

TODD COUNTY BOARD OF COMMISSIONERS

Health and Human Services Board Meeting Agenda

Date: July 23, 2013

Time: 9:00 AM

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

		Approx. Time
1	Call to Order and Roll Call	9:00
2	Pledge of Allegiance	9:01
3	Amendments to the Agenda	9:03
4	Approve June 25, 2013 Minutes	9:04
5	General	9:05
5.1	Annexes Renovation Update - Earl Fuechtmann, Contegrity Group	
5.2	School Health Agreement with Eagle Valley School District	9:15
5.3	Lease Agreement with Staples School District for facility use	
5.4	Rental Agreement with Assembly of God Church, Eagle Bend for facility use	
5.5	Accept MN DHS Adoption and Foster Care Recruitment Grant Local Collaborative Time Study Contract Renewal with MN Department of Human Services	
5.6	Youth Alcohol Prevention Grant Media Consultant Contract	
5.7	amendment and extension	9:25
5.8	Community Transformation Grant Motivational Interviewing Contract	
5.9	NACCHO Conference Report - Katherine Mackedanz, Unit Manager WIC Women Infant & Child Nutrition Services, Management and	
5.10	Financial Review	9:35
5.11	Health & Human Services Integration Report	9:40
6	Claims	

TODD COUNTY HEALTH & HUMAN SERVICES

Minutes of the Meeting of the Health & Human Services Meeting

June 25, 2013

Call to Order

The Todd County Board of Commissioners met in the Todd County Historic Courthouse in the City of Long Prairie MN on the 25th day of June, 2013 at 9:00 a.m. with members present and Commissioner Kircher absent. The meeting was opened with the Pledge of Allegiance.

Approval of Agenda

On motion by Blessing and second by Erickson, the following motion was introduced and adopted by unanimous vote: To approve the agenda with the following change:

1. Remove (2) Requests for Services to (1)

Approval of Minutes

On motion by Blessing and second by Kneisl, the following motion was introduced and adopted by unanimous vote: To approve the June 11, 2013 minutes with one correction:

1. An update was given by Cheryl Schneider on the Chemical Dependency Mental Illness Integrated Treatment Program. (adding Chemical Dependency).

General

Discussion was held regarding the Transit Services in Todd County. Feasibility is a concern for the northern portion of the County for the Friendly Rider and Rainbow Rider for lack of use. Commissioner Neumann suggested they put this on the next Work Session July 23, 2013 and invite 2 representatives from the Eagle Bend area to be present.

2013 MN Legislative update was given by Cheryl Schneider for the Social Services and Public Health Services.

On motion by Blessing and second by Erickson, the following motion was introduced and adopted by unanimous vote: To recommend the Electronic Document Management System for the Health & Human Services be presented at the July 2, 2013 Commissioner Board Meeting.

Kneisl gave an update on the South Country Health Alliance. Two main changes were the bi-law changes and approval of expenditures. Financial report was 2.6 million net income for the year. He will bring the final draft to the next board meeting in July.

On motion by Kircher and second by Kneisl, the following motion was introduced and adopted by unanimous vote: To approve a client continuing care at the Willow's Program with anticipated cost in the amount of \$4,171.44 and transportation assistance in the amount of \$520.00 for the year 2013.

Social Services Fund Warrants

On a motion by Blessing and second by Kneisl 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 \$45,180.77.

On a motion by Blessing and second by Kneisl 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 \$36,551.46.

On a motion by Blessing and second by Kneisl 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 \$114,814.33.

Vendor Name	Amount
ALLIANCE BENEFIT GROUP SERVICES	3,057.72
PERISH/ALAN	3,909.74
US POSTAL SERVICE	5,900.00
Payments less than 2000	32,313.31
Final Total:	45,180.77

ALEXANDRIA OPP CTR	8,547.84
COMM & FAMILY SRVS LLC	6,849.01
DHS	12,008.13
# 4453 FOSTER CARE PROVIDER	4,836.00
FRESHWATER ED DISTRICT	2,998.69
GREAT MN FAMILY SRVS	2,196.32
HEARTLAND GIRLS RANCH	5,456.00
KINDRED FAMILY SRVS # 11417 FOSTER CARE PROVIDER	6,193.80
	2,873.28
NORTHERN PINES MENTAL HLTH CTR	6,202.96
OAKRIDGE HOMES INC	2,792.94
PINEHAVEN YOUTH AND FAMILY SRVS INC	8,896.99
PRODUCTIVE ALTERNATIVE INC	4,888.78
TINIUS PHD PA/TIM	4,306.25
TODD COUNTY DAC	9,483.37
WEST CENTRAL REG JUVENILE CTR	3,093.75
Pymts less than \$2000	23,190.22
Final Total	114,814.33

On a motion by Blessing and second by Kneisl, the meeting was adjourned until July 23, 2013.

Todd County Health & Human Services
 Renovation Project - Furniture, Fixtures & Equipment
 IFS Acct #37-116-123-7401-6624

Item	Projected Cost	Date purchased	Vendor	Budget Remaining	Actual Cost	Actual Remaining
Budget				80,000.00		80,000.00
Rent - extra storage 10 months x \$400	4,000.00		City of LP	76,000.00		80,000.00
7 workstations - Family Services Unit	15,694.10	6/5/2013	Impact Technology	60,305.90	15,599.47	64,400.53
Workstations (3 used-Kim, Fish bowls)	2,200.00	6/5/2013	Impact Technology	58,105.90	1,709.89	62,690.64
Floor mats \$45 each x 30	1,350.00	6/5/2013	Impact Technology	56,755.90	74.76	62,615.88
Coat hangers (wall) \$20 x 20 offices	400.00			56,355.90		62,615.88
WIC - exam tables (2) \$2000 each	4,000.00			52,355.90		62,615.88
WIC Family area / visitation room				52,355.90		62,615.88
tables 2 x \$800	1,600.00			50,755.90		62,615.88
chairs 10 x \$200	2,000.00			48,755.90		62,615.88
Couch / sofa	800.00			47,955.90		62,615.88
tables (small)	200.00			47,755.90		62,615.88
other	2,000.00			45,755.90		62,615.88
Corner mirrors	1,000.00			44,755.90		62,615.88
Window blinds / treatments (40 windows)	400.00			44,355.90		62,615.88
Waiting area				44,355.90		62,615.88
chairs 20 x \$200	4,000.00			40,355.90		62,615.88
tables 2 x \$500	1,000.00			39,355.90		62,615.88
surveillance camera / equip	3,000.00			36,355.90		62,615.88
wall hangings	700.00			35,655.90		62,615.88
Bathroom shelves	200.00			35,455.90		62,615.88
Termination of Fiber Optics	1,200.00	4/9/2013	Morris Electronics	34,255.90	1,144.75	61,471.13
Cabling Cat-6	361.00	4/9/2013	CDWG	33,894.90	361.00	61,110.13
Additional MIS expenses	2,000.00	5/29/2013	Credit Card - Am Heritage	31,894.90	510.94	60,599.19
AED	1,670.00			30,224.90		60,599.19
Move CEP wireless gear to MSGC	500.00			29,724.90	-	60,599.19
Move copier / risograph	110.00	5/16/2013	Metro Sales	29,614.90	110.08	60,489.11
Standing workstations - adj height (3)	4,500.00			25,114.90		60,489.11
Workstations - LL Annex 2 (6 workstations)	15,000.00			10,114.90		60,489.11
Staff office chair replacements - 11 x \$300	3,300.00		could be \$650/chair	6,814.90		60,489.11
Large interview room table / chairs				6,814.90		60,489.11
	73,185.10				19,510.89	
					1,883.33	pd in IFS
Grant - approved purchases (not included in above FF&E budget)						
3 workstations - for Annex 1						
2 chairs - for Annex 1						

**EAGLE VALLEY
SCHOOL HEALTH AGREEMENT**

THIS AGREEMENT is between the County of Todd, by and through Todd County Health and HUMAN SERVICE, hereinafter referred to as HEALTH and HUMAN SERVICES and the Eagle Valley public school district, hereinafter referred to as the SCHOOL.

WHEREAS, the School Board wishes to strengthen the educational process through improvement of the health status and learning of children and youth and recognizes that the provision of school health services will facilitate the accomplishment of this goal.

WHEREAS, the SCHOOL wishes to purchase school health services; and

WHEREAS, Todd County maintains a Health and Human Services Agency to provide public health nursing services, including health services to school age children and their families and employs Registered and Public Health Nurses qualified to provide school health services.

Now, therefore, in consideration of the mutual promises, agreements, and understandings contained herein, it is agreed by and between HEALTH and HUMAN SERVICES and the SCHOOL that:

The goal of this Agreement shall be to strengthen the educational process of children and youth by assisting them to improve or adapt to their health status.

