

TODD COUNTY BOARD OF COMMISSIONERS

Health and Human Services Board Meeting Agenda

Date: November 25, 2014

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 October 28, 2014 Meeting Minutes	9:04
5	General	9:05
5.1	Review of Volunteer Driver Program	
5.2	MN Rural CEP Updated Budget for 2015	
5.3	Purchase Service Agreement with Morrison County CSPA	
5.4	Mnsure Update	
5.5	Todd County DAC Rate Variance Update	
5.6	Update on 2015 Mental Health Grant	
5.7	2015 Contract with Northern Pines Mental Health Center	
5.8	Purchase Service Agreement with Parent Ed Services - Alexandria	
5.9	Student Intern Agreement	
5.10	Governor's Task Force on the Protection of Children	

6 Claims

Adjourn

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 October 28, 2014 Meeting Minutes	
Date of Meeting: November 25, 2014	Total time requested: 2 min
Department Requesting Action: Administration	
Presenting Board Action/Discussion at Meeting: Denise Gaida	
Background <input checked="" type="checkbox"/> Supporting Documentation enclosed	
October 28, 2014 Health & Human Services Meeting Minutes attached	
Options <input type="checkbox"/> Supporting Documentation enclosed	
Recommendation <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
Approve Meeting Minutes from October 28, 2014 as read	
Financial Implications: \$	Comments
Funding Source:	
Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No	

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

Signatures STATE OF MINNESOTA } COUNTY OF TODD } I, Denise Gaida, 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
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TODD COUNTY HEALTH & HUMAN SERVICES

Minutes of the Meeting of the Health & Human Services Meeting

October 28, 2014

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 28th day of October, 2014 at 9:00 a.m. with all members present. The meeting was opened with the Pledge of Allegiance.

Approval of Agenda

On motion by Becker and second by Erickson, the following motion was introduced and adopted by unanimous vote: To approve the agenda as presented.

Approval of Minutes

On motion by Neumann and second by Kircher, the following motion was introduced and adopted by unanimous vote: To approve the September 23, 2014 minutes as read.

Introduction of New Staff

Lisa Chapin, Financial Support Services Unit Manager was present and introduced the new employees to their Department. Peggy Freyholtz, Seasonal Energy Assistance processor and Janel Toppari-Sovich, the new Energy Assistance Program Coordinator.

Child Support Department/Supervision

Jackie Weis, Child Support Supervisor from Morrison County was present and gave the past year reports for the employees and reimbursements from the State.

Jackie Och, HHS Director also reported that they have received a resignation of an employee from the Child Support Department and will be having future discussion and looking at maybe reorganization or reassignments of this department.

NACCHO Funding Award

Katherine Mackedanz, Community Planning Unit Manager reported the National Association of County and City Health Officials (NACCHO) have provided funding for the Accreditation Support Initiative (ASI). The ASI is aimed at supporting local public health departments in undertaking accreditation preparation activities. The Morrison-Todd-Wadena Community Health Board has received \$15,000 to implement its Quality Improvement Plan and related strategies across the Community Health Board.

NJPA Innovative Funding Award

Katherine Mackedanz, Community Planning Unit Manager also reported on the Innovative Funding Award. The National Joint Powers Alliance released an Innovative Funding Opportunity for Cities and Counties in Region Five. On September 25th, applications were reviewed and the Morrison-Todd-Wadena Community Health Board application was prioritized for funding. The CHB applied for \$68,000 to implement its Community Health Improvement Plan focused on mental health prevention. Specifically the funds will be used for a public education campaign focused on identifying early signs and symptoms of mental health conditions, training for regional providers, and coordination with healthcare on chronic disease and mental health conditions.

