under federal and state laws; (c) reference state laws pertaining to civil or criminal penalties for false claims and statements; and (d) with respect to the role of such laws in preventing and detecting fraud, waste, and abuse in federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)), include as part of such written policies, detailed provisions regarding Provider's policies and procedures for detecting and preventing fraud, waste, and abuse. Provider agrees to train its staff on the aforesaid policies and procedures.

3.23 Electronic Visit Verification (EVV). Provider shall cooperate with State requirements for electronic visit verification for personal care services and home health services, as applicable.

3.24 Data; Reports. Provider agrees to cooperate with and release to Subcontractor or Health Plan any information necessary for Subcontractor or Health Plan to comply with the State Contract and federal and state law, to the extent applicable to Provider in performance of the Agreement. Such information includes timely submission of reports including child health check-up reporting, EPSDT encounters, and cancer screening encounters, if applicable, as well as complete and accurate encounter data in accordance with the requirements of Subcontractor or Health Plan and the State. Encounter data must be accurate and include all services furnished to a Customer, including capitated provider's data and rendering provider information. All reports and data must be provided within the timeframes specified and in a form that meets Subcontractor or Health Plan and State requirements. By submitting data to Subcontractor or Health Plan, Provider represents and attests to Subcontractor and the State that the data is accurate, complete and truthful, and upon Subcontractor's request Provider shall certify in

writing, that the data is accurate, complete, and truthful, based on Provider's best knowledge, information and belief.

3.25 Claims Information. Provider shall promptly submit to Subcontractor or Health Plan the information needed to make payment and shall identify third party liability coverage, including Medicare and other insurance, and if applicable seek such third party liability payment before submitting claims to Subcontractor or Health Plan. Provider understands and agrees that each claim Provider submits to Subcontractor or Health Plan constitutes a certification that the claim is true and accurate to the best of Provider's knowledge and belief and that the Covered Services are 1) Medically Necessary and 2) have been provided to the Customer prior to submitting the claim.

3.26 Insurance Requirements. As applicable, Provider shall secure and maintain during the term of the Agreement insurance appropriate to the services to be performed under the Agreement.

3.27 Licensure. Provider represents that it is currently licensed and/or certified under applicable State and federal statutes and regulations and by the appropriate State licensing body or standard-setting agency, as applicable. Provider represents that it is in compliance with all applicable State and federal statutory and regulatory requirements of the Medicaid program and that it is eligible to participate in the Medicaid program. Provider represents that it does not have a Medicaid provider agreement with the Department that is terminated, suspended, denied, or not renewed as a result of any action of the Department, CMS, HHS, or the Medicaid Fraud Control Unit of the State's Attorney General. Provider shall maintain at all times throughout the term of the Agreement all necessary licenses, certifications, registrations and permits as are required to provide the health care services and/or other related activities delegated to Provider by Subcontractor or Health Plan under the Agreement. If at any time during the term of the Agreement, Provider is not properly licensed as described in this Section, Provider shall discontinue providing services to Customers. Claims for services performed during any period of noncompliance with these license requirements will be denied.

3.28 Clinical Laboratory Improvements Act (CLIA) certification or waiver. As applicable, if Provider performs any laboratory tests on human specimens for the purpose of diagnosis and/or treatment, Provider agrees to acquire and maintain the appropriate CLIA certification or waiver for the type of laboratory testing performed. Provider further agrees to provide a copy of the certification if requested by Subcontractor or Health Plan. A State authorized license or permit that meets the CLIA requirements may be substituted for the CLIA certificate pursuant to State law. Medicare and Medicaid programs require the applicable CLIA certification or waiver for the type of services performed as a condition of payment. Provider must include the appropriate CLIA certificate or waiver number on claims submitted for payment for laboratory services.

3.29 Quality; Utilization Management. Pursuant to any applicable provider manuals and related protocols, or as elsewhere specified under the Agreement, Provider agrees to cooperate with Subcontractor's or Health Plan's quality improvement and utilization review and management activities. This shall include, but not be limited to, participation in any internal and

external quality assurance, utilization review, peer review, and grievance procedures established by Subcontractor or Health Plan or as required under the State Contract to ensure that Customers have due process for their complaints, grievances, appeals, fair hearings or requests for external review of adverse decisions made by Subcontractor or Health Plan or Provider. Provider shall adhere to the quality assurance and utilization review standards of the State Program and shall monitor quality and initiate corrective action to improve quality consistent with the generally accepted level of care.

3.30 Non-Discrimination. Provider will not discriminate against Customers on the basis of race, color, national origin, sex, sexual orientation, gender identity, or disability and will not use any policy or practice that has the effect of discriminating on the basis of race, color, or national origin, sex, sexual orientation gender identity, or disability.

3.31 Immediate Transfer. Provider shall cooperate with Subcontractor or Health Plan in the event an immediate transfer to another primary care physician or Medicaid managed care contractor is warranted if the Customer's health or safety is in jeopardy, as may be required under law.

3.32 Transition of Customers. In the event of transitioning Customers from other Medicaid managed care contractors and their provider, Provider shall work with Subcontractor or Health Plan to ensure quality-driven health outcomes for such Customers to the extent required by the State Contract or otherwise required by law.

3.33 Continuity of Care. Provider shall cooperate with Health Plan and provide Customers with continuity of treatment, including coordination of care to the extent required under law and according to the terms of the Agreement, in the event Provider's participation with Subcontractor or Health Plan terminates during the course of a Customer's treatment by Provider, except in the case of adverse reasons on the part of Provider.

3.34 Health Records. Provider agrees to cooperate with Subcontractor or Health Plan to maintain and share a health record of all services provided to a Customer, as appropriate and in accordance with applicable laws, regulations and professional standards.

3.35 Advance Directives. When applicable, Provider shall comply with the advance directives requirements for hospitals, nursing facilities, providers of home and health care and personal care services, hospices, and HMOs as specified in 42 C.F.R. §§ 417.436(d), 422.128, 438.3(i), and 42 C.F.R. § 489.100 et seq.

3.36 National Provider ID (NPI). If applicable, Provider shall obtain a National Provider Identification Number (NPI).

3.37 Termination. In the event of termination of the Agreement, Provider shall promptly supply to Subcontractor or Health Plan all information necessary for the reimbursement of any outstanding Medicaid claims.

3.38 Health Care Acquired/Preventable Conditions. Provider agrees that no payment shall be made for the provision of medical assistance for health care acquired conditions and other provider preventable conditions as may be identified by the State. As a condition of payment, Provider shall identify and report to Subcontractor or Health Plan any provider preventable conditions in accordance with 42 CFR §§ 434.6(a)(12), 438, and § 447.26.