A. PUBLIC HEALTH RESPONSIBILITY:

1. Will provide a nurse with the required qualifications to provide school health services.
2. The scheduling of hours of service will be negotiated between the assigned agency nurse and school personnel dependent upon need and planned (scheduled) activities.

It is estimated six (6) hours/week/school building which includes travel time and preparation time to provide school health services. Elementary age students generally require more time for screening than secondary students.

SERVICES AVAILABLE: Services will be prioritized according to time allotted.

- a. Assessing and evaluating the health and developmental status of the preschool and school age child. i.e. health screening - vision, hearing, scoliosis, etc.

Will have available the following supplies and equipment:

- audiometer
- vision screening
- scoliometer

- b. Assisting in the implementation of an individual plan for education and care of students with special health care needs.
- c. Working with high risk students by coordinating with school personnel and related services. (may include home visits)

- d. Assisting in developing and maintaining a system of first aid and emergency care.
- e. Assisting in protecting the well being of students and others in the community by protecting from and controlling communicable disease.
- f. Assessing and recommending school safety measures and the promotion of a healthful school environment.
- g. Functioning as a contributing member of the school staff in establishing and revising school health policies and philosophy related to school health services, programs/activities.
- h. Promoting and maintaining optimal health and well being of students, families and school personnel by teaching, counseling, health education.
- i. Assisting students, families and school personnel to access community support services.
- j. Preparing and maintaining a health file for each student.
- k. Instructing and supervising volunteers or health aides assisting with health screenings.
- l. Assuming responsibility for continuing education and professional development for self and contributing to the professional development of others.

B. SCHOOL RESPONSIBILITY:

1. Subscribe to the goals and support the activities of the school health program.
2. Subscribe to all Minnesota laws pertaining to school health services.
3. Provide office space, furniture and a phone for the use of the agency nurse.
4. Provide adequate facilities for health screenings.
5. Provide clerical support to the school health services.
6. Provide health supplies, office supplies and equipment and pupil health records.
7. Individual school health records will be maintained by school personnel with instructions and supervision of public health nurse. The school will be responsible for obtaining previous school health records on new students. The school is responsible to comply with Data Practices Act which includes notification of data collected, release of information and safe guarding the records.
8. Will assume responsibility for proper administration of all medications given to the students while on

the school premises.

9. Will recruit volunteers to assist with screenings or Health and Human Service may provide a trained health aide to assist with health screenings.
10. Will participate in annual evaluation and provide input on program development of school health services.

C. REIMBURSEMENT FOR SERVICES DELIVERED:

The SCHOOL agrees to pay HEALTH and HUMAN SERVICES:

- a. \$41.00 per hour for Registered and/or Public Health Nurse.
- b. \$18.25 per hour for support staff assisting the nurse with health screenings

Hours purchased will include payment for both direct and indirect time. Mileage will be billed at federal rate. PUBLIC HEALTH will send an itemized billing statement to the SCHOOL on a monthly basis for services rendered the preceding thirty (30) days. Payment to PUBLIC HEALTH will be within sixty (60) days of billing.

D. STAFF:

HEALTH and HUMAN SERVICE shall make every reasonable effort to maintain sufficient staff, facilities and equipment to deliver the above mentioned services. HEALTH and HUMAN SERVICE shall notify the SCHOOL if ever HEALTH and HUMAN SERVICE will be unable to provide the required quality or quantity of purchased services. Upon notification, the SCHOOL and HEALTH and HUMAN SERVICE shall determine whether such inability will require modification or cancellation of the contract.

E. SAFEGUARD OF STUDENT INFORMATION:

The use or disclosure by any party of any information concerning a student in violation of any rule of confidentiality or for any purpose not directly connected with HEALTH and HUMAN SERVICE's or SCHOOL's responsibility with respect to the purchased services is prohibited without the written consent of student, student's attorney, or student's responsible parent or guardian. Student records are to be retained by the school.

F. LIABILITY AND INDEMNITY:

1. Parties understand that the School has and will continue to have in effect liability coverage for injuries caused on premises.
2. Parties understand Todd County has liability coverage for acts normally associated with services provided at clinic.
3. It is understood and agreed that the County's liability shall be limited by the provisions of MN St. Ch 466 (Tort Liability, Political Subdivisions) or other applicable law.
4. The School does hereby agree that it will at all times hereafter, during the existence of this agreement, indemnify and hold harmless the Health and Human Service, it's agents and employees from any and

all liability, loss, damages, costs, or expenses which may be claimed against the School or Health and Human Service as pertains to this contract.

- 5. The School agrees to abide by all Federal and State nondiscrimination legislation, to the effect that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination on the basis of race, color, national origin, age, sex, or handicap in regards to the Agency's Programs.

G. LIMITATIONS:

This Agreement shall take effect as of September 1, 2013 and shall continue and be binding upon both parties until August 31, 2014.

Any alteration, variation, modification, or waiver of provision of this Agreement shall be valid only after it has been reduced in writing, duly signed by both parties and attached to the original of this Agreement. This Agreement shall supersede all prior oral or written negotiations.

Furthermore, this Agreement may be terminated by either party giving at least thirty (30) working days notice to the other party.

SIGNED:

Superintendent

Date

Director, Todd County Health & Human Services

Date

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LEASE BETWEEN ISD #2170 AND TODD COUNTY HEALTH & HUMAN SERVICES

THIS LEASE AGREEMENT is made by and between Independent School District No. 2170, hereinafter referred to as LESSOR; and Todd County Health & Human Services, hereinafter referred to as the LESSEE.

WITNESSETH: LESSOR AND LESSEE, in consideration of the rents, covenants and considerations hereinafter specified, do hereby agree with the other as follows:

1. LEASED PREMISES

- 1.1_ LESSOR grants and LESSEE accepts the lease of the following described Leased Premises located in the city of Staples, County of Todd, Minnesota, in the Staples Elementary School as follows:
- a. Space will be provided in the Staples Elementary/Family Center for the LESSEE to administer the Todd County WIC Program, Child and Teen Checkups, Immunization Clinics, and Maternal Child Health teaching.
 - b. The LESSOR will provide the LESSEE use of the multipurpose room on the first or preceding Wednesday, first Thursday, and possibly first Friday; plus Parent Room, Family Health & Human Services Office, the Family Center's office, and storage in the south entrance storage room.

2. USE

- 2.1 LESSEE shall use and occupy the Leased Premises for its Todd County WIC Program, Child and Teen Checkups, Immunization Clinics, and Maternal Child Health teaching.
- 2.2 The LESSOR will provide the LESSEE use of the multipurpose room on the first or preceding Wednesday, first Thursday, and possibly first Friday; plus Parent Room, Family Health & Human Services Office, the Family Center's office, and storage in the south entrance storage room.
- 2.3 The LESSEE will hold the clinic up to three days per month. Due to the changing nature of the number of clients, the number and length of days may vary.
- 2.4 The time and dates the LESSEE will use the facilities will generally be the first or preceding Wednesday, first Thursday, and possibly first Friday of each month, from 8:30 a.m. to 5:30 p.m. Any changes in times and/or dates will be negotiated between the Agency and the Family Center.
- 2.5 The LESSOR will provide electricity, heat, and custodial services, and use of the multipurpose room on the first or preceding Wednesday, first Thursday and possibly first Friday; plus Parent Room, Family Health & Human Services Office, the Family Center's office, and storage in the south entrance storage room.
- 2.6 The Lessee will use long distance telephone calling cards to assure long distance calls for the LESSEE's business are not charged to the Staples Motley School District.
- 2.7 The Staples Elementary Family Center's Health Office will be open for the Health & Human Services staff throughout the month on a drop-in basis.

3. TERM

- 3.1 The term of this Lease Agreement is for one (1) year, commencing on September 1, 2013 and continuing through August 31, 2014. LESSEE shall have the option to renew this lease for up to fifteen additional one year terms. During the term of any such renewal, the rent shall be in the amount as negotiated between the parties prior to the commencement of the renewal term. LESSEE shall give LESSOR sixty (60) days written notice prior to the expiration of the then existing lease term of its intent to renew the lease. LESSEE must be in compliance with all terms and conditions of this lease as a condition precedent to the renewal of the lease.

4. PAYMENT OF RENT

4.1 The rent during the term of this lease shall be Fifty Five and 43/100 Dollars (\$55.43) per day. Lessee will notify lessor by the 15th day of each month of the days used. Lessor will be lessee monthly with payment due by the 5th day of the following month.

