

# TODD COUNTY BOARD OF COMMISSIONERS

## *Health and Human Services Board Meeting Agenda*

Date: November 24, 2015

Time: 9:00 AM

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

	<b>Approx. Time</b>	
<b>1</b>	<b>Call to Order and Roll Call</b>	9:00
<b>2</b>	<b>Pledge of Allegiance</b>	9:01
<b>3</b>	<b>Amendments to the Agenda</b>	9:03
<b>4</b>	<b>Approve October 27, 2015 Meeting Minutes</b>	9:04
<b>5</b>	<b>General</b>	9:05
5.1	Introduction of New Staff	
5.2	Review Senior Transportation Program	
5.3	Update from Rural MN CEP	
5.4	Contract with Rural MN CEP for Employment Services	
5.5	Contract with Morrison County for CS Program Supervision	
5.6	Discussion on Vacant Public Health Secretary Position	
<b>6</b>	<b>Claims</b>	
6.1	Approve Claims	
	<b>Adjourn</b>	

# Todd County, MN Board Action Form



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

<b>Title (for publication with the Agenda):</b> Approve October 27 2015 Meeting Minutes	
Date of Meeting: November 24, 2015	Total time requested: 5 min
Department Requesting Action: Administration	
Presenting Board Action/Discussion at Meeting: Denise Gaida	
<b>Background</b> <input checked="" type="checkbox"/> Supporting Documentation enclosed	
October 27, 2015 Meeting Minutes attached	
<b>Options</b> <input type="checkbox"/> Supporting Documentation enclosed	
<b>Recommendation</b> <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
Approve Meeting Minutes from October 27, 2015 as read	
<b>Financial Implications: \$</b>	Comments
Funding Source:	
Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No	

Action	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Kircher	<input type="checkbox"/> Kircher
Second:	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<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"/> Kneisl	<input type="checkbox"/> Kneisl

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 HEALTH & HUMAN SERVICES

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

October 27, 2015

### **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 27<sup>th</sup> day October, 2015 at 9:00 a.m. The meeting was opened with the Pledge of Allegiance. All Commissioners were present.

### **Approval of Agenda**

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

### **Approval of Minutes**

On motion by Erickson and second by Becker, the following motion was introduced and adopted by unanimous vote: To approve the September 22, 2015 minutes as read.

### **Introduction of New Staff**

Introduction of new staff. Candace Tepfer, Registered Nurse started September 28, 2015 and Connie Burns, Health Education Coordinator started on September 10, 2015.

### **Presentation of Plaque for Years of Service**

Emily Steinert began her career at Todd County on September 14, 1981. After more than 34 years of dedicated service, Emily is retiring effective 10/30/2015. The County Board thanked Emily for her dedicated and hard work the past years.

### **Proclamation of Financial Worker and Case Aide Day**

The Governor's Proclamation of Financial Worker & Case Aide Day was announced as October 28, 2015. The County Board thanked all the employees.

### **Quarter 3 Financial Report**

Jena Peterson reported on the Quarter 3 Financial Report.

### **HHS Committee Meeting Discussion**

The HHS Committee Meeting takes place on the 4<sup>th</sup> Tuesday of each month. The Committee is comprised of the five Todd County commissioners. The Committee's decision making authority is limited at this monthly meeting. HHS desires changes to this meeting to eliminate duplication of work since many items brought to the HHS Committee meeting need to be presented at one of the Regular County Board meetings. The County Attorney and CliftonLarsonAllen have been consulted for their opinion. It was decided to bring a Board Action to the next Commissioner Meeting.

### **Social Services Fund Warrants**

On a motion by Becker and second by Neumann 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 \$118,629.91.

On a motion by Becker and second by Neumann 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 \$159,561.76.

Board Chair Kircher adjourned the meeting for the month of October, 2015.

Commissioner Warrants

Commissioner Warrants

Vendor	Amount
CARITAS MENTAL HLTH CTR	4,281.62
COMMUNITY AND FAMILY SRVS LLC	2,808.46
DHS - SWIFT	4,605.06
# 4453 Foster Care Provider	2,550.00
GREATER MN FAMILY SRVS INC	11,017.80
KINDRED FAMILY FOCUS	15,140.70
MERIDIAN SERVICES INC	2,873.28
NEXUS INC - MILLE LACS ACADEMY	4,378.80
NORTHERN PINES MENTAL HLTH CTR	10,090.50
PINE MANORS INC	3,250.00
PINEHAVEN YOUTH AND FAMILY SRVS INC	2,564.70
PRAIRIE ST JOHNS	6,256.64
PRODUCTIVE ALTERNATIVES INC	2,190.89
TODD COUNTY DAC	6,989.24
VILLAGE RANCH CHILD AND FAMILY SRVS	6,923.76
WEST CENTRAL REG JUVENILE CTR	3,312.50
Payments less than 2000	29,395.96
Final Total	118,629.91