3.39 Overpayment. Provider shall report to Subcontractor or Health Plan when it has received an overpayment and will return the overpayment to Subcontractor or Health Plan within 60 calendar days after the date on which the overpayment was identified. Provider will notify Subcontractor or Health Plan in writing of the reason for the overpayment.

SECTION 4
ADDITIONAL PROVIDER REQUIREMENTS FOR SPECIFIC ACTIVITIES

4.1 Mental Health and Substance Use Providers. Providers who provide Mental Health and Substance Use services to Customers must provide for services to be delivered in compliance with the requirements of 42 C.F.R. § 438.900 et seq. insofar as those requirements are applicable.

4.2 Long-Term Services and Supports (LTSS) Providers. Any LTSS Covered Services under the State Contract that could be authorized through a waiver under section 1915(c) of the Social Security Act (the "Act") or a State Program amendment authorized through sections 1915(i) or 1915(k) of the Act must be delivered in settings consistent with 42 C.F.R. § 441.301(c)(4).

SECTION 5
SUBCONTRACTOR OR HEALTH PLAN REQUIREMENTS

5.1 Prompt Payment. Subcontractor or Health Plan (as applicable) shall pay Provider pursuant to the State Contract and applicable State and federal law and regulations.

Subcontractor or Health Plan (as applicable) shall promptly pay all properly submitted claims consistent with 42 U.S.C. § 1395(h)(c)(2)); 42 USC § 1395u(c)(2), and 42 U.S.C. § 1396a (a)(37); 42 C.F.R. §§ 447.45 and 447.46, and Minnesota Statutes, §§ 256B.69, 16A.124 and 62Q.75. In the event Subcontractor or Health Plan (as applicable) is unable to pay properly submitted claims promptly, Subcontractor or Health Plan (as applicable) shall notify Department of any significant problem. Subcontractor or Health Plan (as applicable) will comply with the interest payment requirement of Minnesota Statutes, §62Q.75. Additionally, Subcontractor or Health Plan (as applicable) shall allow twelve (12) months from the newborn's date of birth for any Provider to bill for services provided during the period of retroactive enrollment of a newborn.

Claims related to providers under investigation for fraud, waste, or abuse, or claims withheld under Federal regulations are not subject to these requirements.

If a third party liability exists, payment of claims shall be determined in accordance with applicable State and federal law and regulations regarding third party liability law and the terms of the State Contract. Unless Subcontractor or Health Plan (as applicable) otherwise requests assistance from Provider, Subcontractor or Health Plan (as applicable) will be responsible for third party collections in accordance with the terms of the State Contract.

5.2 No Incentives to Limit Medically Necessary Services. Subcontractor or Health Plan shall not structure compensation provided to individuals or entities that conduct utilization management and concurrent review activities so as to provide incentives for the individual or entity to deny, limit, or discontinue Medically Necessary services to any Customer.

5.3 Provider Discrimination Prohibition. Neither Subcontractor or Health Plan shall discriminate with respect to participation, reimbursement, or indemnification of a provider who is acting within the scope of the provider's license or certification under applicable State law, solely on the basis of such license or certification. Subcontractor or Health Plan shall not discriminate against Provider for serving high-risk Customers or if Provider specializes in conditions requiring costly treatments. This provision shall not be construed as prohibiting Subcontractor or Health Plan from limiting a provider's participation to the extent necessary to meet the needs of Customers. This provision also is not intended and shall not interfere with measures established by Health Plan that are designed to maintain quality of care practice standards and control costs.

5.4 Communications with Customers. Neither Subcontractor or Health Plan shall prohibit or otherwise restrict Provider, when acting within the lawful scope of practice, from advising or advocating on behalf of a Customer for the following:

i) The Customer's health status, medical care, or treatment options, including any alternative treatment that may be self-administered;

ii) Any information the Customer needs in order to decide among all relevant treatment options;

iii) The risks, benefits, and consequences of treatment or non-treatment; or

iv) The Customer's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions.

Neither Subcontractor or Health Plan shall prohibit a Provider from advocating on behalf of a Customer in any grievance system, utilization review process, or individual authorization process to obtain necessary health care services.

5.5 Termination, Revocation and Sanctions. In addition to its termination rights under the Agreement, Subcontractor or Health Plan shall have the right to revoke any functions or activities Neither Subcontractor or Health Plan delegates to Provider under the Agreement or impose other sanctions consistent with the State Contract if in Subcontractor's or Health Plan's

reasonable judgment Provider's performance under the Agreement is inadequate. Subcontractor or Health Plan shall also have the right to suspend, deny, refuse to renew or terminate Provider in accordance with the terms of the State Contract and applicable law and regulation.

SECTION 6
OTHER REQUIREMENTS

6.1 Compliance with State Contract. All tasks performed under the Agreement shall be performed in accordance with the requirements of the applicable State Contract, as set forth in this Appendix, applicable provider manuals, and protocols, policies and procedures that r Subcontractor or Health Plan has provided or delivered to Provider. The applicable provisions of the State Contract are incorporated into the Agreement by reference. Nothing in the Agreement relieves Subcontractor or Health Plan of its responsibility under the State Contract. If any provision of the Agreement is in conflict with provisions of the State Contract, the terms of the State Contract shall control and the terms of the Agreement in conflict with those of the State Contract will be considered waived.

6.2 Monitoring. Subcontractor or Health Plan shall perform ongoing monitoring (announced or unannounced) of services rendered by Provider under the Agreement and shall perform periodic formal reviews of Provider according to a schedule established by the State, consistent with industry standards or State managed care organization laws and regulations or requirements under the State Contract. As a result of such monitoring activities, Subcontractor or Health Plan shall identify to Provider any deficiencies or areas for improvement mandated under the State Contract and Provider and Subcontractor or Health Plan shall take appropriate corrective action. Provider shall comply with any corrective action plan initiated by Subcontractor or Health Plan and/or required by the State Program. In addition, Provider shall monitor and report the quality of services delivered under the Agreement and initiate a plan of correction where necessary to improve quality of care, in accordance with that level of care which is recognized as acceptable professional practice in the respective community in which Subcontractor or Health Plan and Provider practice and/or the performance standards established under the State Contract.

6.3 Enrollment. The parties acknowledge and agree that the State Program is responsible for enrollment, reenrollment and disenrollment of Customers.

6.4 No Exclusivity. Nothing in the Agreement or this Appendix shall be construed as prohibiting or penalizing Provider for contracting with a managed care organization other than Subcontractor or Health Plan or as prohibiting or penalizing Subcontractor or Health Plan for contracting with other providers.

