

# TODD COUNTY BOARD OF COMMISSIONERS

## *Health and Human Services Board Meeting Agenda*

Date: November 26, 2013

Time: 9:00 AM

Meeting to be held in the Historic Courthouse, Long Prairie, Minnesota

		<b>Approx. Time</b>
<b>1</b>	<b>Call to Order and Roll Call</b>	9:00
<b>2</b>	<b>Pledge of Allegiance</b>	9:01
<b>3</b>	<b>Amendments to the Agenda</b>	9:03
<b>4</b>	<b>Approve October 22, 2013</b>	9:04
<b>5</b>	<b>General</b>	
5.1	Northern Pines Mental Health Center Report - Glenn Anderson	9:05
5.2	Purchase of Service Agreement with Parent Education Services	9:25
5.3	Purchase of Service Agreement Greater MN Family Services	9:30
5.4	Todd County Development Achievement Center Rate Variance	9:35
5.5	MNDOT Transit Expansion Grant Update	9:40
5.6	Highlights of 2014 Legislative Platform of MN Local PH	9:45
5.7	Rural MN CEP, Inc. Report	9:55
5.8	Contract for Purchase of Services with Rural MN CEP	10:15
5.9	MNSURE & Todd County	10:20
5.10	Meeting Date for December, 2013	10:25
<b>6</b>	<b>Claims</b>	

# TODD COUNTY HEALTH & HUMAN SERVICES

## *Minutes of the Meeting of the Health & Human Services Meeting*

*October 22, 2013*

### **Call to Order**

The Todd County Board of Commissioners met in the Todd County Historic Courthouse in the City of Long Prairie MN on the 22<sup>nd</sup> day of October, 2013 at 9:00 a.m. with all members present except for Erickson and Blessing. The meeting was opened with the Pledge of Allegiance.

### **Approval of Agenda**

On motion by Kneisl and second by Kircher, the following motion was introduced and adopted by unanimous vote: To approve the agenda with the following addition.

1. Remove – Todd County HHS Cost Report 2012 Summary

### **Approval of Minutes**

On motion by Kircher and second by Kneisl, the following motion was introduced and adopted by unanimous vote: To approve the September 24, 2013 minutes as presented.

### **General**

Introduction of new employees, Megan Beaudry, Nicole Gesme and Bobbi Jo Freie.

Recognition of Eligibility Workers and Support Staff of the progress with the electronic document management system was given by Lisa Chapin. System is ready to go live.

Governor Proclamation of County Financial Worker and Case Aide Day was presented Cheryl Schneider.

Update was given on the HHS Update. Training is complete for the MNSure by Lisa Chapin.

Quarterly Financial Reports were given by Jena Peterson.

Update was given by Emily Steinert for the Family Services Unit.

On motion by Kneisl and second by Kircher, the following motion was introduced and adopted by unanimous vote: To approve the school Based Mental Health Services Agreement with Freshwater Education District.

On motion by Kircher and second by Kneisl, the following motion was introduced and adopted by unanimous vote: To approve to participate with the Morrison Todd Wadena MTW Community Health Board CHB + Cass CHB Nurse Family Partnership Agreement.

On motion by Kneisl and second by Kircher, the following motion was introduced and adopted by unanimous vote: To approve the Community Support Service Plan Grant.

Handouts were given out of the survey of the Home Health Care Providers. (Reports on file in the Administration Office).

The 2012 Reportable Diseases Summary for Todd County was given. (Report on file in the Administration Office).

On motion by Kneisl and second by Kircher, the following motion was introduced and adopted by unanimous vote: To approve the Central MN Initiative Fund Grant Contract.

On motion by Kircher and second by Kneisl, the following motion was introduced and adopted by unanimous vote: To approve renewal of participation with the MN Statewide Improvement Program (SHIP Grant with MTW CHB + Cass CHB).

Katherine Mackedanz gave an update of the Eagle Bend Public Transit Expansion Update. There will be a one day a month pilot program for Friendly Rider or Rainbow Rider. MN DOT would pick up the cost for 6 months January – July, 2014.

Update was given on the MN DHS Performance Management System.

#### **Social Services Fund Warrants**

On a motion by Kneisl and second by Kircher the following motion was approved by unanimous vote: To recommend to the County Board the approval of all claims as presented on the Integrated and Disbursements Audit List for the Board on record at the Social Service Office, Courthouse Annex, representing claims in the amount of \$170,375.78.

On a motion by Kneisl and second by Kircher the following motion was approved by unanimous vote: To recommend to the County Board the approval of all claims as presented on the Integrated and Disbursements Audit List for the Board on record at the Social Service Office, Courthouse Annex, representing claims in the amount of \$151,149.48.

On a motion by Kneisl and second by Kircher the meeting was adjourned for the month of October, 2013.

#### Warrants

Vendor Name	Amount
# 11876	\$2,791.50
DHS	\$14,248.45
DHS-MSOP - MN SEX OFFENDER PROGRAM	\$6,900.60
HORMEL FOODS BENEFIT SERVICES	\$3,503.62
INFORMATION SYSTEM CORP	\$102,218.46
OTTER TAIL CTY HUMAN SERVICES	\$2,569.35
PERISH/ALAN	\$2,701.24
Payments less than 2000	\$35,442.56
Final Total	\$170,375.78

#### Warrants

Vendor Name	Amount
COMMUNITY & FAMILY SRVS LLC	\$11,562.86

DHS	\$16,050.90
#4453 Foster Care Provider	\$4,680.00
HEARTLAND GIRLS RANCH	\$5,280.00
KINDRED FAMILY SRVS	\$3,252.60
MERIDIAN SERVICES INC	\$3,495.05
NORTHERN PINES MENTAL HLTH CTR	\$41,296.84
NORTHWOOD CHILDRENS SERVICES	\$4,526.55
PINEHAVEN YOUTH AND FAMILY SRVS INC	\$15,963.30
PRODUCTIVE ALTERNATIVE INC - FERGUS	\$3,410.01
TINIUS PHD PA/TIM	\$6,400.00
TODD COUNTY DAC	\$8,724.37
WEST CENTRAL REG JUVENILE CTR	\$5,706.00
Payments less than 2000	\$20,801.00
Final Total	\$151,149.48

# Todd County, MN Board Action Form



<b>Action Requested</b>	
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other
Board Action Tracking Number (Admin use):	

<b>Title (for publication with the Agenda):</b> Purchase of Service Agreement with Parent Education Services of Alexandria	
Date of Meeting: Nov 26, 2013	Total time requested: 5
Department Requesting Action: HHS	
Presenting Board Action/Discussion at Meeting: Emily Steinert	
<b>Background</b> <input checked="" type="checkbox"/> Supporting Documentation enclosed	
Parent Education Services of Alexandria accepts referrals made by Todd Co Social Services to provide in home parenting sessions, case consultation, and related services for families.	
<b>Options</b> <input type="checkbox"/> Supporting Documentation enclosed	
<b>Recommendation</b> <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
The Purchase of Service Agreement with Parent Education Services of Alexandria, effective Jan 1, 2014- Dec 31, 2014.	
<b>Financial Implications: \$39/hour which includes travel in Todd County; not to exceed \$30,000/year</b>	Comments
Funding Source: Fund 11	
Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Action	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Blessing	<input type="checkbox"/> Blessing
Second:	<input type="checkbox"/> Kneisl	<input type="checkbox"/> Kneisl
<input type="checkbox"/> Passed	<input type="checkbox"/> Erickson	<input type="checkbox"/> Erickson
<input type="checkbox"/> Failed	<input type="checkbox"/> Kircher	<input type="checkbox"/> Kircher
<input type="checkbox"/> Tabled	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann

<b>Signatures</b>	
STATE OF MINNESOTA } COUNTY OF TODD }	
I, Karen Busch, County Auditor-Treasurer, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Administration Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:	
Seal	

## PURCHASE OF SERVICE AGREEMENT

The Todd County Social Services, 212 Second Avenue South, Long Prairie, MN 56347, hereafter referred to as the "Agency." and parent Education Services of Alexandria, LLC of Alexandria at 1612 Melvina Lane, Alexandria, MN 56308, hereafter referred to as the "Contractor" enter into this agreement for the period of January 1, 2014 to December 31, 2014.

### WITNESSETH

WHEREAS the Contractor is an in-home parent education service for families in crisis providing services in West Central Minnesota whose supervising partner is licensed in elementary education by the State of Minnesota and whose partners are trained by the State of Minnesota in family preservation services; and

WHEREAS the Agency wishes to purchase such program services from the Contractor; and

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

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

#### 1. Contractor's Duties:

- a. As specified in the 2008-2009 Minnesota Biennial Community Social Services Plan, and the Todd County Biennial Community Social Services Plan and the attached exhibits, the Agency agrees to purchase and the Contractor agrees to provide family parenting services.
- b. The Contractor shall, in writing within 10 days, notify the Agency whenever it is unable to, or going to be unable to, provide the required quality or quantity of Purchased Services. Upon such notification, the Agency shall determine whether such inability will require modification or cancellation of said contract.

#### 2. Cost and Delivery of Purchased Services:

- a. The unit cost for Purchased Services for reimbursement eligible clients shall be \$39.00 per hour for parenting facilitator, less any third-party reimbursement received by Contractor. Contract is not to exceed \$30,000.00 per year. No mileage reimbursement will be paid by the agency except as set forth in Paragraph 2. d. below. At no time will more than one facilitator bill for services provided. Any exceptions to this must be approved in writing by the Agency for a specific period of time for a specific purpose.
- b. The Contractor certifies that the services to be provided under this agreement are not available without cost to eligible clients. The Contractor further certifies that payment claims for Purchased Services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of service. The Contractor further certifies that payments do not reflect any administrative or program costs assignable to private or third-party pay service recipients.
- c. Purchased Services will be provided at locations deemed appropriate by Contractor and Agency, including, but not limited to, clients' homes, Agency offices, and public facilities or locations.

- d. Purchased Services shall include in-home parenting sessions, school staffings, case collaboration with other providers, travel, record keeping, court attendance, and supervised visitation in conjunction with parenting education services. The scope of Purchased Services shall be determined by Agency and Contractor on a client-by-client basis, including any reimbursement for court preparation. Prior approval from the Agency case manager must be obtained for payment by the Agency for two Contractor service providers being present together with a client. Documentation time may be billed to the Agency but is limited to thirty (30) minutes per parenting session.

In the event a client resides outside of Todd County and the agency purchases services from the Contractor, purchased services will also include travel time as well as reimbursement of mileage at the current IRS rate. Services provided to clients residing outside of Todd County must be pre-approved in writing by the Agency for a specific purpose for a specified period of time.

### **3. Eligibility for Services:**

The parties understand and agree that the eligibility of the client to receive the Purchased Service is to be determined in accordance with eligibility criteria established by the Agency's Community Social Services Plan.

- a. It is understood and agreed by the parties that, for fee eligible recipients, fees shall be charged and collected in accordance with fee policy and schedules adopted by the Todd County Human Services Board and approved by the commissioner of Human Services in accordance with the provisions of Minnesota Statutes.
- b. The Contractor shall not charge any program or service fee to social services eligible clients except in accordance with a. above.
- c. When the Agency has determined that the client is no longer eligible to receive purchased services or that services are no longer needed or appropriate, the Agency shall notify the Contractor within 5 days of the termination. The Agency shall notify the client of proposed termination of services in writing at least 10 days prior to the proposed agency action, and of the client's right to appeal this proposed agency action.
- d. The Contractor shall notify the Agency and the Client in writing whenever the Contractor proposes to discharge or terminate service(s) to a client. The notice must be sent at least 30 days prior to the proposed date of discharge or termination, and must include the specific grounds for discharge or termination of service(s). The Contractor shall not discharge or terminate services to a client prior to the proposed date unless delay would seriously endanger the health, safety, or well-being of the client or Contractor.

The contractor shall establish written procedures for discharging a client or terminating services to a client. The written procedure shall include.

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

4. **Individual Service and Habilitation Plan:**

The parties understand and agree that all services provided to eligible recipients under the terms of this contract shall be in accordance with the individual services plan and individual habilitation plan, developed with, for, and on behalf of the individual client.

