JACKSON COUNTY
MINNESOTA

BOARD OF COMMISSIONERS REGULAR MEETING
DRAINAGE AUTHORITY REGULAR MEETING

Tuesday, April 1, 2025 9:00 A.M.
Jackson County Courthouse, Commissioners Board Room
405 Fourth Street Jackson, MN

8:30 a.m. Department Visit - Assessor

9:00 a.m. Call Board of Commissioners' Meeting to Order
- 1.1. Pledge of Allegiance
- 1.2. Adoption of Agenda

9:01 a.m. Consent Agenda
- 2.1. Board Action – Approve March 18, 2025 Board of Commissioner Regular Meeting Minutes
- 2.2. Board Action – Approve Claims
- 2.3. Board Action – Donation from DAV Chapter to Veteran Services
- 2.4. Board Action – National County Government Month Proclamation
- 2.5. Board Action – Service Agreement between Jackson County & Southwestern Mental Health Center
- 2.6. Board Action – Gambling Application for Pheasants Forever Chapter 8

9:02 a.m. Citizen/Stakeholder/Organization, DVHHS & FSN
- 3.1. Board Action – Child Abuse Prevention Month Proclamation

9:12 a.m. County Attorney, Kristi Meyeraan
- 4.1. Board Action – National Crime Victims' Rights Week Proclamation

Unscheduled County Administrator, Ryan Krosch
- 5.1. Board Action – County Policy Amendments
- 5.2. Board Action – Law Enforcement Center and Government Center Project Update

Unscheduled	Committee and Board Reports
	Adjourn Commissioners' Meeting
Unscheduled	<u>Call the Drainage Authority Meeting to Order</u> 1.1. Adoption of Agenda
	Consent Agenda 2.1. Board Action – Approve March 18, 2025 Drainage Authority Regular Meeting Minutes
Unscheduled	Drainage Coordinator, Kelly Rasche 3.1. Drainage Coordinator Report
Unscheduled	Adjourn Drainage Authority Meeting

Times listed are approximate unless otherwise set by Public Notice.
Unscheduled items may be considered at any time in the agenda as time permits.

PROCEEDINGS OF THE COUNTY BOARD OF JACKSON COUNTY, MINNESOTA
March 18, 2025

The Jackson County Board of Jackson, Minnesota met in regular session, in the Jackson County Courthouse, Commissioners' Board Room, City of Jackson, Minnesota, on March 18, 2025. The following members of the Jackson County Board of Commissioners were present: Roger Pohlman, Phil Nasby, Kent Bargfrede, and Larry Liepold. Commissioner Don Wachal was absent. County Administrator, Ryan Krosch, County Attorney, Kristi Meyeraan, and Assistant to the Administrator, Brandi Bourquin were also in attendance.

CALL TO ORDER

Chair Pohlman called the meeting to order at 9:00 a.m. and led the Pledge of Allegiance.

Chair Pohlman asked for any changes to the agenda. None were provided and the agenda was approved as presented.

CONSENT AGENDA

Motion was made by Commissioner Bargfrede and seconded by Commissioner Liepold to approve the following Consent Agenda items:

Board Action 25-044 – Approve March 4, 2025 Board of Commissioner Regular Meeting Minutes.

Board Action 25-045 – Approve all Commissioner disbursements in accordance with Minnesota Statutes 130.01 subd. 4(b), recorded on warrants numbered 109467-109574 in the amount of $142,056.69 for the following funds: Revenue, $52,652.52; Public Works, $59,450.01; 2013A GO Capital Improvement Bonds, $1,198.66; Ditch, $22,141.65; Insurance Trust, $329.00; Revolving Loan Fund, $570.08; Agency, $2,720.00; and Library, $2,225.73. A detailed list of claims paid is available at the Auditor/Treasurer's office upon request.

Vendor	Total
KLJ Engineering LLC	28,837.79
I & S Group Inc	20,234.65
DSC Communications	17,707.56
Pattison Company, LLC - Assignee	6,533.34
Christopher Auction Land & Farm Services	6,000.00
Marsden Bldg Maintenance LLC	5,647.47
Federated Rural Electric Association	5,099.04
Rad Design Body Shop	4,756.24
Dell Marketing L P	4,621.08
Rupp, Anderson, Squires & Waldspurger PA	3,565.60
Treasury Division Of Mn Dept Of Finance	2,677.50
Southwest Minnesota Regional Radio Board	2,380.00
Amazon Capital Services	2,113.39
Redstone Technologies Inc	2,101.64
Total Claims Over $2000	**112,275.30**
89 Claims Under $2000	**29,781.39**
Total Claims Submitted	**142,056.69**

Board Action 25-046 – Approve the write off of the $84,738.78 loan balance with TempleRock, LLC (DBA Cabin Coffee) and the satisfaction of mortgage related to the loan.

The motion carried unanimously.

CITIZEN/STAKEHOLDER/ORGANIZATION

Motion was made by Commissioner Bargfrede and seconded by Commissioner Nasby to adopt Resolution 25-005 – Approving Fort Belmont 2024 Annual Report and 2025 Budget for the Fort Belmont Museum and Visitor's Center. The motion carried unanimously.

County of Jackson)
) SS.
State of Minnesota)

Resolution No. 24-005

APPROVING FORT BELMONT/JCT, INC. FISCAL YEAR 2024 ANNUAL REPORT & FISCAL YEAR 2025 BUDGET

Resolved by the Board of Commissioners, County of Jackson, and State of Minnesota:

WHEREAS, a grant agreement and construction grant for the Fort Belmont Museum and Visitor's Center Project was entered into between Jackson County, a political subdivision of the State of Minnesota and the Minnesota Historical Society, and;

WHEREAS, Article II, Section 2.03 of the grant agreement and construction grant for the Fort Belmont Museum and Visitor's Center Project between Jackson County, a political subdivision of the State of Minnesota and the Minnesota Historical Society requires that Jackson County will annually adopt, by resolution, a budget for the operation of such programs that clearly shows that forecast program revenues will be equal to or greater than forecast program expenses for the next fiscal year, and;

WHEREAS, Article II, Section 2.03 of the grant agreement and construction grant for the Fort Belmont Museum and Visitor's Center Project between Jackson County, a political subdivision of the State of Minnesota and the Minnesota Historical Society requires that Jackson County will supply to the Minnesota Historical Society and the Department of Finance certified copies of such resolution and budget.

IT IS HEREBY RESOLVED, that the Jackson County Board of Commissioners does hereby approve, by resolution, the Annual Report for Fiscal Year 2024 and the Fiscal Year 2025 budget for the Fort Belmont Museum and Visitor's Center, as presented by Fort Belmont/JCT, Inc., and directs Jackson County staff to supply to the Minnesota Historical Society and the Department of Finance certified copies of such resolution and budget.

BOARD REPORTS

Commissioner Nasby reported on meetings/events involving Explore SW MN, ElevaCare, and MDH Public Health Executive Committee.

Commissioner Liepold reported on meetings/events involving Extension, Nobles/Jackson Joint Drainage Board JD 9, Township Annual Meetings, DVHHS, Drainage Authority, and GBERBA.

Commissioner Bargfrede reported on meetings/events involving Nobles/Jackson Joint Drainage Board JD 9, Fair Board, Township Annual Meetings, Drainage Authority, DVHHS, and SRDC.

Commissioner Pohlman reported on meetings/events involving PrimeWest, Township Annual Meetings, DVHHS, Drainage Authority, Blue Earth River One Watershed/One Plan Policy Committee, and Library Board.

Chair Pohlman recessed the meeting at 9:35 a.m.

Chair Pohlman reconvened the meeting at 9:49 a.m.

AUDITOR/TREASURER

Motion was made by Commissioner Bargfrede and seconded by Commissioner Nasby to adopt Board Action 25-047 – Approve amendment to the Conservation Practice Assistance BWSR Grant Contract to 100% financial assistance. The motion carried unanimously.

ADJOURN

Chair Pohlman adjourned the meeting at 9:53 a.m.

