Agenda Murray County Board of Commissioners April 19, 2022

THE MURRAY COUNTY GOVERNMENT CENTER IS OPEN TO THE PUBLIC

You may listen to the meeting by calling 312-626-6799 (Passcode: 402764) Meeting ID: 915 6931 9831 or view the meeting live via zoom. The zoom link can be found on the Murray County home page https://murraycountymn.com/

8:30 AM Pledge of Allegiance

Agenda Additions Identify any Conflict of Interest Approve Minutes from April 5, 2022 Open Forum / Public Comment

- 8:35 AM Heidi Winter
 - Commissioner Warrants
 - Ditch Bills
 - Accept Donation-Murray County Corn and Soybean Growers
 - Approve Application of Westbrook Firemen Relief Association LG230 for Off Site Gambling
 - 2022 Redistricting Update
- 8:45 AM Jean Christoffels, Justin Hoffmann, & Heidi Winter • Lake Sarah Dam Grant
- 9:00 AM Bid Opening Swenson Park Campground Expansion
- 9:15 AM Chief Deputy Heath Landsman
 - Up-Fitting Unit #168
 - Iona City Contract
 - 2022 Vehicle Purchase
- 9:25 AM Ronda Radke
 - Seasonal Positions
 - Sunrise Terrace Director
 - Assessor Intern
 - Leave of Absence
 - PreferredOne Updated Documents
 - County Administrator Interviewing Process
- 9:40 AM Committee Reports for the Period of April 3-16, 2022

Times are approximate. Please arrive 20 minutes before the scheduled time.

NEXT MEETINGS:

April 26, 2022 Regular Board Meeting 8:30 a.m. May 3, 2022 Regular Board Meeting 8:30 a.m. May 17, 2022 Regular Board Meeting 8:30 a.m. May 24, 2022 Regular Board Meeting 8:30 a.m. June 7, 2022 Regular Board Meeting 8:30 a.m.

DRAFT PROCEEDINGS OF THE MURRAY COUNTY BOARD OF COMMISSIONERS MURRAY COUNTY GOVERNMENT CENTER – SLAYTON, MINNESOTA April 5, 2022, 8:30 a.m.

Pursuant to notice, the Murray County Board of Commissioners convened with the following members present in person: Commissioners; Molly Malone, Lori Gunnink, and James Kluis. Also present in person was General Assistant, Samantha McClellan. Assistant County Attorney, Kayla Johnson, via Zoom. Commissioners; David Thiner, and Dennis Welgraven absent.

The Chairman asked if there were any additions to the agenda, several were added.

It was moved by Gunnink, seconded by Kluis and passed to approve the agenda with additions.

No conflicts of interest were identified.

It was moved by Gunnink, seconded by Kluis and passed to approve the minutes from the March 22, 2022.

OPEN FORUM / PUBLIC COMMENT

There was no one present for open forum.

COMMISSIONER WARRANTS

It was moved by Gunnink, seconded by Kluis and passed that all claims as presented were approved for payment. The Chairman was authorized to sign the Audit List dated March 29, 2022 with fund totals as follows and warrants numbered 167723 through 167785:

County Revenue Fund	25,223.71
County Road & Bridge Fund	52,953.11
EDA	161.08
Ditch	159.34
Self-Insurance	123.66
Sunrise Terrace	587.03
Total	79,207.93

DITCH BILLS

It was moved by Gunnink seconded by Kluis and passed to approve the report of bills for payment of the Murray County Drainage Authority as follows:

Redwood Cou	nty Auditor-Treasurer		
21-863-6312	JD 28	127.98	Shared County Ditch Expenses (Murray 81%)
	Subtotal	127.98	
	Total Ditch Bills	127.98	

3.2 MALT LIQUOR LICENSE RENEWALS

It was moved by Malone, seconded by Kluis and passed to approve the following county 3.2 Beer and Liquor License Renewals for 2022, contingent upon receipt of all paperwork received in the Office of the Auditor-Treasurer:

- Liquor "On Sale" and Sunday "On Sale" License No. 3 to Rolling Hills Golf Club, Inc
- o 3.2 Malt Liquor "On and Off Sale" License No. 6 to Rolling Hills Golf Club, Inc
- 3.2 Malt Liquor "Off Sale" License No. 9 to Chandler Cooperative d/b/a Cenex Convenience Store
- o 3.2 Malt Liquor "On and Off Sale" License No. 1 to Carlson Corner
- 3.2 Malt Liquor "On and Off Sale" License No. 4 to Michael Ruppert d/b/a/ Ruppert Oil Company
- 3.2 Malt Liquor "On and Off Sale" License No. 5 to Peter Bloemendaal d/b/a Pete's Corner

APPROVAL OF 2022 LIQUOR LICENSES

It was moved by Kluis, seconded by Gunnink and passed to approve the following county Liquor Licenses for 2022, contingent upon receipt of all paperwork received in the Office of the Auditor-Treasurer:

- "On and Off Sale & Sunday Liquor" License No. 4 (Renewal) to Breezy Point Tavern, LLC d/b/a Breezy Point Tavern
- "On Sale & Sunday Liquor" License No. 5 (Renewal) to Painted Prairie Vineyard, LLC
- "On and Off Sale & Sunday Liquor" License No. 7 (Renewal) to Lake Shetek Lodge, LLC d/b/a Lake Shetek Lodge
- "On and Off Sale & Sunday Liquor" License No. 8 (Renewal) to Trails Edge General Store (Andrea Kelly and Peter Jaros)

DRAINAGE HEARING

Auditor/Treasurer, Heidi Winter, led a discussion regarding the availability of the Commissioners for a joint drainage hearing on Monday, April 25, 2022. This is a final acceptance hearing for drainage improvement projects for Judicial Ditch 6, and 20A. The board members present indicated they are available that day. Winter will follow up once she hears from the Lyon and Redwood County members.

HIGHWAY 30

Commissioner Gunnink questioned if the Drainage Authority could assess the State of Minnesota for the damage caused on Highway 30. The Commissioners expressed concerns at the pace legal council is moving regarding this issue. The Commissioners discussed drafting their own letter to MNDot. It was discussed that if no action was taken by April 15, 2022, the commissioner will send their own letter. Commissioner Malone and Heidi Winter will be calling the attorney following the Commissioners Meeting to get an update.

DITCH INSPECTION REPORT

A motion was made by Gunnink, seconded by Kluis and carried that the Commissioners in conjunction with the appointed ditch inspector in and for the County of Murray, have examined and inspected that portion of the foregoing described County and Judicial Ditches, lying within

the County of Murray, for the purpose of determining what repairs are necessary and ordered said repairs to be made, by this report given thereon at a Murray County Board of Commissioner's meeting, held in the Commissioners Room of the Murray County Government Center, Slayton, Minnesota

• Petition 2022-004 (CD27, Mason Twp. Sec.25/31, District 1–Malone)

HOSPITAL UPDATE

Luke Schryvers, Murray County Medical Center Chief Executive Officer, gave an update on EPIC, community health needs assessment, employment, HVAC project, COVID, and hospital finances.

COURTS BATHROOM UPDATE

It was moved by Gunnink, seconded by Kluis and passed to approve the following Courts Bathroom Remodel additional costs, totaling \$2,846.00:

- Replacement of roof exhaust fan the serves the restrooms \$1,535.00
- Tape restroom walls that are parallel to corridor to meet fire code \$1,021.00
- Use of Gypsum board on the lower 8' and 5/8" type X drywall from 8' to the bottom of the roof deck, instead of ½ cement board and ½" drywall \$290.00

SHERIFF'S OFFICE HVAC UPGRADE UPDATE

Murray County Building Maintenance Worker, Paul Counter, gave an update on the Sheriff's Office HVAC project. The Building Committee met with Mike Dolejs, engineer from edi-dolejs to discuss moving forward with the project. It is Paul's understanding that materials have been ordered, and they hope to complete the project before the high humidity season.

CONDITIONAL USE PERMIT – SWENSON COUNTY PARK

It was moved by Gunnink, seconded by Malone and passed to approve Conditional Use Permit #1399 for Murray County – Swenson County Park to expand on existing campground on a Natural Environment Lake in the Commercial and Shoreland Overlay Districts for 13.53 acres in the NW1/4, Section 18, Skandia Township with the findings and two (2) special conditions recommended by the Planning Commission.

PRELIMINARY PLAT – CARLSON ADDITION

It was moved by Kluis, seconded by Gunnink and passed to approve the Carlson Addition Preliminary Plat Application #344 for seven (7) non-riparian lots and the road right of way in the Residential and Shoreland Overlay Districts on Lake Shetek, a General Development Lake for Part of Government Lot 4, in Section 12, Mason Township as recommended by the Planning Commission.

CONDITIONAL USE PERMIT EXTENSION – PAUL & LUCAS ERICKSON

It was moved by Kluis, seconded by Gunnink and passed to approve an additional six-month extension of Conditional Use Permit #1369 for Paul & Lucas Erickson, to expand and operate an existing feedlot by 492.5 animal unites (AU) from 87.5 to 580 AU in the Agriculture and Shoreland Overlay Districts in the NW1/4 NE1/4, Section 10, Ellsborough Township.

PERMIT FOR AID I-LIDS AT MN DNR BOAT LANDING

It was moved by Gunnink, seconded by Malone and passed to approve that Murray County Board of Commissioners Chair Malone sign the Mn DNR Special Use Permit for the installation of the I-LID unit at Ragan's Landing (DNR Landing).

WATER PLAN 5-YEAR AMENDMENT WAIVER PETITION & RESOLUTION Commissioner Malone presented the following resolution and moved for its adoption.

RESOLUTION 2022-04-05-01 WAIVE AMENDMENT REQUIREMENT FOR COMPREHENSIVE LOCAL WATER MANAGEMENT PLAN

WHEREAS, Minnesota Statutes §103B.301, Comprehensive Local Water Management Act, authorizes Minnesota Counties to develop and implement a Comprehensive Local Water Management Plan; and

WHEREAS, MURRAY County currently has a state approved Comprehensive Local Water Management Plan that covers the period of April 2017 through March 2027; and

WHEREAS, MURRAY County is required by the Minnesota Board of Water and Soil Resources Board Order to complete an amendment of the Goals, Objectives, and Action Items of the Comprehensive Local Water Management Plan by May 2022; and

WHEREAS, MURRAY County has fully adopted the Missouri River Watershed Comprehensive Watershed Management Plan, which is currently in the implementation stage; and

WHEREAS, MURRAY County is currently a partner in the development of the Des Moines River Watershed Comprehensive Watershed Management Plan, which is expected to be approved by the end of 2022; and

WHEREAS, MURRAY County is expecting to be a contributing partner to the Redwood River Watershed and Cottonwood River Watershed as they transition into developing One Watershed, One Plans, neither of which have been formed yet; and

WHEREAS, MURRAY County has participated in and intends to utilize the Minnesota Pollution Control Agency's ten year approach to monitoring, assessing, and developing Watershed Restoration and Protection Strategies (WRAPS), which are scheduled to go out on public notice in April 2022 for the Cottonwood River Watershed (13.8% of the County) and Redwood River Watershed (2.1% of the County).

NOW, THEREFORE, BE IT RESOLVED, that the Murray County Board of Commissioners requests from the Minnesota Board of Water and Soil Resources a waiver to the required amendment of the Comprehensive Local Water Management Plan; in order to transition to Comprehensive Watershed Planning in accordance with Minnesota Statutes §103B.801.

The foregoing resolution was duly seconded by Commissioner Gunnink and there upon being put to a vote all members of the Board voted for its adoption.

FY2020 CAPACITY GRANT PROJECT APPROVALS

It was moved by Gunnink, seconded by Kluis and passed to approved funding the Lonnie Roach and Mike Reese water quality projects from the FY2020 Capacity Grant match dollars from Murray County, as per the Local Water Management Task Force recommendations.

SEAL COAT PROJECT BID OPENING SAP 051-030-003

The Board Chair called for the bid opening for Seal Coat Project SAP 051-030-003.

Company	Address	Bid Amount
Allied Blacktop Company	10503 89 th Ave N, Maple Grove MN	\$644, 849.56
Asphalt Surface Technologies Corporation	PO Box 1025, Saint Cloud, MN	\$494,782.62
Morris Sealcoat & Trucking, Inc.	46253 208 th Street, Morris Mn	\$650,510.20

County Engineer Randy Groves returned to his office to tabulate the bids for accuracy.

APPROVAL OF EDA LOAN

It was moved by Malone, seconded by Gunnink and passed to approve a loan in the amount of \$250,000 from the EDA Revolving Loan Fund to Pallansch Executive Properties LLC.

GRANT APPROVAL

It was moved by Gunnink, seconded by Malone and passed to approve applying for a Compeer Financial grant to go toward the Cattleman's Association/BINGO/Beer Garden building on the Murray County Fairgrounds.

2022-2024 FIDLAR CONTRACT

It was moved by Gunnink, seconded by Kluis and passed to approve the Fidlar 3 year extension agreement.

EMERGENCY MANAGEMENT PERFORMANCE GRANT

It was moved by Malone, seconded by Gunnink and passed to approve the Emergency Management Performance Grant and authorize the Murray County Board Chair to sign the document.

SENIOR OFFICIALS TRAINING

Emergency Management/Safety Director, Carl Nyquist, led a discussion regarding the Senior Official Training that will be held on May 18, 2022, 6-8:30 p.m., at the Murray County 4-H Building. The presentation helps local officials better understand their roles during emergencies and disasters. County, City, and Township officials are strongly encouraged to attend. The public is also welcome.

LETTER OF SUPPORT

It was moved by Gunnink, seconded by Malone and passed to approve the Statewide Public Safety Radio Communication System Equipment Grant appropriation letter of support, supporting Minnesota Senate Bill SF 2670, and authorize Murray County Board Chair Malone to sign the letter of support

SEASONAL PARKS MAINTENANCE

It was moved by Gunnink, seconded by Malone and passed to approve hiring Mike Carlson as a Seasonal Parks Maintenance Worker, effective April 18, 2022, grade 1S, step 2 from the seasonal grade scale. Per the recommendation of the Personnel Committee. Contingent upon satisfactory results of a criminal background check and pre-employment drug test.

EXTENSION COUNTY SUPPORT STAFF

It was moved by Gunnink, seconded by Malone and passed to approve hiring Samantha McClellan, as a regular full-time (32 to 40 hours weekly) Extension County Support Staff, effective April 7, 2022. Labor grade 6, Step 5.

COUNTY GOVERNMENT APPRECIATION DAY RESOLUTION Commissioner Gunnink presented the following resolution and moved for its adoption.

RESOLUTION 2022-04-05-02 COMMENDING THE COMMITMENT AND DEDICATION TO PUBLIC SERVICE EXCELLENCE OF COUNTY STAFF AND OFFICIALS BY PROCLAIMING APRIL 26 COUNTY GOVERNMENT APPRECIATION DAY

WHEREAS, Minnesota's 87 counties employ over 36,000 people to provide essential services to create healthy, safe and vibrant communities; and

WHEREAS, the work of county employees is fundamental, whether it's a newborn well-check by a public health nurse, a passport renewal at a recorder's office, or voter registration and ballot processing; and

WHEREAS, through their commitment to public service, county employees dedicate their time, skills, and expertise for the benefit of their neighbors, and at times, risk their personal safety coordinating emergency management and managing justice and public safety systems; and WHEREAS, the vital work of counties promotes healthy communities, fosters conditions for economic growth, strengthens infrastructure, and improves residents' quality of life; now, therefore,

BE IT RESOLVED, the Murray County Board of Commissioners recognizes the commitment and dedication to public service excellence of county staff and officials and proclaim April 26 County Government Appreciation Day.

The foregoing resolution was duly seconded by Commissioner Malone and there upon being put to a vote all members of the Board voted for its adoption.

SWENSON PARK BIDS

It was moved by Gunnink, seconded by Malone and passed to approve going out for bids for gravel, electrical, and dirt removal for the Swenson Park campground expansion project, scheduling the bid opening for 9:00 a.m., on April 19, 2022, in the Murray County Commissioners Meeting Room.

COMMITTEE REPORTS

Lori Gunnink – 3/25 Regular Board Meeting, Fairground Advisory Meeting, 3/31 Ruthton Water Management/DNR, 4/1 Interviews for Sunrise Terrace Director.

Molly Malone – 3/25 Regular Board Meeting, 3/28 Rural Minnesota Energy Board, 4/1 Hospital Board Meeting.

James Kluis – 3/22 Regular Board Meeting, 4/1 Hospital Board Meeting.

The meeting adjourned 10:12 a.m.

10:13 a.m. The meeting was called back to order.

County Engineer, Randy Groves, was present to discuss bids for project SAP 051-030-003. Due to sealcoat oil prices the cost of the project has almost double from what the engineer estimated the project to be. Randy felt it may be more cost effective to do a larger sealcoating project next year.

It was moved by Gunnink, seconded by Kluis and passed to approve rejecting bids for SAP 051-030-003, and revisit the project next year.

The meeting adjourned 10:23 a.m.

ATTEST:

Samantha McClellan, General Assistant

Molly Malone, Chairman of the Board

MURRAY COUNTY

REQUEST FOR BOARD ACTION

Requested Board Date:	Item:
April 19, 2022	Commissioner Warrants
Originating Department:	Presenter:
Auditor-Treasurer	Heidi Winter
Requested Agenda Placement:Consent AgendaImage: Regular Agenda	Amount of Time Needed: 15 minutes
If requesting to expend funds, is the expenditure budgeted? □ Yes □ No If "Yes", please include the account code: See audit list for codes	Attending Meeting:⊠ In Person□Via Phone

Background:

Consideration for approval of the Commissioner Warrants for April 19, 2022

Board Action Requested (Include a sample motion whenever possible):

It was moved by _____, seconded by _____ and passed that all claims as presented were approved for payment. The Chairman was authorized to sign the Audit List dated April 19, 2022 with fund totals as follows and warrants numbered through :

County Revenue Fund	118,294.19
County Road & Bridge Fund	36,610.64
EDA	529.75
Ditch	54.28
Sunrise Terrace	235.89
SAWS	159.00
Total	155,883.75

List Supporting Documents: Audit List

MUCAUMEM		**** Murray County ****	INTEGRATED FINANCIAL SYSTEMS
4/13/22	3:24PM	Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES	Page 1
Print List in Ord	ler By: 1	1 - Fund (Page Break by Fund) 2 - Department (Totals by Dept) 3 - Vendor Number 4 - Vendor Name	
Explode Dist. Fo	ormulas N		
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Save Report Options?: N

4/13/22 3:24PM

1 GENERAL

**** Murray County ****



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor <u>No.</u>	<u>Name</u> Account/Formula	<u>Rpt</u> <u>Accr</u>	<u>Amount</u>	Warrant Description Service Dates	<u>Invoice #</u> <u>Paid On Bhf</u>	Account/Formula Descripti 1 # <u>On Behalf of Name</u>	099	
13195	AG PLUS COOPERATIVE							
	01-201-000-0000-6561		59.25	3/31 OIL/FILTER CHG-UNIT 151	6504624	OIL-GREASE-ANTIFREEZE-WINDSH	Ν	
13195	AG PLUS COOPERATIVE		59.25	1 Transactions				
	AMAZON CAPITAL SERVICES	SINC	11.00				N	
	01-061-061-0000-6480		11.98	4/3 SABRENT 2.5" EXTRNL HRD DR		SMALL EQUIPMENT PURCHASES	N	
	01-061-061-0000-6480		97.98	4/3 HYNIX GOLD 2.5" INTRNL SSD		SMALL EQUIPMENT PURCHASES	N	
	01-061-061-0000-6480		664.44	3/26 PLUGABLE 14-IN-1 USB-C		SMALL EQUIPMENT PURCHASES	Ν	
13092	AMAZON CAPITAL SERVICES	SINC	774.40	3 Transactions				
12316	AP DESIGN							
	01-601-000-0000-6401		20.00	1/28 RETIREMENT PLAQUE-N PIESK	78773	OFFICE SUPPLIES	N	
12316	AP DESIGN		20.00	1 Transactions				
521	AVOCA CITY TREASURER							
	01-521-526-0000-6253		30.00	04/22 WATER/SEWER	9888	WATER & SEWER	Ν	
521	AVOCA CITY TREASURER		30.00	1 Transactions				
1026	CHANDLER CO-OP							
	01-391-391-0000-6416		280.06	3/7 134 GALS PROPANE	06188	NATURAL GAS/PROPANE	Ν	
1026	CHANDLER CO-OP		280.06	1 Transactions	00100		••	
13003	CINTAS CORPORATION NO 2	2						
	01-395-395-0000-6359		42.78	4/4 LAUNDRY SERVICE	4115317216	LAUNDRY SERVICE	Ν	
	01-395-395-0000-6359		42.78	4/11 LAUNDRY SERVICE	4116004635	LAUNDRY SERVICE	Ν	
13003	CINTAS CORPORATION NO 2	2	85.56	2 Transactions				
13028	COLE PAPERS INC							
	01-110-111-0000-6412		158.10	3/31 2-PLY BATH TISSUE	10126187	CUSTODIAL/CLEANING SUPPLIES	Ν	
	01-110-112-0000-6412		44.18	4/5 (2) FEM HYG WASTE RECEPT	10128096	CUSTODIAL/CLEANING SUPPLIES	N	
	01-110-112-0000-6412		28.49	4/5 FOAM HAND SOAP	10128096	CUSTODIAL/CLEANING SUPPLIES	N	
	01-110-112-0000-6412		46.16	4/5 WTRLS FOAM HND SNTZR/FREIG	10128096	CUSTODIAL/CLEANING SUPPLIES	N	
13028	COLE PAPERS INC		276.93	4 Transactions				
13060	COUNTIES PROVIDING TECH	NOLOGY						
	01-061-061-0000-6264			04/22 TAX BILLING SYSTEM		DATA PROCESSING SERVICES	N	
	01-061-061-0000-6264		295.00	04/22 CAMA MONTHLY		DATA PROCESSING SERVICES	N	
	01-061-061-0000-6264		225.00	04/22 PAYROLL		DATA PROCESSING SERVICES	N	
	01-061-061-0000-6264		114.00	04/22 CASH REGISTER		DATA PROCESSING SERVICES	N	
	01-061-061-0000-6264		114.00	04/22 CAPITAL ASSETS		DATA PROCESSING SERVICES 11 of 122	N	
	Copyright 2010-2021 Integrated Financial Systems							

1

4/13/22 3:24PM GENERAL

**** Murray County ****

INTEGRATED FINANCIAL SYSTEMS

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor <u>Name</u> <u>No.</u> <u>Account/Formula</u> 01-061-061-0000-6264 01-061-061-0000-6264 01-061-061-0000-6264 01-061-061-0000-6264 13060 COUNTIES PROVIDING TEC	Rpt Amount Accr Amount 159.00 304.00 225.00 270.00 500.00 500.00	Warrant Description Service Dates 04/22 PAYROLL WEB ACCESS 04/22 HUMAN RESOURCE 04/22 FINANCIAL SUPPORT 04/22 TAX WEB INQUIRY-MONTHLY 04/22 PRO-RATE SH ISERIES USAG 10 Transactions	Invoice <u>#</u> Paid On Bh	Account/Formula Descripti <u>f # On Behalf of Name</u> DATA PROCESSING SERVICES DATA PROCESSING SERVICES DATA PROCESSING SERVICES DATA PROCESSING SERVICES DATA PROCESSING SERVICES	1099 N N N N
523 CURRIE CITY TREASURER					
01-503-560-0000-6253	33.50	03/22 WATER/SEWER-RESTROOMS	148	WATER & SEWER	N
01-503-560-0000-6253	33.50	03/22 WATER/SEWER-VISITOR CTR	151	WATER & SEWER	Ν
523 CURRIE CITY TREASURER	67.00	2 Transactions	5		
12825 DIEBOLD LAW FIRM LLC					
01-012-012-0000-6263	250.00	3/2-3/29 51-JV-21-17	33122XM	LAWYERS	Y
12825 DIEBOLD LAW FIRM LLC	250.00	1 Transactions	5		
12926 ENVIRO PUMP PLUS					
01-521-522-0000-6260	65.00	3/28 PORTABLE TOILET SERVICE	209993	PROFESSIONAL & TECHNICAL FEES	Ν
01-521-532-0000-6260	65.00	3/28 PORTABLE TOILET SERVICE	209993	PROFESSIONAL & TECHNICAL FEES	Ν
12926 ENVIRO PUMP PLUS	130.00	2 Transactions	5		
1034 FULDA FREE PRESS					
01-521-521-0000-6241	89.00	3/31 PARKS AD-MC VISITORS GUID	3055	ADVERTISING & LEGAL NOTICES	3
1034 FULDA FREE PRESS	89.00	1 Transactions	5		
12260 GARY'S SERVICE LLC					
01-065-000-0000-6478	10.00	3/8 WASH-UNIT 141	0298477	OTHER OPERATING SUPPLIES	Y
01-201-000-0000-6478	240.00	3/24 (40) WASHES	0298725	OTHER OPERATING SUPPLIES	Y
12260 GARY'S SERVICE LLC	250.00	2 Transactions	5		
848 GILLETTE/DEVIN					
01-201-000-0000-6331	25.72	3/28-3/31 MEALS-BCA TRNG	WOODBURY	TRAVEL EXPENSES	Ν
848 GILLETTE/DEVIN	25.72	1 Transactions	5		
12850 JONES LAW OFFICE					
01-012-012-0000-6263	120.00	2/8-2/16 51-PR-07-113/AP189031	1976996	LAWYERS	Y
12850 JONES LAW OFFICE	120.00	1 Transactions			
11693 LAKES GAS CO					
01-110-506-0000-6416	112.50	3/17 50.0 GALS PROPANE-GARAGE	ARI663358	NATURAL GAS/PROPANE	Ν
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4/13/22 3:24PM

1 GENERAL

**** Murray County ****



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 4

	r <u>Name</u> Account/Formula	<u>Rpt</u> <u>Accr</u>	<u>Amount</u>	Warrant Description Service	Dates	Invoice # Paid On Bht		
	01-395-395-0000-6416		48.66	3/30 (2) PROPANE CYL		ARI676641	NATURAL GAS/PROPANE	Ν
11693	LAKES GAS CO		161.16		2 Transactions			
40705								
13705	LOFFLER COMPANIES INC		2.20	3/1-3/31 CNTRCT OVRG		3996261	SERVICE AGREEMENTS	Ν
	01-062-000-0000-6342		2.20 29.31	3/1-3/31 CNTRCT OVRG-		3996263	SERVICE AGREEMENTS	N
	01-103-000-0000-6342 01-105-000-0000-6342		29.31 80.28	3/31-3/1 CONTRCT OVRG		3996263	SERVICE AGREEMENTS	N
12705	LOFFLER COMPANIES INC			3/31-3/1 CONTRET OVR	3 Transactions	3990203	SERVICE AGREEIVIEN IS	IN
13705	LOFFLER COMPANIES INC		111.79		3 Transactions			
11521	LYON COUNTY GIS							
	01-061-069-0000-6342		100.00	01/22-02/22 INTRACTV I	HSTG FEE	1096	SERVICE AGREEMENTS	Ν
11521	LYON COUNTY GIS		100.00		1 Transactions			
11534	LYON COUNTY JAIL							
	01-204-000-0000-6356		1,705.00	3/1-3/31 A PARKER		MARCH	BOARDING OF PRISONERS	Ν
	01-204-000-0000-6356		1,705.00	3/1-3/31 T SEDERQUIST		MARCH	BOARDING OF PRISONERS	Ν
	01-204-000-0000-6356		110.00	3/7-3/8 B HAMES		MARCH	BOARDING OF PRISONERS	Ν
	01-204-000-0000-6356		880.00	3/16-3/31 R RODRIGUEZ		MARCH	BOARDING OF PRISONERS	Ν
	01-204-000-0000-6356		880.00	3/16-3/31 J CHACON		MARCH	BOARDING OF PRISONERS	Ν
	01-204-000-0000-6356		220.00	3/16-3/19 B BROWN		MARCH	BOARDING OF PRISONERS	Ν
	01-204-000-0000-6356		220.00	3/16-3/19 K HENRY		MARCH	BOARDING OF PRISONERS	Ν
	01-204-000-0000-6356		165.00	3/21-3/23 L ALONZO		MARCH	BOARDING OF PRISONERS	Ν
11534	LYON COUNTY JAIL		5,885.00		8 Transactions			
12562								
405/0	01-062-000-0000-6342		373.75	3/28-6/27 CNTRCT BASE		9783166	SERVICE AGREEMENTS	Y
12562	MARCO TECHNOLOGIES LLC		373.75		1 Transactions			
10275	MIKE'S PLUMBING & HEATING							
10270	01-110-114-0000-6304		1,957.20	3/26 50-GAL MARATHON	I WTR HTR	21801	BUILDING REPAIRS	Ν
10275	MIKE'S PLUMBING & HEATING	INC	1,957.20		1 Transactions			
7377	MINNESOTA WEST							
	01-281-000-0000-6260		650.00	3/24 ON-SITE FIRE EXT/S	FTY TRN	00266000	PROFESSIONAL & TECHNICAL FEES	Ν
7377	MINNESOTA WEST		650.00		1 Transactions			
5700		ON						
	01-283-283-0000-6342	~ ~ ~	3,642.05	1/1/22-12/31/22 SUA II /		697129	SERVICE AGREEMENTS	Ν
5700	MN DEPT OF TRANSPORTATI	ON	3,642.05		1 Transactions			

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4/13/22 3:24PM

1 GENERAL

**** Murray County ****



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

	<u>Name</u> <u>Account/Formula</u> MORRIS ELECTRONICS INC	<u>Rpt</u> <u>Accr</u>	<u>Amount</u>	<u>Warrant Description</u> <u>Service Dates</u>	<u>Invoice #</u> Paid On Bh	Account/Formula Descripti	<u>1099</u>
	01-201-000-0000-6452		216.00	1/31 (6) PHONEFACTOR LICENSES	20165968	REFERENCE BOOKS, MATERIALS & S	Ν
	01-201-000-0000-6452		204.60	5/30/22-5/29/23 SYMANTEC MSG	20166583	REFERENCE BOOKS, MATERIALS & S	
	01-091-000-0000-6260		23.75	3/30 VPN PHONE FACTOR SET UP	20166843	PROFESSIONAL & TECHNICAL FEES	Ν
11057	MORRIS ELECTRONICS INC		444.35	3 Transactions			
11470	MOTOROLA INC						
	01-283-283-0000-6342		16,410.73	11/1/21-10/31/22 ARMER MAINT	8230364530	SERVICE AGREEMENTS	Ν
11470	MOTOROLA INC		16,410.73	1 Transactions			
7189	MURRAY COUNTY EDITORIA	L GROUP					
	01-002-000-0000-6232		130.00	2/14 PROCEEDINGS 1/18	WHEEL/MCN/FFP	PUBLICATION (MINUTES) & BROCHL	
	01-002-000-0000-6232		84.50	2/14 PROCEEDINGS 1/25	WHEEL/MCN/FFP	PUBLICATION (MINUTES) & BROCHL	Ν
	01-002-000-0000-6232		149.50	2/21 PROCEEDINGS 2/1	WHEEL/MCN/FFP	PUBLICATION (MINUTES) & BROCHL	Ν
	01-002-000-0000-6232		162.50	3/7 PROCEEDINGS 2/15	WHEEL/MCN/FFP	PUBLICATION (MINUTES) & BROCHL	Ν
	01-002-000-0000-6232		130.00	3/7 PROCEEDINGS 2/22	WHEEL/MCN/FFP	PUBLICATION (MINUTES) & BROCHL	
	01-002-000-0000-6232		162.50	3/21 PROCEEDINGS 3/1	WHEEL/MCN/FFP	PUBLICATION (MINUTES) & BROCHL	Ν
	01-041-000-0000-6241		1,423.50	3/7 DELQ TAX LIST	WHEEL/MCN/FFP	ADVERTISING & LEGAL NOTICES	Ν
	01-041-000-0000-6241		1,209.00	3/21 DELQ TAX LIST	WHEEL/MCN/FFP	ADVERTISING & LEGAL NOTICES	Ν
	01-105-000-0000-6241		65.00	2/21 PBLC HRG-MURRAY HWY DEPT	WHEEL/MCN/FFP	ADVERTISING & LEGAL NOTICES	Ν
	01-105-000-0000-6241		71.50	2/28 PBLC HRG-K CARLSON; MURRA	WHEEL/MCN/FFP	ADVERTISING & LEGAL NOTICES	Ν
	01-110-115-0000-6241		58.50	2/28 REQ FOR BIDS-PARKS SHOP	WHEEL/MCN/FFP	ADVERTISING & LEGAL NOTICES	Ν
	01-110-115-0000-6241		58.50	3/7 REQ FOR BIDS-PARKS SHOP	WHEEL/MCN/FFP	ADVERTISING & LEGAL NOTICES	Ν
	01-110-115-0000-6241		58.50	3/14 REQ FOR BIDS-PARKS SHOP	WHEEL/MCN/FFP	ADVERTISING & LEGAL NOTICES	Ν
7189	MURRAY COUNTY EDITORIA	L GROUP	3,763.50	13 Transactions			
1269	MURRAY COUNTY HIGHWAY	DEPT					
	01-065-000-0000-6391		264.90	03/31 92.14 GALS GAS		INTERDEPARTMENTAL - HWY CHA	Ν
	01-110-111-0000-6391		370.00	03/31 SNOW RMVL/RMV SNOW PILE		INTERDEPARTMENTAL - HWY CHA	Ν
	01-110-111-0000-6391		225.00	03/31 SWEEP GRAVEL/HAUL GRVL		INTERDEPARTMENTAL - HWY CHA	Ν
	01-110-115-0000-6391		122.80	03/31 TILE WORK		INTERDEPARTMENTAL - HWY CHA	Ν
	01-201-000-0000-6391		3,901.26	03/31 1356.96 GALS GAS		INTERDEPARTMENTAL - HWY CHA	Ν
	01-521-521-0000-6391		445.08	03/31 154.71 GALS GAS		INTERDEPARTMENTAL - HWY CHA	
	01-521-521-0000-6391		118.70	03/31 29.38 GALS DIESEL		INTERDEPARTMENTAL - HWY CHA	Ν
	01-521-525-0000-6391		70.00	03/31 SIGNING		INTERDEPARTMENTAL - HWY CHA	Ν
1269	MURRAY COUNTY HIGHWAY	DEPT	5,517.74	8 Transactions			
3140	MURRAY COUNTY NEWS						
	01-080-000-0000-6241		30.60	3/9 HLP WNTD-EXT SUPPORT STAFF	3995	ADVERTISING & LEGAL NOTICES	3
	01-080-000-0000-6241		30.60	3/16 HLP WNTD-EXT SUPPORT STAF	3995	ADVERTISING & LEGAL NOTICES	3
		Со	pyright 2010	D-2021 Integrated Financial System	S	14 of 122	