5. TERMINATION

- 5.1 Termination of this lease may be made by either party with sixty (60) days written notice of intention to the other party.
- 5.2 In the event that LESSEE shall fail to fulfill its obligations as set forth in this lease, LESSOR shall notify LESSEE in writing, setting forth the specific lease term in default. LESSEE shall then be allowed thirty (30) days to correct such default. In the event that such default is not corrected within such thirty (30) day period, LESSOR may, at LESSOR's option, declare this lease terminated.
- 5.3 LESSEE covenants that upon the termination of this Lease Agreement by lapse of time or otherwise, it shall remove its personal property and vacate and surrender possession of the Leased Premises to LESSOR in as good as condition as when LESSEE took possession, ordinary wear and damage by the elements excepted. Any equipment, trade fixtures or furniture installed by LESSEE, including by not limited to moveable partitions, shelving units, projection screens and audio-video equipment attached to the Leased Premises by LESSEE, shall remain the property of the LESSEE. LESSEE shall have the right to remove the above equipment or fixtures at the expiration or termination of this Lease Agreement or any extension thereof, even though said equipment or fixtures are attached to the Leased Premises, provided that floor and wall surfaces are reasonably restored.

6. DUTIES OF LESSOR

- 6.1 UTILITIES: LESSOR shall bear the cost of heat, electricity, gas, sewer and water.
- 6.2 COMMON AREAS: LESSOR shall provide sufficient light, heat and maintenance to the common areas and public access to the Leased Premises, so that such areas shall be safe and reasonably comfortable.
- 6.3 SNOW REMOVAL: LESSOR shall keep the public sidewalks adjacent to the building and any sidewalks leading from the public sidewalks to the building free from snow, ice, and debris, including the parking lot.
- 6.4 MAINTENANCE: LESSOR shall maintain in working condition all appurtenances within the scope of this Lease Agreement, including maintenance of proper plumbing, wiring, heating and cooling devices and duct work.
- 6.5 REPAIRS: LESSOR shall make such necessary repairs so as to continue to provide all such service appurtenances as are required by this Lease Agreement, provided, however, the LESSOR shall not be responsible for repairs upon implements or articles which are the personal property of the LESSEE, nor shall LESSOR bear the expense of repairs to the Leased Premises necessitated by damage caused by LESSEE beyond normal wear and tear.
- 6.6 QUIET ENJOYMENT: So long as LESSEE is not in default, LESSEE shall have the quiet enjoyment of the Leased Premises during the full term of this Lease Agreement and any extension of renewal thereof.
- 6.7 JANITORIAL AND TRASH REMOVAL: LESSOR shall provide janitorial services and trash removal at LESSOR's expense for all areas leased.
- 6.8 HAZARDOUS WASTE: LESSEE shall be responsible for the disposal of infectious waste.
- 6.9 ACCESSIBILITY:
a. LESSOR agrees to provide and maintain the Leased Premises and the building of which the Leased Premises are a part with accessibility and facilities meeting code requirements for handicapped persons, pursuant to all applicable

laws, rules, ordinances and regulations as issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with said property.

- b. In the event of LESSOR's failure to take steps to so comply within sixty (60) days following its receipt of notice of any such noncompliance, LESSEE, as its sole remedy, shall have the option to terminate this Lease Agreement within sixty (60) days prior written notice to LESSOR. For major compliance changes, the sixty days will be waived to allow for acquiring funds through levy, grants, or normal budgeting. This time period will be adjusted for major changes to accommodate periods when the building is not occupied unless condition is life threatening.

7. DUTIES OF LESSEE

- 7.1 LESSEE shall allow access to the Leased Premises by LESSOR or its authorized representatives at any reasonable time during the life of this Lease Agreement for any purpose within the scope of the Lease Agreement.
- 7.2 LESSEE shall not use the Leased Premises at any time for any purpose forbidden by law or contrary to the requirements of the Minnesota Commissioner of Finance relative to the Leased Premises.
- 7.3 LESSEE shall not assign, sublet, or otherwise transfer its interest in the Lease agreement without prior written consent of LESSOR.
- 7.4 LESSEE shall make no alterations, additions, or changes in the Leased Premises without prior written consent of LESSOR. All alterations, additions, improvements and fixtures which may be made or installed by LESSOR upon Leased Premises and which in any manner area attached to the floors, walls or ceilings, at the termination of this lease shall remain the property of LESSOR, and shall remain upon and be surrendered with the Leased Premises as a part thereof, without damage or injury beyond normal wear and tear and floor covering affixed to the floor shall likewise become the property of LESSOR.
- 7.5 LESSEE shall be responsible for the payment of all costs associated with its telephone services to the Leased Premises.
- 7.6 LESSEE shall furnish to LESSOR an initial program evaluation report, and an annual report including revenue and expense projections, due at the end to the LESSEE's fiscal year for each year of the lease.

8. DESTRUCTION OF PREMISES

- 8.1 In the event the Leased Premises are damaged or destroyed by fire or other casualty, LESSOR shall with reasonable diligence, repair such damage and restore the Leased Premises to, substantially, its condition at the time LESSEE took possession at the commencement of the term hereof, subject to delays which may arise by reason of adjustment of loss under insurance policies and delays beyond the reasonable control of LESSOR: and to the extent the Leased Premises are rendered untenantable, the rent shall abate proportionately except that there shall be no abatement of rent in the event such damage was caused by or contributed by the act, fault or neglect of LESSEE, its employees or agents; provided, however, that if LESSOR determined in its sole discretions that it is impractical to restore the Leased Premises, LESSOR may terminate this Lease Agreement and rent shall be adjusted to the date of damage. LESSOR must notify LESSEE of its intentions within thirty (30) days of the damage and, if the intent is to restore, it must start restorations within sixty (60) days of the damage and complete restorations within a reasonable time as determined by building authorities.

9. INSURANCE LIABILITY

- 9.1 It shall be the duty of LESSOR to insure the building against damage from fire, wind, or any other damages normally covered by a commercial policy. Exclusions would include floods, riots, wars and other components if so identified in the LESSOR's commercial insurance policy, any cause whatsoever. It is expressly understood that LESSEE assumes by this Lease Agreement no liability for such damages, except as provided in this Lease Agreement.
- 9.2 LESSOR and LESSEE agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof.

9.3 LESSEE agrees that LESSOR assumes by this Lease Agreement no liability for loss of LESSEE's personal property resulting from fire, tornado, civil disorder, theft or any other cause whatsoever, except as may be attributed to LESSOR's negligence, acts or omissions as determined by a court of law.

10. BUILDING ACCESS

10.1 LESSOR shall provide LESSEE with a key for access to the Leased Premises during normal business hours. However, LESSOR shall provide for access to the Leased Premises seven days per week, within the limits of the LESSOR's normal security procedures.

10.2 Evacuations of Building, LESSEE will vacate premises for fire drills or other emergency situations requiring such.

11. NOTICES

11.1 All notices, or communications between LESSOR and LESSEE shall be deemed sufficiently given or rendered if in writing and delivered to either party personally or sent by registered or certified mail addressed as follows:

LESSOR: Independent School District 2170; 202 Pleasant Ave;
Staples, MN 56479

LESSEE: Todd County Health and Human Services; 212 2nd Avenue South,
Long Prairie, MN 56347

12. SIGNS, DISPLAY WINDOWS; BUSINESS ADDRESS

12.1 LESSEE agrees to obtain LESSOR's prior written approval of all signs including lettering and other advertising media upon the exterior of the Leased Premises and the exterior and interior surfaces of all doors and show windows. All signs constructed for exterior application shall comply with any and all existing city codes then in effect. The cost of installing, maintaining, changing and removing all signs shall be borne by LESSEE. LESSEE's rights in respect of signs shall not be transferable. Exterior signs shall not be mounted to the brick wall for which holes are drilled. Exterior signs should be mounted on decorative posts and displays.

13. ACCESS TO PREMISES

13.1 LESSOR shall have the right to enter upon the Leased Premises at all reasonable hours for the purpose of inspecting the same or of making repairs, additions or alterations thereto or to the building in which the same are located. LESSOR further reserves the right to enter the Leased Premises at any time in the event of any emergency.

14. NONDISCRIMINATION

14.1 The Family Center agrees to abide by all Federal and State nondiscrimination legislation, to the effect that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the basis of race, color, national origin, age, sex, or handicap in regards to the agency's programs.

STATUTORY AUTHORITY

15.1 This lease is entered into by the parties hereto to provide an adequate facility for early childhood learning programs, as authorized by Minnesota Statutes Sections 16A.695, 123.36(10), and 268.917, and Minnesota Session Laws 1994, Chapter 643, Section 17(2).

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LESSOR:
Independent School District No 2170

LESSEE:
Todd County Health & Human Services

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

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RENTAL AGREEMENT

This agreement is between the County of Todd, through the Todd County Health and Human Services, herein after referred to as the Agency and the Assembly of God Church of Eagle Bend, here in after referred to as the Church.

IN CONSIDERATION of the mutual promises, agreements, and understanding hereinafter set forth, it is hereby agreed as follows:

1. The Church will provide space within their premises for the Agency to administer the Todd County: WIC Program, Child & Teen Checkups, Immunizations and Maternal Child Health education at a rate of \$50.00/month.