JACKSON COUNTY BOARD OF COMMISSIONERS

_____ ATTEST: _____

Board Chair Ryan Krosch, County Administrator

JACKSON COUNTY
MINNESOTA

Request for Board Action
Agenda Item No. 2.3.

Requested Board Date: 04/01/2025

Agenda Type: Consent

Estimated Time: 1

Department: Veterans Services

Presenter: N/A

Recommendation: Approve

Item: DONATION FROM DAV CHAPTER FOR VAN FUND

Board Action Request:

Accept $400 Donation for the Veteran Van replacement fund

Background & Comments:

DAV has been giving donations for replacement of the Veteran's Van over the years.

Attachments: Copy of the Letter and Check to be deposited

Fiscal Impact: Help with the Cost of future van purchase.

***** Requests must be received by the Administrator's Office by 12:00 p.m. the Wednesday that is a week PRIOR to the regularly scheduled board meeting. *****

Complete and email this form to: County.Administrator@co.jackson.mn.us

Department of Minnesota
South Central Chapter 32
PO Box 654
Fairmont, MN 56031
www.davmn.org

March 12, 2025

Jackson County Veterans Service Officer
Government Center East
402 White Street
Jackson, MN 56143

Dear County Veterans Service Officer,

On behalf of the South Central Chapter 32, DAV and our Auxiliary please accept our donation of $400.00 for assistance to support veterans and the utilization of your van program. We appreciate your dedication and determination to support veterans and their families. Please let us know if there are any other needs we can assist with.

Chapter 32 would appreciate it if you could send written acknowledgement of this donation to file with our taxes.

Warm regards,
For Commander Mike Chepa
South Central Chapter 32, DAV

Brian L. Schofield
Treasurer, Chapter 32

JACKSON COUNTY
MINNESOTA

Request for Board Action
Agenda Item No. 2.4.

Requested Board Date: 04/01/2025

Agenda Type: Consent **Estimated Time:**

Department: Administrator **Presenter:** Ryan Krosch

Recommendation: Approve

Item: National County Government Month Proclamation

Board Action Request:

Approve Proclamation Recognizing April 2025 as National County Government Month.

Background & Comments:

Since 1991, the National Association of Counties has encouraged counties to actively promote county roles and responsibilities in serving residents. National County Government Month, held each April, is an annual celebration of county government.

Attachments: Proclamation

Fiscal Impact: None

***** Requests must be received by the Administrator's Office by 12:00 p.m. the Wednesday that is a week PRIOR to the regularly scheduled board meeting. *****

Complete and email this form to: County.Administrator@co.jackson.mn.us

JACKSON COUNTY
MINNESOTA

PROCLAMATION
NATIONAL COUNTY GOVERNMENT MONTH - APRIL 2025

WHEREAS, the nation's 3,069 counties serving more than 330 million Americans provide essential services to create healthy, safe and vibrant communities; and

WHEREAS, counties fulfill a vast range of responsibilities and deliver services that touch nearly every aspect of our residents' lives; and

WHEREAS, counties as intergovernmental partners enact local, state and federal programs to address the needs of all residents; and

WHEREAS, Jackson County and all counties take pride in our responsibility to protect and enhance the health, wellbeing and safety of our residents in efficient and cost-effective ways; and

WHEREAS, each year since 1991 NACo has encouraged counties across the country to elevate awareness of county responsibilities, programs and services.

NOW, THEREFORE, BE IT RESOLVED THAT, the Jackson County Board of Commissioners, do hereby proclaim April 2025 as National County Government Month and encourage all county officials, employees and residents to recognize and celebrate the important services provided by county government.

Passed and adopted by the Board of Commissioners of the County of Jackson, Minnesota this 1st day of April, 2025.

_____
Roger D. Pohlman, Chair
Jackson County, Minnesota Board of Commissioners

ATTEST:

_____
Ryan Krosch
Jackson County Administrator

JACKSON COUNTY
MINNESOTA

Request for Board Action
Agenda Item No. 2.5.

Requested Board Date: 04/01/2025

Agenda Type: Consent **Estimated Time:**

Department: Sheriff/Emergency Mgmt **Presenter:**

Recommendation: Approve

Item: Approve/Deny Renewal of Service Agreement between Jackson County & Southwestern Mental Health Center

Board Action Request:

Approve 2025 Service Agreement for mental health services in the Jail.

Background & Comments:

In January, 2023, we transitioned to SWMH to provide mental health services in the jail. These services are required in all jails per MN statute. The 2023 contract with SWMH was for $9,500 for the year. Based on the 2023 mental health services usage, SWMH reduced the annual rate to $7,500. Based on the 2024 mental health services usage, SWMH is recommending to increase the annual rate to $8,500.

Attachments: 2025 Purchase of Service Agreement - requires Chair signature

Fiscal Impact: $8,500

***** Requests must be received by the Administrator's Office by 12:00 p.m. the Wednesday that is a week PRIOR to the regularly scheduled board meeting. *****

Complete and email this form to: County.Administrator@co.jackson.mn.us

Purchase of Service Agreement between
Jackson County & ElevaCare.

Jackson County, a Minnesota Political Subdivision, Jackson Minnesota 56143, hereafter referred to as the "County", and ElevaCare., 117 S. Spring St., P.O. Box 686, Luverne, MN 56156, hereafter referred to as the "Contractor", enter into this agreement for the period from January 1, 2025 through December 31, 2025.

WITNESSETH

WHEREAS, the Contractor is an organization licensed under Minnesota Rule 29 or an approved vendor according to published county criteria or certificated by the Minnesota Department of Human Services to provide mental health services to persons; and

WHEREAS, the County, pursuant to Minnesota Statutes, section 373.01, 373.02, and 256M wishes to purchase such program services from the Contractor; and

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

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the County and Contractor agree as follows:

1. Contractors Duties

   a. The County agrees to purchase, and the Contractor agrees to furnish the following service in-person or via tele-service:

      1) Adult Mental Health Crisis Assessment, interventions, and stabilizations for individuals in the custody of law enforcement.
      2) Develop crisis plans, including special precaution recommendations.
      3) Outpatient therapy, including co-occurring disorders treatment.
      4) Referral recommendations, as needed.
      5) No more than three hours of service delivery per week.

   b. The Contractor must, within 10 days, notify the County in writing whenever it is unable to, or going to be unable to, provide the required quality or quantity of Purchased Services. Upon such notification, the County must determine whether such inability will require modification or cancellation of said contract.

2. Cost and Delivery of Purchased Services

   a. The total amount to be paid for such Purchased Services must not exceed Eight

Thousand Five Hundred dollars ($8,500). Reimbursement must be made on the basis of 100 percent of the full cost of services to eligible clients.

b. The Contractor certifies that the services to be provided under this agreement are not otherwise available without cost to eligible clients. The Contractor further certifies that payment claims for Purchased Services will be in accordance with rates of payment, which do not exceed amounts reasonable and necessary to assure quality of service. The Contractor further certifies that rates of payment do not reflect any administrative or program costs assignable to private pay or third-party pay service recipients.

c. Purchased services will be provided at Southwestern Mental Health Center either in-person in Jackson County or via a tele-service modality.

3. Eligibility for Services

The parties understand and agree that the eligibility of the client to receive the Purchased Services is to be determined in accordance with eligibility criteria established by the County.