1

4/13/22 3:24PM GENERAL

**** Murray County ****



INTEGRATED FINANCIAL SYSTEMS

Page 6

<u>No.</u>	01-080-000-0000-6241 01-080-000-0000-6241 01-080-000-0000-6241 01-080-000-0000-6241 01-503-560-0000-6241 01-503-503-0000-6241 01-395-397-0000-6241	Rpt Amount Accr Amount 89.40 26.25 26.25 37.20 122.75 122.75 153.00 153.00	Warrant Description Service Dates 3/23 HLP WNTD-FT COUNTY ADMINI 3/23 HLP WNTD-FT S.T. DIRECTOR 3/30 HLP WNTD-FT S.T. DIRECTOR 3/30 HLP WNTD-FT COUNTY ADMINI 3/31 2022 VISITORS GUIDE AD 3/31 2022 VISITORS GUIDE AD 3/31 2022 VISITORS GUIDE AD	Invoice # Paid On Bht 3995 3995 3995 3995 4031 4032 4050	Account/Formula Descripti 1 <u>f # On Behalf of Name</u> ADVERTISING & LEGAL NOTICES ADVERTISING & LEGAL NOTICES	099 3 3 3 3 3 3 3 3 3 3 3
3140	MURRAY COUNTY NEWS	638.80	9 Transactions			
	NEWMAN TRAFFIC SIGNS 01-110-115-0000-6478 NEWMAN TRAFFIC SIGNS	64.67 64.67	4/12 (2) DOG WASTE SIGNS 1 Transactions	038548	OTHER OPERATING SUPPLIES	N
10803 10803	RADKE/LUCAS 01-201-000-0000-6563 RADKE/LUCAS	910.52 910.52	4/2 (4) TIRES/MT/BAL/STEMS-157 1 Transactions	31825	TIRES & TUBES	Y
13718 13718	ROWDY'S AUTO & TRUCK PAR 01-521-521-0000-6561 01-521-521-0000-6561 ROWDY'S AUTO & TRUCK PAR	208.93 56.45	3/9 OIL/FILTERS-PICKUPS/MWRS/D 3/9 OIL FILTERS-PICKUPS/DUMP T 2 Transactions	195330 195331	OIL-GREASE-ANTIFREEZE-WINDSH OIL-GREASE-ANTIFREEZE-WINDSH	
11504 11504	SLAYTON BAKERY 01-601-000-0000-6411 SLAYTON BAKERY	118.00 118.00	3/25 CAKE-N PIESKE RETIREMENT 1 Transactions		FOOD & BEVERAGES	3
	SOUTHWEST HEALTH & HUMA 01-481-000-0000-6844 SOUTHWEST HEALTH & HUMA	31,082.75	2ND QTR 2022 TAX LEVY 1 Transactions	99900-00	APPROPRIATIONS - COMMUNITY H	N
11469	STAPLES CONTRACT AND COM 01-041-000-0000-6241 01-062-000-0000-6401 01-101-101-0000-6401 01-041-000-0000-6401 01-080-000-0000-6401 01-101-101-0000-6401 01-105-000-0000-6401 01-601-000-0000-6401	IMERCIAL 7.35 16.62 13.09 5.60 196.89 68.54 37.98 196.89 43.02	3/21 RECEIPT PAPER 3/21 MINI BNDR CLPS/PENS/LEAD 3/21 COPY STAMP 3/21 .7MM LEAD REFILL 3/23 HP 147A BLACK TONER CART 3/25 FLDRS/STAMPER/LBLS/FSTNRS 2/25 RED INK CART 3/9 HP 147A BLACK TONER CART 3/3 PERM MRKRS/VIEW BNDRS/CRCT	3504389762 3504389762 3504389762 3504389762 3504389764 3504389766 3504389768 3504389769 3504389771	ADVERTISING & LEGAL NOTICES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	N N N N N N

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1 GENERAL

**** Murray County ****



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 7

<u>No.</u>	Name Account/Formula Account/ 01-601-000-0000-6401 01-601-000-0000-6401 01-601-000-0000-6401 STAPLES CONTRACT AND COMMENT 01-000-0000-6401 01-000-0000-6401	19.61 15.54	Warrant Description Service Dates 3/17 CORK BOARD/PASTEL PAPER 3/17 PASTEL PAPER/PAPER CLIPS 11 Transactions	<u>Invoice #</u> <u>Paid On Bhf</u> 3504389773 3504389775	Account/Formula Descripti 1 <u>#</u> On Behalf of Name OFFICE SUPPLIES OFFICE SUPPLIES	099 N N
	STATE OF MN-DEPT OF CORRECTI 01-252-000-0000-6260 STATE OF MN-DEPT OF CORRECTI	27,589.44	07/21-12/21 PROBATION/PAROLE 1 Transactions	697112	PROFESSIONAL & TECHNICAL FEES	N
	STATE OF MN-MNIT 01-061-061-0000-6264 01-283-283-0000-6201 STATE OF MN-MNIT	829.10 103.46 932.56	03/22 COLLABORATION 03/22 INTERNET 2 Transactions	DV22030370 DV22030370	DATA PROCESSING SERVICES TELEPHONE & TELEGRAPH	N N
	THE COMPUTER MAN INC 01-201-000-0000-6480 THE COMPUTER MAN INC	1,702.03 1,702.03	3/30 HP ZBOOK MOBILE WRKSTN 1 Transactions	289990	SMALL EQUIPMENT PURCHASES	N
	THE MCDOWELL AGENCY INC 01-080-000-0000-6260 THE MCDOWELL AGENCY INC	214.00 214.00	3/31 BACKGROUND VERIFICATION F 1 Transactions	138171	PROFESSIONAL & TECHNICAL FEES	N
	TRI COUNTY RECYCLING CENTER 01-391-398-0000-6366 TRI COUNTY RECYCLING CENTER	3,890.20 3,890.20	03/22 RECYCL CTR SERVICES 1 Transactions		RECYCLING FEES	N
	VAULT HEALTH 01-080-000-0000-6260 VAULT HEALTH	525.15 525.15	4/4 NON-DOT DRUG SCREEN 1 Transactions	FL00501433	PROFESSIONAL & TECHNICAL FEES	6
1088 1088	WEST PUBLISHING CORPORATION 01-091-000-0000-6452 WEST PUBLISHING CORPORATION	1,007.77 1,007.77	03/21 WESTLAW PROFLEX 1 Transactions	846131881	REFERENCE BOOKS, MATERIALS & S	N
1065	WHEEL HERALD 01-080-000-0000-6241 01-080-000-0000-6241 01-080-000-0000-6241 01-395-397-0000-6241 01-395-397-0000-6241 01-080-000-0000-6241	47.00 40.60 173.80 331.80 331.80 41.60	3/7 HLP WNTD-EXT SUPPORT STF 3/21 HLP WNTD-S.T. DIRECTOR 3/28 HLP WNTD-COUNTY ADMINISTR 3/7 RECYCLING AD 3/21 SPRING CLEANING EVENT 4/9 2/7 HLP WNTD-S.T. MEAL SRVRS	19309 19309 19309 19309 19309 19312	ADVERTISING & LEGAL NOTICES ADVERTISING & LEGAL NOTICES	N N N N
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16 of 122

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4/13/22 3:24PM 1 GENERAL

**** Murray County ****

FINANCIAL SYSTEMS

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendo	r <u>Name</u>	<u>Rpt</u>		Warrant Description	Invoice #	Account/Formula Descrip	ti <u>1099</u>
<u>No.</u>	Account/Formula	Accr	<u>Amount</u>	Service Dates	<u>Paid On Bh</u>	f # On Behalf of Name	
	01-080-000-0000-6241		38.00	2/7 HLP WNTD-FT DISPTCH/JAILER	19312	ADVERTISING & LEGAL NOTICES	Ν
	01-080-000-0000-6241		40.00	2/14 HLP WNTD-MUSEUM/EOL	19312	ADVERTISING & LEGAL NOTICES	Ν
	01-080-000-0000-6241		31.00	2/28 HLP WNTD-MUSEUM ASTNT	19312	ADVERTISING & LEGAL NOTICES	Ν
	01-080-000-0000-6241		35.40	2/28 HLP WNTD-SEASNL SURVEY TE	19312	ADVERTISING & LEGAL NOTICES	Ν
	01-080-000-0000-6241		31.00	2/28 HLP WNTD-SEASNL PARKS	19312	ADVERTISING & LEGAL NOTICES	Ν
	01-395-397-0000-6241		331.80	2/7 RECYCLING AD	19312	ADVERTISING & LEGAL NOTICES	Ν
1065	WHEEL HERALD		1,473.80	12 Transaction	S		
9269	WITZEL PRONTO AUTO PAR	2TS					
	01-201-000-0000-6562		19.80	3/25 WIPER BLADES-UNIT 166	13080-1	AUTO & EQUIPMENT REPAIRS &	SUF N
9269	WITZEL PRONTO AUTO PAR	2TS	19.80	1 Transaction	S		
1 Fund Total	:		118,294.19	GENERAL	43 Ve	endors 123 Transactio	ns

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4/13/22 3:24PM 10 ROAD AND BRIDGE

**** Murray County ****



INTEGRATED FINANCIAL SYSTEMS

Page 9

	- <u>Name</u> <u>Account/Formula</u>	<u>Rpt</u> <u>Accr</u>	<u>Amount</u>	Warrant Description Service Dates	<u>Invoice #</u> Paid On Bhf	Account/Formula Descripti 1 # On Behalf of Name	<u>099</u>
13092	AMAZON CAPITAL SERVICES IN	NC					
	10-340-000-0000-6562		279.99	4/6 FOOKOO WIRELESS BKUP CMRA	1LPL-P6VG-PRV6	AUTO & EQUIPMENT REPAIRS & SUF	Ν
	10-340-000-0000-6557		48.66	4/6 GRINDING WHEELS-STUMP GRND	1TQH-X44F-11PK	SHOP MATERIALS	Ν
	10-310-000-0000-6480		99.99	4/3 SAMSUN 860 EVO INTRNL SSD	1VP6-6VNJ-F47R	SMALL EQUIPMENT PURCHASES	Ν
	10-310-000-0000-6480		232.78	3/27 OWC 16GB RDIMM MEMORY	1WG7-FJ4N-9GQ3	SMALL EQUIPMENT PURCHASES	Ν
13092	AMAZON CAPITAL SERVICES IN	NC	661.42	4 Transactions			
13561	ARAMARK UNIFORM & CAREE	R APPAREL					
	10-340-000-0000-6359		88.02	3/2 LAUNDRY	256000090393	LAUNDRY SERVICE	Ν
	10-340-000-0000-6359		108.54	3/9 LAUNDRY	256000092980	LAUNDRY SERVICE	Ν
	10-340-000-0000-6359		112.82	3/16 LAUNDRY	256000095229	LAUNDRY SERVICE	Ν
	10-340-000-0000-6359		152.39	3/23 LAUNDRY	256000097763	LAUNDRY SERVICE	Ν
	10-340-000-0000-6359		90.82	3/30 LAUNDRY	256000100198	LAUNDRY SERVICE	Ν
13561	ARAMARK UNIFORM & CAREE	r apparel	552.59	5 Transactions			
12790	CLEAN SWEEP INDUSTRIES INC	;					
	10-340-000-0000-6557		119.00	4/1 (5) GALS WASH AND WAX	6003	SHOP MATERIALS	Ν
12790	CLEAN SWEEP INDUSTRIES INC		119.00	1 Transactions			
	COUNTIES PROVIDING TECHNO	OLOGY					
	10-310-000-0000-6342		628.00	04/22 HIGHWAY COSTING		SERVICE AGREEMENTS	Ν
	10-310-000-0000-6342		250.00	04/22 PRO-RATE SH ISERIES USAG		SERVICE AGREEMENTS	Ν
13060	COUNTIES PROVIDING TECHNO	OLOGY	878.00	2 Transactions			
2186	CRYSTEEL TRUCK EQUIPMENT	INC					
	10-340-000-0000-6562		185.00	3/14 6" LED LIGHTS #470	LP208904	AUTO & EQUIPMENT REPAIRS & SUF	Ν
2186	CRYSTEEL TRUCK EQUIPMENT	INC	185.00	1 Transactions			
523	CURRIE CITY TREASURER						
	10-340-000-0000-6253		98.31	03/22 WATER/SEWER-GARAGE	149	WATER & SEWER	Ν
523	CURRIE CITY TREASURER		98.31	1 Transactions			
9456	FRONTIER PRECISION INC						
	10-330-000-0000-6501		261.60	3/22 (48)CANS MARKING PAINT	249688	ENGINEERING & SURVEYING SUPPLI	Ν
9456	FRONTIER PRECISION INC		261.60	1 Transactions			
12681	HOUSTON ENGINEERING INC						
	10-330-000-0000-6265		8,097.75	3/26 ENGINERING VALHALLA RD	0059017	CONSULTING ENGINEERS	Ν
12681	HOUSTON ENGINEERING INC		8,097.75	1 Transactions			

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4/13/22 3:24PM

10 ROAD AND BRIDGE

**** Murray County ****



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 10

	[•] <u>Name</u> Account/Formula	<u>Rpt</u> Accr A	mount	<u>Warrant Description</u> Service Dates	<u>Invoice #</u> Paid On Bh	Account/Formula Descripti 1 f # On Behalf of Name	099
	LAWSON PRODUCTS INC					<u> </u>	
	10-340-000-0000-6562		874.32	3/22 BITS/PAINT/NUTS/BOLTS	9309406214	AUTO & EQUIPMENT REPAIRS & SUF	N
	10-340-000-0000-6562		393.46	3/25 HED NUT/PLOW BOLT	9309410615	AUTO & EQUIPMENT REPAIRS & SUF	N
11415	LAWSON PRODUCTS INC	1	,267.78	2 Transactio	ons		
13705	LOFFLER COMPANIES INC						
10700	10-310-000-0000-6480	4	,730.16	3/8 IMAGERUNNER COPIER/SCANNER	3998015	SMALL EQUIPMENT PURCHASES	Ν
13705	LOFFLER COMPANIES INC		,730.16	1 Transactio			
11996	MILLER SELLNER SLAYTON LL	_C					
	10-340-000-0000-6562		32.17	3/24 OIL SAMPLE TEST KIT #470	82381L	AUTO & EQUIPMENT REPAIRS & SUF	Y
	10-340-000-0000-6562		36.50	3/24 OIL SAMPLE TEST KIT #470	82439L	AUTO & EQUIPMENT REPAIRS & SUF	Y
11996	MILLER SELLNER SLAYTON LL	_C	68.67	2 Transactio	ons		
7189	MURRAY COUNTY EDITORIA	L GROUP					
	10-330-000-0000-6241		52.00	3/14 REQ FOR BIDS-BIT SEAL COA	MCN/FFP ONLY	ADVERTISING & LEGAL NOTICES	N
	10-330-000-0000-6241		52.00	3/21 REQ FOR BIDS-BIT SEAL COA	MCN/FFP ONLY	ADVERTISING & LEGAL NOTICES	N
	10-330-000-0000-6241		91.00	2/7 ENV ASMT-CSAH 13	WHEEL/MCN/FFP	ADVERTISING & LEGAL NOTICES	N
	10-330-000-0000-6241		104.00	3/7 REQ FOR BIDS-BIT SEAL COAT	WHEEL/MCN/FFP	ADVERTISING & LEGAL NOTICES	N
7189	MURRAY COUNTY EDITORIA	L GROUP	299.00	4 Transactio	ons		
12503	NEWMAN TRAFFIC SIGNS						
	10-320-000-0000-6503		209.31	3/25 (4000) SIGN WASHERS	TRFINV038286	TRAFFIC SIGNS	Ν
12503	NEWMAN TRAFFIC SIGNS		209.31	1 Transactio	ons		
12473	NORTHERN STATES SUPPLY I	NC					
	10-340-000-0000-6555		216.25	4/6 2-SPD CORDLESS GREASE GUN	1590170	TOOLS	Ν
12473	NORTHERN STATES SUPPLY I	NC	216.25	1 Transactio	ons		
13718	ROWDY'S AUTO & TRUCK PA	RTS LLC					
	10-340-000-0000-6562		62.38	3/1 FILTER #470	195219	AUTO & EQUIPMENT REPAIRS & SUF	Υ
	10-340-000-0000-6562		119.27	3/9 600103 FUEL FILTER	195350	AUTO & EQUIPMENT REPAIRS & SUF	Υ
	10-340-000-0000-6562		40.89	3/9 7909 OIL FILTER	195350	AUTO & EQUIPMENT REPAIRS & SUF	Υ
	10-340-000-0000-6562		160.06	3/10 P634517 AIR FILTER	195363	AUTO & EQUIPMENT REPAIRS & SUF	Υ
	10-340-000-0000-6562		26.37	3/17 6663 AIR FILTER	195511	AUTO & EQUIPMENT REPAIRS & SUF	Y
	10-340-000-0000-6562		40.82	3/17 9437 AIR FILTER	195511	AUTO & EQUIPMENT REPAIRS & SUF	Y
	10-340-000-0000-6562		24.14	3/22 1056 OIL FILTER	195600	AUTO & EQUIPMENT REPAIRS & SUF	Y
	10-340-000-0000-6562		24.62	3/22 6438 AIR FILTER	195600	AUTO & EQUIPMENT REPAIRS & SUF	Y
	10-340-000-0000-6562		16.58	3/31 AIR FILTER-BLOWER	195720	AUTO & EQUIPMENT REPAIRS & SUF	
	10-340-000-0000-6562		36.65	3/31 1792XE OIL FILTER	195734	AUTO & EQUIPMENT REPAIRS & SUF	Υ
						10 of 122	

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4/13/22 3:24PM

10 ROAD AND BRIDGE

**** Murray County ****



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

	<u>Name</u> <u>Account/Formula</u> ROWDY'S AUTO & TRUCK PAR	Rpt Accr Amount TS LLC 551.78	<u>Warrant Description</u> <u>Service Dates</u> 10 Transa	Invoice # Paid On actions	Account/Formula De Bhf # On Behalf of Na	
13954 13954	ROWDY'S RADIATOR & REPAIR 10-340-000-0000-6562 ROWDY'S RADIATOR & REPAIR	31.14	3/23 PUSH LOCKS/COUPLER #70 1 Transa	19502 actions	AUTO & EQUIPMENT REPA	AIRS & SUF Y
11814 11814	ROYAL TIRE INC 10-340-000-0000-6563 ROYAL TIRE INC	1,298.38 1,298.38	3/29 (2) 385/65R22.5 TIRES #50 1 Transa	310-93024 actions	TIRES & TUBES	Ν
3598 3598	SHARE CORPORATION 10-340-000-0000-6557 SHARE CORPORATION	232.20 232.20	4/7 HOSE PROTECTORS-SHOP 1 1 Transa	197838 actions	SHOP MATERIALS	Ν
13652	STURDEVANTS AUTO PARTS 10-340-000-0000-6562 10-340-000-0000-6562 10-340-000-0000-6557 10-340-000-0000-6561 10-340-000-0000-6304 10-340-000-0000-6562 10-340-000-0000-6562 10-340-000-0000-6562 10-340-000-0000-6562 10-340-000-0000-6562 10-340-000-0000-6562 10-340-000-0000-6562 10-340-000-0000-6562 STURDEVANTS AUTO PARTS	269.01 118.81 126.84 44.28 16.89 198.36 27.63 3.59 32.64 135.52 13.18 68.05 23.25 23.25 23.25 1,101.30	3/4 BATTER/CORE #50 3/4 BATTER/CORE #10 3/8 TORK BLUE BOX 3/8 WASHER FLUID 3/8 POWERATED BELT-E SHOP 3/9 PARTS #94 3/9 POWER BELT-SHOP 1 3/16 DOOR EDGE #470 3/16 PARTS #97 MILLING MACHIN 3/21 PARTS #58 3/4 TIRE GAGE/AIR CHUCK 3/29 PRESSURE SWITCH #50 3/31 SEALS #813 3/31 SEALS #814	216910 217179 217539 217778 217778	AUTO & EQUIPMENT REPA AUTO & EQUIPMENT REPA SHOP MATERIALS OIL-GREASE-ANTIFREEZE BUILDING REPAIRS AUTO & EQUIPMENT REPA BUILDING REPAIRS AUTO & EQUIPMENT REPA AUTO & EQUIPMENT REPA SHOP MATERIALS AUTO & EQUIPMENT REPA AUTO & EQUIPMENT REPA	AIRS & SUF N N E-WINDSH N AIRS & SUF N
13652	TRUEMAN WELTERS INC 10-320-000-0000-6650	6,598.00	4/1 TILLER FOR #470	EB23654	EQUIPMENT PURCHASES	Ν
12921	10-320-000-0000-6650 TRUEMAN WELTERS INC	9,153.00 15,751.00	4/1 SEEDER FOR #470 2 Transa	EB23654 actions	EQUIPMENT PURCHASES	N
10 Fund Tota	il:	36,610.64	ROAD AND BRIDO	GE 2	0 Vendors 56 Trans	sactions

4/13/22 3:24PM 18 EDA

**** Murray County ****



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

	- <u>Name</u> <u>Account/Formula</u>	<u>Rpt</u> <u>Accr</u>	<u>Amount</u>	Warrant Description Service Dates	<u>Invoice #</u> <u>Paid On Bh</u>	Account/Formula Descri	<u>pti 1099</u>
11374 11374	FORUM COMMUNICATIONS C 18-881-000-0000-6241 FORUM COMMUNICATIONS C		180.00 180.00	3/2-3/30 WHAT'S ON WHEN ADS 1 Transaction	MP4070900322 s	ADVERTISING & LEGAL NOTIC	ES N
3140 3140	MURRAY COUNTY NEWS 18-881-000-0000-6241 MURRAY COUNTY NEWS		245.50 245.50	3/31 2022 VISITORS GUIDE AD 1 Transaction	4030 S	ADVERTISING & LEGAL NOTICI	ES 3
10808 10808	SLAYTON AREA CHAMBER O 18-881-000-0000-6241 SLAYTON AREA CHAMBER O		75.00 75.00	3/19 FARM & HOME SHOW 1 Transaction	2001 S	ADVERTISING & LEGAL NOTICI	ES N
913 913	WETTSCHRECK/JUSTINE 18-881-000-0000-6331 WETTSCHRECK/JUSTINE		29.25 29.25	4/2 LEGISLATIVE BRKFST-WGTN 1 Transaction	50 MI/.585 s	TRAVEL EXPENSES	Ν
18 Fund Tota	al:		529.75	EDA	4 Vei	ndors 4 Transaction	S

4/13/22 3:24PM 21 DITCH

**** Murray County ****



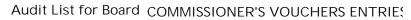
Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

		<u>Rpt</u>	A	Warrant Description				99
<u>No.</u> <u>Acc</u>	ount/Formula	<u>Accr</u>	<u>Amount</u>	Service Dates	Paid On Bhf #	<u># On Bena</u>	alf of Name	
1269 MU	IRRAY COUNTY HIGHWAY [DEPT						
21-8	67-000-0000-6391		54.28	03/31 18.88 GALS GAS	I	NTERDEPARTM	ENTAL - HWY CHA	N
1269 MURRAY COUNTY HIGHWAY DEPT		DEPT	54.28	1 Transaction	S			
21 Fund Total:			54.28	DITCH	1 Vendo	ors	1 Transactions	

4/13/22 3:24PM

55 SUNRISE TERRACE HOUSIN

**** Murray County ****



Page 14

INTEGRATED FINANCIAL SYSTEMS

	<u>Name</u>	<u>Rpt</u>		Warrant Description	Invoice #		mula Descripti	<u>1099</u>
<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	Service Dates	<u>Paid On Bh</u>	<u>nf #On Beh</u>	<u>alf of Name</u>	
13216	ALMICH'S MARKET							
	55-890-000-0000-6412		8.33	3/11 P TOWELS		CUSTODIAL/CL	EANING SUPPLIES	Ν
	55-890-000-0000-6412		14.46	3/18 DSHWSHR/GLADLOCK BAGS		CUSTODIAL/CL	EANING SUPPLIES	Ν
	55-890-000-0000-6412		6.08	3/25 ELECTRASOL		CUSTODIAL/CL	EANING SUPPLIES	Ν
	55-890-000-0000-6460		26.89	3/4 POP/BUGELS/CRACKERS/POPCOR		RECREATION/A	CTIVITY SUPPLIES	Ν
	55-890-000-0000-6460		24.18	3/11 POP/COOKIES/CAKE CUP CONE		RECREATION/A	CTIVITY SUPPLIES	Ν
	55-890-000-0000-6460		15.40	3/18 POP		RECREATION/A	CTIVITY SUPPLIES	Ν
	55-890-000-0000-6478		16.38	3/25 POP/ICE CRM BARS		OTHER OPERAT	ING SUPPLIES	Ν
	55-890-000-0000-6411		26.60	3/4 MILK/JUICE	MEALS	FOOD & BEVER	AGES	Ν
	55-890-000-0000-6411		24.66	3/11 MILK	MEALS	FOOD & BEVER	AGES	Ν
	55-890-000-0000-6411		16.77	3/18 MILK	MEALS	FOOD & BEVER	AGES	Ν
	55-890-000-0000-6411		21.41	3/25 MILK/JUICE	MEALS	FOOD & BEVER	AGES	Ν
	55-890-000-0000-6478		3.48	3/4 NAPKINS	MEALS	OTHER OPERAT	ING SUPPLIES	Ν
	55-890-000-0000-6478		3.47	3/11 NAPKINS	MEALS	OTHER OPERAT	ING SUPPLIES	Ν
	55-890-000-0000-6478		3.47	3/18 NAPKINS	MEALS	OTHER OPERAT	ING SUPPLIES	Ν
	55-890-000-0000-6478		4.31	3/25 NAPKINS/TOOTHPICKS	MEALS	OTHER OPERAT	ING SUPPLIES	Ν
13216	ALMICH'S MARKET		215.89	15 Transaction	S			
12316	AP DESIGN							
	55-890-000-0000-6401		20.00	3/20 RETIREMENT PLAQUE-C VELDH	79286	OFFICE SUPPLIE	S	Ν
12316	AP DESIGN		20.00	1 Transaction	S			
55 Fund Tota	il:		235.89	SUNRISE TERRACE HOL	JSING 2 Ve	ndors	16 Transactions	

4/13/22 3:24PM 92 SAWS (NEW)

**** Murray County ****

INTEGRATED FINANCIAL SYSTEMS

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor <u>I</u> <u>No.</u> <u>A</u>	<u>Name</u> ccount/Formula	<u>Rpt</u> <u>Accr</u>	Amount	Warrant Desc	<u>cription</u> <u>Service Dates</u>	<u>Invoice #</u> <u>Paid On Bh</u>		ormula Descripti half of Name	1099
92	COUNTIES PROVIDING TECH 2-392-000-0000-6342 COUNTIES PROVIDING TECH		159.00 159.00	04/22 SEWER	1 Transacti	ions	SERVICE AGR	EEMENTS	Ν
92 Fund Total:			159.00		SAWS (NEW)	1 Ver	dors	1 Transactions	
Final To	otal:	15	55,883.75	71 \	Vendors	201 Transactions			

4/13/22

3:24PM

**** Murray County ****

INTEGRATED FINANCIAL SYSTEMS

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Recap by Fund	Fund	<u>AMOUNT</u>	<u>Name</u>		
	1	118,294.19	GENERAL		
	10	36,610.64	ROAD AND BRIDGE		
	18	529.75	EDA		
	21	54.28	DITCH		
	55	235.89	SUNRISE TERRACE HO	DUSING	
	92	159.00	SAWS (NEW)		
	All Funds	155,883.75	Total	Approved by,	

MURRAY COUNTY

REQUEST FOR BOARD ACTION

Requested Board Date: April 19, 2022	Item: Ditch Bills for Approval		
Originating Department: Auditor-Treasurer	Presenter: Heidi Winter		
Requested Agenda Placement: □ Consent Agenda ⊠ Regular Agenda	Amount of Time Needed: 10 minutes		
If requesting to expend funds, is the expenditure budgeted? □ Yes □ No If "Yes", please include the account code: Codes are included in the list below	Attending Meeting: ⊠ In Person □Via Phone		

Background:

Review of ditch bills and authorization for payment.

Board Action Requested (Include a sample motion whenever possible):

It was moved by _____ seconded by _____ and passed to approve the report of bills for payment of the Murray County Drainage Authority as follows:

Prairie View Fa	rms			
21-677-6260	CD 24	700.00	#2021-034	ok'd T. Radke 4-8-2022
21-845-6260	JD 20	660.00	#2021-034	ok'd T. Radke 4-8-2022
	Subtotal	1,360.00		
	Total Ditch Bills _	1,360.00		

List Supporting Documents:

Copy of invoice and petition will be available at the meeting

MURRAY COUNTY REQUEST FOR BOARD ACTION

Requested Board Date: April 19, 2022	Item: Accept Donation-Murray County Corn and Soybean Growers		
Originating Department: Auditor-Treasurer	Presenter: Heidi E. Winter		
Requested Agenda Placement:Image: Consent AgendaImagendaImage: Consent AgendaImagenda	Amount of Time Needed: 2 minutes		
If requesting to expend funds, is the expenditure budgeted? □ Yes □ No If "Yes", please include the account code:	Attending Meeting:☑ In Person□ Via Phone		

Background

Board Action Requested (Include a sample motion whenever possible):

It was moved by _____, seconded by _____ and passed to accept a \$730.56 donation from the Murray County Corn and Soybean Growers for a set of soy tires in the Sheriff's Office (receipt code: 01-201-5760).

List Supporting Documents: None

MURRAY COUNTY

REQUEST FOR BOARD ACTION

Requested Board Date: April 19, 2022	Item : Approve Application of Westbrook Firemen Relief Association LG230 for Off Site Gambling	
Originating Department: Auditor-Treasurer	Presenter: Heidi E. Winter	
Requested Agenda Placement: □ Consent Agenda ⊠ Regular Agenda	Amount of Time Needed: 5 minutes	
If requesting to expend funds, is the expenditure budgeted? □ Yes □ No If "Yes", please include the account code:	Attending Meeting:⊠ In Person□ Via Phone	

Background

The Westbrook Firemen Relief Association is requesting that the Board approve a Local Unit of Government Acknowledgment for an LG230 Application to Conduct Off-Site Gambling for a raffle that will take place on June 5, 2022 in conjunction with "fun shoot" with the Westbrook and Walnut Grove Fire Departments and the Westbrook Walnut Grove Trap Team.

Board Action Requested (Include a sample motion whenever possible):

Approval of LG230 for the Westbrook Firemen Relief Association and waiving requirement for township approval. Motion for consideration:

It was moved by ____, seconded by ____ and passed to approve the Local Unit of Government Acknowledgment for an LG230 Application to Conduct Off-Site Gambling for the Westbrook Firemen Relief Association for a raffle at The Tracy Sportsman's Club (2 Tepeeotah Road) on June 5, 2022, further moving to waive the requirement for Township acknowledgment.