SCHA 2014 Community Reinvestment Program

On a motion by Kircher and second by Neumann the following motion was approved by unanimous vote: To approve the South Country Health Alliance 2014 Community Reinvestment Program funding application. Todd County Health & Human Services along with City of Eagle Bend, Eagle Valley School, Lutheran Social Services, and Todd County Council on Aging plan to apply for South Country Health Alliance 2014 Community Reinvestment Program funding. This application will support the development of a new community kitchen in Eagle Bend which will provide congregate and home delivered meals to residents across Todd and Wadena Counties. It is imperative that a new kitchen be built to meet the growing demands for senior meals and services as well as the regional nutrition needs for residents of all ages. The new kitchen in Eagle Bend will be a central hub serving both current and future South Country Health Alliance members by providing home delivered meals, congregate dining, meals for community organizations (i.e., schools, jails) and providing space for community classes, programs, and economic opportunities for disabled individuals.

Environmental Health Program

Jackie Och, HHS Director reported Michelle Warnberg is the Morrison County Public Health sanitarian staff contracted to implement Todd County's environmental health program. Michelle was unable to attend today's meeting, but will attend one of the upcoming meetings in November, 2014. Michelle will provide an update on the program, discuss recent program changes, and answer any questions.

On a motion by Becker and second by Kircher the following motion was approved by majority vote with Neumann voting against: To approve the 2015 environmental health contract with Morrison County. Todd County Health & Human Services contracts with Morrison County Public Health sanitarian staff to implement its environmental health program. Contract is on file in the Administration office and the HHS Office.

On a motion by Erickson and second by Becker the following motion was approved by roll call vote: Erickson, yes; Becker, yes; Kircher, no, Neumann, no, Kneisl, yes. To accept the 2015 fee schedule for the Environmental Health Program.

Jackie also reported discussion of Environmental Health Draft Ordinance Changes. The Todd County Environmental Health ordinance has been updated to reflect state law and be in alignment with Morrison County. Draft Ordinance is on file in the Administration Office and the HHS Office and will be posted to the County Website and local papers. The Ordinance will then be brought to the November 18, 2014 Commissioner Meeting for final approval.

3rd Quarter Financial Report

Jena Peterson, Administrative Services Unit Manager reported on the 3rd Quarter Financial Report. Reports are on file in the Administration Office and the HHS Office.

South Country Health Alliance Report Investigation

Jackie reported there had been a compliance report investigation received on the volunteer driver program. After 3 month of claims were investigated by SCHA there were no waste or abuse claims and following protocol and gave suggestions for best practice in the future.

Kneisl read a thank you letter from Stephanie Och, Hands of Hope Coordinator, for Todd County's support.

Social Services Fund Warrants

On a motion by Neumann and second by Erickson 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 \$144,073.04.

On a motion by Neumann and second by Erickson, 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 \$127,748.18.

On a motion by Neumann and second by Kircher the meeting was adjourned for the month of October, 2014.

Warrants for Publication

Vendor Name	Amount
BETHANY CHRISTIAN SRVS	\$3,355.00
COMMUNITY & FAMILY SRVS LLC	\$7,644.92
# 4453 Foster Care Provider	\$2,340.00
FRASER CHILD CARE	\$4,216.00
J & J HOLMES INC	\$2,985.34
KINDRED FAMILY FOCUS	\$29,426.68
LUTHERAN SOCIAL SRVS OF MN INC	\$2,723.07
MERIDIAN SERVICES INC	\$9,590.46
NEXUS INC - MILLE LACS ACADEMY	\$3,969.90
NORTHERN PINES MENTAL HLTH CTR	\$26,289.00
NORTHWOOD CHILDRENS SRVS	\$4,063.17
PINEHAVEN YOUTH AND FAMILY SRVS	\$6,623.70
PRODUCTIVE ALTERNATIVES INC	\$3,000.98
TODD COUNTY DAC	\$7,447.86
WOODLAND HILLS	\$10,079.75
Payments less than \$2,000	\$20,317.21
Final Total	\$144,073.04

ANDERSON FUNERAL HOME	\$3,100.00
BELMONT FUNERAL HOME	\$3,500.00
DHS-MSOP-MN SEX OFF PROGRAM	\$7,399.70
DHS-ST PETER RTC	\$13,237.00
DHS-SWIFT	\$12,183.34
MORRISON COUNTY SOCIAL SERVICE	\$2,062.50
PERISH/ALAN	\$3,861.62
RURAL MN CEP INC	\$23,875.07
TODD COUNTY AUDITOR/TREASURER	\$15,096.10
V13188	\$2,898.96