2. The Agency will hold the clinic at the contracted location one day per month. Dates are:

Sept. 10, 2013	Oct. 8, 2013	Nov. 12, 2013
Dec. 10, 2013	Jan. 14, 2014	Feb. 11, 2014
March 11, 2014	Apr. 8, 2014	May 13, 2014
June 10, 2014	July 8, 2014	Aug. 12, 2014

The time and dates the Agency will use the facilities will be the 2nd Tuesday of the month from 8:00 am - 6:00 pm. Any changes in rental fees, times or dates will be negotiated between the Agency and the Church. Parties understand that Church events will normally not be scheduled on the above dates and times. Church events that cannot be rescheduled to alternate dates will take precedence over clinic dates (ie: funerals).

3. The Church will provide opening and closing of the facility, heat, telephone, storage space, trash removal, use of the main level excluding the sanctuary and retain responsibility for snow removal for parking lot and sidewalks.

4. The Agency will use Long Distance telephone calling cards to assure the Agency's business calls are not charged to the church. The Agency will return rooms to original order. The Agency shall be responsible for the disposal of OSHA designated hazardous waste generated at the clinic. Eg. Syringes.

5. The Agency agrees the Church assumes no liability for loss of the Agency's property so long as reasonable safe storage area is provided, and in the absence of negligence.

6. Parties understand that the Church has and will continue to have in effect liability coverage for injuries caused on premises.

7. Parties understand Todd County has liability coverage for acts normally associated with services provided at clinic.

8. The Church and the Agency agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof.

9. It is understood and agreed that the County's liability shall be limited by the provisions of MN St. Ch 466 (Tort Liability, Political Subdivisions) or other applicable law.

10. The Church agrees to abide by all Federal and State nondiscrimination legislation, to the effect that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination on the basis of race, color, national origin, age, sex, or handicap in regards to the Agency's Programs.

This agreement will commence on September 1, 2013 and shall continue and be binding upon both parties until August 30, 2014. Termination of this agreement may be made by either party with 60 days written notice of intention to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed.

Authorized signature for the Church: _____

Date: _____

Todd County Health & Human Services Director: _____

Date: _____

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Minnesota Department of **Human Services**

RECEIVED

JUL 15 2013

**TODD COUNTY
HEALTH & HUMAN SERVICES**

July 8, 2013

Cheryl Schneider, Director
Todd County Health and Human Services
Courthouse Annex
212 Second Avenue, South
Long Prairie, MN 56347-1640

Dear Director:

I am pleased to inform you that Todd County has been awarded an Adoption and Foster Care Recruitment Grant to recruit relative adoptive and/or relative foster parents for children in foster care. This grant is valid July 1, 2013, through June 30, 2015, through state funds. It supports agencies' efforts for the diligent recruitment of relatives to become foster and adoptive parents through access of Web-based search technology to identify and notify adult relatives of a child's need for foster care placement. The funding makes available statewide purchasing of LexisNexis Accurint for agency relative search and notification efforts.

Amount and Period of Funding

The total funding available to Todd County for the grant period July 1, 2013, to June 30, 2015, is \$2,784.00. Reimbursement will be consistent with the budget summary outlined in this letter. Reimbursement eligibility will begin upon signature on the enclosed grant agreement by the chairperson of your county board (Attachment A).

Funding must be used to purchase LexisNexis Accurint licenses for agency relative search and notification efforts. These funds may not be used to supplant or replace current agency or state efforts and funding sources, including federal Title IV-E of the Social Security Act: foster care maintenance and adoption assistance.

If state funds are discontinued, reduced or otherwise become unavailable, the grant will be adjusted, reduced or terminated. Any funds not used for the purposes indicated in this grant award letter will be subject to return to the Minnesota Department of Human Services.

County Duties

The general purpose of the Adoption and Foster Care Recruitment Grant is to support agencies' efforts for the diligent recruitment of relatives to become foster and adoptive parents. When a child is in need of foster care placement, relatives are the first consideration. Through the use of Web-based search technology, county agencies can identify and notify adult relatives that they have a young family member in need of foster care. Grant counties must:

- Enter into an agreement with LexisNexis to purchase Web-based technology, that will include monthly billing
- Designate staff responsible to use LexisNexis Accurint to search for relatives, view search results and provide administrative oversight
- Report relative placement percentages with quarterly invoices
- Attend Virtual Presence Communication (VPC) or Web-based trainings offered by LexisNexis Accurint and the department.

Grant counties that develop regional partnerships to purchase LexisNexis Accurint will need to:

- Enter into data-sharing agreements to communicate search requests and results of LexisNexis Accurint searches
- Develop a regional practice or protocol to request LexisNexis Accurint searches and results.

The grant funds will be distributed based on the number of children an agency had placement responsibility for in calendar year 2011, as defined in bulletin #13-68-02.

Any subsequent revisions of the budget or amendments to the county’s application approved by the Minnesota Department of Human Services will become part of this agreement.

Funding Reporting Requirements

Adoption and Foster Care Recruitment Grant counties will be reimbursed for costs of LexisNexis Accurint based on the following budget summary:

Budget summary for fiscal year 2014-2015:	
Total number of LexisNexis Accurint licenses requested	1
X \$116 (monthly cost for each license)	\$116.00
Monthly cost for LexisNexis Accurint	\$116.00
X 24 months (State Fiscal Year – July 1, 2013 to June 30, 2015)	\$2,784.00
Total amount of recruitment grant funds requested for SFY 2014-2015:	\$2,784.00

Grant counties will report their relative placement percentage data from the Child Welfare Data Dashboard, and send completed invoices for budgeted costs on October 15, 2013, January 15, 2014, April 15, 2014, July 15, 2014, October 15, 2014, January 15, 2015, April 15, 2015, with a final report due July 15, 2015.

Invoice

An invoice is an email to the grant manager, with the following information:

- Amount paid to LexisNexis Accurint
- Minnesota Department of Human Services, Child Welfare Data Dashboard – Relative Placement Percentage for the most recent quarter available.

Upon receipt of invoices by the department, the county will receive reimbursement of actual expenditures through electronic funds transfer.

Acceptance of Grant Funds

This grant award is contingent upon county board approval as documented by completion and return of the Acceptance of Grant Award form, Attachment A. Upon receipt of this completed form, the specified grant funds will be reimbursed to Todd County, according to the budget summary and submitted invoices.

Grant expenditures beginning July 1, 2013, will be eligible for reimbursement following the signature date on the Acceptance of Grant Award form.

The Adoption and Foster Care Recruitment Grants are managed by Deborah Beske Brown, 651-431-4731. Send all paperwork and/or forms to her at:

Minnesota Department of Human Services
Child Safety and Permanency Division
P.O. Box 64943
St. Paul, MN 55164-0943

LexisNexis Accurint

These funds are to be used to purchase LexisNexis Accurint. Questions about LexisNexis Accurint Should be directed to:

Rodney Johnson—MCMP-II
Strategic Account Manager
State and Local Government
LexisNexis | Risk Solutions
740-756-7195, Direct
614-638-9701, Mobile
rodney.johnson@lexisnexis.com

Sincerely,



Christeen Borsheim, Director
Child Safety and Permanency Division

Attachment A

Cc: Lynn T. Nguyen, program accountant, DHS
Deborah Beske Brown, child foster care consultant, DHS

ACCEPTANCE OF GRANT AWARD

Grant award for the July 1, 2013, through June 30, 2015, Adoption and Foster Care Recruitment Grant operating under the state of Minnesota with specific funding sources. Pursuant to Minn. Stat., section 256.01, subd. 2(a)(6), the Minnesota Department of Human Services is empowered to award grants to Minnesota counties.

Name of county: Todd County

County project coordinator: Emily Steinert, social service supervisor: 320-732-4476

DHS project coordinator: Deborah Beske Brown, agency policy specialist, 651-431-4731

Agreement and certification by Todd County Board of Commissioners

It is understood and agreed by the county board that any funds granted pursuant to the application for state of Minnesota funds are to be expended for the purposes set forth in the application and grant award letter as approved by the commissioner of Human Services and in accordance with applicable laws and rules. The application and grant award letter are both incorporated into this award by reference. Further, it is understood that the budgets, expenditures, and program will be subject to periodic review by the commissioner. If funds are not being used to implement the approved plan and according to the grant award letter, they may be subject to return or future payment deductions in accordance with Minn. Stat., section 256.01, subd. 2. All payment information is included in the incorporated grant award letter. An amended grant award letter will be issued and must be signed in the event any changes are made to the terms of the grant award.