List Supporting Documents: None

MINNESOTA LAWFUL GAMBLING LG230 Application to Conduct Off-Site Gambling

ORGANIZATION INFORMATION

Organization Name:	License Number:
Address: C	ity:, MN Zip:
Chief Executive Officer (CEO) Name:	Daytime Phone:
Gambling Manager Name:	Daytime Phone:
GAMBLING ACTIVITY	
Twelve off-site events are allowed each calendar year not to exceed	d a total of 36 days.
From/ to/	
Check the type of games that will be conducted:	
Raffle Pull-Tabs Bingo	Tipboards Paddlewheel
GAMBLING PREMISES	
Name of location where gambling activity will be conducted:	
Street address and City (or township): • Do not use a post office box. • If no street address, write in road designations (example:	
Does your organization own the gambling premises?	
Yes If yes, a lease is not required.	
No If no, the lease agreement below must be complete	d, and signed by the lessor.
LEASE AGREEMENT FOR OFF-SITE ACTIVITY (a l	ease agreement is not required for raffles)
Rent to be paid for the leased area: \$ (if nor	ne, write "0")
 All obligations and agreements between the organization and the le Any attachments must be dated and signed by both the les This lease and any attachments is the total and only agree gambling activities. 	
Other terms, if any:	
Lessor's Signature:	Date:
Print Lessor's Name:	
CONTINUE	
	29 of 122

Acknowledgment by Local Unit of Government: Approval by Resolution				
CITY APPROVAL for a gambling premises located within city limits			COUNTY APPROVAL for a gambling premises located in a township	
City Name:			County Name:	
Date Appr	roved by City Council:		Date Approved by County Board:	
Resolution (If none, a	n Number: attach meeting minutes.)		Resolution Number:	
Signature	of City Personnel:		Signature of County Personnel:	
	Local unit of government must sign.		TOWNSHIP NAME: Complete below only if required by the county. On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.)	
			Print Township Name: Signature of Township Officer:	
			Title: Date Signed:	
CHIEF EXECUTIVE OFFICER (CEO) ACKNOWLE				
If the CEO has changed and the current CEO has not filed a LG20 Board, he or she must do so at this time. I have read this application, and all information is true, accurate, stated in this application.		rue, accurate,	and complete and, if applicable, agree to the lease terms as	
Signature of CEO (must be CEO's signature; designee may not sign) Date				
Mail or fax to: Minnesota Gambling Control Board Suite 300 South 1711 West County Road B Roseville, MN 55113 Fax: 651-639-4032			No attachments required. Questions? Contact a Licensing Specialist at 651-539-1900.	
This publication will be made available in alternative format (i.e. large print, braille) upon request.				
Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public.		Board) to n lawful right to refuse uses to supply our use to issue a sted, the Board tion when e private data When the	If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor; national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.	

MURRAY COUNTY

REQUEST FOR BOARD ACTION

Requested Board Date: April 19, 2022	Item: 2022 Redistricting Update	
Originating Department: Auditor-Treasurer	Presenter: Heidi E. Winter	
Requested Agenda Placement: □ Consent Agenda ⊠ Regular Agenda	Amount of Time Needed: 10 minutes	
If requesting to expend funds, is the expenditure budgeted? □ Yes □ No If "Yes", please include the account code: n/a	Attending Meeting:☑ In Person□ Via Phone	

Background:

Redistricting is the process of redrawing the boundaries of election districts to ensure that the people of each district are equally represented. 2022 is a redistricting year in Minnesota.

- The process starts with the release of the legislative redistricting. These were released on February 15, 2022. Murray County remains in Congressional District 7 and will redistrict (as a whole county) to MN Senate District 21 and MN House District 21A.
- 2. The next step was for municipalities to reestablish their precinct boundaries and designate polling places by March 29, 2022. There were no changes to any of the precinct boundaries.
- 3. The county then reviews municipal precinct boundaries, population shifts and determines if there is a need to make modifications to County Commissioner District. No changes are needed for Murray County Commissioner Districts for 2022.

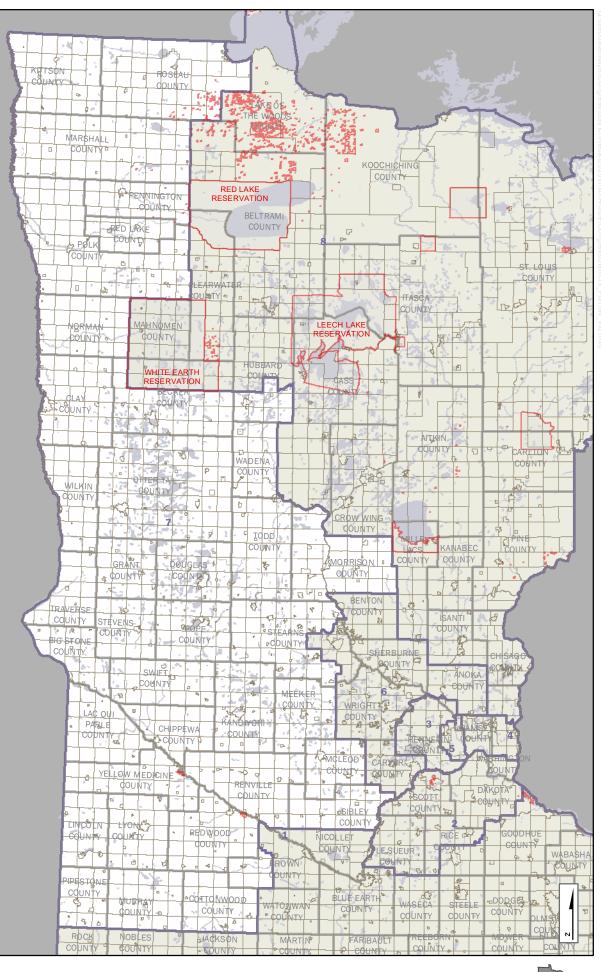
Next Steps:

- 1. By May 3, 2022 Publish notice of new election district lines (this includes legislative districts)
- 2. By May 3, 2022 File county plan with Secretary of State

Board Action Requested (Include a sample motion whenever possible): NONE

List Supporting Documents:

Map of Congressional District 7 Map of State Senate District 21 Map of State Senate District 21A Murray County redistricting data



100





Local Road



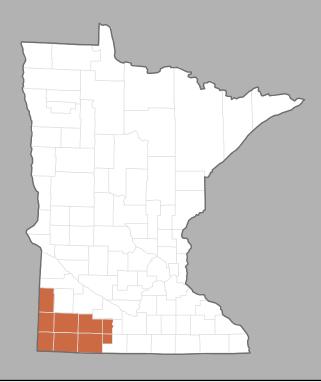
Lakes & Streams

Congressional District 7

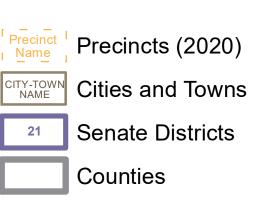
Miles

32 of 122 **III** LCC-GIS February 2022





Interstate Hwy	У
US Hwy	
—— State Hwy	
—— Ramps	
—— County Road	
—— Local Road	



Cities and Towns ²¹ Senate Districts Counties

American Indian Reservation Lakes & Streams Parks

Senate District 21

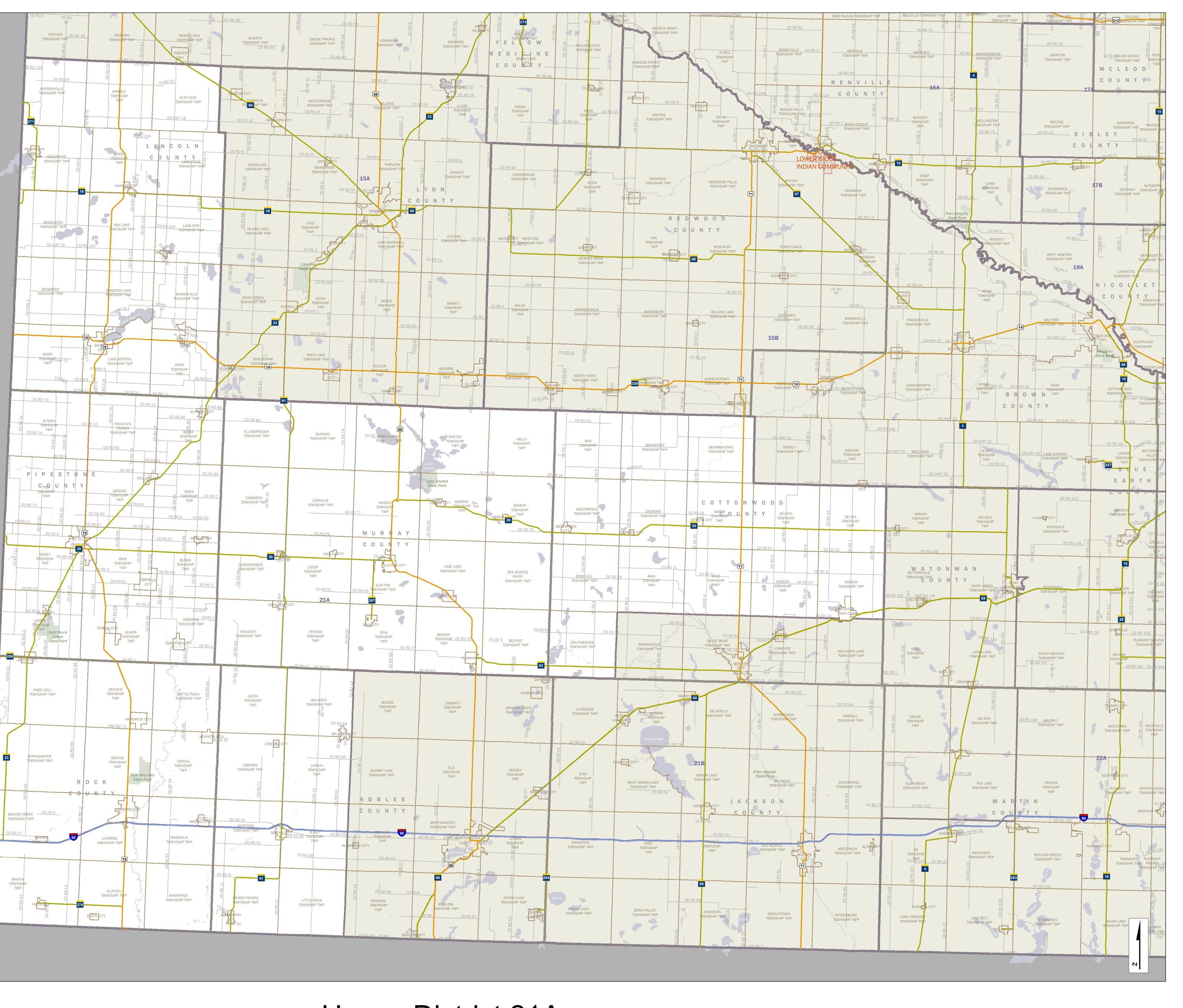
With Precincts (2020)

This map shows the Legislative Districts ordered by the Minnesota Supreme Court Special Redistricting Panel in the matter of Wattson, et al, Sachs, et al v. Simon, et al (A21-0243, A21-0546), on February 15, 2022. Base data and features used in this plan are derived from the 2020 TIGER files prepared by the U.S. Census Bureau.

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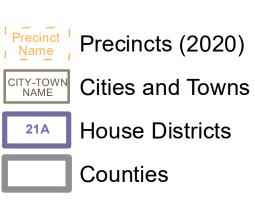
Miles







 Interstate Hwy
 US Hwy
 State Hwy
 Ramps
 County Road
 Local Road



CITY-TOWN Cities and Towns ^{21A} House Districts Counties

NAME

American Indian Reservation Lakes & Streams Parks

House District 21A

With Precincts (2020)

This map shows the Legislative Districts ordered by the Minnesota Supreme Court Special Redistricting Panel in the matter of Wattson, et al, Sachs, et al v. Simon, et al (A21-0243, A21-0546), on February 15, 2022. Base data and features used in this plan are derived from the 2020 TIGER files prepared by the U.S. Census Bureau.

0 2.25 4.5

Miles

22.5



2022 Murray County, MN Redistricting Data

Is redistricting required?

Two calculations can help answer that question: the 10% Variation Test, and the Majority of Least Populous Dist Have Majority of Population Test.

Raw populations

	Variation Test (and variance if over/under)	Majority of Least Pop Dist have
--	---	---------------------------------

District	20)12 Pop 20	020 Pop
	1	1503	1562
	2	1772	1511
	3	1519	1496
	4	2153	2013
	5	1778	1597
Total		8725	8179
Average		1745	1635.8
10% of Av	rerage	174.5	163.58

20	20 Population b	y District
Ur	der 10%	-
Ur	der 10%	
Ur	der 10%	
0	ver 10%: 377.2	
Ur	der 10%	

Rank (largest to smallest)		Smallest 3 Districts	Largest 2 Districts	
	3	1562		
	4	1511		
	5	1496		
	1			201
	2			159
Totals		4569		361
		Test Passed		

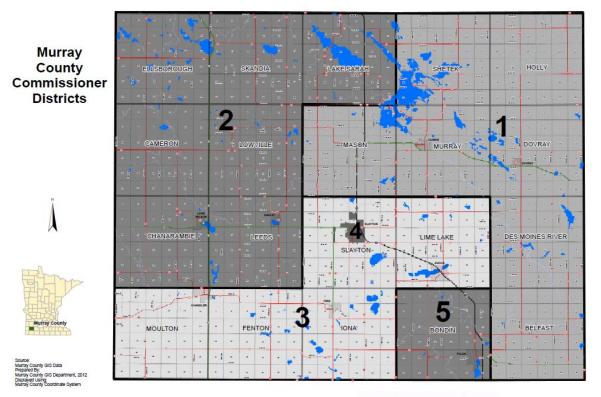
OFFICIAL PUBLICATION ELECTION DISTRICT BOUNDARY NOTICE MURRAY COUNTY, MINNESOTA



To the voters of Murray County, Minnesota

Notice is hereby given that the Congressional, Legislative and County Commissioner district boundaries for Murray County have been reestablished for 2022 and future elections. All precincts in the County are in Congressional District 7 and Legislative District 21/21A. The table and map represent County Commissioner Districts to which there were no boundary changes.

If you have questions concerning either the district boundaries or your residence in these districts, please contact the Murray County Auditor-Treasurer's Office at 507-836-1152



	Commissioner
Precinct	District
Avoca City	3
Belfast Twp	1
Bondin Twp	5
Cameron Twp	2
Chanarambie Twp	2
Chandler City	3
Currie City	1
DesMoines River Twp	1
Dovray Twp	1
Dovray City	1
Ellsborough Twp	2
Fenton Twp	3
Fulda City	5
Hadley City	2
Holly Twp	1
Iona City	3
Iona Twp	3
Lake Sarah Twp	2
Lake Wilson City	2
Leeds Twp	2
Lime Lake Twp	3
Lowville Twp	2
Mason Twp	1
Moulton Twp	3
Murray Twp	1
Shetek Twp	1
Skandia Twp	2
Slayton City	4
Slayton Twp	3

Mathter

Heidi E. Winter, Auditor-Treasurer

REQUEST TO BE ON THE BOARD AGENDA (RBA)

Requested Board Date: April 19, 2022	Item: Lake Sarah Dam Grant
Originating Department: Zoning/EnvironmentalServices and Parks DepartmentRequested Agenda Placement:□ Consent Agenda⊠ Regular Agenda	Presenter: Jean Christoffels, Justin Hoffman, Heidi Winter Amount of Time Needed: 15 minutes
If requesting to expend funds, is the expenditure budgeted? □Yes ⊠ No If "Yes", please include the account code:	Attending Meeting: ⊠In Person □ Via Phone

Background:

Houston Engineering (HEI) worked with Murray County to develop a plan to replace the Lake Sarah Dam with Rock Arch Rapids. When HEI was hired to prepare preliminary plans for this project, they also committed to assisting the County with seeking grant funds.

After the fourth round of Conservation Partners Legacy (CPL) grant funding, there still remains over \$1,000,000 for a fifth round, which the application deadline is May 9, 2022. CPL grants require a 10% match. Eligible activities for these funds are projects that restore or enhance forests, wetlands, prairies, or habitat for fish, game, and wildlife on public lands/waters in Minnesota.

HEI would prepare and file the grant application for Murray County with the following:

Funding Cap:	\$ 400,000.
Request:	333,000.
Local Cost:	33,300.
Total Est. Cost	\$ 366,300.

Board Action Requested – If Any *(Include a sample motion whenever possible)*: It was moved by , and seconded by , to approve the application submittal for a CPL Grant for the Lake Sarah Dam Rock Arch Rapids project.

List Supporting Documents:

04-13-2022 Updated Grant Application Schedule

D	Task Name	2022 Jan	Feb	M	ar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov		2023 Jan	Feb	Mar		lav lu	n hu	Aug	Sen	Oct	Nov	Dec 20	an Feb
1	Lime Lake Dam Rock Arch Rapids					41		2011		Triag		1 0 00	, net	Dec	J	100			ay jou		Aug	Jep	001	NOV	Dec	
2	CPL Application Preparation		ł																							
3	Submitted CPL Grant Application		٠	2/17																						
4	Funds Awarded (May)/Grant Agreement In Place (July)					1				1	,	1														
5	Engineering, Design, Permitting, Pre-Construction													1												
6	Construction													Territori							1					
7	Lake Sarah Dam Rock Arch Rapids									1																1
8	CPL Application Preparation											1														
9	Submit CPL Grant Application													7				1								
10	Funds Awarded (Dec.)/Grant Agreement In Place (February)		1													Ŋ										
11	Engineering, Design, Permitting, Pre-Construction															Ĭ								h		
12	Construction			1																						NICE

Preliminary Costs for Various Project Elements

Lake Sarah Rock Arch Rapids Construction	\$ 366,300.00
Lime Lake Rock Arch Rapids Construction	\$440,000.00
Total Rock Arch Rapid Costs	\$806,300.00

Allocation of Funds

Grant	Conservation Partners Legacy - Lake Sarah	Conservation Partners Legacy - Lime Lake
Required Match	10%	10%
Est. Total Project Cost	\$366,300.00	\$440,000.00
Request	\$333,000.00	\$400,000.00
Local Cost ¹	\$33,300.00	\$40,000.00

Project: Line Lake and Lake Sarah Dam Replacement Non-Construction Task Construction Construction Summary Date: Thu 2/24/22 3:16 PM			
	Non-Construction Task Construction	Summary	

MURRAY COUNTY REQUEST FOR BOARD ACTION

Requested Board Date: April 19, 2022	Item: 9:00 a.m. Bid Opening – Swenson Park Campground Expansion
Originating Department: Parks/Fairgrounds	Presenter: Justin Hoffmann
Requested Agenda Placement:	Amount of Time Needed:
\Box Consent Agenda \boxtimes Regular Agenda	15 minutes
If requesting to expend funds, is the expenditure	Attending Meeting:
budgeted? ⊠ Yes □ No	⊠ In Person □Via Phone
<i>If "Yes", please include the account code:</i> 01-521-524-0000-6302	

Background:

• April 5, 2022 - Board approved plans and specifications and set a bid opening date for April 19, 2022.

Board Action Requested (Include a sample motion whenever possible):

For Electrical Bid:

It was moved by _____, seconded by _____ and passed to award a contract for the Swenson Park campground expansion electrical upgrades to ______ for the bid price of \$______.

For Gravel Hauling Bid:

It was moved	by, see	conded b	<i>y</i>	and	passed	to award a	a contr	act fo	or the	Swei	nson Pa	ark
campground	expansion	gravel	hauling	to				for	the	bid	price	of
\$												

For Dirt Hauling Bid:

It was moved	by, sec	condec	l by	and	passed to award a	contract j	for the	Swe	nson Pe	ark
campground	expansion	dirt	hauling	to		for	the	bid	price	of
\$	·									

List Supporting Documents: Bid Tabulation Sheet

Tabulation Sheet

Swenson Park Expansion Project Bid Opening Date: April 19, 2022 at 9:00 a.m.

Contractor - Dirt Removal	Total Bid
	I Utal Diu
Contractor Electrical Ungrados	Total Bid
Contractor - Electrical Upgrades	I otal Bid
Contractor Croupl	
Contractor - Gravel	Total Bid

REQUEST FOR BOARD ACTION

Requested Board Date:	Item:					
04/19/2022	Up-Fitting Unit #168					
Originating Department:	Presenter:					
Sheriff	Chief Deputy Heath Landsman					
Requested Agenda Placement: Consent Agenda I Regular Agenda	Amount of Time Needed: 5 minutes					
If requesting to expend funds, is the expenditure budgeted? ✓Yes No If "Yes", please include the account code: 01-201-000-0000-6660						

Background:

Quote for up-fitting of Unit #168 (2020 Tahoe) from EATI. EATI provided a quote for the state bid price of \$10,269.75.

Board Action Requested (Include a sample motion whenever possible):

Motion By ______ Seconded by ______ to approve the up-fitting for Unit #168 for the State Bid price of \$10,267.75.

List Supporting Documents:

See Attached Quote

Updated 8/20/2019



2/11/2022

Quote # Date MP021122-12

2755 Geneva Ave N. Oakdale, MN 55128 orders@eatimn.com 651-765-2657

Name / Address	Ship To
MURRAY COUNTY SHERIFF 2558 29TH STREET P.O. BOX 57 SLAYTON, MN 56172	EATI JORDAN ATTN: MURRAY COUNTY SHERIFF 303 WEST 190TH STREET JORDAN, MN 55352 USA

F	P.O. No.	Terms	Quote Valid Until	Account #	Re	p	FOB
		NET 30	2/14/2020		мс	IP	ORIGIN
Qty	Iten	n	Description	U	M	Price	Total
	POLICY EATI WARRANT	S I I S C S I C S I I V C S I I V C S I I S I I S I I S I I S I I S I I I I S I I I S I I I S I I I S I I I S I S I I I S I S I I S I S I I S S I S I S I S S I S I S I S S I S S I S S S S I S S S S I S	ARTS AND LABOR WILL I EPARATELY. YOUR PAR IVOICED COMPLETE ON ECEIVED. YOUR PARTS ARKED WITH YOUR NAM RDER NUMBER, AND WII I OUR WAREHOUSE. YOU OUR DISCRETION, REQUIN HE PARTS BE DELIVERED OU MAY PICK THEM UP. HARGES MAY APPLY). LA HOP SUPPLIES, ETC., WIL IVOICED FOLLOWING TH OMPLETION OF THE VEH EHICLE BUILD INCLUDES IFETIME WARRANTY WH UR INSTALLATION AND ORKSMANSHIP FOR THE HE VEHICLE UNDER NOR LL NEW PRODUCTS CARI ESPECTIVE MANUFACTU ARRANTIES	IS WILL BE CE THEY ARE WILL BE AE AND LL BE HELD J MAY, AT EST THAT D TO YOU OR (DELIVERY ABOR, STRIP, L BE ICLE. S EATI ICH COVERS LIFETIME OF MAL USE - RY THEIR	ea	0.00	
1	CONTACT	H H D	EATH LANDSMAN LANDSMAN@CO.MURRA (RECT: #507-836-1186	Y.MN.US		0.00	0.00
1	VEHICLE	2 U V	ELL: #507-227-1892 21 CHEVY TAHOE INVES NIT #*** IN #******** ILEAGE: **,***	TIGATOR		0.00	0.00

CUSTOMER ACCEPTANCE SIGNATURE

Page 1



 Date
 Quote #

 2/11/2022
 MP021122-12

2755 Geneva Ave N. Oakdale, MN 55128 orders@eatimn.com 651-765-2657

Name / Address

MURRAY COUNTY SHERIFF 2558 29TH STREET P.O. BOX 57 SLAYTON, MN 56172

Ship To

EATI JORDAN ATTN: MURRAY COUNTY SHERIFF 303 WEST 190TH STREET JORDAN, MN 55352 USA

P.O. No. Terms Quote Valid Until Account # **FOB** Rep **NET 30** 2/14/2020 MCP ORIGIN Qty Item Description U/M Price Total I CUST SUPPLIED PART CUSTOMER SUPPLYING THE 0.00 0.00 FOLLOWING: LAPTOP, DOCK, & POWER SUPPLY COMPUTER MOUNT OEM STYLE CENTER CONSOLE FROM 2021 CHEVY SILVERADO RADAR SYSTEM CAMERA SYSTEM (IF APPLICABLE) RADIO AND ANYTHING ELSE NOT LISTED BELOW I ENGSA58IRSR SOUNDOFF 500 SERIES BLUEPRINT 775.71 775.71 REMOTE SIREN WITH KNOB CONTROL FOR ONE 100 WATT SPEAKER 1 EMPS2STS4D SOUNDOFF MPOWER STUD MOUNT 110.67 110.67 LIGHTHEAD - RED/WHITE - 12 LED DUAL COLOR - EDGE BRACKET SOLD SEPARATELY ***FOR GRILL 1 EMPS2STS4E SOUNDOFF MPOWER STUD MOUNT 110.67 110.67 LIGHTHEAD - BLUE/WHITE - 12 LED DUAL COLOR - EDGE BRACKET SOLD SEPARATELY *****FOR GRILL** 2 PMP2BKDGAJ SOUNDOFF MPOWER STUD MOUNT 4" 7.14 14.28 LIGHTHEAD BRACKET - 90 DEGREE DECK/GRILLE BRACKET *****FOR MOUNTING GRILL LIGHTS**

CUSTOMER ACCEPTANCE SIGNATURE

Page 2



 Date
 Quote #

 2/11/2022
 MP021122-12

2755 Geneva Ave N. Oakdale, MN 55128 orders@eatimn.com 651-765-2657

Name / AddressShip ToMURRAY COUNTY SHERIFF
2558 29TH STREET
P.O. BOX 57
SLAYTON, MN 56172EATI JORDAN
ATTN: MURRAY COUNTY SHERIFF
303 WEST 190TH STREET
JORDAN, MN 55352
USA

P.O. No.		P.O. No. Terms Quote Valid Until Acco		Account #	Re	P I	FOB	
		NET 30	2/14/2020		м	СР О	ORIGIN	
Qty	Item		Description		U/M	Price	Total	
4	358118511	AM AD	LA HERO FLEX HIDEAV BER OEM COLOR - ORD APTERS SEPARATELY - H INTELLIGENT SIREN	ER FOR USE	ea	123.228	492.9	
2	358118411	***1	LA HERO HIDEAWAY A FOR MOUNTING FRONT NAL LIGHTS		ea	13.50	27.0	
2	358118471	HAI ***)	LA HERO 2021+ CHEVY RNESS ADAPTER NEEDED FOR FRONT TU HTS		ea	22.50	45.0	
2	358118421	HEI A10	LA HERO HIDEAWAY A		ea	13.50	27.0	
1	ENFWB00EW1	SOL UNI PAS 12 L RW/ BRE SPL REM CHH	NDOFF SIGNAL nFORCI DERCOVER LIGHTBAR - SENGER SIDE WINDSHI ED DUAL COLOR - (DS) (RW/BW/BW (PS) - INCLU AKOUT BOX AND PNFL ITTER FOR USE WITH MOTE/HANDHELD SIREN VY TAHOE FRONT VISOR BAR, PASS E ONLY	FRONT ELD BAR - JDES BSPLTI J - FOR 2021+	63	525.30	525,30	

CUSTOMER ACCEPTANCE SIGNATURE





 Date
 Quote #

 2/11/2022
 MP021122-12

2755 Geneva Ave N. Oakdale, MN 55128 orders@eatimn.com 651-765-2657

Name / Address

MURRAY COUNTY SHERIFF 2558 29TH STREET P.O. BOX 57 SLAYTON, MN 56172

Ship To

EATI JORDAN ATTN: MURRAY COUNTY SHERIFF 303 WEST 190TH STREET JORDAN, MN 55352 USA

P	P.O. No.	Terms	Quote Valid Until	Account #	Re	ap	FOB	
		NET 30	2/14/2020		м	ср о	RIGIN	
Qty	Ite	m	Description		U/M	Price	Total	
2	TLI2D	LIGI ***F	ELEN ION T SERIES LINI HTHEAD - DUO COLOR - OR DRIVER SIDE RUNN	RED/WHITE	ea	100.34	200.68	
2	TLI2E	LIG	A ELEN ION T SERIES LINI TTHEAD - DUO COLOR - E/WHITE		ca	100.34	200.68	
			OR PASSENGER SIDE RURD AREA	UNNING				
4	MTCTIONRPTA	SERI	TION WEDGE - FOR WHES LIGHTHEADS MOUN KER PANEL ON 2021+ C OE - BLACK	ITED TO	ca	17.50	70.00	
			USTOM WEDGES FOR M NING BOARD LIGHTS	IOUNTING				
1	EMPSA05C2-D	DUA	NDOFF 4X2 MPOWER - 2 L COLOR - STUD MOUN /WHITE		ea	159.12	159.12	
	100000	***F	OR REAR 3/4 WINDOWS					
1	EMPSA05C2-E	DUA	NDOFF 4X2 MPOWER - 2 L COLOR - STUD MOUN E/WHITE		ea	159.12	159.12	
		***F(OR REAR 3/4 WINDOWS					
2	PMPSADGSB	MOL	NDOFF MPOWER 4"X2" INT LIGHTHEAD BRACK REE DECK/GRILLE BRA	ET - 90	ea	11.73	23.46	
			OR MOUNTING REAR 3/					

CUSTOMER ACCEPTANCE SIGNATURE

Page 4



 Date
 Quote #

 2/11/2022
 MP021122-12

2755 Geneva Ave N. Oakdale, MN 55128 orders@eatimn.com 651-765-2657

Name / Address MURRAY COUNTY SHERIFF

2558 29TH STREET P.O. BOX 57 SLAYTON, MN 56172

EATI JORDAN ATTN: MURRAY COUNTY SHERIFF 303 WEST 190TH STREET JORDAN, MN 55352 USA

Ship To

P.O. No. Terms Quote Valid Until Account # FOB Rep **NET 30** 2/14/2020 MCP ORIGIN Qty Item Description U/M Ргісе Total FENIEX QUAD 800 - 8 HEAD 1 Q-0820 ea 760.41 760.41 LIGHTSTICK - CAPABLE OF ALL 4 PRIMARY WARNING COLORS, R/B/A/W -DOES NOT INCLUDE ANY MOUNTING BRACKETS ***FOR REAR HATCH WINDOW FENIEX QUAD CONVERTER ADD-ON -1 Q-0020 ADD ON 30.00 30.00 **REQUIRED FOR QUAD** LIGHTBARS/STICKS - MUST BE INCLUDED WITH NEW LIGHTBAR/STICK ORDER ***USE Q-0200 STANDALONE FOR REPLACEMENT*** ***FOR REAR HATCH WINDOW LIGHT 2 PNFTCM07 SOUNDOFF 7-HOLE LONG L-BRACKET 13.77 27.54 FOR TRAFFIC CONTROLLER *****FOR MOUNTING REAR HATCH** WINDOW LIGHT STICK 1 ETSS100J SOUNDOFF 100J SERIES COMPOSITE 140.76 140.76 SPEAKER W/UNIVERSAL BAIL **BRACKET - 100 WATT** 1 TK1324TAH21 SETINA CARGO REAR DECK FOR 2021 ea 426.75 426.75 CHEVY TAHOE - ONLY FOR USE WITHOUT REAR CAGE 1 TK0344TAH21 SETINA DUAL DRAWER DECK SYSTEM ea 2,024.25 2,024.25 FOR 2021+ CHEVY TAHOE - SIDE BY SIDE DRAWERS WITH SIMPLEX LOCKS 1 S-22368 PICK AND PACK FOAM SHEETING 49.95 49.95 ea ***FOR REAR CARGO DRAWER FOR AR RIFLE

CUSTOMER ACCEPTANCE SIGNATURE



 Date
 Quote #

 2/11/2022
 MP021122-12

2755 Geneva Ave N. Oakdale, MN 55128 orders@eatimn.com 651-765-2657

Name / Address	Ship To
MURRAY COUNTY SHERIFF 2558 29TH STREET P.O. BOX 57 SLAYTON, MN 56172	EATI JORDAN ATTN: MURRAY COUNTY SHERIFF 303 WEST 190TH STREET JORDAN, MN 55352 USA

P.O. No.		Terms	Quote Valid Until	Account #	Re	ep	FOB
		NET 30	2/14/2020		M	СР С	RIGIN
Qty	Iter	m	Description		U/M	Price	Total
1	BMT-NC		PCTEL BMT MOUNT WITH RG-58A/U CABLE - NO CON INCLUDED - BLACK			42.588	42.5
1	NMOQSPEC800	B	LARSEN 1/4 WAVE 800MHZ MOUNT ANTENNA WHIP - 1			20.00	20.0
1	ZZ-RFT-1202-2		RFI TNC MALE CRIMP RG58	3		6.00	6.00
1	MAGNETIC MI	C CLIP	MAGNETIC MIC CLIP			34.95	34.9
1	CAT5 25 FOOT		GENERIC 25 FOOT CAT5 CC CABLE - STRAIGHT THROU COLOR MAY VARY			14.95	14.9
1	LABOR-JORDA	N	LABOR CHARGE FOR SERV PERFORMED:	ICES	hr	3,000.00	3,000.0
	SHOP SUPPLIE	S	STANDARD SHOP SUPPLIES GENERAL INSTALLATION A MATERIALS AS NEEDED FO	AND WIRING			750.00
1	SHIPPING AND	HANDLING	PERFORMED SHIPPING AND HANDLING FOR ABOVE TO BE ADDED SHIPPING, FOB ORIGIN	CHARGES		0.00	0.04
you wo	uld like to turn thi	s quote into an o	order, please let your sales rep kn	ow ASAP!	Total		\$10,269.75

CUSTOMER ACCEPTANCE SIGNATURE

REQUEST FOR BOARD ACTION

Requested Board Date:	Item:
04/19/2022	Iona City Contract
Originating Department:	Presenter:
Sheriff	Chief Deputy Heath Landsman
Requested Agenda Placement: Consent Agenda Image: Regular Agenda	Amount of Time Needed: 5 minutes
If requesting to expend funds, is the expenditure bu If "Yes", please include the account code:	dgeted? ✓Yes No

Background:

The Murray County Sheriff's Office contracts with cities in Murray County for Law Enforcement on an annual basis.

Board Action Requested (Include a sample motion whenever possible):

Motion By _____ to approve the 2022 City of Iona contract.

List Supporting Documents:

See Attached Contract

Updated 8/20/2019

LAW ENFORCEMENT CONTRACT AGREEMENT BETWEEN COUNTY OF MURRAY AND CITY OF IONA

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THIS AGREEMENT, made and entered in this 1st day of January 2022, by and between the County of Murray and the Murray County Sheriff, hereinafter referred to as "County", and the Municipality of Iona, hereinafter referred to as "Municipality".