Payments less than \$2,000	\$40,533.89
Final Total	\$127,748.18

Todd County, MN Board Action Form



Action Requested	
<input type="checkbox"/> Action/Motion <input checked="" 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): Review of Volunteer Driver Program	
Date of Meeting: November 25, 2014	Total time requested: 15 min
Department Requesting Action: HHS	
Presenting Board Action/Discussion at Meeting: Katherine Mackedanz, Verna Toenyan	
Background <input type="checkbox"/> Supporting Documentation enclosed	
Review the volunteer driver program provided by Todd County HHS. Staff will provide an update on program statistics, program trends, addressing sustainability, and discuss proposed changes for 2015.	
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"/> Kneisl	<input type="checkbox"/> Kneisl
Second:	<input type="checkbox"/> Kircher	<input type="checkbox"/> Kircher
<input type="checkbox"/> Passed	<input type="checkbox"/> Erickson	<input type="checkbox"/> Erickson
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker

Signatures	
STATE OF MINNESOTA } COUNTY OF TODD }	
I, Denise Gaida, 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): MN Rural CEP, Inc Updated Budget for Calendar Year 2015	
Date of Meeting: Nov 25, 2014	Total time requested: 20 min
Department Requesting Action: HHS	
Presenting Board Action/Discussion at Meeting: Jackie Och/Lisa Chapin/Craig Nathan	
Background <input type="checkbox"/> Supporting Documentation enclosed	
MN Rural CEP, Inc provides employment training and job placement opportunities for persons enrolled in financial support service programs.	
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 MN Rural Cep, Inc Updated Budget effective Jan 1, 2015 - Dec 31, 2015	
Financial Implications: \$	Comments
Funding Source: Cost are paid through a MN DHS grant to Todd County	
Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

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

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Seal	

TODD COUNTY

Exhibit A

MFIP/DWP BUDGET PLAN
Calendar 2015 (1/1/15 - 12/31/15)

MFIP Employment Services	135,455	
DWP Employment Services	44,502	
Administration	20,944	
	<hr/>	
TOTAL	<u>200,901</u>	**

**Includes Family Stabilization Services

Todd County

**MEASURABLE GOALS
For January 1, 2015 through December 31, 2015**

MFIP GOALS

Three-Year Self-Support Index

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

Range of Expected Performance: 73.5% - 82.4%

Work Participation Rate

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

Minimum Goal: 50% or 5% increase over previous year

In WITNESS WHEREOF, the COUNTY and PROVIDER hereby execute this amendment to the MFIP Service Contract

BY _____
Chairperson, County Human Services

DATED _____, 2014

and/or, as preferred by COUNTY

BY _____
Director, County Social Service Agency

DATED _____, 2014

BY _____
Director, Rural Minnesota CEP, Inc.

DATED _____, 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): Purchase of Service Agreement with Morrison County for Child Support Program Supervision	
Date of Meeting: Nov 25, 2014	Total time requested: 5 min
Department Requesting Action: HHS	
Presenting Board Action/Discussion at Meeting: Jackie Och/Lisa Chapin	
Background <input type="checkbox"/> Supporting Documentation enclosed	
On May 1, 2014 Todd county contracted with Morrison County to provide program supervision of the Child Support Unit 12 hours per week.	
Options <input type="checkbox"/> Supporting Documentation enclosed	
Recommendation <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
Approve the contract with Morrison county for up to 12 hours per week of CS program supervision Jan 1, 2015 - Dec 31, 2015	
Financial Implications: \$50/hr	Comments
Funding Source: 11 - Social Services	
Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

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

Signatures	
STATE OF MINNESOTA } COUNTY OF TODD }	
I, Denise Gaida, 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	

**MORRISON COUNTY SOCIAL SERVICES
PURCHASE OF SERVICE AGREEMENT
FOR
TODD COUNTY HEALTH AND HUMAN SERVICES**

Todd County Health and Human Services, hereafter referred to as the “**County**”; and **Morrison County Social Services**, hereafter referred to as the “**Contractor**” enter into this agreement for the period from January 1st, 2015 to December 31st, 2015.