The Agency shall not delegate the development of Individual Service Plans (ISPs)

5. **Payment for Purchased Services:**

a. **Certification of expenditures:** The Contractor shall, within fifteen working days following the last day of each calendar month, submit a standard invoice for social services purchased to Todd County Social Services. The Invoice shall show: 1) total program and administrative expenditures for the month; and 2) an itemized account of each social services eligible individual, identifying service(s) provided, number of units and cost per unit, including administrative costs allocated to the provision of Purchased Services to reimbursement eligible clients; and 3) name of individuals provided services.

b. **Payment:** The Agency shall, within 30 days of the date of receipt of the Invoice, make payment to the Contractor for all reimbursement-eligible clients identified in the invoice.

6. **Audit and Record Disclosures:**

The Contractor shall:

- a. Send the following financial, statistical and social services reports to the Agency on a monthly/quarterly basis.
  - 1) Reports as required by the agency.
  - 2) Monthly billing including number of units of service
- b. Allow personnel of the Agency, the Minnesota Department of Human Services, and the Department of Health and Human Services, access to the Contractor's facility and records at reasonable hours to audit the Purchased Services.
- c. Maintain all records pertaining to the contract at Contractor's office for four years for audit purposes.
- d. Comply with policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, as defined in the Department of Human Services Social Services Manual and the administrative rules of the Stare Agency. Agency shall provide copies of said policies to Contractor.

7. **Safeguard of Client Information:**

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



The Contractor agrees to comply with the standards for privacy of Individuals Identifiable Health Information as required in the Federal Health Insurance Portability and Accountability Act (HIPAA) passed by Congress in 1996.

8. **Equal Employment Opportunity and Civil Rights and Nondiscrimination:**

(When applicable) the Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e), including Executive Order No.11246, and Title VI (42 USC 2000d) including Title VI's legal obligations to provide language assistance services to all applicants and clients with limited English proficiency free of charge and in a timely manner during all hours of operation; and the Rehabilitation Act of 1973, as amended by Section 504.

The Contract agrees to comply with the standards for privacy of Individuals Identifiable Health Information as required in the Federal Health Insurance Portability and Accountability Act (HIPAA) passed by Congress in 1996.

(When applicable) the Contractor certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363.073 (1998). This section only applies if the grant is for more than \$100,000 and the Contractor has employed forty or more full-time employees with the State of Minnesota on a single working day during the previous 12 months.

9. **Fair Hearing and Grievance Procedures:**

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

10. **Bonding, Indemnity, Insurance and Audits:**

a. **Bonding:** (For Private/Non-Profit Contractors Only) The Contractor agrees to obtain and maintain at all times during the terms of this agreement a fidelity bond covering the activity of the Contractor's personnel authorized to receive or distribute monies. Such bond shall be in the amount of \$10,000.

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

- 1) By reason of any service clients suffering personal injury, death, or property loss of damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this Agreement, or while on premises owned, leased or operated by the Contractor, or while being transported to or from said premises in any vehicle owned, operated, chartered or otherwise contracted for by the Contractor or his assigns; or
- 2) By reason of any service a client causes injury to, or damage to, the property of another person during any time when the Contractor or employee thereof has undertaken or is furnishing the care or service called for under this contract.

- c. **Insurance:** The Contractor further agrees, in order to protect itself and the Agency under the indemnify provisions set forth above, to at all times during the term of this contract, have and keep in force a liability insurance policy in the amount of \$500,000 for bodily injury or property damage to any one person and \$1,500,000 for total injuries or damages arising from any one incident.
- d. **Audit:** The Contractor agrees that within 60 days of the close of its fiscal year, an audit will be conducted by a Certified Public Accounting Firm which will meet the requirements of the Single Audit Act of 1984, P.L. 98-502 and Office of Management and Budget, Circular No. A-128. After completion of the audit, a copy of the audit report must be filed with the Agency.

11. **Conditions of the Parties' Obligations:**

- a. It is understood and agreed that in the event the reimbursement to the Agency from State and Federal Sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall thereupon be terminated.
- b. This agreement may be canceled by either party at any time with or without cause, upon 30 days' notice, in writing, delivered by mail or in person.
- c. Before the termination date specified in Section 1 of this agreement, the Agency may evaluate the performance of the Contractor in regard to terms of this agreement to determine whether such performance merits renewal of this agreement.
- d. Any alterations, variations, modifications, or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement.
- e. No claim for services furnished by the Contractor, not specifically provided in the agreement, will be allowed by the Agency, nor shall the Contractor do any work or furnish any material not covered by the agreement, unless this is approved in writing by the Agency. Such approval shall be considered to be a modification of the agreement.
- f. In the event that there is a revision of federal regulations which might make this agreement ineligible for federal financial participation, all parties will review the agreement and renegotiate those items necessary to bring the agreement into compliance with the new federal regulations.

12. **Subcontracting:**

The Contractor shall not enter into subcontracts for any of the goods and services contemplated under this agreement without written approval of the Agency. All subcontracts shall be subject to the requirements of this contract. The Contractor shall be responsible for the performance of any subcontractor.

13. **Miscellaneous:**

**Entire agreement:** It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and any county social services agency relating to the subject matter thereof. Nothing in this agreement shall be

constructed as prohibiting Contractor from entering into agreements in addition to the agency named herein.

APPROVED AS TO FORM AND EXECUTION:

\_\_\_\_\_  
Date \_\_\_\_\_  
Todd County Attorney

\_\_\_\_\_  
Date \_\_\_\_\_  
Ms. Cheryl Schneider, Director  
Todd County Social Services

\_\_\_\_\_  
Date \_\_\_\_\_  
Chairperson, Todd County Board of Commissioners

*Jan Ollig* \_\_\_\_\_ Date *10/30/13*  
Jan Ollig  
Parent Education Services of Alexandria LLC

# Todd County, MN Board Action Form



Action Requested	
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other
Board Action Tracking Number (Admin use):	

<b>Title (for publication with the Agenda):</b> Purchase of Service Agreement with Greater MN Family Services, Wilmar	
Date of Meeting: Nov 26, 2013	Total time requested: 5
Department Requesting Action: HHS	
Presenting Board Action/Discussion at Meeting: Emily Steinert	
<b>Background</b> <input checked="" type="checkbox"/> Supporting Documentation enclosed	
Greater MN Family Services of Wilmar accepts referrals made by Todd Co Social Services to provide in home Family Therapy or Family Counseling sessions, case consultation, and related services for families.	
<b>Options</b> <input type="checkbox"/> Supporting Documentation enclosed	
<b>Recommendation</b> <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
The Purchase of Service Agreement with Greater MN Family Services , Wilmar ; effective date of Jan 1, 2014- Dec 31, 2014.	
<b>Financial Implications: \$Therapist \$85.48hr; Family Counselo \$60.55hr</b>	Comments
Funding Source: Fund 11	
Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Action	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Blessing	<input type="checkbox"/> Blessing
Second:	<input type="checkbox"/> Kneisl	<input type="checkbox"/> Kneisl
<input type="checkbox"/> Passed	<input type="checkbox"/> Erickson	<input type="checkbox"/> Erickson
<input type="checkbox"/> Failed	<input type="checkbox"/> Kircher	<input type="checkbox"/> Kircher
<input type="checkbox"/> Tabled	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann

<b>Signatures</b>	
STATE OF MINNESOTA ) COUNTY OF TODD )	
I, Karen Busch, County Auditor-Treasurer, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Administration Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:	
	Seal

**PURCHASE OF SERVICE AGREEMENT**

**BETWEEN  
GREATER MINNESOTA FAMILY SERVICES  
AND  
TODD COUNTY HEALTH AND HUMAN SERVICES**

The Todd County Health and Human Services, 212 2<sup>nd</sup> Ave South, Long Prairie, MN 56347, hereafter referred to as "Department" and Greater Minnesota Family Services, 513 5<sup>th</sup> Street SW, Willmar, Minnesota 56201, hereafter referred to as "Contractor", enter into this agreement, for the period from January 1, 2014 to December 31, 2014.

**WITNESSETH**

That this addendum specifies the amount of services Todd County will purchase from the Contractor and the method of payment used to reimburse the Contractor for purchased services, and the method by which additional services will be purchased.

**1. PURCHASE OF SERVICES:**

Units of services purchased will be for direct and indirect time as defined in the lead county contract.

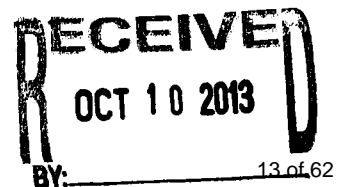
The Department agrees to purchase and the Contractor agrees to furnish the following services:

<u>FAMILY BASED SERVICES</u>	<u>NUMBER OF UNITS</u>	<u>RATE PER UNIT</u>
<b>Family Therapist</b>	On a case by case basis	\$85.48
<b>Family Counselor</b>	On a case by case basis	\$60.55

Cost for this service will be charged on a billable hour basis. All eligible MA severely emotionally disturbed or emotionally disturbed children will reduce the total costs of these services.

<u>DIAGNOSTIC ASSESSMENTS UNIT</u>	<u>NUMBER OF UNITS</u>	<u>RATE PER</u>
<b>Family Therapist</b>	On a case by case basis	\$85.48


The cost of this service will be charged on a billable hour basis. Total costs may vary due to insurance eligible clients and the number of non-insured cases referred.



2. ADDITIONAL COUNTY REQUIREMENTS

When services to a family are expected to exceed six months duration, the case will be staffed prior to the end of six months with the contract staff providing the services, county case manager, and county social service supervisor.

APPROVED BY:

  
\_\_\_\_\_  
CEO, Greater Minnesota Family Services

10/13  
Date

\_\_\_\_\_  
Director, Todd County Health & Human Services

\_\_\_\_\_  
Date

An Equal Opportunity/Affirmative Action Employer

LEAD COUNTY CONTRACT  
BETWEEN  
GREATER MINNESOTA FAMILY SERVICES  
AND  
MEEKER COUNTY

Meeker County Social Service Department, 114 N. Holcombe Ave., Suite 180, Litchfield, MN 55355, hereafter referred to as the "Department" and Greater Minnesota Family Services, P.O. Box 1810, 513 5th Street Southwest, Willmar, MN 56201, hereafter referred to as the "Contractor" enter into this agreement for the period from January 1, 2014 to December 31, 2014.

**WITNESSETH**

WHEREAS, the Contractor is an approved Rule 29 vendor and provider of Family Based Services according to the Minnesota Department of Human Services,

WHEREAS, the Department wishes to purchase such program services from the Contractor;  
and

WHEREAS, the Department and the Contractor understand that this agreement serves as a Lead County agreement for services purchased by financially responsible departments of other counties.

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

1. PURCHASE OF SERVICE

a. As specified in the Department's County Plan, the Department agrees to purchase and the Contractor agrees to furnish the following:

FAMILY BASED SERVICES (Direct & Indirect Time) including travel	UNIT	RATE PER UNIT	ACCEPTED MIN RATE
Family Therapist (Doctorate)	Hour	\$ 177.50	\$104.04
Family Therapist (Licensed Master)	Hour	\$ 147.20	\$ 85.48
Family Group Decision Making, Family Specialists, Custody Studies, and Mediation Services MHP (BS or MS Degreed Staff)	Hour	\$ 138.54	\$ 72.87
Custody Studies and Mediation Services LMHP (Licensed Mental Health Professional)	Hour	\$ 147.74	\$ 85.94
Family Counselor (Master or Bachelor Degree)	Hour	\$ 93.10	\$ 60.55
Family Practitioner (Life Skills Worker)	Hour	\$ 93.10	\$ 45.86
Family Aide (High School)	Hour	\$ 30.29	\$ 26.21
SILS/Wavered Services (For Developmentally Delayed and Elderly)	Hour	\$ 35.71	\$ 32.71

Group Therapy-Day Treatment	Hour	\$ 104.04	\$ 45.54
Group Skills-Day Treatment	Hour	\$ 52.02	\$ 35.79
Interpreter Services	Hour		\$52.54
Supervision	Hour		\$72.49
<b>DIAGNOSTIC ASSESSMENTS</b> (Direct & Indirect Time)	<b>UNIT</b>	<b>RATE PER UNIT</b>	
Parental Capacity Assessments	Hour	\$237.89	\$121.52
Family Therapist (Doctorate)	Hour	\$177.50	\$104.04
Family Therapist (Licensed Master)	Hour	\$147.20	\$ 85.48
<b>PSYCHIATRIC NURSING SERVICES</b>			
Psychiatric Evaluation	Hour	\$301.72	\$175.00
Medication Management	Hour	\$301.72	\$175.00
Therapy	Hour	\$301.72	\$175.00
<b>TARGETED CASE MANAGEMENT</b>	<b>UNIT</b>	<b>RATE</b>	
Child Welfare Targeted Case Management (CW-TCM) (Activities that coordinate case management services and other life domain needs of client and client's family)	Per Month Billing		\$330.00
Children's Mental Health Targeted Case Management (CMH-TCM) (Activities as CW-TCM above with a focus on Mental Health service needs)	Per Month Billing		\$668.00

See attached exhibits, describing in summary the following:

- 1) Overall function of the Contractor (Exhibit A)
- 2) Programs to purchased, including goals and objectives (Exhibit B)
- 3) Staff qualifications (Exhibit C)
- 4) Medical Assistance Programs (Exhibit D)
- 5) Greater Minnesota Family Services flow chart (Exhibit E)
- 6) Bookkeeping and accounting system (Exhibit F).

b. The Contractor agrees to:

1. Ensure that all purchased services are provided in accordance to the guidelines developed by the Minnesota Department of Human Services.
2. Work cooperatively with the Case Manager (i.e.; attending staffings, providing information, participating in case planning, etc.) and providing quarterly reports.
3. Shall, in writing within 10 days, notify the Department whenever it is unable to, or going to be unable to, provide the required quality or quantity of purchased services. Upon such notification, Department and Contractor shall determine whether such



inability will require modification or cancellation of said contract.