The parties understand and agree that the County must determine preliminary and final client eligibility, or

The parties understand and agree that when the Contractor has been delegated to make the preliminary determination of the client's eligibility for purchased services, the Contractor must complete and send to the County, within five working days of the date of application, an Application for Social Services. The County will, within five calendar days of the receipt of the application, certify in writing to the Contractor the recipient's eligibility for purchased social services, and prescribe the amount, disposition, and method of collection of any fees for said purchased services.

a. It is understood and agreed by the parties that, when applicable, fees will be charged and collected in accordance with fee policy and schedules adopted by the county board of commissioners in accordance with Minnesota Statutes, section 256M.

b. The Contractor must not charge any program or service fee to social services eligible clients except in accordance with a. above.

c. When the County has determined that the client is no longer eligible to receive purchased services or that services are no longer needed or appropriate, the County must notify the Contractor within 5 days of the determination. The County must notify the client of proposed termination of services in writing at least 10 days prior to the proposed County action, and of the client's right to appeal this proposed County action.

d. The Contractor must notify the County and the client in writing whenever the Contractor proposes to discharge or terminate service(s) to a client. The notice must be sent at least ten (10) days prior to the proposed date of discharge or termination, and must include the specific grounds for discharge or termination of service(s). The Contractor must not discharge or terminate services to a client prior to the proposed date unless delay would seriously endanger the health, safety, or well-being of other residents or service recipients.

e. The Contractor must establish written procedures for discharging a client or terminating services to a client. The written procedures must include:

1) Preparation of a summary of findings, processes, and plans to be transmitted with the client;

4. Individual Service Plan

The parties understand and agree that all services provided to eligible recipients under the terms of this contract must be in accordance with the individual service plan developed with the individual client.

Performance of the Contractor will be monitored in accordance with client outcomes, goals, and indicators as specified in the Individual Service Plan (ISP).

The County may delegate the development of Individual Service Plans to the Contractor. If the responsibility is being delegated, the County must ensure the development of the (ISP).

5. Payment for Purchased Services

a. Certification of expenditures: The Contractor must, within fifteen working days following the last day of each calendar month, submit a standard invoice for social services purchased to Jackson County. The Invoice must show: (1) total program and administrative expenditures for the month; and (2) an itemized account of each social services eligible individual, identifying service(s) provided, number of units and cost per unit, including administrative costs allocated to the provision of purchased services to eligible clients.

b. Payment: The County must, within 30 days of the date of receipt of the Invoice, make payment to the Contractor for all eligible clients identified on the invoice.

c. (When applicable) The Contractor agrees to submit timely HCFA 1500 invoices to the Medicaid Management payment system for services rendered during this contract.

Payment for said services will be according to the Medicaid Management Information System (MMISII) within the procedures and regulations promulgated

by the State of Minnesota for all services funded by the Waivered Services Program. The County is not liable for any waivered service payment to the Contractor.

The Contractor agrees not to include in the charges for service, any administrative or service cost assignable to private pay or third-party pay sources.

6. Audit and Record Disclosures the Contractor must:

   a. Send the following financial, statistical and social services reports to the County on a monthly/quarterly basis.

      1) As agreed upon by both parties.

   b. Allow personnel of the County, the Minnesota Department of Human Services, and the U.S. Department of Health and Human Services, access to the Contractor's facility and records at reasonable hours to exercise their responsibility to monitor purchased services.

   c. If the collection of county fees is delegated to the Contractor, the Contractor must provide the County with information about fees collected and the fee sources.

   d. Maintain all records pertaining to the contract at 216 E. Luverne St., Luverne, MN for four years for audit purposes.

   e. Comply with policies of the MN Department of Human Services regarding social services recording and monitoring procedures, as defined and described in the MN Department of Human Services rules and manuals.

7. Safeguard of Client Information

The use of disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, or for any purpose not directly connected with the County's or Contractor's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, the client's attorney, or the client's responsible parent or guardian.

The Contractor agrees to abide by Federal Health Insurance Portability and Accountability Act (HIPPA) guidelines necessary to protect Individual Identifiable Health Information (IIHI) provided by the County. The Contractor shall establish permitted and required uses and disclosures and will be required to:

   a. Appropriately safeguard IIHI.

   b. Report any misuse of IIHI.

c. Secure satisfactory assurances from any subcontractor.

d. Grant individuals access and ability to amend their IIHI.

e. Make available an accounting of disclosures

f. Release applicable records to the County or Department of Human Services if requested.

g. Upon termination, return or destroy all IIHI.

8. Equal Employment Opportunity and Civil Rights and Nondiscrimination

The Contractor Vendor County agrees to:

a. Administer all programs in accordance with the provisions contained in the Food and Nutrition Act of 2008, as amended, and in the manner prescribed by regulations issued pursuant to the Act; implement the FNS-approved State Plan of Operation for the Supplemental Nutrition Assistance Program (SNAP); comply with Title VI of the Civil Rights Act of 1964; section 11(c) of the Food and Nutrition Act of 2008, as amended; the Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act of 1973; Title 11 of the Americans with Disabilities Action of 1990; Title IX of the Educational Amendments of 1972; and all the requirements imposed by the regulations issued pursuant to these Acts by the U.S. Department of Agriculture to the effect that, no person in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under SNAP.

b. Administer all programs in accordance with U.S. Department of Health and Human Services requirements imposed by the regulations pursuant to Title VI of the Civil Rights Act of 1964; the Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Action of 1990; Title IX of the Educational Amendments of 1972; Section 1557 of the Patient Protection and Affordable Care Act of 2010. Comply with the regulations to the effect that, no person in the United States shall, on the grounds of race, color, national origin, sex, age, disability, or religion, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under U.S. Department of Health and Human Services programs.

c. Administer all programs in compliance with the Minnesota Human Rights Act, Public Services and Public Accommodations provisions; comply with all the requirements imposed by the Minnesota Human Rights Act to the effect that, no person in Minnesota shall, on the grounds of race, color, national origin, religion, creed, sex, sexual orientation, marital status, public assistance status, or disability, be excluded from participation in, be denied the benefits of, or otherwise subject

to discrimination under the Minnesota Human Rights Act. The Provider/Vendor, County Agency, and the Department of Health and Human Services further agree to fully comply with any changes in Federal law and regulations. This agreement may be modified with the mutual consent of both parties.

9. Fair Hearing and Grievance Procedures

The County agrees to provide for a fair hearing and grievance procedure in conformance with Minnesota Statutes, section 256.045, and in conjunction with fair hearing and grievance procedures established by MN Department of Human Services administrative rules.

10. Bonding, Indemnity, Insurance, and Audit Clause

a. Bonding: The Contractor must obtain and maintain at all times during the term of this agreement, a fidelity bond covering the activity of its personnel authorized to receive or distribute monies. Such bond must be in the amount of$ 100,000.

b. Indemnify: The Contractor agrees that it will at all times indemnify and hold harmless the County from any and all liability, loss, damages, costs or expenses which may be claimed against the County or Contractor:

1) By reason of any service client's suffering personal injury, death, or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this agreement, or while on premises owned, leased or operated by the Contractor, or while being transported to or from said premises in any vehicle owned, operated, chartered or otherwise contracted for by the Contractor or Contractor's assigns; or

2) By reason of any service client's causing injury to, or damage to, the property of another person during any time when the Contractor or Contractor's assigns, or employee thereof has undertaken or is furnishing the care and service called for under this agreement.

c. Insurance;, The Contractor further agrees, in order to protect itself and the County under the indemnity provisions set forth above, to at all times during the term of this contract have and keep in force a liability insurance policy in the amount of $1,500,000 for bodily injury or property damage to any one person and $3,000,000 for total injuries arising from any one incident.

d. Audit: (when applicable) The Contractor agrees that within 60 days of the close of its fiscal year an audit will be conducted by a Certified Public Accounting Firm which will meet the requirements of the Single Audit Act Amendments of 1996, P.L. 104.156 and Office of Management and Budget, Circular No. A-133. After completion of the audit, a copy of the audit report must be filed with the County.

11. Contractor Debarment, Suspension and Responsibility Certification

Federal Regulation 45 CFR 92.35 prohibits the State/County from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subd. 2 provide the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/County. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By Signing This Contract, the Contractor Certifies That It and Its Principals* And Employees:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or County; and

b. Have not within a three-year period preceding this contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

d. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this contract are in violation of any of the certifications set forth above.

e. Shall immediately give written notice to the Contracting Officer should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

* “Principals” for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity

(e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

Directions for On Line Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at **www.dhhs.gov/progorg/oig/**.

If you do not have access to the website, and/or need the information in an alternative format, contact: SWHHS Director at 507-532-1248.