6.5 Delegation. The parties agree that, prior to execution of the Agreement, Subcontractor or Health Plan evaluated Provider's ability to perform any duties delegated to Provider under the Agreement. Any delegated duties and reporting responsibilities shall be set forth in the Agreement or other written delegation agreement or addendum between the parties. Subcontractor or Health Plan shall have the right to revoke any functions or activities Subcontractor or Health Plan delegates to Provider under the Agreement if in Subcontractor's or Health Plan's reasonable judgment Provider's performance under the Agreement is inadequate.

3. United Behavioral Health Optum Agreement Summary

This agreement allows Becker County to submit for reimbursement the case coordination and case management of Substance Use Disorder Services it provides.

- SUD Assessments Reimbursement rate for Adolescents (13 to 17) and Adults is $162.24 per assessment
- MHSUD Case Management rate for Adolescents (13 to 17) and Adults is $37.13 per 15 minutes
- MH Self-help Peer Services rate for Adolescents (13 to 17) and Adults is $15.02 per 15 minutes
- Targeted Case Management rate for Children (under 21 years of age) is $944
- Targeted Case Management rate for Adults (21 years of age or over) is $1036

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 06-26-2B

Combination of Two Part-Time to One Full-Time Custodian I Position

WHEREAS, there are two vacancies for Part-Time Custodian I positions, and;

WHEREAS, there is a consistent workload supporting the need for these vacancies to be filled, however posting of the part-time Custodian I position yielded few candidates, and;

WHEREAS, there is a need to combine the two part-time Custodian I positions into one full-time Custodian I position to improve the number and quality of candidates allowing for filling of the vacancy to support the cleaning needs of Becker County facilities, and;

NOW THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Becker County, Minnesota, approves the combination of two part-time Custodian I position to one full-time Custodian I position.

Duly adopted this 16th day of June 2026, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith	/s/ Erica Jepson
Carrie Smith	Erica Jepson
County Administrator	Board Chair

State of Minnesota)
) ss
County of Becker)

I, the undersigned being the duly appointed and qualified County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held June 16th, 2026, as recorded in the record of proceedings.

_____
Carrie Smith
County Administrator

Date: June 11, 2026
To: Becker County Courthouse Committee
From: Brent Bristlin, Facilities Manger
Re: Personnel Request

Action Request: Request to transition the two Part-Time Custodian I positions to a Full-Time Custodian I position.

Justification: There is a shortage of staff due to a resignation in November of 2025 and a recent retirement of Custodian I employees. The vacancy from November of 2025 has been posted and only yielded four candidates. Three of which either did not show up for interviews or return calls to scheduled interviews. The other candidate was offered the position but declined to take another position in the County. The custodial staff is expected to clean and maintain multiple locations throughout the County including: Old and New Courthouse, Human Services, Highway, and Sheriff's Office.

Cost Analysis:

FT vs PT Custodian I Cost	2026 Full-Time Cost July 1 – December 31	2026 Part - Time Cost July 1 – December 31	2026 Difference in PT to FT Cost April 1 – December 31	2027 Full-Time Cost
SALARY	$22,984	$22,984	$-	$47,060
PERA	$1,724	$1,724	$-	$3,530
HEALTH	$7,756	$-	$7,756	$19,924
FICA	$1,758	$1,758	$-	$3,600
SEVERANCE	$23,161	$23,161	$-	$-
TOTAL	$57,384	$49,627	$7,756	$74,113

2026 Increased Cost for a Full-Time Position: $ 7,757

Cost Explanation: There is approximately $36,000 in excess wages in the Facilities budget from the vacancy that has not been filled and a delay in transitioning employees into career ladders in the department. This can cover the increased cost of transitioning the two part-time Custodian I positions to a full-time position and the severance of the retiring employee.

Proposal for Service

Vertiv Corporation

5/6/2026

BECKER COUNTY JAIL
1428 STONY RD
DETROIT LAKES, MN, 56501

5/6/2026

BECKER COUNTY JAIL
1428 STONY RD
DETROIT LAKES, MN 56501
CPQ-1092810-1

EMAIL: brent.bristlin@co.becker.mn.us

Thank you for your interest in Vertiv Corporation. We are pleased to submit the following proposal for your review and consideration.

As the rate of change and complexity in your critical infrastructure increases, Vertiv is the dedicated partner that you need to help you achieve your goals.

Please complete all required fields on the signature page and attach your purchase order to assist timely order processing. Should you have any questions regarding the proposal, feel free to contact me directly at (952) 403-9900. I look forward to your response and the opportunity to work together to improve your critical infrastructure investment.

Sincerely,

Brooke Severson

12140 Nicollet Ave.

Burnsville MN 55337

PHONE: (952) 403-9900
FAX: (952) 403-9920
EMAIL: brooke.severson@datacsi.com

Quote CPQ-1092810-1

We are pleased to submit the following proposal for replacement of your batteries for your consideration. Please refer to the Scope of Work for specific coverage information. Below is a summary of the services included in this quote.

Site#: 1198807
BECKER COUNTY JAIL
1428 STONY RD
DETROIT LAKES, MN
56501
US

Line Item
Tag#1890870 QTY 24 - 45HR2000
New Battery Verification Service - QTY 1
Freight

Select One Option:	**Total**
_X_ Normal Hours (M-F 8am to 5pm)	$9,914.53
___ After Hours (M-F 5pm to 8am, and/or all day Saturday)	$11,509.69
___ Sunday/Holiday	$12,958.69
(**NOT including tax:** any tax required must be included in customer purchase order amount) **Payment Terms: Net 30 Days**	

Progress billing: For all projects involving battery replacement, progress payments will apply. Invoices will be issued per the following project milestones:

Milestone	**Payment Due**
Shipment of batteries	Total amount for batteries and freight
Completion of installation and testing	Balance of project price

SCOPE OF WORK

STATIONARY BATTERY SYSTEMS

VRLA (SEALED) BATTERY

FULL STRING REPLACEMENT

SERVICE SUMMARY

Feature	Detail
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Service Professional	Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products.
Battery Recycling	Includes battery recycling as required, with documentation meeting EPA requirements.
Alber Commissioning	Includes commissioning of Alber battery monitoring hardware, if battery monitoring is present.