WITNESSETH

WHEREAS, Minnesota Statue 518A and 518C and MN Rules part 9055.0040, establishes the requirements that the county administers child support by working with parents to establish and enforce support orders. The child support program helps:

- Children receive the financial basic support, medical support, and child care support they deserve.
- Families work toward becoming and remaining self-sufficient.
- Parents establish a financial partnership; and

WHEREAS, the County is required to provide the supervision; and

WHEREAS, the Contractor has experience in providing supervision; and

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

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

1. **Contractor’s Duties**

- A. The County agrees to purchase and Contractor agrees to furnish the following:
 1. Professional Services for the supervision of the child support unit;
 2. Consultation and Supervisory review of child support cases;
 3. Education and Training on child support, changes in law, rules and statutes related to child support;
 4. The Contractor agrees to comply with all laws, rules and statutes pertaining to child support.
- B. Contractor will spend a maximum of 12 hours a week providing supervision and consultation;
- C. Contractor will spend a minimum of three days a month in Todd County;
- D. Contractor will participate in staffing where staff prepare for court with the County Attorney’s Office and sit in on magistrate or court hearings as necessary to provide program supervision;
- E. Contractor will facilitate two staff meetings a month; and
- F. Contractor will be available by phone for consultation with County staff.

2. **Cost and Delivery of Purchased Services**

- A. The amount to be paid for providing supervision will be at a cost of **\$50.00 per hour, not to exceed 12 hours a week.**
- B. The Contractor shall bill the County monthly for hours of service provided.
- C. The County or County of Financial Responsibility shall, within 30 days of the date of receipt of the invoice and acceptance of services, make payment to the Contractor.
- D. The Contractor agrees to use only qualified personnel to provide any services purchased under this contract.

- E. If licensing or certification is a necessary prerequisite for provision of services, the Contractor ensures that personnel and services are properly licensed or certified in accordance with provision of State Law and Minnesota Rules.

3. **Eligibility for Services**

- A. County will provide access to PRISM to review cases.
- B. Contractor will provide supervision to employed staff of the County and consultation as requested by staff, providers or other community members, either in person or by phone.

4. **Evaluation, Reporting and Information Requirements**

- A. The Contractor agrees to furnish the County with the following written reports of services provided to the County;
 - 1. The Dates of service in Todd County;
 - 2. Monthly voucher with the amount of time provided to the County;
 - 3. The Contractor agrees to comply with the policies of Minnesota Department of Human Services regarding child support enforcement;
 - 4. The Contractor agrees to provide quarterly reports to the County on staff performance;
 - 5. The County agrees to respond to client concerns regarding child support determination; and
 - 6. The County agrees to provide relevant information to the contractor regarding employee concerns.

5. **Audit, Record Disclosures**

The Contractor Must:

- A. Allow personnel of the County, The Minnesota Department of Human Services, and The Department of Health and Human Services, access to the Contractor's facilities and records at reasonable hours to exercise the responsibility to monitor Purchase of Service.
- B. Comply with the policies in the Minnesota Department of Human Services regarding social service recording and monitoring procedures, as defined and described in the Department of Human Services Rules and Manuals.

6. **Data Privacy:**

For purposes of this Contract all data collected, created, received, maintained, or disseminated shall be governed by the Minnesota Government Data Practices Act, Minn. Statute Ch.13 and the Minnesota Rules implementing the Act now in force or hereafter adopted, as well as federal laws on data privacy. The Contractor will strictly comply with these statutes and rules. All subcontracts shall contain the same or similar data compliance requirements. The person employed by Contractor to assure compliance with Minn. Statute 13.46 Subd. 10(d) shall be the authorized representative.

When the final regulation of the Health Insurance Portability and Accountability Act (HIPPA) are formally implemented, COUNTY agrees to comply with all applicable requirements.