The receipt of grant funds by the county board assures acceptance by the board of the following responsibilities:

1. These funds may not be used to supplant or replace current agency or state efforts and funding sources, including federal Title IV-E of the Social Security Act: foster care maintenance and adoption assistance
2. Utilization of written personnel policies in assigning and compensating project employees
3. Compliance with Titles VI and VII of the United States Civil Rights Act of 1964, Americans with Disabilities Act, and the Minnesota Human Rights Act, Minn. Stat., chapter 363
4. Compliance with the Minnesota Government Data Practices Act, Minn. Stat., chapter 13
5. Compliance with Worker's Compensation insurance coverage requirements of Minn. Stat., section 176.181, subd. 2
6. Responsibility for any and all claims or causes of action arising from the performance of this grant to the extent provided for in Minn. Stat., sections 466.01 to 466.15
7. Compliance with all applicable federal and state regulations, including, but not limited to, the Single Audit Act (OMB Circular A-133), Debarment and Suspension certifications (45 CFR § 92.35) and Federal Cost Principles and Administrative Requirements (OMB Circulars A-87 and A-102).

Signature:

Chairperson:

Date:

MINNESOTA DEPARTMENT OF HUMAN SERVICES
CONTRACT TO PARTICIPATE IN THE
LOCAL COLLABORATIVE TIME STUDY

THIS CONTRACT, which shall be interpreted under the laws of the State of Minnesota is between the State of Minnesota, acting through its Department of Human Services (hereinafter STATE) and Todd County, acting through its Department of Social Services, 212 Second Avenue South, Long Prairie, MN 56347(hereinafter COUNTY):

WHEREAS, the STATE, under Minnesota Statutes, Section(s) 256.01, subd. 2(1)(f) is authorized to enter into contracts and grants, and

WHEREAS, the STATE and COUNTY have a shared interest in enhancing federal funding to children's mental health collaboratives and family services collaboratives by claiming reimbursement for eligible activities through the Local Collaborative Time Study (hereinafter "LCTS"), and

WHEREAS, the COUNTY represents that it is duly qualified and willing to perform the services set forth herein,

NOW, THEREFORE, it is agreed:

ARTICLE I

COUNTY'S DUTIES

Section 1.1. *Administration of the LCTS.* The COUNTY shall act as the reporting and payment agent for purposes of administering the LCTS on behalf of one or more local collaboratives. As reporting and payment agent, the COUNTY is responsible for:

1. Serving as a liaison between all participating collaboratives located in or near the COUNTY;
2. Ensuring accurate and timely cost reporting for each organization submitting claims for reimbursement through the LCTS;
3. Combining cost reports for all local organizations participating in the LCTS into a collaborative summary; and
4. Receiving federal funding from the STATE on behalf of the various collaboratives.

Section 1.2. *Relationship between the COUNTY and the collaborative(s).* It is understood that the COUNTY shall participate with other local partners in carrying out the collaborative's functions. In light of this understanding, it is incumbent upon the COUNTY to see to it that appropriate arrangements are made and legal instruments executed with local partners to ensure the completion of the duties described in this contract.

Section 1.3. *Reporting requirements.* The COUNTY together with its collaborative partners shall submit reports as reasonably requested by the STATE. The reports will provide information on such matters as anticipated and actual use of LCTS funds, outcome-based indicators used to determine whether the collaborative is meeting its goals, or such other items needed by the STATE to properly administer the LCTS and comply with all appropriate federal and state laws, rules and regulations.

Section 1.4. *LCTS training.* The COUNTY working with its collaborative partners shall ensure that staff sampled by the LCTS and LCTS Coordinators have completed training in the LCTS.

Section 1.5. *Compliance with federal regulations.* (a) The COUNTY shall administer the federal funds claimed through the LCTS consistent with Code of Federal Regulations, Title 45, Parts 74 and 92.

(b) The COUNTY shall comply with the requirements for claiming administrative services under Title IV-E of the Social Security Act in accordance with Code of Federal Regulations, Title 45, Section 1356.60. In addition, the COUNTY shall comply with the requirements for claiming expenditures as training costs in accordance with Code of Federal Regulations, Title 45, Sections 235.63 to 235.66.

(c) The COUNTY shall ensure that costs claimed for reimbursement through the LCTS shall be the actual costs, to be determined in accordance with cost principles outlined in OMB Circulars A-21, A-87 and A-122, as appropriate. Properly constructed time studies shall be the basis for separating allowable from unallowable costs and for establishing appropriate costs. In the event the benefits of the activities to be claimed extend beyond the federal program, then either individual program eligibility shall be applied with the time study process, or eligibility ratios shall be applied to the final results in order to determine the proper share of each allowable activity's costs to be charged to the federal program.

Section 1.6. *Use of LCTS funds.* The COUNTY agrees that all revenue resulting from the LCTS shall be deposited in the integrated fund under the operating authority of each collaborative's governing body. It is understood that the authority to decide how LCTS funds are spent shall reside with each local collaborative. It is further understood that LCTS funds shall be used to expand prevention and early intervention services to families and children and be consistent with the following paragraphs:

(i) For children's mental health collaboratives, LCTS funds shall be used to expand the initial target population or to develop or provide mental health services through the local integrated service system to children in the target population pursuant to Minnesota Statutes, Section 245.495(a).

(ii) For family services collaboratives, LCTS funds shall be used to expand expenditures for education, social, health, or health-related services to families and children pursuant to Minnesota Statutes, Section 256F.13(1)(b)(4).

(iii) LCTS funds shall not be used to pay for out-of-home placements.

Section 1.7. *Maintain accounting system.* The COUNTY and agencies participating in the LCTS shall maintain an accounting and financial management system adequate to support all claims for federal reimbursement through the LCTS. The STATE, COUNTY and other agencies participating in the LCTS shall work together to ensure the implementation of an adequate accounting and financial management system.

Section 1.8. *Nonfederal share of expenditures.* The COUNTY and other agencies participating in the LCTS shall provide the nonfederal share of all expenditures for which federal revenue is claimed through the LCTS. In addition, the COUNTY and other agencies shall ensure that expenditures submitted for federal reimbursement shall be paid from public sources other than federal funds or funds used to match other federal funds.

ARTICLE 2

STATE'S DUTIES

Section 2.1. *Training.* The STATE shall provide training to the COUNTY and other collaborative partners regarding the administration of the LCTS.

Section 2.2. *Payment of LCTS funds.* The STATE shall pay the federal reimbursement earned under this Contract to the COUNTY based on their earnings pursuant to the terms of payment in Article 3.

Section 2.3. *Relationship to other funding.* The STATE shall ensure that federal reimbursement earned pursuant to this contract shall not be used in determining the allocation or distribution of other funds to counties or collaboratives.

ARTICLE 3

TERMS OF PAYMENT

Section 3.1. *Payment schedule.* (a) Except as provided in this Article, the STATE shall forward to the COUNTY on a quarterly basis federal funds earned through the LCTS.

(b) For purposes of this contract, the term "quarter" shall mean a period of three months ending on the last day of March, June, September and December.

Section 3.2. *Basis of payments.* Payments to the COUNTY shall be based upon activities and costs eligible for reimbursement through Titles IV-E and XIX of the Social Security Act. If at any time such federal funds become unavailable, the COUNTY shall be paid on a pro rata basis, for services satisfactorily performed and for which federal reimbursement was received.

Section 3.3. *Submission of reports.* (a) The amount forwarded to the COUNTY shall be based on eligible activities identified through the LCTS and quarterly costs. The COUNTY shall submit LCTS cost reports within 20 days after the end of the quarter. Cost reports received by the STATE more than 20 days after the end of the quarter and amended cost reports shall be processed one year after the original cost report was due unless otherwise agreed to by the STATE. Cost reports submitted more than one year after the original due date will not be eligible for reimbursement.

(b) The COUNTY working with its collaborative partners shall submit LCTS response data to the STATE within seven days from the time the random moment was to be completed, unless otherwise agreed to by the STATE.

Section 3.4. *DHS Administrative fee.* The STATE will invoice the COUNTY on an annual basis, using a form approved by the STATE, for the STATE's total expenditures during the designated annual period in order to repay the special revenue maximization account for state expenses incurred exclusively in administering the LCTS. Payment in full is due to the STATE no more than thirty (30) days past the date of the invoice. If efforts to rectify payment issues with the COUNTY are unsuccessful, the STATE may suspend or terminate the COUNTY'S participation in the Local Collaborative Time Study (LCTS) until such time as the delinquent invoice is paid in full.

Section 3.5. *Disallowances.* The STATE shall recover from the COUNTY any federal fiscal disallowances or sanctions attributable to actions of the COUNTY, COUNTY'S subcontractors, agencies participating in the LCTS, or other members of the collaborative. If federal fiscal disallowances or sanctions are based on either a statewide sample or a categorical disallowance imposed across the State, the STATE shall recover the proportional share of the disallowance or sanction from the COUNTY.