SERVICE PERFORMED

1. Ensure the battery system is disconnected from UPS and battery system is safe to be worked with.
2. Verify the integrity of the battery rack/cabinet.
3. Remove all modules.
4. Measure and record all open circuit voltages for all units to ensure they can be placed in the string(s) and online.
5. Replace with new units in the exact same orientation as the old units.
6. Replace hardware if supplied with the new batteries. If not supplied, inspect, clean and neutralize the existing cables and clean the racks/trays from any possible leaking batteries.
7. Clean any corrosion from cables if re-using existing cables and clean the racks/trays from any possible leaking batteries.
8. Add a thin coat of anti-corrosion inhibitor to the face of the connector and to the contact surface of the battery terminal or as directed by the battery manufacturer.
9. Install tab washers for battery monitoring senses leads.
10. Torque all connections to the specific “inch pound” requirement specified by the manufacturer of the battery.
11. Ensure all battery monitoring wires are connected properly, if battery monitoring is present.
12. Verify that no ground faults exist prior to energizing the battery.
13. Return the battery system to normal float per the manufacturer’s guidelines.
14. Measure and record the total battery float voltage (at the battery).
15. Measure and record charging current.
16. Measure and record the overall AC ripple voltage.
17. Measure and record the overall AC ripple current.
18. Measure and record the ambient temperature.
19. Measure and record 100% of the jar temperatures.

20. Measure and record the float voltage of all jars.
21. Commission the Alber monitor (if present) following the standard commissioning procedures.
22. Provide the battery the proper Freshening charge per the manufacturer's guidelines.
23. Clean the site of any foreign materials left behind.
24. Prepare batteries for recycling and transportation (wrap the batteries with plastic wrap to secure them to the pallets)

Site specific Requirements for Full String Replacement for VRLA Batteries

1. Standard dock delivery that accommodates a standard size semi-truck with an onsite forklift or pallet jack(at least 4,000 lb capacity)
2. Inside staging area large enough for the batteries being installed and removed.
3. Inside, staging area must be within 50' of the dock area.
4. Battery room/cabinets must be within 200' of the staging area.
5. Doorways at least 34" in width.
6. Elevators within easy access and be rated for at least 4,000 lbs.
7. In the event that the customer needs a service or has a site requirement that falls outside of the Basic Installation Services or Basic Site Requirements, Vertiv Services will provide the customer with an additional quote for said Special Installation Services or in response to said Special Site Requirements, and if agreed to by the customer, the customer shall be separately invoiced the additional amounts set forth in the quote. Please notify your salesperson if you require Special Installation Services or have any other Special Site Requirements for which there will be an additional charge.
8. Special Installation Services and Special Site Requirements for which there will be additional costs and charges include, but are not limited to:
    1. Inside delivery
    2. Ground Delivery
    3. Floor Protection
    4. Floor Loading Limitations
    5. Delivery Path Includes Stairways, Ramps or Other Obstructions
    6. Use of Cranes
    7. Exclusive labor requirements installations
9. If Alber battery monitoring is present, access to the Central computer must be provided at the time of the battery installation for commissioning and developing of the new database. If access is not provided at the time of installation and a return trip is required to commission the Alber Monitor, there will be additional charges applied.

ASSUMPTIONS AND CLARIFICATIONS

If the Alber monitor is not commissioned at the time of the battery installation there could be nuisance alarms generated, until the system is properly commissioned. The data from an un-commissioned Alber Monitor cannot be used for warranty purposes.

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.

- Scheduling: Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.
- Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- Shutdown: Service may require shutdown of load to ensure electrical connection integrity.
- Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

SCOPE OF WORK

SEALED VRLA BATTERIES (10 YEAR DESIGN LIFE)

BATTERY VERIFICATION SERVICE

SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 2 site visits on new installations or prior to a load bank test. Scheduled by the customer at the customers convenience (excluding national holidays).
Service Professional	Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products.
IEEE	Ensures battery installation meets manufacturer and IEEE requirements.
Freshening Charge	For new installations Vertiv Services will perform the initial freshening charge on the batteries. Water additions for VLA (if applicable), will be addressed as needed after the equalize/freshening charge has been completed.

SERVICE PERFORMED

Battery Verification Service

First trip:

1. Inspect the appearance and cleanliness of the battery and the battery room area. Record any findings
2. Visually inspect the jars and covers for cracks and leakage. Record any findings
3. Visually inspect the racks or cabinets for any deficiencies. Record any findings.
4. Confirm that ventilation is provided.
5. Visually inspect for evidence of corrosion at terminals and connectors ensuring that the connections meet manufacturer's requirements.
6. Tighten all battery connections to the battery manufacturer's specifications and record the value utilized.
7. Ensure connections are properly prepped per the manufacturers IOM.
8. Measure and record the total string voltage.
9. Measure and record the float voltage of all cells.
10. Measure and record the ambient temperature.
11. Measure and record the jar temperature.
12. Place battery online.
13. Verify and record the battery float voltage.
14. Measure and record the AC ripple voltage.
15. Measure and record the AC ripple current.
16. Follow Note 2, below.

Second Trip:

1. Measure and record the ambient temperature.
2. Measure and record cell temperatures.

3. Measure and record the total battery float voltage and charging current. Verify proper float voltage is applied per the manufacturer.
4. Measure and record the float voltage of each jar/cell.
5. Measure and record the AC ripple voltage.
6. Measure and record the AC ripple current.
7. Measure and record the internal ohmic value of each jar.
8. Provide a detailed written report noting any deficiencies and corrective action taken and/or required.

ASSUMPTIONS AND CLARIFICATIONS

Does not include parts or return corrective visits.

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- Scheduling: Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.
- Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- Shutdown: Service may require shutdown of load to ensure electrical connection integrity.
- Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

Proposal Number: CPQ-1092810-1

Purchase order must be assigned to:
Vertiv Corporation
505 N. Cleveland Avenue
Westerville, OH 43082

Payment remittance address:
Vertiv Corporation
PO Box 70474
Chicago, IL 60673

FID# 31-0715256

PO should be e-mailed or faxed with signed proposal to:
Vertiv Corporation c/o Brooke Severson
Email: brooke.severson@datacsi.com
Fax: (952) 403-9920

Please complete the following information (All fields are required):

Purchase Order Number: _____ Purchase Order attached: ☐ Yes ☐ No

If PO ***NOT*** attached, please specify reason: _____

Invoice Delivery Method: ☐ Web Billing (Attach Instructions) ☐ Mail ☐ Other_____

☐ Accounts Payable Email _____@_____

Billing Contact Person: _____ Phone: _____

Email: _____ Fax #: _____

Bill-To Company Name: _____ Bill-To Address: _____

Federal Tax ID # _____ Bill-To City, ST Zip: _____

Tax Exempt: ☐ Yes (Attach tax exempt certificate) ☐ No

Site Services/IT Contact Person:_____ Phone: _____

* * COVERAGE DETAILS * *

For equipment not currently under a Service Agreement or for equipment for which the warranty has expired in excess of thirty (30) days, parts required to bring equipment back to manufacturers specifications are the responsibility of the Buyer and billable at the time of the first preventive maintenance visit or Service call. All pricing is valid only for Service coverage stated and is subject to change if this Proposal is modified in any way. This Proposal is valid for 30 days from the date of this Proposal unless otherwise noted. INFORMATION TO BUYER: This order between the Buyer and Seller is limited to Seller's Terms and Conditions located at termsconditions.vertivco.com unless a formal agreement governing this Purchase Order/transaction has been executed by the parties, in which case the Terms and Conditions of the signed agreement shall govern. Seller hereby objects to all Buyer's terms and conditions received by Seller and/or issued by Buyer.
Signature of this agreement authorizes Seller to invoice for Services mentioned herein and to utilize the provided purchase order number. If a purchase order number is not used, then the Buyer authorizes and guarantees Seller the payment of such invoices by authority of the signature below.