WHEREAS, The Municipality is desirous of entering into a contract with the County for the performance of the hereinafter described law enforcement protection within the corporate limits of said Municipality through the Murray County Sheriff, and

WHEREAS, The County is agreeable to rendering such services and protection on the terms and conditions hereinafter set forth; and

WHEREAS, Such contracts are authorized and provided for by the provision of Minnesota Statute 1957, Sec. 471.59; and Laws 1959, Chapter 372, and Minnesota Statutes Annotated 1981, Sec. 436.05.

NOW THEREFORE, pursuant to the terms of the aforesaid statutes, it is agreed as follows:

1. The County of Murray and the Murray County Sheriff agree to provide police protection within the corporate limits of the Municipality to the extent and in the manner hereinafter set forth.

Except as otherwise hereinafter specifically set forth, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff of the County of Murray under the statutes.

Except as otherwise hereinafter provided for, the level of service shall be that same basic level of service that is and shall hereafter during the term of this agreement be provided for the unincorporated area of the County by the Murray County Sheriff.

The rendition of such service, the standards of performance of such services and the control of personnel so employed, shall remain in the County. In event of dispute between the parties as to the extent of the duties and functions to be rendered hereunder, or the level or manner of performance of such service, the determination thereof made by the Sheriff of Murray County shall be final and conclusive as between the parties hereto.

Such services shall include the enforcement of State Statutes and such municipal police ordinances of the Municipality as are of the same type or nature as the State Statutes enforced by the Sheriff within unincorporated territory of Murray County.

Services performed hereunder may include, if requested by the Municipality, traffic enforcement, license inspection and enforcement.

2. To facilitate the performance of said functions, it is hereby agreed that the County shall have full cooperation and assistance from the Municipality, its officers, agents and employees.

3. For the performance of performing said functions, Murray County and the Murray County Sheriff shall furnish and supply all necessary labor, supervision, equipment, communications facilities and dispatching, and supplies necessary to maintain the level of service to be rendered hereunder.

4. Municipality shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any County personnel performing services hereunder for said Municipality, or any liability other than that provided for in the Agreement.

Except as herein otherwise specified, the Municipality shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his employment, and the County hereby agrees to hold harmless the Municipality against any such claims.

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5a. County, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts of said Municipality or of officers or employees thereof, and said Municipality shall hold Murray County and its officers and employees harmless from and shall defend Murray County and its officers and employees against any claim for damages resulting therefrom.

5b. Municipality, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts of said County or of officers or employees thereof, and said County shall hold the City of Iona and its officers and employees harmless from and shall defend the City of Iona and its officers and employees against any claim for damages resulting therefrom.

6. Unless sooner terminated as provided for herein, this Agreement shall be effective January 1, 2022 and shall run for a period of one (1) year; thereafter, at the option of the governing body of the Municipality, with the consent of the Board of County Commissioners of Murray County, this Agreement shall be renewable for periods of not to exceed one (1) year.

In the event Municipality desires to renew this Agreement for any succeeding one (1) year period, the governing body of the Municipality, not later than November 15 next preceding the expiration date of this Agreement, shall notify the Board of County Commissioners of Murray County that it wishes to renew the same, whereupon the Board of County Commissioners, not later than December 15, shall notify the governing body of the Municipality in writing of its willingness to accept such renewal for an additional one (1) year period or such other terms as it deems advisable; otherwise this Agreement shall finally terminate on December 31, 2022.

Not withstanding the provisions of this paragraph set forth, either party may terminate this Agreement as of the last day of any year upon notice in writing to the other of not less than one (1) calendar month prior to the date of such termination.

7. The Municipality agrees to pay the County the sum of \$10.00 for each person residing in the Municipality according to the latest figures obtainable by the parties hereto. Parties hereto do hereby further agree that the number of persons residing in the Municipality for purposes of this Agreement is 140. The total cost for the services to be rendered the City of Iona shall be \$1,400.00.

8. It is understood between the parties hereto that inasmuch as this policing service Agreement is for both Murray County and the participating Municipality, that upon notice given by either party negotiations will be undertaken for the purpose of revising, adding to or striking any of the provisions of the Contract which appear to be unworkable or are insufficient as herein set forth; and that such changes, if any, will be entered by auxiliary contracts which shall have the same effect as though they had originally been a provision of this Agreement.

9. It is understood by and between the parties hereto that Murray County and the Murray County Sheriff are providing the services hereunder at the same time as they are providing similar services to other cities within the County of Murray with a total force of four (4) deputies and the Sheriff. If the County decides to reduce said force to less than four (4) deputies, it shall give the Municipality notice thereof 60 days prior to the effective date of said reduction and this contract shall terminate on said date of reduction unless within said 60 days this contract is renegotiated and revised as provided by paragraph #8 above. In those instances when notice of a reduction in force is impossible to be given, including but not limited to a reduction caused by death, disability or termination of employment without notice, this contract shall terminate 60 days after the date of such reduction unless within said 60 days the County brings the force back to four (4) deputies or this contract is renegotiated and revised as provided by paragraph #8 above.

IN WITNESS WHEREOF, The Municipality of the City of Iona by resolution duly adopted by its governing body, caused this Agreement to be signed by its Mayor and attested by its Clerk, and the County of Murray, by order of its Board of County Commissioners, has caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed hereto and attested by the Clerk of said Board all on the day and year first above written.

ATTEST:

CITY OF IONA

COUNTY OF MURRAY

CLERK

By fle Carbon MAYOR

ATTEST:

By

COUNTY BOARD

MURRAY COUNTY SHERIFF

REQUEST FOR BOARD ACTION

Requested Board Date:	Item:			
04/19/2022	2022 Vehicle Purchase			
Originating Department:	Presenter:			
Sheriff	Chief Deputy Heath Landsman			
Requested Agenda Placement: Consent Agenda I Regular Agenda	Amount of Time Needed: 10 minutes			
If requesting to expend funds, is the expenditure budgeted? Ves				

Background:

On 09/21/2021 The board approved the purchase of a new squad from Up North GM. I have since been contacted by the salesman and the vehicle we ordered will not be produced. GM Is going to take start taking new orders starting Thursday April 21,2022, with an expected delivery date of October 2022. I would like the board to approve a not to exceed purchase price of \$41,155.00, which is the closest estimate available at this time. In 2021 dealers were only allowed to place orders for 5 days, I do not want to miss the opportunity to get a vehicle order and delivered in 2022.

Board Action Requested (Include a sample motion whenever possible):

Motion By: ______ Seconded By: ______ to approve the purchase of a vehicle from Up North GM for a not to exceed price of \$41,155.00

List Supporting Documents:

See Attached Estimate from UP North GM



Prepared For: HEATH LANDSMAN

Vehicle: [Fleet] 2022 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck

Image Not Available



BOB OHARA | 218-349-8955 | rwohara01@aol.com

Vehicle: [Fleet] 2022 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

Quote Worksheet

		MSRP
Base Price		\$42,800.00
Dest Charge		\$1,695.00
Total Options		\$5,960.00
	Subtotal	\$50,455.00
BID ASSIST		(\$6,000.00)
	Subtotal Pre-Tax Adjustments	(\$6,000.00)
Less Customer Discount		(\$3,300.00)
	Subtotal Discount	(\$3,300.00)
Trade-In		\$0.00
	Subtotal Trade-In	\$0.00
	Taxable Price	\$41,155.00
Sales Tax		\$0.00
	Subtotal Taxes	\$0.00
	Subtotal Post-Tax Adjustments	\$0.00
	Total Sales Price	\$41,155.00

D	ealer Signature / Date	Customer S	Signature / Date	
Selected Model	and Options			
MODEL				
CODE	MODEL			MSRP
CK10543	2022 Chevrolet Silverado 1500 4WD Crew Cab	147" Work Truck		\$42,800.00
COLORS				
CODE	DESCRIPTION			
GAZ	Summit White			
EMISSIONS				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
FE9	Emissions, Federal requirements	0.00 lbs	0.00 lbs	\$0.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.



BOB OHARA | 218-349-8955 | rwohara01@aol.com

Vehicle: [Fleet] 2022 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

ENGINE				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
L84	Engine, 5.3L EcoTec3 V8 (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm); featuring available Dynamic Fuel Management that enables the engine to operate in 17 different patterns between 2 and 8 cylinders, depending on demand, to optimize power delivery and efficiency (Certain vehicles may be forced to include (YK9) Not Equipped with Dynamic Fuel Management. See dealer for details. Requires (G80) auto-locking differential on CC10543 Crew Cab models. Not available with C*10703 Regular Cab model. Includes (MHT) 10-speed automatic transmission. Fleet and Government order types may order (M5X) 8-speed automatic transmission to replace (MHT) 10-speed automatic transmission.)	0.00 lbs	0.00 lbs	\$1,595.00
TRANSMISSION				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
МНТ	Transmission, 10-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Included and only available with (L84) 5.3L EcoTec3 V8 engine.)	0.00 lbs	0.00 lbs	Inc.
GVWR				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
C5Y	GVWR, 7100 lbs. (3221 kg) (Requires Crew Cab 4WD model with (L84) 5.3L EcoTec3 V8 engine.)	0.00 lbs	0.00 lbs	Inc.
AXLE				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
GU5	Rear axle, 3.23 ratio (Included and only available with (L84) 5.3L EcoTec3 V8 engine.)	0.00 lbs	0.00 lbs	Inc.
PREFERRED EQUI	PMENT GROUP			
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
1WT	Work Truck Preferred Equipment Group includes standard equipment	0.00 lbs	0.00 lbs	\$0.00

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BOB OHARA | 218-349-8955 | rwohara01@aol.com

Vehicle: [Fleet] 2022 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

WHEELS				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel (STD)	0.00 lbs	0.00 lbs	\$0.00
TIRES				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
RC5	Tires, LT265/70R17C all-terrain, blackwall	0.00 lbs	0.00 lbs	\$395.00
SPARE TIRE				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
RHM	Tire, spare, LT265/70R17, all-terrain, blackwall (When equipped with (E63) Durabed, pickup bed, included and only available with (RC5) LT265/70R17C all-terrain, blackwall tires. Available with (ZW9) pickup bed delete and requires (RC5) LT265/70R17C all- terrain, blackwall tires.)	0.00 lbs	0.00 lbs	Inc.
PAINT				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
GAZ	Summit White	0.00 lbs	0.00 lbs	\$0.00
SEAT TYPE				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)	0.00 lbs	0.00 lbs	\$0.00
SEAT TRIM				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
HOU	Jet Black, Cloth seat trim (On 1WT models requires (ZLQ) WT Fleet Convenience Package and (A2X) 10-way power driver seat adjuster. Not available with (ZW9) pickup bed delete.)	0.00 lbs	0.00 lbs	\$0.00

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BOB OHARA | 218-349-8955 | rwohara01@aol.com

Vehicle: [Fleet] 2022 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

RADIO				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, wired Apple CarPlay and Android Auto capable. (STD)	0.00 lbs	0.00 lbs	\$0.00
ADDITIONAL EQU	JIPMENT - PACKAGE			
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
5W4	Special Service Package includes (K47) high-capacity air filter, (KW5) 220-amp alternator, (KI4) 120-volt power outlet, (KC9) 120- volt bed-mounted power outlet, (5J1) Calibration, keyless remote panic button exterior lights/horn disable, (5J3) Calibration and Surveillance Mode Interior & Exterior Lighting (Requires Crew Cab model, (L84) 5.3L EcoTec3 V8 engine, (QT5) EZ Lift power lock and release tailgate and either (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)	0.00 lbs	0.00 lbs	\$525.00
Z71	Z71 Off-Road Package includes (Z71) Off-Road suspension, (JHD) Hill Descent Control, (NZZ) skid plates and (K47) heavy-duty air filter (Requires Crew Cab or Double Cab 4WD model, (L84) 5.3L EcoTec3 V8 engine, (Z82) Trailering Package and AT or MT tires. Includes Z71 hard badge, (G80) locking differential and (NQH) 2- speed transfer case. Not available with (L3B) 2.7L Turbo engine.)	0.00 lbs	0.00 lbs	\$945.00
Z82	Trailering Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance (With (L84) 5.3L EcoTec3 V8 engine requires (G80) locking differential. Included with (PEB) WT Value Package.)	0.00 lbs	0.00 lbs	\$395.00
ZLQ	WT Fleet Convenience Package includes (K34) cruise control and (DLF) power mirrors (Upgradeable to (DPO) trailer mirrors and includes (DD8) auto dimming rearview mirror. Not available with	0.00 lbs	0.00 lbs	\$370.00

(PCV) WT Convenience Package.)

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Vehicle: [Fleet] 2022 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

ADDITIONAL EQU	IPMENT - MECHANICAL			
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
G80	Auto-locking rear differential (Required with (L84) 5.3L EcoTec3 V8 engine when (Z82) Trailering Package is ordered. Included with (Z71) Z71 Off-Road Package.)	0.00 lbs	0.00 lbs	Inc.
JHD	Hill Descent Control (Included and only available with (Z71) Z71 Off-Road Package.)	0.00 lbs	0.00 lbs	Inc.
K05	Engine block heater	0.00 lbs	0.00 lbs	\$100.00
K47	Air filter, heavy-duty (Included and only available with (BAQ) Work Truck Package, (Z71) Z71 Off-Road Package, (VYU) Snow Plow Prep Package or (5W4) Special Service Package. Available free flow as a SEO.)	0.00 lbs	0.00 lbs	Inc.
KC4	Cooling, external engine oil cooler (Included and only available with V8 engines.)	0.00 lbs	0.00 lbs	Inc.
KNP	Cooling, auxiliary external transmission oil cooler (Included and only available with V8 engines.)	0.00 lbs	0.00 lbs	Inc.
NQH	Transfer case, two-speed electronic Autotrac with push button control (4WD models only) (Included and only available with (Z71) Z71 Off-Road Package. Free flow requires Regular Cab model.)	0.00 lbs	0.00 lbs	Inc.
NZZ	Skid Plates (Included with (BAQ) Work Truck Package, (Z71) Z71 Off-Road Package or (VYU) Snow Plow Prep Package.)	0.00 lbs	0.00 lbs	Inc.
YK9	Not Equipped with Dynamic Fuel Management, see dealer for details (Included and only available on 4WD models equipped with (L84) 5.3L EcoTec3 V8 engine and (MHT) 10-speed automatic transmission.) *CREDIT*	0.00 lbs	0.00 lbs	(\$50.00)

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Vehicle: [Fleet] 2022 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

ADDITIONAL EQUI	PMENT - EXTERIOR			
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
5J9	Calibration, Taillamp Flasher, Red/White. Calibration flashes back- up (white) and brake (red) lamps alternatingly when activated. (Requires C*10*43 model and (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	\$75.00
7X3	Spotlamps, Left-hand pillar mounted, LED (Requires (5W4) Special Services Package, Silao Production and (GEZ) Kerr Industries ship thru. Not available with any other SEO spotlamps.)	0.00 lbs	0.00 lbs	\$1,020.00
AKO	Glass, deep-tinted (Included with (PCV) WT Convenience Package.)	0.00 lbs	0.00 lbs	\$200.00
DLF	Mirrors, outside heated power-adjustable (Standard on Regular Cab models. Included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package on Crew Cab and Double Cab models. When (PQA) WT Safety Package is ordered, includes (DP6) high gloss Black mirror caps.)	0.00 lbs	0.00 lbs	Inc.
QT5	Tailgate, gate function manual with EZ Lift includes power lock and release	0.00 lbs	0.00 lbs	\$150.00

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Vehicle: [Fleet] 2022 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

ADDITIONAL EQUIPMENT - INTERIOR				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
5J1	Calibration, keyless remote panic button exterior lights/horn disable (Requires C*10*43 model and included and only available with (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
5J3	Calibration, Surveillance Mode Interior & Exterior Lighting Calibration to disable interior & exterior automatic lighting. Feature is activated by adding wire connection to the BCM by customer/upfitter. (Requires C*10*43 model and included and only available with (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
A2X	Seat adjuster, driver 10-way power including lumbar (Requires (ZLQ) WT Fleet Convenience Package, (H0U) Jet Black interior and (KI4) 120-volt power outlet.)	0.00 lbs	0.00 lbs	\$290.00
K34	Cruise control, electronic with set and resume speed, steering wheel-mounted (Included with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package. Upgradeable to (KSG) Adaptive Cruise Control.)	0.00 lbs	0.00 lbs	Inc.
KC9	Power outlet, bed mounted, 120-volt (400 watts shared with (Kl4) instrument panel mounted power outlet) (Included and only available with (Kl4) Power outlet. Not available with (ZW9) pickup bed delete.)	0.00 lbs	0.00 lbs	Inc.
KI4	Power outlet, instrument panel, 120-volt (400 watts shared with (KC9) bed mounted power outlet) (Includes (UBI) USB ports. Requires (QT5) EZ Lift power lock and release tailgate.)	0.00 lbs	0.00 lbs	Inc.
R7N	Not Equipped with Steering Column Lock, see dealer for details (Certain vehicles built on or after 4-4-2022 will be forced to include (R7N) Not Equipped with Steering Column Lock, which removes Steering Column Lock.) *CREDIT*	0.00 lbs	0.00 lbs	(\$50.00)
UBI	USB ports, rear, dual, charge-only (Included and only available with (KI4) 120-volt power outlet.)	0.00 lbs	0.00 lbs	Inc.
ADDITIONAL EQU	IPMENT - SAFETY-INTERIOR			
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
СТТ	Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Included and only available with (Z82) Trailering Package.)	0.00 lbs	0.00 lbs	Inc.
	Options Total	0.00 lbs	0.00 lbs	\$5,960.00

Price Summary

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Vehicle: [Fleet] 2022 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

PRICE SUMMARY	
	MSRP
Base Price	\$42,800.00
Total Options	\$5,960.00
Vehicle Subtotal	\$48,760.00
Destination Charge	\$1,695.00
Grand Total	\$50,455.00

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Vehicle: [Fleet] 2022 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

Weight Ratings	
WEIGHT RATINGS	
Front Gross Axle Weight Rating:	N/A
Rear Gross Axle Weight Rating:	N/A
Gross Vehicle Weight Rating:	7100.00 lbs

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Vehicle: [Fleet] 2022 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

Standard Equipment

Package	
	Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKJ) Front Pedestrian Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam
Mechanical	
	Durabed, pickup bed
	Engine, 2.7L Turbo High-Output (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (STD) (Not available with (Z71) Z71 Off-Road Package, (VYU) Snow Plow Prep Package or (ZW9) pickup bed delete.)
	Transmission, 8-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD) (Included and only available with (L3B) 2.7L Turbo engine.)
	Rear axle, 3.42 ratio
	GVWR, 7000 lbs. (3175 kg) (STD) (Requires Crew Cab or Double Cab 4WD model and (L3B) 2.7L Turbo engine.)
	Push Button Start
	Automatic Stop/Start
	Transfer case, single speed electronic Autotrac with push button control (4WD models only)
	Four wheel drive
	Battery, heavy-duty 730 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power
	Alternator, 220 amps (Included with (L3B) 2.7L Turbo engine, (VYU) Snow Plow Prep Package or (5W4) Special Service Package.)
	Frame, fully-boxed, hydroformed front section
	Suspension Package, Standard
	Steering, Electric Power Steering (EPS) assist, rack-and-pinion
	Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
	Brake lining wear indicator
	Capless Fuel Fill
	Exhaust, single outlet
Exterior	
	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel (STD)
	Tires, 255/70R17 all-season, blackwall (STD)
	Tire, spare 255/70R17 all-season, blackwall (STD) (Included with (QBN) 255/70R17 all-season, blackwall tires.)

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Vehicle: [Fleet] 2022 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

xterior	
	Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare
	Tire carrier lock, keyed cylinder lock that utilizes same key as ignition and door
	Bumpers, front, Black (semi-gloss)
	Bumpers, rear, Black (semi-gloss)
	CornerStep, rear bumper
	Recovery hooks, front, frame-mounted, Black (Included with 4WD models or on 2WD models with (PQA) WT Safety Package. Available free flow on 2WD models.)
	Cargo tie downs (12), fixed rated at 500 lbs per corner
	Headlamps, halogen reflector with halogen Daytime Running Lamps
	IntelliBeam, automatic high beam on/off
	Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side o steering wheel (incandescent on Regular Cab models, LED on Crew Cab and Double Cab models)
	Taillamps with incandescent tail, stop and reverse lights
	Mirrors, outside manual, Black (Standard on Crew Cab and Double Cab models only. Not available on Regular Cab models.)
	Glass, solar absorbing, tinted
	Door handles, Black
	Tailgate and bed rail protection cap, top
	Tailgate, standard
	Tailgate, locking utilizes same key as ignition and door (Removed when (QT5) EZ Lift power lock and release tailgate is ordered.)
	Tailgate, gate function manual, no EZ Lift
ntertainment	
	Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, wired Apple CarPlay and Android Auto capable. (STD)
	Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)
	Bluetooth for phone, connectivity to vehicle infotainment system
iterior	
	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)
	Seat trim, Vinyl

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Vehicle: [Fleet] 2022 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

Interior	
	Seat adjuster, passenger 4-way manual
	Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double Cab model.)
	Floor covering, rubberized-vinyl (Not available with LPO floor liners.)
	Steering wheel, urethane
	Steering column, Tilt-Wheel, manual with wheel locking security feature
	Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
	Driver Information Center, 3.5" diagonal monochromatic display
	Exterior Temperature Display located in radio display
	Rear Seat Reminder (Requires Crew Cab or Double Cab model.)
	Window, power front, drivers express up/down
	Window, power front, passenger express down
	Windows, power rear, express down (Not available with Regular Cab models.)
	Door locks, power
	Remote Keyless Entry, with 2 transmitters
	Power outlet, front auxiliary, 12-volt
	USB Ports, 2, Charge/Data ports located on instrument panel
	Air conditioning, single-zone manual
	Air vents, rear, heating/cooling (Not available on Regular Cab models.)
	Mirror, inside rearview, manual tilt
	Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted
Safety-Mechanical	
	Automatic Emergency Braking
	Front Pedestrian Braking
	StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist
Safety-Exterior	
	Daytime Running Lamps with automatic exterior lamp control

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Vehicle: [Fleet] 2022 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

Safety-Interior	
	Airbags, dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
	HD Rear Vision Camera
	Lane Keep Assist with Lane Departure Warning
	Following Distance Indicator
	Forward Collision Alert
	Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fol to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and help you to continue to coach your new driver
	Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu
	Tire Pressure Monitoring System, auto learn includes Tire Fill Alert (does not apply to spare tire)
WARRANTY	
	Warranty Note: <<< Preliminary 2022 Warranty >>> Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 60,000 Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Mile Corrosion Years (Rust-Through): 6 Corrosion Years: 3 Corrosion Miles/km (Rust-Through): 100,000 Corrosion Miles/km: 36,000 Roadside Assistance Years: 5 Roadside Assistance Miles/km: 60,000 Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

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REQUEST TO BE ON THE BOARD AGENDA (RBA)

Requested Board Date: 4/19/2022	Item: Seasonal Positions	
Originating Department: Human Resources	Presenter: Ronda Radke	
Requested Agenda Placement:Consent AgendaImage: Regular Agenda	Amount of Time Needed: 5 Minutes	
If requesting to expend funds, is the expenditure budgeted? ⊠Yes □ No If "Yes", please include the account code:		

Background:

Consider rehiring Nathaniel Kleven as a Seasonal Parks Maintenance Worker, effective May 31, 2022, grade 1S, step 2 (\$14.00) from the seasonal grade scale.

Consider rehiring Bryanne Bose as a Seasonal Museum Assistant, effective May10, 2022, grade 1S, step 5 (\$15.50) from the seasonal grade scale.

Consider rehiring Nancy Moberg as a Seasonal Museum Assistant, effective May 6, 2022, grade 1S, step 2 (\$14.00) from the seasonal grade scale.

Consider hiring Ryan Risacker as a Seasonal Surveying Technician, effective May 31, 2022, grade 2S, step 1 (\$15.50) from the seasonal grade scale.

Board Action Requested – If Any (Include a sample motion whenever possible):

It was moved by , seconded by and passed to approve hiring Nathaniel Kleven as a Seasonal Parks Maintenance Worker, effective May 31, 2022, grade 1S, step 2. Contingent upon satisfactory results of a criminal background check and pre-employment drug test.

It was moved by , seconded by and passed to approve hiring Bryanne Bose as a Seasonal Museum Assistant, effective May 10, 2022, grade 1S, step 5. Contingent upon satisfactory results of a criminal background check and pre-employment drug test.

It was moved by , seconded by and passed to approve hiring Nancy Moberg as a Seasonal Museum Assistant, effective May 6, 2022, grade 1S, step 2. Contingent upon satisfactory results of a criminal background check and pre-employment drug test.

It was moved by , seconded by and passed to approve hiring Ryan Risacher as a Seasonal Surveying Technician, effective May 31, 2022, grade 2S, step 1. Contingent upon satisfactory results of a criminal background check and pre-employment drug test.

List Supporting Documents:

REQUEST TO BE ON THE BOARD AGENDA (RBA)

Requested Board Date: 4/19/2022	Item: Sunrise Terrace Director
Originating Department: Human Resources	Presenter: Ronda Radke
Requested Agenda Placement: □ Consent Agenda □ Consent Agenda □ Regular Agenda □ □ □	Amount of Time Needed: 5 Minutes
If requesting to expend funds, is the expenditure budgeted? □ Yes □ No If "Yes", please include the account code:	Attending Meeting: ⊠ In Person □Via Phone

Background:

Approve hiring Jessica Bjerke as a regular full-time Sunrise Terrace Director effective April 25, 2022, at a labor grade 8, step 2 (\$22.75).

Board Action Requested (Include a sample motion whenever possible):

It was moved by , seconded by and passed to approve hiring Jessica Bjerke as a regular full-time Sunrise Terrace Director effective April 25, 2022, grade 8, step 2. Per the recommendation of the Personnel Committee. Contingent upon satisfactory results of a criminal background check and a pre-employment drug test.

List Supporting Documents:

REQUEST TO BE ON THE BOARD AGENDA (RBA)

Requested Board Date: 4/19/2022	Item: Assessor Intern
Originating Department: Human Resources	Presenter: Ronda Radke
Requested Agenda Placement:	Amount of Time Needed:
\Box Consent Agenda \boxtimes Regular Agenda	5 minutes
If requesting to expend funds, is the expenditure	Attending Meeting:
budgeted? \Box Yes \Box No	\boxtimes In Person \Box Via Phone
If "Yes", please include the account code:	

Background:

August 24, 2021, Board Motion: It was moved by Thiner, seconded by Kluis and passed to approve the recruitment of a temporary Assessor Interim for 500 hours in 2022, once the 2022 assessment is done. Offering it to the previous Assessor Interim with a step increase.

Board Action Requested:

It was moved by , seconded by and passed to hire Jon Visker as a temporary Assessor Intern per recommendation of the Board of Commissioners, contingent upon satisfactory results of a criminal background check and a pre-employment drug test with a start date of May 9, 2022 at grade 1S, step 2 (\$14.00).

List Supporting Documents:

None

REQUEST TO BE ON THE BOARD AGENDA (RBA)

Requested Board Date: 04/19/22	Item: Leave of Absence
Originating Department: Human Resources	Presenter: Ronda Radke
Requested Agenda Placement: □ Consent Agenda ⊠ Regular Agenda	Amount of Time Needed: 5 minutes
If requesting to expend funds, is the expenditure budgeted? □ Yes □ No If "Yes", please include the account code:	Attending Meeting:⊠ In Person□ Via Phone

Background: Letter for a written request for an unpaid medical leave of absence.

Board Action Requested (Include a sample motion whenever possible):

It was moved by , seconded by and passed to approve an unpaid medical leave of absence for Don Engesser and will re-evaluate the length of time at the Board meeting on May 3, 2022.

List Supporting Documents:

REQUEST TO BE ON THE BOARD AGENDA (RBA)

Item: PreferredOne Updated Documents
Presenter: Ronda Radke
Amount of Time Needed:
5 minutes
Attending Meeting:
\square In Person \square Via Phone

Background:

Approve the PreferredOne documents:

- 1) Restated Health Services Network Access and Administration Agreement
- 2) Amendment #2 Summary Plan Description Low Medical Option
- 3) Amendment #2 Summary Plan Description Mid Medical Option
- 4) Amendment #2 Summary Plan description High Medical Option

Board Action Requested (Include a sample motion whenever possible):

It was moved , seconded by , and passed to approve the Restated Health Services Network Access and Administration Agreement between PreferredOne and Murray County and to authorize the County Board Chair to sign agreement.

It was moved by , seconded by , and passed to approve the PreferredOne Amendment # 2 to the Summary Plan Description Low Medical Option and to authorize the County Board Chair to sign the document.

It was moved by , seconded by , and passed to approve the PreferredOne Amendment # 2 to the Summary Plan Description Mid Medical Option and to authorize the County Board Chair to sign the document.

It was moved by , seconded by , and passed to approve the PreferredOne Amendment # 2 to the Summary Plan Description High Medical Option and to authorize the County Board Chair to sign the document.

List Supporting Documents:

Restated Health Service Network Access and Administration Agreement, Amendment #2 for the Summary Plan Descriptions for the Low, Mid, and High Plan and Detail listing.

Amendment to the Restated Health Services Network Access and Administration Agreement for Murray County

This Amendment is hereby made a part of the Restated Health Services Network Access and Administration Agreement ("Agreement") executed between Murray County ("Employer") and PreferredOne Administrative Services, Inc. ("PreferredOne"), and effective January 1, 2019 (the "Effective Date"). This Amendment will be effective as of January 1, 2022.

WHEREAS, Employer is a county affiliated with of the Minnesota Public Sector Collaborative (the "Collaborative"), a joint powers entity organized and operating under Section 471.59, subdivision 1 of the Minnesota Statutes.

WHEREAS, Employer provides medical coverage to certain of its employees and their families through the Employer's participation as an affiliate in the Collaborative; and

WHEREAS, the Employer has negotiated an Agreement with PreferredOne to administer the medical coverage program of the County; and

WHEREAS, the Collaborative has negotiated a prescription rebate beginning January 1, 2022 that benefits Employer and each affiliate in the Collaborative; and

WHEREAS, parties desire to amend the Agreement to address the treatment of prescription drug rebates with respect to such prescription drug rebates with dates of services on and after January 1, 2022, and to update the fees on Exhibit C.

THEREFORE, through this written instrument, Employer seeks to amend the current Agreement with PreferredOne, and further provided that all other affiliates of the Collaborative desiring to participate in the prescription rebate also amend their respective services agreements with PreferredOne, the services agreement with Employer shall be amended to provide the following treatment of prescription rebates due to County:

1. <u>Treatment of Prescription Drug Rebates</u>. Pursuant to the general authority to amend the services agreement with PreferredOne, once signed by the Employer and PreferredOne, and if all other participating affiliates of the Collaborative in which the Employer participates also amend their respective administrative services agreements with PreferredOne in the same way, Article II (Duties of PreferredOne) of the Agreement shall be amended to add the following language as subpart M. as follows:

Beginning with prescription rebates due under the Agreement with respect to prescription drug rebates with dates of services on and after January 1, 2022, for pharmacy claims administered pursuant to a pharmacy benefit services agreement between PreferredOne and the pharmacy benefit manager or pharmacy services vendor for the Plan:

- 1. PreferredOne shall aggregate the prescription rebates due to Employer as an affiliate of the Minnesota Public Sector Collaborative (the "Collaborative").
- 2. PreferredOne shall distribute the aggregated amount to the Collaborative as directed by Employer.
- 3. Employer agrees that the Collaborative shall be solely responsible for the use of the aggregated amount of prescription rebates provided to it by PreferredOne.

2. Exhibit C to the Agreement is deleted in its entirety and replaced with the following:

EXHIBIT C

ADMINISTRATIVE SERVICE FEES AND OTHER EXPENSES

The Plan or the Employer shall make payments of Administrative Service Fees and Other Expenses in accordance with the following schedule:

Monthly fees for Administrative Services:	\$43.50 per employee for medical benefits
Independent review organization fees and expenses:	Actual out-of-pocket expenses incurred by PreferredOne
Non-English language services as requested by Employer:	Actual out-of-pocket expenses incurred by PreferredOne
Fees for any programs and arrangements described in Section II.B of the Agreement:	Actual expenses incurred
Broker fees/commissions (payable to broker):	\$12.00 per employee per month
Wellbeats	\$.38 per employee per month

Wellness Credit -- Credit for the Period of January 1, 2022 through December 31, 2022

PreferredOne shall provide the Plan or Employer with a credit of \$10,000 for the one year period, which the Plan or Employer may use to offset any charges for wellness services provided to the Plan or Employer by PreferredOne. 75% of any unused Wellness Credit from the January 1, 2021 through December 31, 2021 period will be carried over into the 2022 year. There will be no carryover from the 2022 year into the 2023 year.

Murray County will receive guaranteed Rx rebate amounts listed as follows:

Per mail order Rx:	\$403.69
Per retail brand 30 day Rx:	\$125.71
Per retail brand 90 day Rx:	\$303.88
Per specialty Rx:	\$1,474.87

Administration invoice note: 'Rx Solutions' is charging Murray County \$2.00 per filled Rx each month, retrospectively, for example, in February bill for January Rx claim counts.

This Amendment does not change, alter or amend any of the other provisions or limitations of the Agreement.