Section 3.6. *Conditions of payment.* All services and reporting provided by the COUNTY or the members of the collaborative pursuant to this contract shall be performed to the satisfaction of the STATE, as determined in the sole discretion of its authorized agent, and in accord with all applicable federal, state and local laws, rules and regulations. The STATE reserves the right to suspend, reduce or terminate the distribution of LCTS funds to the COUNTY for services, LCTS reporting, or reporting provided pursuant to Section 1.3 of this contract found by the STATE to be unsatisfactory or in violation of federal or state laws and regulations.

Section 3.7. *Payment recoupment.* The COUNTY must reimburse the STATE upon demand or the STATE may deduct from future payments made pursuant to the contract, any amounts paid by the STATE under this contract, for which invoices and progress reports have not been received, or for which the COUNTY'S or collaborative'S books, records or other documents are not sufficient to clearly substantiate that those amounts were used by the COUNTY or collaborative to perform the services described in this contract.

ARTICLE 4

TERM OF CONTRACT

Section 4.1. *Term of contract.* This contract shall be effective July 1, 2012, or upon the date that the final required signature is obtained by the STATE pursuant to Minnesota Statutes Section 16C.05, subdivision 2, whichever occurs later, and shall remain in effect until June 30, 2017 or until canceled according to the provisions set forth in Section 4.2.

Section 4.2. *Cancellation.* This contract may be canceled by the STATE, COUNTY or the Commissioner of the Department of Administration at any time, with or without cause, upon thirty (30) days' written notice to the parties of this contract. In the event of such cancellation, the COUNTY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

ARTICLE 5

GENERAL PROVISIONS

Section 5.1. *State's authorized agent.* The STATE's authorized agent for the purposes of administration of this contract is Danna Reese, or her successor. Such agent shall have final authority for acceptance of services and reports provided by the COUNTY or members of the collaborative.

Section 5.2. *Amendments.* Any amendments to the contract shall be in writing, and shall be executed by the same parties who executed the original contract or their successors in office.

Section 5.3. *Assignment.* The COUNTY shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of the STATE. However, in the event of a disallowance or sanction imposed by the federal government, the county may pass part or all of the disallowance or sanction risk to other members of the collaborative by incorporation of a risk sharing provision into the Collaborative's governance agreement.

Section 5.4. *Liability.* To the extent provided for in Minnesota Statutes, section 466.01 to 466.15, the COUNTY agrees to be responsible for any and all claims or causes of action arising from the performance of this grant by COUNTY, collaborative members, or any agents of the COUNTY or collaborative members. This clause shall not be construed to bar any legal remedies COUNTY may have for the STATE's failure to fulfill its obligations pursuant to this grant.

Section 5.5. *State and federal audits.* The books, records, documents, and accounting procedures, and practices of the COUNTY, collaborative and any collaborative members relevant to this contract shall be subject to examination by the STATE's contracting department, the legislative auditor, and appropriate federal auditors. Records shall be sufficient to reflect all costs incurred in performance of the contract, and shall be maintained for six years.

Section 5.6. *Ownership of materials and intellectual property rights.* (a) All materials conceived or originated by the COUNTY or collaborative members either individually or jointly with others arising out of the performance of this contract shall be brought to the attention of the STATE and the STATE shall have the right to reproduce, publish, or otherwise use, and to authorize others to use, the materials for collaborative-related purposes. Materials include any report, study, computer software, database, model, invention, photograph, negative, audio or video recording, or other item or document, in whatever form, created or prepared by the COUNTY or collaborative members in the performance of its obligations under this contract.

(b) If any copyrightable material is developed in the course of or under this contract, the STATE and the U.S. Department of Health and Human Services shall have a royalty free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes.

Section 5.7. *Workers' compensation.* GRANTEE certified that it is in compliance with the workers' compensation insurance coverage requirements of Minnesota Statutes, Section 176.181, Subdivision 2. The GRANTEE'S employees and agents will not be considered employees of the STATE. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE'S obligation or responsibility.

Section 5.8. *Affirmative Action.* The COUNTY certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363.073. This section shall not apply if the amount of funds distributed pursuant to the contract is less than \$50,000 where the COUNTY has not employed more than twenty full-time employees at any time during the previous 12 months.

Section 5.9. *Purchase of equipment.* The COUNTY shall obtain the STATE's approval before purchasing an information management system or any equipment to support an information management system using LCTS funds.

Section 5.10. *Ownership of equipment.* (When applicable) Disposition of all equipment purchased pursuant to this contract shall be in accordance with Title 45, Code of Federal Regulations, part 74, subpart C. For all equipment having a unit acquisition of \$5,000.00 or more, the STATE shall have the right to require transfer of the equipment (including title) to the Federal government or to an eligible non-Federal party named by the STATE. This right will normally be exercised by the STATE only if the project or program for which the equipment was acquired is transferred from one COUNTY to another.

Section 5.11. *Federal audit requirements and contractor debarment information.* COUNTY certifies it will comply with the Single Audit Act, OMB Circular A-128 and OMB Circular A-133, as applicable. Failure to comply with these requirements could result in forfeiture of federal funds.

COUNTY DEBARMENT, SUSPENSION AND RESPONSIBILITY

CERTIFICATION. Federal Regulation 45 CFR 92.35 prohibits the State from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minn. Stat. 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By signing this contract, COUNTY certifies that it and its principals:

1. Are 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; and
2. Have not within a three-year period preceding this Contract: a) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; b) violated any federal or state antitrust statutes; or c) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: a) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; b) violating any federal or state antitrust statutes; or c) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
4. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this contract are in violation of any of the certifications set forth above.
5. Shall immediately give written notice to the State should COUNTY come under investigation for allegations of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing; a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

Section 5.12. *Data privacy.* It is expressly agreed that the COUNTY and the collaborative members shall abide by all applicable state and federal laws and regulations concerning the handling and disclosure of private and confidential data on individuals or other data made not public by such laws or regulations. The COUNTY agrees to indemnify and save and hold the STATE, its agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any state or federal laws and regulations governing the disclosure of data by the COUNTY or collaborative members, including legal fees and disbursements paid or incurred to enforce the provision of this contract.

It is expressly agreed that the COUNTY, COUNTY's subcontractors, agencies participating in the LCTS, and other collaborative members are not members of or included within the welfare system for purposes of the Minnesota Government Data Practices Act solely as a result of this contract.

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

APPROVED:

**1. COUNTY – TODD COUNTY
DEPT. OF SOCIAL SERVICES**

By: _____

Title:

Date: _____

**2. MINNESOTA DEPARTMENT OF
HUMAN SERVICES**

By: _____

Title: Director,
Financial Operations Division

Date: _____

I certify that the signatories for the COUNTY have the lawful authority to bind the COUNTY to the terms of this contract.

By: _____
County Attorney

Date: _____

**AMENDMENT TO THE CONTRACT FOR MEDIA CONSULTATION SERVICES
BETWEEN**

**TODD COUNTY HEALTH AND HUMAN SERVICES
AND
SARA WOLF-THOMPSON, POSITIVE COMMUNITY NORMS (PCN) MARKETING
CONTRACTOR**

July 16, 2013

This amendment to the original contract (approved by the Todd County Board of Commissioners on June 12, 2012) results from ongoing Positive Community Norms marketing work needed to complete the Youth Alcohol Prevention grant strategies funded by the Department of Human Services Alcohol and Drug Abuse Division.

This amendment will change the contract period end date from June 30, 2013 to June 30, 2014. The federal reimbursement rate has also been updated. In addition the following language has been inserted, "A per diem rate of \$50 per day will be paid for each day of required training attendance." This contract extension will follow the same terms as the original contract including the budgeted amount of \$14,400 for the next fiscal year (July 1, 2013-June 30, 2014).

IN WITNESS WHEREOF, Todd County Health & Human Services and Sara Wolf-Thompson, Marketing Contractor have executed this amended agreement as of the day and year first written, approved as to form and executed.

Sara Wolf-Thompson
Marketing Contractor

Date

Chair
Todd County Board of Commissioners

Date

**CONTRACT FOR MEDIA CONSULTATION SERVICES
BETWEEN**

**TODD COUNTY HEALTH AND HUMAN SERVICES
AND
SARA WOLF-THOMPSON, POSITIVE COMMUNITY NORMS (PCN) MARKETING
CONTRACTOR**

The Youth Alcohol Prevention Grant received by Todd County Health and Human Services requires media consultation services to complete its Positive Community Norms (PCN) media campaign. This contract between Todd County Health and Human Services and Sara Wolf-Thompson provides the necessary media consultation services for the Youth Alcohol Prevention (YAP) grant.

This contract does not constitute any relationship of employment. The following outlines the understanding between Todd County Health and Human Services and Sara Wolf-Thompson, PCN Marketing Contractor.

INDEPENDENT CONTRACTOR STATUS

Contractor is to be and shall remain an independent contractor with respect to any and all work performed under this Contract. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship or agents, partners, joint ventures or associates between the parties, or as constituting Contractor as the employee of the County for any purpose or in any manner whatsoever.