Thank you for your business.

Proposed By:

_____
Brooke Severson Date

Accepted By:

_____
Buyer Signature Required Date

_____
Printed Name Title Phone

Vertiv Purchase Order Acceptance Requirements:

To ensure efficient order processing, Vertiv requests the following information be included with all purchase orders:

Requirement	Details

Purchasing Company Information	• Provide your Company's legal name and billing address
	• For new Customers:
	  ○ Provide your Company's **W-9** with matching legal name and address
	  ○ Complete a **Credit Application Link** if requesting credit

Vertiv Name and Address	• **U.S. Orders:**
	  ○ Vertiv Corporation
	  505 N. Cleveland Ave, Westerville, OH 43082
	• **Canadian Orders:**
	  ○ Vertiv Canada ULC
	  #7-3800B Laird Rd., Mississauga, ON L5L 0B2 Canada
	  – OR –
	  3001, rue Douglas B. Floreani, St. Laurent, QC, H4S 1Y7, Canada

Product and/or Services Ordered	• Include line-item detail with quantities for each product/service ordered – OR – • Provide an aggregate solution description with a **reference to the Vertiv quote number**
P.O. Order Value	• Line level pricing including a total purchase commitment value – OR – • Aggregate / total solution value only
Payment Terms	• Specify **payment terms** or include a reference to an executed contract with Vertiv detailing repayment terms
Freight Terms	• Specify INCOTERMS or Freight terms to define if freight value is included in the P.O. value ○ Identify who is responsible for freight coordination and when title transfers
Tax Status	• Orders will be processed as **taxable** unless a "tax exempt" status is defined on the P.O. and a valid/current **tax-exemption certificate** is presented with P.O. or already on file with Vertiv
Requested Ship Date(s)	• Unless expecting immediate or first available shipment date, include specific **shipment timing requests**
Ship to Address(es)	• Provide detailed shipping or handling instructions, including **address** for specific product shipments or service locations

Special Order Requirements	• Indicate any special requirements or instructions, such as:
	  ○ Formal approval of Submittals before order acceptance
	  ○ Milestone Billing details (required either by Customer or Vertiv)
	  ○ Special sourcing requirements such as DPAS (Defense Prioritization) or BAA (Build America Act)

Vertiv Corporation
TERMS AND CONDITIONS OF SALE

Vertiv Corporation is herein referred to as the "Seller" and the customer or person or entity purchasing goods and/or services ("Goods") and/or parts required for services ("Parts") or licensing software and/or firmware, which are preloaded, or to be used with Goods ("Software") from Seller is referred to as the "Buyer." These Terms and Conditions, any price list or schedule, quotation, acknowledgment, Seller's scope or statement of work, or invoice from Seller relevant to the sale of the Goods, Parts and licensing of Software by Seller, and all associated terms, conditions and documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement ("Agreement") governing the sale of Goods, Parts, and/or license of Software by Seller to Buyer. Any discrepancies between the terms of the above referenced documents shall be resolved by Seller. Seller's acceptance of Buyer's purchase order is expressly conditional on Buyer's assent to all of Seller's terms and conditions of sale, including terms and conditions that are different from or additional to the terms and conditions of Buyer's purchase order. Buyer's acceptance of the Goods, Parts, and/or Software will manifest Buyer's assent to the terms of this Agreement. Seller reserves the right in its sole discretion to refuse orders.

1. **PRICES**: Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Goods, Parts and/or Software shall remain in effect for thirty (30) days after the date of Seller's quotation, Seller's scope of work or acknowledgment of Buyer's order for the Goods, whichever occurs first, provided an unconditional authorization from Buyer for the shipment or performance of the Goods and/or Parts, and/or Software is received and accepted by Seller within such time period. If such authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Goods, Parts and/or Software to Seller's price for the Goods, Parts, and/or Software at the time of Seller's shipment or performance thereof. All prices and licensee fees are exclusive of taxes, transportation and insurance, which are to be borne by Buyer. Seller reserves the right to correct any obvious errors in specifications or prices and, in the event of a force majeure event, make equitable adjustments in Seller's price for the Goods, Parts, and/or Software prior to Seller's shipment or performance thereof. Unless otherwise specified by Seller, Parts that are required for the performance of services will be furnished at Seller's then-prevailing prices. A service charge of $19.99 will be added to all orders which, excluding shipping charges, taxes, and insurance, do not meet the minimum order value of $750.00. The service charge amount and/or minimum order value may be changed by Seller at any time, without notice.

2. **TAXES**: Any current or future tax, duty, tariff or governmental charge (or increase in same) affecting Seller's costs of production, sale, services or delivery or shipment of Goods Parts, and/or Software, or which Seller is otherwise required to pay or collect in connection with the sale, purchase, delivery, performance, storage, processing, use or consumption of Goods, Parts, and/or Software, shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election.

3. **TERMS OF PAYMENT**: Unless otherwise specified by Seller, terms are net thirty (30) days from date of Seller's invoice in U.S. currency. Seller shall have the right, among other remedies, either to terminate this Agreement or to suspend further performance under this and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. If any payment owed to Seller is not paid when due, it shall bear interest, at a rate to be determined by Seller, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. Seller may preserve its interests in payment by enforcing any applicable mechanic's, labor, construction or similar lien rights. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future deliveries or performance of Goods, Parts, and/or Software. If such cash payment or security is not provided, in addition to Seller's other rights and remedies, Seller may discontinue deliveries or performance. Buyer hereby grants Seller a security interest in all Goods, Parts, and/or Software sold to Buyer by Seller, which security interest shall continue until all such Goods, Parts, and/or Software are fully paid for, and Buyer, upon Seller's demand, will execute and deliver to Seller such instruments as Seller requests to protect and perfect such security interest.

