

TODD COUNTY BOARD OF COMMISSIONERS

Health and Human Services Board Meeting Agenda

Date: December 27, 2013

Time: 9:00 AM

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

		Approx. Time
1	Call to Order and Roll Call	9:00
2	Pledge of Allegiance	9:01
3	Amendments to the Agenda	9:03
4	Approve November 26, 2013 Minutes	9:04
5	General	
5.1	Camphill Village Report - Bill Briggs, Director	9:05
5.2	Purchase of Service Contract & Host County Contract Renewal	9:15
5.3	Central MN Mental Health Center Detoxification Services Contract	9:20
5.4	Northern Pines Mental Health Center Contract	9:25
5.5	Home and Community Based Service Waivers, MN DHS Audit	9:30
5.6	Home Health Care Program, Medical Survey	9:35
5.7	Central MN Council on Aging Grant Contract	9:40
5.8	Approve Tobacco Sales Licenses	9:45
5.9	Continue Monthly HHS Commissioner Meetings	9:50
5.10	MN SURE & Todd County - Update	9:55
5.11	Influenza Update	10:00
5.12	Signature Authority to Jena Peterson for Renovation Documents Renovation Project Update - Earl Fuechtmann, Contregrity Group and	10:05
5.13	Stephanie Howe, Studio E Architects	10:10
6	Claims	

TODD COUNTY HEALTH & HUMAN SERVICES

Minutes of the Meeting of the Health & Human Services Meeting

November 26, 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 26th day of November, 2013 at 9:00 a.m. with all members present. The meeting was opened with the Pledge of Allegiance.

Approval of Agenda

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

1. Add – Discussion with Deb Gruber, Morrison County Administrator regarding the HHS Director Position

Approval of Minutes

On motion by Blessing and second by Kircher, the following motion was introduced and adopted by unanimous vote: To approve the October 22, 2013 minutes as presented.

General

Glenn Anderson, Northern Pines Mental Health Center was present and updated the Board with 2013 and 2014 business. Contract will be brought to a December, 2013 meeting for approval.

On motion by Kircher and second by Blessing, the following motion was introduced and adopted by unanimous vote: To approve purchase of the Service Agreement with Parent Education Services of Alexandria, effective Jan 1, 2014- Dec 31, 2014. Financial Implications: 39/hour which includes travel in Todd County; not to exceed \$30,000/year.

On motion by Kircher and second by Erickson, the following motion was introduced and adopted by unanimous vote: To approve the Purchase of the Service Agreement with Greater MN Family Services Wilmar ; effective date of Jan 1, 2014- Dec 31, 2014. Financial Implications: Therapist \$85.48hr; Family Counselor \$60.55hr.

On motion by Kircher and second by Blessing, to waive rules for discussion on the DAC Rate Variance. On motion by Kircher and second by Erickson, the following motion was introduced and adopted by unanimous vote: To approve the Todd County DAC Rate Variance set at \$12.57 daily rate and the service plan approved with this funding increase. Financial implications: \$26,321 increase which continues annually; If waiver caps are met then service amounts will need adjustments.

Katherine Mackedanz gave the MNDOT Transit Expansion Grant Update. The Eagle Bend Transit pilot study was denied by DOT. May have to delay because of the funds needed. Rainbow rider costs are \$20.00 to Alexandria, maybe could get funding from the Initiative Fund.

Cheryl Schneider, Health & Human Services Director gave an update on the highlights of the 2014 Legislative Platform of MN Local Public Health. Information has been posted to the County Website.

Annual Report was given by Rural MN CEP, Inc.

On motion by Blessing and second by Kneisl, the following motion was introduced and adopted by unanimous vote: To approve the contract with MN Rural CEP, Inc. effective date January 1, 2014-December 31, 2014.

Lisa Chapin, Financial Support Services Unit Manager gave an update on MNSURE and Todd County.

On motion by Blessing and second by Erickson, the following motion was introduced and adopted by unanimous vote: To approve moving the Health & Human Services Meeting from December 24, to December 27, 2013 at 9:00 am.

Discussion was held regarding the Health & Human Services Director Position.

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



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):	

Title (for publication with the Agenda): Renew Camphill Village Purchase of Service and Host County Contract	
Date of Meeting: Dec 27, 2013	Total time requested: 5
Department Requesting Action: HHS	
Presenting Board Action/Discussion at Meeting: Cheryl Schneider	
Background <input checked="" type="checkbox"/> Supporting Documentation enclosed	
Camphill Village, Sauk Centre MN, provides Community Residence Facilities and Services for adults 18 years or older, with mental and developmental disabilities. Camphill Village receives referrals from Todd County and other counties to provide 24 hour care, supervision, food, lodging, training and habilitation services.	
Options <input type="checkbox"/> Supporting Documentation enclosed	
Recommendation <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
To approve the Camphill Village Purchase of Service and Host County Contract effective Jan 1, 2014-Dec 31, 2014.	
Financial Implications: \$ no change in rate	Comments
Funding Source: Fund 11, other payors	
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:	
Seal	

CAMPBILL VILLAGE MINNESOTA, INC.



15136 Celtic Drive, Sauk Centre, MN 56378 • Phone (320) 732-6365 • Fax (320) 732-3204
www.camphillvillage-minnesota.org/index.html • email: cvmn@rea-alp.com

Camphill Village Minnesota is part of the International Camphill Movement for social renewal through community living. In its centers people share life and work with children and adults with disabilities.

December 18, 2013

Dear County Commissioners,

Greetings to you from all of us at Camphill Village Minnesota. I am writing to you regarding our program fee for 2014. Todd County sets the vocational program fee for all the residents at Camphill Village. At this time we have one resident from Todd County, nineteen from other MN counties, and three from other states. This year we are requesting no increase to our program fee of \$816/month.

Many factors are changing for our organization at the end of 2013, going into 2014. We expect to see our staff medical expenses drop significantly in 2014 with the coming of MNSURE. We have also been required to obtain a new and different license from the Minnesota Department of Human Services, which has already increased our administration costs by thousands of dollars. The health insurance change and the licenses change are events that occur only every 20 years or more. It is hard to forecast how exactly these events will influence our expenses and revenues. With so much uncertainty it seems wise to just leave the program fee the same. I do anticipate that we still need to fundraise between \$100,000 to \$150,000 to balance our operating budget.

Thank you for your consideration of our request. I appreciate the working relationship with Todd County over these last 33 years.

Sincerely,

Bill Briggs
Administrator

**PURCHASE OF SERVICE CONTRACT
AND
HOST COUNTY CONTRACT**

Todd County Health and Human Services, 212 Second Avenue South, Long Prairie, MN 56347, hereafter referred to as the "Department" and Camphill Village Minnesota, Inc., 15139 Celtic Drive, Sauk Centre, MN 56378, hereafter referred to as the "Contractor", enter into this agreement for the period from January 1, 2014 to December 31, 2014.

WITNESSETH

WHEREAS, Public Law 93-647, known as Title XX of the Social Security Act and M.S. 256M.01-256M.80 known as the Children and Community Services Act provide basis to purchase various program services; and,

WHEREAS, The Department wishes to purchase the hereinafter listed services from the Contractor:

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

I. SERVICES TO BE PURCHASED

In accordance with the Children and Community Services Act, the following services will be provided for persons over age 18 who are mentally retarded or otherwise developmentally disabled.

A. Community Residence Facilities and Services. BRASS CODE 5740 Community-based programs that provide 24-hour care, supervision, food, lodging, training and habilitation for four or more persons with mental retardation or related conditions outside their own homes. Residential programs include both the residential facility and the program of services provided.

II. DEPARTMENT RESPONSIBILITIES

A. The Department shall make the determination of an applicant's eligibility (programmatically or financially) for this service.

1. Notification will be sent to the Contractor, on or prior to admission, as to financial responsibility, amount and collection method of any fees.
2. When the Department has determined the client to be no longer eligible to receive said purchased services, it shall so notify the Contractor within five (5) working days of this determination. The Contractor will be provided fifteen (15) calendar days in which to conclude programming.
3. The Department shall participate with the Contractor in admission interviews for all county residents and subsequent periodic staffings as individually determined necessary.

III. CONTRACTOR RESPONSIBILITIES

- A. The Contractor agrees that during the existence of this agreement that it will indemnify and hold harmless the Department from any and all liability which may be claimed against the Contractor (1) by reason of any reimbursable, eligible client suffering injury, death or property loss while participating in services from the Contractor or while being transported to/from said premises in any vehicle owned, operated, chartered, or otherwise Contracted for by the Contractor; or (2) by reason of any said client causing injury/damage to another person or property during anytime when the Contractor has undertaken or is furnishing the service called for under this agreement.
- B. The Contractor agrees that in order to protect itself, as well as the Department, under the indemnity provision it will, during the term of this contract, keep in force a liability insurance policy in the amount of \$784,000 property, \$500,000 bodily injury.
- C. The Contractor shall maintain, during the term of this contract, a fidelity bond covering the activities of its personnel authorized to receive or distribute monies in the amount of \$5,000.
- D. The Contractor agrees to comply with the Civil Rights Act of 1964 (Titles VI or VII); Rehabilitation Act of 1973 (Section 504); and Minnesota Human Rights Act (Chapter 363).
- E. Appropriate referrals from the Department will be considered. Referrals from Minnesota County Social Services Departments will have first priority consideration for admission over out-of-state referrals.
- F. Service fees will be collected from the client, where applicable, and from other available third party sources.
- G. Contractor retains full authority over its admissions, procedures, and decisions. However, prior approval by the Department must be received for out-of-state admissions.
- H. Communication with parents, guardians, other significant persons as to goals and specific activities while a resident; and any activities to be carried out when on home visits.
- I. All needed transportation services for persons residing at Camphill.

IV. FINANCIAL ARRANGEMENTS AND REPORTING PROCEDURES

A. No specific total amount to be paid to the Contractor is designated under this contract.

B. The Department has approved a monthly rate of \$816.00 for program costs.

The daily rate is \$26.83 for program costs.