7. **Equal Employment Opportunity and Civil Rights and Nondiscrimination**

The Center agrees to comply with the Civil Rights Act of 1964. Title VII (42 USC 2000e); including Executive Order No. 11246, and Title VI (942 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504.

The Contractor agrees to comply with federal, state and local laws, ordinance, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed religion, national origin, sex, marital status, status with regard to public assistance, disability or age.

8. **Bonding, Indemnity, and Insurance:**

Indemnity: Each party to this Contract shall be liable for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees or agents.

Liability for each party to this Contract shall be governed by the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch 466, and other applicable laws.

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

- A. It is understood and agreed that in the event the reimbursement to the County from State and Federal sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall thereupon be terminated.
- B. This agreement may be canceled by either party at any time, with or without cause, upon 30 days' notice, in writing, delivered by mail or in person.
- C. Any alternations, variations, modifications, or waiver 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.
- D. No claim for services furnished by the Contractor, not specifically provided in the agreement, will be allowed by the County, nor shall the Contractor do any work or furnish any material not covered by the agreement, unless this is approved in writing by the County. Such approval shall be considered to be a modification of the agreement.
- E. 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.
- F. Contractor acknowledges that the Minnesota Department of Human Services is a third party beneficiary and as a third party beneficiary, is an affected party under this Contract. Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or sue Contractor for any appropriate relief in law or equity, including but not limited to, rescission, damages or specific performance of all or any part of the Contract between the County Board and the Minnesota Department of Human services are entitle to, and may recover from Contractor, reasonable attorney's fees and costs and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party to the Contract or any other third party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity. (Minn. Statute 245.466, Subd. 3; Minn. R. 9525. 1870, subp.2)

10. **Subcontracting**

The Contractor shall not enter into subcontracts for any of the goods and services contemplated under this agreement without written approval of the County. All subcontracts shall be subject to all the requirements of the contracts, including the requirement that the Commissioner of Human Services shall be a third party beneficiary of the contract. The Contractor shall be responsible for the performance of any subcontractor.

11. **Miscellaneous**

- A. Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Contractor shall ensure that all personnel of Contractor and subcontractors are properly

trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks the personnel are engaged in under this Contract. Contractor shall comply with the "Occupational Safety and Health Act" and the "Employee Right to Know Act", Minn. Statute 182.65, et seq., where applicable.

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

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

**APPROVED AS TO FORM
AND EXECUTION:**

BY: _____
Director
Morrison County Social Services

DATED: _____,20

BY: _____
Director
Todd County Health and Human Services

DATED: _____,20

BY: _____
Chairperson
Todd County Board of Commissioners

DATED: _____,20

BY: _____
Todd County Attorney

DATED: _____,20

Todd County, MN Board Action Form



Action Requested	
<input type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input checked="" 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): MNSure Update	
Date of Meeting: Nov 25, 2014	Total time requested: 5 min
Department Requesting Action: HHS	
Presenting Board Action/Discussion at Meeting: Lisa Chapin	
Background <input type="checkbox"/> Supporting Documentation enclosed	
the State of MN implemented the MNSure program effective 10/01/13 as part of the Affordable Care Act.	
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"/> Kneisl	<input type="checkbox"/> Kneisl
Second:	<input type="checkbox"/> Kircher	<input type="checkbox"/> Kircher
<input type="checkbox"/> Passed	<input type="checkbox"/> Erickson	<input type="checkbox"/> Erickson
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker

Signatures	
STATE OF MINNESOTA } COUNTY OF TODD }	
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Seal	

Todd County, MN Board Action Form



Action Requested	
<input type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input checked="" 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): Todd County DAC Rate Variance Update	
Date of Meeting: 11/25/14	Total time requested: 10 min
Department Requesting Action: HHS	
Presenting Board Action/Discussion at Meeting: Kim DeCock, Michael Steinbeisser, Jackie Och, John Johnston	
Background <input type="checkbox"/> Supporting Documentation enclosed	
Options <input type="checkbox"/> Supporting Documentation enclosed	
Recommendation <input type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
Financial Implications: \$0	Comments
Funding Source:	
Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No	