12. Conditions of the Parties' Obligations

a. It is understood and agreed that in the event the reimbursement to the County from State and Federal sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder must thereupon be terminated.

b. This agreement may be canceled by either party at any time, with or without cause, upon 30 days' notice, in writing, delivered by mail or in person.

c. Before the termination date specified in Section 1 of this agreement, the County may evaluate the performance of the Contractor in regard to terms of this agreement to determine whether such performance merits renewal of this agreement.

d. Any alterations, variations, modifications, or waivers of provisions of this agreement must be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement.

e. No claim for services furnished by the Contractor not specifically provided in the agreement will be allowed by the County, nor must the Contractor do any work or furnish any material not covered by the agreement, unless this is approved in writing by the County. Such approval must be considered to be a modification of the agreement.

f. In the event that there is a revision of Federal regulations which might make this agreement ineligible for Federal financial participation, all parties will review the agreement and renegotiate those items necessary to bring the agreement into compliance with the new Federal regulations.

13. Subcontracting

a. The Contractor agrees not to enter into subcontracts for any of the work

contemplated under this contract without written approval of the County.

b. All subcontractors must be subject to and must meet all of the requirements of this contract.

c. The Contractors must ensure that any and all subcontracts to provide services under this contract must contain the following language:

The subcontractor acknowledges and agrees that the MN Department of Human Services is a third-party beneficiary, and as a third-party beneficiary, is an affected party under this contract. The subcontractor specifically acknowledges and agrees that the MN Department of Human Services has standing to and may take any appropriate administrative action or may sue the provider for any appropriate relief in law or equity, including but not limited to recision, damages, or specific performance, of all or any part of the contract. MN Department of Human Services is entitled to and may recover from the provider reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision must not be construed to limit the rights of any party to the contract or any other third-party beneficiary, nor must it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver or immunity.

d. The Contractor agrees to be responsible for the performance of any subcontractor to ensure compliance to the subcontract and Minnesota Rules, part 9525.1870, subpart 3.

14. Noncompliance

a. If the Contractor fails to comply with the provisions of this contract, the County may seek any available legal remedy.

b. Either party must notify the other party within 30 days when a party has reasonable grounds to believe that this contract has been or will be breached in a material manner. The party receiving such notification must have 30 days, or any other such period of time as mutually agreed to by the parties, to cure the breach or anticipatory breach.

15. Miscellaneous

The Contractor acknowledges and agrees that the MN Department of Human Services is a third-party beneficiary, and as third-party beneficiary, is an affected party under this agreement. The Contractor specifically acknowledges and agrees that the MN Department of Human Services has standing to and may take any appropriate administrative action or may sue the Contractor for any appropriate relief in law or performance of all or any part of the agreement between the County Board and the Contractor. The Contractor specifically acknowledges that the County Board and the

MN Department of Human Services are entitled to and may recover from the Contractor reasonable attorney's fees and costs and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision must not be construed to limit the rights of any party to the agreement of any other third-party beneficiary, nor must it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.

16. Limited English Proficiency Provisions

All County Contractors, grantees, licensees and any other public or private individual and/or organization that operates, provides or engages in health, or social services programs and activities on behalf of the County and receives federal funding activities, must comply with the Title IV language access requirements. Title IV and its implementing regulations provide that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program or activity that receives federal financial assistance. Federal Civil rights compliance requirements for Title IV include a legal obligation to provide language assistance services to all applicants and clients with Limited English Proficiency free of charge and in a timely manner during all hours of operation.

17. Entire Agreement

It is understood and agreed that the entire contract of the parties is contained herein and this contract supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

Jackson County	ElevaCare
By: _____	By: 
Printed: _____	Printed: Luke Comeau
Title: Chairperson	Title: CEO

JACKSON COUNTY
MINNESOTA

Request for Board Action
Agenda Item No. 2.6.

Requested Board Date: 04/01/2025

Agenda Type: Consent **Estimated Time:**

Department: Citizen/Stakeholder/Organization **Presenter:**

Recommendation: Approve

Item: Gambling Application for Pheasants Forever Chapter 8

Board Action Request:

Approve the application for exempt permit of Pheasants Forever Chapter 8, with no waiting period, for a raffle to be held at the Jackson County Fair on August 2, 2025

Background & Comments:

This raffle is a fundraiser for the Pheasants Forever Chapter 8. MS349.213 governs the local authority for gambling permits. 2nd application of 2025 (allowed to approve up to 5 permit applications per year).

Attachments:

Fiscal Impact:

***** Requests must be received by the Administrator's Office by 12:00 p.m. the Wednesday that is a week PRIOR to the regularly scheduled board meeting. *****

Complete and email this form to: County.Administrator@co.jackson.mn.us

JACKSON COUNTY
MINNESOTA

Request for Board Action
Agenda Item No. 3.1.

Requested Board Date: 04/01/2025

Agenda Type: Regular

Estimated Time: 10 minutes

Department: Citizen/Stakeholder/Organization

Presenter: DVHHS & FSN

Recommendation: Approve

Item: Child Abuse Prevention Month Proclamation

Board Action Request:

Approve Proclamation Recognizing April 2025 as Child Abuse Prevention Month.

Background & Comments:

Attachments: Proclamation

Fiscal Impact:

***** Requests must be received by the Administrator's Office by 12:00 p.m. the Wednesday that is a week PRIOR to the regularly scheduled board meeting. *****

Complete and email this form to: County.Administrator@co.jackson.mn.us

JACKSON COUNTY
MINNESOTA

PROCLAMATION
CHILD ABUSE PREVENTION MONTH – APRIL 2025

WHEREAS, child abuse is an issue that affects all members of our community and finding solutions depends on involvement among people throughout the community;

WHEREAS, child abuse prevention works when partnerships created between parents, practitioners, schools, faith communities, health care organizations, law enforcement agencies, and business community;

WHEREAS, family-serving, youth-focused prevention programs offer positive alternatives for young people and encourage parents and youth to develop strong ties to their communities;

WHEREAS, all citizens need to be more aware of child abuse and neglect and its prevention within the community, and be involved in supporting parents to raise their children in a safe, nurturing society.

NOW, THEREFORE, the Jackson County Board of Commissioners hereby proclaim April as Child Abuse Prevention Month in Jackson County and call upon all citizens, community groups, religious organizations, medical facilities, and businesses to increase their participation in efforts to prevent child abuse and neglect, thereby strengthening the community in which we live.

Passed and adopted by the Board of Commissioners of the County of Jackson, Minnesota this 1st day of April 2025.

_____
Roger Pohlman, Board Chair
Jackson County Board of Commissioners

ATTEST:

_____
Ryan Krosch
County Administrator/Clerk of the Board

JACKSON COUNTY
MINNESOTA

Request for Board Action
Agenda Item No. 4.1.

Requested Board Date: 04/01/2025

Agenda Type: Regular

Estimated Time: 10 minutes

Department: Attorney

Presenter: Kristi Meyeraan

Recommendation: Approve

Item: Proclamation Recognizing National Crime Victims' Rights Week

Board Action Request:

Approve proclamation recognizing National Crime Victims' Rights Week recognized April 6-12, 2025

Background & Comments:

Since 1981, National Crime Victims' Rights Week has challenged the Nation to confront and remove barriers to achieving justice for all victims of crime. During National Crime Victims' Week the accomplishments of the victims' rights movement are recognized.

The theme of the week in 2025 is "Connecting < KINSHIP > Healing". It is a call to action to recognize that shared humanity is at the center of supporting all survivors and victims of crime. Acknowledging this shared humanity drives vital connections to services, rights and healing. Kinship is where victim advocacy begins.