CENTRAL MN COUNCIL ON AGING	2,534.00
DHS - MSOP- MN SEX OFFENDER PROGRAM	7,464.80
DHS - SWIFT	40,726.95
MORRISON COUNTY SOCIAL SERVICE	7,150.00
PARK RAPIDS FUNERAL HOME INC	4,200.00
PERISH/ALAN	2,085.73
RURAL MN CEP INC	18,836.19
TABEN GROUP	3,068.48
TAYLOR FUNERAL & CREMATION CARE	3,500.00
TODD COUNTY AUDITOR/TREASURER	15,096.10
US POSTAL SERVICE	4,729.00
V13188	3,916.99
177 PAYMENTS LESS THAN 2000	46,253.52
FINAL TOTAL	159,561.76

# Todd County, MN Board Action Form



<b>Action Requested</b>	
<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):	

<b>Title (for publication with the Agenda):</b> Introduce New Staff	
Date of Meeting: 11/24/2015	Total time requested: 5 min
Department Requesting Action: Health & Human Services	
Presenting Board Action/Discussion at Meeting: Jackie Och	
<b>Background</b> <input type="checkbox"/> Supporting Documentation enclosed	
Energy Assistance Program Seasonal Worker, Carole Schoenrock started on 10/22/2015; Social Worker, Cassandra Snyder started on 11/09/2015; Social Worker Jenelle Herkenhoff started on 11/16/2015 and Social Worker, Richard Mettler started on 11/16/2015	
<b>Options</b> <input type="checkbox"/> Supporting Documentation enclosed	
<b>Recommendation</b> <input type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
<b>Financial Implications: \$</b>	Comments
Funding Source:	
Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No	

Action	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Kircher	<input type="checkbox"/> Kircher
Second:	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<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"/> Kneisl	<input type="checkbox"/> Kneisl

<b>Signatures</b>	
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Seal	

# Todd County, MN Board Action Form



<b>Action Requested</b>	
<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):	

<b>Title (for publication with the Agenda):</b> Review Senior Transportation Program	
Date of Meeting: 11/24/2015	Total time requested: 10 min
Department Requesting Action: Health & Human Services	
Presenting Board Action/Discussion at Meeting: Jackie Och / Katherine Mackedanz	
<b>Background</b> <input type="checkbox"/> Supporting Documentation enclosed	
Review the senior transportation program provided by Todd County HHS. Staff will provide an update on 2015 program statistics, program trends, addressing sustainability, and discuss proposed changes for 2016.	
<b>Options</b> <input type="checkbox"/> Supporting Documentation enclosed	
<b>Recommendation</b> <input type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
<b>Financial Implications: \$</b>	Comments
Funding Source:	
Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No	

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

<b>Title (for publication with the Agenda):</b> Update from Rural MN CEP	
Date of Meeting: 11/24/2015	Total time requested: 10 min
Department Requesting Action: Health & Human Services	
Presenting Board Action/Discussion at Meeting: Craig Nathan	
<b>Background</b> <input type="checkbox"/> Supporting Documentation enclosed	
Rural MN CEP will provide on update on their services in Todd County.	
<b>Options</b> <input type="checkbox"/> Supporting Documentation enclosed	
<b>Recommendation</b> <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
<b>Financial Implications: \$</b>	Comments
Funding Source:	
Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No	

Action	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Kircher	<input type="checkbox"/> Kircher
Second:	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Passed	<input type="checkbox"/> Erickson	<input type="checkbox"/> Erickson
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<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other
Board Action Tracking Number (Admin use):	

<b>Title (for publication with the Agenda):</b> Contract with Rural MN CEP for Employment Services	
Date of Meeting: 11/24/2015	Total time requested: 5 min
Department Requesting Action: Health & Human Services	
Presenting Board Action/Discussion at Meeting: Jackie Och	
<b>Background</b> <input checked="" type="checkbox"/> Supporting Documentation enclosed	
Todd County HHS contracts with Rural MN CEP to provide MFIP and DWP Employment Services. The contract is reviewed annually and renewed on January 1 <sup>st</sup> of each year.	
<b>Options</b> <input type="checkbox"/> Supporting Documentation enclosed	
<b>Recommendation</b> <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
Approve the contract for Rural MN CEP to provide MFIP & DWP Employment Services for calendar year 2016	
<b>Financial Implications: \$203,004 per year</b>	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"/> Kircher	<input type="checkbox"/> Kircher
Second:	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Passed	<input type="checkbox"/> Erickson	<input type="checkbox"/> Erickson
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
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Seal	