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

Signatures	
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Todd County, MN Board Action Form



Action Requested	
<input type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input checked="" 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): Update on 2015 Mental Health Grant	
Date of Meeting: 11/25/14	Total time requested: 5 min
Department Requesting Action: HHS	
Presenting Board Action/Discussion at Meeting: Michael Steinbeisser, Jackie Och	
Background <input type="checkbox"/> Supporting Documentation enclosed	
Options <input type="checkbox"/> Supporting Documentation enclosed	
Recommendation <input type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
Financial Implications: \$0	Comments
Funding Source:	
Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No	

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

Signatures	
STATE OF MINNESOTA } COUNTY OF TODD }	
I, Denise Gaida, 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): 2015 Contract with Northern Pines Mental Health Center	
Date of Meeting: Nov 25, 2014	Total time requested: 20 min
Department Requesting Action: HHS	
Presenting Board Action/Discussion at Meeting: Jackie Och/Emily Steinert/Michael Steinbeisser	
Background <input checked="" type="checkbox"/> Supporting Documentation enclosed	
Todd County has a need for contracted services to provide mental health services to eligible adults and children. The services provided are detailed in the attached draft contract.	
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 Center contract effective January 1, 2015 through December 31, 2015.	
Financial Implications: \$ Refer to Contract	Comments
Funding Source: 11 - Social Services	
Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

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

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STATE OF MINNESOTA } COUNTY OF TODD }	
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	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, 2015, to December 31, 2015.

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 E 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 2015 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 2015 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 2015. 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 2015.

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 2015 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 2015. NPMH and DHS invoices will be reviewed monthly to monitor spending toward the 2015 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 1/1/2015 through 12/31/2015.

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 2015.

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, 2015 through December 31, 2015

- ◆ 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 2015.

Addendum E: School Based Mental Health Services

Todd County Health and Human Services and Freshwater Education District have entered into an agreement with Northern Pines Mental Health Center (NPMHC) to provide School Based Mental Health Services. Todd County Health and Human Services agrees to contribute toward the cost of services an amount not to exceed \$30,000 during the term of this agreement. Todd County Health and Human Services agrees to pay NPMHC \$2500 per month beginning January 1, 2015 through December 31, 2015.

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 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.

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): Purchase of Service Agreement with Parent Education Services of Alexandria, LLC	
Date of Meeting: Nov 25, 2014	Total time requested: 5 min
Department Requesting Action: HHS	
Presenting Board Action/Discussion at Meeting: Jackie Och/Emily Steinert	
Background <input checked="" type="checkbox"/> Supporting Documentation enclosed	
Parent Education Services of Alexandria accepts referrals made by Todd Co HHS-Social Services to provide in-home parenting sessions, case consultation, and related services for families.	
Options <input type="checkbox"/> Supporting Documentation enclosed	
Recommendation <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
The Purchase of Service Agreement with Parent Education Services of Alexandria, effective Jan 1, 2015 - Dec 31, 2015	
Financial Implications: \$39/hour	Comments
Funding Source: Fund 11-Social Services	
Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

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

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

PURCHASE OF SERVICE AGREEMENT

The Todd County Health and Human Services, 212 Second Avenue South, Long Prairie MN 56347 hereafter referred to as the "Agency" and Parent Education Services of Alexandria, LLC of Alexandria at 1612 Melvina Lane, Alexandria, MN 56308, hereafter referred to as the "Contractor" enter into this agreement for the period of January 1, 2015 to December 31, 2015.