Attachments: Proclamation

Fiscal Impact: None

***** Requests must be received by the Administrator's Office by 12:00 p.m. the Wednesday that is a week PRIOR to the regularly scheduled board meeting. *****

Complete and email this form to: County.Administrator@co.jackson.mn.us

JACKSON COUNTY
MINNESOTA

PROCLAMATION
NATIONAL CRIME VICITIMS' RIGHTS WEEK – APRIL 6-12, 2025

WHEREAS crime affects individuals, families, and communities in profound and varied ways, often leaving lasting physical, emotional, and social challenges;

WHEREAS the concept of kinship underscores the connections that build bridges to support, services, and shared strength among survivors, advocates, and communities;

WHEREAS kinship is the foundation of victim advocacy, inspiring trauma-informed care that meets survivors where they are;

WHEREAS through kinship, we build peer networks and community alliances that empower survivors, foster resilience, and offer pathways to healing;

WHEREAS KINSHIP reminds us of the strength that comes from connection, the importance of listening to every voice, and the power we have to create lasting change when we work together;

NOW, THEREFORE, the Jackson County Board of Commissioners, proclaim the week of April 6-12, 2025, as Crime Victims' Rights Week in Jackson County, MN. This proclamation reaffirms our dedication to building connections, standing in kinship with survivors, and creating a future where healing and hope are within reach for everyone.

_____
Roger D. Pohlman, Chair
Jackson County, Minnesota Board of Commissioners

ATTEST:

_____
Ryan Krosch
Jackson County Administrator

JACKSON COUNTY
MINNESOTA

Request for Board Action
Agenda Item No. 5.1.

Requested Board Date: 04/01/2025

Agenda Type: Regular

Estimated Time: 5 minutes

Department: Administrator

Presenter: Ryan Krosch

Recommendation: Approve

Item: County Policy Amendments

Board Action Request:

Approve amendments to County Policies 303, 307, 308, 309, 310, 311, 312, 313, 315 as presented.

Background & Comments:

Summary of some of the proposed policy amendments:

303 - Hours of Work - Better defines the workweek for payroll purposes, more clearly states how OT/comp. time are determined for non-exempt employees, establishes Federal FLSA policies for exempt employees.

307 - Outside Employment - Expanded language to more clearly state what is acceptable and not acceptable outside employment.

308 - Resignation - Better defines the number of days for required notice

309 - Tuberculosis and Hepatitis B - Policy not needed as it only pertains to certain positions.

310 - Employment of Relatives - Expanded language and renamed it Nepotism Policy.

311 - Preemployment Checks - Changed language so preemployment checks all go through HR.

312- Workforce Reduction - Removed language usually found in union contracts and replaced with language typically used for a non-union workforce.

313 - References - Removed unneeded language to make the policy more clear.

Attachments: Policies with proposed changes

Fiscal Impact:

***** Requests must be received by the Administrator's Office by 12:00 p.m. the Wednesday that is a week PRIOR to the regularly scheduled board meeting. *****

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Work Schedules

~~Except where hours of work are established and authorized by Collective Bargaining Agreements or departmental rules approved by the County Board, a full-time work shift shall be eight (8) hours for a normal work day and forty (40) hours for a normal work week. Non-exempt employees shall only be compensated for the actual number of hours worked each week.~~

All County offices, except the County Libraries and Public Works, shall be open for regular business hours from the hours of 8:00 AM until 4:30 PM, Monday through Friday.~~. Business hours for the County Libraries shall be set by the County Library Board.~~ Employee work shifts may vary from regular business hours.

The work week shall consist of seven (7) days and shall begin at 12:00 a.m. Sunday and end at 11:59 p.m. Saturday (calendar week).

Except where hours of work are established and authorized by c~~C~~ollective b~~B~~argaining a~~A~~greements a normal work week for full time employees shall be forty (40) hours. ~~–~~The Department Head shall determine the work schedule for each employee, which shall include an unpaid meal period of no less than one-half (½) hour. ~~–~~Meal periods ~~shall not be included in the computation of employee compensation or compensatory time earned, and~~ cannot be used to shorten the workday. ~~–~~Employees are allowed one paid break period of fifteen (15) minutes in length during each four (4) hour period of work time. Upon Department Head approval, break periods may be combined with a one-half (½) hour lunch period.

Overtime/Compensatory Time

Non-exempt~~Covered~~ employees must be paid for all hours worked in a normal work week. "Hours worked" includes all time an employee must be on duty. Also included is any additional time the employee is permitted to work. Time shall be recorded in quarter-hour increments.

Holiday hours, ESST~~sick~~ leave, vacation leave, and personal leave shall be considered hours worked for purposes of calculating overtime pay or compensatory time. However, overtime may not be earned in the same day or the same shift that vacation leave, sick leave or compensatory time is taken. For example, if the employee takes three (3) hours of planned sick leave in the morning and works the rest of his/her regular eight (8) hour shift (five (5) hours), but then works an additional hour at the end of his/her shift for a total of six (6) hours worked, the employee would not be eligible for an hour of overtime or compensatory time, but rather would reduce the amount of sick leave taken to two (2) hours. This does not, however, apply to an unscheduled call-back, which would be eligible, if applicable, for overtime or compensatory time.

Department Heads and supervisors are responsible for scheduling work in their departments in order to minimize overtime/compensatory time. Overtime/compensatory time must be authorized by the Department Head and/or supervisor.

Hours worked beyond 40 hours per week will be compensated at one and one-half times the employee's base rate. ~~–~~Employees may, upon Department Head approval, earn compensatory time off in lieu of overtime pay at the rate of one and one-half hours for each hour worked over 40 hours in a regular workweek. Employees shall accrue no more than 40 compensatory hours. At

time of termination, accrued compensatory time will be paid at the employee's final regular rate of pay. ~~-~~For those departments ~~where~~where, seasonal fluctuations require additional accrual of compensatory time, a supplemental comp time bank may be allowed upon County Administrator ~~approval.~~

~~The~~approval. The use of compensatory time requires prior supervisor approval. Compensatory time off is granted at the discretion of the supervisor and may be taken in one-quarter hour increments. Such requests to use compensatory time shall be granted within a "reasonable period" as long as the time off does not "unduly disrupt" the operations of the department. Time spent traveling to and from employer required schools, conferences, meetings and training programs, as well as time spent in attendance, shall be compensated according to the Fair Labor Standards Act (FLSA). Employees shall make every effort to travel during normal working hours. Employees must seek Department Head approval for training and travel time that will result in overtime compensation.~~.~~

Attendance

Regular and punctual attendance is required of all employees. ~~The County shall establish uniform attendance requirements, time recording and time reporting procedures. Each Department Head shall be responsible for documentation and completion of such procedures.~~ Any employee who fails to comply with attendance or time recording requirements shall be subject to disciplinary action, up to and including, termination. ~~Inaccurate recording of time shall be considered misconduct subject to disciplinary action, up to and including, termination.~~

In the event an employee knows they will be late for work, every effort should be made to notify the supervisor as soon as possible.

Flexible Work Schedule

~~Each department head will be responsible for establishing parameters for alternative work schedules and locations for their departments. units. Alternative work schedules are not an employee right, but may be offered at the department head's discretion.~~
Each Department Head will be responsible for establishing parameters for flexible and alternative work schedules for their employees. Flexible and alternative work schedules are not an employee right, and may be offered at the Department Head's discretion.
~~**Overtime/Compensatory Time**~~

~~Work Week Defined:~~
~~For the purposes of computing overtime and/or compensatory time, the work week shall consist of seven (7) days and shall begin at 12:01 a.m. Sunday.~~

~~Covered employees must be paid for all hours worked in a workweek. "Hours worked" includes all time an employee must be on duty. Also included is any additional time the employee is permitted to work. Time shall be recorded in quarter-hour increments.~~
~~Non-Exempt Employees~~:

~~Hours worked beyond 40 hours per week will be compensated at one and one-half times the employee's base rate. Employees may, upon Department Head approval, earn compensatory time off in lieu of overtime pay at the rate of one and one-half hours for each hour worked over 40 hours in a regular workweek.~~

~~Holiday hours, sick leave, vacation leave, personal leave shall be considered hours worked for purposes of calculating overtime pay or compensatory time. However, overtime may not be earned in the same day or the same shift that vacation leave, sick leave or compensatory time is taken. For example, if the employee takes three (3) hours of planned sick leave in the morning and works the rest of his/her regular eight (8) hour shift (five (5) hours), but then works an additional hour at the end of his/her shift for a total of six (6) hours worked, the employee would not be eligible for an hour of overtime or compensatory time, but rather would reduce the amount of sick leave taken to two (2) hours. This does not, however, apply to an~~ unscheduled ~~call-back, which would be eligible, if applicable, for overtime or compensatory time.~~