## CONTRACT FOR PURCHASE OF SERVICES

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

### WITNESSED:

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

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

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

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

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

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

3. **CONTRACT DURATION:** The effective dates of this contract are January 1, 2016 to December 31, 2016, with an option for one extension from January 1, 2017 to December 31, 2017, by updating the Budget and Measureable Goals, unless otherwise terminated as indicated below. Services performed and incurred during this contract duration will be applied to this grant agreement in accordance with applicable Office of Management and Budget (OMB) Circulars, federal and state laws and policies, and generally accepted accounting principles.
4. **TERMINATION:** If, at any time, funds in support of this grant agreement become unavailable, this grant agreement may be terminated immediately upon written notice of such fact by the COUNTY to the PROVIDER. In the event of such termination, the PROVIDER shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
  - a. **Termination for Convenience:** Either party to this grant agreement may request a termination for convenience. The party will give a 30-calendar day advance notice, in writing, of the effective date of the termination. The PROVIDER shall be entitled to receive just and equitable compensation for any services satisfactorily performed hereunder through the date of the termination.
  - b. **Termination for Cause:** The COUNTY may terminate the grant agreement when it is determined the PROVIDER has failed to provide any of the services specified or has failed to comply with any of the provisions contained in this grant agreement. If the PROVIDER fails to perform in whole or in part under this grant agreement, or fails to make sufficient progress so as to endanger performance, the COUNTY will notify the PROVIDER of such unsatisfactory performance in writing. The PROVIDER will have ten (10) working days in which to respond with a plan to correct the deficiencies that is agreeable to the COUNTY. If the PROVIDER does not respond to the COUNTY with an appropriate corrective action plan, the COUNTY will notify the PROVIDER of immediate termination of the grant agreement. In the event of such termination, the COUNTY shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of the grant agreement.
5. **DISPUTES:**
  - a. The PROVIDER and COUNTY agree to attempt to resolve disputes arising from the

grant agreement by administrative process and negotiation in lieu of litigation. Continued performance during disputes is assured.

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

1. A single limit or combined limit or excess umbrella general liability insurance policy of an amount not less than \$500,000 for total bodily injuries, death, personal injuries or property damage arising from one occurrence with an annual aggregate limit of not less than \$1,500,000.
  2. Any policy obtained and maintained under this clause shall provide that it shall not be canceled, materially changed, or not renewed without thirty (30) days prior notice thereof to the COUNTY.
- d. The PROVIDER will furnish the COUNTY upon request certificates of bonding and insurance prior to the effective date of this grant agreement.
  - e. The COUNTY may withhold payment for failure of the PROVIDER to furnish certificates of bonding and insurance as required above.
  - f. In the event that claims or lawsuits shall arise jointly against the PROVIDER and the COUNTY, and the COUNTY elects to present its own defense using its own counsel, in addition to or as opposed to legal representation available by the insurance carrier providing general liability coverage in c.1. above, then such legal expense shall be borne by the COUNTY.
9. INDEPENDENT CONTRACTOR: It is agreed by both parties that at all times and for all purposes within the scope of this grant agreement the relationship of the PROVIDER to the COUNTY is that of an independent contractor.
  10. SPECIAL ADMINISTRATIVE PROVISIONS: The PROVIDER agrees to administer the program in accordance with authorizing legislation, as amended, and the regulations and guidelines promulgated thereunder. The PROVIDER also agrees to comply with other applicable federal and state laws. In the event that these laws, regulations or policies are amended at any time during the term of this grant agreement, the PROVIDER shall comply with such amended laws, regulations or guidelines.
    - a. Records/Audits: The PROVIDER will maintain records, books, documents, and other evidence which sufficiently and properly reflect all costs and activities of any nature supported by funds under this grant agreement. The PROVIDER agrees to use such fiscal, audit, and accounting procedures as may be necessary to assure and promote sound financial management, including effective internal controls. The authorized representatives of the COUNTY, state, or federal agencies shall have access to and the right to examine for audit purposes or otherwise, any books, documents, papers or records of the PROVIDER which are pertinent and involve transactions relating to this agreement during regular business hours. PROVIDER agrees to fully cooperate in any such examination and/or audit.

All records pertaining to this agreement shall be retained by the PROVIDER for a period of at least six (6) years (Minn. Stat. Sec. 16C05, subd. 5) after the COUNTY makes the final payment, or after resolution of any audit findings (OMB Administrative requirements), whichever period is longer for audit purposes. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 6-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 6-year period, whichever is later.