WITNESSETH

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

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

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

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

1. Contractor's Duties:

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

2. Cost and Delivery of Purchased Services:

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

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

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

3. Eligibility for Services:

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

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

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

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

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

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

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

5. **Payment for Purchased Services:**

- a. **Certification of expenditures:** The Contractor shall, within fifteen working days following the last day of each calendar month, submit a standard invoice for social services purchased to Todd County Social Services. The Invoice shall show: 1) total program and administrative expenditures for the month; and 2) an itemized account of each social services eligible individual, identifying service(s) provided, number of units and cost per unit, including administrative costs allocated to the provision of Purchased Services to reimbursement eligible clients; and 3) name of individuals provided services.
- b. **Payment:** The Agency shall, within 30 days of the date of receipt of the Invoice, make payment to the Contractor for all reimbursement-eligible clients identified in the invoice.

6. **Audit and Record Disclosures:**

The Contractor shall:

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

7. **Safeguard of Client Information:**

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

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

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

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

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

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

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

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

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

- a. **Bonding:** (For Private/Non-Profit Contractors Only) The Contractor agrees to obtain and maintain at all times during the terms of this agreement a fidelity bond covering the activity of the Contractor's personnel authorized to receive or distribute monies. Such bond shall be in the amount of \$10,000.
- b. **Indemnify:** The Contractor agrees that it will at all times indemnify and hold harmless the Agency from any and all liability, loss, damages, costs or expenses which may be claimed against the Agency or Contractor:
 - 1) By reason of any service clients suffering personal injury, death, or property loss of damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this Agreement, or while on premises owned, leased or operated by the Contractor, or while being transported to or from said premises in any vehicle owned, operated, chartered or otherwise contracted for by the Contractor or his assigns; or
 - 2) By reason of any service a client causes injury to, or damage to, the property of another person during any time when the Contractor or employee thereof has undertaken or is furnishing the care or service called for under this contract.

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

11. Conditions of the Parties' Obligations:

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

12. Subcontracting:

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

13. Miscellaneous:

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


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

APPROVED AS TO FORM AND EXECUTION:

_____ Date _____
Todd County Attorney

_____ Date _____
Ms. Jackie Och, Director
Todd County Health and Human Services

_____ Date _____
Chairperson, Todd County Board of Commissioners

 _____ Date 11/6/14
Jan Ollig
Parent Education Services of Alexandria LLC

Todd County, MN Board Action Form



Action Requested	
<input type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input checked="" 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): Student Intern Agreement	
Date of Meeting: Nov 25, 2014	Total time requested: 5 min
Department Requesting Action: HHS	
Presenting Board Action/Discussion at Meeting: Jackie Och/Emily Steinert	
Background <input type="checkbox"/> Supporting Documentation enclosed	
NJPA is offering students paid internships for placement in member counties and cities. TCHHS is offering Brittany Olson a social work internship beginning January 5, 2015 for 480 hours (through approximately May 10, 2015).	
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"/> Kneisl	<input type="checkbox"/> Kneisl
Second:	<input type="checkbox"/> Kircher	<input type="checkbox"/> Kircher
<input type="checkbox"/> Passed	<input type="checkbox"/> Erickson	<input type="checkbox"/> Erickson
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker

Signatures	
STATE OF MINNESOTA } COUNTY OF TODD }	
I, Denise Gaida, 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 type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input checked="" 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): Governor's Task Force on the Protection of Children	
Date of Meeting: Nov 25, 2014	Total time requested: 10 min
Department Requesting Action: HHS	
Presenting Board Action/Discussion at Meeting: Jackie Och/Emily Steinert	
Background <input type="checkbox"/> Supporting Documentation enclosed	
Governor Dayton has appointed a task force to review the current child protection system in Minnesota. The task force is to make recommendations for change and improvements. Counties are providing data and feedback for this process. The initial recommendations are to be provided in early December with final recommendations to be provided in March 2015.	
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"/> Kneisl	<input type="checkbox"/> Kneisl
Second:	<input type="checkbox"/> Kircher	<input type="checkbox"/> Kircher
<input type="checkbox"/> Passed	<input type="checkbox"/> Erickson	<input type="checkbox"/> Erickson
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker

Signatures	
STATE OF MINNESOTA } COUNTY OF TODD }	
I, Denise Gaida, 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	

The Voice of Those Who Protect Our Most Vulnerable Children
By Mark Sizer, Stearns County Human Services Administrator and 2014 President of the Minnesota Association of County Social Service Administrators

In light of recent coverage led by the *Star Tribune*, many people have offered their perspectives on the important issue of improving our state's child protection system. One viewpoint – ours – has been largely absent until now.