~~Department Heads and supervisors are responsible for scheduling work in their departments and/or units in order to minimize overtime/compensatory time. Employees must seek Department Head or supervisor approval to work any time in excess of their normal workweek. Employees working overtime without prior authorization may be subject to disciplinary action.~~

~~Employees shall accrue no more than 40 compensatory hours. Employees shall be compensated at the appropriate rate for all overtime hours worked after the accrual of 40 compensatory hours. At time of termination, accrued compensatory time will be paid at the higher of the employee's final regular rate of pay or the average regular rate during the last three years of employment. Compensatory time will not be paid out other than at termination.~~

~~Supplemental Comp Time Bank:~~

~~For those departments where, seasonal fluctuations require additional accrual of compensatory time, a supplemental comp time bank may be allowed upon Department Head request to the County Board and upon~~ County Administrator ~~Board approval. All hours accrued in the supplemental comp time bank shall be exhausted before any vacation leave will be granted, even if this will result in vacation leave being forfeited. Any other terms shall be as~~ approved by the ~~County Administrator. set by the County Board.~~

~~Exempt Employees and Non-Covered Individuals:~~

~~Exempt employees and non-covered individuals shall not be eligible for overtime or compensatory time for time worked in excess of forty (40) hours per week.~~

Exempt Staff

Under FLSA, exempt employees are required to work the number of hours necessary to complete their job duties each week, regardless of whether it's more or less than a standard workweek, as their pay is based on their overall performance and responsibilities rather than the exact hours worked. Exempt employees should be ~~They should also~~ regularly be present and/or available during normal business hours.

Under FLSA, exempt staff are not eligible for overtime pay, instead they are allowed flexibility in their work schedules.

Regardless of hours worked during the week, time off benefits (i.e. vacation, ESST, ~~sick~~ etc.) should be used if absent for half, or more, of the normal working day. Any time absent from work that is in less than half day increments does not require the use of time off benefits.

Exempt employees do not track hours worked using the standard time reporting forms. However, because accruals such as vacation and ESST are accumulated, exempt employees are required to track time off using time reporting forms and follow the standard procedures for requesting leave established by the employee's supervisor.

Outside Employment

Policy Number: 307

Outside employment is defined as any employment other than that which is performed as an employee of Jackson County. Such employment shall be considered secondary to regular County employment.

~~Employees may hold outside jobs as long as they meet the performance standards of their job with Jackson County. All employees will be judged by the same performance standards and will be subject to Jackson County's scheduling demands, regardless of any existing outside work requirements.~~

Outside employment is permissible, provided it:

1. Does not interfere with the efficient performance of the employee's duties for the County; including the availability of employees for emergency or call in duty;
2. Does not hinder the impartial, objective or efficient performance of their duties;
3. Does not constitute a conflict of interest with the County or with the duties the employee performs on behalf of the County;
4. Does not occur during the employees regular or assigned working hours with the County unless the employee is on approved leave, such as a leave of absence, compensatory time or vacation time;
5. Would not be in violation of any inner departmental policy established by any department.

Additionally, employees should not engage in other employment, activity, or enterprise for private gain to include:

1. The use for private gain or advantage of County time, facilities, equipment or supplies, or badge, uniform, prestige or influence of County office or employment;
2. Employment by a business which is subject to the direct or indirect control, inspection, review, audit or enforcement by the employee; or
3. The performance of an act in other than the employee's official capacity which may later be subject directly or indirectly to the control, inspection, review, audit or enforcement of the employee.

In order to avoid conflicts of interest between County employment and outside employment employees are responsible for advising their supervisor and Department Heads in writing of their intent to engage in non-County employment prior to acceptance of such employment. Any employee who is already working at another job upon hire, must notify their supervisor in writing of the outside employment relationship within 10 days of their hire date. Failure to provide the required notice may be cause for disciplinary action up to and including termination. Department Heads in conjunction with the County Administrator ~~Human Resources~~ shall determine whether the outside employment and/or activity creates a conflict of interest with County employment and notify the employee if a conflict of interest is present. Original notifications of outside employment shall be forwarded to Human Resources~~the County Administrator~~ for placement in the employee's personnel file.

~~Employees shall advise their supervisor in writing of their intent to accept work outside of Jackson County employment. Any employee who is already working at another job at the date of the issuance of this policy, must notify their supervisor in writing of the outside employment relationship within 10 days of the receipt of this policy. Failure to provide the required notice may be cause for disciplinary action. Upon receipt of the notification, the supervisor shall forward a~~

~~copy to the Department Head, and the original shall be forwarded to the County Coordinator~~Administrator ~~for placement in the employee's personnel file.~~

If Jackson County determines that an employee's outside work interferes with work performance or the ability to meet the workload and scheduling requirements of Jackson County as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain employed with Jackson County.

Resignation

Policy Number: 308

Resignation is a voluntary act initiated by an employee to terminate employment with Jackson County. ~~–~~Department Heads and Supervisory employees must provide four weeks (28 days) advance written notice to be deemed to have resigned in good standing. ~~–~~Non-supervisory employees must provide two weeks (14 days) advance written notice to be deemed to have resigned in good standing. ~~–~~The County Administrator may approve a shorter notice requirement based on the circumstances related to the resignation.

An employee who does not submit a written resignation in compliance with the above referenced time lines shall be deemed as having not resigned in good standing. An employee who does not resign in good standing may:

- Not be eligible for reinstatement;
- Have the fact recorded into the employee's personnel file;
- Forfeit the sick leave portion of any available severance pay.

The supervisor accepting the resignation shall forward a copy to the Department Head and to ~~the~~ County Human Resources. ~~Coordinator and County Auditor/Treasurer~~.

Tuberculin Tests and Hepatitis B Vaccinations Policy Number: 309

Commented [RK1]: Policy not needed. Only pertains to certain job classifications. Those positions take required measures as a regular part of their job duties.

Tuberculin Skin Tests

For any employee or contract personnel in the following job classes, where there is a risk of exposure to tuberculosis, there shall be documentation of completion of a tuberculin (TB) skin test, at County expense, via the Mantoux two-step method upon employment, acceptable up to three (3) months prior to the date of hire.

Job Classes Requiring a Tuberculin Skin Test

- Court Services Director
- Court Services Officer

TB skin test consent and results shall be documented in the employee's personnel file. TB skin test results shall be evaluated by a Registered Nurse or a Licensed Practical Nurse, within 42-72 hours and documented as "non-significant" or "significant" in millimeters of induration. A TB skin test shall be considered significant for results of a tuberculin reaction of 5mm or more in the following groups:

1. persons who have had close recent contact with a person with infectious TB;
2. persons who have had chest radiographs with fibrotic lesions likely to represent old, healed TB; or
3. persons with known or suspected HIV infection.

A tuberculin reaction of 10mm or more is considered significant in persons who do not meet the above criteria but who have had other risk factors for TB. This would include the following: foreign-born persons from high prevalence countries (e.g. those from Asia, Africa, and Latin American); persons from medically under served, low-income populations, including high-risk racial and ethnic monitories (e.g. those from Asia, Africa, and Latin America); users of intravenous drugs; residents of long term care facilities, such as correctional institutions and nursing homes; persons with medical conditions known to increase the risk of TB once infection has occurred; other populations that have been identified locally as having an increased prevalence of TB.

A tuberculin reaction of 15mm or more in all other persons is considered significant.

Significant results shall require documentation of a medical evaluation, which may consist of a chest X-ray and/or prophylactic antibiotic therapy. Following the baseline tuberculin skin testing, repeat skin testing shall be completed based on the work place TB risk assessment, after possible exposure, or as the Minnesota Department of Health requires due to local TB outbreaks.

If the employee has had a significant reaction to a Mantoux test upon employment or within the two (2) years before working in a designated job class, or has a significant reaction to a Mantoux test in repeat testing during the course of employment, the employee must provide: documentation of a negative chest X-ray administered within the three (3) months before working in a designated job class; documentation of negative chest X-ray administered each twelve (12) months for two (2) years after the positive reaction to a Mantoux test; or documentation of completing or currently taking a course of tuberculosis preventative therapy.