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The Contractor agrees to defend, indemnify, and hold Todd County, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses arising out of act or omission on the part of the Contractor, or its subcontractors, partners or independent contractors or any of their agents or employees in the performance of or with relation to any of the work or services to be performed or furnished by the Contractor or the subcontractors, partner, or independent contractors or any of their agents or employees under the agreement.

INSURANCE

Contractor agrees, that in order to protect itself and the County under the indemnity provisions set forth above, it will at all times during the term of this Contract keep in force policies of insurance.

The PCN Marketing Contractor will be responsible for assisting with all PCN message development and pilot testing (see attached PCN Marketing work plan). This contract will be on a regular basis, available weekly for work projects as agreed upon between the Health and Human Services Director, YAP grant staff, and the PCN Marketing Contractor.

The contract services will meet all state standards and practices as required by the Department of Human Services- Alcohol and Drug Abuse Division.

All communication documents and publications are the property of Todd County Health and Human Services. Todd County Health and Human Services shall provide access to necessary documents needed for YAP media and communications work.

The Todd County Health and Human Services Director along with the YAP Grant Coordinator will review and make all final decisions regarding YAP media and communications.

The PCN Marketing Contractor will adhere to all applicable data practices and privacy standards, including those in HIPPA.

Sara Wolf-Thompson agrees she is an independent contractor.

Todd County shall not be responsible for any Social Security, Unemployment, State or Federal tax withholding, or any such costs.

Sara Wolf-Thompson agrees she is responsible for all such costs listed above.

The PCN Marketing Contractor shall provide a record of work hours submitted for payment monthly.

Todd County Health and Human Services Department shall pay the PCN Marketing Contractor at \$40.00 per hour, with an average of 30 hours per month or as needed by the YAP grant not to exceed 360 hours in the contract period. This hourly rate does include mileage and travel costs for one monthly site visit. Travel costs for any additional meetings, conferences, or trainings required by the YAP grant will be reimbursable. A per diem rate of \$50 per day will be paid for each day of required training attendance. Mileage will be reimbursed at the federal reimbursement rate of 0.555 per mile. Any additional expenses incurred will be subject to approval by Todd County.

This contract is for the time period of July 1, 2012 through ~~June 30, 2013~~ June 30, 2104.

Any alteration of the provisions of this agreement shall be valid when placed in writing, duly signed and attached to the original of this agreement.

Cancellation of this agreement may be done by either party with a 60 day notice given in writing.

Cheryl Schneider
Todd County Health & Human Services Director

Sara Wolf-Thompson
PCN Marketing Contractor

Date

Date

Chairman
Todd County Board of Commissioners

Date

Chuck Rasmussen
Todd County Attorney

Date

PCN Marketing Contractor Work Plan

Work with coordinator in the development and implementation of the Seven-Step Positive Community Norms Process. The Seven Step process is outlined below, the Media Consultant will assist the coordinator in the following ways:

Step One: Planning and Environmental Advocacy

- Package community information, stories and Seven Core Principles into materials that are useful to you in your conversations and meaningful to your stakeholders.
- Plan steps needed to reach out to stakeholders and communicate with them.
- Help with branding creation such as logos, campaign name, etc.

Step Two: Baseline Data

- Study the data
- Set campaign objectives

Step Three: Message Development

- Interpret your principles and ideas
- Create meaningful messages that speak to your focus audiences, align with your goals and stay true to the PCN framework
- Research available media sources and their reach to your focus audiences.
- Partner message with appropriate media sources.

Step Four: Communication Plan

- Conduct communication research
- Plan advertising approaches
- Evaluate media buys/match them to your budget
- Plan publicity (press releases)
- Plan activities for various focus audiences
- Create a written communication plan

Step Five: Pilot Testing and Refining

- Create a plan for implementing and evaluating your pilot tests.
- Refine the media pieces to reflect community input.

Step Six: Implementation

- Implement your communications plan
- Analyze public response
- Collect data for the next round of messages

Step Seven: Evaluation

Work with coordinator in conducting:

- Formative evaluation
- Process evaluation
- Outcome evaluation
- Impact evaluation
- Reflection and action

**CONTRACT FOR MOTIVATIONAL INTERVIEWING SERVICES
BETWEEN**

**TODD COUNTY HEALTH AND HUMAN SERVICES
AND
CONTRACTOR, ECKMAAHS & ASSOCIATES, LLC**

The Community Transformation Grant (CTG) received by Morrison-Todd-Wadena Community Health Board requires motivational interviewing training services to complete its healthcare objectives. This contract between Todd County Health and Human Services and EckMaahs & Associates, LLC provides the necessary healthcare training services for the Community Transformation Grant.

This contract does not constitute any relationship of employment. The following outlines the understanding between Todd County Health and Human Services and EckMaahs & Associates.

INDEPENDENT CONTRACTOR STATUS

Contractor is to be and shall remain an independent contractor with respect to any and all work performed under this Contract. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship or agents, partners, joint ventures or associates between the parties, or as constituting Contractor as the employee of the County for any purpose or in any manner whatsoever.

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The Contractor agrees to defend, indemnify, and hold Todd County, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses arising out of act or omission on the part of the Contractor, or its subcontractors, partners or independent contractors or any of their agents or employees in the performance of or with relation to any of the work or services to be performed or furnished by the Contractor or the subcontractors, partner, or independent contractors or any of their agents or employees under the agreement.

INSURANCE

Contractor agrees, that in order to protect itself and the County under the indemnity provisions set forth above, it will at all times during the term of this Contract keep in force policies of insurance.

EckMaahs & Associates will be responsible for facilitating two motivational interviewing workshops in Little Falls and Wadena, Minnesota. See attached scope of work and cost proposal for full details.

The contract services will meet all state standards and practices as required by the Minnesota Department of Health.

EckMaahs & Associates will adhere to all applicable data practices and privacy standards, including those in HIPPA.

EckMaahs & Associates agrees they are an independent contractor.

Todd County shall not be responsible for any Social Security, Unemployment, State or Federal tax withholding, or any such costs. EckMaahs & Associates agrees they are responsible for all such costs listed above.

Any alteration of the provisions of this agreement shall be valid when placed in writing, duly signed and attached to the original of this agreement. Cancellation of this agreement may be done by either party with a 60 day notice given in writing.

Cheryl Schneider, Director
Todd County Health & Human Services

Sue EckMaahs, President
EckMaahs & Associates, LLC

Date

Date

Chairman
Todd County Board of Commissioners

Chuck Rasmussen
Todd County Attorney

Date

Date

Motivational Interviewing Training for HealthCare Professionals Scope of Work and Cost Proposal

Qualifications of Training Agency:

Since our inception in 2004, EckMaahs and Associates, LLC (EMA) has focused on providing the highest level of MI training and skill coaching in Minnesota (and across the country). Our clients include clinicians spanning many different helping professions including primary care, public health, early childhood services, community health, mental health, chemical health, child protection, workforce development, and probation. Some of our most exciting projects have served such clients as Brigham and Women's Hospital, Sage and Sage*Plus*, SHIP, Public Health, and U.S. Coast Guard Physicians/PA's.

EMA has provided well over 200 Motivational Interviewing workshops over the last 4 years and hundreds of hours of individual skill coaching. We also work very closely with agencies to develop implementation plans for creating MI competency among staff and to create internal capacity for skill sustainability.

Training Strategy Rationale

As you know from previous discussions with our agency, an initial workshop followed by additional skill-based training and one-to-one coaching (using audiotapes of learners practicing the skills in actual or simulated patient interactions) is proving to yield the most successful outcomes in terms of MI skill development and retention (Miller and Moyers, 2013). Recent data on how clinicians learn this clinical skill reinforce this method and echo the findings by William Miller, et al, (2002; 2004) indicating that, while necessary, the introduction to MI in a workshop setting alone *does not sufficiently increase practitioner's proficiency in Motivational Interviewing such as to have an impact on patient change*. Part of this has to do with what may be called "deceptive simplicity", which is a tendency for practitioners to overestimate their use of MI skills and believe that relatively little practice is needed to perform the strategies well (Salem, et al, 2006).

Description of the Training Curricula developed specifically for Healthcare professionals:

Introduction to Motivational Interviewing (Level I): Helping Patients Change Behavior

This Motivational Interviewing (MI) - Level I workshop is based on the work of William R. Miller and Stephen Rollnick and focuses on the essential skills and techniques of MI. It is specifically tailored to the needs and realities of healthcare professionals. The sessions are highly experiential. Participants will learn about and practice MI techniques using exercises designed to build confidence and competence.

The course has been fully updated in 2012 to match the newest work by Dr. Miller and Dr. Rollnick which is scheduled for publication in October of 2012.

Upon completion of Motivational Interviewing - Level I, participants will be able to:

- 1) Demonstrate an understanding of the clinical skills of Motivational Interviewing (MI) and how to continue learning MI while working with patients.
- 2) Demonstrate an understanding of the fundamental spirit of MI and the Four Fundamental Processes of MI.
- 3) Demonstrate an increase in the ability to use the core listening skills (OARS) in a targeted, MI adherent way.
- 4) Explain how MI is “guiding” in nature, and *practice* the guiding aspects of MI while working with patients.
- 5) Practice an MI style for effectively handling resistance to change.
- 6) Practice the fundamental skills around recognizing, reinforcing, and drawing out the fundamental patient language cues that indicate movement toward change (change talk).

Motivational Interviewing for the Healthcare Provider – Level II

The Level II course is based on the work of William R. Miller and Stephen Rollnick, and focuses on intermediate and advanced level instruction and practice in Motivational Interviewing. This hands-on training series will help learners become more proficient and natural at MI by focusing on the more advanced concepts around MI spirit and principles, complex reflections, better response and elicitation of change talk and confidence talk, practice with timing and testing the waters for commitment/case planning, and how to integrate MI with other methods and approaches. *Pre-requisite: Motivational Interviewing Clinical Skills Training –Level I or equivalent (2-3 days of MI clinical skills training with practice).*

Upon Completion of Motivational Interviewing Level II, participants will be able to:

1. Articulate and demonstrate a more advanced understanding of MI spirit and Four Fundamental Processes.
2. Demonstrate skill in agenda setting and “focusing” to assist in the guiding aspects of MI.
3. Utilize transitional summaries and key questions to help navigate the patient’s change talk as well as explore and guide the patient’s discourse around “importance”, “confidence” and “commitment” about making the change.
4. Demonstrate an ability to effectively evoke and selectively reinforce change talk, confidence talk, and commitment language.

5. Identify when a patient is ready to move forward with goal setting and demonstrate an ability to develop an action plan with the patient.

Deliverables and Scope of Work:

1. Provide *Introduction to Motivational Interviewing (Level I): Helping Patients Change Behavior* to an audience of 18 learners maximum (one trainer) or 24 learners maximum (2 trainers). This workshop is generally provided over a two-day period. To meet clinic coverage needs, we will split day one and two, giving clinicians an opportunity to practice with aspects of the material before returning to complete the workshop three weeks later. The workshop will be presented in two separate locations: Wadena, MN and Little Falls, MN.
2. Provide one to one training/feedback to participants with objective feedback and individualized coaching based on an audiotaped sample of their work using MI with an actual patient. (Two individual coding/coaching sessions per participant.) This service will be provided telephonically. A validated MI coding and coaching tool (MITI 3.1.1) will be used to give objective data and for help in setting individualized goals. The aggregate data and a summary of average skill levels will be provided to the agency.

Consultant will provide a HIPPA approved cloud server site and electronic means for participants to upload their tapes and sign up for their coaching sessions. *Consultant will also provide digital recorders for participants to use during the project* (although agencies may choose to purchase their own).

3. Provide *Motivational Interviewing for the Healthcare Provider – Level II* to the same audiences. Though there is a standard agenda for this workshop, the training is customized to the needs of the learners based on the “gaps” and “strengths” identified through the individual work.

NOTE: It will be important that supervisors be involved in all stages of this process. Because this is a clinical skill, supervisors should be as skilled, or more skilled in MI, as their staff upon conclusion of the project so that they may provide ongoing support as staff continue to use and apply the skills.

Cost Proposal:

Step/Purpose	Tasks	Cost
<p>Implementation Consulting</p> <p>Initiate sound implementation design and communication.</p>	<p>Informal consulting to help organize onset of project and assist in ongoing project planning for initial and long-term sustainability.</p>	<p>N/C</p>
<p>Motivational Interviewing– Level I workshop; Part I.</p> <p>Initiate the MI learning process and create a positive learning-to-learn culture and expectations for practice in interim.</p>	<p>Deliver first day of the on-site Level I skill training workshops. Two cohorts (Wadena and Little Falls).</p> <p>Two trainers required for group size 24 plus. (Maximum size = 30.)</p>	<p>Two days @ \$2500.00/day (includes fees for two trainers, materials customization, preparation and travel time). Total: \$5000.00</p>
<p>Motivational Interviewing– Level I workshop; Part II.</p> <p>Continue with learning and skill practice. Assign and explain process for coaching practice to follow.</p>	<p>Deliver second day of the on-site Level I skill training workshops and prepare students for 1 to 1 coaching. Two cohorts (Wadena and Little Falls).</p>	<p>Two days @ \$2500.00/day (includes fees for two trainers, materials customization, preparation and travel time). Total: \$5000.00</p>
<p>Individual Coaching sessions</p> <p>Skill building and individual coaching feedback through use of audio taped sessions with clients.</p> <p>The purpose of this process is for skill development, coaching and support, and <i>not</i> for performance evaluation.</p>	<p>Trainer will meet telephonically with each learner for a period of 1.25 hours. The pair will listen to an audio tape the learner has recorded with one of his/her clients. The trainer will provide directed support, feedback, and coaching.</p>	<p>\$195.00 per session with coding and formal report.</p> <p>Assuming maximum of 50 learners: \$9750.00 (maximum)</p>
<p>Intermediate/Advanced MI Clinical Skills Training (Level II)</p> <p>Initiate the intermediate/advanced skill building process.</p>	<p>Deliver one half-day on-site Level II skill training workshop. Two cohorts (Wadena and Little Falls).</p>	<p>One day @ \$2500.00/day (includes fees for two trainers, materials customization, preparation, and travel time). Total: \$2500.00</p>
<p>Estimated Travel Costs (Final travel costs will be approved by Todd County)</p>	<p>Travel will be to and from St. Paul, Minnesota. Estimated travel expenses for three training phases: Lodging (6 nights, 2 rooms): \$1020.00; Mileage (approx. 450 miles per trip; 3 trips= 1350 miles @ .565/mile): \$763.00; Meals and Incidental expenses (MI & E: 2 ½ days per trainer, per trip @ 3 trips = 15 days @ \$46.00/day): \$690.00.</p>	<p>Approximate Total for Travel: \$2473.00</p>
<p>Total Estimated Training, Individual Coaching, Consulting Fees, and Estimated Travel Costs</p>		<p>\$24,723.00</p>

Assumptions:

1. For each training event, the training space will include be ample in size for a maximum of 24-30 participants. There must also be adequate break-out space *within or outside* of the main training room for each event. Material needs include a flipchart stand with two pads of chart paper, a table or cart for projection equipment, LCD projector, a screen or white wall, and tables for materials and sign-in. (EMA will provide a more detailed checklist for the host site provider to assist with room preparation.)
2. Todd County Health and Human Services will copy all training materials upon provision of originals in PDF form. A one (1) inch ring, view binder will be provided for all student manuals. One color cover will be printed for each. The rest of the materials may be printed back to back in black ink. The binder will accommodate the materials for all three training sessions and the information relative to the audiotape coaching.
3. EMA will provide digital recorders to participants for their use during the project with an expectation that recorders will be returned to EMA by mail at project completion. DHS will reimburse EMA the replacement cost for any recorders that are not returned at the end of the project. (As an alternative, agencies may also choose to purchase recorders for their staff and EMA will provide guidance in this area.)

Vendor Name	Amount
ALLIANCE BENEFIT GROUP SERVICES	4,204.97
BRENNY FUNERAL CHAPEL	3,500.00
CENTRAL MN COUNCIL ON AGING	2,534.00
DHS	26,660.55
DHS - MSOP-MN SEX OFFENDER PROGRAM-	7,074.20
PERISH/ALAN	2,445.41
RURAL MN CEP INC	16,744.07
WINGS FAMILY SUPPORTIVE SERVICES	6,635.36
Payments less than 2000	37,060.09
FINAL TOTAL	106,858.65

Warrants for Publication

Payment Date:

7/26/2013

Approval Date:

7/23/2013

Vendor name or #

Amount

COMM & FAMILY SRVS LLC	\$ 9,762.50
DHS	\$ 15,597.08
HEARTLAND GIRLS RANCH	\$ 5,280.00
KINDRED FAMILY SRVS	\$ 3,728.40
MERIDIAN SERVICES INC	\$ 8,228.52
NORTHERN PINES MENTAL HLTH CTR	\$ 26,030.50
PINEHAVEN YOUTH AND FAMILY SRVS INC	\$ 8,787.58
PRODUCTIVE ALTERNATIVE INC - FERGUS	\$ 2,528.10
TINIUS PHD PA/TIM	\$ 9,187.50
TODD COUNTY DAC	\$ 7,747.98

\$ 28,273.84 Pymts less than \$2000

Final Total

\$ 125,152.00