With a membership of social services directors from all 87 counties, we dedicate our careers to protecting vulnerable children, and to using our voices to advocate for those kids who deserve our best care and expertise. In a state whose investment in child welfare services is among the lowest in the country, our work is arguably even more critical.

County social services staff walk a careful line between providing good service to each individual and following the exact letter of the law. Our work is emotionally difficult and rarely clear-cut, but we come back each and every day to serve the children who need us.

Like other Minnesotans, we feel deeply impacted by the children who have died or been harmed while in the system. Recent tragedies of child deaths reported in the *Star Tribune* tug at our hearts, forever reminding us of our commitment to our ongoing learning and improvement.

As Minnesota considers changes to the child protection system, we believe it is critical to make our most vulnerable children a top priority. During the economic downturn, the legislature imposed \$36 million in state reductions for child welfare services. Today the state contributes less than 20% of the funding for these services, forcing us to rely heavily on local property taxes and leading to varying levels of service from one county to another. In spite of this, Minnesota's child fatality rate is less than half the national average (.78 per 100,000 children vs 2.2 per 100,000). However, we have to do better and we will.

We understand that policy makers must make many difficult choices. But we as a state must choose to protect our children. Minnesota has long been looked to as a leader in this area, employing the best models to prevent and reduce incidents of child maltreatment. That leadership is at risk, along with too many Minnesota children.

Looking forward, we have a dedicated and professional child protection workforce that deserves our recognition, respect and support. These individuals are on the front lines every day having to make judgments on situations that are rarely black and white – situations that can be matters of life and death. They work tirelessly under extreme stress because they are dedicated to the children who need them. County social service agencies also coordinate with family caregivers, law enforcement agencies, county attorneys, public defenders, the court system, federal and state departments of health and human services, and guardians ad litem – all of whom play a role in the child protection system. We must look at all of these components if we are to truly and continually make improvements.

Minnesotans have called for a balance between the need to protect children and the right of parents to raise their children within their own value systems. As social services directors, we are

committed to helping policymakers determine the right balance – and ultimately make the right decision. We look forward to working with the Governor’s Task Force on the Protection of Children, as well as with all stakeholders, to identify improvements to the system and protect our most vulnerable children.

WARRANTS FOR PUBLICATION

Vendor	Amount
BRENNY FUNERAL HOME OF STAPLES, INC	2,950.00
DHS - MSOP-MN SEX OFFENDER PROGRAM	7,161.00
DHS - ST PETER RTC - 472	12,586.00
DHS - SWIFT	23,648.95
MORRISON COUNTY SOCIAL SERVICE	2,787.50
PERISH/ALAN	4,109.67
RURAL MN CEP INC	20,562.68
PAYMENTS LESS THAN 2000	44,540.86
Final Total	118,346.66

BENSON PSYCHOLOGICAL SRVS PC	2500.00
CENTRAL MN MENTAL HLTH CTR	2520.00
COMMUNITY & FAMILY SRVS LLC	4646.40
DHS - SWIFT	6567.66
# 4453 FOSTER CARE PROVIDER	2418.00
KINDRED FAMILY FOCUS	27200.95
MERIDIAN SERVICES INC	4737.34
NEXUS INC - MILLE LACS ACADEMY	4102.23
NORTHERN PINES MENTAL HLTH CTR	19962.50
NORTHWOOD CHILDRENS SRVS	4639.26
PINEHAVEN YOUTH AND FAMILY SRVS INC	6844.49
PRODUCTIVE ALTERNATIVES INC-FERGUS	4458.06
RISING PHOENIX/THE	2162.16
TODD COUNTY DAC	8654.52
WEST CENTRAL REG JUVENILE CTR	3208.33
WOODLAND HILLS	3366.90
PAYMENTS LESS THAN 2000	20783.06
Final Total	128771.86