~~If the employee has had a significant reaction to a Mantoux test more than two (2) years before working in a designated job class, the employee must provide documentation of a non-significant chest X-ray taken within the previous twelve (12) months or documentation of completing or currently taking a course of tuberculosis preventative therapy.~~

~~Employees in a designated job class who have been exposed to active tuberculosis must document a non-significant result of a Mantoux test or chest X-ray administered no earlier than ten (10) weeks and no later than fourteen (14 weeks) after the exposure.~~

~~Employees in a designated job class shall be required to obtain a repeat chest X-ray annually for two (2) years, then subsequently if signs and symptoms of active tuberculosis are present which may include: fever, weakness, weight loss, night sweats, low grade fever, productive cough, occasional coughing of blood, and chest pain.~~

~~Employees who may have frequent exposures to patients with tuberculosis may be requested by the Department Head to repeat the Mantoux skin tests every six (6) months at no expense to the employee.~~

~~Hepatitis B Vaccinations~~

~~The Hepatitis B vaccine and vaccination series shall be made available to all employees in the following job classes, as determined by the County, where there is risk of exposure to Hepatitis B, at no cost to the employee and at a reasonable time and place, after their initial training and within ten (10) days of assignment.~~

~~Job Classes Offering a Hepatitis B Vaccine~~

- ~~Court Services Director~~
- ~~Court Services Officer~~
- ~~Building Maintenance Supervisor~~
- ~~Land Management Department employees~~
- ~~Parks & Trails Director~~

~~The Hepatitis B vaccine shall be administered unless the employee has received the complete series of vaccine previously, or if antibody testing has revealed that the employee is immune, or if the vaccine is contraindicated for medical reasons. The vaccination should be performed by an appropriately licensed professional and in accordance with the recommendations of the US Public Health Service applicable at the time.~~

~~Should the individual decline the vaccination, documentation of the employee's refusal will be done on the appropriate form. Should the individual initially decline the vaccine but at a later date decide to accept the vaccination, the County shall make the vaccine available.~~

~~If a routine booster dose of Hepatitis B vaccine is recommended by the U.S Public Health Service at a future date, such booster shall be made available at County expense.~~

NepotismEmployment of Relatives

Policy Number: 310

No person serving as a member of the County Board shall be eligible for employment with the County.

Occasionally, family members of current County employees will apply for positions within the County. Jackson County will hire the best-qualified individual for a position, however, there are several guidelines that must be reviewed prior to making a job offer to a family member of a County employee.

1. For purposes of this policy, the term family member will be defined as the employee's spouse, child, stepchild or ward, as well as the parent, grandparent, grandchild or sibling of the employee or the employee's spouse.

2. Generally, it is not a goodbest practice to employ a family member within the same department, or in a situation where they routinely interact or influence the work of one another.

3. In no instance shall a supervisor/subordinate family member relationship exist.

4. In the event of future relationships by marriage or change in work assignment, an attempt will be made to transfer the subordinate to another work assignment, or change who the subordinate reports to, as soon as practical.

No supervisor or elected official shall act individually in or vote on decisions related to hiring, retention, promotion, or determination of the salary level of a family member. No elected official or employee shall have supervisory responsibility for matters pertaining to audits, financial records, payroll, or inventory of goods and supplies for an immediate subordinate who is a family member.

The foregoing restrictions do not preclude consideration of a relative of an elected official or supervisor for County employment except as specifically restricted herein. Evidence should be available demonstrating that procedures of the personnel policies were followed during the selection process and that the most qualified person was selected.

~~The County Coordinator or the Department Head will be responsible for conducting pre-employment reference and background checks.~~

Reference Checks

Reference checks shall be made by Human Resources or by a Department Head or Supervisor with prior approval from the County Administrator. ~~-~~A form for conducting reference checks shall be provided by Human Resources. ~~-~~Reference checks must be ~~made~~ completed prior to making an ~~contingent~~the offer of employment and will include contacting previous employers of candidates considered for employment, as well as additional references provided by the candidate. ~~-~~The reference checks must be job related and non-discriminatory in nature. ~~-~~Additional reference checks shall be made as appropriate to the position.

Academic/Licensing Checks

Human Resources ~~The Department Head or Supervisor~~ is responsible for verifying educational and/or licensing requirements for finalists before an offer of employment is made. A contingent offer of employment can be made if there is a delay in verifying educational and/or licensing requirements.

Criminal Background Checks

Criminal background checks shall only be conducted **after** a contingent offer of employment has been made ~~and the candidate has completed the *Consent for Criminal Background Check* form.~~ . Full criminal background checks are required for all positions except some seasonal and temporary positions~~.~~

A full criminal background check shall include a criminal history and driving record check.

Workforce Reduction

Policy Number: 312

In the event a reduction in the workforce becomes necessary due to workload demands, budget shortfalls and constraints, budget reallocations, expenditure freezes, unfunded increases in operating costs, lost or reduced revenue sources, restructuring or other circumstances~~etc.~~, the County Board of Commissioners may~~will~~ establish and approve a w~~W~~orkforce r~~R~~eduction p~~P~~lan.

~~The County reserves the right to make layoffs based on its programmatic and service needs. However, where practical, employees in affected departments, who hold comparable positions, and have comparable work experience and work performance, shall be laid off in inverse order of seniority.~~

The County retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; and to select, direct, and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited by this policy.

~~1. Layoff~~ Notice

The County reserves the right to make layoffs based on its programmatic and service needs. In the event that it becomes necessary to lay off employees for any reason, a number of factors will be considered in determining the employee(s) to be laid off. Those factors include and are not limited to: ~~the~~The County's needs in fulfilling the work of the department, the employee's qualifications to perform the required tasks, the employee's performance and discipline history, and the employee's seniority. The County Administrator and Department Head will determine order of layoff based on these factors.

~~The County Coordinator~~Administrator shall ~~notify in writing the employee and employee's supervisor at least ten (10) working days before the effective date of the layoff and shall state the reason for the layoff. The employee must acknowledge in writing the receipt of the notice. give written notice to affected employees of any proposed lay off. Where practical, notice shall be given as follows:~~

~~a. Regular full-time and part-time employees who have completed their probationary evaluation period will be given two (2) weeks notice prior to the effective date of layoff, unless notice is not reasonably possible.~~

~~b. Regular full-time and part-time employees who have not completed their probationary evaluation period will be given one (1) week notice prior to the effective date of layoff, unless notice is not reasonably possible.~~

~~c. Temporary and seasonal employees who are subject to layoff prior to the termination date established at the time of hire, will be given two (2) working days notice prior to the effective date of layoff, unless notice is not reasonably possible.~~

All temporary and provisional employees in the affected department function shall be laid off first, unless justification for a specific position can be documented and approved by the County Administrator. 2. Continuation of Insurance

County employees who are eligible for County insurance benefits, who are placed in layoff status, are eligible to continue their insurance at their own expense according to State and Federal Law. Refer to Policy 701 – *COBRA* for further information.

3. Accrual of Benefits

Regular full-time and regular part-time employees who are placed in layoff status shall retain their accrued benefits through the effective date of layoff. During the layoff period, employees are not eligible to earn benefits.

Regular full-time and regular part-time employees who resign or who are not recalled to work within 90 days following the effective date of layoff, are eligible to receive a payout for their accrued leave time in accordance with County policy.

5. Reassignment

Regular full-time and regular part-time non-probationary employees who are placed on lay-off status may apply for reassignment to a vacant County position for which they meet the minimum educational and experience qualifications.

6. Bumping

Non-probationary employees shall be permitted to exercise seniority preference over a junior employee in any classification of work of an equal or lower pay grade within the County, provided the employee is qualified. A copy of job descriptions of junior jobs in equal or lower pay grades within the County is available through the County Coordinator's office. If layoffs occur, Seniority preference is not absolute, but will be based on qualifications and work history as determined by the Coordinator and Department Head.