The Amendment is agreed to and accepted by:

Murray County, as Employer, Plan Sponsor and Plan Administrator	PreferredOne Administrative Services, Inc., as Third Party Administrator
Company Representative	Company Representative
Title	Title
Date	Date

Breakdown of changes from Tim Hanson - 2022 SPD Amendments:

- 1. Adding language regarding provider directories and actions to take if there are questions on whether a provider is participating or not and if member is held responsible for additional charges.
- 2. Adding language that providers are paid on a fee for service basis and benefits for nonparticipating providers is based on usual and customary, recognized amount, qualified amount or billed charges.
- 3. Amending medical technology and treatment review language
- 4. Referencing how medical supplies and equipment may be covered under pharmacy rather than medical and that may change.
- 5. Adding a section regarding balance billing and coverage for emergency care received form a non-participating provider and how benefits are considered when non-emergency services are received from a non-participating provider. Also includes language on who to contact with questions on balance billing.
- 6. Adding language regarding continuity of care from non-participating providers and how it applies.
- 7. Amending language to state that newborns and adopted dependent children are covered immediately on date of birth and date of adoption.
- 8. Adding language explaining that if care is received by a non participating provider, even if paid at the in network benefit level, member's coinsurance may be impacted and they may have to pay over usual and customary.
- 9. Amending language to be more descriptive of the deductibles for participating and nonparticipating providers, emergency services and non emergency services. Also adding language regarding cost sharing and what the member needs to be aware when balance billing applies or does not apply.
- 10. Replacing language regarding ambulance services and adding language regarding air ambulance services and how that is covered.
- 11. Replacing exclusion for dental services with specifics to ortho and periodontal disease.
- 12. Amending language regarding exclusion of DME that is duplicate or equivalent to contain the language unless medically necessary
- 13. Amending the language regarding emergency services and where the co-pay applies, clearly defining benefit for immediate response for mental health related diagnosis.
- 14. Amending exclusion language regarding home health care.
- 15. Adding language to hospital services section to state that usual and customary may apply to non-participating hospital charges.
- 16. Adding language for services received from a non-participating provider at a participating hospital and if the provider has not satisfied the consent notice previously outlined, benefits will be calculated at the in network benefit level.
- 17. Adding language regarding medically necessary treatment of diabetes under hospital, partial hospitalization or day treatment centers.
- 18. Adding language under hospital or residential treatment facility for emotionally disabled children to reflect through age 25 and if an eligible dependent of the employee.
- 19. Replacing the exclusion language for genetic testing and marital counseling to include unless medically necessary.
- 20. Updating language to reflect ambulatory surgical center
- 21. Updating language regarding coverage for allergy injections and testing
- 22. Adding language under office visits to include diabetes.

- 23. Amending genetic testing and marital counseling exclusion under office visits to include unless medically necessary.
- 24. Adding exclusion of conversion therapy under office visits section
- 25. Removing reference to investigative under organ and bone marrow transplant services
- 26. Amending exclusion of sensory therapy to state it is also excluded to treat autism
- 27. Amending language under step therapy to define what is covered and when step therapy is required for cancer treatment
- 28. Referencing the ACA preventive list under medications/prescription drug section.
- 29. Preventive health care section amended adding language re non preventive and non routine health care received at a pharmacy are not covered under the pharmacy benefit.
- 30. Removing exclusions from preventive health care services.
- 31. Italicizing "at risk for ovarian cancer" in all sections of the SPD
- 32. Amending exclusion language under reconstructive surgery to state cosmetic is excluded along with any pre op or complications arising from the procedure unless it is an emergency.
- 33. Amending language under skilled nursing facility to define skilled nursing and that it is subject to medical necessity review.
- 34. Replacing exclusion language #1, #3, #7
- 35. Amending the language for several exclusions to reference preventive services.
- 36. Removing several exclusions under section VII
- 37. Amending language adding exclusion of non emergency care associated with a non-covered service.
- 38. Amending language regarding when coverage ends to state for divorced spouse-end of the month following the date of divorce.
- 39. Explanation of how to submit bills member receives for both participating and non participating providers.
- 40. Adding language benefit determination for post service claims and how to do so
- 41. Removing definitions of Emergency services and emergency service services non participating provider services.
- 42. Amending the definitions for "Coinsurance," "Emergency Services," "Non-participating Provider," "Participating provider" and "Unauthorized Provider Services" as noted
- 43. Adding definition of several terms.

Amendment to the Summary Plan Description for Murray County Employee Medical Plan Low Medical Option

Amendment #2 to the 2020 Restated Summary Plan Description

This Amendment is hereby made a part of the Summary Plan Description (SPD), is effective January 1, 2022, and is as follows:

1. Subsection IV.D. Designated Website or *Provider* Directory is deleted in its entirety and replaced with the following:

D. Provider Directory

You may find *participating providers* by going to <u>www.preferredone.com</u> and signing into *your* account. In the section of the web page entitled **FIND A HEALTHCARE PROVIDER**, there are links with the names of the *provider* networks you have access to under this *SPD*. Clicking on a link will take you to the directory of *providers* participating in that *provider* network. Coverage may vary according to *your provider* selection.

The list of *participating providers* frequently changes and the *TPA* does not guarantee that a listed *provider* is a *participating provider*. You may want to verify that the *provider you* choose is a *participating provider* by calling Customer Service at the telephone number listed on the inside cover of this *SPD*. If you call Customer Service, the *TPA* will respond to you as soon as practicable but in no case later than 1 business day after your call is received, through a written electronic communication or, at your request, a hard copy communication. *Provider* directories are available to you upon request.

If either:

- (A) You received through a telephone call to Customer Service, or through an Internet-based provider directory made available by the TPA, information confirming that a provider was a participating provider with respect to furnishing certain health care services but the provider which furnished the health care services after you received such information was a non-participating provider; or
- (B) The TPA did not make available an Internet-based provider directory and you requested before you received certain health care services through a telephone call to Customer Service information on whether the provider was a participating provider with respect to furnishing such health care services and was informed by Customer Service that the provider was a participating provider;

Then the Plan:

- (A) Shall not impose on *you* a cost-sharing amount (e.g. a *deductible* or *copayment*) for such *health care services* furnished by the *non-participating provider* that is greater than the cost-sharing amount that would apply had such *health care services* been furnished by a *participating provider*; and
- (B) Shall apply the out-of-pocket maximum that would apply if such *health care services* were furnished by a *participating provider*.
- 2. Subsection IV.L. Disclosure of *Provider* Payment Methods is amended by deletion of the 3rd paragraph, which is replaced with the following:

Post-service claims submitted to TPA for non-participating provider benefits are paid on a fee-for-service basis. TPA determines covered person benefits based on the usual and customary amount, recognized amount, qualified payment amount, or billed charges, whichever is applicable.

3. Subsection IV.M. Medical Technology and Treatment Review is deleted in its entirety and replaced with the following:

Depending on the focus of the technology or treatment, one of two committees (Integrated Health Quality Subcommittee or the Pharmacy and Therapeutics Quality Subcommittee) determines whether new and existing medical treatments and technology should be *covered services*. These committees are made up of *TPA* staff and independent community

physicians who represent a variety of medical specialties. Their goal is to find the right balance between making improved treatments available and guarding against unsafe or unproven approaches. These committees carefully examine the scientific evidence and outcomes for each treatment/technology being considered. The Quality Management Committee that is made up of independent community *physicians*, a consumer representative and *TPA* staff oversees the decisions of the subcommittees.

4. Subsection IV.O. Medical Equipment, Supplies and *Prescription Drugs* is deleted in its entirety and replaced with the following:

O. Medical Equipment, Supplies and Prescription Drugs

Your coverage under this SPD may provide different coverage options for medical equipment, supplies or prescription drugs than your coverage under a previous calendar year.

5. The following *Balance Billing* subsection is added to the end of Section IV, following the subsection titled "Good Faith Estimate."

T. Balance Billing

- (1) If you receive emergency services (for which benefits are provided under this SPD) because of an emergency medical condition with respect to a visit at an emergency department of a hospital or an independent freestanding emergency department, which is a non-participating provider, then such non-participating provider may not bill you, and may not hold you liable, for any amount for such emergency services which is more than the deductible and coinsurance requirements for such services under this SPD.
- (2) If a non-participating provider furnishes health care services other than emergency services (for which benefits are provided under this SPD) to you at a hospital or ambulatory surgical center, which is a participating provider, then:
 - a) The non-participating provider may not bill you, and may not hold you liable, for any amount for such health care services furnished by such non-participating provider with respect to a visit at the hospital or ambulatory surgical center which is more than the deductible and coinsurance requirements for such services under this SPD; unless;
 - b) The *health care services* are not *ancillary services* and the *non-participating provider* satisfies the notice and consent criteria in paragraph (c).
 - c) The non-participating provider provides to the covered person:
 - i. A written notice in paper or electronic form, as selected by you, that contains the following information:
 - A statement that the *provider* is a *non-participating provider*;
 - The good faith estimated amount that such non-participating provider may charge you for the health care services involved (and any other related health care services reasonably expected to be furnished by the non-participating provider), including notification that the provision of the estimate or consent does not constitute a contract with respect to the estimated charges or a contract that binds the covered person to be treated by the hospital, ambulatory surgical center, or non-participating provider;
 - A statement that prior authorization or other care management limitations may be required in advance of receiving such *health care services* at the *hospital* or ambulatory surgical center;
 - A statement that consent to receive such *health care services* from such *non-participating provider* is optional and that the *covered person* may instead seek care from an available *participating provider* and that the cost-sharing responsibility of the *covered person* would not exceed the responsibility that would apply with respect to such *health care services* furnished by a *participating provider*.
 - ii. A consent form that must be signed by the *covered persons* before such *health care services* are furnished and that:
 - Acknowledges that the *covered person* has been:
 - Provided with the written notice described in paragraph (i) of this subsection, in the form selected by the *covered person*; and
 - Informed that the payment of such charge by the *covered person* might not accrue toward meeting any limitation that *your* coverage places on cost sharing, including an explanation

that such payment might not apply to an in-network *deductible* or *out-of-pocket maximum* applied under *your* coverage;

- States that by signing the consent form, the *covered person* agrees to be treated by the *non-participating provider* and understands the *covered person* may be balance billed and subject to cost sharing requirements that apply to *health care services* furnished by the *non-participating provider*; and
- Documents the time and date on which the *covered person* received the written notice described in paragraph (i) of this subsection and the time and date on which the *covered person* signed the consent form to be furnished such *health care services* by such *non-participating provider*.

The No Surprises Act prohibits balance billing in most circumstances. If you have questions regarding what constitutes a "Balance" bill, please contact Customer Service at 763-847-4477 or 1-800-997-1750 (toll free), or visit the *TPA*'s member website at <u>www.preferredone.com</u>.

6. The following Continuity of Care subsection is added to the end of Section IV., following the subsection titled "Balance Billing."

U. Continuity of Care

- (1) If you are a *continuing care patient* and:
 - (A) The *Plan Administrator's* contract with the *participating provider* that is providing *your* continuing care terminates for any reason other than the *participating provider*'s failure to meet applicable quality standards or fraud;
 - (B) Your benefits under this SPD for the health care services provided by the participating provider that is providing your continuing care terminate because of a change in the terms of the Plan Administrator contract with such participating provider.
- (2) Then:
 - (A) The Plan Administrator will notify you of the applicable event described in (1) and your right to elect continued transitional care from such non-participating provider (in the event of notice under (1)(A)) or such participating provider (in the event of notice under (1)(B));
 - (B) The *Plan Administrator* will provide *you* with an opportunity to notify the *Plan* of *your* need for transitional care; and
 - (C) The Plan Administrator will allow you to elect to continue to have benefits for transitional care provided under this SPD, under the same terms and conditions as would have applied under this SPD had the applicable termination not occurred, as long as such benefits are for the course of treatment provided by such non-participating provider (in the event of notice under (1)(A)) or such participating provider (in the event of notice under (1)(A)) or such participating to your status as a continuing care patient during the period beginning on the date on which the notice in (2)(A) is provided and ending on the earlier of:
 - i. The 90-day period beginning on such date; or
 - ii. The date on which you are no longer a continuing care patient of such non-participating provider (in the event of notice under (1)(A)) or such participating provider (in the event of notice under (1)(B))
- 7. Subsection V.B. Enrollment and *Effective Date* is amended by deletion of the paragraphs titled "Newborn Enrollment under Minnesota Law," and "Newly Adopted Child Enrollment under Minnesota Law," which are replaced with the following:

Newborn Enrollment under Minnesota Law. Minnesota law requires, notwithstanding the special enrollment deadlines stated below, that newborn infants, including the *covered employee*'s newborn grandchildren, who were born while the *covered employee* is covered under this SPD, and enrolled for coverage of at least one dependent, and who are otherwise eligible for coverage, be covered immediately from the moment of birth for illness, injury, congenital malformation, or premature birth, regardless of when the *Plan Administrator* receives notice.

Newly Adopted Child Enrollment under Minnesota Law. Minnesota law requires, notwithstanding the special enrollment deadlines stated below, that children newly adopted or placed for adoption while the *covered employee* is covered under this *SPD*, and who are otherwise eligible for coverage, be covered immediately from the moment of adoption or placement for adoption for illness, injury, congenital malformation, or premature birth, regardless of when the *Plan Administrator* receives notice.

8. Subsection VI. *Benefit Schedule* is amended by deletion of the second paragraph, which is replaced with the following:

Discounts negotiated by or on behalf of the TPA with providers may affect your copayment, deductible and coinsurance amount. This Plan may pay higher benefits if you choose a participating provider. If you use a non-participating provider, in addition to any copayments, deductibles and coinsurance, you pay all charges that exceed the usual and customary amount, when applicable.

9. Subsection VI.B. Deductible and Out-of-Pocket Limit is deleted in its entirety and replaced with the following:

Covered Employee Only	Participating Providers	Non-Participating Providers
Deductible	\$5,000 per calendar yea	ar for all eligible charges.
Out-of-Pocket Limit	The out-of-pocket limits are combined for eligible charges from participating providers and non-participating providers.	
	\$5,000 per calendar year.	\$5,500 per calendar year.
Family (Covered Employee and Covered Dependents)	Participating Providers	Non-Participating Providers
Family Deductible	\$10,000 per family (\$5,000 per covered person) per calendar year for all eligible charges.	
Family Out-of-Pocket Limit	The out-of-pocket limits are combined for eligible charges from participating providers and non-participating providers.	
	\$10,000 per family (\$5,000 per covered person) per calendar year.	\$11,000 per family (\$5,500 per covered person) per calendar year.

Deductible: Once you have incurred eligible charges equal to the deductible shown above, the Plan will pay benefits for the rest of the calendar year. When members of your family have incurred eligible charges equal to the family deductible shown above, all family members are deemed to have satisfied their individual deductibles for that calendar year. You must submit copies of bills for eligible charges used to satisfy the deductible to the TPA. Expenses you pay for pre-certification penalties, copayments, prescription drug payments and any amount in excess of the usual and customary amount will not apply to the deductible.

Out-of-Pocket Limit: After you have met the out-of-pocket limit per calendar year for copayments, coinsurance and deductibles, the Plan covers the remaining eligible charges incurred. You must pay any amounts greater than the out-of-pocket limit if any benefit, day, or visit maximums are exceeded. Expenses you pay for pre-certification penalties and any amount in excess of the usual and customary amount will not apply towards satisfaction of the out-of-pocket limit.

Cost Sharing. The amount of the flat fee *copayments* is calculated on *provider* allowed charges. The *provider's* allowed charge is the full amount that the *provider* bills less any discount negotiated by the *TPA* with the *provider's* allowed. The calculation of the *coinsurance* is based on the least of the *provider's* allowed charge, the *fee schedule* negotiated by the *TPA* with the *participating provider*, or the *usual and customary amount*, except for: (1) the calculation of the *coinsurance* for *emergency services* provided by a *non-participating provider*, in which case, the calculation of the *coinsurance* will be based on the *recognized amount*; (2) the calculation of the *coinsurance* will be based on the *recognized amount*; (2) the calculation of the *coinsurance* will be based on the lesser provided by a *non-participating provider*, in which case, the calculation of the *coinsurance* for *non-participating provider*, in which case, the calculation of the *coinsurance* for *non-participating provider*, in which case, the calculation of the *coinsurance* for *non-participating provider*, in which case, the calculation of the *coinsurance* for *non-participating provider*, in which case, the calculation of the *coinsurance* for *non-participating provider*, in which case, the calculation of the *coinsurance* for *non-participating provider*, in which case, the calculation of the *coinsurance* for *non-participating provider*, in which case, the calculation of the *coinsurance* will be based on the *recognized amount*.* The *deductible* is first subtracted from the allowed charge, *fee schedule*, or the *usual and customary amount*, the *recognized amount*, or the amount calculated for air ambulance services provided by a *non-participating provider* whichever is applicable, then the *coinsurance* percentage is applied to the remainder.

* If a non-participating provider provides non-emergency health care services at a hospital or ambulatory surgical center which is a participating provider and the non-participating provider has satisfied the notice and consent requirements described in Section IV.T. Balance Billing, then the Plan will pay for charges for such non-emergency health care services according to the terms of the non-participating provider benefit in the table in Section VI.J. Hospital Services.

10. Subsection VI.C. Ambulance Services is deleted in its entirety and replaced with the following:

Benefits	Participating Provider Plan Payment	Non-Participating Provider Plan Payment
		Note: For non-participating providers, in addition to any deductibles and coinsurance, you pay all charges that exceed the usual and customary amount, when applicable.*

C. Ambulance Services		
Ambulance services for an <i>emergency</i>	100% of <i>eligible charges</i> after the <i>deductible</i> .	Same as the <i>participating provider</i> benefit for emergency ambulance services.*
Non- <i>emergency</i> transportation	100% of <i>eligible charges</i> after the <i>deductible</i> .	80% of <i>eligible charges</i> after the <i>deductible</i> .

* Air ambulance services. Covered air ambulance services provided by a *non-participating provider* are subject to the same *deductible* and *coinsurance* requirements that would apply if the services were provided by a *participating provider* of air ambulance services. The *deductible* and *coinsurance* requirements must be calculated as the lesser of the *qualifying payment amount* and the billed amount for the services.

The *Plan* covers ambulance service to the nearest *hospital* or medical center where initial care can be rendered for a medical *emergency*. Air ambulance transport to the nearest *hospital* that is able to render *medically necessary* care, is covered only when the condition is an acute medical *emergency* and is authorized by a *physician*.

The *Plan* also covers *emergency* ambulance (air or ground) transfer from a *hospital* not able to render the *medically necessary* care to the nearest *hospital* or medical center able to render the *medically necessary* care only when the condition is a critical medical situation and is ordered by a *physician*, physician assistant or advanced practice registered nurse and coordinated with a receiving *physician*.

Prior authorization is recommended for:

- Non-emergency ambulance service, from hospital to hospital when care for your condition is not available at the hospital where you were first admitted; and
- Non-*emergency* transfers by ambulance from a *hospital* to other facilities for subsequent covered care or from home to *provider* offices or other facilities for outpatient treatment procedures or tests when medical supervision is required en route.

Exclusions:

- Please see the section entitled "Exclusions."
- Non-*emergency* ambulance service from *hospital* to *hospital* such as transfers and admission to *hospitals* performed only for convenience.
- 11. Subsection VI.E. Dental Services is amended by deletion of the exclusions for "Health care services or dental services, orthodontia and all associated expenses, except as stated in this section," and "Health care services or dental services related to periodontal disease" which, along with the corresponding items under Section VII. Exclusions, are replaced with the following:

Dental services, orthodontia and all associated expenses, except as covered under this section. Dental services related to periodontal disease.

12. Subsection VI.F. Durable Medical Equipment (DME), Services and Prosthetics is amended by deletion of the exclusion for "Duplicate or similar items," which, along with the corresponding item under Section VII. Exclusions, is replaced with the following.

- Duplicate or substantially equivalent items, unless medically necessary.
- 13. Subsection VI.G. *Emergency Services* is deleted in its entirety and replaced with the following:

Benefits	Participating Provider Plan Payment	Non-Participating Provider Plan Payment
G. Emergency Services		
 <i>Emergency</i> Services <i>Emergency</i> services provided by an immediate response service available on a 24- hour, seven-day-a-week basis for a person having a psychiatric crisis, a mental health crisis or a mental health emergency. 	100% of <i>eligible charges</i> after the <i>deductible</i> .	Same as the participating provider benefit.

You should be prepared for the possibility of a medical *emergency* by knowing your participating provider's procedures for "on call" and after regular office hours before the need arises. Determine the telephone number to call, which *hospital* your participating provider uses and other information that will help you act quickly and correctly. Keep this information in an accessible location in case a medical *emergency* arises.

If you have an *emergency* that requires immediate treatment, call 911 or go to the nearest emergency facility. If possible under the circumstances, you should telephone the clinic where you normally receive care. A *physician*, physician assistant or advanced practice registered nurse will advise you how, when and where to obtain the appropriate treatment.

Note: Services other than *emergency services* received in an emergency room are not covered. If *you* choose to receive non-*emergency services* in an emergency room, *you* are solely responsible for the cost of these services. See *emergency* under "Definitions of Terms Used."

In reviewing *claims* to determine if they are *emergency services* or non-*emergency services*, the *Plan Administrator* will take the following factors into consideration: (1) whether a reasonable layperson would believe that the circumstances required immediate medical care that could not wait until the next working day or next available clinic appointment; (2) the time of day and day of the week the care was provided; (3) the presenting symptoms, including, but not limited to, severe pain, to ensure that the decision to reimburse *emergency services* is not made solely on the basis of the actual diagnosis; (4) *your* efforts to follow the *Plan Administrator's* established procedures for obtaining *emergency services*; and (5) any circumstances that precluded use of the *Plan Administrator's* established procedures for obtaining *emergency services*.

Notwithstanding anything in this SPD to the contrary, the Plan shall cover emergency services, whether provided by a participating provider or a non-participating provider, without the need for any prior authorization determination.

In the case of *emergency services* provided by a *non-participating provider*, your copayment, deductible and coinsurance will be calculated as if the total amount charged for such *emergency services* were equal to the *recognized amount*.

Covered services, whether provided by a *participating provider* or a *non-participating provider*, are subject to all of the *benefit* limitations set forth in this *SPD*. You should provide notice to Customer Service of an admission to an inpatient facility within 48 hours or as soon as reasonably possible.

Exclusions:

- Please see the section entitled "Exclusions."
- Non-emergency services received in an emergency room.

- 14. Subsection VI.H. Home Health Services is amended by deletion of the exclusion for "*Health care services* and other services at any site other than *your* home." which, along with the corresponding item under Section VII. Exclusions, is replaced with the following:
 - *Health care services* at any site other than *your* home. This exclusion does not apply to coverage for up to 120 hours of services provided by a home care nurse or personal care assistant to a ventilator-dependent person during the time the ventilator-dependent person is in a *hospital*.
- 15. Subsection VI.J. Hospital Services is amended by deletion of the page header, which is replaced with the following:

Benefits	Participating Provider Plan Payment	Non-Participating Provider Plan Payment
		Note: For non-participating providers, in addition to any deductibles and coinsurance, you pay all charges that exceed the non-participating provider reimbursement value usual and customary amount, when applicable.*

- 16. Subsection VI.J. *Hospital* Services is amended by the addition of the following paragraphs directly beneath the *benefit* schedule:
 - In the case of *health care services* (other than *emergency services*) furnished by a *non-participating provider* with respect to a visit at a *hospital* or ambulatory surgical center which is a *participating provider*.
 - (A) Unless the *non-participating provider* has satisfied the notice and consent requirements described in Section IV.T. of this SPD entitled **Balance Billing**.
 - (1) Your deductible and coinsurance will be calculated as if the total amount charged for such non-emergency health care services were equal to the recognized amount; and
 - (2) The *Plan* will pay 80% of the *out-of-network rate* after the *deductible*.
 - (B) If the *non-participating provider* has satisfied the notice and consent requirements, then the *Plan* will pay according to the terms of the *non-participating provider benefit* in the table above.
- 17. Subsection VI.J. Hospital Services is amended by the addition of the following item to the list of covered services under the paragraph titled "Outpatient Hospital, Ambulatory Care, Surgical Facility Services, Partial Hospital or Day Treatment Services":
 - Medically necessary health care services, including equipment and supplies, that are prescribed by your provider for the management and treatment of type I diabetes, type II diabetes, and/or gestational diabetes.
- 18. Subsection VI.J. Hospital Services is amended by deletion of the final sentence of the paragraph titled "Hospital or Residential Treatment Facility Care for Emotionally Disabled Children," which is replaced with the following:

The child through 25 years of age must be an eligible dependent according to the terms of the SPD.

- 19. Subsection VI.J. Hospital Services is amended by deletion of the exclusions for "Genetic testing and associated health care services, except as covered under this SPD," and "Marital counseling, relationship counseling, family counseling except as otherwise described in this SPD, or other similar counseling or training services" which, along with the corresponding items under Section VII. Exclusions, are replaced with the following:
 - Genetic testing and associated health care services, unless *medically necessary* or as otherwise covered under the "Hospital Services" and "Office Visits" sections of this SPD.
 - Marital counseling, relationship counseling, family counseling or other similar counseling or training services, except as covered under the "Hospital Services" and "Office Visits" sections of this SPD.
- 20. All references to "ambulatory surgery center" are hereby changed to "ambulatory surgical center" throughout the SPD.

- 21. Subsection VI.L. Office Visits is amended by deletion of the bullet point for "Allergy injections" from the list of covered services, which is replaced with the following:
 - Allergy testing and injections.
- 22. Subsection VI.L. Office Visits is amended by the addition of the following bullet point to the list of covered services:
 - Medically necessary health care services, including equipment and supplies, that are prescribed by your provider for the management and treatment of type I diabetes, type II diabetes, and/or gestational diabetes.
- 23. Subsection VI.L. Office Visits is amended by deletion of the exclusions for "Genetic testing and associated *health care services*, except as covered under this *SPD*," and "Marital counseling, relationship counseling, family counseling except as otherwise described in this *SPD*, or other similar counseling or training services" which, along with the corresponding items under Section VII. Exclusions, are replaced with the following:
 - Genetic testing and associated health care services, unless *medically necessary* or as otherwise covered under the *"Hospital* Services" and "Office Visits" sections of this SPD.
 - Marital counseling, relationship counseling, family counseling or other similar counseling or training services, except as covered under the "Hospital Services" and "Office Visits" sections of this SPD.
- 24. Subsection VI.L. Office Visits is amended by the addition of the following item to the end of the exclusions list and also to the corresponding exclusion under Section VII. Exclusions:
 - Conversion therapy.
- 25. Subsection VI.M. Organ and Bone Marrow *Transplant Services* is amended by deletion of the exclusion for "*Health care services* related to organ, tissue and bone marrow transplants and stem cell support procedures or peripheral stem cell support procedures that are *investigative* for *your* condition," along with the corresponding exclusion under Section VII. Exclusions.
- 26. Subsection VI.N. Physical Therapy, Occupational Therapy and Speech Therapy is amended by deletion of the exclusion for "Sensory integration therapy when used for a reason other than the treatment of feeding disorders" which, along with the corresponding exclusion under Section VII. Exclusions, is replaced with the following:

Sensory integration therapy when used for a reason other than the treatment of autism or feeding disorders.

- 27. Subsection VI.O. Prescription Drug Services is amended by deletion of the exclusions for "Over-the-counter home testing products, except diabetic supplies, glucose monitors and blood and urine test strips for diabetes as covered under the 'Durable Medical Equipment ('DME') Services, Prosthetics and Orthotics' or 'Prescription Drug Services' sections of this SPD," "Compounded drugs that are being used for bio-identical hormone replacement therapy, unless otherwise covered," and "Certain combination drugs and other drugs, regardless of formulary status will not be covered according to the Plan's pharmacy policy titled 'Cost Benefit Program.' Contact Customer Service for a copy of this policy or a list of the affected drugs. This policy is subject to change," which, along with the corresponding items under Section VII. Exclusions, are replaced with the following:
 - Over-the-counter home testing products, except at-home tests for COVID19 and diabetic supplies, glucose monitors and blood and urine test strips for diabetes as covered under the "Durable Medical Equipment ("DME") Services, Prosthetics and Orthotics" and "*Prescription Drug* Services" sections of this *COC*.
 - Compounded drugs that are being used for bio-identical hormone replacement therapy, except as covered under this "Prescription Drug Services" section of this SPD.
 - Combination drugs, extended release drugs or new formulations of an existing drug not supported by reliable evidence in accordance with the *Plan's* pharmacy policy titled "Cost Benefit Program." Contact Customer Service for a copy of this policy or a list of the affected drugs. This policy is subject to change.
- 28. Subsection VI.Q. *Preventive Health Care* Services is amended by the addition of the following sentence to the paragraph beginning "Child health supervision services includes...":

Please refer to the Affordable Care Act Preventive Health Care Services schedule to determine if additional coverage is available.

29. Subsection VI.Q. *Preventive Health Care* Services is amended by the addition of the following bullet point beneath the note stating "Some *preventive health care services* (example: routine immunizations, preventive medication, etc.) may be obtained at a pharmacy"

Notes:

- Non-preventive health care services are not covered under this section of the SPD.
- Non-routine *health care services*, including but not limited to non-routine prenatal services, are not covered under this section of the SPD.
- 30. Subsection VI.Q. *Preventive Health Care* Services is amended by deletion of the following exclusions. The corresponding exclusions are also deleted from Section VII. Exclusions:
 - Non-preventive health care services are not covered under this section of the SPD.
 - Non-routine *health care services*, including but not limited to non-routine prenatal services, are not covered under this section of the *SPD*.
- 31. All references to "at risk for ovarian cancer" are hereby changed to "at risk for ovarian cancer" throughout the SPD.
- 32. Subsection VI.R. *Reconstructive* Surgery is amended by deletion of the exclusion for "Health care services to treat conditions that are cosmetic in nature" which, along with the corresponding item under Section VII. Exclusions, is replaced with the following:

Health care services to treat conditions that are cosmetic in nature, including preoperative procedures and any medical or surgical complications arising therefrom, except for *emergency services* as required under Minnesota Statute 62Q.55 that are the result of complications of an excluded cosmetic surgery and for which coverage is provided under the "Emergency Services" section of this SPD.

33. Subsection VI.S. Skilled Nursing Facility Services is amended by deletion of the second paragraph, which is replaced with the following:

Skilled nursing facility services include room and board, daily skilled nursing and related services. The Plan Administrator determines when care no longer meets criteria for coverage.

34. Section VII. Exclusions is amended by deletion of exclusions #1, #3, and #7, which are replaced with the following:

1. Health care services that are not medically necessary, unless the specific terms of a participating provider's written agreement with the national network vendor applicable to the *Plan* precludes application of the exclusion.

3. Health care services that are investigative and their associated expenses, unless the specific terms of a participating provider's written agreement with the national network vendor applicable to the *Plan* precludes application of the exclusion.

- 7. Charges for *health care services* that are duplicate services.
- 35. Section VII. Exclusions is amended by deletion of the exclusions for "Routine eye examinations, except as covered under this SPD," "Health care services provided by providers who have not completed professional level education and licensure as determined by the Plan Administrator," "Nutritional and food supplements, except for folic acid as covered under the *Preventive Health Care Services* Schedule and amino-acid based elemental formulas and enteral feedings as covered under the 'Durable Medical Equipment (DME) Services, Prosthetics, and Orthotics' section of this SPD," and "Private duty nursing, except as covered under this SPD. This exclusion does not apply if you are also covered under Medical Assistance and coverage is required by Minnesota Statute 62Q.545," which are replaced with the following:

Routine eye examinations, except as covered under the "Preventive Health Care Services" section of this SPD.

Routine hearing examinations, except as covered under the "Preventive Health Care Services" section of this SPD.

Health care services provided by providers who have not completed professional level education and licensure.

Nutritional and food supplements, except for folic acid as covered under the *Preventive Health Care Services* Schedule and except for amino-acid based elemental formulas and enteral feedings, including for the treatment of phenylketonuria

when recommended by a *physician*, or as otherwise covered under the "Durable Medical Equipment ("DME") Services, Prosthetics, and Orthotics" section of this SPD.

Private duty nursing, unless *medically necessary* and as covered under the "*Hospital* Services" section of this SPD. This exclusion does not apply if *you* are also covered under Medical Assistance and coverage for home care nursing services is required by Minnesota Statute 62Q.545.

36. Section VII. Exclusions is amended by deletion of the following exclusions in their entirety. The remaining exclusions are not renumbered:

Health care services not directly related to your care.

Health care services that are paid under Medicare Part B but only to the extent *you* are eligible to be covered under Medicare Part B and *you* and/or this *Plan* are not subject to Medicare secondary rules.

Health care services provided by certified surgical technicians, certified surgical assistants, first surgical assistants, or orthopedic technicians.

Health care services including facility charges performed in a non-participating provider free-standing birth center unattached to a hospital facility.

Vagus nerve stimulator treatment for the treatment of depression and quantitative electroencephalogram treatment for the treatment of behavioral health conditions.

37. Section VII. Exclusions is amended by deletion of the exclusions for "Charges that exceed the usual and customary amount or the emergency services non-participating provider reimbursement value for health care services received from non-participating providers, including non-participating provider pharmacies," "health care services associated with non-covered services, including, but not limited to, diagnostic tests, monitoring, laboratory services, drugs and supplies," and "Orthognathic Surgery, except when medically necessary for treatment of temporomandibular joint disorder and craniomandibular disorder," which are replaced with the following:

Charges that exceed the usual and customary amount for health care services received from non-participating providers, including non-participating provider pharmacies.

Non-emergency health care services performed directly in connection with the performance of a non-covered health care service.

Orthognathic surgery, except when medically necessary for treatment of temporomandibular joint disorder and craniomandibular disorder, treatment of cleft lip or cleft palate, or as otherwise covered under the "Dental Services" and "Hospital Services" sections of this SPD.