## 2. COST AND DELIVERY OF SERVICES

- a. Under the Direct and Indirect Time the hourly rate for each service shall be charged for time incurred during direct (client contacts) and indirect (collateral, travel and report writing) time.
- b. The Department will determine the need for sliding fees and be responsible for their collection.
- c. Purchased services will be provided at 513 5th Street Southwest, Willmar, MN 56201 and at the residence of the client or other agreed upon community facility.
- d. The amount of services and method of payment will be determined by a separate agreement with each social service Department purchasing services. This will be done through an addendum to this contract.
- e. Targeted Case Management services will be billed on a monthly basis (or in ¼ hour increments of time should rule change) to appropriate State and County agencies.

### Number of Client Cases per FTE Caseload

The Greater Minnesota Family Services Board of Directors has established the maximum number of case referrals from the Department, at any given time, shall be twelve client cases for 1.0 FTE. The range would be six to twelve cases. Greater Minnesota Family Services requests that if more cases need referral, the Department would refer these clients to other available Family Based staff.

## 3. ELIGIBILITY FOR SERVICES

- a. The parties understand and agree that the eligibility of the client to receive the purchased services is to be determined in accordance with eligibility criteria established by the Department's Community Social Service Plan.
- b. The parties understand and agree that the Department will make all determinations of eligibility. When the Department has determined that the client is no longer eligible to receive purchased services, the Department shall notify the Contractor within five days of the determination.

## 4. PAYMENT FOR PURCHASED SERVICES

- a. Certification of Expenditures: The Contractor shall, within five (5) working days following the last day of each calendar month, submit a standard invoice for social services purchased to the Department. The invoice shall contain: (1) the name of family served; and (2) the number of hours of services with hourly rate and total costs for provided services.

b. Payment: The Department shall, within thirty (30) days of the date of receipt of the invoice, make payment to the Contractor.

c. The Contractor will send separate invoices to each county Department that purchases services and payment will be made by each county Department directly to the Contractor.

## 5. AUDIT AND RECORD DISCLOSURES

The contractor shall:

a. Make available to the Department, all information that is client specific to individuals being serviced under this agreement.

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

c. Maintain all records pertaining to the Contract at the Contractor's place of business for three years for audit purposes.

d. Comply within policies of the Minnesota Department of Human Services regarding (1) social services recording as defined in the Department of Human Services Social Services Manual VI-5000; and (2) monitoring procedures as defined in the Social Services Manual X-1000.

The Contractor agrees to provide assurances that it will comply with Health Information Portability and Accountability Act (HIPAA) requirements necessary to protect individual identifying health information (IIHI). Use and disclosure will require that IIHI will be:

- Appropriately safeguarded.
- Any misuse of IIHI will be reported.
- Secure satisfactory assurances from any subcontractor.
- Grant individual access and ability to amend their IIHI.
- Make available an accounting of disclosures and release applicable records if requested.
- Upon termination, return or destroy all IIHI in accordance with conventional record retention/destruction practices.

## 6. SAFEGUARD OF CLIENT INFORMATION

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

All data collected, created, received, maintained, or disseminated for any purposes by the activities of the Contractor in the performance of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and all other statutory provisions governing data privacy, Minnesota Rules implementing such Act now in force or hereafter adopted, as well as Federal regulations on data privacy.

7. FAIR HEARING AND GRIEVANCE PROCEDURES

The Contractor agrees that a fair hearing and grievance procedure in conformance with and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services.

8. TECHNICAL ASSISTANCE, CONTRACT ADMINISTRATION AND DISPUTES

a. The Department, being the local Mental Health Authority, will offer assistance to the Contractor to develop services, ensure compliance with the Agreement and provide ongoing consultation.

b. Except as otherwise provided in this Agreement, any dispute concerning a question of program and/or clinical treatment arising under this Agreement which is not disposed of by negotiation shall be decided by the social service supervisor, who shall put the decision to writing and furnish a copy to the Contractor. The decision of the social service supervisor shall be final unless, within thirty (30) days from the date of receipt of such copy, the Contractor makes a written appeal addressed to the Department. The Contractor shall be allowed an opportunity to be heard and to offer evidence in support of its appeal. Pending a final decision of a dispute, the Contractor shall proceed with the performance of the Agreement and in accordance with the Department's decision. The decision of the Department, through its authorized representative, shall be final unless determined by a court or competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as to imply bad faith, or not supported by substantial evidence.

c. This dispute clause does not preclude questions of the law.

9. BONDING, INDEMNITY AND INSURANCE CLAIMS

A. Bonding: The contractor shall obtain and maintain at all times during the term of this agreement, a fidelity bond covering the activity of its personnel authorized to receive or distribute monies. Such bond shall be in the amount of \$250,000.00.

B. Indemnity: The Contractor does hereby agree that it will at all times indemnify and hold harmless the Department from any and all liability, loss, damage, costs or expenses which may be claimed against the Department or Contractor (1) by reason of any service client's suffering personal injury, death or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this agreement, or while on premises in any vehicle owned, operated, chartered or otherwise contracted for by the Contractor or his assigns; or (2) by reason of any service client's causing injury to, or damage to, the property of another person during any time when the Contractor or his assigns, or employee thereof has undertaken or is furnishing the care and service called for under this agreement.

C. Contractors Liability and Workers Compensation Insurance: The Contractor further agrees, in order to protect itself and the Department under the indemnity provisions set forth above, to at all time during the term of this contract, have and keep in force the insurance indicated below and have a clause in the policy to require the insurance company to notify the Department upon cancellation.

a. Workers' Compensation including Employers Liability with the following coverage and limits:

Bodily injury by Accident - \$1,500,000 each accident  
Bodily injury by Disease - \$1,500,000 each employee  
Bodily injury by Disease/Accident - \$1,500,000 policy limit

b. Automobile Liability coverage including Hired Car and Employers Non-Ownership Liability with the following Limits of Liability:

Combined Bodily Injury and Property Damage - \$1,500,000 each occurrence

c. Commercial General Liability to include the following coverages and limits of insurance:

Each Occurrence limit - (combined Bodily Injury and Property Damage) - \$1,500,000.

General Aggregate Limit - (other than products-completed operations) - \$3,000,000.

Products-Completed Operations Aggregate Limit - \$3,000,000.

Personal and Advertising Injury Limit - \$1,500,000.

Fire Damage Limit - \$300,000 any one fire

Medical Expense Limit - \$10,000 any one person

Coverage Afforded shall include:

Premises Operation  
Products Completed Operation  
Contractual Liability Including Oral and Written Contract  
Medical Payments

10. CONDITIONS OF THE PARTIES' OBLIGATIONS

- a. It is understood and agreed that in the event the reimbursement to the Department from State and Federal sources is not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall thereupon be terminated.
- b. This agreement may be cancelled by either party at any time, with or without cause, upon thirty days notice, in writing, delivered by mail or in person.
- c. Sixty days before the termination date specified in Section 1 of this agreement the Department may evaluate the performance of the Contractor in regard to the terms of this agreement to determine whether such performance merits renewal of this agreement.
- d. Any alterations, variations, modifications, or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement.
- e. No claim for services furnished by the contractor, not specifically provided in the agreement, will be allowed by the Department, nor shall the Contractor do any work or furnish any material not covered by the agreement, unless this is approved in writing by the Department. Such approval shall be considered to be a modification of the agreement.
- f. In the event that there is a revision of Federal regulations which might make this agreement ineligible for financial participation, all parties will review the agreement and renegotiate those items necessary to bring the agreement into compliance with the new Federal regulations.

11. SUBCONTRACTING

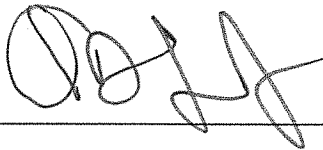
The Contractor shall not enter into subcontracts for any of the work contemplated under this agreement without written approval of the Department. All subcontracts shall be subject to the requirements of this contract. The contractor shall be responsible for the performance of any subcontractor.

12. MISCELLANEOUS

Entire Agreement: It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and any county welfare department(s) relating to the subject matter hereof.

Provider having signed this contract and the Meeker County Board of Commissioners have duly approved this contract pursuant to such approval and the proper County officials having this contract, the parties hereto agree to be bound by the provisions herein set forth.

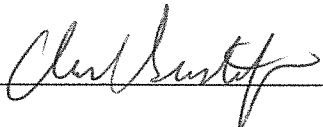
APPROVED AS TO FORM AND EXECUTION

  
\_\_\_\_\_

County Attorney

6-6-2013

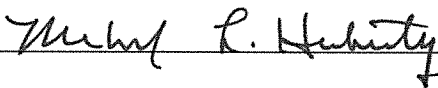
Date

  
\_\_\_\_\_

Director, County Social Service Agency

9-17-13

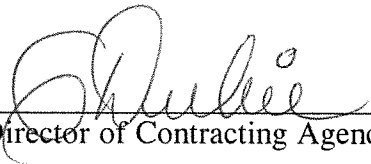
Date

  
\_\_\_\_\_

Chairperson, County Welfare Board

9-17-13

Date

  
\_\_\_\_\_

Director of Contracting Agency

8-14-13

Date

An Equal Opportunity/Affirmative Action Employer

## **EXHIBIT A**

### **OVERALL FUNCTION OF CONTRACTOR**

GREATER MINNESOTA FAMILY SERVICES is an intensive home based treatment program designed to serve families with their own homes as the service base. Through intensive family support, counseling and treatment this program works toward the prevention of unnecessary placements of children outside of their own family in foster care, group care, residential treatment centers, or alternative care facilities. Our treatment program is based upon a Family Systems model utilizing Family Practitioners (life skills) support, and Family Counseling, Family Therapists, Social Learning Theory, and Community Resource Mobilization as well as other treatment modalities.

## **EXHIBIT B**

### **PROGRAM TO BE PURCHASED**

It is the purpose of Greater Minnesota Family Services to offer families and communities an alternative to out of home placement of children and adolescents in foster, group, residential, and institutional placements. Through the intensive provision of home services by practitioners and professional staff; the families that respond to services will be empowered to make necessary changes and keep their children, who are at risk of placement, at home.

In addition to a family systems orientation to problems and solutions, this program's staff will assure the delivery and coordination of existing community services needed to maintain and improve family functioning. All staff will protect and encourage the family unit by assisting families to identify problems and find resolutions to the problems whenever possible.

When it is determined that a child(ren) is at high risk and a placement outside the family is necessary, home based staff can be utilized to facilitate the earliest possible return of the child to his/her family. It is understood that any placement outside of the home will be done in consultation with County staff and supervisor. The County is the agent that will initiate a placement outside of the home if it is necessary.



## EXHIBIT C

### STAFF QUALIFICATIONS

#### 1. FAMILY AIDE

Formal Training: Required: High School Degree

Preferred: High School Degree and experience in related field.