If an employee intends to exercise seniority preference, the employee shall advise the County CoordinatorAdministrator within five (5) working days after receiving written notice of layoff of the specific position into which theyhe/she wishes to exercise seniority preference. Written notice shall be accompanied by . The employee must also return a completed job application to the County Coordinator's office. The employee's application will be reviewed for qualifications, and the employee will be notified of the determination immediately. within ten (10) working days.

7. Recall/Re-employment

Recall from layoff shall be determined by the County Board. Where practical, employees shall be recalled to work based on seniority. The County reserves the right to recall employees based on its programmatic and service needs. Order of recalled employees will factor in the County's needs in fulfilling the work of the department, the employee's qualifications to perform the required tasks, the employee's performance and discipline history, and the employee's seniority. The County Administrator and Department Head will determine order of recall based on these factors.

~~Notice~~factors. Notice of recall shall be sent by registered mail or certified mail to the employee's last known address. ~~–~~If the employee fails to report for work within ten (10) working days from the effective date of recall, he/she shall be deemed to have voluntarily resigned their employment with the County.

The County must be careful not to violate the Minnesota Government Data Practices Act (MGDPA) when giving out information to prospective employers of former or current Jackson County employees.

Occasionally, other employers call for verification of employment or to complete background ~~reference~~ checks that request private data on current or past employees. ~~The employee should notify~~ Human Resources should be notified of the request to ensure proper releases have been provided and obtained.

If a county employee is asked to provide a professional reference or letter of recommendation only factual and documented information shall be provided. ~~released as The County must be careful not to violate the Minnesota Government Data Practices Act (MGDPA) when giving out information to prospective employers of former or current Jackson County employees.~~

~~References~~

~~All written verifications of employment received from other entities beyond the scope of a professional reference requests for references on former or current Jackson County employees shall be referred to the County Coordin's office. The following policies/guidelines shall apply to requests:~~

- ~~The AdministratorCoordinator's office will respond to general inquiries with dates of employment, job title and description and gross salary only.~~
- ~~Additional information will be provided only upon request and only that information which is classified as public under the MGDPA.~~
- ~~If the former or current employee has signed a release, additional information may be provided, depending upon the specific request and contents of the release.~~
- ~~A written record of every written inquiry and the response thereto, including all documents that were sent, shall be kept in the employee/former employee's personnel file. Every telephone call requesting a reference shall also be documented, including the identity of the person responding and what was said.~~

~~Letters of Recommendation~~

~~Letters of recommendation are allowed as follows:~~

- ~~Letters of recommendation must have the approval of the Department Head and the County AdministratorCoordinator, who shall first review the content of the letter.~~
- ~~Letters of recommendation should generally be given to the employee and not mailed directly to prospective employers, unless a specific written agreement is entered into with the employee authorizing the release of the content of the letter and after the employee has reviewed the letter.~~
- ~~Letters of recommendation shall be accurately dated.~~
- ~~A copy of all letters of recommendation must be placed in the employee's personnel file.~~

~~No false or misleading information shall be placed in a letter of recommendation as part of a settlement agreement, or for any other reason, as this could result in liability against the County by a future employer or other persons who relied upon the information in the letter.~~

Wage Disclosure Protection

Policy Number: 315

According to Minnesota Statute § 181.172, an employee has the following rights and protections related to wage disclosure.

(a) An employer shall not:
  (1) Require nondisclosure by an employee of his or her wages as a condition of employment;
  (2) Require an employee to sign a waiver or other document which purports to deny an employee the right to disclose the employee's wages; or
  (3) Take any adverse employment action against an employee for disclosing the employee's own wages or discussing another employee's wages which have been disclosed voluntarily.

(b) Nothing in this section shall be construed to:
  (1) Create an obligation on any employer or employee to disclose wages;
  (2) Permit an employee, without the written consent of the employer, to disclose proprietary information, trade secret information, or information that is otherwise subject to a legal privilege or protected by law;
  (3) Diminish any existing rights under the National Labor Relations Act under United States Code, title 29; or
  (4) Permit the employee to disclose wage information of other employees to a competitor of their employer.

(c) An employer that provides an employee handbook to its employees must include in the handbook notice of employee rights and remedies under this policy~~section~~.

(d) ~~An employer may not retaliate against an employee for asserting rights or remedies under this section~~. An employer shall not discharge, discipline, penalize, interfere with, threaten, restrain, coerce, or otherwise retaliate or discriminate against an employee for asserting rights or remedies under this policy.

(e) An employee may bring a civil action against an employer for a violation of paragraph (a) or (d). If a court finds that an employer has violated paragraph (a) or (d), the court may order reinstatement, back pay, restoration of lost service credit, if appropriate, and the expungement of any related adverse records of an employee who was the subject of the violation.

JACKSON COUNTY
MINNESOTA

Request for Board Action
Agenda Item No. 5.2.

Requested Board Date: 04/01/2025

Agenda Type: Regular

Estimated Time: 10 minutes

Department: Administrator

Presenter: Contegrity Group

Recommendation: Informational

Item: Law Enforcement Center and Government Center Project Update

Board Action Request:

None.

Background & Comments:

Carl Clark and Sam Presher with Contegrity Group, project managers for the law enforcement center and government center project, will provide an update on the project.

Attachments:

Fiscal Impact:

***** Requests must be received by the Administrator's Office by 12:00 p.m. the Wednesday that is a week PRIOR to the regularly scheduled board meeting. *****

Complete and email this form to: County.Administrator@co.jackson.mn.us

JACKSON COUNTY
MINNESOTA

Drainage Authority Request for Action
Agenda Item No. 2.1.

Requested Board Date: 04/01/2025

Agenda Type: Consent **Estimated Time:**

Department: Auditor/Treasurer **Presenter:** Rasche

Recommendation: Approve

Item: Approve Drainage Authority Board Minutes of March 18, 2025

Board Action Request:

Background & Comments:

Attachments: Minutes Draft

Fiscal Impact:

***** Requests must be received by the Administrator's Office by 12:00 p.m. the Wednesday that is a week PRIOR to the regularly scheduled board meeting. *****

Complete and email this form to: County.Administrator@co.jackson.mn.us

PROCEEDINGS OF THE JACKSON COUNTY DRAINAGE AUTHORITY, JACKSON COUNTY, MINNESOTA
March 18, 2025

DRAFT

The Drainage Authority of Jackson County, Minnesota met in regular session, in the Jackson County Courthouse Board Room, 405 Fourth Street, City of Jackson, Minnesota, on March 18, 2025

Jackson County Drainage Authority Present
Phil Nasby, Larry Liepold, Kent Bargfrede, and Roger Pohlman

Jackson County Drainage Authority Absent
Don Wachal

Others Present
Drainage Coordinator Kelly Rasche, County Administrator Ryan Krosch, Phil Kruger

CALL TO ORDER

Drainage Authority Board Chair Roger Pohlman called the meeting order at 9:35 a.m.

1.1 **Chair Pohlman adopted the agenda as presented**

CONSENT AGENDA

Motion was made by Commissioner Nasby and seconded by Commissioner Liepold to approve the Consent Agenda. The motion carried unanimously.

2.1 **Approval of Minutes of March 4, 2025**

REGULAR AGENDA

3.1 **Board Action – Amendment to Conservation Practice Assistance Contract BWSR Grant** – Motion to approve the amendment changing the 73% financial assistance to 100% assistance for Judicial Ditch 8 Wetland Grant made by Commissioner Nasby with a second by Commissioner Bargfrede, all yes, motion carried.

3.2 **Board Action – Percent Based Voucher and Practice Certification Form –** Motion to approve the voucher and certification form for signature made by Commissioner Liepold with a second by Commissioner Bargfrede, all yes, motion carried.

ADJOURN

Chair Pohlman adjourned the Drainage Authority meeting at 9:50 a.m.

Approved this ___ day of _____ 2025

JACKSON COUNTY DRAINAGE AUTHORITY

_____
Drainage Authority Chair

ATTEST: _____
Kevin Nordquist, Auditor/Treasurer