- 38. Section VIII. Ending *Your* Coverage is amended by deletion of the following item from the list of coverage termination dates:
 - For a spouse, the end of the month following the date of divorce.
- 39. Section XIV. How to Submit a Bill if *You* Receive One for *Covered Services* is deleted in its entirety and replaced with the following:

A. Bills from Participating Providers

When you present your identification card at the time of requesting services from participating providers, paperwork and submission of post-service claims relating to services will be handled for you by your participating provider. You may be asked by your provider to sign a form allowing your provider to submit claims on your behalf. Your provider will then submit the post-service claim under the Plan in accordance with the terms of its participation agreement. Your claim will be processed for payment according to the Employer's coverage guidelines. The TPA must receive claims within 365 calendar days or a longer time period, if any, specifically set forth in the participating provider's reimbursement contract after the date services were incurred. Claims received after the deadline will be denied.

B. Bills from Non-Participating Providers

Claim Submission. You must submit a completed *claim* form in writing for services provided by a *non-participating* provider, together with an itemized bill for the services *incurred*. If you need *claim* forms, please contact Customer Service. Your claim will be processed for payment according to the Employer's coverage guidelines. outlined in the

next section. The *TPA* must receive *claims* within 365 calendar days after the date services were *incurred*. If the *Plan* is discontinued, the deadline for the receipt of *claims* is 180 calendar days. *Claims* received after the deadline will be denied. All or any portion of any *benefits* provided by the *Plan* may be paid directly to the *provider* rendering the services.

If you pay a bill for services, you must submit a completed claim form in writing along with an itemized bill for the services incurred, and proof of your payment. Payment will be made according to the Employer's coverage guidelines.

40. Section XV. Initial *Benefit* Determinations of Post-Service *Claims* is amended by the addition of the following paragraphs after the first paragraph:

Filing Procedure for Post-Service *Claims*. To file a post-service *claim*, *you* or *your* attending *provider* must submit an itemized bill in writing and in accordance with the procedures and within the deadlines described in the section entitled "How to Submit a Bill if *You* Receive One for *Covered Services*." To be considered a properly filed post-service *claim* under the *Plan*, *your* completed *claim* form, together with an itemized bill and the essential data elements, must be submitted in writing to Customer Service at the mailing address noted inside the cover page to this *SPD*. *Your* postservice *claim* must include at least the following essential data elements:

- The identity of the covered person and provider of services;
- The date(s) of services;
- A specific medical diagnosis; and
- Specific treatment, health care service, or procedure codes for which benefits or payment is requested.

An explanation of these essential data elements will be provided to *you*, upon request and free of charge, by calling Customer Service. If *you* or *your* attending *provider* have not submitted the post-service *claim* in accordance with these filing procedures, including a failure to submit all essential data elements, *your* post-service *claim* will be treated as incorrectly filed. Please note that the time periods for making an initial *benefit* determination begin when Customer Service receives a written post-service *claim* submitted in accordance with the *Plan's* filing procedures.

41. Section XIX. Definitions of Terms Used is amended by deletion in their entirety of the definitions for "Emergency" and "Emergency Services Non-Participating Provider Reimbursement Value."

42. Section XIX. Definitions of Terms Used is amended by revision of the definitions for "Coinsurance," "Emergency Services," "Non-participating Provider," "Participating provider" and "Unauthorized Provider Services" as noted below:

Coinsurance	A portion of <i>eligible charges</i> that is paid by <i>you</i> and a separate portion that is paid by the <i>Plan</i> for <i>covered services</i> . Your coinsurance is a percentage of those <i>eligible</i> <i>charges</i> that are the (1) discounted charges that are negotiated with the <i>participating</i> <i>provider</i> and calculated at the time the <i>claim</i> is processed; (2) <i>e usual and customary</i> <i>amount</i> ; or (3) the amount <i>you</i> must pay after satisfying <i>your deductible</i> for <i>emergency services</i> provided by a <i>non-participating provider</i>
Emergency Services	With respect to an <i>emergency medical condition</i> :
	 I. A medical screening examination that is within the capability of the emergency department of a hospital or of an independent freestanding emergency department, as applicable, including ancillary services routinely available to the emergency department, to evaluate such emergency medical condition; and II. Within the capabilities of the staff and facilities available at the hospital or the independent freestanding emergency department, as applicable, such further medical examination and treatment to stabilize the patient (regardless of the department of the hospital in which such further examination or treatment is furnished).
	I. Unless each of the conditions described in subclause (II) are met, items and
	services:
	a. Which are <i>covered services</i> ; and

Non-Participating Provider	 b. That are furnished by a non-participating provider or non-participating emergency facility (regardless of the department of the hospital in which such items or services are furnished) after you are stabilized and as part of outpatient observation or an inpatient or outpatient stay with respect to the visit in which the services described in clause (i) are furnished. II. Conditions. If you are stabilized and furnished additional items and services described in subclause (I) after such stabilization by a provider or facility described in subclause (I), the conditions are the following: a. Such provider or facility determines you are able to travel using nonmedical transportation or nonemergency medical transportation. b. Such provider furnishing such additional items and services satisfies the notice and consent criteria required by federal law with respect to such items and services. c. You are in a condition to receive the information provided in the notice and to provide informed consent, in accordance with applicable federal and state law. d. Any other conditions required by law, such as conditions relating to coordinating care transitions to participating providers and facilities.
won-r anticipating I roviaer	A physician of other health care provider who, when providing <i>health care services</i> , is acting within the scope of practice of that <i>provider's</i> license or certification under applicable State law; or A facility, like a clinic or <i>hospital</i> ; That is not a <i>participating provider</i> .
Participating Provider	 A <i>physician</i> or other health care <i>provider</i> who is acting within the scope of practice of that <i>provider's</i> license or certification under applicable State law; or A facility, like a <i>hospital</i> or clinic: That is directly contracted to participate in the specific <i>TPA participating provider</i> network designated by <i>Plan Administrator</i> to provide benefits to <i>covered persons</i> enrolled in this <i>SPD</i>. The participating status of <i>providers</i> may change from time to time.
	<i>Participating providers</i> may also be offered from other Preferred Provider Organizations that have contracted with <i>TPA</i> .
Unauthorized Provider Services	 Unauthorized provider services are incurred when a member receives health care services: 1. From a non-participating provider in a participating provider's practice setting other than a hospital or ambulatory surgical center. 2. From a participating provider that sends a specimen taken from the member in the participating provider's practice setting other than a hospital or ambulatory surgical center to a laboratory, pathologist, or other medical testing facility that is a non-participating provider; or 3. that are performed by a non-participating provider in a setting other than a hospital or ambulatory surgical center to a moulatory surgical center, if a referral for the health care services is required by the Plan. The services described in clauses 1. to 3., are not unauthorized provider services if the member gives advance written consent to the provider acknowledging that the use of the non-participating provider, or that the health care services to be rendered, may result in costs not covered by the Plan.
	and in Minnesota §62Q.55, subdivision 3.

43. Section XIX. Definitions of Terms Used is amended by the addition of the following definitions:

Ancillary Services	 Subject to changes made by the U.S. Department of Health and Human Services, ancillary services are, with respect to a hospital or ambulatory surgical center, which is a participating provider: (A) health care services related to emergency medicine, anesthesiology, pathology, radiology, and neonatology, whether or not provided by a physician or non-physician practitioner, and health care services provided by assistant surgeons, hospitalists, and intensivists;
	 (B) diagnostic services (including radiology and laboratory services); and (C) health care services provided by a non-participating provider if there is no participating provider who can furnish such health care services at such hospital or ambulatory surgical center.
At Risk for Ovarian Cancer	Means the following:
	 Having a family history: With one or more first- or second-degree relatives with ovarian cancer; Of clusters of women relatives with breast cancer, or Of nonpolyposis colorectal cancer; or Testing positive for BRCA1 or BRCA2 mutations
Continuing Care Patient	Continuing care patient means a covered person who is:
	 Undergoing a course of treatment for a serious and complex condition from a participating provider; Undergoing a course of institutional or inpatient care from a participating municipating
	 provider; 3. Scheduled to undergo nonelective surgery from a participating provider, including receipt of postoperative care from such participating provider with respect to such a surgery;
	4. Pregnant and undergoing a course of treatment for the pregnancy from <i>participating provider</i> ; or
	5. Or was determined to be terminally ill (i.e. <i>you</i> have received a medical prognosis that <i>your</i> life expectancy is 6 months or less) and is receiving treatment for such illness from <i>participating provider</i> .
Emergency (Also Emergency Medical Condition)	See definition of emergency medical condition.
Emergency Department of a Hospital	A hospital outpatient department that provides emergency services.
Emergency Medical Condition (Also Emergency)	A medical condition, including a mental health condition or substance use disorder, 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 a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that the absence of immediate medical attention could reasonably be expected to result in: i. 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; ii. serious impairment to bodily functions; or iii. serious dysfunction of any bodily organ or part.
Fee Schedule	The amount that the <i>participating provider</i> has contractually agreed to accept as reimbursement in full for <i>covered services</i> . This amount may be less than the <i>provider's</i> usual charge for the <i>health care service</i> .
	If health care services are delivered to you via telemedicine by a distant site participating provider who is not a designated participating provider for web based

	(online) care, the Plan will reimburse such participating provider on the same basis and using the same fee schedule as would apply if the covered services had been delivered in person by the distant site participating provider.
Independent Freestanding	A health care facility that:
Emergency Department	 i. is geographically separate and distinct and licensed separately from a <i>hospital</i> under applicable State law; and ii. provides any of the <i>emergency services</i> listed in section i. of the definition of <i>emergency services</i>.
Out-of-Network Rate	The term 'out-of-network rate' means, with respect to <i>emergency services</i> provided by a <i>non-participating provider</i> :
	(i) Subject to clause (iii), the amount determined in accordance with any state law in effect in the state where such <i>emergency services</i> were provided;
	(ii) Subject to clause (iii), if no such state law which would determine the amount under clause (i) is in effect:
	(I) Subject to subclause (II), the amount agreed to by the <i>TPA</i> and the <i>non-participating provider</i> ; or
	(II) If the TPA and the non-participating provider enter the independent dispute resolution (IDR) process under the No Surprises Act and do not agree on an amount before a certified IDR entity makes a determination on the amount to be paid to the non-participating provider, then the amount determined by the certified IDR entity; or
	(iii) In the case the state has an All-Payer Model Agreement under section 1115A of the Social Security Act, the amount that the state approves under such All-Payer Model Agreement for such emergency services provided by the non- participating provider.
Qualifying Payment Amount	The calculation for this amount is to be determined in accordance with the applicable federal regulation. Call Customer Service for further information.
Recognized Amount	With respect to an item or service furnished by a non-participating provider:
	i. Subject to clause (iii), in the case of such item or service furnished in a state that has in effect a law that determines the amount to be paid for such item or service;ii. Subject to clause (iii), in the case of such item or service furnished in a state that does not have in effect such a state law, the amount that is the <i>qualifying payment</i>
	amount; or iii. In the case of such item or service furnished in a state with an All-Payer Model Agreement under section 1115A of the Social Security Act, the amount that the state approves under such system for such item or service.
Serious and Complex	Serious and complex condition means, with respect to a covered person:
Condition	1. In the case of an acute illness, a condition that is serious enough to require specialized medical treatment to avoid the reasonable possibility of death or permanent harm; or
	 In the case of a chronic illness or condition, a condition that: Is life-threatening, degenerative, potentially disabling, or congenital; and Requires specialized medical care over a prolonged period of time.
Stabilize, To	With respect to an <i>emergency medical condition</i> , to provide such medical treatment of the condition as may be necessary to assure, within reasonable medical probability, that no material deterioration of the condition is likely to result from or occur during the transfer of the individual from a facility, or, with respect to an <i>emergency condition</i> involving a pregnant woman who is having contractions, to deliver (including the placenta).

This Amendment does not change, alter, or amend any of the other provisions or limitations of the SPD.

This Amendment will be printed following receipt of the following signatures. Agreed to and accepted by:

Plan Sponsor Murray County	Third Party Administrator PreferredOne Administrative Services, Inc.
Company Representative	Company Representative
Title	Title
(Please print name of Company Representative)	(Please print name of Company Representative)
Date	Date

Important Note For Employers/Plan Sponsors: PreferredOne recommends that each employer/plan sponsor consult with their tax and/or legal advisor to review the Plan's current provisions (including, but not limited to, the eligibility, enrollment, termination of coverage, and employee contribution/premium sharing provisions), employer's overall employee/workforce demographics, and all other relevant facts and circumstances to determine: (a) whether employer is an "applicable large employer" within the meaning of Section 4980H of the Internal Revenue Code and the guidance issued thereunder ("Section 4980H"); (b) the applicable date of Section 4980H; and (c) whether employer has any risk of penalties under Section 4980H (i.e., the employer shared responsibility penalties aka "pay or play penalties"). Employer is solely responsible for making such determinations and ensuring the Plan Document and each Summary Plan Description (SPD), including, but not limited to, the eligibility, enrollment, and termination of coverage provisions thereof, are drafted in a manner consistent with employer's strategy (if any) for mitigating such penalties. If employer is using the look back measurement method under Section 4980H (the "look back method"), employer is solely responsible for ensuring the Plan Document and each SPD contain the provisions needed to enable employer to use the look back method. Employer is also solely responsible for drafting and adopting a separate document containing employer's policies and procedures implementing the look back method and for administering such policies and procedures. Employer shall make such policies and procedures available to PreferredOne and employer's excess risk insurer upon request. PreferredOne has no responsibility for making any determinations or taking any actions referenced in this note and shall have no liability with respect to any penalties assessed against employer under Section 4980H.

Amendment to the Summary Plan Description for Murray County Employee Medical Plan Mid Medical Option

Amendment #2 to the 2020 Restated Summary Plan Description

This Amendment is hereby made a part of the Summary Plan Description (SPD), is effective January 1, 2022, and is as follows:

1. Subsection IV.D. Designated Website or *Provider* Directory is deleted in its entirety and replaced with the following:

D. Provider Directory

You may find *participating providers* by going to <u>www.preferredone.com</u> and signing into *your* account. In the section of the web page entitled **FIND A HEALTHCARE PROVIDER**, there are links with the names of the *provider* networks you have access to under this *SPD*. Clicking on a link will take you to the directory of *providers* participating in that *provider* network. Coverage may vary according to *your provider* selection.

The list of *participating providers* frequently changes and the *TPA* does not guarantee that a listed *provider* is a *participating provider*. You may want to verify that the *provider you* choose is a *participating provider* by calling Customer Service at the telephone number listed on the inside cover of this *SPD*. If you call Customer Service, the *TPA* will respond to you as soon as practicable but in no case later than 1 business day after your call is received, through a written electronic communication or, at your request, a hard copy communication. *Provider* directories are available to you upon request.

If either:

- (A) You received through a telephone call to Customer Service, or through an Internet-based provider directory made available by the TPA, information confirming that a provider was a participating provider with respect to furnishing certain health care services but the provider which furnished the health care services after you received such information was a non-participating provider; or
- (B) The TPA did not make available an Internet-based provider directory and you requested before you received certain health care services through a telephone call to Customer Service information on whether the provider was a participating provider with respect to furnishing such health care services and was informed by Customer Service that the provider was a participating provider;

Then the Plan:

- (A) Shall not impose on *you* a cost-sharing amount (e.g. a *deductible* or *copayment*) for such *health care services* furnished by the *non-participating provider* that is greater than the cost-sharing amount that would apply had such *health care services* been furnished by a *participating provider*; and
- (B) Shall apply the out-of-pocket maximum that would apply if such *health care services* were furnished by a *participating provider*.

2. Subsection IV.L. Disclosure of *Provider* Payment Methods is amended by deletion of the 3rd paragraph, which is replaced with the following:

Post-service claims submitted to TPA for non-participating provider benefits are paid on a fee-for-service basis. TPA determines covered person benefits based on the usual and customary amount, recognized amount, qualified payment amount, or billed charges, whichever is applicable.

3. Subsection IV.M. Medical Technology and Treatment Review is deleted in its entirety and replaced with the following:

Depending on the focus of the technology or treatment, one of two committees (Integrated Health Quality Subcommittee or the Pharmacy and Therapeutics Quality Subcommittee) determines whether new and existing medical treatments and technology should be *covered services*. These committees are made up of *TPA* staff and independent community

physicians who represent a variety of medical specialties. Their goal is to find the right balance between making improved treatments available and guarding against unsafe or unproven approaches. These committees carefully examine the scientific evidence and outcomes for each treatment/technology being considered. The Quality Management Committee that is made up of independent community *physicians*, a consumer representative and *TPA* staff oversees the decisions of the subcommittees.

4. Subsection IV.O. Medical Equipment, Supplies and *Prescription Drugs* is deleted in its entirety and replaced with the following:

O. Medical Equipment, Supplies and Prescription Drugs

Your coverage under this SPD may provide different coverage options for medical equipment, supplies or prescription drugs than your coverage under a previous calendar year.

5. The following *Balance Billing* subsection is added to the end of Section IV, following the subsection titled "Good Faith Estimate."

T. Balance Billing

- (1) If you receive emergency services (for which benefits are provided under this SPD) because of an emergency medical condition with respect to a visit at an emergency department of a hospital or an independent freestanding emergency department, which is a non-participating provider, then such non-participating provider may not bill you, and may not hold you liable, for any amount for such emergency services which is more than the deductible and coinsurance requirements for such services under this SPD.
- (2) If a non-participating provider furnishes health care services other than emergency services (for which benefits are provided under this SPD) to you at a hospital or ambulatory surgical center, which is a participating provider, then:
 - a) The non-participating provider may not bill you, and may not hold you liable, for any amount for such health care services furnished by such non-participating provider with respect to a visit at the hospital or ambulatory surgical center which is more than the deductible and coinsurance requirements for such services under this SPD; unless;
 - b) The *health care services* are not *ancillary services* and the *non-participating provider* satisfies the notice and consent criteria in paragraph (c).
 - c) The non-participating provider provides to the covered person:
 - i. A written notice in paper or electronic form, as selected by you, that contains the following information:
 - A statement that the provider is a non-participating provider;
 - The good faith estimated amount that such *non-participating provider* may charge *you* for the *health care services* involved (and any other related *health care services* reasonably expected to be furnished by the *non-participating provider*), including notification that the provision of the estimate or consent does not constitute a contract with respect to the estimated charges or a contract that binds the *covered person* to be treated by the *hospital*, ambulatory surgical center, or *non-participating provider*;
 - A statement that prior authorization or other care management limitations may be required in advance of receiving such *health care services* at the *hospital* or ambulatory surgical center;
 - A statement that consent to receive such *health care services* from such *non-participating provider* is optional and that the *covered person* may instead seek care from an available *participating provider* and that the cost-sharing responsibility of the *covered person* would not exceed the responsibility that would apply with respect to such *health care services* furnished by a *participating provider*.
 - ii. A consent form that must be signed by the *covered persons* before such *health care services* are furnished and that:
 - Acknowledges that the *covered person* has been:
 - Provided with the written notice described in paragraph (i) of this subsection, in the form selected by the *covered person*; and
 - Informed that the payment of such charge by the *covered person* might not accrue toward meeting any limitation that *your* coverage places on cost sharing, including an explanation

that such payment might not apply to an in-network *deductible* or *out-of-pocket maximum* applied under *your* coverage;

- States that by signing the consent form, the *covered person* agrees to be treated by the *non-participating provider* and understands the *covered person* may be balance billed and subject to cost sharing requirements that apply to *health care services* furnished by the *non-participating provider*; and
- Documents the time and date on which the *covered person* received the written notice described in paragraph (i) of this subsection and the time and date on which the *covered person* signed the consent form to be furnished such *health care services* by such *non-participating provider*.

The No Surprises Act prohibits balance billing in most circumstances. If you have questions regarding what constitutes a "Balance" bill, please contact Customer Service at 763-847-4477 or 1-800-997-1750 (toll free), or visit the *TPA*'s member website at <u>www.preferredone.com</u>.

6. The following Continuity of Care subsection is added to the end of Section IV., following the subsection titled *"Balance Billing."*

U. Continuity of Care

- (1) If you are a *continuing care patient* and:
 - (A) The *Plan Administrator's* contract with the *participating provider* that is providing *your* continuing care terminates for any reason other than the *participating provider*'s failure to meet applicable quality standards or fraud;
 - (B) Your benefits under this SPD for the health care services provided by the participating provider that is providing your continuing care terminate because of a change in the terms of the Plan Administrator contract with such participating provider.
- (2) Then:
 - (A) The Plan Administrator will notify you of the applicable event described in (1) and your right to elect continued transitional care from such non-participating provider (in the event of notice under (1)(A)) or such participating provider (in the event of notice under (1)(B));
 - (B) The *Plan Administrator* will provide *you* with an opportunity to notify the *Plan* of *your* need for transitional care; and
 - (C) The Plan Administrator will allow you to elect to continue to have benefits for transitional care provided under this SPD, under the same terms and conditions as would have applied under this SPD had the applicable termination not occurred, as long as such benefits are for the course of treatment provided by such non-participating provider (in the event of notice under (1)(A)) or such participating provider (in the event of notice under (1)(A)) or such participating provider (in the event of notice under (1)(B)) relating to your status as a continuing care patient during the period beginning on the date on which the notice in (2)(A) is provided and ending on the earlier of:
 - i. The 90-day period beginning on such date; or
 - ii. The date on which you are no longer a continuing care patient of such non-participating provider (in the event of notice under (1)(A)) or such participating provider (in the event of notice under (1)(B))
- 7. Subsection V.B. Enrollment and *Effective Date* is amended by deletion of the paragraphs titled "Newborn Enrollment under Minnesota Law" and "Newly Adopted Child Enrollment under Minnesota Law," which are replaced with the following:

Newborn Enrollment under Minnesota Law. Minnesota law requires, notwithstanding the special enrollment deadlines stated below, that newborn infants, including the *covered employee*'s newborn grandchildren, who were born while the *covered employee* is covered under this SPD, and enrolled for coverage of at least one dependent, and who are otherwise eligible for coverage, be covered immediately from the moment of birth for illness, injury, congenital malformation, or premature birth, regardless of when the *Plan Administrator* receives notice.

Newly Adopted Child Enrollment under Minnesota Law. Minnesota law requires, notwithstanding the special enrollment deadlines stated below, that children newly adopted or placed for adoption while the *covered employee* is covered under this *SPD*, and who are otherwise eligible for coverage, be covered immediately from the moment of adoption or placement for adoption for illness, injury, congenital malformation, or premature birth, regardless of when the *Plan Administrator* receives notice.

8. Subsection VI. *Benefit Schedule* is amended by deletion of the second paragraph, which is replaced with the following:

Discounts negotiated by or on behalf of the TPA with providers may affect your copayment, deductible and coinsurance amount. This Plan may pay higher benefits if you choose a participating provider. If you use a non-participating provider, in addition to any copayments, deductibles and coinsurance, you pay all charges that exceed the usual and customary amount, when applicable.

9. Subsection VI.B. Deductible and Out-of-Pocket Limit is deleted in its entirety and replaced with the following:

Covered Employee Only	Participating Providers	Non-Participating Providers
Deductible	\$2,800 per calendar year for all eligible charges.	
Out-of-Pocket Limit	The out-of-pocket limits are combined for eligible charges from participating providers and non-participating providers.	
	\$2,800 per calendar year.	\$3,500 per calendar year.
Family (Covered Employee and Covered Dependents)	Participating Providers	Non-Participating Providers
Family Deductible	\$5,200 per family (\$2,800 per covered person) per calendar year for all eligible charges.	
Family Out-of-Pocket Limit		mbined for <i>eligible charges</i> from a non-participating providers.
	\$5,200 per family (\$2,800 per covered person) per calendar year	\$6,500 per family (\$3,500 per covered person) per calendar yea

Deductible: Once you have incurred eligible charges equal to the deductible shown above, the Plan will pay benefits for the rest of the calendar year. When members of your family have incurred eligible charges equal to the family deductible shown above, all family members are deemed to have satisfied their individual deductibles for that calendar year. You must submit copies of bills for eligible charges used to satisfy the deductible to the TPA. Expenses you pay for pre-certification penalties, copayments, prescription drug payments and any amount in excess of the usual and customary amount will not apply to the deductible.

Out-of-Pocket Limit: After you have met the out-of-pocket limit per calendar year for copayments, coinsurance and deductibles, the Plan covers the remaining eligible charges incurred. You must pay any amounts greater than the out-of-pocket limit if any benefit, day, or visit maximums are exceeded. Expenses you pay for pre-certification penalties and any amount in excess of the usual and customary amount will not apply towards satisfaction of the out-of-pocket limit.

Cost Sharing. The amount of the flat fee *copayments* is calculated on *provider* allowed charges. The *provider's* allowed charge is the full amount that the *provider* bills less any discount negotiated by the *TPA* with the *provider's* allowed. The calculation of the *coinsurance* is based on the least of the *provider's* allowed charge, the *fee schedule* negotiated by the *TPA* with the *participating provider*, or the *usual and customary amount*, except for: (1) the calculation of the *coinsurance* for *emergency services* provided by a *non-participating provider*, in which case, the calculation of the *coinsurance* will be based on the *recognized amount*; (2) the calculation of the *coinsurance* will be based on the *recognized amount*; (2) the calculation of the *coinsurance* will be based on the *recognized amount*; (2) the calculation of the *coinsurance* will be based on the lesser provider by a *non-participating provider*, in which case, the calculation of the *coinsurance* for *non-participating provider*, in which case, the calculation of the *coinsurance* for *non-participating provider*, in which case, the calculation of the *coinsurance* for *non-participating provider*, in which case, the calculation of the *coinsurance* for *non-participating provider*, in which case, the calculation of the *coinsurance* for *non-participating provider*, in which case, the calculation of the *coinsurance* for *non-participating provider*, in which case, the calculation of the *coinsurance* will be based on the *recognized amount*.* The *deductible* is first subtracted from the allowed charge, *fee schedule*, or the *usual and customary amount*, the *recognized amount*, or the amount calculated for air ambulance services provided by a *non-participating provider* whichever is applicable, then the *coinsurance* percentage is applied to the remainder.

* If a non-participating provider provides non-emergency health care services at a hospital or ambulatory surgical center which is a participating provider and the non-participating provider has satisfied the notice and consent requirements described in Section IV.T. Balance Billing, then the Plan will pay for charges for such non-emergency health care services according to the terms of the non-participating provider benefit in the table in Section VI.J. Hospital Services.

10. Subsection VLC. Ambulance Services is deleted in its entirety and replaced with the following:

Benefits	Participating Provider Plan Payment	Non-Participating Provider Plan Payment
		Note: For non-participating providers, in addition to any deductibles and coinsurance, you pay all charges that exceed the usual and customary amount, when applicable.

C. Ambulance Services		
Ambulance services for an <i>emergency</i>	80% of <i>eligible charges</i> after the <i>deductible</i> .	Same as the <i>participating provider</i> benefit for emergency ambulance services.*
Non-emergency transportation	80% of <i>eligible charges</i> after the <i>deductible</i> .	60% of <i>eligible charges</i> after the <i>deductible</i> .

* Air ambulance services. Covered air ambulance services provided by a *non-participating provider* are subject to the same *deductible* and *coinsurance* requirements that would apply if the services were provided by a *participating provider* of air ambulance services. The *deductible* and *coinsurance* requirements must be calculated as the lesser of the *qualifying payment amount* and the billed amount for the services.

The *Plan* covers ambulance service to the nearest *hospital* or medical center where initial care can be rendered for a medical *emergency*. Air ambulance transport to the nearest *hospital* that is able to render *medically necessary* care, is covered only when the condition is an acute medical *emergency* and is authorized by a *physician*.

The *Plan* also covers *emergency* ambulance (air or ground) transfer from a *hospital* not able to render the *medically necessary* care to the nearest *hospital* or medical center able to render the *medically necessary* care only when the condition is a critical medical situation and is ordered by a *physician*, physician assistant or advanced practice registered nurse and coordinated with a receiving *physician*.

Prior authorization is recommended for:

- Non-emergency ambulance service, from hospital to hospital when care for your condition is not available at the hospital where you were first admitted; and
- Non-*emergency* transfers by ambulance from a *hospital* to other facilities for subsequent covered care or from home to *provider* offices or other facilities for outpatient treatment procedures or tests when medical supervision is required en route.

Exclusions:

- Please see the section entitled "Exclusions."
- Non-*emergency* ambulance service from *hospital* to *hospital* such as transfers and admission to *hospitals* performed only for convenience.
- 11. Subsection VI.E. Dental Services is amended by deletion of the exclusions for "Health care services or dental services, orthodontia and all associated expenses, except as stated in this section," and "Health care services or dental services related to periodontal disease" which, along with the corresponding items under Section VII. Exclusions, are replaced with the following:

Dental services, orthodontia and all associated expenses, except as covered under this section. Dental services related to periodontal disease.

12. Subsection VI.F. Durable Medical Equipment (DME), Services and Prosthetics is amended by deletion of the exclusion for "Duplicate or similar items," which, along with the corresponding item under Section VII. Exclusions, is replaced with the following.

- Duplicate or substantially equivalent items, unless medically necessary.
- 13. Subsection VI.G. Emergency Services is deleted in its entirety and replaced with the following:

Benefits	Participating Provider Plan Payment	Non-Participating Provider Plan Payment
G. Emergency Services		
 <i>Emergency</i> Services <i>Emergency</i> services provided by an immediate response service available on a 24- hour, seven-day-a-week basis for a person having a psychiatric crisis, a mental health crisis or a mental health emergency. 	80% of <i>eligible charges</i> after the <i>deductible</i> .	Same as the <i>participating provider benefit</i> .

You should be prepared for the possibility of a medical *emergency* by knowing your participating provider's procedures for "on call" and after regular office hours before the need arises. Determine the telephone number to call, which *hospital* your participating provider uses and other information that will help you act quickly and correctly. Keep this information in an accessible location in case a medical *emergency* arises.

If you have an *emergency* that requires immediate treatment, call 911 or go to the nearest emergency facility. If possible under the circumstances, you should telephone the clinic where you normally receive care. A *physician*, physician assistant or advanced practice registered nurse will advise you how, when and where to obtain the appropriate treatment.

Note: Services other than *emergency services* received in an emergency room are not covered. If *you* choose to receive non-*emergency services* in an emergency room, *you* are solely responsible for the cost of these services. See *emergency* under "Definitions of Terms Used."

In reviewing *claims* to determine if they are *emergency services* or non-*emergency services*, the *Plan Administrator* will take the following factors into consideration: (1) whether a reasonable layperson would believe that the circumstances required immediate medical care that could not wait until the next working day or next available clinic appointment; (2) the time of day and day of the week the care was provided; (3) the presenting symptoms, including, but not limited to, severe pain, to ensure that the decision to reimburse *emergency services* is not made solely on the basis of the actual diagnosis; (4) *your* efforts to follow the *Plan Administrator*'s established procedures for obtaining *emergency services*; and (5) any circumstances that precluded use of the *Plan Administrator*'s established procedures for obtaining *emergency services*.

Notwithstanding anything in this SPD to the contrary, the Plan shall cover emergency services, whether provided by a participating provider or a non-participating provider, without the need for any prior authorization determination.

In the case of *emergency services* provided by a *non-participating provider*, your copayment, deductible and coinsurance will be calculated as if the total amount charged for such *emergency services* were equal to the *recognized amount*.

Covered services, whether provided by a *participating provider* or a *non-participating provider*, are subject to all of the *benefit* limitations set forth in this *SPD*. You should provide notice to Customer Service of an admission to an inpatient facility within 48 hours or as soon as reasonably possible.

Exclusions:

- Please see the section entitled "Exclusions."
- Non-emergency services received in an emergency room.

14. Subsection VI.H. Home Health Services is amended by deletion of the exclusion for "*Health care services* and other services at any site other than *your* home." which, along with the corresponding item under Section VII. Exclusions, is replaced with the following:

- *Health care services* at any site other than *your* home. This exclusion does not apply to coverage for up to 120 hours of services provided by a home care nurse or personal care assistant to a ventilator-dependent person during the time the ventilator-dependent person is in a *hospital*.
- 15. Subsection VI.J. Hospital Services is amended by deletion of the page header, which is replaced with the following:

Benefits	Participating Provider Plan Payment	Non-Participating Provider Plan Payment
		Note: For non-participating providers, in addition to any deductibles and coinsurance, you pay all charges that exceed the non-participating provider reimbursement value usual and customary amount, when applicable.*

16. Subsection VI.J. *Hospital* Services is amended by the addition of the following paragraphs directly beneath the *benefit* schedule:

- In the case of *health care services* (other than *emergency services*) furnished by a *non-participating provider* with respect to a visit at a *hospital* or ambulatory surgical center which is a *participating provider*.
 - (A) Unless the *non-participating provider* has satisfied the notice and consent requirements described in Section IV.T. of this SPD entitled **Balance Billing**.
 - (1) Your deductible and coinsurance will be calculated as if the total amount charged for such non-emergency health care services were equal to the recognized amount; and
 - (2) The coinsurance percentage applied to such charges is 80%.
 - (3) The Plan will pay 60% of the out-of-network rate after the deductible.
 - (B) If the *non-participating provider* has satisfied the notice and consent requirements, then the *Plan* will pay according to the terms of the *non-participating provider benefit* in the table above.
- 17. Subsection VI.J. Hospital Services is amended by the addition of the following item to the list of covered services under the paragraph titled "Outpatient Hospital, Ambulatory Care, Surgical Facility Services, Partial Hospital or Day Treatment Services":
 - Medically necessary health care services, including equipment and supplies, that are prescribed by your provider for the management and treatment of type I diabetes, type II diabetes, and/or gestational diabetes.
- 18. Subsection VI.J. Hospital Services is amended by deletion of the final sentence of the paragraph titled "Hospital or Residential Treatment Facility Care for Emotionally Disabled Children," which is replaced with the following:

The child through 25 years of age must be an eligible dependent according to the terms of the SPD.