#### Prior Experience of Staff

This position is designed for the provision of direct supportive care/mentoring to families and children in a community setting. Staff in this position will provide emotional support to parents and their children in a community setting to maintain behavioral and structural changes made by a GM counselor/practitioner or other community mental health professionals.

#### 2. FAMILY PRACTITIONER

Formal Training: Required: High School Degree

Preferred: Bachelor Degree in Social Work or related field.

#### Prior Experience of Staff

This position is designed for the provision of direct, in-home services to families where one or more children are at risk of out-of-home placement. Staff occupying this position will have experience in providing supportive and educational assistance. Examples of such skills would be parent training, outreach to potential clients, crisis assistance, befriending a child, independent living skills for an adolescent, medication monitoring, etc.

#### 3. FAMILY COUNSELORS

Formal Training: Required: 1) Bachelor Degree in Social Work, or  
2) Bachelor in Helping Profession

Preferred: 1) Masters of Social Work  
2) Masters in Helping Profession

#### Prior Experience

Staff occupying this position will have significant experience in working with families experiencing problems with child abuse and neglect, juvenile delinquency and emotional problems of child and adults. Their experience enables them to handle complex family issues such as serious conflicts between parents and children, and intense disagreements between parents over discipline/affection toward their children. Experience in behavioral management, individual, and family counseling is required. Ability to function with, develop, and coordinate community resources is required.

#### 4. FAMILY SPECIALISTS

Formal Training: Required: Masters Degree in Human Services

##### Prior Experience

In addition to the above experience, these staff have proven skills/years of service in the direct provision of Home Based counseling. They have had intensive supervision by Qualified Mental Health Licensed Professionals. They are prepared to manage the most difficult CMH cases.

#### 5. FAMILY THERAPISTS

Formal Training: Required: 1) Master of Social Work or equivalent.  
2) Master Degree in Human Service Field  
3) Doctorate Degree

REQUIRED: Family Therapists will be licensed at a clinical level, as a Licensed Independent Clinical Social Worker (L.I.C.S.W.), L.M.F.T., or Licensed Psychologist (L.P.). These therapists will also use a Medical Assistance Provider number in order to access Medical Assistance reimbursements.

##### Prior Experience

Staff in this position will have experience in the areas of diagnostic and treatment planning, related to children and adults with severe emotional disturbance. They will also be able to provide DSM IV AXIS IV psychological evaluations. Experience in marital and family psychotherapy is required. These clinicians will also receive supportive training in any area of child neglect and abuse, addictive behaviors, juvenile delinquency and working with community wide systems, as may be necessary.

#### 6. AGENCY EXPERIENCE BRIEF

Greater Minnesota Family Services is a provider of an array of Family Based Services in Minnesota. The clinical director is a Licensed Psychologist, and has extensive experience in working with: county agencies as a Social Worker III (MN Merit System) in Brown County, families as a Family Based therapist and clinical supervision of direct care workers as a Clinical Director of Family Based Services for a prior agency. Greater Minnesota Family Services is also an approved vendor according to the Minnesota Department of Human Services as a Rule 29 Mental Health Clinic.

## EXHIBIT D

### MEDICAL ASSISTANCE

#### PROGRAMS TO BE PURCHASED

The proposed Medical Assistance programs to be purchased will be implemented according to state medical assistance regulations and Minnesota Statutes 9505.0324 for Home-Based Mental Health Services (referred to as Rule 47).

The described program of home-based mental health services will be provided to children who have been determined to be a child with severe emotional disturbance or emotional disturbance who needs home-based services and meets the financial eligibility guidelines for Medical Assistance. The determination of a child's eligibility to receive home-based mental health services will be based on a diagnostic assessment done by a Medical Assistance enrolled qualified mental health professional.

Services will be provided primarily in the child's residence. They may be provided in the child's school, the home of a relative of the child, a recreational or leisure setting, or the site where the child receives day care. Services include:

1. Diagnostic assessment and the development of an individual treatment plan.
2. Individual, family psychotherapy, and multi-family psychotherapy as needed by a mental health professional, not to exceed a combined total of 48 hours in a six (6) month period.
3. Individual, family or group skills training by a mental health practitioner, for up to 192 hours within a six (6) month period.

The services provided by the general practitioner will be designed to meet the specific mental health needs of the child and the child's family according to the child's individual treatment plan developed by the mental health professional, and will designate specific treatment goals and objectives for the child and the child's family. They will consist of activities designed to:

- \* promote skill development of the child and the child's family in the use of age-appropriate daily living skills, interpersonal and family relationships, and leisure and recreational services
- \* assist the family to improve the family's understanding of normal child development and to use parenting skills that will help the child achieve the goals outlined in the child's individual treatment plan
- \* promote family preservation and unification, promote the family's integration with the community, and reduce the use of unnecessary out-of-home placement.

The Contractor will assist the county social service case manager in the development of 24-hour per day, seven days a week, crisis plan. All the above described services will be coordinated with the case manager. At appropriate times Greater Minnesota Family Services will access Targeted Case Management revenues with each county's agreement.

Given certain requirements and restrictions, the services described above can be used in conjunction with day treatment services, outpatient psychotherapy, and to a child not living in

the child's residence.

Greater Minnesota Family Services will bill Medical Assistance for all direct client services provided by the Mental Health Practitioner and the Qualified Mental health Professional.

There are numerous other services separate from direct clinical care which will be billed to each county utilizing these purchased services unless Targeted Case Management revenues can be accessed. These services include:

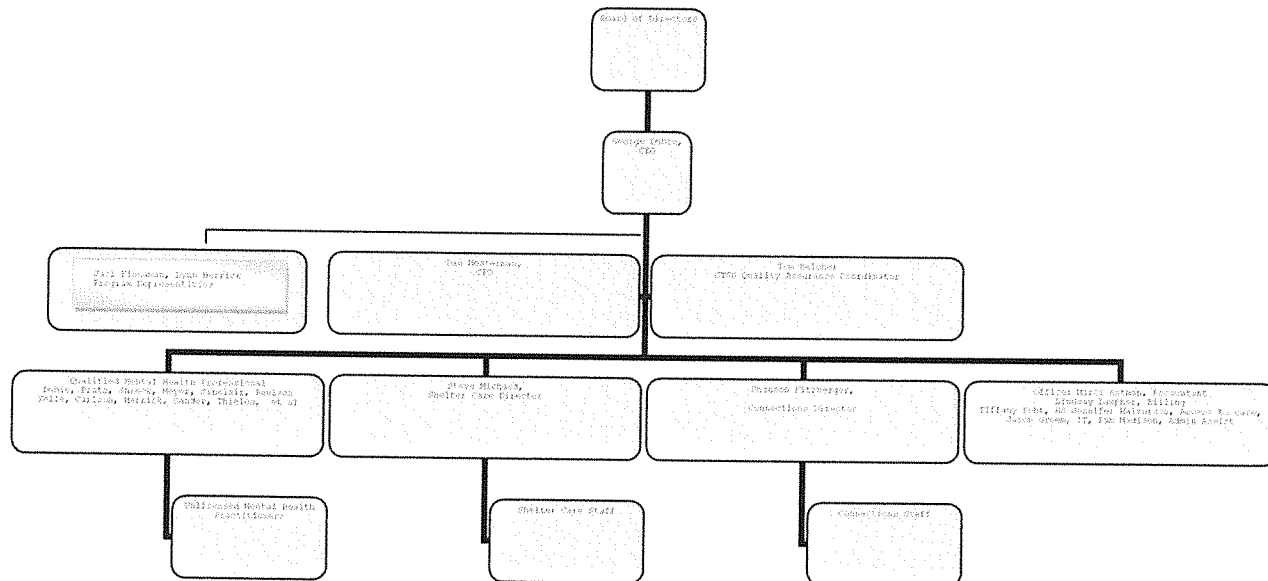
- \* report writing/required paper work, etc.
- \* consultation with community-wide agencies (probation, schools, social services, etc.)
- \* services to client/family provided by telephone
- \* client prep time, court testimony
- \* services provided when insurance reimbursement is terminated.

The supervision and administration of Greater Minnesota Family Services will be reimbursed through the county grant apportioned by each county requesting these kinds of services.

## EXHIBIT E

### GREATER MINNESOTA FAMILY SERVICES FLOW CHART

1/1  
1/1/13



Organizational Chart, Greater Minnesota Family Services, January 2013

The Qualified Mental Health Professionals provide diagnostic assessments, psychological testing (as appropriate), therapy, and clinical supervision for the unlicensed mental health practitioners.

## EXHIBIT F

### BOOKKEEPING AND ACCOUNTING SYSTEM

The Contractor's bookkeeping system shall be adequate to ensure adequate accountability under this agreement. One example of a system which provides the minimum amount of information is:

- A. Cash Disbursements Journal
- B. Cash Receipts Journal
- C. General Journal
- D. General Ledger
- E. Property Records
- F. Individual Earnings Records
- G. Separate Checking Account
- H. Adequate Supportive Documentation
- I. Agency Single Audit if required

# Todd County, MN Board Action Form



<b>Action Requested</b>	
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other
Board Action Tracking Number (Admin use):	

<b>Title (for publication with the Agenda):</b> Todd County Development Achievement Center Rate Variance Determination	
Date of Meeting: Nov 26, 2013	Total time requested: 5
Department Requesting Action: HHS	
Presenting Board Action/Discussion at Meeting: Michael Steinbeisser	
<b>Background</b> <input checked="" type="checkbox"/> Supporting Documentation enclosed	
<p>The Todd County DAC has proposed a Rate Variance Request and provided information and documentation at the Nov 19, 2013 Commissioners' Work Session. The Todd County Board has responsibility to determine the Rate Variance and approve the DAC's planning document for services. The MN DHS then completes a final review and determination. Director John Johnston has requested a Jan 1, 2014 effective date. The proposed rate increase impacts the Todd Co Social Services 2014 budget by an estimated \$26,321 increase in expenditures. The Social Services budget will need additional county levy to cover this expense, or plan for greater deficit spending from the fund balance. The Waiver program dollars are capped, and service amounts will be adjusted to fit the dollars available. The Transfer Station contract with the DAC for employment opportunities is a separate contract and this rate does not change that contract.</p>	
<b>Options</b> <input type="checkbox"/> Supporting Documentation enclosed	
1. Approve the Rate Variance as requested to increase the daily rate by \$12.57 2. Approve the Rate Variance at a different amount the Board of Commissioners determine.	
<b>Recommendation</b> <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
The Todd County DAC Rate Variance is set at \$_____ and the service plan approved with this funding increase.	
<b>Financial Implications: \$26,321 increase which continues annually; If waiver caps are met then service amounts need adjustments</b>	Comments
Funding Source: Fund 11 and Waiver Programs	
Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Action	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Blessing	<input type="checkbox"/> Blessing
Second:	<input type="checkbox"/> Kneisl	<input type="checkbox"/> Kneisl
<input type="checkbox"/> Passed	<input type="checkbox"/> Erickson	<input type="checkbox"/> Erickson
<input type="checkbox"/> Failed	<input type="checkbox"/> Kircher	<input type="checkbox"/> Kircher
<input type="checkbox"/> Tabled	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann

**Signatures**  
 STATE OF MINNESOTA }  
 COUNTY OF TODD }  
 I, Karen Busch, County Auditor-Treasurer, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Administration Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:

**DAY TRAINING AND HABILITATION (DT&H) FACILITY RATE VARIANCE  
AND NEEDS DETERMINATION REQUEST APPLICATION**

SEND COMPLETED FORM AND ATTACHMENTS TO: Attention: Dean Ritzman Minnesota Department of Human Services Disability Services Division PO Box 64967 St. Paul, MN 55164-0967	QUESTIONS? Rate variance: 651-431-2444 Needs determination: 651-431-2444 Licensing: 651-296-3971
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DATE: \_\_\_\_\_ MA#: A197240000

LICENSE #: \_\_\_\_\_

SITE NAME: Todd County DAC

STREET ADDRESS: 501 WEST 6TH STREET

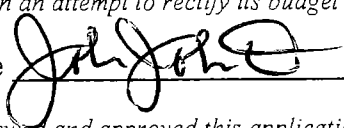
VENDOR CONTACT: Name: JOHN JOHNSTON Phone: 320-594-6423 x227

COUNTY CONTACT: Name: CHERYL SCHNEIDER Phone: \_\_\_\_\_

	full day	partial day	transportation
CURRENT RATES:	58.61	43.96	10.39
	full day	partial day	transportation
RECOMMENDED RATES:	70.18	52.64	11.39

RECOMMENDED EFFECTIVE DATE: 1-1-2014

*The vendor verifies that all information contained in this application and all attachments is true and correct, and that the vendor has reallocated resources in an attempt to rectify its budget before applying for a payment rate variance.*

Authorized Vendor Signature  Date \_\_\_\_\_

*The county verifies that it has reviewed and approved this application and all attachments, that the recommended change in payment rates is necessary for the vendor to continue delivery of authorized services, and that the county has established a plan to monitor the vendor's program and budget for changes affecting payment rates. If direct staffing costs are part of the justification for increased payment rates, the county attests that additional staffing needs cannot be met by obtaining a temporary special needs rate exception for the clients under Minnesota Statutes, section 256B.501, subdivision 8 (Rule 186) or special needs rate under the MR/RC waiver.*

Authorized County Signature \_\_\_\_\_ Date \_\_\_\_\_

Revised December, 2005  
Minnesota Department of Human Services



# TODD COUNTY DAC

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PO BOX 206

BROWERVILLE, MN 56438

320.594.6423

## VARIANCE REQUEST

November 2013

**This summary** is intended to give the various circumstances, which significantly impact the type and the amount of services delivered to the clients at the Todd County DAC. Some of it is based on existing services and needs identified in the various Individual Service Plans for the clients.