The PROVIDER agrees to have an annual audit in accordance with Subpart F – Audit Requirements of the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

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

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

- b. Program Standards: The PROVIDER agrees to comply with the OMB Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as it is applicable and as it relates to its particular agency in the utilization of funds, the operations of programs and the maintenance of records, books, accounts and other documents under the authorizing legislation as amended. Under Uniform Guidance Cost Principles, common or joint costs charged to grants must be based upon written cost allocation plans.

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

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

- iv. The Age Discrimination Act of 1975, as amended.
  - v. The Americans with Disabilities Act of 1990 (P.L. 101-336), as amended.
  - vi. The Minnesota Human Rights Act (Minnesota Statute 363).
- d. Affirmative Action: The PROVIDER certifies that it has received a Certificate of Compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363A.36.
  - e. The PROVIDER agrees to comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (Public Law 91-646).
  - f. The PROVIDER agrees that program participants shall not be employed in the construction, operation or maintenance of that part of any facility that is used for religious instructions or worship. PROVIDER further agrees that no funds shall be expended for sectarian worship, instruction or proselytization.
  - g. The PROVIDER further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13) with respect to “data on individuals”.
11. VOTER REGISTRATION: The PROVIDER shall provide nonpartisan voter registration services and assistance as required by Minnesota Statutes, Section 201.162.
  12. ASSIGNMENT: The PROVIDER may contract for services intended to fulfill the obligations of this contract with the prior approval of the COUNTY, without diminishing its obligations under this agreement.
  13. PRE-GRANT COSTS: Costs incurred from 30 days prior to the effective date of this grant agreement, which were in anticipation of this award and specifically authorized and approved in writing by the COUNTY, are allowable costs to the extent that they would have been allowable had they been incurred after the effective date of this grant agreement.
  14. MODIFICATIONS: Any modifications to this grant agreement shall be in writing and shall be executed by the same parties who executed the original grant agreement, or their successors in office.
  15. LOBBYING CERTIFICATION AND DISCLOSURE: The PROVIDER shall comply with Interim Final Rule, New Restrictions on Lobbying, found in Federal Register Vol.

55, No. 38, February 26, 1990, and any permanent Rules that are adopted in place of the Interim Rule.

16. MAINTENANCE OF EFFORT: The PROVIDER agrees that the level of services, activities and expenditures it has devoted to similar services prior to the initiation of this grant agreement will be continued and not reduced in any way as a result of this grant agreement except for reductions unrelated to the provisions or purpose herein stated.
17. CONFLICT OF INTEREST: The PROVIDER assures that no person under its employ, who presently exercises any administrative responsibilities under this program, has any personal, financial interest, direct or indirect, in this grant agreement. Further, no person having such a conflicting interest shall be employed under this grant agreement. Any such conflict of interest must be disclosed in writing to the COUNTY.
18. PROVIDER DEBARMENT, SUSPENSION AND RESPONSIBILITY CERTIFICATION:  
PROVIDER certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency. PROVIDER agrees to notify the COUNTY immediately, should suspension or debarment become an issue for the PROVIDER.

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

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

DATED \_\_\_\_\_, 2015

and/or, as preferred by COUNTY

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

DATED \_\_\_\_\_, 2015

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

DATED \_\_\_\_\_, 2015

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

**I. Minnesota Family Investment Program**

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

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

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

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

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



The COUNTY role will include:

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

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

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

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

PROVIDER will deliver the following services:

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

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

X The **Employment Plan** is based on the assessment and outlines the most direct path to unsubsidized employment that can lead to income stability. It includes an

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

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

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

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

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

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

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

X **Unpaid Work** includes community service, volunteer work, the Community Work Experience Program (CWEP), providing childcare for community service participants, unpaid apprenticeships or internships, and supported work when a

wage subsidy is not provided. These activities are approved only when the participant has not been able to meet the work requirements through paid employment.

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

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

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

PROVIDER will also:

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

employment services component. This review must occur within 180 days, but not less than 60 days, before the participant reaches 60 months on assistance. (PROVIDER/COUNTY) staff will make arrangements for the review. PROVIDER staff will provide knowledge about the family's participation with employment services.