4. **SHIPMENT AND DELIVERY**: While Seller will use all reasonable commercial efforts to maintain the delivery date(s) and/or performance dates acknowledged or quoted by Seller, all shipping dates and/or performance dates are approximate and not guaranteed. Seller reserves the right to make partial shipments. Seller, at its option, shall not be bound to tender delivery of any Goods, Parts, and/or Software for which Buyer has not provided shipping instructions and other required information. If the shipment or performance of the Goods, Parts, and/or Software is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom. For sales in which the end destination of the Goods, Parts, and/or Software is outside of the United States (except for those international sales to Seller's affiliated companies), risk of loss and legal title to the Goods, Parts, and/or Software shall transfer to Buyer immediately after the Goods, Parts, and/or Software have passed beyond the territorial limits of the United States. For international sales to Seller's affiliated companies, all shipments of Goods, Parts, and/or Software are made on a Delivered at Place (DAP) basis, per Incoterms 2020, with freight charges from Seller's facility to destination terminal invoiced to buyer either on a Prepaid or PPD/Add basis, as agreed to by Seller and Buyer. All other shipments of Goods, Parts, and/or Software are made on an Ex Works (EXW) Seller's Shipping Point basis, per Incoterms 2020, with Seller responsible to load goods on Buyer's nominated vehicle. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Notwithstanding the above, risk of loss and legal title to Parts shall transfer to Buyer (i) upon delivery by the Seller, or (ii) at the time Parts are placed in storage due to Buyer's delay or postponement. Shortages or damages must be identified and signed for at the time of delivery. Requests for changes in quoted transportation modes will not be made or accepted on orders already processed unless otherwise mutually agreed upon by Seller and Buyer. Requests for changes in quoted transportation modes to orders already accepted by Seller will be subject to new freight terms and billed at the price in effect at the time of the request for change. Any request for changes to quoted transportation modes must be submitted in writing to Seller and are subject to Seller's acceptance and adjustment in freight price. The transportation costs quoted by Seller may be changed by Seller without notice in order to reflect Seller's prices at the time of shipment and will reflect any market increase in transportation costs. If a price for delivery has been quoted, any changes at the destination for transportation modes, spotting, switching, handling, storage and other accessorial services and demurrage shall be borne by the customer, and any related increase in transportation charges shall be added to the quoted price.

5. **LIMITED WARRANTY**: Subject to the limitations of Section 6, Seller's standard warranty that is applicable to the Goods and/or Software at the time of purchase is the only warranty applicable to the sale of Seller's Goods and/or Software and its terms, conditions and limitations are incorporated by reference herein and Seller warrants that it will perform the services as described in these terms and conditions and will exercise all reasonable skill, care and due diligence in the performance of the services. Seller warrants that all services performed shall be free from faulty workmanship for a period of thirty (30) days from completion of services. Thermal Solution Components, including but not limited to, fans, air-to-air heat exchangers, air conditioners, emergency DC vent systems and filtered thermal vent systems are warranted to be free from defects in material and workmanship for a period of twelve (12) months from date of shipment, or manufacturer's pass through warranty, whichever is longer, provided the following conditions are met: (i) Semi-annual preventive maintenance logs are maintained by Buyer and such logs are available to Seller upon request; and (ii) Input voltage to the air conditioner unit does not vary by greater than +/-10%; and (iii) in the event of accidental or intentional shut-off, a Thermal Solution Component will not be restarted for at least five (5) minutes; and (iv) the refrigerant specified on the unit nameplate label will be the only refrigerant utilized in the air conditioner unit; and, (v) Buyer complies with all installation, operations and maintenance instructions provided by Seller. Goods, Parts and/or Software purchased by Seller from a third party for resale or license to Buyer ("Resale Products") shall carry only the warranty extended by the original manufacturer. To the extent assignable, Seller assigns to Buyer any warranties that are made by manufacturers and suppliers of such Resale Products. EXCEPT AS SPECIFIED ABOVE, RESALE PRODUCTS FURNISHED HEREUNDER ARE FURNISHED AS-IS, WHERE-IS, WITH NO WARRANTY WHATSOEVER. THE WARRANTY SET FORTH IN THIS SECTION 5 AND THE WARRANTY SET FORTH IN SECTION 8 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE GOODS AND/OR SOFTWARE AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SELLER'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE. SELLER'S WARRANTY EXTENDS ONLY TO PURCHASERS WHO BUY FOR INDUSTRIAL OR COMMERCIAL USE. This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the Goods and/or Software and the preparation of Seller's quotation, and/or scope of work, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void. Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods, Parts, and/or Software, either alone or in combination with other products/components.

6. **LIMITATION OF REMEDY AND LIABILITY**: THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER (OTHER THAN THE WARRANTY PROVIDED UNDER SECTION 8) SHALL BE LIMITED TO REPAIR, CORRECTION OR REPLACEMENT, OR REFUND OF THE PURCHASE PRICE UNDER SECTION 5. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS, PARTS, AND/OR SOFTWARE PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. It is expressly understood that any technical advice furnished by Seller with respect to the use of the Goods, Parts and/or Software is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

7. **INSURANCE:** Seller shall maintain the following insurance or self-insurance coverage: Worker's Compensation in accordance with the statutory requirements of the state in which the work is performed. Employer's Liability with a limit of liability of $2,000,000 per occurrence for bodily injury by accident or bodily injury by disease. Commercial General Liability (CGL) for bodily injury and property damage with a limit of $2,000,000 per occurrence and per location aggregate. Automobile Liability insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of $2,000,000. Automobile Liability insurance includes Contractual Liability, but no special endorsements. Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the limitations of liability, insurance coverage, and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties.

8. **PATENTS AND COPYRIGHTS**: Subject to the limitations of the second paragraph of Section 6 and any and all associated terms, conditions and documents incorporated by specific reference by

Seller, Seller warrants that the Goods and/or Software sold, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged and cooperate fully with Seller and permit Seller to control completely the defense, settlement or compromise of any such allegation of infringement. Seller's warranty as to utility patents only applies to infringement arising solely out of Buyer's operation according to Seller's specifications and instructions of such Goods and/or Software. In the event (i) such Goods and/or Software are held to infringe such a U.S. patent or copyright in such suit, and the use of such Goods and/or Software is enjoined, or (ii) a compromise or settlement is made by Seller, Seller shall have the right, at its option and expense, to procure for Buyer the right to continue using such Goods and/or Software, or replace them with non-infringing Goods and/or Software, or modify same to become non-infringing, or grant Buyer a credit for the depreciated value of such Goods and/or Software and accept return of them. In the event of the foregoing, Seller may also, at its option, cancel the agreement as to future deliveries of such Goods and/or Software, without liability. Except as otherwise provided herein, Seller or applicable third party licensor to Seller maintains all right, title and interest in and to the intellectual property in the Goods, Parts, and/or Software.

9. **EXCUSE OF PERFORMANCE**: Seller shall not be liable for delays in performance or for non-performance due to acts of God; acts of Buyer; war; viral outbreaks, disease, pandemic, widespread sickness, or epidemic; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; unavailability of or delays in the supply of materials, components, parts or labor required for the design and/or manufacture of Goods, Software or the performance by Seller hereunder; default of suppliers; or unforeseen circumstances, acts or omissions of Buyer, or any events or causes beyond Seller's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of this Agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Goods, Parts, and/or Software, or to obtain material used directly or indirectly in the manufacture of the Goods, Parts, and/or Software, is hindered, limited or made impracticable due to causes set forth in this paragraph, Seller may delay or cancel performance, make equitable adjustments in Seller's price for the Goods, Parts, and/or Software, and/or allocate its available supply of the Goods, Parts, Software, and/or such material (without obligation to acquire other supplies of any such Goods, Parts, Software, or material) among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

10. **CANCELLATION**: Buyer may cancel orders only upon reasonable advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred, and to cover commitments made by the Seller, and a reasonable profit thereon. Seller's determination of such cancellation charges shall be conclusive.

11. **CHANGES**: Buyer may request changes or additions to the Goods, Parts, and/or Software consistent with Seller's specifications and criteria. In the event such changes or additions are accepted by Seller, Seller may revise the price, license fees, and dates of delivery and/or performance dates. Seller reserves the right to change designs and specifications for the Goods, Parts, and/or Software without prior notice to Buyer, except with respect to Goods, Parts, and/or Software being made to order for Buyer. Seller shall have no obligation to install or make such change in any Goods, Parts, and/or Software manufactured prior to the date of such change.

12. **NUCLEAR/MEDICAL**: GOODS, PARTS, AND SOFTWARE SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS. Buyer accepts Goods, Parts, and Software with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users and to defend, indemnify and hold harmless Seller from any claims, losses, suits, judgments and damages, including incidental and consequential damages, arising from such use, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability.

13. **ASSIGNMENT**: Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment, without such consent, shall be void.

14. **SOFTWARE**: Notwithstanding any other provision herein to the contrary, Seller or applicable third party licensor to Seller shall retain all rights of ownership and title in its respective Software, including without limitation all rights of ownership and title in its respective copies of such Software. Except as otherwise provided herein, Buyer is hereby granted a nonexclusive, non-transferable royalty free license to use the Software incorporated into the Goods solely for purposes of Buyer properly utilizing such Goods purchased from Seller. All other Software shall be furnished to, and used by, Buyer only after execution of Seller's (or the licensor's) applicable standard license agreement, the terms of which are incorporated herein by reference.

15. **TOOLING**: Tool, die, and pattern charges, if any, are in addition to the price of the Goods and are due and payable upon completion of the tooling. All such tools, dies and patterns shall be and remain the property of Seller. Charges for tools, dies, and patterns do not convey to Buyer, title, ownership interest in, or rights to possession or removal, or prevent their use by Seller for other purchasers, except as otherwise expressly provided by Seller and Buyer in writing with reference to this provision.

16. **DOCUMENTATION**: Seller shall provide Buyer with that data/documentation which is specifically identified in Seller's quotation. If additional copies of data/documentation are to be provided by Seller, it shall be provided to Buyer at Seller's applicable prices then in effect.

17. **INSPECTION/TESTING**: Buyer, at its option and expense, may observe the inspection and testing by Seller of the Goods and/or Software for compliance with Seller's standard test procedures prior to shipment, which inspection and testing shall be conducted at Seller's plant at such reasonable time as is specified by Seller. Any rejection of the Goods and/or Software must be made promptly by Buyer before shipment. Tests shall be deemed to be satisfactorily completed and the test fully met when the Goods and/or Software meet Seller's criteria for such procedures. If Buyer does not inspect the Goods and/or Software at Seller's plant as provided herein, Buyer shall have ten (10) days from (i) the date of delivery of Goods, Parts, and/or Software and (ii) from the date of completion of each portion of the services to inspect the Goods, Parts, and/or Software, and in the event of any non-conformity, Buyer must give written notice to Seller within said period stating why the Goods, Parts, and/or Software are not conforming. Failure by Buyer to give such notice constitutes unqualified acceptance of the Goods, Parts, and/or Software. Buyer's sole remedy for non-conforming services shall be correct performance of services incorrectly performed by Seller.

18. **RETURNED GOODS**: Advance written permission to return Goods, Parts, and/or Software must be obtained from Seller in accordance with Seller's then current Return Material Authorization (RMA) procedures and a return authorization number issued. Such Goods, Parts, and/or Software must be (i) current, unused, catalogued Goods, Parts, and/or Software, still in original packaging (ii) free of all liens, encumbrances, or other claims, and (iii) shipped, transportation prepaid, to Seller's specified location. Returns made without proper written permission will not be accepted by Seller. Seller reserves the right to inspect Goods, Parts, and/or Software prior to authorizing return.

19. **BILLABLE SERVICES**: Additional charges will be billed to Buyer at Seller's then prevailing labor rates and Parts prices for any of the following: a) any services not specified in Seller's quotation, Seller's order acknowledgement, Seller's scope of work, or other documents referenced herein and therein; b) any services performed at times other than Seller's normal service hours; c) if timely and reasonable site and/or equipment access is denied the Seller service representative; d) if it is necessary, due to local circumstances, to use union labor or hire an outside contractor, Seller service personnel will provide supervision only and the cost of such union or contract labor will be charged to Buyer; (e) if service or repair is necessary to return equipment to proper operating condition as a result of other than Seller (i) maintenance, repair, or modification (including, without limitation, changes in specifications or incorporation of attachments or other features), (ii) misuse or neglect, (including, without limitation, failure to maintain facilities and equipment in a reasonable manner), (iii) failure to operate equipment in accordance with applicable specifications, and (iv) catastrophe, accident, or other causes external to equipment; (f) Seller's performance is made more burdensome or costly as a result of Buyer's failure to comply with its obligations herein, or (g) any additional obligations or requirements, including but not limited to those related to insurance requirements, service delivery, building entry or technical training.

20. **DRAWINGS**: Seller's documentation, prints and drawings (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with this Agreement are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, licensing and sale. Possession of such prints or drawings does not convey to Buyer any rights or license, and Buyer shall return all copies (in whatever medium) of such prints or drawings to Seller immediately upon request therefor. Notwithstanding the foregoing, Buyer may use the documentation, prints and drawings in connection with the use of the Goods, Parts, and/or Software.

21. **BUYER SUPPLIED DATA**: To the extent that Seller has been provided by, or on behalf of, Buyer any specifications, description of operating conditions or other data and information in connection with the selection or design of the Goods, Parts, and/or Software, and/or the provision of services, and the actual operating conditions or other circumstances differ from those provided by Buyer and relied upon by Seller, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

22. **EXPORT/IMPORT**: Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the European Union, and the jurisdictions in which the Seller and Buyer are established or from which Goods, Parts, Software, and services may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, export, Goods, Parts, or Software in violation of such applicable laws, regulations, orders or requirements.

23. **NON-SOLICITATION**: Buyer shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Goods are being provided to Buyer and for a period of one (1) year after the last provision of Goods.

24. **GENERAL PROVISIONS**: These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of this Agreement. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this Agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein. Seller reserves the right to subcontract services to others. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction. The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the law of the state of Ohio without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in Ohio and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this agreement.

25. **DATA COLLECTION AND USE:** By using the Goods, Parts and/or Software, Buyer grants Seller, its affiliates, subsidiaries, and service providers, a non-exclusive, irrevocable, royalty free, worldwide right and license to collect, compile, retain, use, reproduce, and create derivative works of, your non-personal information and data, which includes without limitation, all data, materials, reports, text, sound, video, image files, software or any other information ("Service Data") that is provided by, or on behalf of, Buyer, or collected or compiled by Seller, its affiliates, subsidiaries, or service providers through the Goods, Parts, and/or Software. Seller, its affiliates, subsidiaries, and service providers may collect, compile, retain, use, reproduce, and create derivative works of Service Data: (i) to provide services, support, and maintenance; (ii) to develop and improve products, software, and services; and (iii) for scientific and technical research and marketing purposes. Buyer is solely responsible for the Service Data, and Buyer will secure and maintain all rights necessary for Seller, its affiliates, subsidiaries, and service providers to process and use Service Data as described in this paragraph without violating the rights of any third party or otherwise obligating Seller, its affiliates, subsidiaries, and service providers to Buyer or any third party. The Service Data will be aggregated with other information, materials, or data collected or compiled by, or provided to, Seller, its affiliates, subsidiaries, or service providers and anonymized, such that the Service Data will not intentionally reveal Buyer's identity. In accordance with applicable law, Service Data may be transferred, transmitted, or distributed to, stored, and processed in, cloud computing environments in the United States or any other country in which Seller, its affiliates, subsidiaries, or service providers maintain operations. By using the Goods, Parts, and/or Software,

Buyer agrees to such use, transfer, transmission, distribution, storage, and processing of the Service Data. Seller, its affiliates, subsidiaries, and service providers will retain Service Data for as long as is necessary for Seller and its affiliates and subsidiaries business purposes in accordance with applicable law. The rights and licenses granted herein to Seller's service providers shall only be granted to the extent service providers are providing goods and services on Seller's and its affiliates and subsidiaries behalf.

26. **PRIVACY:** Seller will collect and process personal data of those employed by or otherwise affiliated with Buyer in accordance with Seller's "Privacy Notice for Customers and Suppliers – California" available here www.vertiv.com/ca-privacy (the "Notice"), which Notice the Buyer hereby acknowledges having received, read, and understood. In the event of any queries or concerns with its contents, Buyer must contact Seller at the contact details provided in the Notice prior to entering into this Agreement or the commencement of performance hereunder, in failure of which, the terms of the Notice will be deemed accepted and consented to in their entirety.

27. **ADDITIONAL SERVICE CONDITIONS**: The Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes. The facilities shall be within a reasonable distance from where the Goods are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide the necessary Goods. Buyer authorizes Seller to send a service technician or an authorized agent to access any site requested by Buyer to perform services, including services on different scopes of work and equipment as requested by Buyer. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Seller is under no obligation to remove or dispose of Parts or equipment unless specifically agreed upon in Seller's scope of work. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to so advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller's performance hereunder. Buyer shall appoint a representative familiar with the site and the nature of Seller's performance to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller access. Buyer personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

28. **INDEMNITY:** Each party shall indemnify and hold the other party harmless from loss, damage, liability or expense resulting from damage to personal property of a third party, or injuries, including death, to third parties to the extent caused by a negligent act or omission of the party providing indemnification or a party's subcontractors, agents or employees during performance of services hereunder. Such indemnification shall be reduced to the extent damage or injuries are attributable to others and in no event shall the indemnifying party be obligated to indemnify or insure the other party for the indemnitee's own fault or negligence. The indemnifying party shall defend the other party in accordance with and to the extent of the above indemnification, provided that the indemnifying party is: i) promptly notified by the other party, in writing, of any claims, demands or suits for such damages or injuries; ii) given all reasonable information and assistance by the other party; iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims, or the indemnifying party's obligations herein shall be deemed waived.

BECKER COUNTY

IT Department

915 Lake Avenue • Detroit Lakes, MN 56501
218-846-7230

MEMORANDUM FOR ACTION Date: 06/16/26

SUBJECT: Camera Server Upgrade

THROUGH: IT Department, Courthouse Committee and Finance Committee

TO: Becker County Commission

1. References:
   Becker County has been using the Exacq Vision Camera System from ARVIG for 5 years.
2. Discussion: Upgrade of the current system and replacement of 41 Axis M3086-V 4 MP Dome Cameras

Description Option 1	Quantity	Cost
Exaccq A Series 1IP 2U Rackmount Server with license and 5 year warranty	1	$25,000.00
Replacement Cameras	41	$24,000.00
Total		**$49,000.00**

3. Funding – IT Budget $40,000 Additional Source $9,000
4. Action – recommend approving the upgrade of the camera system
5. The points of contact for Judy Dodd, IT Director, 218-846-7200 X7332

BECKER COUNTY

IT Department

915 Lake Avenue • Detroit Lakes, MN 56501
218-846-7230

MEMORANDUM FOR ACTION Date: 06/16/26

SUBJECT: Camera Server Upgrade

THROUGH: IT Department, Courthouse Committee and Finance Committee

TO: Becker County Commission

1. References:
   Becker County has been using the Exacq Vision Camera System from ARVIG for 5 years.
2. Discussion: Upgrade of the current system and replacement of 20 Axis M3086-V 4 MP Dome Cameras

Description Option 2	Quantity	Cost
Exacq A Series 1IP 2U Rackmount Server with license and 5 year warranty	1	$25,000.00
Replacement Cameras 20 Axis M3086-V 4MP Dome	20	$12,000.00
Total		**$37,000.00**

3. Funding – IT Budget
4. Action – recommend approving the upgrade of the camera system
5. The points of contact for Judy Dodd, IT Director, 218-846-7200 X7332