Historically, from 2005 through 2013 to our current per diem rate has only increased 2.6% with cuts and COLA's. Inflation had increased by 17.7%, leaving a difference of 15%. Our COLA increases historically come with a 75% price tag that goes to direct care staff wages and benefit increases, well deserved!! The DAC's current staff average is just a little over \$9.00 an hour.

*I have to note here that it is a slap in the DAC's face, so to speak, that a vendor we contract work with is paying \$10.00 an hour for job coaches and the DAC has to adjust staff PAY up for those hours worked as a job coach because their regular pay is less than \$ 9.00 an hour.*

Many of the necessary repairs; improvements; equipment; etc have just been bypassed. 25% dollars from the COLA's does not go far when the DAC has to take into account vendors; contractors for snow removal, general repairs, and vehicles maintained whose prices have risen beyond the inflation factor.

I have not even mentioned costs increases associated with insurance, utilities, general supplies and phone services. I will not run numbers there. It would just be a repeat of the increases we already have felt and experience in our program costs to keep the doors open; to keep providing the services we do in our program.

- **In 2011, just to keep the doors open and to adjust to the soaring costs in operating budget, the Todd County DAC dropped not only the benefit of group health insurance coverage for 26 staff, but also cut and changed PTO and holiday benefits to keep budget in line.**

## TODD COUNTY DAC

Variance request

Page two

*Currently, the Todd County DAC provides services for about 73 consumers, approximately 10 below our normal population number.*

In the last 20 years of providing that service to the consumers it does, the DAC has watched and experienced an alarming increase in consumer's disabilities and dependency required to meet the needs of those consumers in their ISP and RMP. In that same time frame, the DAC has watched and experienced its funding for those services become stagnant or cut, but yet the DAC is mandated via our funding stream by Federal and State dollars to provide the same services that have become so demanding.

The DAC, in its present day operations does experience a high increase in behavioral issues of hitting, biting, spitting, and running. Staff ratios of one to one is the standard now due to the behavioral issues; Rule 40; diapering; feeding; bathroom assist and or PAL lifts to transfer; and even just walking. This does not even account for the increase in wheelchair usage by our consumers.

The DAC has established some of the services needs in the overall daily operations that are addressed in the consumers ISP and RMP. The following bullets address the overall needs:

- ✓ Clients that require one to one assist from walking to hand over hand in their vocational setting.
- ✓ Clients who require not only the one to one assist, but also a minimum of 2 to 1 in their behavioral issues through therapeutic intervention and Rule 40 guidelines.
- ✓ Client deterioration which requires 2 staff to assist with personal hygiene needs and physical therapy at least twice a day.
- ✓ Client medical conditions that periodically require one to one staff time at least for 15 minutes to deliver the intervention needed, i.e. diaper changed.
- ✓ Clients who exhibit behaviors as a predator to other clients and the public which requires the monitoring each of their bathroom visits.
  
- ✓ Clients with mobility concerns throughout their program day.
- ✓ Clients who are blind who need assist throughout their program day.
- ✓ Clients who need bathroom assist. This requires one or more staff to be in the bathroom to monitor and assist. This includes PAL lift assist.
- ✓ Clients who require daily community integration opportunities which, most often, requires one to one.
- ✓ Clients who need assist to and from our vehicles upon arriving and departing the DAC.
  
- ✓ Clients that require special diet needs and prep, from making pureed foods to diabetic diet monitoring and assist in eating.
- ✓ Clients who need meds passed on a daily basis.
- ✓ Clients who exhibit challenging behavioral issues, not always requiring therapeutic intervention, but still need special attention to those needs exhibited.

## **TODD COUNTY DAC**

Variance request

Page three

The DAC provides transportation services for our consumer pick up and return to home. Currently we have 8 routes in that service. We have six buses, five of which offer wheelchair lifts and one without. The DAC provides transportation to the work sites we contract with. The DAC has 2 vans that are used for route also.

The DAC leases 7 of those vehicles. The lease period for those buses is for three years and then the buses are turned over for new buses. This keeps our vehicles up to a standard that provides a greater transportation safety for our consumers.

Our vehicles are inspected by DOT on an annual basis. NEW VEHICLES pass inspection much easier than vehicles with 200,000 miles and that need continued repair based on not only DOT regulations but also for an AGED vehicles with many miles.

The DAC direct care staff drive our vehicles, and are also required, to be registered in the DRUG AND ALCOHOL TESTING CONSORTIUM in our area.

This is part of the DOT regulations that are required for drivers of the vehicles we have in our transportation services. Our drivers are required to pass a driver's physical on a regular basis. They have to carry proof of such when driving our vehicles. We have to maintain separate files for each driver as part of the DOT regulations.

- ✓ The current monthly cost for the leases is \$ 6,265 a month. This is a cost that was ABSORBED by the Todd County DAC and a cost that was never adjusted into a rate variance.
- ✓ The cost associated with the drug testing, physicals, etc was also ABSORBED by the Todd County DAC and a cost that was never adjusted into a rate variance.

## **TODD COUNTY DAC**

Variance Request

Page four

### **CURRENT STATUS**

The Todd County DAC serves many clients with many special needs from behavioral issues, physical and interventional therapy, to activities of daily living and various sheltered vocational settings. The activities within our existing buildings include assembly work, group encounters, reality orientation, individual cognitive therapies and general daily living skills.

The primary needs TODAY cannot be met easily in our current facility. We just do not have the space to achieve and provide quality ideal services to some of the needs of our consumers.

- ✓ The DAC does not have the restroom facilities to serve our population of clients at the main DAC. 30 male clients compete for 2 stalls just to go to the bathroom. 20 female clients compete for 2 stalls to go to the bathroom also.
- ✓ You add bathroom monitoring, assisting with, to that mix, and you can image the difficulty it presents to our clients and staff.
- ✓ The main DAC consists of 6910 total square feet in two buildings. You take out offices, classrooms and storage space of bales products and it leaves even less space. We need a new facility.
- ✓ In 2012 the Todd County DAC had an independent Facility Study done. It was determined that the best outcome would be a new facility. Our existing facility needs too many updates and remodeling. The 2012 Facility Study is available for review.

### **TODD COUNTY DAC BUSINESS MODEL**

This is perhaps the most critical issue for the Todd County DAC. With the State reimbursements for services, most always, being cut and held stagnant over the past years the DAC can no longer sustain future cuts or even absorb costs in our operations that escalate continually.

*The earnings from our thrift stores were sufficient, at one point over the years, to absorb those costs and continue operations. Current data points to a shift here.*

*The Todd County DAC has drained cash reserves to less than a month operating and now has deployed a small line of credit to manage cash and expenses as a result of that revenue gap from our stores being at zero. The flexibility of cash flow just does not exist any longer.*

*There is not much visible in cost savings while meeting the regulatory requirements of Federal and State requirements, so new revenue is imperative. That's the bottom line.*

*The 2013 projected budget end will see a short fall of approximately \$108,000 at best.*

**TODD COUNTY DAC**

Rate Variance

Page five

While 2014 is still just a projection, it is cause for substantial concern with not only the board of directors and employees; it is also a substantial concern for the services we provide for the consumers getting services in our agency.

The future of 245D is going to have a huge impact on what and how we provide to the consumers we do serve. *We will need to make changes accordingly or close, it is that simple.*

Many lives are impacted by the work of the DAC. There are family, friends and others who see the impact of the work of the Todd County DAC.

The Todd County DAC prides itself in giving the very best service possible to our consumers. It is our hope that you will consider our variance request which will allow us to continue giving the service to our consumers that they have come to depend on.

**VARIANCE REQUEST**

Todd County DAC current rate is:	DAY:	\$ 58.61
	TRANSPORTATION:	<u>\$ 10.39</u>
	TOTAL:	\$ 69.00

RATE REQUESTED:	DAY:	\$ 70.18
	TRANSPORTATION:	<u>\$ 11.39</u>
	TOTAL:	\$ 81.57

**TODD COUNTY NEW INVESTMENT:**

10 Clients on the CSSA billing:	Approximately 2094 planned billable units (annual)
	Additional Investment: \$ 26,322.00

**2013 ACTUAL: 1540 units will be billed.**  
**2014 Actual Investment if it ran the same.**  
**\$ 19,358.00**

Estimated Wavier Costs:

Again, planned and actual usually are quite different. Not knowing Todd County's percentage of share with waiver costs it is hard to determine actual new money costs to the County with Waivers.

TODD COUNTY DAC  
 BUDGET REVIEW  
 JAN2013 THRU JUL2013

BUDGET 2014      BUDGET 2013

REVENUE:	2013		Sep-13	
	BUD approve	Actual	Increase / A	Decrease / A
MA waiver	965,977.00	663,906.00		80,769.00
CSSA Todd County	122,206.00	78,628.00		17,369.00
Program fees	13,306.00	7,617.00		3,550.00
Contract Services	52,500.00	31,538.00		10,449.00
Sales	376,691.00	229,878.00		70,187.00
Dollar Store Sales	112,500.00	64,831.00		26,059.00
	<u>\$ 1,643,180.00</u>	<u>\$ 1,076,398.00</u>		\$ 208,383.00

**EST GROSS REV:**

**EXPENSES:**

*Payroll:*

Admin Staff	130,446.00	95,122.00		
DS Admin	140,182.00	110,000.00		
DS Staff	481,475.00	341,018.00		
Drivers	33,054.00	16,579.00		
Non Direct Staff	43,908.00	30,561.00		
Health / ObamaCare			12,000.00	
PTO (Paid Time Off)			47,650.00	
Consumer Payroll	155,670.00	104,630.00		
Payroll Taxes	63,229.00	45,386.00		
Consumer PR Taxes	12,552.00	8,004.00		
			\$ 59,650.00	\$ -
	<u>\$ 1,060,516.00</u>	<u>\$ 751,300.00</u>		

**EST GROSS PAYROLL:**

*Expenses:*

UC Taxes	14,500.00	12,349.00	2,321.00	
Work Comp	26,500.00	15,228.00		
Staff travel	7,000.00	3,513.00		
Conference / training	7,500.00	11,674.00	8,750.00	
Recruitment costs	15,000.00	4,733.00		7,500.00
Board Per Diem	4,068.00	2,300.00		
Contract Services	2,500.00	1,800.00		
RN/ Speech / PT	1,750.00	-	3,150.00	
Program supplies	10,739.00	7,390.00		
Program activities	2,500.00	1,481.00		
Subscriptions	500.00	230.00		
Food Costs	2,500.00	1,689.00		
Awards	500.00	300.00		
Vehicle Lease	75,500.00	55,040.00	75,500.00	

Trans Cost / fuel	61,334.00	42,184.00		
Trans Cost / maint	29,500.00	20,087.00		
Vehicle Insurance	9,120.00	6,660.00		
Office supplies	8,200.00	4,172.00		
Professional fees	25,500.00	15,705.00		
Advertising	6,500.00	5,369.00		
Telephone	11,500.00	9,276.00	1,826.00	
Postage	2,626.00	1,460.00		
Dues	7,500.00	4,610.00		
Banking fees	8,500.00	5,071.00		
Utilities	28,750.00	23,759.00	3,530.00	
Maint / Repair	32,500.00	22,935.00		
Real Est Tax	6,795.00	3,069.00		
Property Insurance	19,500.00	15,534.00	2,500.00	
Liability Insurance	2,500.00	1,026.00	750.00	
Depreciation	41,500.00	27,306.00		
Amortization	1,632.00	1,224.00	50,000.00	
Interest expense	11,650.00	4,518.00	17,604.00	
Sub-contract expense	15,500.00	7,829.00		
Supplies	-	2,542.00		
Cost of Goods sold	67,000.00	50,270.00		
Garbage pickup	22,500.00	17,925.00		

	\$ 591,164.00	\$ 410,258.00	\$ 165,931.00	\$ 7,500.00
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**EST EXPENSES:**

**\$ 715,942.00**

*Other Income*

Contributions	6500	7,824.00		
Interest Income	500	256.00		
Other income	1500	-		
Concessions income	5000	1,990.00		
Concessions expense	-5000	(1,448.00)		

	\$ 8,500.00	7,277.00
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**RATE INCREASE:**

\$ 218081.00 divided bt 17348 =  
Rate Increase \$ 12.57

**BUDGET 2014**

PAYROLL:	\$ 59,650.00
EXPENSES:	\$ 165,931.00
	\$ 225,581.00
	\$ (7,500.00)
TOTAL EXPENSE:	\$ 218,081.00

Other DAC Rates:

EEl-Little Falls- Full Day: \$65.36 Part Day: \$49.02 Transportation: \$10.37

Wacosa-Sauk Centre-Full Day: \$59.81 Part Day: \$44.86 Transportation: \$3.91

Options-Big Lake- Full Day: \$64.51 Part Day: \$48.39 Transportation: \$12.85

~~Wacosa-St. Cloud-Full Day: \$78.64 Part Day: \$58.98 Transportation: \$4.20~~

East Suburban Resources-Oakdale- Full Day: \$58.89 Part Day: \$44.17 Transportation: \$17.03 (taxi)

CCP-Minneapolis-Full Day: \$77.92 Part Day: \$58.43 Transportation: \$15.57

Alexandria DAC-Full Day: \$44.03 Part Day: \$33.02 Transportation: \$7.92

Milaca DAC-Full Day: \$63.14 Part Day: \$47.36 Transportation: \$14.09

AOC-Alexandria-Full Day: \$57.26 Part Day: \$42.95 Transportation: \$8.40



Todd County DAC rate increase request  
 Cost analysis of proposal and other options  
 11/21/2013

			Proposed		75% Max	Additional	Additional	
	Max units	75% max units	Increase/Unit	Max Proposed	Proposed	Cost to County	Cost to County	
						Max	- 75%	
Non-waiver clients	10	2094	12.57	26,321.58	19,747.47	26,321.58	19,747.47	County Dollars 100%
DD waiver	40	8376	12.57	105,286.32	78,964.74	-	-	Waiver 100%
CCB waiver	15	3141	12.57	39,482.37	29,614.92	-	-	Waiver 100%
	65			171,090.27	128,327.13	26,321.58	19,747.47	

			Proposed		75% Max	Cost to County	Cost to County	
	Max units	75% max units	Increase/Unit	Max Proposed	Proposed	Max	- 75%	
Non-waiver clients	10	2094	1.00	2,094.00	1,571.00	2,094.00	1,571.00	County Dollars 100%
DD waiver	40	8376	1.00	8,376.00	6,282.00	-	-	Waiver 100%
CCB waiver	15	3141	1.00	3,141.00	2,356.00	-	-	Waiver 100%
	65					2,094.00	1,571.00	

			Proposed		75% Max	Cost to County	Cost to County	
	Max units	75% max units	Increase/Unit	Max Proposed	Proposed	Max	- 75%	
Non-waiver clients	10	2094	5.00	10,470.00	7,855.00	10,470.00	7,855.00	County Dollars 100%
DD waiver	40	8376	5.00	41,880.00	31,410.00	-	-	Waiver 100%
CCB waiver	15	3141	5.00	15,705.00	11,780.00	-	-	Waiver 100%
	65					10,470.00	7,855.00	

**DAY TRAINING AND HABILITATION (DT&H)**  
**APPLICATION FOR NEED DETERMINATION OF SERVICES**  
**MINNESOTA DEPARTMENT OF HUMAN SERVICES**

**INSTRUCTIONS:**

County social service agencies must use this form to submit applications for need determination to develop a new service or change an existing service for persons with mental retardation or related conditions as required by Minnesota Statutes, Section 252.28 and Minnesota Rules, part 9525.0036.

A Need Determination is NOT NEEDED IF: an existing program is changing its name or ownership (send notification of the new name/owner to the Need Determination manager), or if the county is seeking a rate adjustment due to licensing citations a program cannot correct within their current rate (Minnesota Statutes, Section 252.46).

Counties should forward complete applications to:

DT&H Program Manager  
Minnesota Department of Human Services  
Disability Services Division  
PO Box 64967  
St. Paul, MN 55164-0967  
(651) 431-2444 Fax: (651) 431-7411

Date: \_\_\_\_\_  
County: Toock Contact: CHERYL SCHWABER Phone: ( ) \_\_\_\_\_  
Name of Program: Toock County DTH  
Contact: JOHN JOHNSTON Phone: ( ) 320-574-6423 x227  
Address: 501 WEST 6TH STREET  
City: BROWERVILLE, MN Zip: 56438  
MA provider Number: A197260000 Licensing Number: 101700  
Corporate (parent) name: \_\_\_\_\_

Based upon service needs identified in Individual Service Plans (MN Rules, parts 9525.0024), this request is being submitted for purposes identified below (check all that apply):

- Developing a new program
  - \* provide a summary of need based on ISPs and supports requested by individuals
  - \* provide a summary of services proposed to support persons
- Increasing the on site licensed capacity
  - \* provide a summary of need, the # of persons from other counties expected to be served and the type of program individuals currently attend (if known)
  - \* provide information on outstanding fines, negative actions, or rate appeals
- Developing a satellite location
  - \* provide a summary of need, the # of persons that will be served
- Decreasing the licensed capacity
- Changing the license for ages of persons served
- Changing locations - provide new addresses
  - Increase the number of service days providing DTH programs and services
    - \*(not to exceed 23 days per month)
  - Decrease the number of service days providing DTH programs and services
    - \*(not to be less than 195 days per year)
- Closure
  - \* provide closing date, and describe alternative services for persons when the site is closed

Rate Variance (indicate category)

- 1.  Serve less than 70 persons *and* have rates = to or < 80% of statewide average and with persons meeting the behavioral or medical criteria under Minnesota Statutes, section 252.46, subdivision 6, clause (3). (Attach supporting documentation)
- 2.  Significant program change is necessary to support new or existing persons who meet one or more of the criteria in Minnesota Statutes, section 252.46, subdivision 6. (Attach supporting documentation)
- 3.  Significant, permanent decrease in licensed capacity **83773 clients**
- 4.  An unusual circumstance which significantly impacts the type or amount of services delivered. (Attach supporting documentation) **245D**

The development of new services or modification of existing services must be based on service needs identified in the Individual Service Plan (ISP). Does each person who is receiving services from this program, or who will receive services have a current ISP that meets the requirements of MN Rules, part 9525.0024?  No  Yes

In column A, list the current license conditions, and in column B, list the proposed changes. If no change is being requested in column B, write N/A.

	Column A (currently)	Column B (proposed)
No more than this number of persons can be served on site at any one time	<u>55/10/10/10/18</u>	<u>55/10/10/10/18</u>
Age of persons served (as stated on License)	<u>18+ years</u>	<u>18+ years</u>

COUNTY BOARD COMMENTS:

245D LICENSE REQUIREMENTS - FACILITY REQUIREMENTS FOR LICENSE  
THE DAC HAS HAD A SIGNIFICANT DECREASE OF 5-10 CLIENTS IN LAST 2 YEARS

COUNTY BOARD APPROVAL

The county's assessment supports the need for the program or service as described in this application and the county recommends approval of this application.

\_\_\_\_\_  
Signature of County Board Chairperson or Designated representative

\_\_\_\_\_  
Date of county board action

# Todd County, MN Board Action Form



<b>Action Requested</b>	
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other
Board Action Tracking Number (Admin use):	

<b>Title (for publication with the Agenda):</b> Approve Contract with MN Rural CEP, Inc	
Date of Meeting: Nov 26, 2013	Total time requested: 5
Department Requesting Action: HHS	
Presenting Board Action/Discussion at Meeting: Lisa Chapin	
<b>Background</b> <input checked="" type="checkbox"/> Supporting Documentation enclosed	
MN Rural CEP, Inc provides employment training and job placement opportunities for persons enrolled in financial support service programs.	
<b>Options</b> <input type="checkbox"/> Supporting Documentation enclosed	
<b>Recommendation</b> <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
The Contract with MN Rural CEP, Inc effective date Jan 1, 2014- Dec 31, 2014	
<b>Financial Implications: \$</b>	Comments
Funding Source: Costs are paid through a MN DHS grant to Todd County	
Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No	

Action	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Blessing	<input type="checkbox"/> Blessing
Second:	<input type="checkbox"/> Kneisl	<input type="checkbox"/> Kneisl
<input type="checkbox"/> Passed	<input type="checkbox"/> Erickson	<input type="checkbox"/> Erickson
<input type="checkbox"/> Failed	<input type="checkbox"/> Kircher	<input type="checkbox"/> Kircher
<input type="checkbox"/> Tabled	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann

<b>Signatures</b>	
STATE OF MINNESOTA } COUNTY OF TODD }	
I, Karen Busch, County Auditor-Treasurer, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Administration Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:	
Seal	

## CONTRACT FOR PURCHASE OF SERVICES

This agreement is made and entered between Todd County, hereinafter referred to as the "COUNTY," and Rural Minnesota CEP, Inc., hereinafter referred to as the "PROVIDER."

### WITNESSED:

WHEREAS, funds have been made available to the COUNTY through the Minnesota Department of Human Services for the purpose of providing services authorized under the Minnesota Family Investment Program (MFIP) including the Diversionary Work Program (DWP) Minnesota Law Chapter 256J.

WHEREAS, the PROVIDER represents itself to the COUNTY as qualified to perform the services herein agreed to, and

WHEREAS, the COUNTY is desirous of entering into an agreement with the PROVIDER for the provision of said services;

NOW, THEREFORE, in consideration of the premises, and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

1. **PROGRAM:** The foregoing recitals are made part of this grant agreement by reference. The PROVIDER shall implement the Statement of Work for all programs that are incorporated herein by reference as a part of this grant agreement.
2. **DUTIES AND PAYMENT:** The PROVIDER is hereby authorized to expend funds for the MFIP program in accordance with the following:
  - a. **Available Funds:** The total estimated amount allocated for this grant agreement shall not exceed the amount indicated in Exhibit A - Budget attached hereto. It is understood and agreed that in the event funding to the COUNTY is not continued at a level sufficient to allow for the indicated level of funding to the PROVIDER, the obligations of each party hereunder shall thereupon be canceled, provided that any cancellation of this grant agreement shall be without prejudice to any obligations or liabilities of the parties already accrued prior to such cancellation.
  - b. The PROVIDER shall charge the COUNTY the actual cost of service delivery for the applicable program as described in the budget for same.
  - c. **Administrative Costs for MFIP** shall be limited to 10% of funds allocated to the PROVIDER.
  - d. **Payment:** The COUNTY shall make reimbursement to the PROVIDER for program

expenditures upon receipt of a monthly itemized invoice specifying the costs incurred by the PROVIDER during the previous month. Such monthly invoices shall be due and payable at intervals specified on the invoice, except that the COUNTY shall not reimburse any costs incurred which are not in accordance with applicable federal, state and COUNTY regulations and policies and budgets developed heretofore.

3. **CONTRACT DURATION:** The effective dates of this contract are January 1, 2014 to December 31, 2014, with an option for one extension from January 1, 2015 to December 31, 2015, by updating the Budget and Measureable Goals, unless otherwise terminated as indicated below. Services performed and incurred during this contract duration will be applied to this grant agreement in accordance with applicable Office of Management and Budget (OMB) Circulars, federal and state laws and policies, and generally accepted accounting principles.
4. **TERMINATION:** If, at any time, funds in support of this grant agreement become unavailable, this grant agreement may be terminated immediately upon written notice of such fact by the COUNTY to the PROVIDER. In the event of such termination, the PROVIDER shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
  - a. **Termination for Convenience:** Either party to this grant agreement may request a termination for convenience. The party will give a 30-calendar day advance notice, in writing, of the effective date of the termination. The PROVIDER shall be entitled to receive just and equitable compensation for any services satisfactorily performed hereunder through the date of the termination.
  - b. **Termination for Cause:** The COUNTY may terminate the grant agreement when it is determined the PROVIDER has failed to provide any of the services specified or has failed to comply with any of the provisions contained in this grant agreement. If the PROVIDER fails to perform in whole or in part under this grant agreement, or fails to make sufficient progress so as to endanger performance, the COUNTY will notify the PROVIDER of such unsatisfactory performance in writing. The PROVIDER will have ten (10) working days in which to respond with a plan to correct the deficiencies that is agreeable to the COUNTY. If the PROVIDER does not respond to the COUNTY with an appropriate corrective action plan, the COUNTY will notify the PROVIDER of immediate termination of the grant agreement. In the event of such termination, the COUNTY shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of the grant agreement.
5. **DISPUTES:**
  - a. The PROVIDER and COUNTY agree to attempt to resolve disputes arising from the grant agreement by administrative process and negotiation in lieu of litigation.

Continued performance during disputes is assured.

- b. Any dispute concerning a question of fact arising under this grant agreement which is not settled by informal means shall be decided by the COUNTY'S authorized representative, who shall furnish the PROVIDER with a written decision.
  - c. The PROVIDER will be allowed the opportunity to offer evidence and be heard in appeal of the COUNTY'S decision. Pending final decision, the PROVIDER shall proceed in performance of this grant agreement in accordance with the COUNTY'S initial decision.
  - d. This DISPUTES clause does not preclude consideration of law questions in connection with decisions provided above, provided that nothing in this grant agreement shall be construed as making final the decision of any administrative official, representative, or board on a question of law.
6. GRIEVANCE PROCEDURE: The PROVIDER will follow the grievance procedure established by the PROVIDER and the COUNTY to resolve issues between the PROVIDER and program participants.
7. REPORTS: The PROVIDER further agrees to submit in a timely fashion all program reports and corrective actions as may be required by program regulations, COUNTY policies or as a result of monitoring activities.
8. LIABILITY:
- a. Bonding: The PROVIDER shall obtain and maintain, at all times during the term of this grant agreement, a fidelity bond in an amount not less than \$100,000, covering the activities of all persons authorized to receive or distribute monies. Written verification of such bond shall be furnished to the COUNTY upon request.
  - b. Indemnity: The PROVIDER agrees to indemnify and hold the COUNTY, its officers and employees harmless from any liability, claims, damages, costs, judgments or expenses, resulting directly or indirectly from an act or omission of the PROVIDER, its agents, or employees in the performance of the services provided by this grant agreement and against all loss by reason of the failure of the PROVIDER to perform, in any respect, all obligations under this grant agreement. Similarly, the COUNTY agrees to hold the PROVIDER harmless from the same judgments and expenses which are resulting from its agents or employees.
  - c. Insurance: The PROVIDER further agrees that it will at all times during the term of this grant agreement have and keep in force:
    - 1. A single limit or combined limit or excess umbrella general liability insurance

policy of an amount not less than \$500,000 for total bodily injuries, death, personal injuries or property damage arising from one occurrence with an annual aggregate limit of not less than \$1,500,000.

2. Any policy obtained and maintained under this clause shall provide that it shall not be canceled, materially changed, or not renewed without thirty (30) days prior notice thereof to the COUNTY.
  - d. The PROVIDER will furnish the COUNTY upon request certificates of bonding and insurance prior to the effective date of this grant agreement.
  - e. The COUNTY may withhold payment for failure of the PROVIDER to furnish certificates of bonding and insurance as required above.
  - f. In the event that claims or lawsuits shall arise jointly against the PROVIDER and the COUNTY, and the COUNTY elects to present its own defense using its own counsel, in addition to or as opposed to legal representation available by the insurance carrier providing general liability coverage in c.1. above, then such legal expense shall be borne by the COUNTY.
9. INDEPENDENT CONTRACTOR: It is agreed by both parties that at all times and for all purposes within the scope of this grant agreement the relationship of the PROVIDER to the COUNTY is that of an independent contractor.
10. SPECIAL ADMINISTRATIVE PROVISIONS: The PROVIDER agrees to administer the program in accordance with authorizing legislation, as amended, and the regulations and guidelines promulgated thereunder. The PROVIDER also agrees to comply with other applicable federal and state laws. In the event that these laws, regulations or policies are amended at any time during the term of this grant agreement, the PROVIDER shall comply with such amended laws, regulations or guidelines.
- a. Records/Audits: The PROVIDER will maintain records, books, documents, and other evidence which sufficiently and properly reflect all costs and activities of any nature supported by funds under this grant agreement. The PROVIDER agrees to use such fiscal, audit, and accounting procedures as may be necessary to assure and promote sound financial management, including effective internal controls. The authorized representatives of the COUNTY, state, or federal agencies shall have access to and the right to examine for audit purposes or otherwise, any books, documents, papers or records of the PROVIDER which are pertinent and involve transactions relating to this agreement during regular business hours. PROVIDER agrees to fully cooperate in any such examination and/or audit.

All records pertaining to this agreement shall be retained by the PROVIDER for a period of at least six (6) years (Minn. Stat. Sec. 16C05, subd. 5) after the COUNTY



makes the final payment, or after resolution of any audit findings (OMB Administrative requirements), whichever period is longer for audit purposes. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 6-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 6-year period, whichever is later.

The PROVIDER agrees to have an annual audit in accordance with OMB Circular A-133 "Audits of Institutions of Higher Education and Other Non-Profit Organizations" as the circular applies to the PROVIDER.

The COUNTY will submit to the PROVIDER, prior to the audit activity and upon request, a report that specifies the amount of federal and state funds that comprise the total payments made to the PROVIDER.

A copy of the audit shall be provided to the COUNTY upon request, but in no event later than 12 months after the end of the PROVIDER'S fiscal year.

- b. Program Standards: The PROVIDER agrees to comply with OMB Circulars Numbers A-21, A-87, A-110, A-122, the OMB "Common Rule" (as codified at 29 CFR97), and ASMB C-10 (Implementation Guide for OMB Circular A-87) as these circulars are applicable and as they relate to its particular agency in the utilization of funds, the operation of programs and the maintenance of records, books, accounts and other documents under the authorizing legislation, as amended. Under Cost Principles Circulars (A-21, A-87, or A-122), common or joint costs charged to grants must be based upon written cost allocation plans.

The PROVIDER also agrees to comply with the sections of the Code of Federal Regulations relevant to the program(s) covered under this grant agreement, as well as all State Instructional Bulletins and policies, as amended. The COUNTY agrees to give the PROVIDER copies of the applicable circulars, laws and regulations under which these funds are granted, as requested by the PROVIDER.

- c. Non-Discrimination Statement: The PROVIDER will comply with:
  - i. The Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972.
  - ii. The Rehabilitation Act of 1973, as amended.
  - iii. Title IX of the Education Amendments of 1972, as amended.
  - iv. The Age Discrimination Act of 1975, as amended.

- v. The Americans with Disabilities Act of 1990 (P.L. 101-336), as amended.
  - vi. The Minnesota Human Rights Act (Minnesota Statute 363).
- d. Affirmative Action: The PROVIDER certifies that it has received a Certificate of Compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363A.36.
  - e. The PROVIDER agrees to comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (Public Law 91-646).
  - f. The PROVIDER agrees that program participants shall not be employed in the construction, operation or maintenance of that part of any facility that is used for religious instructions or worship. PROVIDER further agrees that no funds shall be expended for sectarian worship, instruction or proselytization.
  - g. The PROVIDER further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13) with respect to “data on individuals”.
11. VOTER REGISTRATION: The PROVIDER shall provide nonpartisan voter registration services and assistance as required by Minnesota Statutes, Section 201.162.
  12. ASSIGNMENT: The PROVIDER may contract for services intended to fulfill the obligations of this contract with the prior approval of the COUNTY, without diminishing its obligations under this agreement.
  13. PRE-GRANT COSTS: Costs incurred from 30 days prior to the effective date of this grant agreement, which were in anticipation of this award and specifically authorized and approved in writing by the COUNTY, are allowable costs to the extent that they would have been allowable had they been incurred after the effective date of this grant agreement.
  14. MODIFICATIONS: Any modifications to this grant agreement shall be in writing and shall be executed by the same parties who executed the original grant agreement, or their successors in office.
  15. LOBBYING CERTIFICATION AND DISCLOSURE: The PROVIDER shall comply with Interim Final Rule, New Restrictions on Lobbying, found in Federal Register Vol. 55, No. 38, February 26, 1990, and any permanent Rules that are adopted in place of the Interim Rule.
  16. MAINTENANCE OF EFFORT: The PROVIDER agrees that the level of services,

activities and expenditures it has devoted to similar services prior to the initiation of this grant agreement will be continued and not reduced in any way as a result of this grant agreement except for reductions unrelated to the provisions or purpose herein stated.

17. **CONFLICT OF INTEREST:** The PROVIDER assures that no person under its employ, who presently exercises any administrative responsibilities under this program, has any personal, financial interest, direct or indirect, in this grant agreement. Further, no person having such a conflicting interest shall be employed under this grant agreement. Any such conflict of interest must be disclosed in writing to the COUNTY.
  
18. **PROVIDER DEBARMENT, SUSPENSION AND RESPONSIBILITY CERTIFICATION:** The PROVIDER certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency. PROVIDER agrees to notify the COUNTY immediately, should suspension or debarment become an issue for the PROVIDER.

In WITNESS WHEREOF, the COUNTY and PROVIDER hereby execute this agreement.

BY \_\_\_\_\_  
Chairperson, County Human Services

DATED \_\_\_\_\_, 2013

and/or, as preferred by COUNTY

BY \_\_\_\_\_  
Director, County Social Service Agency

DATED \_\_\_\_\_, 2013

BY \_\_\_\_\_  
Director, Rural Minnesota CEP, Inc.

DATED \_\_\_\_\_, 2013

## STATEMENT OF WORK

### MINNESOTA FAMILY INVESTMENT PROGRAM DIVERSIONARY WORK PROGRAM FAMILY STABILIZATION SERVICES\*\* FOR PROGRAMS OPERATED BY RURAL MINNESOTA CEP, INC.

#### I. Minnesota Family Investment Program

**Purpose:** The Minnesota Family Investment Program (MFIP) is intended to divert applicants from public assistance when possible, and to encourage rapid movement into employment when public assistance is needed. The program is designed to help caretakers achieve economic stability through rapid attachment to the workforce.

**Requirements:** All MFIP provider systems must include the following services: overview, assessment, screening, employment plan development, job search, and work activities. Participants have four weeks to find jobs, and are then expected to work for pay or provide a useful public service. Short-term education and training are available, if necessary to meet an employment goal. In order to maintain benefits welfare recipients must meet participation requirements as defined in the employment plan.

1. Participation Rate – A county that achieves a 50% Work Participation Rate or a five percentage point increase over the previous year as averaged across the four quarterly measurements will receive an additional allocation equal to 2.5% of its initial allocation.
2. Three-Year MFIP Self-Support Index – A county that achieves a percent of MFIP cases off cash assistance or working 30 or more hours per week three years after the baseline quarter within or above the county’s range of expected performance will receive an additional allocation equal to 2.5% of its initial allocation.

**Program Design:** PROVIDER services have been designed to meet the MFIP performance goals, and include activities required by state law and regulations. The PROVIDER will operate MFIP following the philosophy of a work program. Plans for caretakers will be developed to support the most direct routes to jobs. The expectation will be for full time work unless personal or family circumstances require fewer hours. The goals are to have all caretakers working by their eighth week of participation, to assist caretakers “stop the clock” on their time limited assistance, and to exit caretakers off MFIP due to increased income.

The program takes into account the fact that the COUNTY will be the initial point of contact for MFIP participants.

The COUNTY role will include:

- X Taking applications for public assistance.
- X Determining eligibility for public assistance.
- X Screening applicants for possible referral for assistance outside the welfare system.
- X Providing or participating in an orientation to MFIP.
- X Referring applicants eligible for MFIP services to PROVIDER.
- X Notifying the recipient to participate in MFIP.
- X Informing PROVIDER of those who have been notified to participate.
- X Sanctioning nonparticipants.
- X Granting extensions as appropriate when hardship, employed, and hard-to-serve criteria apply.

At the option of the COUNTY, COUNTY staff may also:

- X Conduct a pre-assessment of needs and personal issues, particularly regarding childcare and transportation that could interfere with job seeking or employment.
- X Participate in the PROVIDER overview of MFIP services.

The PROVIDER will perform the services listed above at the request of the COUNTY.

PROVIDER will deliver the following services:

X **Overview** stresses the advantages and importance of obtaining work, as well as describing program requirements, available services, incentives, participants' rights and responsibilities, and the consequences for failure to comply with program requirements. Overview will be offered frequently so clients can be scheduled within ten days.

X **Assessment** begins at overview and continues throughout the individuals' participation. The component focuses on the participant's ability to obtain and retain employment. The emphasis is on identifying strengths and strategies to address issues that could interfere with work. Assessment seeks information on education level, prior employment and work experience, transferable work skills, family circumstances, interests and abilities, need for referral to other agencies, supportive service needs, financial situation, health, child care needs, transportation availability, involvement with other agencies, and the need for refresher courses for certification or licensure.

X The **Employment Plan** is based on the assessment and outlines the most direct path to unsubsidized employment that can lead to income stability. It includes an employment goal, mandatory activities, timetable, reporting requirements,

supportive services needs, an obligation to accept suitable employment, participation requirements, specific activities, the steps to obtain employment, and the consequences for not following the plan. The plan will clearly indicate that all activities are mandatory unless otherwise specified. Hours of participation will meet the weekly work requirements. The participant and job counselor will review the plan and progress towards employment during job search. Employment plans will be reviewed at least every three months and updated if revisions are needed.

The Employment Plan may include any of the following **Work Activities**:

X In the **Job Search System** participants learn and practice how to identify employment opportunities; access the hidden job market for openings; prepare an effective resume; perform well at interviews; and how to find, keep, and leave employment. Staff monitor participants' efforts to find work and provide guidance. Instruction may also be provided in job retention skills such as teamwork, employer expectations, balancing work and family, problem solving, communicating, time management, and how to get promoted.

If job search does not result in employment after four weeks, trained staff will administer learning disability screening tools. Staff will then meet with participants to evaluate and revise the Employment Plan. Caretakers have four weeks to find jobs of their choosing or participate in another countable activity.

X **Unsubsidized Employment includes** all work where wages are paid except OJT. Participants are encouraged to work with a job counselor to ensure that they retain their job and progress to employment that enables them to leave assistance.

X **Subsidized Employment** includes On-the-Job Training (OJT). In OJT participants receive instruction in specific work skills from employers who will be reimbursed for their training costs. OJT may also be used to upgrade the job skills of currently employed MFIP participants when it will result in increased wages.

Paid Work Training may benefit MFIP participants who have little or no work experience, history of failure to retain employment, demonstrated lack of job retention skills, physical or mental health impairments, or who were unable to secure work through job search and need a confidence builder. This can be in the Public or Private Sectors, including for-profit businesses. Wages are paid through MFIP.

X **Unpaid Work** includes community service, volunteer work, the Community Work Experience Program (CWEP), providing childcare for community service participants, unpaid apprenticeships or internships, and supported work when a wage subsidy is not provided. These activities are approved only when the

participant has not been able to meet the work requirements through paid employment.

X **Job Readiness Education** is available for participants who need to improve reading, communications, math, and English speaking skills in order to obtain employment. Individuals will be enrolled in Adult Basic Education and English as a Second Language. Dropouts may be enrolled in the High School or GED activities while completing their secondary education in a local community education program, alternative education center, alternative program, or regular high school program.

X **Occupational Skills Training** is available to allow participants to access courses that are designed to teach skills that will increase employability across a range of employment options. Instruction in job specific skills will also be available to those participants for whom the most direct route to employment is through short, job specific training programs.

X PROVIDER staff will coordinate the provision of **Pre-Employment Services** including chemical and mental health assessments, treatment, and services; learning disabilities services; or other programs designed to enhance employability. Employment Plans are developed for participants with a **Family Violence Waiver** that include safety employment and social services related activities.

PROVIDER will also:

- X Administer **Supportive Services** for expenses associated with work or MFIP participation such as transportation, training or education fees, essential clothes or equipment.
- X Recommend individuals for **Sanction** when they do not participate and encourage individuals to cure sanctions.
- X Review school completion options with 18 and 19 year old caretakers and assist them to select the most appropriate option. Education plans for these participants will include: the education option; participation and school attendance requirements; services; child care and support services; consequences for not participating; and the right to appeal. If an education option is not chosen, PROVIDER will develop an Employment Plan with the caretaker that identifies the most direct path to unsubsidized employment.
- X Participate in the **Administrative Review** during the transition period to determine if the Employment Plan is still appropriate, or if the participant is exempt from the employment services component. This review must occur within 180 days, but not less

than 60 days, before the participant reaches 60 months on assistance. (PROVIDER/COUNTY) staff will make arrangements for the review. PROVIDER staff will provide knowledge about the family's participation with employment services.

- X Attempt a **Face-to-Face Meeting** with participants within 180 days, but not less than 60 days, before the end of the 60th month on assistance. The purpose is to review the family's current situation, review the sixty-month time clock record, explain accrued months and eligibility requirements for an extension, and provide information about other resources. PROVIDER will also review each case before it is closed to determine if the criteria for a hardship extension, if requested, were properly applied.

## **II. Diversionary Work Program (DWP).**

**Purpose:** The Diversionary Work Program is a short-term, work-focused program which includes intensive, up front services to help families move immediately to work rather than go on MFIP.

Before benefits can be issued to a family, the caregivers must develop an Employment Plan in conjunction with a job counselor. When developing Employment Plans PROVIDER will review and consider needs, and work with families to address issues. Intensive job search, however, will be the primary focus of all plans. A highly structured job search is required. Structured job search is a curriculum of organized, intensive, and supervised activities that help identify work skills, develop soft skills, build confidence, coach, and provide peer support. The activity will include skill building workshops, required onsite activities, group meetings, and evaluation and feedback by staff. PROVIDER will work closely with the COUNTY to meet the application and approval processing schedule. Participants unlikely to benefit from DWP will be converted or referred to MFIP.

Provision of services will be determined by PROVIDER based on assessment of need, willingness to participate, and availability of resources to fund identified needs. Participation in activities will be governed by PROVIDER policies and procedures.

## **III. *\*\*Family Stabilization Services (FSS) Applies only if Budget Attachment A indicates purchase of this service.***

**Purpose:** The 2007 State Legislature authorized the Family Stabilization Services (FSS) to serve families who are not making significant progress within MFIP due to a variety of barriers to employment. RMCEP will utilize FSS to prepare individuals to meet the federal work participation rate and achieve self-sufficiency.

RMCEP will utilize a case management model that focuses on employment and each



individual's right to work. General employment policy should ensure that employment programs presume that all people are a part of the American workforce. RMCEP's role is to support people who meet the FSS criteria in maximizing their employment. We look beyond the disability or circumstances and look at the individual's ability and capability – the things that make each of us unique and worthwhile.

RMCEP will customize services for individuals meeting the categories of FSS. The case manager will develop a plan for each family that includes long-term self-sufficiency as a goal. The family stabilization plan will identify the participant's most appropriate path to unsubsidized employment, family stability and barrier reduction, taking into account family circumstances. To accomplish this, we will begin by conducting an assessment of strengths and barriers, identify services needed as well as supports, education and accommodations each participant may need to become self sufficient.

#### **Services Provided for Individuals meeting FSS Criteria:**

- Assess individual's physical and/mental abilities
- Gather results of assessments to determine individual's ability to perform work.
- Assist with determination of need for reasonable accommodations.
- Provide personal case management.
- Set up multi-discipline teams to work with clients.
- Assist clients in developing Employment Plans.
- Promote activities that coordinate a range of services, including volunteer work, education, mental health, etc.
- Use Employment and Training services to help move people from system dependency to self-sufficiency when possible.
- Closely monitor participant's progress at job shadowing, paid work experience; volunteer, or unsubsidized work sites.
- Maintain close working relationship with County Financial Workers.

#### **Additional Services Provided for New Immigrants:**

- Meet and develop a FSS plan
- Refer clients to English as a Second Language (ESL) or Functional Work Literacy (FWL) classes.
- Review progress to determine if FSS is still appropriate

#### **IV. General Provisions**

XPROVIDER will document participant progress and any failures to participate satisfactorily.

XPROVIDER will inform the COUNTY of any failure to participate satisfactorily.

XAt the request of the COUNTY, PROVIDER will provide notification to participants of non-compliance and conduct conciliation.

XThe COUNTY will be responsible for all client notification requirements relating to termination or sanction.

XPROVIDER's complaint procedures will be used to hear complaints alleging violation of the Workforce Investment Act, or this contract for services.

XThe COUNTY complaint procedures will be used for hearing complaints alleging the reduction or termination of public assistance benefits.

XActivity will be tracked through WorkForce One (WF1). This system will be used to provide participant data to the Department of Employment and Economic Development and performance reports to the COUNTY.

XIn the event that funds are depleted, the PROVIDER agrees to provide mandatory services under MFIP to the COUNTY at no additional expense to the COUNTY, providing all funds in the budget (Exhibit A) are made available to the PROVIDER under this contract. Mandatory services include overview, assessment, screening, employment plan development, job search, and work activities. Any reduction of the funding amount in Exhibit A will abrogate this clause and will require renegotiation of services, enrollment levels, and budget amounts.

### **Safeguard Of Client Information**

1. The use or the disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes Chapter 13, or for any purpose not directly connected with the COUNTY or PROVIDER'S responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, the client's attorney or the client's responsible parent or guardian. Minimum necessary access to protected information: The parties shall comply with the minimum necessary access and disclosure standards set forth in the MGDPA and HIPAA. The accessing, use, and disclosure of protected information is limited to that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government. (See Minnesota Statutes, 164.514 (d).)
2. PROVIDER will conduct a case file review when a second sanction month occurs to determine if the employment plan is still appropriate.

3. PROVIDER will conduct a case file review and make a good faith effort to conduct a face-to-face interview with the participant prior to case closure for the seventh sanction. The purpose of the meeting is to ensure that the reason for sanction is accurate and, if so, encourage participants to come back into compliance.
4. PROVIDER Job Counselors will meet quarterly with COUNTY Financial Eligibility Specialist. The PROVIDER Center Operations Manager will meet monthly with the COUNTY Supervisor and COUNTY Manager to review performance data and provide updates regarding PROVIDER procedures to obtain measurable goals.

**Exhibit A**

**TODD COUNTY**

**MFIP/DWP BUDGET PLAN**

Calendar 2014 (1/1/14 - 12/31/14)

MFIP Employment Services	145,629	
DWP Employment Services	47,844	
Administration	21,497	
	<hr/>	
TOTAL	<u>214,970</u>	**

\*\*Includes Family Stabilization Services

**Todd County**

**MEASURABLE GOALS  
For January 1, 2014 through December 31, 2014**

**MFIP GOALS**

**Three-Year Self-Support Index**

Percent of MFIP Cases Off Cash Assistance or Working Thirty or More Hours Per Week  
Three Years After the Baseline Quarter.

Range of Expected Performance: 70.7% - 79.2%

**Work Participation Rate**

Percent of Non-Exempt MFIP Adults Who Meet the State Work Participation Requirements.

Minimum Goal: 50%

Vendor Name	Amount
DHS	29,003.15
DHS - MSOP-MN SEX OFFENDER PROGRAM-462	6,678.00
FRESHWATER EDUCATION DISTRICT 6004	12,592.00
KOOP FUNERAL HOME INC	3,575.00
PERISH/ALAN	2,963.25
RURAL MN CEP INC	39,477.17
TODD COUNTY AUDITOR/TREASURER	12,683.60
Payments less than 2000	41,712.81
Final Total	148,684.98