- 19. Subsection VI.J. Hospital Services is amended by deletion of the exclusions for "Genetic testing and associated health care services, except as covered under this SPD," and "Marital counseling, relationship counseling, family counseling except as otherwise described in this SPD, or other similar counseling or training services" which, along with the corresponding items under Section VII. Exclusions, are replaced with the following:
 - Genetic testing and associated health care services, unless *medically necessary* or as otherwise covered under the "Hospital Services" and "Office Visits" sections of this SPD.
 - Marital counseling, relationship counseling, family counseling or other similar counseling or training services, except as covered under the "Hospital Services" and "Office Visits" sections of this SPD.
- 20. All references to "ambulatory surgery center" are hereby changed to "ambulatory surgical center" throughout the SPD.

SPD.AMD20391.22.3.31

- 21. Subsection VI.L. Office Visits is amended by deletion of the bullet point for "Allergy injections" from the list of covered services, which is replaced with the following:
 - Allergy testing and injections.
- 22. Subsection VI.L. Office Visits is amended by the addition of the following bullet point to the list of covered services:
 - Medically necessary health care services, including equipment and supplies, that are prescribed by your provider for the management and treatment of type I diabetes, type II diabetes, and/or gestational diabetes.
- 23. Subsection VI.L. Office Visits is amended by deletion of the exclusions for "Genetic testing and associated *health* care services, except as covered under this SPD," and "Marital counseling, relationship counseling, family counseling except as otherwise described in this SPD, or other similar counseling or training services" which, along with the corresponding items under Section VII. Exclusions, are replaced with the following:
 - Genetic testing and associated health care services, unless *medically necessary* or as otherwise covered under the *"Hospital* Services" and "Office Visits" sections of this SPD.
 - Marital counseling, relationship counseling, family counseling or other similar counseling or training services, except as covered under the "Hospital Services" and "Office Visits" sections of this SPD.
- 24. Subsection VI.L. Office Visits is amended by the addition of the following item to the end of the exclusions list and also to the corresponding exclusion under Section VII. Exclusions:
 - Conversion therapy.
- 25. Subsection VI.M. Organ and Bone Marrow *Transplant Services* is amended by deletion of the exclusion for "*Health care services* related to organ, tissue and bone marrow transplants and stem cell support procedures or peripheral stem cell support procedures that are *investigative* for *your* condition," along with the corresponding exclusion under Section VII. Exclusions.
- 26. Subsection VI.N. Physical Therapy, Occupational Therapy and Speech Therapy is amended by deletion of the exclusion for "Sensory integration therapy when used for a reason other than the treatment of feeding disorders" which, along with the corresponding exclusion under Section VII. Exclusions, is replaced with the following:

Sensory integration therapy when used for a reason other than the treatment of autism or feeding disorders.

- 27. Subsection VI.O. Prescription Drug Services is amended by deletion of the exclusions for "Over-the-counter home testing products, except diabetic supplies, glucose monitors and blood and urine test strips for diabetes as covered under the 'Durable Medical Equipment ('DME') Services, Prosthetics and Orthotics' or 'Prescription Drug Services' sections of this SPD," "Compounded drugs that are being used for bio-identical hormone replacement therapy, unless otherwise covered," and "Certain combination drugs and other drugs, regardless of formulary status will not be covered according to the Plan's pharmacy policy titled 'Cost Benefit Program.' Contact Customer Service for a copy of this policy or a list of the affected drugs. This policy is subject to change," which, along with the corresponding items under Section VII. Exclusions, are replaced with the following:
 - Over-the-counter home testing products, except at-home tests for COVID19 and diabetic supplies, glucose monitors
 and blood and urine test strips for diabetes as covered under the "Durable Medical Equipment ("DME") Services,
 Prosthetics and Orthotics" and "Prescription Drug Services" sections of this COC.
 - Compounded drugs that are being used for bio-identical hormone replacement therapy, except as covered under this "Prescription Drug Services" section of this SPD.
 - Combination drugs, extended release drugs or new formulations of an existing drug not supported by reliable evidence in accordance with the *Plan's* pharmacy policy titled "Cost Benefit Program." Contact Customer Service for a copy of this policy or a list of the affected drugs. This policy is subject to change.
- 28. Subsection VI.Q. *Preventive Health Care* Services is amended by the addition of the following sentence to the paragraph beginning "Child health supervision services includes...":

Please refer to the Affordable Care Act Preventive Health Care Services schedule to determine if additional coverage is available.

29. Subsection VI.Q. *Preventive Health Care* Services is amended by the addition of the following bullet point beneath the note stating "Some *preventive health care services* (example: routine immunizations, preventive medication, etc.) may be obtained at a pharmacy"

Notes:

- Non-preventive health care services are not covered under this section of the SPD.
- Non-routine *health care services*, including but not limited to non-routine prenatal services, are not covered under this section of the SPD.
- 30. Subsection VI.Q. *Preventive Health Care* Services is amended by deletion of the following exclusions. The corresponding exclusions are also deleted from Section VII. Exclusions:
 - Non-preventive health care services are not covered under this section of the SPD.
 - Non-routine *health care services*, including but not limited to non-routine prenatal services, are not covered under this section of the SPD.
- 31. All references to "at risk for ovarian cancer" are hereby changed to "at risk for ovarian cancer" throughout the SPD.
- 32. Subsection VI.R. *Reconstructive* Surgery is amended by deletion of the exclusion for "Health care services to treat conditions that are cosmetic in nature" which, along with the corresponding item under Section VII. Exclusions, is replaced with the following:

Health care services to treat conditions that are cosmetic in nature, including preoperative procedures and any medical or surgical complications arising therefrom, except for emergency services as required under Minnesota Statute 62Q.55 that are the result of complications of an excluded cosmetic surgery and for which coverage is provided under the "Emergency Services" section of this SPD.

33. Subsection VI.S. Skilled Nursing Facility Services is amended by deletion of the second paragraph, which is replaced with the following:

Skilled nursing facility services include room and board, daily skilled nursing and related services. The Plan Administrator determines when care no longer meets criteria for coverage.

34. Section VII. Exclusions is amended by deletion of exclusions #1, #3, and #7, which are replaced with the following:

1. Health care services that are not medically necessary, unless the specific terms of a participating provider's written agreement with the national network vendor applicable to the *Plan* precludes application of the exclusion.

3. Health care services that are investigative and their associated expenses, unless the specific terms of a participating provider's written agreement with the national network vendor applicable to the *Plan* precludes application of the exclusion.

- 7. Charges for *health care services* that are duplicate services.
- 35. Section VII. Exclusions is amended by deletion of the exclusions for "Routine eye examinations, except as covered under this SPD," "Routine hearing examinations, except as covered under this SPD," "Health care services provided by providers who have not completed professional level education and licensure as determined by the Plan Administrator," "Nutritional and food supplements, except for folic acid as covered under the Preventive Health Care Services Schedule and amino-acid based elemental formulas and enteral feedings as covered under the 'Durable Medical Equipment (DME) Services, Prosthetics, and Orthotics' section of this SPD," and "Private duty nursing, except as covered under this SPD. This exclusion does not apply if you are also covered under Medical Assistance and coverage is required by Minnesota Statute 62Q.545," which are replaced with the following:

Routine eye examinations, except as covered under the "Preventive Health Care Services" section of this SPD.

Routine hearing examinations, except as covered under the "Preventive Health Care Services" section of this SPD.

Health care services provided by providers who have not completed professional level education and licensure.

Nutritional and food supplements, except for folic acid as covered under the *Preventive Health Care Services* Schedule and except for amino-acid based elemental formulas and enteral feedings, including for the treatment of phenylketonuria

SPD.AMD20391.22.3.31

when recommended by a *physician*, or as otherwise covered under the "Durable Medical Equipment ("DME") Services, Prosthetics, and Orthotics" section of this *SPD*.

Private duty nursing, unless *medically necessary* and as covered under the "*Hospital* Services" section of this SPD. This exclusion does not apply if *you* are also covered under Medical Assistance and coverage for home care nursing services is required by Minnesota Statute 62Q.545.

36. Section VII. Exclusions is amended by deletion of the following exclusions in their entirety. The remaining exclusions are not renumbered:

Health care services not directly related to your care.

Health care services that are paid under Medicare Part B but only to the extent you are eligible to be covered under Medicare Part B and you and/or this Plan are not subject to Medicare secondary rules.

Health care services provided by certified surgical technicians, certified surgical assistants, first surgical assistants, or orthopedic technicians.

Health care services including facility charges performed in a non-participating provider free-standing birth center unattached to a hospital facility.

Vagus nerve stimulator treatment for the treatment of depression and quantitative electroencephalogram treatment for the treatment of behavioral health conditions.

37. Section VII. Exclusions is amended by deletion of the exclusions for "Charges that exceed the usual and customary amount or the *emergency services non-participating provider reimbursement value* for *health care services* received from *non-participating providers*, including *non-participating provider* pharmacies," "*health care services* associated with non-covered services, including, but not limited to, diagnostic tests, monitoring, laboratory services, drugs and supplies," and "Orthognathic Surgery, except when medically necessary for treatment of temporomandibular joint disorder and craniomandibular disorder," which are replaced with the following:

Charges that exceed the usual and customary amount for health care services received from non-participating providers, including non-participating provider pharmacies.

Non-emergency health care services performed directly in connection with the performance of a non-covered health care service.

Orthognathic surgery, except when medically necessary for treatment of temporomandibular joint disorder and craniomandibular disorder, treatment of cleft lip or cleft palate, or as otherwise covered under the "Dental Services" and "Hospital Services" sections of this SPD.

- 38. Section VIII. Ending *Your* Coverage is amended by deletion of the following item from the list of coverage termination dates:
 - For a spouse, the end of the month following the date of divorce.
- 39. Section XIV. How to Submit a Bill if You Receive One for Covered Services is deleted in its entirety and replaced with the following:

A. Bills from *Participating Providers*

When you present your identification card at the time of requesting services from participating providers, paperwork and submission of post-service claims relating to services will be handled for you by your participating provider. You may be asked by your provider to sign a form allowing your provider to submit claims on your behalf. Your provider will then submit the post-service claim under the Plan in accordance with the terms of its participation agreement. Your claim will be processed for payment according to the Employer's coverage guidelines. The TPA must receive claims within 365 calendar days or a longer time period, if any, specifically set forth in the participating provider's reimbursement contract after the date services were incurred. Claims received after the deadline will be denied.

B. Bills from Non-Participating Providers

Claim Submission. You must submit a completed *claim* form in writing for services provided by a *non-participating* provider, together with an itemized bill for the services *incurred*. If you need *claim* forms, please contact Customer Service. Your claim will be processed for payment according to the Employer's coverage guidelines. outlined in the

next section. The TPA must receive claims within 365 calendar days after the date services were incurred. If the Plan is discontinued, the deadline for the receipt of claims is 180 calendar days. Claims received after the deadline will be denied. All or any portion of any benefits provided by the Plan may be paid directly to the provider rendering the services.

If you pay a bill for services, you must submit a completed claim form in writing along with an itemized bill for the services incurred, and proof of your payment. Payment will be made according to the Employer's coverage guidelines.

40. Section XV. Initial Benefit Determinations of Post-Service Claims is amended by the addition of the following paragraphs after the first paragraph:

Filing Procedure for Post-Service Claims. To file a post-service claim, you or your attending provider must submit an itemized bill in writing and in accordance with the procedures and within the deadlines described in the section entitled "How to Submit a Bill if You Receive One for Covered Services." To be considered a properly filed post-service claim under the Plan, your completed claim form, together with an itemized bill and the essential data elements, must be submitted in writing to Customer Service at the mailing address noted inside the cover page to this SPD. Your postservice *claim* must include at least the following essential data elements:

- The identity of the covered person and provider of services;
- The date(s) of services; .
- A specific medical diagnosis; and
- . Specific treatment, health care service, or procedure codes for which benefits or payment is requested.

An explanation of these essential data elements will be provided to you, upon request and free of charge, by calling Customer Service. If you or your attending provider have not submitted the post-service claim in accordance with these filing procedures, including a failure to submit all essential data elements, your post-service claim will be treated as incorrectly filed. Please note that the time periods for making an initial benefit determination begin when Customer Service receives a written post-service claim submitted in accordance with the Plan's filing procedures.

41. Section XIX. Definitions of Terms Used is amended by deletion in their entirety of the definitions for "Emergency" and "Emergency Services Non-Participating Provider Reimbursement Value."

42. Section XIX. Definitions of Terms Used is amended by revision of the definitions for "Coinsurance," "Emergency Services," "Non-participating Provider," "Participating provider" and "Unauthorized Provider Services" as noted below:

Coinsurance	A portion of <i>eligible charges</i> that is paid by <i>you</i> and a separate portion that is paid by the <i>Plan</i> for <i>covered services</i> . <i>Your coinsurance</i> is a percentage of those <i>eligible</i> <i>charges</i> that are the (1) discounted charges that are negotiated with the <i>participating</i> <i>provider</i> and calculated at the time the <i>claim</i> is processed; (2) <i>e usual and customary</i> <i>amount</i> ; or (3) the amount <i>you</i> must pay after satisfying <i>your deductible</i> for <i>emergency services</i> provided by a <i>non-participating provider</i>
Emergency Services	With respect to an <i>emergency medical condition</i> :
	 I. A medical screening examination that is within the capability of the emergency department of a hospital or of an independent freestanding emergency department, as applicable, including ancillary services routinely available to the emergency department, to evaluate such emergency medical condition; and II. Within the capabilities of the staff and facilities available at the hospital or the independent freestanding emergency department, as applicable, such further medical examination and treatment to stabilize the patient (regardless of the department of the hospital in which such further examination or treatment is furnished). Inclusion of additional services:
	I. Unless each of the conditions described in subclause (II) are met, items and services:
	a Which are covered services: and

Which are covered services; and

	 b. That are furnished by a non-participating provider or non-participating emergency facility (regardless of the department of the hospital in which such items or services are furnished) after you are stabilized and as part of outpatient observation or an inpatient or outpatient stay with respect to the visit in which the services described in clause (i) are furnished. II. Conditions. If you are stabilized and furnished additional items and services described in subclause (I) after such stabilization by a provider or facility described in subclause (I), the conditions are the following: a. Such provider or facility determines you are able to travel using nonmedical transportation or nonemergency medical transportation. b. Such provider furnishing such additional items and services satisfies the notice and consent criteria required by federal law with respect to such items and services. c. You are in a condition to receive the information provided in the notice and to provide informed consent, in accordance with applicable federal and state law. d. Any other conditions required by law, such as conditions relating to coordinating care transitions to participating providers and facilities. 	
Non-Participating Provider	A physician or other health care provider who, when providing health care services, is acting within the scope of practice of that provider's license or certification under applicable State law; or A facility, like a clinic or hospital;	
	That is not a <i>participating provider</i> .	
Participating Provider	A <i>physician</i> or other health care <i>provider</i> who is acting within the scope of practice of that <i>provider's</i> license or certification under applicable State law; or A facility, like a <i>hospital</i> or clinic:	
	That is directly contracted to participate in the specific <i>TPA participating provider</i> network designated by <i>Plan Administrator</i> to provide benefits to <i>covered persons</i> enrolled in this <i>SPD</i> . The participating status of <i>providers</i> may change from time to time.	
	<i>Participating providers</i> may also be offered from other Preferred Provider Organizations that have contracted with <i>TPA</i> .	
Unauthorized Provider Services	 Unauthorized provider services are incurred when a member receives health care services: 1. From a non-participating provider in a participating provider's practice setting other than a hospital or ambulatory surgical center. 2. From a participating provider that sends a specimen taken from the member in the participating provider's practice setting other than a hospital or ambulatory surgical center to a laboratory, pathologist, or other medical testing facility that is a non-participating provider; or 3. that are performed by a non-participating provider in a setting other than a hospital or ambulatory surgical center, if a referral for the health care services is required by the Plan. The services described in clauses 1. to 3., are not unauthorized provider services if the member gives advance written consent to the provider acknowledging that the use of the non-participating provider, or that the health care services to be rendered, may result in costs not covered by the Plan. Unauthorized provider services do not include emergency services as defined herein and in Minnesota §62Q.55, subdivision 3. 	

43. Section XIX. Definitions of Terms Used is amended by the addition of the following definitions:

Ancillary Services	Subject to changes made by the U.S. Department of Health and Human Services, <i>ancillary services</i> are, with respect to a <i>hospital</i> or ambulatory surgical center, which is a <i>participating provider</i> :
	 (A) health care services related to emergency medicine, anesthesiology, pathology, radiology, and neonatology, whether or not provided by a physician or non-physician practitioner, and health care services provided by assistant surgeons, hospitalists, and intensivists; (D) dimensional control of the physician of the physician of the physician practice of the physician of the physician
	 (B) diagnostic services (including radiology and laboratory services); and (C) health care services provided by a non-participating provider if there is no participating provider who can furnish such health care services at such hospital or ambulatory surgical center.
At Risk for Ovarian Cancer	Means the following:
	 Having a family history: With one or more first- or second-degree relatives with ovarian cancer; Of clusters of women relatives with breast cancer, or Of nonpolyposis colorectal cancer; or Testing positive for BRCA1 or BRCA2 mutations
Continuing Care Patient	Continuing care patient means a covered person who is:
	 Undergoing a course of treatment for a serious and complex condition from a participating provider; Undergoing a course of institutional or inpatient care from a participating
	 provider; 3. Scheduled to undergo nonelective surgery from a participating provider, including receipt of postoperative care from such participating provider with respect to such a surgery;
	4. Pregnant and undergoing a course of treatment for the pregnancy from <i>participating provider</i> ; or
	5. Or was determined to be terminally ill (i.e. <i>you</i> have received a medical prognosis that <i>your</i> life expectancy is 6 months or less) and is receiving treatment for such illness from <i>participating provider</i> .
Emergency (Also Emergency Medical Condition)	See definition of <i>emergency medical condition</i> .
Emergency Department of a Hospital	A hospital outpatient department that provides emergency services.
Emergency Medical Condition (Also Emergency)	A medical condition, including a mental health condition or substance use disorder, 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 a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that the absence of immediate medical attention could reasonably be expected to result in:
	 could reasonably be expected to result in: i. 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; ii. serious impairment to bodily functions; or iii. serious dysfunction of any bodily organ or part.
Fee Schedule	The amount that the <i>participating provider</i> has contractually agreed to accept as reimbursement in full for <i>covered services</i> . This amount may be less than the <i>provider's</i> usual charge for the <i>health care service</i> .
	If health care services are delivered to you via telemedicine by a distant site participating provider who is not a designated participating provider for web based

	(online) care, the Plan will reimburse such participating provider on the same basis and using the same <i>fee schedule</i> as would apply if the covered services had been delivered in person by the distant site participating provider.
Independent Freestanding Emergency Department	 A health care facility that: i. is geographically separate and distinct and licensed separately from a <i>hospital</i> under applicable State law; and ii. provides any of the <i>emergency services</i> listed in section i. of the definition of <i>emergency services</i>.
Out-of-Network Rate	The term 'out-of-network rate' means, with respect to <i>emergency services</i> provided by a <i>non-participating provider</i>:(i) Subject to clause (iii), the amount determined in accordance with any state law
	in effect in the state where such emergency services were provided;
	(ii) Subject to clause (iii), if no such state law which would determine the amount under clause (i) is in effect:
	 Subject to subclause (II), the amount agreed to by the TPA and the non- participating provider; or
	(II) If the TPA and the non-participating provider enter the independent dispute resolution (IDR) process under the No Surprises Act and do not agree on an amount before a certified IDR entity makes a determination on the amount to be paid to the non-participating provider, then the amount determined by the certified IDR entity; or
	(iii) In the case the state has an All-Payer Model Agreement under section 1115A of the Social Security Act, the amount that the state approves under such All-Payer Model Agreement for such emergency services provided by the non- participating provider.
Qualifying Payment Amount	The calculation for this amount is to be determined in accordance with the applicable federal regulation. Call Customer Service for further information.
Recognized Amount	With respect to an item or service furnished by a non-participating provider:
	i. Subject to clause (iii), in the case of such item or service furnished in a state that has in effect a law that determines the amount to be paid for such item or service;ii. Subject to clause (iii), in the case of such item or service furnished in a state that
	does not have in effect such a state law, the amount that is the <i>qualifying payment amount</i> ; or
	iii. In the case of such item or service furnished in a state with an All-Payer Model Agreement under section 1115A of the Social Security Act, the amount that the state approves under such system for such item or service.
Serious and Complex	Serious and complex condition means, with respect to a covered person:
Condition	1. In the case of an acute illness, a condition that is serious enough to require specialized medical treatment to avoid the reasonable possibility of death or permanent harm; or
	 In the case of a chronic illness or condition, a condition that: Is life-threatening, degenerative, potentially disabling, or congenital; and Requires specialized medical care over a prolonged period of time.
Stabilize, To	With respect to an <i>emergency medical condition</i> , to provide such medical treatment of the condition as may be necessary to assure, within reasonable medical probability, that no material deterioration of the condition is likely to result from or occur during the transfer of the individual from a facility, or, with respect to an <i>emergency condition</i> involving a pregnant woman who is having contractions, to deliver (including the placenta).

This Amendment does not change, alter, or amend any of the other provisions or limitations of the SPD.

This Amendment will be printed following receipt of the following signatures. Agreed to and accepted by:

Plan Sponsor Murray County	Third Party Administrator PreferredOne Administrative Services, Inc.
Company Representative	Company Representative
Title	Title
(Please print name of Company Representative)	(Please print name of Company Representative)
Date	Date

Important Note For Employers/Plan Sponsors: PreferredOne recommends that each employer/plan sponsor consult with their tax and/or legal advisor to review the Plan's current provisions (including, but not limited to, the eligibility, enrollment, termination of coverage, and employee contribution/premium sharing provisions), employer's overall employee/workforce demographics, and all other relevant facts and circumstances to determine: (a) whether employer is an "applicable large employer" within the meaning of Section 4980H of the Internal Revenue Code and the guidance issued thereunder ("Section 4980H"); (b) the applicable date of Section 4980H; and (c) whether employer has any risk of penalties under Section 4980H (i.e., the employer shared responsibility penalties aka "pay or play penalties"). Employer is solely responsible for making such determinations and ensuring the Plan Document and each Summary Plan Description (SPD), including, but not limited to, the eligibility, enrollment, and termination of coverage provisions thereof, are drafted in a manner consistent with employer's strategy (if any) for mitigating such penalties. If employer is using the look back measurement method under Section 4980H (the "look back method"), employer is solely responsible for ensuring the Plan Document and each SPD contain the provisions needed to enable employer to use the look back method. Employer is also solely responsible for drafting and adopting a separate document containing employer's policies and procedures implementing the look back method and for administering such policies and procedures. Employer shall make such policies and procedures available to PreferredOne and employer's excess risk insurer upon request. PreferredOne has no responsibility for making any determinations or taking any actions referenced in this note and shall have no liability with respect to any penalties assessed against employer under Section 4980H.

Amendment to the Summary Plan Description for Murray County Employee Medical Plan High Medical Option

Amendment #2 to the 2020 Restated Summary Plan Description

This Amendment is hereby made a part of the Summary Plan Description (SPD), is effective January 1, 2022, and is as follows:

1. Subsection IV.D. Designated Website or *Provider* Directory is deleted in its entirety and replaced with the following:

D. Provider Directory

You may find *participating providers* by going to <u>www.preferredone.com</u> and signing into *your* account. In the section of the web page entitled **FIND A HEALTHCARE PROVIDER**, there are links with the names of the *provider* networks you have access to under this *SPD*. Clicking on a link will take you to the directory of *providers* participating in that *provider* network. Coverage may vary according to *your provider* selection.

The list of *participating providers* frequently changes and the *TPA* does not guarantee that a listed *provider* is a *participating provider*. You may want to verify that the *provider you* choose is a *participating provider* by calling Customer Service at the telephone number listed on the inside cover of this *SPD*. If you call Customer Service, the *TPA* will respond to you as soon as practicable but in no case later than 1 business day after your call is received, through a written electronic communication or, at your request, a hard copy communication. *Provider* directories are available to you upon request.

If either:

- (A) You received through a telephone call to Customer Service, or through an Internet-based provider directory made available by the TPA, information confirming that a provider was a participating provider with respect to furnishing certain health care services but the provider which furnished the health care services after you received such information was a non-participating provider; or
- (B) The TPA did not make available an Internet-based provider directory and you requested before you received certain health care services through a telephone call to Customer Service information on whether the provider was a participating provider with respect to furnishing such health care services and was informed by Customer Service that the provider was a participating provider;

Then the Plan:

- (A) Shall not impose on you a cost-sharing amount (e.g. a *deductible* or *copayment*) for such *health care services* furnished by the *non-participating provider* that is greater than the cost-sharing amount that would apply had such *health care services* been furnished by a *participating provider*; and
- (B) Shall apply the out-of-pocket maximum that would apply if such *health care services* were furnished by a *participating provider*.
- 2. Subsection IV.L. Disclosure of *Provider* Payment Methods is amended by deletion of the 3rd paragraph, which is replaced with the following:

Post-service claims submitted to TPA for non-participating provider benefits are paid on a fee-for-service basis. TPA determines covered person benefits based on the usual and customary amount, recognized amount, qualified payment amount, or billed charges, whichever is applicable.

3. Subsection IV.M. Medical Technology and Treatment Review is deleted in its entirety and replaced with the following:

1

Depending on the focus of the technology or treatment, one of two committees (Integrated Health Quality Subcommittee or the Pharmacy and Therapeutics Quality Subcommittee) determines whether new and existing medical treatments and technology should be *covered services*. These committees are made up of *TPA* staff and independent community

physicians who represent a variety of medical specialties. Their goal is to find the right balance between making improved treatments available and guarding against unsafe or unproven approaches. These committees carefully examine the scientific evidence and outcomes for each treatment/technology being considered. The Quality Management Committee that is made up of independent community *physicians*, a consumer representative and *TPA* staff oversees the decisions of the subcommittees.

4. Subsection IV.O. Medical Equipment, Supplies and *Prescription Drugs* is deleted in its entirety and replaced with the following:

O. Medical Equipment, Supplies and Prescription Drugs

Your coverage under this SPD may provide different coverage options for medical equipment, supplies or prescription drugs than your coverage under a previous calendar year.

5. The following *Balance Billing* subsection is added to the end of Section IV, following the subsection titled "Good Faith Estimate."

T. Balance Billing

- (1) If you receive emergency services (for which benefits are provided under this SPD) because of an emergency medical condition with respect to a visit at an emergency department of a hospital or an independent freestanding emergency department, which is a non-participating provider, then such non-participating provider may not bill you, and may not hold you liable, for any amount for such emergency services which is more than the deductible and coinsurance requirements for such services under this SPD.
- (2) If a non-participating provider furnishes health care services other than emergency services (for which benefits are provided under this SPD) to you at a hospital or ambulatory surgical center, which is a participating provider, then:
 - a) The non-participating provider may not bill you, and may not hold you liable, for any amount for such health care services furnished by such non-participating provider with respect to a visit at the hospital or ambulatory surgical center which is more than the deductible and coinsurance requirements for such services under this SPD; unless;
 - b) The *health care services* are not *ancillary services* and the *non-participating provider* satisfies the notice and consent criteria in paragraph (c).
 - c) The non-participating provider provides to the covered person:
 - i. A written notice in paper or electronic form, as selected by you, that contains the following information:
 - A statement that the *provider* is a *non-participating provider*;
 - The good faith estimated amount that such *non-participating provider* may charge *you* for the *health care services* involved (and any other related *health care services* reasonably expected to be furnished by the *non-participating provider*), including notification that the provision of the estimate or consent does not constitute a contract with respect to the estimated charges or a contract that binds the *covered person* to be treated by the *hospital*, ambulatory surgical center, or *non-participating provider*;
 - A statement that prior authorization or other care management limitations may be required in advance of receiving such *health care services* at the *hospital* or ambulatory surgical center;
 - A statement that consent to receive such *health care services* from such *non-participating provider* is optional and that the *covered person* may instead seek care from an available *participating provider* and that the cost-sharing responsibility of the *covered person* would not exceed the responsibility that would apply with respect to such *health care services* furnished by a *participating provider*.
 - ii. A consent form that must be signed by the *covered persons* before such *health care services* are furnished and that:
 - Acknowledges that the *covered person* has been:
 - Provided with the written notice described in paragraph (i) of this subsection, in the form selected by the *covered person*; and
 - Informed that the payment of such charge by the *covered person* might not accrue toward meeting any limitation that *your* coverage places on cost sharing, including an explanation

that such payment might not apply to an in-network *deductible* or *out-of-pocket maximum* applied under *your* coverage;

- States that by signing the consent form, the covered person agrees to be treated by the nonparticipating provider and understands the covered person may be balance billed and subject to cost sharing requirements that apply to health care services furnished by the non-participating provider; and
- Documents the time and date on which the *covered person* received the written notice described in paragraph (i) of this subsection and the time and date on which the *covered person* signed the consent form to be furnished such *health care services* by such *non-participating provider*.

The No Surprises Act prohibits balance billing in most circumstances. If you have questions regarding what constitutes a "Balance" bill, please contact Customer Service at 763-847-4477 or 1-800-997-1750 (toll free), or visit the *TPA*'s member website at <u>www.preferredone.com</u>.

6. The following Continuity of Care subsection is added to the end of Section IV., following the subsection titled "Balance Billing."

U. Continuity of Care

- (1) If you are a *continuing care patient* and:
 - (A) The *Plan Administrator's* contract with the *participating provider* that is providing *your* continuing care terminates for any reason other than the *participating provider*'s failure to meet applicable quality standards or fraud;
 - (B) Your benefits under this SPD for the health care services provided by the participating provider that is providing your continuing care terminate because of a change in the terms of the Plan Administrator contract with such participating provider.
- (2) Then:
 - (A) The Plan Administrator will notify you of the applicable event described in (1) and your right to elect continued transitional care from such non-participating provider (in the event of notice under (1)(A)) or such participating provider (in the event of notice under (1)(B));
 - (B) The *Plan Administrator* will provide *you* with an opportunity to notify the *Plan* of *your* need for transitional care; and
 - (C) The Plan Administrator will allow you to elect to continue to have benefits for transitional care provided under this SPD, under the same terms and conditions as would have applied under this SPD had the applicable termination not occurred, as long as such benefits are for the course of treatment provided by such non-participating provider (in the event of notice under (1)(A)) or such participating provider (in the event of notice under (1)(A)) or such participating provider (in the event of notice under (1)(B)) relating to your status as a continuing care patient during the period beginning on the date on which the notice in (2)(A) is provided and ending on the earlier of:
 - i. The 90-day period beginning on such date; or
 - ii. The date on which you are no longer a continuing care patient of such non-participating provider (in the event of notice under (1)(A)) or such participating provider (in the event of notice under (1)(B))
- 7. Subsection V.B. Enrollment and *Effective Date* is amended by deletion of the paragraphs titled "Newborn Enrollment under Minnesota Law" and "Newly Adopted Child Enrollment under Minnesota Law," which are replaced with the following:

Newborn Enrollment under Minnesota Law. Minnesota law requires, notwithstanding the special enrollment deadlines stated below, that newborn infants, including the *covered employee*'s newborn grandchildren, who were born while the *covered employee* is covered under this SPD, and enrolled for coverage of at least one dependent, and who are otherwise eligible for coverage, be covered immediately from the moment of birth for illness, injury, congenital malformation, or premature birth, regardless of when the *Plan Administrator* receives notice.

Newly Adopted Child Enrollment under Minnesota Law. Minnesota law requires, notwithstanding the special enrollment deadlines stated below, that children newly adopted or placed for adoption while the *covered employee* is covered under this *SPD*, and who are otherwise eligible for coverage, be covered immediately from the moment of adoption or placement for adoption for illness, injury, congenital malformation, or premature birth, regardless of when the *Plan Administrator* receives notice.

8. Subsection VI. *Benefit Schedule* is amended by deletion of the second paragraph, which is replaced with the following:

Discounts negotiated by or on behalf of the TPA with providers may affect your copayment, deductible and coinsurance amount. This Plan may pay higher benefits if you choose a participating provider. If you use a non-participating provider, in addition to any copayments, deductibles and coinsurance, you pay all charges that exceed the usual and customary amount, when applicable.

9. Subsection VI.B. Deductible and Out-of-Pocket Limit is deleted in its entirety and replaced with the following:

Covered Employee Only	Participating Providers	Non-Participating Providers
Deductible	\$2,800 per calendar year for all eligible charges.	
Out-of-Pocket Limit	The out-of-pocket limits are combined for eligible charges from participating providers and non-participating providers.	
	\$2,800 per calendar year.	\$3,500 per calendar year.
Family (Covered Employee and Covered Dependents)	Participating Providers	Non-Participating Providers
Family Deductible	\$5,200 per family (\$2,800 per covered person) per calendar year for all eligible charges.	
Family Out-of-Pocket Limit	The out-of-pocket limits are combined for eligible charges participating providers and non-participating provider	
	\$5,200 per family (\$2,800 per covered person) per calendar year.	\$6,500 per family (\$3,500 per covered person) per calendar year

Deductible: Once you have incurred eligible charges equal to the deductible shown above, the Plan will pay benefits for the rest of the calendar year. When members of your family have incurred eligible charges equal to the family deductible shown above, all family members are deemed to have satisfied their individual deductibles for that calendar year. You must submit copies of bills for eligible charges used to satisfy the deductible to the TPA. Expenses you pay for pre-certification penalties, copayments, prescription drug payments and any amount in excess of the usual and customary amount will not apply to the deductible.