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

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

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

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

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

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

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

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

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

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

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

**Additional Services Provided for New Immigrants:**

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

**IV. General Provisions**

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

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

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

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

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

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

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

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

### **Safeguard Of Client Information**

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

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

**Exhibit A**

**TODD COUNTY**

**MFIP/DWP BUDGET PLAN**

Calendar 2016 (1/1/16 - 12/31/16)

MFIP Employment Services	123,746
DWP Employment Services	58,958
Administration	20,300
TOTAL	<u>203,004</u> **

\*\*Includes Family Stabilization Services



**Todd County**

**MEASURABLE GOALS  
For January 1, 2016 through December 31, 2016**

**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: 71.9% - 80.2%

# Todd County, MN Board Action Form



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

<b>Title (for publication with the Agenda):</b> Contract with Morrison County for Child Support Program Supervision	
Date of Meeting: 11/24/2015	Total time requested: 5 min
Department Requesting Action: Health & Human Services	
Presenting Board Action/Discussion at Meeting: Jackie Och	
<b>Background</b> <input checked="" type="checkbox"/> Supporting Documentation enclosed	
Since May of 2014 Todd county has contracted with Morrison County to provide program supervision of the Child Support Unit up to 12 hours per week. There are no changes to the rate for 2016.	
<b>Options</b> <input type="checkbox"/> Supporting Documentation enclosed	
<b>Recommendation</b> <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
Approve the contract for Morrison County to provide up to 12 hours per week of Child Support Program Supervision Jan. 1, 2016 - Dec 31, 2016.	
<b>Financial Implications: \$50.00/hr</b>	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"/> Kircher	<input type="checkbox"/> Kircher
Second:	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<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"/> Kneisl	<input type="checkbox"/> Kneisl

<b>Signatures</b>	
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 1<sup>st</sup>, 2016 to December 31<sup>st</sup>, 2016.

**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, unless agreed upon between the Directors of each agency and stated so in e-mail communication.**
- 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 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):	

<b>Title (for publication with the Agenda):</b> Discussion on Vacant Public Health Secretary Position	
Date of Meeting: 11/24/2015	Total time requested: 5 min
Department Requesting Action: Health & Human Services	
Presenting Board Action/Discussion at Meeting: Jackie Och / Jena Peterson	
<b>Background</b> <input type="checkbox"/> Supporting Documentation enclosed	
An opening has existed for a Full Time Public Health Secretary due to a staff promotion. The work of this position has changed and been under review. Health & Human Services would like to reclassify this position from Full-Time to Part-Time on a one year trial basis.	
<b>Options</b> <input type="checkbox"/> Supporting Documentation enclosed	
<b>Recommendation</b> <input type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
<b>Financial Implications: \$</b>	Comments
Funding Source:	
Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No	

Action	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Kircher	<input type="checkbox"/> Kircher
Second:	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<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"/> Kneisl	<input type="checkbox"/> Kneisl

<b>Signatures</b>	
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



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

<b>Title (for publication with the Agenda):</b> Approve Commissioner Warrants	
Date of Meeting: November 24, 2015	Total time requested: 5 min
Department Requesting Action: Health & Human Services	
Presenting Board Action/Discussion at Meeting: Denise Gaida	
<b>Background</b> <input checked="" type="checkbox"/> Supporting Documentation enclosed	
Printout sent to Commissioners	
<b>Options</b> <input type="checkbox"/> Supporting Documentation enclosed	
<b>Recommendation</b> <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
To approve the HHS Commissioner Warrants in the amount of \$61,733.48 and 148,354.43	
<b>Financial Implications: \$</b>	Comments
Funding Source:	
Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Action	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Kircher	<input type="checkbox"/> Kircher
Second:	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<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"/> Kneisl	<input type="checkbox"/> Kneisl

<b>Signatures</b>	
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	



<u>Vendor name or #</u>	<u>Amount</u>
ANU FAMILY SERVICES INC	\$3,000.00
COMMUNITY AND FAMILY SRVS LLC	\$2,673.10
DHS - SWIFT	\$4,029.38
# 4453 Foster Care Provider	\$2,635.00
MERIDIAN SERVICES INC	\$2,260.00
NEXUS INC - MILLE LACS ACADEMY	\$4,524.76
NORTHERN PINES MENTAL HLTH CTR	\$6,330.50
PARISH/JON	\$2,269.08
PETRANGELO Ed. D/GEORGE	\$2,273.75
RAINBOW PLAY SYSTEMS	\$2,459.14
TODD COUNTY DAC	\$7,256.10
Payments less than \$2000	\$22,022.67
<b>Final Total</b>	<b>\$61,733.48</b>
DHS - SWIFT	\$73,716.54
KARVONEN & SON FUNERAL HOME	\$4,600.00
PERISH/ALAN	\$2,047.53
RURAL MN CEP INC	\$15,688.54
TODD COUNTY ATTORNEY'S OFFICE	\$12,105.00
Payments less than 2000	\$40,196.82
<b>Final Total</b>	<b>\$148,354.43</b>