C.1.) Payment for adult foster care costs for each resident placed will be by private funds or by the Department utilizing resident resources and state G.R.H. funds, or other funds available to the residents.

C.2.) Payment for program costs for each resident will be made from private funds, the Department utilizing Social Services funds (C.S.S.A., County tax revenue) or other resources available to the resident.

C.3.) The same funding sources will be used by other placing, and financially responsible entities.

D. Referrals from other counties will be reported by the Contractor to the Department prior to acceptance and/or placement. Department will verify residence and financial responsibility for the referral.

E. A placing entity, other than the Department, shall actively participate in the admissions interview; trial placement assessment (individually determined at one (1) to six (6) months following placement) and annually thereafter. If unable to do so, it will be their responsibility to request service by the Department.

F. Any requests by the Contractor for the Department to participate in initial or periodic staffings or reviews will be considered on an individual basis.

G. The Contractor will provide the Department a copy of its initial and periodic reviews of county residents. A copy of the annual review for other residents will also be provided to the Department.

V. OTHER CONDITIONERS OF THE CONTRACT

- A. The Contractor shall allow personnel of the Department, Minnesota Department of Public Welfare, and the Department of Health and Human Services, access to the Contractor's records at reasonable hours in order to exercise their responsibility to monitor the services and audit the financial records.
- B. Maintain records for four (4) years for audit purposes.
- C. The use or disclosure, by any party, of information concerning a reimbursable, eligible client in violation of the Data Privacy Act 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 eligible client, his/her responsible parent or guardian.
- D. This contract may be canceled by either party, upon 90 days notice, in writing delivered by mail or in person by September 30, 2014.
- E. Alternations to or waivers of provisions of this contract shall be valid only if they are in writing and duly signed by both parties.
- F. In the event there is a revision of federal or state regulations which might make this agreement ineligible for Federal-State financial participation, the Department and Contractor will renegotiate those provisions necessary to bring it into compliance with the new regulation.
- G. No claims for services furnished by the Contractor, not specifically provided in this agreement, will be allowed by the Department.
- H. The Contractor shall not enter into subcontracts for any of the work contemplated under this agreement without written approval of the Department.

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 Department and Contractor.

IN WITNESS WHEREOF, the Department and Contractor have executed this contract as of the day and year first above written:

APPROVED AS TO LEGALITY AND FORM by:

Todd County Attorney

TODD COUNTY HEALTH AND HUMAN SERVICES

BY: _____
Chairman, Board of Commissioners

DATE: _____

BY: Cheryl Schneider
Department Director

DATE: 12 24 13

CONTRACTOR CAMPHILL VILLAGE MINNESOTA, INC.

BY: Bill Bayne
Position: Administrator

DATE: Dec. 20, 2013

CAMP HILL VILLAGE MINNESOTA
Projected Operating Budget 2014

	<u>Total</u>	<u>Room/Board</u>	<u>Program</u>
1. Living Expenses			
A. Food-External Purchases	\$74,300	\$74,300	-
B. Food-Internal Purchases	16,000	16,000	-
C. Utilities	45,000	36,000	\$9,000
D. Household	28,000	28,000	-
E. Furniture/Equipment	<u>3,300</u>	<u>3,300</u>	-
Total	\$166,600	\$157,600	\$9,000
2. Operating Costs			
A. Insurance (Auto, Prop, Liability)	\$44,000	\$26,400	\$17,600
B. Maintenance	20,000	18,000	2,000
C. Vehicle Depreciation	30,000	18,000	12,000
D. Vehicle Operating & Maintenance	<u>41,000</u>	<u>24,600</u>	<u>16,400</u>
Total	\$135,000	\$87,000	\$48,000
3. Resident Staff (co-worker)			
A. Health Care and Insurance	\$0	\$0	\$0
B. Co-worker Expenses	<u>245,200</u>	<u>159,380</u>	<u>85,820</u>
Total	\$245,200	\$159,380	\$85,820
4. Administration			
A. Voluntary Community Support	\$6,000	\$6,000	-
B. Office and Secretarial	123,800	92,850	\$30,950
C. Travel and Meetings	12,000	-	12,000
D. Professional Services	13,500	13,500	-
E. Publicity (Newsletter, etc.)	3,000	1,500	1,500
F. Telephone (including office)	11,700	10,530	1,170
G. Contingency Fund	<u>71,390</u>	<u>35,695</u>	<u>35,695</u>
Total	\$241,390	\$160,075	\$81,315
5. Services			
A. Training and Program Development	\$12,000	-	\$12,000
B. Social and Cultural Activities	6,000	-	6,000
C. Farm and Garden Project Activities	<u>16,000</u>	<u>-</u>	<u>16,000</u>
Total	\$34,000	\$0	\$34,000
GRAND TOTAL	\$822,190	\$564,055	\$258,135
PER MONTH	\$68,516	\$47,005	\$21,511
PER RESIDENT			
23 projected average	\$2,979	\$2,044	\$935
Shortfall (to be met through contributions)	\$803	\$684	\$119
Requested Rate	\$2,176	\$1,360	\$816
Per Diem	\$71.54	\$44.71	\$26.83

**CAMP HILL VILLAGE MINNESOTA
Projected Operating Budget 2014**

Camphill Program Fees over past 5 years: .

2010	\$782.00	0% increase
2011	\$782.00	0% increase
2012	\$800.00	2.3% increase
2013	\$816.00	2.0% increase
2014	\$816.00	0% increase proposed

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):	

Title (for publication with the Agenda): Central MN Mental Health Center Detoxification Services Contract	
Date of Meeting: Dec 27, 2013	Total time requested: 5
Department Requesting Action: HHS	
Presenting Board Action/Discussion at Meeting: Michael Steinbeisser & Cheryl Schneider	
Background <input checked="" type="checkbox"/> Supporting Documentation enclosed	
Todd County has need for a detoxification service, which is available at the Central MN Mental Health Center, St Cloud MN.	
Options <input type="checkbox"/> Supporting Documentation enclosed	
Recommendation <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
To approve the Central MN Mental Health Center Detoxification Services Contract effective Jan 1, 2014-De 31, 2014.	
Financial Implications: \$daily rate \$420; \$95 for each transport	Comments
Funding Source: Fund 11 - county dollars	
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:	
Seal	

DETOXIFICATION SERVICES CONTRACT

This service agreement is for the period of January 1, 2014 through December 31, 2014.

Central Minnesota Mental Health Center agrees to accept appropriate referrals from Todd County for the purpose of providing the following detoxification services:

1. Initial health assessment and, if needed, provision of medical services either on-site or by transfer to the appropriate medical facility.
2. Detoxification surveillance and protection of client
3. Evaluation of chemical dependency and psycho-social functioning.
4. Short-term counseling related to assessment of social and health problems and oriented to development of a negotiated treatment plan.
5. Discharge planning, referral to appropriate treatment resources and follow up.

Todd County shall reimburse Central Minnesota Mental Health Center at a daily rate of \$420.00 per client, plus charges for necessary and agreed upon medical care not included as part of the regular program and less third party payments received. When transportation is provided by Central Minnesota Mental Health Center, Todd County shall reimburse the sum of \$95.00 for each trip.

Chairperson, Todd County Board of Commissioners

Date



David J. Baraga, Ph.D., LP
CMMHC Executive Director

12/9/13

Date



**CENTRAL MINNESOTA
MENTAL HEALTH CENTER**

RECEIVED
DEC 11 2013
TODD COUNTY
HEALTH & HUMAN SERVICES

December 9, 2013

Todd County Social Services
~~Eric S. Savelle~~, Director
212 2nd Street South
Long Prairie, MN 56347

Dear ~~Mr. Savelle~~ *HHS Director*

Enclosed please find two copies of our 2014 Detoxification Services Agreement with your agency. Our daily rate for detoxification services for calendar year 2014 will be \$420. The rate set is one that is fixed by not only the CMMHC Board but by all four of our County Human Services Boards for our out-of-catchment area contracts.

Please sign both copies of the contract. Retain one copy for your file and return the other signed copy to us. If you have any questions please feel free to contact me directly at (320) 202-2044.

Thank you for your business.

Sincerely,

Randall J. Burtzel, CPA
Business Manager

- 1321 North 13th Street
St. Cloud, MN 56303
320-252-5010
FAX 320-252-0908
- 308 12th Avenue South
Buffalo, MN 55313
763-682-4400
FAX 763-682-1353
- 253 8th Street NW, Suite A
Elk River, MN 55330
763-441-3770
FAX 763-441-9057
- 407 Washington Street
Monticello, MN 55362
763-295-4001
FAX 763-295-5086
- Annandale IRT
380 Annandale Boulevard
Annandale, MN 55302
320-274-4060
Fax 320-274-4069
- Northway IRT
1509 North 24th Avenue
St. Cloud, MN 56303
320-252-8648
Fax 320-529-4909
- St. Cloud Act Team
3333 West Division Street
Suite 217
St. Cloud, MN 56301
320-253-4120
Fax 320-253-4179
- Monticello Act Team
407 Washington Street
Monticello, MN 55362
763-271-5340
Fax 763-271-5350



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):	

Title (for publication with the Agenda): Northern Pines Mental Health Center Contract	
Date of Meeting: Dec 27, 2013	Total time requested: 5
Department Requesting Action: HHS	
Presenting Board Action/Discussion at Meeting: Michael Steinbeisser & Cheryl Schneider	
Background <input checked="" type="checkbox"/> Supporting Documentation enclosed	
Todd County has a need for contracted services for Childrens Mental Health Case Management and other Mental Health services for adults. Northern Pines Mental Health Center provides these services for Todd County.	
Options <input type="checkbox"/> Supporting Documentation enclosed	
Recommendation <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
To approve the Northern Pines Mental Health Contract effective Jan 1, 2014-Dec 31, 2014	
Financial Implications: \$please see contract	Comments
Funding Source: Fund 11 - state grants	
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:	
Seal	

**TODD COUNTY HEALTH and HUMAN SERVICES
NEGOTIATED SERVICE CONTRACT WITH
NORTHERN PINES MENTAL HEALTH CENTER, INC.**

Todd County Health and Human Services, Courthouse Annex, 212 2nd Ave. South, Long Prairie, Minnesota 56347, hereafter referred to as the “Agency”, and Northern Pines Mental Health Center, Box 367, Little Falls, Minnesota 56345, hereafter referred to as the “Contractor”, enter into this agreement for the period from January 1, 2014, to December 31, 2014.

W I T N E S S E T H

WHEREAS, Minnesota Statutes, section 245.461 to 245.486 and 245.487 to 245.4887 establishes the Comprehensive Adult Mental Health Act and the Comprehensive Children’s Mental Health Act; and

WHEREAS, the Agency is required to provide mental health services in accordance with the Comprehensive Mental Health Act; and

WHEREAS, the Contractor is an organization licensed under DHS Rule 9520.0010 through 9520.0230 to provide community mental health services to persons; and

WHEREAS, the Agency, pursuant to Minnesota Statutes, section 373.01, 373.02, 245.465 and 256E.08 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 understanding and agreements set forth, the Agency and Contractor agree as follows:

I. Contractor’s Duties

A. As specified in the current Todd County Vulnerable Children and Adults Agreement, and the attached exhibits, the Agency agrees to purchase and the Contractor agrees to furnish the following services in accordance with the description of such services provided in Appendix A, as incorporated under C, below:

1. Outpatient Treatment Services. These services may include:
 - a. Diagnostic Assessment
 - b. Diagnostic Review
 - c. Test Interpretation
 - d. Medication Management
 - e. Pre-After Care
 - f. Information/Referral/Placement
 - g. Psychiatric Evaluation/Consultation
 - h. Psychological Evaluation
 - i. Family Therapy
 - j. Group Therapy

- k. Marriage Therapy
- l. Individual Therapy
- m. Client Case Consultation/Coordination (client, family, agency, etc.)
- n. Telephone Calls (client and/or information coordination or referral)
- o. Development and/or Modification of Individual Treatment Plans
- p. Play Therapy Group
- q. Prevention/Education
- r. Parenting Education Groups
- s. Participate on Mental Health Advisory Committee

Initial appointments will be available within three weeks of request. Emergency services will provide immediate access to a mental health professional during regular center hours.

- 2. Family Sexual Abuse Treatment Program Services.
 - 3. Participation on the Todd County Child Protection Team.
 - 4. Making referrals and recommending placements as requested.
- B. Purchased services will be provided at Long Prairie and Staples and, at times, at other appropriate locations.
- C. The Contractor agrees to provide an explicit description of the services to be provided that incorporates all mental health service standards established in Minnesota Statutes, section 245.461 to 245.486 and 245.487 to 245.4887 applicable to county boards or service providers. Appendix A, a copy of which is on file at the Agency offices, is hereby incorporated by reference.
- D. 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. The Contractor agrees that all services provided under this contract shall meet the requirements of Minnesota Statutes, section 245.461 to 245.4887.

II. Cost and Delivery of Purchased Services:

- A. The total amount to be paid for such "core" Purchased Services shall not exceed \$12,000, unless agreed to in writing. In addition to the services noted above, the Agency will purchase and the Contractor will provide the programs and services as detailed in Addendums A through F of this contract.
- 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.
- C. The rate for psychiatric services provided by an M.D. or an Advanced Practice Psychiatric RN or Nurse Practitioner with prescription privileges will be \$195 per hour*. The rate for all other non-M.D. outpatient services will be \$125 per hour*. (*Per hour

rates are for treatment, the rate for diagnostic assessment services shall be as listed on the Contractor's fee schedule.) The rate for Prevention/Education services will be \$95 per hour, to include one (1) hour preparation and actual time of the presentation. Additional rates may be negotiated between the Agency and the Contractor for specialized services. Units will be reported in 15 minute increments.

III. Eligibility for Services:

The parties understand and agree that the eligibility of the client to receive the Purchased Services is to be determined in accordance with the eligibility criteria agreed to between the Agency and the Contractor, and shall include clients referred to by or approved in advance by the Agency who have no insurance or whose insurance will not reimburse the services to be provided under this contract.

The Contractor certifies that eligible recipients who receive services provided under this Agreement will be charged the cost of those services or a portion thereof if appropriate in accordance with its sliding fee schedule, and will attempt to collect any fees owed by eligible recipients in accordance with its standard billing and collection procedures. The Contractor further certifies that payment 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 also agrees to offer and provide clients referred assistance in applying for MHCP insurance programs and offer its sliding fee schedule.

IV. Payment for Purchased Services:

The Contractor will invoice the Agency for services provided as described in Section I. on a monthly or quarterly basis, at rates specified in Section II, above. Invoices will detail times, rates and types of services in accordance with Section V., below, and shall be the net of charges due minus payment, if any, received from clients whether billed for the full charges due for services rendered or a reduced amount in accordance with the Contractor's sliding fee scale (Attached).

V. Audit and Record Disclosures:

A. The Contractor agrees to report to the Agency according to specifications of the Community Mental Health Reporting System (CMHRS), and according to other specifications of the Agency. The CMHRS requires the following data on each mental health client on a monthly basis:

1. a client specific ID number that adheres to data privacy restrictions in Minnesota Statutes, chapter 13;
2. the type and number of units of service provided to each client; and
3. the date of birth, race, and sex of each client.

- B. The Contractor agrees to furnish the County with expenditure and revenue reports on a quarterly basis. The expenditure and revenue reports shall document all revenue received and compare expenditures to the contract amount in section II, A, above. Such reports will enable the Agency to fulfill its reporting requirements to the ultimate source of funds.
- C. The Contractor agrees to furnish the Agency additional programmatic and financial information it reasonably requires for effective management of all services covered by this agreement. Quarterly administrative meetings may be held to discuss the services under this Agreement at the Contractor or Agency's request.
- D. The Contractor agrees to inform the Agency of changes in licensure status within forty-five (45) days after occurrence
- E. The Contractor agrees to comply with established HIPAA regulations and the 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 State Agency.

The Contractor agrees to allow personnel of the Agency access to the Contractor's facility and records at reasonable hours, subject to the Health Insurance Portability and Accountability Act of 1996 as implemented by regulations 45 C.F.R., Parts 160 and 164, to exercise their responsibility to monitor purchased services.

VI. Safeguard of Client Information:

- A. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Laws of Minnesota, Chapter 13, (HIPAA) 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.
- B. The individual employed by the Contractor who is designated to assure compliance with the Minnesota Government Data practices Act, in accordance with Minnesota Statutes, section 13.46, subdivision 10, paragraph (d) shall be the Executive Director.

VII. 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); and the Rehabilitation Act of 1973, as amended by Section 504;

VII. Statutory Organization Requirements, Standards, Licenses

The Contractor agrees to comply with all federal, state, county and local laws, regulations, ordinances, rules, and certifications as pertaining to the facilities, programs, and staff for which the Contract is responsible during the term of this Agreement. This will include, but not be limited to, current health, fire marshal, and program licenses, meeting zoning standards, certification of staff when required, and staff when required, and all other applicable laws,

regulations, ordinances, rules and certifications which are effective or will become effective during the period of this Agreement. Further, the Contractor agrees to the following:

- A. During the term of this Agreement, the Contractor agrees to comply with all state licensing standards, all applicable accrediting standards, and any other standards or criteria established by the Agency to assure quality of services.
- B. Failure to meet such standards may be cause for cancellation of this Agreement.

X. Bonding, Indemnity, Insurance, and Audit Clause:

- 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 \$50,000.
- B. **Indemnity:** 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, client's suffering personal injury, death or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this Agreement, or while on premises owned, leased or operated by the Contractor, or while being transported to or from said premises in any vehicle owned, operated, chartered or otherwise contracted for by the Contractor or 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. **Insurance:** The Contractor further agrees, in order to protect itself and the Agency under the indemnity provisions set forth above, to at all times during the term of this contract, have and keep in force:
 - 1. A general liability insurance policy in the amount of \$1,000,000.00 for bodily injury or property damage to any one person and \$1,000,000.00 for total injuries or damages arising from any one incident. General total limit of \$2,000,000.00.
 - 2. Automobile insurance, including non-owned and hired autos, in the amount of \$1,000,000.00 per accident. Coverage pertains to the operation of the Contractor.
 - 3. Worker's Compensation Insurance.

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 180 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. Northern Pines Mental Health Center, Inc. shall collect fees from recipients and from third party sources whenever possible.
- E. 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.
- F. 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.

XII. 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.

XIII. Default

- A. Neither party hereto shall be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, epidemic, strikes, acts of God or the public enemy, unusually severe weather, legal acts of the public authorities or delays or defaults caused by public carriers, which cannot reasonably be forecast or provided against.
- B. Unless the Contractor's default is excused under the provisions of this Agreement, the Contractor, after receipt of notice by the Agency of any of the following conditions or other circumstances warranting cancellation of this Agreement, shall have ten (10) days (or such longer period as the Agency may authorize in writing) after receipt of notice from the Agency to cure the specified failure:
 - 1. If the Contractor fails to provide services called for by this Agreement within the time specified herein or any extension thereof; or

- 2 It is discovered that material misrepresentations were made by the Contractor as to conditions relied upon by the Agency which purported to exist by the terms of this Agreement and all exhibits and documents attached and incorporated by reference.

If the Contractor fails to cure the specified condition after notice within the prescribed period of time, then the Agency may upon written notice immediately cancel the whole or any part of this Agreement.

- C. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be construed to be modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of the Agency, and attached to the original Agreement.
- D. The rights and remedies of the Agency provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

XIV. Miscellaneous

Entire Agreement: It is understood and agreed that the entire agreement of the parties is contained herein (together with addenda A through E, attached) 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.

Extension: The parties agree to automatically extend the term of this contract for up to six months in the event that a new contract has not yet been negotiated/signed in order to continue the provision of services. It is further agreed that monthly payments to the Contractor from the Agency will continue without interruption (at the current rate) until the new contract is finalized. Once a new contract is signed, any financial settle-up will occur within forty-five (45) days per the terms of the new contract.

DATED: _____

BY: _____
Director, Todd County Health and Human Services

DATED: _____

BY: _____
Chairperson, Todd County Board of Commissioners

DATED: _____

BY: _____
Executive Director, Northern Pines Mental Health Center

*** FEE SCHEDULE ***

	<u>M.D.</u>	<u>L.P.</u>	<u>L.I.C.S.W.</u>	<u>Master's Intern/ Post Master's</u>
(DA hour)	\$252.00	\$158.00	\$158.00	\$158.00
(TX hour)	\$195.00	\$125.00	\$125.00	\$ 125.00
(TX half hour)	\$121.00			
Group Therapy				
(per hour)	\$ 79.00	\$ 79.00	\$ 79.00	\$ 79.00

Addendum A: Northern Pines MHC Provider for Todd County

Fee for Service Billable Services and Activities for Inclusion in the 2014 Mental Health Negotiated Services Contract Between Todd County Health and Human Services and Northern Pines MHC

The following services and activities are agreed to be billable to Todd County Health and Human Services Center under the terms of the 2014 Negotiated Services Contract. Northern Pines shall develop an internal review process to monitor the provision of Direct Clinical Services, non-MD and to notify Todd County HHS of all cases expected to require more than twelve (12) sessions within the term of this contract. The Director of Clinical Services will review cases that exceed twelve (12) sessions. Services numbered 1 through 5 that are rendered to or on behalf of clients insured for mental health services or others who are not eligible for the Northern Pines sliding fee schedule do not qualify for reimbursement under this Agreement.

A. Outpatient Services:

1. Direct clinical services, non-MD
2. Direct clinical services, MD
3. Telephone (clinical) client contact
4. Supervision of social work intern students requested by Todd CHHS
5. Not otherwise reimbursed community education/prevention activity, including travel, if requested or approved by Todd CHHS
6. Any Todd County HHS requests special activity or service, including travel. (Examples: Todd County HHS staff training, foster parent training, Todd CHHS-referred, court-ordered clinical work and related court preparation, appearance, and related travel, etc.)

7. The following meetings and directly related activities and travel:
 - Child Protection Team
 - Children's Justice Initiative Team
 - Mental Health Professional participation as part of the Local Advisory Council
8. Child or adolescent mental health screening requested by Todd CHHS

Addendum B: Northern Pines MHC Provider for Todd County

Northern Pines Mental Health Center, Inc. is identified as the vendor of choice for Rule 78-Community Support Program services and will be reimbursed an amount not to exceed the grant of \$76,418 received from the MN Department of Human Services by Todd County for the year 2014. Quarterly billing statements of \$19,104.50 will be sent to the Agency by the Contractor at the beginning of each quarter.

Northern Pines agrees to provide quarterly reports to Todd County for all services provided as the CSP provider, including numbers served and of services provided under each of the following categories of service:

1. Conducting outreach activities
2. Connecting people to resources to meet their basic needs
3. Finding, securing and supporting people in their housing
4. Attaining and maintaining health insurance benefits
5. Assisting with job applications, finding and maintaining employment, securing finances
6. Fostering social supports, including peer support services
7. Educating about mental illness, medications, treatment and recovery

The Contractor agrees to meet with the Agency to develop mutually agreed upon service delivery goals for CSP services for 2014.

Addendum C: Northern Pines MHC Provider for Todd County

Northern Pines Mental Health Center, Inc. will provide the following Children's Case Management and Family Community Support Services and activities and Todd County Health and Human Services agrees to pay for said services and activities as described below under the terms of the Year 2014 Negotiated Services Contract.

Cost and Delivery of Purchased Services:

A. Children's Mental Health Targeted Case Management Services

Eligible children will have had a severe emotional disturbance (SED) by virtue of significantly impaired home and community functioning lasting at least one year. A diagnostic assessment will have been conducted within the past 180 days.

The purpose of these services shall be to improve the behavioral functioning and reduce the risk of out-of-home placement for identified children with severe emotional disturbances (SED) and diagnosis in the autism spectrum.

The provider will assure that professionals and practitioners are skilled in the delivery of mental health services to children with SED. The provider will recruit mental health professionals and practitioners and has adequate administrative ability to ensure availability of services, and will assure adequate pre-service and in-service training.

Practitioners will be supervised by a Mental Health Professional who accepts full responsibility for provision of quality services. The professional will be present on-site for at least one one-hour observation in the first 12 hours, and as clinically appropriate thereafter. This observation will be documented in the child's record and signed by the professional.

Services to be provided will be specified in the ITP (developed by the Provider) as being necessary and appropriate for the child. The ITP will be signed and periodically reviewed. The ITP will become a subsection of the Individual Community Support Plan.

The Provider will ensure coordination of the child's care with all relevant agencies.

The negotiated and approved monthly rate for all CMH-TCM services provided by Northern Pines Mental Health Center shall be \$406.

The contractor will bill the Agency the negotiated rate of \$406 per client/per month for at least one documented reimbursable contact for any client who is approved by Todd County to receive TCM services payable in whole or part by Todd County. If a third party payer does not cover children's case management services for a client approved to receive TCM services under this contract the Contractor will bill the Agency for services. Todd County Health and Human Services has budgeted \$93,000 for the provision of CMH-TCM for 2014. NPMH and DHS invoices will be reviewed monthly to monitor spending toward the 2014 budget.

The Contractor also agrees to offer and provide TCM families assistance in applying for MHCP insurance programs.

TCM services for which Todd County has no obligation to pay for in whole or part are not subject to Todd County approval, but the negotiated rate remains the authorized rate (or any higher, separately negotiated rate in the case of PMAP payers) for all medical assistance reimbursement purposes.

Intensive Case Management/Wraparound Services

The Agency will pay \$12,000 for Wraparound Services for eligible SED children, to the Contractor on a mutually agreed upon payment schedule, effective 1/1/2014 through 12/31/2014.

1.0 FTE Children's Therapeutic Support Services

Northern Pines Mental Health Center, Inc., is an approved provider of Children's Therapeutic Services and Supports(CTSS) for Todd County Health and Human Services for calendar year 2014.

I. PURPOSE:

- A. The Provider agrees to deliver the Children’s Therapeutic Support Services in accordance with professional standards and applicable State laws/requirements.
- B. The purpose of these services shall be to improve the behavioral functioning and reduce the risk of out-of-home placement for identified children with severe emotional disturbances (SED) and diagnosis in the autism spectrum.
- C. Eligible children will have had a severe emotional disturbance (SED) by virtue of significantly impaired home and community functioning lasting at least one year. A diagnostic assessment will have been conducted within the past 180 days.

II. PURCHASED SERVICES:

- A. The following services are available: time limited crisis assistance, assessment, screening, referral and follow-up to community resources; diagnostic assessment; and individual, family and group skills training. Particular services to be provided will be specified in each child’s Individual Treatment Plan (ITP).
- B. Skills training will consist of activities designed to promote skill development of both 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; which 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 ITP.

The purpose of individual, family or group skills-training is to improve the basic functioning of the child and family in activities of daily and community living and improve the social functioning of the child and family in activities of daily and community living and improve the social functioning of the child and family in areas which are important to remain in the community (home, school, or peer group). Additionally, skills training will promote family preservation and unification, promote the family’s integration with the community, and reduce the use of unnecessary out-of-home placement or institutionalization of the child.

- C. Crisis services will be available 24 hours per day, seven days per week and be coordinated with emergency services.

III. SERVICE REQUIREMENTS

- A. The provider will assure that professionals and practitioners are skilled in the delivery of mental health services to children with SED. The provider will recruit mental health professionals and practitioners and has adequate administrative ability to ensure availability of services, and will assure adequate pre-service and in-service training. Practitioners will complete a minimum of 20 hour Rule 15 orientation and continuing education related to serving SED children in their homes every two years.

- B. Practitioners will be supervised by a Mental Health Professional who accepts full responsibility for provision of quality services. The professional will be present on-site for at least one one-hour observation in the first 12 hours, and as clinically appropriate thereafter. This observation will be documented in the child's record and signed by the professional.
- C. Services to be provided will be specified in the ITP (developed by the Provider) as being necessary and appropriate for the child. The ITP will be signed and periodically reviewed. The ITP will become a subsection of the Individual Community Support Plan.
- D. Services will be coordinated with the case manager, if the child is receiving case management services. If the child does not have a case manager, the Provider will coordinate services.
- E. The Provider will ensure coordination of the child's care with all relevant agencies.
- F. Psychotherapy hours will be provided by a professional. Skills-training will be provided by either mental health practitioners or professionals.

The Agency will pay the Contractor \$30,366 in 12 equal monthly installments to support 1 FTE of CTSS services. The Contractor will bill appropriate third party payers and retain any reimbursement it obtains. It is expressly understood by the parties that the Agency payment is not direct or indirect reimbursement for any specific services, but to enable the Contractor to maintain this position and provide services to eligible clients who have no third party payer or who qualify for free or reduced cost services under Contractor's sliding fee schedule.

B. The Contractor will Provide the Following per Request of the Agency:

In-Home Services Specialists, Skills Specialists, and Master's Level Family Specialists will be provided as requested (subject to availability of qualified personnel) at the rate of \$110/hour. Ten minutes of the direct client contact may be used for documentation, collateral contacts, and report writing. Time needed for such tasks in excess of ten minutes, will be billed at the rate of \$65/hour. This will not exceed a total of 50 hours unless approved by a county social worker. Contractor agrees to bill travel at the rate of \$65/hour for all travel.

The Contractor agrees to bill the Agency for all In-Home services that are not reimbursable by Medical Assistance or other third party payers.

Clients identified by the county as having Medical Assistance applications pending in excess of three months will be billed to the Agency for full payment.

ATTACHMENT C**AGREEMENT BETWEEN TODD COUNTY
AND
NORTHERN PINES MENTAL HEALTH CENTER**

Agreement Period January 1, 2014 through December 31, 2014

- ◆ The total amount to be paid pursuant to this agreement shall not exceed the amount authorized in clients' services agreement(s), nor shall it exceed an amount equal to the number of service units actually provided, multiplied by the payment rate of this agreement.
- ◆ Services will be provided in the client's home or at various locations in the community.
- ◆ Services and Rates:

<u>Service Type</u>	<u>Rate</u>
Intensive In-Home	Direct Client Contact \$110.00/hour Travel \$65.00/hour
Mental Health Behavior Aide (for uninsured clients)	Direct Client Contact \$40.00/hr Travel \$40.00/hr

I. CONTRACTOR'S DUTIES:

- A. The Agency agrees to purchase and the Contractor agrees to furnish In-Home Family Based Services.
- B. The Contractor agrees to provide:
 1. An explicit description of the services to be provided;
 2. An exposition of the staffing, including job descriptions and professional qualifications of personnel;
 3. An organization chart;
 4. The number of program participants;
 5. Program content; and
 6. Program budget.
- C. The Contractor shall, in writing within ten (10) days, notify the Agency whenever it is unable to, or going to be unable to, provide the required quality or quantity of the Purchased Services. Upon such notification, the Agency shall determine whether such inability will require modification or cancellation of said contract.

II. COST AND DELIVERY OF PURCHASED SERVICES:

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 rates of payment do not reflect any administrative or program costs assignable to private pay or third-party pay service recipients.

Addendum D: Transitional Case Management Services and Children's Targeted Case Management services

Todd County authorizes Northern Pines Mental Health Center, Inc., for the purpose of providing Children's TCM and transition services to adults aged 18-21 under the rules of Children's Mental Health Case Management procedure codes, to be billed under Adult Mental Health Case Management procedure codes at the rate established for children's mental health, throughout calendar year 2014.

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):	

Title (for publication with the Agenda): Central MN Council on Aging Grant Contract	
Date of Meeting: Dec 27, 2013	Total time requested: 5
Department Requesting Action: HHS	
Presenting Board Action/Discussion at Meeting: Cheryl Schneider	
Background <input type="checkbox"/> Supporting Documentation enclosed	
The Central MN Council on Aging has awarded a grant to Todd Co HHS to continue funding for the Sr Public Health Nurse Clinics. Services such as BP checks, medication review, health symptom and education, referral , and foot care services are provided.	
Options <input type="checkbox"/> Supporting Documentation enclosed	
Recommendation <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
To accept the Central MN Council on Aging Grant effective Jan 1, 2014- Dec 31, 2014.	
Financial Implications: \$11,660	Comments
Funding Source: grant revenue	
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:

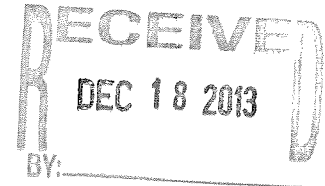
Seal



1301 W St. Germain St., Suite 101
St. Cloud, Minnesota 56301-2345
(320) 253-9349
(320) 253-9576 FAX
www.cmcoa.org

December 17, 2013

Nancy Jares
Todd County Public Health
119 – 3rd Street South
Long Prairie, MN 56347



Dear Ms. Jares,

Enclosed you will find the contract documents for the 2014 Older Americans Act contract for Title III-D service based upon board approval. There are three copies enclosed for signature. **Please sign all three copies, return two to the Central MN Council on Aging by Friday, December 27, 2013, and keep one copy for your files.** Please also complete the “Signature Authority Page” by designating who within your project has the authority to sign for particular project activities and return that along with your signed contracts. The Signature Authority Page must be signed at the bottom by the party that is authorized to give staff authority to sign for contracts/funding.

We look forward to working with you in 2014 to continue the provision of service to seniors in Central Minnesota. If you have questions, feel free to call Amanda Schindele or me at 320-253-9349.

Sincerely,

Lori Vrolson
Executive Director

NOTIFICATION OF CONTRACT AWARD UNDER FEDERAL ASSISTANCE

CONTRACT AWARD UNDER THE OLDER AMERICANS ACT Funded through the Central MN Council on Aging	PROJECT IDENTIFICATION NUMBER: 315-14-003D-002 CFDA #: 93.044 Title III-D
Name, Address, and Phone Number of Applicant Organization Todd County Public Health 119 3 rd Street South Long Prairie, MN 56347	Address at which proposed office will be located: Same and various screening locations throughout county
Name of Applicant Organization Director: Cheryl Schneider County(s) in Service Area: Todd	Name of Director, Supervisor, or Coordinator: Nancy Jares Nancy.Jares@co.todd.mn.us Project Year for which funds are herein requested: Beginning <u>1-1-14</u> and Ending <u>12-31-14</u>

B. COMPUTATION OF FUNDS REQUESTED

1. TOTAL COST	\$35,015
2. LESS: Participant Contributions	\$2,700
Client Cost Share	\$0
Interest, Other Income and Other Non-Federal Cash	\$20,655
3. NON-FEDERAL COST	\$0
4. NET FEDERAL COST	\$11,660
5. NUMBER OF UNITS PROVIDED	450 hours of client service of Health Assessment
6. FEDERAL COST PER UNIT	\$25.91 per hour of client service of Health Assessment

C. TERMS AND CONDITIONS

It is understood and agreed by the undersigned that: 1) funds granted as a result of this request are to be expended for the purposes set forth herein and in accordance with all applicable laws, regulations, policies, and procedures of this state, the Minnesota Board on Aging and the Administration on Aging of the U.S. Department of Health and Human Service; 2) any proposed changes in the contract as approved will be submitted in writing by the applicant and upon notification of approval by the Area Agency on Aging shall be deemed incorporated into and become a part of this agreement; 3) the attached assurances of compliance with the Department of Health and Human Services regulations issued pursuant to Title VI of the Civil Rights Act of 1964 applies to this proposal as approved; and 4) funds awarded by the Area Agency on Aging may be terminated at any time for violation of any terms and requirements of this agreement.

Name and Title of Individual Authorized to Commit Applicant Organization to this Agreement _____	_____ (Signature) (Date)
---	--

Sign and return these 2 contracts and Signature Page to CMCOA

**PURCHASE OF SERVICE AGREEMENT
FOR PROGRAMS
UNDER TITLE III OF
THE OLDER AMERICANS ACT OF
1965 AS AMENDED**

TERMS AND CONDITIONS FOR CONTRACT # 315-14-003D-002

THIS AGREEMENT is made and entered into by and between the Central MN Council on Aging (hereinafter referred to as the "CMCOA") and Todd County Public Health, a non-profit corporation or Governmental Entity (hereinafter referred to as the "Contractor") located at: 119 3rd Street South, Long Prairie, MN for Services during 2014.

WITNESSETH:

WHEREAS, the CMCOA, designated as the Area Agency on Aging for the Central Planning and Service Area (PSA) which comprises the counties of Benton, Cass, Chisago, Crow Wing, Isanti, Kanabec, Mille Lacs, Morrison, Pine, Sherburne, Stearns, Todd, Wadena, and Wright;

WHEREAS, the CMCOA desires to purchase a Services Program for older adults (hereinafter called "Project"), and to engage the Contractor to perform services by way of identifying and responding to the needs of eligible older persons in the Central (PSA) on behalf of the CMCOA, in the county of Stearns;

WHEREAS, all services are to be performed in accordance with regulations governing Title III of the Older Americans Act and standards and policies of the Minnesota Board on Aging (MBA) and the CMCOA;

WHEREAS, the Contractor has demonstrated previous experience or capacity in the delivery of services for older adults living in community-based settings, has established cooperative working relationships with other community agencies, and is ready, willing and able to undertake the same;

WHEREAS, the CMCOA hereby engages the Contractor, and the Contractor hereby agrees to perform all the services hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1. TERMS OF CONTRACT

- a) The terms of this contract shall be January 1, 2014 through December 31, 2014, unless sooner terminated pursuant to this Agreement.
- b) Contract is effective on the date stated above or the date of the last signature under Article 11 of this document, whichever is later.

ARTICLE 2. SCOPE OF SERVICE

- a) The Contractor shall provide the type and level of services as specified in the Request for Proposal (RFP) and all Appendices attached thereto submitted by June 25, 2013 and on file at the

CMCOA offices at: 1301 West St. Germain, Suite 101, St. Cloud, MN, 56301 which is incorporated by reference and made a part of this agreement, and was approved by the CMCOA Board of Directors according to the October 2013 Board meeting minutes.

- b) The Contractor agrees to conform with all policies and standards specified in the RFP and all Appendices attached thereto in which takes precedence, and as further detailed in the MBA Operations Manual and the CMCOA Grantee Manual.
 - (1) Services must be implemented according to these standards unless a temporary or permanent waiver of compliance has been granted by the CMCOA.
 - (2) The Contractor shall obtain prior approval from the CMCOA for any programmatic changes and contract revisions.

- c) The federal Older Americans Act Sec. 306 (a)(4)(A), requires Title III services to be targeted to older individuals further defined as an individual who is 60 years of age or older, with special emphasis on:
 - (1) older individuals residing in rural areas; (“rural” means any area that is not defined as urban. Urban areas comprise (1) urbanized areas (a central place and its adjacent densely settled territories with a combined minimum population of 50,000) and (2) an incorporated place or a census designated place with 20,000 or more inhabitants;
 - (2) older individuals with greatest economic need (with particular attention to low-income minority individuals and older individuals residing in rural areas); (“greatest economic need” means the need resulting from an income level at or below the poverty line);
 - (3) older individuals with greatest social need (with particular attention to low-income minority individuals and older individuals residing in rural areas); (“greatest social need” means the need caused by non-economic factors, which include:
 - i. physical and mental disabilities;
 - ii. language barriers; and
 - iii. cultural, social, or geographical isolation, including isolation caused by racial or ethnic status, that
 - 1. restricts the ability of an individual to perform normal daily tasks;
 - 2. threatens the capacity of the individual to live independently.
 - (4) older individuals at risk for institutional placement; (“at risk for institutional placement” means having a limitation in at least 2 of the Activities of Daily Living)
 - (5) older individuals with severe disabilities;
 - (6) older individuals with limited English proficiency;
 - (7) older individuals with Alzheimer’s disease and related disorders with neurological and organic brain dysfunction (and the caretakers of such individuals).

- d) The Contractor must provide service to individuals who meet target population criteria, as specified above. Services must be provided to minority elderly in at least the same proportion as they are to the elderly population of the service area.

- e) The Contractor shall conduct assessments as warranted for recipients of services. Contractors will utilize the state developed, evidence informed Live Well At Home Rapid Screening tool to identify clients at high risk of facility placement and provide follow-up information on ways to mitigate risk of facility placement or provide referral to Senior LinkAge Line® for such information. Contractors may obtain a waiver from CMCOA if they prefer to use other screening

tool. III-E Caregiver Consulting contracts: Caregiver Consultants will conduct a caregiver comprehensive caregiver assessment on those caregivers receiving ongoing support. This assessment can be met by using TCARE® (Tailored Caregiver Assessment and Referral), or another evidence-based caregiver assessment process, the MBA Title III-E Caregiver Minimum Assessment or an agency-based caregiver assessment that meets state requirement. Information regarding the state requirements can be found in the Minnesota Board on Aging's Information Memorandum #12-13 Dated September 6, 2013. Any contract using an assessment other than TCARE® or the MBA Title III-E Caregiver Minimum Assessment must be sent to CMCOA and approved prior to contract approval.

- (1) The use or disclosure by any party of information concerning an eligible client in violation of the Minnesota Government Data Practices Act, or other Minnesota or Federal privacy laws for any purposes not directly connected with the administration of the Contractor's responsibility, is prohibited except with written consent of such eligible participant or his/her guardian, or as required by law.
 - (2) Contractors or Subcontractors may disclose information to each other, to the CMCOA or the MBA for purposes directly connected with the administration of their programs, except as prohibited by law. This includes, but is not limited to determining eligibility, providing a service and participating in an audit; provided further that, a Contractor or its Subcontractors shall disclose information for the NAPIS (National Aging Program Information System) and for research, statistical, monitoring and evaluation purposes conducted by appropriate federal and state agencies and the CMCOA.
- f) The Contractor will comply with the appendices attached to this contract including:
Appendix A - General Contracting Requirements
Appendix B - Service Definitions being contracted for
Appendix C - Assurances for Disaster/Pandemic Planning, Implementation and Recovery
- g) The Contractor agrees to comply with the Assurances of Compliance and Certifications Required by Federal Law and General Assurances H.(1)-(6) submitted with the original proposal including Title VI of the Civil Rights Act of 1964 and Sec. 504 of the Rehabilitation Act of 1973. The Civil Rights Complaint Procedure must be posted at all public sites and made available to all recipients.
- h) The Contractor will work with other Title III service providers within the geographic service area, to identify clientele in need of service, to provide information and linkages to appropriate services and ensure that a comprehensive coordinated system of service is available to older people.
- (1) Organizations must be able to document coordination efforts, including agreements/protocols.
 - (2) Evidence of referral protocols must be submitted with second quarter reports and maintained on file for CMCOA review.
- i) The Contractor shall utilize older persons in positions of employment and as volunteers in various aspects of the Project, whenever possible and include older persons, including program participants in decisions relative to service design, delivery and an ongoing quality improvement

process.

- j) Contractors will conduct ongoing monitoring of service quality and consumer satisfaction. Methods of receiving consumer input on the design and delivery of services need to be intact and utilized on a regular basis, including, but not limited to project councils, surveys, customer cards and suggestion boxes.
- k) In accordance with Section 315(a) of the Older Americans Act, projects will provide each recipient with an opportunity to voluntarily contribute to the cost of the service for the Title III Services requiring cost share as listed below. Title III Projects cannot deny any service for which funds are received under the Older Americans Act due to their failure to make a cost sharing payment. Cost sharing is required for all OAA services under Title III-B, III-D and III E as detailed with the exception the list below who must only be given the opportunity to contribute to the cost of service. The recommended level of cost sharing is 50%. The method of cost sharing is a sliding fee scale based solely on a confidential declaration of income and with no requirement for verification and the cost of delivering services and is presented and explained to clients at initiation of service delivery during assessment process. The sliding fee scale shall be submitted to CMCOA for approval prior to implementation and due no later than February 28, 2014. CMCOA will work with projects for implementation after approval. Title III Projects will establish appropriate procedures to safeguard and account for all client cost share contributions and use all collected client cost share contributions to expand the service for which the contribution were given. Variations to the sliding scale provided by CMCOA that comply with the intent of the policy and encourage financial contributions by users are allowed with CMCOA approval.

Title III Services requiring cost share	Services without Cost Share	Services Not Permitting Client Cost Share
Counseling (Support Planning)	Health Assessment	Information and Assistance
Assisted Transportation	Health Promotion	Legal Assistance
Chore	Medication Management	Nutrition (Congregate and HDM)
Homemaker	Legal Education	
Caregiver Coach	Transportation	
In-home/Group Respite	Caregiver Education	

- l) The Contractor shall include on all printed materials the following phrase “Funded under contract with the Central MN Council on Aging as part of the Older Americans Act Program.” The Contractor must send out a press release announcing the funding received for their services from CMCOA through the Older Americans Act by the end of the first month of the contract. Evidence of press release must be submitted with first quarter reports and maintained on file for CMCOA review.
- m) All Chronic Disease Self-Management Program [CDSMP] workshops are required to be titled and identified as **“Living Well with Chronic Conditions”** The Contractor shall include on all printed Living Well with Chronic Conditions materials the following phrase “ An Evidence –Based Self–management Stanford Workshop developed at Stanford University.” “Licensing provided through the Central MN Council on Aging”.

n) For all evidence-based/evidence informed workshops, including but not limited to:

- A Matter of Balance
- Living Well with Chronic Conditions
- Chronic Pain Self-Management
- Diabetic Self Management
- Tai Chi
- Stepping On
- Powerful Tools for Caregivers

the Contractor will submit on a CMCOA pre-approved form at a minimum of **4 weeks in advance of session** all pertinent information including date, time, location, cost and contacts of workshops for publication on CMCOA or state sponsored website.

- o) The **minimum** number of registered participants for any evidence –based self –management Stanford Workshop developed at Stanford University which is funded and paid for under Older Americans Act contracts is 10 registered participants.
- p) The Contractor shall submit to CMCOA the appropriate surveys/evaluations that go with each evidence-based workshop as well as the attendance sheet at end of every series.
- q) The Contractor shall meet with CMCOA staff to review project operations, as needed and shall grant CMCOA personnel access to program records, front-line staff and project clients.
- r) The Contractor and its sub-contractors will participate in training programs, technical assistance and coordination meetings and health promotion campaigns, as requested by the CMCOA or the MBA.
- s) The Contractor shall record and maintain in writing all complaints received regarding services provided under this Agreement and the action taken to resolve the complaints. If a client is dissatisfied with a response to a complaint by the Contractor, the client may request an investigation of findings by the CMCOA, and if necessary MBA staff.
- t) The Contractor shall establish a system through which applicants for and recipients of services under this Contract may present grievances about the activities of the Contractor or any Subcontractor(s) related to service delivery. The system shall provide applicants and recipients with an informal hearing before representatives of the Contractor.
- u) The Contractor assures that no person or agency has been employed or retained on a contingent fee for the purpose of seeking or obtaining this Agreement. This does not apply to legitimate employees or an established commercial or selling agency maintained by the Contractor for the purpose of securing business. In the event of breach of this clause by the Contractor, the CMCOA may at its discretion:
- (1) Annul this Agreement without any liability; or
 - (2) Deduct from the Agreement price or consideration or otherwise recover the full amount of any such contingent fee.

- v) The Contractor assures that the services they are providing as an agency are included or will be registered in the MinnesotaHelp.info database of services for seniors in the State of MN. CMCOA staff will send instructions on process. Evidence of registration must be submitted with first quarter reports and maintained on file for CMCOA review.
- w) Effective January 1, 2014, DHS will require a 245D license for some home and community-based services provided to people with disabilities and those ages 65 and older. These services were previously unlicensed or are developmental disability services licensed under Chapter 245B. A copy of your 245D license or documentation regarding organizations' exclusion from requirement must be supplied with 1st Quarter documentation. For more information regarding the 245D license call the MHCP Provider Call Center at 651-431-2700 or 1-800-366-5411 or visit the following web-site:
http://www.dhs.state.mn.us/main/idcplg?IdcService=GET_DYNAMIC_CONVERSION&RevisionSelectionMethod=LatestReleased&dDocName=dhs16_177427
- x) The Contractor assures that they will consistently work with the focal points of the community where they provide services to ensure outreach for clients to other providers. Focal points include area Senior Centers, County offices, the Central MN Council on Aging, including the Senior LinkAge Line[®] and RSVP offices.
- y) The contractor agrees that all services being reimbursed through federal Title III or State of MN Legislative funds shall not be reimbursed through any other funding source in whole or in part including federal or state waiver funding, Medicare or private insurance funding.

ARTICLE 3. COST OF SERVICES

- a) The total budget for the Project shall be as specified on the most recently revised budget signed by the contractor which is incorporated by reference and made a part of this agreement and is on file at the CMCOA offices.
- b) The federal funds to be paid for CY 2014 purchased services shall not exceed \$11,660 of Federal Title III-D funds.
- c) The Contractor shall provide a minimum of 0% in non-federal cash and/or in-kind matching funds of Project's net costs. Written verification shall be provided at the time of billing.
- d) The contract is based on a federal unit cost of:
 \$25.91 per hour of service for a proposed 450 hours of service of Health Assessment. The unit cost includes all costs associated with the service as reflected in the most recently submitted budget pages.
- e) The Contractor assures that funds under this contract do not replace or supplant funds available to the Contractor or Subcontractor(s) from other sources.
- f) The Contractor shall obtain prior approval for changes in the amount of funds for capital items

according to Appendix A, General Contracting Requirements. If any line item in the approved budget changes by an amount of 10% or greater, the Contractor will submit a revised budget for approval of actual costs to the project.

ARTICLE 4. REPORTING AND REIMBURSEMENT

- a) In no event shall the total Project funds available under this Agreement exceed the sum of \$11,660 of Federal Older Americans Act funds for the service.
- b) The Contractor shall provide a minimum of 0% in match resources which are duly recorded and applied to the provision of services stipulated in the scope of services. Written verification should be provided to the CMCOA at the time of quarterly billing. The Contractor shall generate no less than \$0 in Non-Title III cash and in-kind resources subject to Article 3c above and as outlined in the most recently submitted budget pages signed by the contractor, which are incorporated by reference and made part of this agreement.
- c) It is understood that the contract payment is contingent upon availability of funds through Title III of the Older Americans Act or state nutrition funds from the Minnesota Legislature. Should reductions in funds or project income occur, the CMCOA has the right to reduce the amount of federal funds awarded.
- d) Reimbursement for services shall include quarterly cash reimbursements based on the previous quarter's eligible units of service for contracts or eligible incurred expenses for grants as detailed on forms provided.
- e) The Contractor shall submit by the tenth day of each month following the end of a quarterly period the Quarterly Request for Payment to report all units of service delivered in the previous quarter as well as income received as a result of provisions of each Project service. Reimbursement shall be based on the reported actual units of service times the applicable service unit rate as reflected in Article 3(d) above.
 - (1) Services must meet all applicable standards and definitions in the Contract and Appendices to qualify for reimbursement.
 - (2) In no event shall reimbursement of service exceed the total annual budget for the service, regardless of the number of service units provided by the Contractor.
 - (3) If reports are not received by the due date, the CMCOA or its assigns retains the right to withhold reimbursement to the Contractor until such time they are received, or the following quarter, whichever is later.
- f) The federal share of the project cost is earned only when the cost is accrued and the local non-federal share of the cost has been contributed. Receipt of federal funds does not constitute earning of these funds.
- g) The Contractor shall maintain records of all non-federal matching contributions and shall submit such calculation with the quarterly report to the CMCOA.
- h) The Contractor shall be responsible for the collection and deposit of all project income. Such income shall be reported on a quarterly basis to the CMCOA.

- i) Income generated as a result of the federal award must be applied to the cost of service and used to expand the services.
- j) The Contractor agrees to maintain a separate depository for these federal/state funds provided under this Agreement and income generated by the Project or have fund accounting software to keep funds separate. The funds shall not be commingled with funds received under any other agreement.
- k) The Contractor shall provide quarterly and accumulated year-to-date financial and statistical reports and narrative information on prescribed forms. These reports are due the 10th day of the month following the end of the quarter and are due on April 10th; July 10th; October 10th; and January 10th. The contractor will provide other report information as requested by CMCOA.
- l) The Contractor will submit final financial and final persons served report for services delivered in the contract year within 90 days after the end of the contract year.
- m) The Contractor will adhere to the reporting requirements under the Service Definitions, as detailed in Appendix B. All services stated as "Registered" on the service definitions require client registration and collection of client characteristic information. The Contractor agrees to submit all client registrations for NAPIS registered services to the CMCOA by the tenth day of each month on the most current NAPIS forms for the previous month either in hard copy documents, or electronically through NAPIS specified software.
- n) The Contractor, if funded through Title III-B and/or Title III-E agrees to complete the Minnesota Board on Aging mandated Caregiver survey of all clients that receive caregiver services. Survey instructions will be sent to the Contractor by the CMCOA.

ARTICLE 5. SUBCONTRACTING

- a) The Contractor shall not enter into subcontracts for any of the work contemplated under this agreement without written notification and prior approval of the CMCOA. All subcontracts shall be subject to the requirements of this contract and shall be submitted to the CMCOA. The Contractor shall be responsible for the performance, monitoring and compliance of any and all subcontractor(s) according to the contract terms.
- b) All income generated through subcontracts shall be applied to the cost of service and used to expand services.
- c) The Contractor shall obtain a signed certification from each Subcontractor prior to engaging in service. The Contractor shall submit copies of all signed Subcontractor Certification Forms *and* sub contracts to CMCOA by the end of the first quarter.

ARTICLE 6. REPROGRAMMING AND FINAL RATE ADJUSTMENT

- a) The CMCOA will automatically undertake a review of the unit rates contained in this agreement during the seventh month of the contract period should the actual performance substantially vary from the contract budget. CMCOA will not amend contract units without the contractor's

written request.

- b) The Contractor shall have the opportunity to request reprogramming of the service units stipulated in the contract agreement. This written request must be made by the end of the seventh month (July) of the calendar year by submitting:
 - (1) a letter of request,
 - (2) a revised budget detailing requested change in unit numbers only and no increase in the amounts of any unit rate or the final federal award, and;
 - (3) verification by email that CMCOA has received request.
- c) Reprogramming shall entail transferring service funds from one service to another with corresponding increase (decrease) in annual service units. In no event shall reprogramming result in an increase in the total Project federal funds. In cases where the CMCOA determines that units substantially varied because of poor performance by the Contractor, the Contractor shall develop an action plan to improve performance over the last six months of the contract period.

ARTICLE 7. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

- a) The CMCOA shall own all rights, title and interest in all of the materials conceived or created by the Contractor, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this contract, including NAPIS data and software, client intake forms for NAPIS, any reports including health department inspections and licenses, art work, documents, other software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form.

ARTICLE 8. AUDIT AND RECORD DISCLOSURES

- a) The Contractor agrees to maintain all records and use all forms required by the CMCOA for the purpose of adequate monitoring and assessment of Project performance.
- b) In addition, the Contractor will comply with requests from the CMCOA for reports and surveys other than indicated, as they become necessary.
- c) The contractor shall be aware that all data and public information relevant to the services funded under this contract with federal dollars shall be available for review and distribution to the general public except as prohibited by law and upon proper request of CMCOA for such materials.
- d) The Contractor shall maintain such books, records, documents and other evidence which sufficiently and properly reflect all costs associated with the Project budget expended in the performance of this Agreement. The Contractor shall adopt and maintain all required bookkeeping and accounting procedures/practices which are necessary to account for actual service unit costs.
- e) The Contractor shall allow personnel of the CMCOA access to records at reasonable hours in order to exercise their responsibility to monitor the services.

- f) The contractor agrees that as a sub recipient of Title III federal financial assistance, the contractor is subject to audit requirements under OMB Circular A-133 and Government Audit Standards which state the following: “organizations receiving total federal funds of \$500,000 or more, will complete an annual audit in accordance with the Single Audit Act of 1984 as amended in 1996, and the revised OMB Circular A-133 dated June 24, 1997.” For organizations receiving total federal funds of less than \$500,000 an annual agency audit will be provided to CMCOA that includes a “Statement of Functional Expenses” by program and fund source as well as including in-kind expenses and revenue as a separate line item within said schedule or as a footnote.
- g) The Contractor shall be responsible for annual audits to be completed and submitted within 180 days following the end of the project year.
- h) Audit costs associated with an A133 audit only are an allowable federal cost under the terms of this agreement.
- i) The audit will verify, at a minimum, allowable expenses and income receipts during the contract period relative to the performance of each service and how many service units were provided. To the extent the Contractor's reimbursements during the contract period exceed the documented and allowable expenses identified by the audit, the CMCOA will require repayment by the Contractor of the excess payments made to the Contractor.
- j) The Contractor shall maintain records at their physical facility for a minimum of six years following closeout for audit purposes.

ARTICLE 9. BONDING, INDEMNITY AND INSURANCE CLAUSE

- a) **BONDING.** The Contractor shall obtain and maintain at all times, during the terms of this agreement, a fidelity bond covering the activities of its personnel authorized to receive or distribute monies in an amount equivalent to the award.
- b) **INDEMNITY.** The Contractor does hereby agree that it will at all times hereafter, during the existence of this agreement, indemnify and hold harmless the CMCOA, its agents and employees from any and all liability, loss, damages, costs, or expenses which may be claimed against the CMCOA or Contractor:
 - (1) by reason of any service participant'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 being transported to or from said premises in any vehicle owned, operated, leased, chartered or otherwise contracted for by the Contractor or any officer, agency, or employee thereof;
 - (2) by reason of any service participant's causing injury to, or damage to the property of another person during any time when the Provider or any officer, agency or employee thereof has undertaken or is furnishing the care and service called for under this agreement.
- c) **INSURANCE.**

- a. The Contractor shall not commence work under the contract until they have obtained all the insurance described below. All policies and certificates shall provide that the policies shall remain in force and effect throughout the term of the grant contract.
- b. The Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies. Please note, Community Action Agencies, and other municipal entities specified in Minnesota Statutes 2009, section 466.01, are held to different liability insurance limits, as outlined in Minnesota Statutes 2009, section 466.04.
 - i. **Workers' Compensation Insurance:** Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Insurance **minimum** amounts are as follows:
 - \$100,000 – Bodily Injury by Disease per employee
 - \$500,000 – Bodily Injury by Disease aggregate
 - \$100,000 – Bodily Injury by Accident
 - ii. **Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the grant contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance **minimum** amounts are as follows:
 - \$2,000,000 – per occurrence
 - \$2,000,000 – annual aggregate
 - \$2,000,000 – annual aggregate – Products/Completed Operations
 The following coverages shall be included:
 1. Premises and Operations Bodily Injury and Property Damage
 2. Personal and Advertising Injury
 3. Blanket Contractual Liability
 4. Products and Completed Operations Liability
 5. Other; if applicable.
 6. CMCOA named as an Additional Insured
 - iii. **Commercial Automobile Liability:** Contractor is required to maintain insurance protecting the Contractor from claims for damages for bodily injury as well as from claims for property damage resulting from ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this grant contract, and in case any work is subcontracted the Contractor will require the subcontractor to provide Commercial Automobile Liability. Insurance **minimum** amounts are as follows:
 - \$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage
 In addition, the following coverages should be included: Owned, Hired, and Non-owned Automobile
 - iv. **Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance (if applicable)**
 This policy will provide coverage for all claims the Contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or

omission related to Contractor's professional services required under the contract.

Contractor is required to carry the following **minimum** amounts:

\$2,000,000 – per claim or event

\$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of the Contractor and may not exceed \$50,000 without the written approval of CMCOA. If the Contractor desires authority from CMCOA to have a deductible in a higher amount, the Contractor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that CMCOA can ascertain the ability of the Contractor to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this contract and the Contractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If the Contractor discontinues such insurance, then extended reporting period coverage must be purchased to fulfill this requirement.

v. **Blanket Employee Theft/Employee Dishonesty Insurance.**

Contractor is required to obtain a blanket employee theft/employee dishonesty policy in at least the total amount of the first year's grant award as either an addendum on its property insurance policy, or if it is not feasible to include it as an addendum to a property insurance policy, as a stand-alone employee theft/employee dishonesty policy. CMCOA will be named as both a joint payee and a certificate holder on the property insurance policy addendum or on the stand-alone employee theft/employee dishonesty policy, whichever is applicable. Only in cases in which the first year's grant award exceeds the available employee theft/employee dishonesty coverage may Contractors provide blanket employee theft/employee dishonesty insurance in an amount equal to either 25% of the yearly grant amount, or the first quarterly advance amount, whichever is greater. Upon execution of a grant contract, the Contractor must furnish the CMCOA with a certificate of employee theft/employee dishonesty insurance.

c. **Additional Insurance Conditions:**

- i. Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to CMCOA with respect to any claim arising out of Contractor's performance under this contract;
 - ii. Contractors' policy(ies) and Certificates of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled or non-renewed without at least thirty (30) days advanced written notice to CMCOA ;
 - iii. Contractor is responsible for payment of contract related insurance premiums and deductibles;
 - iv. If Contractor is self-insured, a Certificate of Self-Insurance must be attached;
 - v. Include legal defense fees in addition to its liability policy limits, with the exception of G.2.d. above; and
 - vi. Obtain insurance policies from an insurance company having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better and must be authorized to do business in the State of Minnesota.
- d. CMCOA reserves the right to immediately terminate the contract if the Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Contractor. All insurance policies must be open to inspection by

CMCOA, and copies of policies must be submitted to CMCOA authorized representative upon written request.

ARTICLE 10. CONDITIONS OF THE PARTIES' OBLIGATIONS

- a) It is understood and agreed that in the event that the payment from state and federal sources is not obtained and continued at an aggregate level sufficient to allow for the purchase of indicated quantity of Services, the obligation of each party hereunder may be renegotiated.
- b) This agreement may be cancelled by either party at any time, with or without cause, upon 60 days written notice to the other party. In the event of such a cancellation, the Contractor shall be entitled to payment, determined on a pro-rated basis, for work services satisfactorily performed through the date of cancellation.
- c) Before the termination date specified in Article 1(a) of this agreement, an evaluation of the performance of the Contractor in regard to terms of this agreement shall be conducted.
- d) Any alterations, variations, modifications or waivers of provisions of this agreement shall be valid only upon prior approval upon both parties and 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, nor shall the Contractor do any work or furnish any material not covered by the agreement, unless this is approved in writing by the CMCOA. 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.
- g) Authorized Agent(s) for the Contractor: Cheryl Schneider, Director
Authorized Agent(s) for the CMCOA: Lori Vrolson, Executive Director
- h) Assignment
The Contractor shall not assign or transfer any rights or obligations under this contract without prior written approval of the CMCOA. The Contractor, by signing this Agreement, acknowledges and agrees to the CMCOA's administrative oversight responsibilities (including, but not limited to, payments, financial and statistical reporting and day-to-day operational issues).

ARTICLE 11. AUTHORIZATION

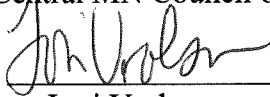
1. Entire Agreement. It is understood and agreed that the entire agreement of the parties is contained of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements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

IN WITNESS WHEREOF, the CMCOA and the Contractor have executed this agreement.
APPROVED:

I. Contractor Authorized Agent

By: _____
Name: _____
Title: _____
Date: _____

II. Central MN Council on Aging

By:  _____
Name: Lori Vrolson
Title: Executive Director
Date: December 16, 2013



**ADDITIONAL TERMS AND CONDITIONS FOR
CONTRACT #315-14-003D-002
FOR THE PERIOD OF:
JANUARY 1, 2014 THROUGH DECEMBER 31, 2014**

1. None

**SIGNATURE AUTHORITY FOR 2014
GRANTS AND CONTRACTS FROM THE
CENTRAL MN COUNCIL ON AGING
DATED: _____**

This form will be used to designate signature authority for this organization for all grants and contracts offered by the Central MN Council on Aging for calendar year 2014 with the identified organization.

Please complete by indicating who within the organization is authorized to sign for which of the types of transactions, then have the person authorized to commit the organization to funding approve the signing authority at the bottom. If you are the signer authority, you can not be the designee that autorizes your self to sign.

Name and Address of Contractor/Grantee Organization:

Types of Transactions:

1. Notification of Grant Award/Contract
2. Payment Request/Financial Report
3. Other Official Documents

Transactions Authorized

Nancy Jares (Signature)

1, 2, 3

Nancy Jares R.N., P.H.N. (Typed Name and Title)

Transactions Authorized

(Signature)

Transactions Authorized

(Signature)

(Typed Name and Title)

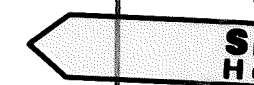
Designee (Lead Agency Director/Fiscal Host Director/Board Chair) authorized to committ applicant to funding.

(Signature)

(Date)

(Name and Title)

CMCOA (12/13)



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):	

Title (for publication with the Agenda): Approve Tobacco License Applications	
Date of Meeting: December 29, 2013	Total time requested:
Department Requesting Action: Todd County Health and Human Services	
Presenting Board Action/Discussion at Meeting: Cheryl, Schneider, Director Todd County Health and Human Services	
Background <input type="checkbox"/> Supporting Documentation enclosed	
The Todd County Tobacco Sales and Youth Access Ordinance, effective November 2000, is in accordance with MN and federal laws to regulate the sales of tobacco to decrease youth access to tobacco products, and the referenced Ordinance provides for licensing of establishments to sell tobacco, a retailer education opportunity, compliance checks and appropriate legal consequences. The following establishments have met the requirements for licensing Clarissa Municipal Liquor Store, Clarissa, MN; Don and Dave's Store, Staples, MN; Eagle Valley Express, Clarissa, MN; The Hub Supper Club, Burtrum, MN; Jon's Food Inc, Clarissa, MN; Little Sauk American Legion Post 417, Long Prairie, MN; Saukinac Bar and Grill, Sauk Centre, MN; Shipwrex on Mound Lake, Burtrum, MN; Sidewalk Bar and Grill Inc., West Union, MN; Seven Oaks Express, Bertha, MN.	
Options <input type="checkbox"/> Supporting Documentation enclosed	
Recommendation <input type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
Financial Implications: \$	Comments
Funding Source:	
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

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:	
Seal	

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):	

Title (for publication with the Agenda): Signature Authority for Renovation Committee to Jena Peterson	
Date of Meeting: Dec 27, 2013	Total time requested: 5
Department Requesting Action: HHS	
Presenting Board Action/Discussion at Meeting: Cheryl Schneider	
Background <input checked="" type="checkbox"/> Supporting Documentation enclosed	
The Todd County Board of Commissioners previously gave approval for Cheryl Schneider to sign the Renovation Committee documents. Due to C Schneider's retirement effective Dec 30, 2013, the Renovation Committee requests that Jena Peterson, Unit Manager for HHS Administration Services be authorized to sign the construction/renovation documents. The Renovation committee's decisions are limited to maximum of \$10,000 change in the project and documents are signed after the committee's discussion.	
Options <input type="checkbox"/> Supporting Documentation enclosed	
Recommendation <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
To authorize Jena Peterson to sign the Renovation Committee documents on behalf of Todd County.	
Financial Implications: \$ none	Comments
Funding Source:	
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

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:	
Seal	

Warrants for Publication

Payment Date:

Approval Date:

<u>Vendor name or #</u>	<u>Amount</u>
CORPORATE HEALTH SYSTEMS INC	2,119.37
DHS	24,982.81
DHS - MSOP - MN SEX OFFENDER PROGRAM	6,900.60
HORMEL FOODS BENEFIT SERVICES	2,502.58
V #12043	2,205.00
PERISH/ALAN	3,061.11
ROY-HETLAND FUNERAL HOME	4,200.00
RURAL MN CEP INC	21,550.45
TODD COUNTY MIS DEPT	16,185.60
US POSTAL SERVICE	5,609.00
136 PAYMENTS LESS THAN 2000	29,264.20
Final Total	118,580.72

Warrants for Publication

Payment Date:

12/27/2013

Approval Date:

12/27/2013

Vendor name or #

Amount

CATHOLIC CHARITIES	\$2,311.14	
COMMUNITY & FAMILY SRVS LLC	\$10,722.72	
DHS	\$11,277.32	
DHS - ALEXANDRIA CBHH 491	\$3,459.00	
#4453	\$4,680.00	foster care provider
FAMILY & COSMETIC GENTLE DENTISTRY	\$2,060.40	
FRESHWATER EDUCATION DIST	\$3,000.00	
HEARTLAND GIRLS RANCH	\$4,576.00	
KINDRED FAMILY SRVS	\$10,946.70	
MERIDIAN SERVICES INC	\$2,095.69	
NORTHERN PINES MENTAL HLTH CTR	\$7,093.78	
PINEHAVEN YOUTH AND FAMILY SRVS INC	\$15,963.30	
PRODUCTIVE ALTERNATIVE INC - FERGUS	\$6,097.48	
TINIUS PHD PA/TIM	\$2,437.50	
TODD COUNTY DAC	\$8,513.11	
WEST CENTRAL REG JUVENILE CTR	\$3,093.75	

\$ 23,280.46 Pymts less than \$2000

Final Total

\$121,608.35