Out-of-Pocket Limit: After you have met the out-of-pocket limit per calendar year for copayments, coinsurance and deductibles, the Plan covers the remaining eligible charges incurred. You must pay any amounts greater than the out-of-pocket limit if any benefit, day, or visit maximums are exceeded. Expenses you pay for pre-certification penalties and any amount in excess of the usual and customary amount will not apply towards satisfaction of the out-of-pocket limit.

Cost Sharing. The amount of the flat fee *copayments* is calculated on *provider* allowed charges. The *provider's* allowed charge is the full amount that the *provider* bills less any discount negotiated by the *TPA* with the *provider's* allowed. The calculation of the *coinsurance* is based on the least of the *provider's* allowed charge, the *fee schedule* negotiated by the *TPA* with the *participating provider*, or the *usual and customary amount*, except for: (1) the calculation of the *coinsurance* for *emergency services* provided by a *non-participating provider*, in which case, the calculation of the *coinsurance* will be based on the *recognized amount*; (2) the calculation of the *coinsurance* for *air* ambulance services provided by a *non-participating provider*, in which case, the calculation of the *coinsurance* will be based on the *recognized amount*; (2) the calculation of the *coinsurance* will be based on the lesser provided by a *non-participating provider*, in which case, the calculation of the *coinsurance* for *non-participating provider*; and (3) the calculation of the *coinsurance* for *non-participating provider*, in which case, the calculation of the *coinsurance* for *non-participating provider*, in which case, the calculation of the *coinsurance* for *non-participating provider*, in which case, the calculation of the *coinsurance* for *non-participating provider*, in which case, the calculation of the *coinsurance* for *non-participating provider*, in which case, the calculation of the *coinsurance* will be based on the *recognized amount*.* The *deductible* is first subtracted from the allowed charge, *fee schedule*, or the *usual and customary amount*, the *recognized amount*, or the amount calculated for air ambulance services provided by a *non-participating provider* whichever is applicable, then the *coinsurance* percentage is applied to the remainder.

* If a non-participating provider provides non-emergency health care services at a hospital or ambulatory surgical center which is a participating provider and the non-participating provider has satisfied the notice and consent requirements described in Section IV.T. Balance Billing, then the Plan will pay for charges for such non-emergency health care services according to the terms of the non-participating provider benefit in the table in Section VI.J. Hospital Services.

10. Subsection VI.C. Ambulance Services is deleted in its entirety and replaced with the following:

Benefits	Participating Provider Plan Payment	Non-Participating Provider Plan Payment
		Note: For non-participating providers, in addition to any deductibles and coinsurance, you pay all charges that exceed the usual and customary amount, when applicable. ³

C. Ambulance Services		
Ambulance services for an <i>emergency</i>	100% of <i>eligible charges</i> after the <i>deductible</i> .	Same as the <i>participating provider</i> benefit for emergency ambulance services.*
Non-emergency transportation	100% of <i>eligible charges</i> after the <i>deductible</i> .	80% of <i>eligible charges</i> after the <i>deductible</i> .

* Air ambulance services. Covered air ambulance services provided by a *non-participating provider* are subject to the same *deductible* and *coinsurance* requirements that would apply if the services were provided by a *participating provider* of air ambulance services. The *deductible* and *coinsurance* requirements must be calculated as the lesser of the *qualifying payment amount* and the billed amount for the services.

The *Plan* covers ambulance service to the nearest *hospital* or medical center where initial care can be rendered for a medical *emergency*. Air ambulance transport to the nearest *hospital* that is able to render *medically necessary* care, is covered only when the condition is an acute medical *emergency* and is authorized by a *physician*.

The *Plan* also covers *emergency* ambulance (air or ground) transfer from a *hospital* not able to render the *medically necessary* care to the nearest *hospital* or medical center able to render the *medically necessary* care only when the condition is a critical medical situation and is ordered by a *physician*, physician assistant or advanced practice registered nurse and coordinated with a receiving *physician*.

Prior authorization is recommended for:

- Non-emergency ambulance service, from hospital to hospital when care for your condition is not available at the hospital where you were first admitted; and
- Non-*emergency* transfers by ambulance from a *hospital* to other facilities for subsequent covered care or from home to *provider* offices or other facilities for outpatient treatment procedures or tests when medical supervision is required en route.

Exclusions:

- Please see the section entitled "Exclusions."
- Non-*emergency* ambulance service from *hospital* to *hospital* such as transfers and admission to *hospitals* performed only for convenience.
- 11. Subsection VI.E. Dental Services is amended by deletion of the exclusions for "Health care services or dental services, orthodontia and all associated expenses, except as stated in this section," and "Health care services or dental services related to periodontal disease" which, along with the corresponding items under Section VII. Exclusions, are replaced with the following:

Dental services, orthodontia and all associated expenses, except as covered under this section. Dental services related to periodontal disease.

12. Subsection VI.F. Durable Medical Equipment (DME), Services and Prosthetics is amended by deletion of the exclusion for "Duplicate or similar items," which, along with the corresponding item under Section VII. Exclusions, is replaced with the following.

- Duplicate or substantially equivalent items, unless medically necessary.
- 13. Subsection VI.G. *Emergency Services* is deleted in its entirety and replaced with the following:

Benefits	Participating Provider Plan Payment	Non-Participating Provider Plan Payment
G. Emergency Services		
 <i>Emergency</i> Services <i>Emergency</i> services provided by an immediate response service available on a 24- hour, seven-day-a-week basis for a person having a psychiatric crisis, a mental health crisis or a mental health emergency. 	100% of <i>eligible charges</i> after the <i>deductible</i> .	Same as the <i>participating</i> provider benefit.

You should be prepared for the possibility of a medical *emergency* by knowing your participating provider's procedures for "on call" and after regular office hours before the need arises. Determine the telephone number to call, which *hospital* your participating provider uses and other information that will help you act quickly and correctly. Keep this information in an accessible location in case a medical *emergency* arises.

If you have an emergency that requires immediate treatment, call 911 or go to the nearest emergency facility. If possible under the circumstances, you should telephone the clinic where you normally receive care. A physician assistant or advanced practice registered nurse will advise you how, when and where to obtain the appropriate treatment.

Note: Services other than *emergency services* received in an emergency room are not covered. If *you* choose to receive non-*emergency services* in an emergency room, *you* are solely responsible for the cost of these services. See *emergency* under "Definitions of Terms Used."

In reviewing *claims* to determine if they are *emergency services* or non-*emergency services*, the *Plan Administrator* will take the following factors into consideration: (1) whether a reasonable layperson would believe that the circumstances required immediate medical care that could not wait until the next working day or next available clinic appointment; (2) the time of day and day of the week the care was provided; (3) the presenting symptoms, including, but not limited to, severe pain, to ensure that the decision to reimburse *emergency services* is not made solely on the basis of the actual diagnosis; (4) *your* efforts to follow the *Plan Administrator's* established procedures for obtaining *emergency services*; and (5) any circumstances that precluded use of the *Plan Administrator's* established procedures for obtaining *emergency services*.

Notwithstanding anything in this SPD to the contrary, the Plan shall cover emergency services, whether provided by a participating provider or a non-participating provider, without the need for any prior authorization determination.

In the case of *emergency services* provided by a *non-participating provider*, your copayment, deductible and coinsurance will be calculated as if the total amount charged for such *emergency services* were equal to the *recognized amount*.

Covered services, whether provided by a *participating provider* or a *non-participating provider*, are subject to all of the *benefit* limitations set forth in this *SPD*. You should provide notice to Customer Service of an admission to an inpatient facility within 48 hours or as soon as reasonably possible.

Exclusions:

- Please see the section entitled "Exclusions."
- Non-emergency services received in an emergency room.

14. Subsection VI.H. Home Health Services is amended by deletion of the exclusion for "*Health care services* and other services at any site other than *your* home." which, along with the corresponding item under Section VII. Exclusions, is replaced with the following:

- *Health care services* at any site other than *your* home. This exclusion does not apply to coverage for up to 120 hours of services provided by a home care nurse or personal care assistant to a ventilator-dependent person during the time the ventilator-dependent person is in a *hospital*.
- 15. Subsection VI.J. Hospital Services is amended by deletion of the page header, which is replaced with the following:

Benefits	Participating Provider Plan Payment	Non-Participating Provider Plan Payment
		Note: For non-participating providers, in addition to any deductibles and coinsurance, you pay all charges that exceed the non-participating provider reimbursement value usual and customary amount, when applicable.*

16. Subsection VI.J. *Hospital* Services is amended by the addition of the following paragraphs directly beneath the *benefit* schedule:

- ^{*} In the case of *health care services* (other than *emergency services*) furnished by a *non-participating provider* with respect to a visit at a *hospital* or ambulatory surgical center which is a *participating provider*:
 - (A) Unless the *non-participating provider* has satisfied the notice and consent requirements described in Section IV.T. of this SPD entitled **Balance Billing**.
 - (1) Your deductible and coinsurance will be calculated as if the total amount charged for such non-emergency health care services were equal to the recognized amount; and
 - (2) The Plan will pay 80% of the out-of-network rate after the deductible.
 - (B) If the *non-participating provider* has satisfied the notice and consent requirements, then the *Plan* will pay according to the terms of the *non-participating provider benefit* in the table above.
- 17. Subsection VI.J. Hospital Services is amended by the addition of the following item to the list of covered services under the paragraph titled "Outpatient Hospital, Ambulatory Care, Surgical Facility Services, Partial Hospital or Day Treatment Services":
 - *Medically necessary health care services,* including equipment and supplies, that are prescribed by *your provider* for the management and treatment of type I diabetes, type II diabetes, and/or gestational diabetes.
- 18. Subsection VI.J. Hospital Services is amended by deletion of the final sentence of the paragraph titled "Hospital or Residential Treatment Facility Care for Emotionally Disabled Children," which is replaced with the following:

The child through 25 years of age must be an eligible dependent according to the terms of the SPD.

7

- 19. Subsection VI.J. Hospital Services is amended by deletion of the exclusions for "Genetic testing and associated health care services, except as covered under this SPD," and "Marital counseling, relationship counseling, family counseling except as otherwise described in this SPD, or other similar counseling or training services" which, along with the corresponding items under Section VII. Exclusions, are replaced with the following:
 - Genetic testing and associated health care services, unless *medically necessary* or as otherwise covered under the "Hospital Services" and "Office Visits" sections of this SPD.
 - Marital counseling, relationship counseling, family counseling or other similar counseling or training services, except as covered under the "Hospital Services" and "Office Visits" sections of this SPD.
- 20. All references to "ambulatory surgery center" are hereby changed to "ambulatory surgical center" throughout the SPD.

- 21. Subsection VI.L. Office Visits is amended by deletion of the bullet point for "Allergy injections" from the list of covered services, which is replaced with the following:
 - Allergy testing and injections.
- 22. Subsection VI.L. Office Visits is amended by the addition of the following bullet point to the list of covered services:
 - *Medically necessary health care services,* including equipment and supplies, that are prescribed by *your provider* for the management and treatment of type I diabetes, type II diabetes, and/or gestational diabetes.
- 23. Subsection VI.L. Office Visits is amended by deletion of the exclusions for "Genetic testing and associated *health care services*, except as covered under this *SPD*," and "Marital counseling, relationship counseling, family counseling except as otherwise described in this *SPD*, or other similar counseling or training services" which, along with the corresponding items under Section VII. Exclusions, are replaced with the following:
 - Genetic testing and associated health care services, unless *medically necessary* or as otherwise covered under the "Hospital Services" and "Office Visits" sections of this SPD.
 - Marital counseling, relationship counseling, family counseling or other similar counseling or training services, except as covered under the "Hospital Services" and "Office Visits" sections of this SPD.
- 24. Subsection VI.L. Office Visits is amended by the addition of the following item to the end of the exclusions list and also to the corresponding exclusion under Section VII. Exclusions:
 - Conversion therapy.
- 25. Subsection VI.M. Organ and Bone Marrow *Transplant Services* is amended by deletion of the exclusion for "*Health care services* related to organ, tissue and bone marrow transplants and stem cell support procedures or peripheral stem cell support procedures that are *investigative* for *your* condition," along with the corresponding exclusion under Section VII. Exclusions.
- 26. Subsection VI.N. Physical Therapy, Occupational Therapy and Speech Therapy is amended by deletion of the exclusion for "Sensory integration therapy when used for a reason other than the treatment of feeding disorders" which, along with the corresponding exclusion under Section VII. Exclusions, is replaced with the following:

Sensory integration therapy when used for a reason other than the treatment of autism or feeding disorders.

- 27. Subsection VI.O. Prescription Drug Services is amended by deletion of the exclusions for "Over-the-counter home testing products, except diabetic supplies, glucose monitors and blood and urine test strips for diabetes as covered under the 'Durable Medical Equipment ('DME') Services, Prosthetics and Orthotics' or 'Prescription Drug Services' sections of this SPD," "Compounded drugs that are being used for bio-identical hormone replacement therapy, unless otherwise covered," and "Certain combination drugs and other drugs, regardless of formulary status will not be covered according to the Plan's pharmacy policy titled 'Cost Benefit Program.' Contact Customer Service for a copy of this policy or a list of the affected drugs. This policy is subject to change," which, along with the corresponding items under Section VII. Exclusions, are replaced with the following:
 - Over-the-counter home testing products, except at-home tests for COVID19 and diabetic supplies, glucose monitors and blood and urine test strips for diabetes as covered under the "Durable Medical Equipment ("DME") Services, Prosthetics and Orthotics" and "*Prescription Drug* Services" sections of this *COC*.
 - Compounded drugs that are being used for bio-identical hormone replacement therapy, except as covered under this "Prescription Drug Services" section of this SPD.
 - Combination drugs, extended release drugs or new formulations of an existing drug not supported by reliable evidence in accordance with the *Plan's* pharmacy policy titled "Cost Benefit Program." Contact Customer Service for a copy of this policy or a list of the affected drugs. This policy is subject to change.
- 28. Subsection VI.Q. *Preventive Health Care* Services is amended by the addition of the following sentence to the paragraph beginning "Child health supervision services includes...":

Please refer to the Affordable Care Act Preventive Health Care Services schedule to determine if additional coverage is available.

29. Subsection VI.Q. *Preventive Health Care* Services is amended by the addition of the following bullet point beneath the note stating "Some *preventive health care services* (example: routine immunizations, preventive medication, etc.) may be obtained at a pharmacy"

Notes:

- Non-preventive health care services are not covered under this section of the SPD.
- Non-routine *health care services*, including but not limited to non-routine prenatal services, are not covered under this section of the *SPD*.
- 30. Subsection VI.Q. *Preventive Health Care* Services is amended by deletion of the following exclusions. The corresponding exclusions are also deleted from Section VII. Exclusions:
 - Non-preventive health care services are not covered under this section of the SPD.
 - Non-routine *health care services*, including but not limited to non-routine prenatal services, are not covered under this section of the *SPD*.
- 31. All references to "at risk for ovarian cancer" are hereby changed to "at risk for ovarian cancer" throughout the SPD.
- 32. Subsection VI.R. *Reconstructive* Surgery is amended by deletion of the exclusion for "Health care services to treat conditions that are cosmetic in nature" which, along with the corresponding item under Section VII. Exclusions, is replaced with the following:

Health care services to treat conditions that are cosmetic in nature, including preoperative procedures and any medical or surgical complications arising therefrom, except for emergency services as required under Minnesota Statute 62Q.55 that are the result of complications of an excluded cosmetic surgery and for which coverage is provided under the "Emergency Services" section of this SPD.

33. Subsection VI.S. Skilled Nursing Facility Services is amended by deletion of the second paragraph, which is replaced with the following:

Skilled nursing facility services include room and board, daily skilled nursing and related services. The Plan Administrator determines when care no longer meets criteria for coverage.

34. Section VII. Exclusions is amended by deletion of exclusions #1, #3, and #7, which are replaced with the following:

1. *Health care services* that are not *medically necessary*, unless the specific terms of a *participating provider's* written agreement with the national network vendor applicable to the *Plan* precludes application of the exclusion.

3. Health care services that are investigative and their associated expenses, unless the specific terms of a participating provider's written agreement with the national network vendor applicable to the *Plan* precludes application of the exclusion.

- 7. Charges for *health care services* that are duplicate services.
- 35. Section VII. Exclusions is amended by deletion of the exclusions for "Routine eye examinations, except as covered under this SPD," "Health care services provided by providers who have not completed professional level education and licensure as determined by the Plan Administrator," "Nutritional and food supplements, except for folic acid as covered under the *Preventive Health Care Services* Schedule and amino-acid based elemental formulas and enteral feedings as covered under the 'Durable Medical Equipment (DME) Services, Prosthetics, and Orthotics' section of this SPD," and "Private duty nursing, except as covered under this SPD. This exclusion does not apply if you are also covered under Medical Assistance and coverage is required by Minnesota Statute 62Q.545," which are replaced with the following:

Routine eye examinations, except as covered under the "Preventive Health Care Services" section of this SPD.

Routine hearing examinations, except as covered under the "Preventive Health Care Services" section of this SPD.

Health care services provided by providers who have not completed professional level education and licensure.

Nutritional and food supplements, except for folic acid as covered under the *Preventive Health Care Services* Schedule and except for amino-acid based elemental formulas and enteral feedings, including for the treatment of phenylketonuria

when recommended by a *physician*, or as otherwise covered under the "Durable Medical Equipment ("DME") Services, Prosthetics, and Orthotics" section of this SPD.

Private duty nursing, unless *medically necessary* and as covered under the "*Hospital* Services" section of this SPD. This exclusion does not apply if *you* are also covered under Medical Assistance and coverage for home care nursing services is required by Minnesota Statute 62Q.545.

36. Section VII. Exclusions is amended by deletion of the following exclusions in their entirety. The remaining exclusions are not renumbered:

Health care services not directly related to your care.

Health care services that are paid under Medicare Part B but only to the extent you are eligible to be covered under Medicare Part B and you and/or this Plan are not subject to Medicare secondary rules.

Health care services provided by certified surgical technicians, certified surgical assistants, first surgical assistants, or orthopedic technicians.

Health care services including facility charges performed in a non-participating provider free-standing birth center unattached to a hospital facility.

Vagus nerve stimulator treatment for the treatment of depression and quantitative electroencephalogram treatment for the treatment of behavioral health conditions.

37. Section VII. Exclusions is amended by deletion of the exclusions for "Charges that exceed the usual and customary amount or the emergency services non-participating provider reimbursement value for health care services received from non-participating providers, including non-participating provider pharmacies," "health care services associated with non-covered services, including, but not limited to, diagnostic tests, monitoring, laboratory services, drugs and supplies," and "Orthognathic Surgery, except when medically necessary for treatment of temporomandibular joint disorder and craniomandibular disorder," which are replaced with the following:

Charges that exceed the usual and customary amount for *health care services* received from *non-participating providers*, including *non-participating provider* pharmacies.

Non-emergency health care services performed directly in connection with the performance of a non-covered health care service.

Orthognathic surgery, except when medically necessary for treatment of temporomandibular joint disorder and craniomandibular disorder, treatment of cleft lip or cleft palate, or as otherwise covered under the "Dental Services" and "Hospital Services" sections of this SPD.

- 38. Section VIII. Ending Your Coverage is amended by deletion of the following item from the list of coverage termination dates:
 - For a spouse, the end of the month following the date of divorce.
- **39.** Section XIV. How to Submit a Bill if *You* Receive One for *Covered Services* is deleted in its entirety and replaced with the following:

A. Bills from Participating Providers

When you present your identification card at the time of requesting services from participating providers, paperwork and submission of post-service claims relating to services will be handled for you by your participating provider. You may be asked by your provider to sign a form allowing your provider to submit claims on your behalf. Your provider will then submit the post-service claim under the Plan in accordance with the terms of its participation agreement. Your claim will be processed for payment according to the Employer's coverage guidelines. The TPA must receive claims within 365 calendar days or a longer time period, if any, specifically set forth in the participating provider's reimbursement contract after the date services were incurred. Claims received after the deadline will be denied.

B. Bills from *Non-Participating Providers*

Claim Submission. You must submit a completed *claim* form in writing for services provided by a *non-participating* provider, together with an itemized bill for the services *incurred*. If you need *claim* forms, please contact Customer Service. Your claim will be processed for payment according to the Employer's coverage guidelines. outlined in the

next section. The TPA must receive claims within 365 calendar days after the date services were incurred. If the Plan is discontinued, the deadline for the receipt of claims is 180 calendar days. Claims received after the deadline will be denied. All or any portion of any benefits provided by the Plan may be paid directly to the provider rendering the services.

If you pay a bill for services, you must submit a completed claim form in writing along with an itemized bill for the services incurred, and proof of your payment. Payment will be made according to the Employer's coverage guidelines.

40. Section XV. Initial Benefit Determinations of Post-Service Claims is amended by the addition of the following paragraphs after the first paragraph:

Filing Procedure for Post-Service Claims. To file a post-service claim, you or your attending provider must submit an itemized bill in writing and in accordance with the procedures and within the deadlines described in the section entitled "How to Submit a Bill if You Receive One for Covered Services." To be considered a properly filed post-service claim under the Plan, your completed claim form, together with an itemized bill and the essential data elements, must be submitted in writing to Customer Service at the mailing address noted inside the cover page to this SPD. Your postservice *claim* must include at least the following essential data elements:

- The identity of the covered person and provider of services;
- The date(s) of services; •
- . A specific medical diagnosis; and
- Specific treatment, health care service, or procedure codes for which benefits or payment is requested.

An explanation of these essential data elements will be provided to you, upon request and free of charge, by calling Customer Service. If you or your attending provider have not submitted the post-service claim in accordance with these filing procedures, including a failure to submit all essential data elements, your post-service claim will be treated as incorrectly filed. Please note that the time periods for making an initial benefit determination begin when Customer Service receives a written post-service *claim* submitted in accordance with the *Plan's* filing procedures.

41. Section XIX. Definitions of Terms Used is amended by deletion in their entirety of the definitions for "Emergency" and "Emergency Services Non-Participating Provider Reimbursement Value."

42. Section XIX. Definitions of Terms Used is amended by revision of the definitions for "Coinsurance," "Emergency Services," "Non-participating Provider," "Participating provider" and "Unauthorized Provider Services" as noted below:

Coinsurance	A portion of <i>eligible charges</i> that is paid by <i>you</i> and a separate portion that is paid by the <i>Plan</i> for <i>covered services</i> . <i>Your coinsurance</i> is a percentage of those <i>eligible</i> <i>charges</i> that are the (1) discounted charges that are negotiated with the <i>participating</i> <i>provider</i> and calculated at the time the <i>claim</i> is processed; (2) <i>e usual and customary</i> <i>amount</i> ; or (3) the amount <i>you</i> must pay after satisfying <i>your deductible</i> for <i>emergency services</i> provided by a <i>non-participating provider</i>
Emergency Services	With respect to an emergency medical condition:
	 I. A medical screening examination that is within the capability of the emergency department of a hospital or of an independent freestanding emergency department, as applicable, including ancillary services routinely available to the emergency department, to evaluate such emergency medical condition; and II. Within the capabilities of the staff and facilities available at the hospital or the independent freestanding emergency department, as applicable, such further medical examination and treatment to stabilize the patient (regardless of the department of the hospital in which such further examination or treatment is furnished). Inclusion of additional services:
	I. Unless each of the conditions described in subclause (II) are met, items and services:

Which are *covered services*; and

	 b. That are furnished by a non-participating provider or non-participating emergency facility (regardless of the department of the hospital in which such items or services are furnished) after you are stabilized and as part of outpatient observation or an inpatient or outpatient stay with respect to the visit in which the services described in clause (i) are furnished. II. Conditions. If you are stabilized and furnished additional items and services described in subclause (I) after such stabilization by a provider or facility described in subclause (I), the conditions are the following: a. Such provider or facility determines you are able to travel using nonmedical transportation or nonemergency medical transportation. b. Such provider furnishing such additional items and services satisfies the notice and consent criteria required by federal law with respect to such items and services. c. You are in a condition to receive the information provided in the notice and to provide informed consent, in accordance with applicable federal and state law. d. Any other conditions required by law, such as conditions relating to coordinating care transitions to participating providers and facilities.
Non-Participating Provider	A <i>physician</i> or other health care <i>provider</i> who, when providing <i>health care services</i> , is acting within the scope of practice of that <i>provider's</i> license or certification under applicable State law; or A facility, like a clinic or <i>hospital</i> ; That is not a <i>participating provider</i> .
Participating Provider	 A physician or other health care provider who is acting within the scope of practice of that provider's license or certification under applicable State law; or A facility, like a hospital or clinic: That is directly contracted to participate in the specific TPA participating provider network designated by Plan Administrator to provide benefits to covered persons enrolled in this SPD. The participating status of providers may change from time to time.
	<i>Participating providers</i> may also be offered from other Preferred Provider Organizations that have contracted with <i>TPA</i> .
Unauthorized Provider Services	 Unauthorized provider services are incurred when a member receives health care services: 1. From a non-participating provider in a participating provider's practice setting other than a hospital or ambulatory surgical center. 2. From a participating provider that sends a specimen taken from the member in the participating provider's practice setting other than a hospital or ambulatory, pathologist, or other medical testing facility that is a non-participating provider; or 3. that are performed by a non-participating provider in a setting other than a hospital or ambulatory surgical center, if a referral for the health care services is required by the Plan. The services described in clauses 1. to 3., are not unauthorized provider services if the member gives advance written consent to the provider acknowledging that the use of the non-participating provider, or that the health care services to be rendered, may result in costs not covered by the Plan. Unauthorized provider services do not include emergency services as defined herein and in Minnesota §62Q.55, subdivision 3.

43. Section XIX. Definitions of Terms Used is amended by the addition of the following definitions:

Ancillary Services	 Subject to changes made by the U.S. Department of Health and Human Services, ancillary services are, with respect to a hospital or ambulatory surgical center, which is a participating provider: (A) health care services related to emergency medicine, anesthesiology, pathology, radiology, and neonatology, whether or not provided by a physician or non-physician practitioner, and health care services provided by assistant surgeons, hospitalists, and intensivists; (B) diagnostic services (including radiology and laboratory services); and (C) health care services provided by a non-participating provider if there is no participating provider who can furnish such health care services at such hospital or ambulatory surgical center.
At Risk for Ovarian Cancer	 Means the following: 1. Having a family history: a. With one or more first- or second-degree relatives with ovarian cancer; b. Of clusters of women relatives with breast cancer, or c. Of nonpolyposis colorectal cancer; or 2. Testing positive for BRCA1 or BRCA2 mutations
Continuing Care Patient	 Continuing care patient means a covered person who is: 1. Undergoing a course of treatment for a serious and complex condition from a participating provider; 2. Undergoing a course of institutional or inpatient care from a participating provider; 3. Scheduled to undergo nonelective surgery from a participating provider, including receipt of postoperative care from such participating provider with respect to such a surgery; 4. Pregnant and undergoing a course of treatment for the pregnancy from participating provider; or 5. Or was determined to be terminally ill (i.e. you have received a medical prognosis that your life expectancy is 6 months or less) and is receiving treatment for such illness from participating provider.
Emergency (Also Emergency Medical Condition)	See definition of <i>emergency medical condition</i> .
Emergency Department of a Hospital	A hospital outpatient department that provides emergency services.
Emergency Medical Condition (Also Emergency)	 A medical condition, including a mental health condition or substance use disorder, 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 a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that the absence of immediate medical attention could reasonably be expected to result in: i. 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; ii. serious impairment to bodily functions; or iii. serious dysfunction of any bodily organ or part.
Fee Schedule	The amount that the <i>participating provider</i> has contractually agreed to accept as reimbursement in full for <i>covered services</i> . This amount may be less than the <i>provider's</i> usual charge for the <i>health care service</i> . If <i>health care services</i> are delivered to <i>you</i> via telemedicine by a distant site <i>participating provider</i> who is not a designated <i>participating provider</i> for <i>web based</i>

	(online) care, the Plan will reimburse such participating provider on the same basis and using the same fee schedule as would apply if the covered services had been delivered in person by the distant site participating provider.	
Independent Freestanding	A health care facility that:	
Emergency Department	i. is geographically separate and distinct and licensed separately from a <i>hospital</i> under applicable State law; and	
	ii. provides any of the <i>emergency services</i> listed in section i. of the definition of <i>emergency services</i> .	
Out-of-Network Rate	The term 'out-of-network rate' means, with respect to <i>emergency services</i> provided by a <i>non-participating provider</i> :	
	 (i) Subject to clause (iii), the amount determined in accordance with any state law in effect in the state where such <i>emergency services</i> were provided; 	
	(ii) Subject to clause (iii), if no such state law which would determine the amount under clause (i) is in effect:	
	(I) Subject to subclause (II), the amount agreed to by the TPA and the non- participating provider; or	
	 (II) If the TPA and the non-participating provider enter the independent dispute resolution (IDR) process under the No Surprises Act and do not agree on an amount before a certified IDR entity makes a determination on the amount to be paid to the non-participating provider, then the amount determined by the certified IDR entity; or 	
	(iii) In the case the state has an All-Payer Model Agreement under section 1115A of the Social Security Act, the amount that the state approves under such All-Payer Model Agreement for such emergency services provided by the non- participating provider.	
Qualifying Payment Amount	The calculation for this amount is to be determined in accordance with the applicable federal regulation. Call Customer Service for further information.	
Recognized Amount	With respect to an item or service furnished by a non-participating provider:	
	i. Subject to clause (iii), in the case of such item or service furnished in a state that has in effect a law that determines the amount to be paid for such item or service;	
	ii. Subject to clause (iii), in the case of such item or service furnished in a state that does not have in effect such a state law, the amount that is the <i>qualifying payment amount</i> ; or	
	 iii. In the case of such item or service furnished in a state with an All-Payer Model Agreement under section 1115A of the Social Security Act, the amount that the state approves under such system for such item or service. 	
Serious and Complex	Serious and complex condition means, with respect to a covered person:	
Condition	1. In the case of an acute illness, a condition that is serious enough to require specialized medical treatment to avoid the reasonable possibility of death or permanent harm; or	
	 In the case of a chronic illness or condition, a condition that: Is life-threatening, degenerative, potentially disabling, or congenital; and Requires specialized medical care over a prolonged period of time. 	
Stabilize, To	With respect to an <i>emergency medical condition</i> , to provide such medical treatment of the condition as may be necessary to assure, within reasonable medical probability, that no material deterioration of the condition is likely to result from or occur during the transfer of the individual from a facility, or, with respect to an <i>emergency condition</i> involving a pregnant woman who is having contractions, to deliver (including the placenta).	

This Amendment does not change, alter, or amend any of the other provisions or limitations of the SPD.

This Amendment will be printed following receipt of the following signatures. Agreed to and accepted by:

Plan Sponsor Murray County	Third Party Administrator PreferredOne Administrative Services, Inc.
Company Representative	Company Representative
Title	Title
(Please print name of Company Representative)	(Please print name of Company Representative)
Date	Date

Important Note For Employers/Plan Sponsors: PreferredOne recommends that each employer/plan sponsor consult with their tax and/or legal advisor to review the Plan's current provisions (including, but not limited to, the eligibility, enrollment, termination of coverage, and employee contribution/premium sharing provisions), employer's overall employee/workforce demographics, and all other relevant facts and circumstances to determine: (a) whether employer is an "applicable large employer" within the meaning of Section 4980H of the Internal Revenue Code and the guidance issued thereunder ("Section 4980H"); (b) the applicable date of Section 4980H; and (c) whether employer has any risk of penalties under Section 4980H (i.e., the employer shared responsibility penalties aka "pay or play penalties"). Employer is solely responsible for making such determinations and ensuring the Plan Document and each Summary Plan Description (SPD), including, but not limited to, the eligibility, enrollment, and termination of coverage provisions thereof, are drafted in a manner consistent with employer's strategy (if any) for mitigating such penalties. If employer is using the look back measurement method under Section 4980H (the "look back method"), employer is solely responsible for ensuring the Plan Document and each SPD contain the provisions needed to enable employer to use the look back method. Employer is also solely responsible for drafting and adopting a separate document containing employer's policies and procedures implementing the look back method and for administering such policies and procedures. Employer shall make such policies and procedures available to PreferredOne and employer's excess risk insurer upon request. PreferredOne has no responsibility for making any determinations or taking any actions referenced in this note and shall have no liability with respect to any penalties assessed against employer under Section 4980H.

MURRAY COUNTY

REQUEST TO BE ON THE BOARD AGENDA (RBA)

Requested Board Date: 4/19/2022	Item: County Administrator Interviewing Process
Originating Department: Human Resources	Presenter: Ronda Radke
Requested Agenda Placement:Consent AgendaImagenda	Amount of Time Needed: 5 minutes
If requesting to expend funds, is the expenditure budgeted? Yes No If "Yes", please include the account code:	Attending Meeting: ⊠ In Person □Via Phone

Background:

Discussion on the Interviewing Process for the County Administrator, different options could be: Follow the normal process of a new hire, Department Head interviews, Open Board meeting interviews.

Board Action Requested (Include a sample motion whenever possible):

List Supporting Documents: