

Notice & Agenda

Swift County Board of Commissioners

Tuesday, December 17, 2019

9:00 AM

LEC Meeting Room – 301 14th St N, Benson, MN

If you need any type of accommodation to participate in this meeting, please contact the County Administrator at 320-314-8399 at least 48 hours prior to the meeting. Times are only estimates and items may be taken out of order.

<u>Time</u>	<u>Reference</u>	<u>Item</u>
9:00 a.m.		Call to Order and Roll Call
9:01 a.m.		Approve Agenda
9:02 a.m.		Consent Agenda
	1-2	(1) Minutes from the December 3, 2019 Regular Meeting
	3-4	(2) Consider approval of 2020 AIS Resolution 19-12-44
	5-85	(3) Consider approval of Annual Human Services Contracts
	86	(4) Consider approval of Extension Committee Members, Polly Johnson, three-year term; Earl Molden, three-year term; Tanner Ronholdt, two-year term; all starting January 2020
9:04 a.m.		Consider Approval of Commissioner warrants and review Auditor warrants
9:05 a.m.		Commissioner and Board reports
9:25 a.m.		County Administrator report
9:30 a.m.		Citizens Comments
9:35 a.m.		Lori Andreas, CEO of Appleton Area Health Discussion about crisis center program
10:00 a.m.		Andrew Sander, Swift County Engineer Public hearing for the ADA plan proposed by the Highway Department
	87-97	
	98-99	Public hearing for the CIP 5-year Highway Construction Plan
10:20 a.m.		Catie Lee, Human Services Monthly update
	100-101	Human Services Fiscal Summary Update
10:35 a.m.		Kim Saterbak, Auditor Consider approving to commit funds for Vehicle and Vehicle Improvement Purchases
	102-103	
10:45 a.m.		Swift County-Benson Hospital District Consider approving the first Amended and Restated Management Services
	104-126	
10:55 a.m.		Other Business Ducks Unlimited letters regarding two pending land acquisitions in Kerkhoven & Benson Townships, Swift County
	127-130	
	131-133	Consider setting 2020 levy and final budget for Swift County
	134-135	Consider setting 2020 Commissioner salaries and schedule of per diem
	136-138	Discussion on 2020 board work plan
	139-144	Discussion on 2020 board committee assignments
	145	Discussion on SCBHS board appointments
11:15 a.m.		Adjournment

SWIFT COUNTY BOARD MINUTES

December 3, 2019

Chairman Hendrickx called the meeting to order at 5:00 PM. with all members present. Also present: County Administrator Kelsey Baker, Terri Orr, other county employees and members of the public.

Chairman Hendrickx asked if there were any changes or additions to the agenda. Chair Hendrickx had one addition after citizens comments, request approval for the appointment of an Eligibility Worker to step 3. There were no other changes.

12-03-19-01 Commissioner Fox moved and Commissioner P. Peterson seconded to approve the agenda as amended. Motion carried unanimously.

12-03-19-02 Commissioner P. Peterson moved and Commissioner Rudningen seconded to approve the Consent Agenda items: (1) Minutes from the November 19, 2019 Regular Meeting, (2) Approval of Health Insurance COBRA rates resolution 19-12-42 effective January 1, 2020, (3) Approval of resolution 19-12-43 for Minnesota Trails Maintenance Grant, (4) Approval of one Daycare Grant. Motion carried unanimously.

Commissioner E. Pederson moved and Commissioner Rudningen seconded to approve the Appleton Fire and Rescue bill to be paid out of board discretionary funds. After a brief discussion Commissioner Rudningen withdrew his second and Chair Hendrickx called three times for a second, motion failed due to lack of a second.

12-03-19-03 Commissioner Rudningen moved and Commissioner Fox seconded to remove Appleton Fire and Rescue bill for \$2,250.00 #11597 and to approve the Commissioner warrants as follows: County General Revenue, \$54,647.10; Solid Waste Fund, \$6,795.57; Road and Bridge, \$41,318.54; Human Services, \$298.85; County Ditches Fund, \$1,185.61; County Health Insurance, \$436.00; Upper Minnesota Watershed, \$5,586.47; Region 6 West Agency, \$21,343.39; Townships & Cities Agency, \$602,191.01; Rural Development Agency Fund, \$31,505.66; which includes the following bills over \$2,000: American Solutions for Business, \$3,053.73; Dooley Petroleum, Inc., \$2,369.41; Forum Communications Printing, \$2,152.40; Geyer Recycling, \$6,099.37; Holmgren Tree Spraying Service, \$15,260.00; Life Insurance Company of North America, \$2,092.48; Lund Implement Company, \$10,500.00; Midwest Machinery Company, \$5,600.00; NetMotion Wireless Inc., \$2,425.50; Royal Tire Inc., \$8,247.09; Soil Conservation Office, \$14,875.00; Swift County HRA, \$40,182.18; Swift County RDA, \$31,505.66; Treasurer, Appleton Township, \$18,394.19; Treasurer, Benson Township, \$20,714.91; Treasurer, Camp Lake Township, \$24,552.59; Treasurer, Cashel Township, \$27,650.52; Treasurer, City of Appleton, \$14,595.10; Treasurer, City of Benson, \$16,483.80; Treasurer, City of Clontarf, \$4,661.28; Treasurer, City of Danvers, \$5,479.44; Treasurer, City of DeGraff, \$2,281.20; Treasurer, City of Holloway, \$3,559.82; Treasurer, City of Kerkhoven, \$6,771.38; Treasurer, City of Murdock, \$2,516.36; Treasurer, Clontarf Township, \$16,379.20; Treasurer, Dublin Township, \$34,431.53; Treasurer, Edison Township, \$20,366.71; Treasurer, Fairfield Township, \$17,538.80; Treasurer, Hayes Township, \$24,779.57; Treasurer, Hegbert Township, \$24,476.26; Treasurer, Kerkhoven Township, \$23,792.75; Treasurer, Kildare Township, \$26,360.98; Treasurer, Marysland Township, \$22,131.25; Treasurer, Moyer Township, \$19,537.42; Treasurer, Pillsbury Township, \$28,761.39; Treasurer, Shible Township, \$17,698.82; Treasurer, Six Mile Grove Township, \$13,489.59; Treasurer, Swenoda Township, \$33,611.63; Treasurer, Tara Township, \$24,620.79; Treasurer, Torning Township, \$26,229.00; Treasurer, West Bank Township, \$40,142.55; Upper MN River Watershed District, \$5,586.47; Upper MN Valley RDC, \$21,343.39; Yellow Medicine County Jail, \$10,128.56. Motion carried unanimously.

Chair Hendrickx held a further discussion on the Thielke fire bill. Commissioner P. Peterson moved that the Appleton Fire and Rescue bill for \$2,250.00 #11597 be paid out of the Sheriff's Department budget.

12-03-19-04 Commissioner P. Peterson moved and Commissioner Fox seconded to pay the Appleton Fire and Rescue bill for \$2,250.00 #11597 to come out of the Sheriff's Department budget. Motion carried unanimously.

Board and Committee Reports were given as follows: Commissioner P. Peterson reported on Swift County HRA. Commissioner E. Pederson reported on DAC, Extension meeting, Swift County Historical Society and Computer Professional Technology. Chairman Hendrickx reported on Southern Prairie, Negotiations and Building Committee. Commissioner Fox reported on Hospital Finance and Hospital meeting. Commissioner Rudningen reported on Prairie Lakes Youth Program, Negotiations, Building Committee, Extension, Glacial Ridge Scenic Byway and Kerkhoven EDA.

Administrator Kelsey Baker reported on Hospital meeting, Kim Madsen staff training, Policies, Finance

Committee, performance reviews, Human Service Committee, Organizational Study and Wayne Knutson's official retirement as of December 31, 2019.

Human Resource Coordinator Amanda Ness requested approval for the appointment of an Eligibility Worker at Step 3.

12-03-19-05 Commissioner Rudningen moved and Commissioner E. Pederson seconded to approve the appointment of an Eligibility Worker at Step 3. Motion carried unanimously.

Chairman Hendrickx asked for citizen's comments. There were none.

Dan Enderson updated the Board on the Hospital Affiliation Operating Lease Agreement.

Human Services Director Catie Lee requested approval of PrimeWest JPB Agreement.

12-03-19-06 Commissioner Rudningen moved and Commissioner P. Peterson seconded to approve the PrimeWest JPB Agreement. A brief discussion was held. Motion carried unanimously.

Chair Hendrickx opened the Truth-in-Taxation Hearing at 6:04 PM. with all members present. Also present: County Administrator Kelsey Baker other county employees and members of the public.

Chair Hendrickx and Commissioner Rudningen updated the board on the building committee discussion.

Administrator Baker presented the 2020 Final Levy and Budget overview presentation. Several questions were asked and a lengthy discussion was held.

12-03-19-07 Commissioner P. Peterson moved and Commissioner Rudningen seconded to close the Truth-in-Taxation Hearing at 7:13 PM. Motion carried unanimously.

12-03-19-08 Commissioner P. Peterson moved and Commissioner Rudningen seconded to adjourn. Motion carried unanimously.

Meeting adjourned at 7:14 PM.

WITNESSED:

Gary Hendrickx, Chair

ATTEST:

Kelsey Baker, County Administrator



Request for Board Action

BOARD MEETING DATE:
December 17th, 2019

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Swift County Parks	REQUESTOR: Michael Johnson	REQUESTOR PHONE: 320-843-5341
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving 2020 AIS Resolution	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? Resolution
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: Required for MN DNR
BACKGROUND/JUSTIFICATION:	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? No action	Click here to enter text.

Budget Information

FUNDING: N/A

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Click here to enter text.	RECOMMENDATIONS: Click here to enter text.
COMMENTS: Click here to enter text.	COMMENTS: Click here to enter text.

Board Action

Motions ___ J Fox ___ G Hendrickx ___ E. Pederson ___ P Peterson ___ E Rudningen	
Action	Vote

RESOLUTION 19-12-44
AQUATIC INVASIVE SPECIES PREVENTION AID

Motion by Commissioner _____

Seconded by Commissioner _____

WHEREAS, 2014 Session law Chapter 308 enacted by the Legislature provides Minnesota counties a County Program Aid Grant for Aquatic Invasive Species (AIS) prevention. The amount designated for each county is based on the number of watercraft trailer launches as well as the number of watercraft trailer parking spaces within each county. Swift County was allocated funds, and

WHEREAS, The legislation requires that Swift County must establish, by resolution or through adoption of a plan, guidelines for the use of the proceeds to prevent the introduction or limit the spread of aquatic invasive species at all access sites within the county, and

WHEREAS, The county may appropriate the proceeds directly or may use any portion of the proceeds to provide funding for a joint powers board or cooperative agreement with another political subdivision, a soil and water conservation district in the county, a watershed district in the county, or a lake association located in the county. Any money appropriated by the county to a different entity or political subdivision must be used as required under this section, and

WHEREAS, The county must submit a copy of its guidelines for use of the proceeds to the Department of Natural Resources by December 31 of the year the payments are received, and

WHEREAS, Aquatic Invasive Species was discussed in the 2013-2023 Swift County Water Plan.

NOW, THEREFORE, BE IT RESOLVED That, The Board of Commissioners of Swift County, Minnesota, designates oversight of Swift County's AIS prevention efforts to the Swift County Parks and Drainage and delegates to them the responsibility to study, prepare, and implement a plan addressing countywide awareness related to the prevention and combating the spread and impacts of Aquatic Invasive Species and report annually regarding the allocation of funding in accordance with the AIS legislation.

NOW, THEREFORE, BE IT FURTHER RESOLVED That, The Board of Commissioners of Swift County, Minnesota, directs that Swift County AIS prevention aid may be used in the following ways: 1. Conduct Assessments; 2. Public Outreach; 3. Watercraft Inspection/Decontamination & Enforcement; 4. Monitoring, Early Detection & Rapid Response; 5. Management and Control; 6. Coordination and Partnerships; and 7. Support Evaluation.

Adopted on a ____ vote by the Swift County Board of County Commissioners the 17th day of December, 2019.

Swift County Board of Commissioners

Gary Hendrickx, Chair

ATTEST:

Kelsey Baker
Swift County Administrator

Fox ___
Peterson ___

Hendrickx ___
Rudningen ___

Pederson ___



Request for Board Action

BOARD MEETING DATE:
December 17, 2019

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Human Services	REQUESTOR: Catie Lee	REQUESTOR PHONE: 320-843-6301
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving Annual Human Services Contracts			
AGENDA YOU ARE REQUESTING TIME ON: Regular board		ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes	
IS THIS MANDATED? Most are		EXPLANATION OF MANDATE: County Board action needs to be taken to review and approve the Contracts	
BACKGROUND/JUSTIFICATION:			
Contracted Agent	Services Contracted	Date of contract	Changes from previous contract
Someplace Safe	Semi-Independent Living Services	1/1-12/31/20	No Change
Swift County Homes Inc.	Semi-Independent Living Services	1/1-12/31/20	No Change
Woodland Centers	Mental Health Rule 29	1/1-12/31/20	2% Increase in rates
Countryside Public Health	Public Health Services	1/1-12/31/20	No Change
Greater Minnesota Family Services	Home Based Services	1/1-12/31/20	No Change
Lutheran Social Services	Court services and transportation	1/1-12/31/20	No Change
Geri's Paralegal Services	Court services and transportation	1/1-12/31/20	No Change
Swift County DAC	Day Treatment and Habilitation	1/1-12/31/2020	No Change
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?		Click here to enter text.	

Budget Information

FUNDING: Annual Budget

Review/Recommendation

COUNTY ATTORNEY:	COUNTY ADMINISTRATOR:
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Danielle Olson	Kelsey Baker
RECOMMENDATIONS: Click here to enter text.	RECOMMENDATIONS:
COMMENTS: n/a	COMMENTS: Click here to enter text.



someplace safe

SAFETY. OPTIONS. HOPE.

Crime Victim Advocacy, Parenting Time Centers, and Community Thrift Stores

Someplace Safe Parenting Time Purchase of Service Agreement

THIS AGREEMENT, by and between Swift County Human Services and Someplace Safe Parenting Time Center, for the period of January 1, 2020 through December 31, 2020 (not to exceed one full year).

NOW THEREFORE, in consideration of the mutual understanding and agreements set forth, Swift County Human Services and Someplace Safe Parenting Time Center agree as follows.

Swift County Human Services agrees to purchase and Someplace Safe Parenting Time Center agrees to provide the following Services as requested and specified by the Swift County Human Services Case Manager:

- supervised parent/child visitations for families referred by Swift County Human Services agency;
- supervised parent/child exchanges for families referred by Swift County Human Services agency;
- and Intakes for families referred by Swift County Human Services.

The Someplace Safe Parenting Time Center has the right to refuse, suspend, or terminate services should risk factors be determined to be too high to be effectively managed, terms of service would place undue demand on resources, or significant violations of Someplace Safe Parenting Time Center policy occur.

Swift County Human Services, further agree, not to subpoena Someplace Safe Parenting Time Center Staff Monitors to testify in court related matters. The Director of Parenting Time Center may be subpoenaed to testify in court related matters, per the Parenting Time Center Policy.

Cost and Delivery of Purchased Services

Basic unit cost for supervised parent/child visitations is \$40.00 per hour. Should an additional staff be needed to assist with supervision, there will be an additional \$25.00 per hour charge for staff time. An additional half hour of time will be charged per visit for parent arrival and departure waiting time.

Basic unit cost for supervised parent/child exchanges is \$30.00.

Basic unit cost for Intakes are \$50.00 (required to be completed for all parties).

Basic unit cost for No Call / No Show or late cancellations is the cost of services as scheduled.

Purchased services will be provided at the Someplace Safe Parenting Time Center location requested by the Swift County Human Services Agency.

The case manager with Swift County Human Services shall be granted access to documentation through Someplace Safe Parenting Time Center's Secure Cases Database system. To grant access, a login name and password shall be provided to the case manager.

Method of Billing and Payment

Someplace Safe Parenting Time Center shall, within fifteen (15) days following the last day of each month, submit a standard invoice indicating the client's name, date of service, type and amount of expenditure and responsible county.

Swift County Human Services shall, within thirty (30) days of the receipt of the invoice, make payment to Someplace Safe Parenting Time Center, P.O. Box 815, Fergus Falls, MN 56538-0815 or request EFT, if preferred.

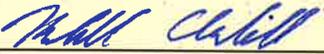
Signatures required:

County Family Services Representative

Date

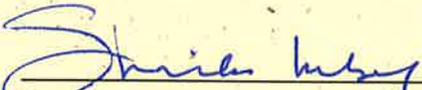
Chairperson, County Board

Date



Chairperson, Someplace Safe Board of Directors

9-25-19
Date

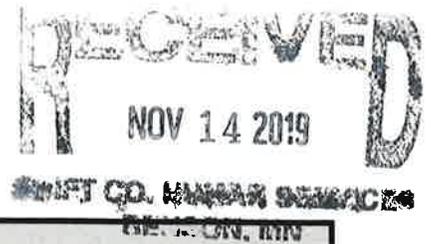


Executive Director, Someplace Safe

9-25-19
Date

2020 Contract Addendum

Said contractor will comply with the civil rights obligations and assurance agreement in accordance with the U.C. Department of Health and Human Services imposed by the regulations pursuant to Title VI of the Civil Rights Act of 1964; the Age Discrimination Act of 1975; Section 604 of the Rehabilitation Act of 1973; Title II of the American's with Disabilities Act of 1990; Title IX of the Educational Amendments of 1972; Section 1557 of the Patient Protection and Affordable Care Act of 2010. Comply with these regulations to the effect that, no person in the United States shall on the grounds of race, color national origin, sex, age, disability, or religion, be excluded from participation in, be denied the benefit of, or otherwise subject to discrimination. Said signed addendum shall be filed in Swift County Human Services comprehensive civil rights plan in compliance with 2019-2021 County-State Civil Rights Assurance Agreement as required by the MN Department of Human Services.



**Swift County Human Services
Purchase of Services Agreement**

2020

#901

Swift County Human Services, 401-21st Street South, Benson, Minnesota, 56215, hereinafter referred to as the "Agency" and **Swift County Homes Inc., 1650 Stone Ave., Benson, MN 56215**, hereinafter referred to as the "Contractor"; enter into this agreement for the period of **January 1, 2020 to December 31, 2020**, regardless of signature dates.

WHEREAS, the Contractor is an organization licensed under 9525.0500 to 9525.0660 or an approved vendor certified by the Department of Human Services to provide Semi-Independent Living Services to persons; and

WHEREAS, the Agency, pursuant to Minnesota Statutes 256.0112 wishes to purchase such program services from the Contractor; and

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

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

I. CONTRACTOR'S DUTIES

- A. As MN Statutes allows the Agency agrees to purchase and the Contractor agrees to furnish Semi-Independent Living Services.
- B. The Contractor agrees to provide:
 - 1. An explicit description of the services to be provided;
 - 2. A description of the staffing including job descriptions and professional qualifications of personnel;
 - 3. An organization chart;
 - 4. The number of program participants;
 - 5. Program content; and
 - 6. Program budget
- C. The Contractor shall, in writing within ten (10) days, notify the Agency whenever it is unable to, or going to be unable to, provide the required quality or quantity of Purchase Services. Upon such notification, Agency shall determine whether

such inability will require modification or cancellation of said contract.

II. COST AND DELIVERY OF PURCHASED SERVICES

- A. Reimbursement shall be made on the basis of 100 percent of the full cost of services to eligible clients – within waived services guidelines.
- B. The Contractor certifies that the services to be provided under this agreement are not available without cost to eligible clients. The Contractor further certifies that payment claims for Purchased Services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of service. The Contractor further certifies that rates of payment do not reflect any administrative or program cost assignable to private pay or third-party pay service recipients.
- C. Purchased Services will be provided at clients' individual housing locations.
- D. The Contractor agrees to provide an exposition of the staffing including job descriptions, staffing patterns and professional qualifications of personnel.

III. ELIGIBILITY FOR SERVICES

- A. The Agency shall have responsibility for determining the eligibility of any person in need of services and for whom the provisions of this Contract would apply. The Agency will also ensure that a Release of Information document is completed to permit mutual exchange of information between the Contractor and the Agency in those cases requiring such disclosure.
- B. The Contractor agrees not to charge any program or service fee to an eligible family.
- C. If the Agency has determined that an individual is no longer eligible to receive services or that services are no longer needed or appropriate, the Agency should notify the Contractor within 5 (five) days of the determination. Further, that Agency should notify the individual of proposed action and of the right to appeal this proposed action.
- D. The Contractor agrees to notify the Agency and the head of the family in writing whenever the Contractor proposes to prematurely discharge or terminate service. The notice must be sent at least ten (10) days prior to the proposed date of discharge or termination and must include the specific grounds for discharge or termination of service(s), and document the attempts to resolve the specific grounds. The Contractor shall not prematurely discharge or terminate services to an individual unless delay would seriously endanger the health, safety, or well-being of the individual or others.

IV. INDIVIDUAL SERVICE AND HABILITATION PLAN

The parties understand and agree that all services provided to eligible recipients under the terms of this contract shall be in accordance with the individual services plan and

individual habilitation plan, developed with, for and on behalf of the individual client.

Performance of the Contractor will be monitored in accordance with client outcomes as specified in the Individual Service and Habilitation Plan goals and objectives.

The Agency shall not delegate the development of Individual Service Plans (ISP's) to the Contractor.

V. PAYMENT FOR PURCHASED SERVICES

- A. Certification of expenditures: The Contractor shall, within five days following the last day of each calendar month, submit a standard invoice for social services purchased to Swift County Human Services. The Invoice shall show:
- a. an itemized account of each social services eligible individuals, identifying service(s) provided, number of units and cost per unit, including administrative costs allocated to the provision of purchased services to reimbursement eligible clients;
 - b. Payment: The Agency shall, within thirty (30) days of the date of receipt of the Invoice, make payments to the Contractor for all reimbursement-eligible clients identified on the invoice.

VI. AUDIT AND RECORD DISCLOSURES

The Contractor shall:

- A. Make available the following financial, statistical, and service reports to the Agency on a monthly, semi-annual, or annual basis.

Name of Report	Submission Frequency		
	Monthly	Semi-Annually	Annually
1) Billing	X		
2) Individual Progress Reports		X	
3) Program Budget			X

- B. Allow personnel of the Agency, the Minnesota Department of Human Services, and the Department of Health and Human Services, access to the Contractor's facility and records at reasonable hours to exercise their responsibility to monitor purchased services.
- C. Maintain all records pertaining to the contract at **1650 Stone Ave, Benson, MN, 56215**, for four years for audit purposes.
- D. Comply with policies of the Minnesota Department of Human Service regarding social services recording and monitoring procedures, as defined in the Department of Human Services Social Services Manual, and the administrative rules of the State Agency.

VII. SAFEGUARD OF CLIENT INFORMATION

- A. The collection, maintenance and dissemination of data pertaining to eligible persons shall be in accordance with Federal Statutes and Minnesota Statutes, Chapter 13.
- B. The person employed by the Contractor to assure compliance with Federal and Minnesota Statutes shall be Jan Sumption or successor.
- C. The Agency shall ensure that a joint Release of Information document is completed to provide private information to the Contractor pursuant to Minnesota Rules.
- D. The Contractor provides assurances to the Agency that it will comply with Health Information Portability and Accountability Act (HIPAA) requirements necessary to protect individual identifying health information (IIHI). Use and disclosure will require that all IIHI be: appropriately safeguarded; any misuse of IIHI will be reported to the Agency; secure satisfactory assurances from any subcontractor; grant individuals access and ability to amend their IIHI; make available an accounting of disclosures; release applicable records to the Agency or Department of Human Services if requested; and upon termination, return or destroy all IIHI in accordance with conventional record destruction practices.

VIII. EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS AND NONDISCRIMINATION

- A. When applicable, the Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504; and all other federal regulations which prohibit discrimination in any program receiving federal financial assistance.
- B. When applicable, the Contractor certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363.073. This section shall not apply if the grant is for less than \$50,000, and the Contractor has employed 20 or less full-time employees during the previous 12 months. The Contractor also agrees to comply with all other applicable provisions in Minnesota Statutes, Chapter 363.

IX. FAIR HEARING AND GRIEVANCE PROCEDURES

The Agency agrees to provide for a fair hearing and grievance procedure in conformance with Minnesota Statutes and in conjunction with the Fair Hearing and Grievance Procedure established by administrative rules of the State Department of Human Services.

X. BONDING, INDEMNITY, INSURANCE, AND AUDIT CLAUSE

- A. **Bonding** (For Private/Non-Profit Contractors Only): The Contractor agrees to obtain and maintain for the duration of this Contract a fidelity bond covering the activity of the Contractor's personnel authorized to receive or distribute monies. Such bond shall be in the amount of **\$100,000**.
- B. **Liability** (For State Operated Contractors Only): To the extent provided in the Tort Claims Act, Minnesota Statutes, section 3.736, the Contractor agrees to be responsible for loss, damage or injuries arising from its own negligence if:
- a. by reason of any service, a person suffers personal injury, death or property loss or damages either while participating in or receiving services from the Contractor; or
 - b. by reason of any service, a person causes injury to, or damage to, the property of another person or individual during any time when the Contractor or employee thereof has undertaken or is furnishing the care or service called for under this Contract.
- C. **Indemnity** (For Private/Non-Profit Contractors Only): The Contractor agrees that it will at all times indemnify and hold harmless the Agency from any and all liability for loss, damage or injuries arising from its performance under this Contract:
- a. by reason of any service, a person suffers personal injury, death or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this Contract, or while on premises owned, leased, or operated by the Contractor, or while being transported to or from the premises in a vehicle owned, operated, chartered, or otherwise contracted for by the Contractor or its assigns; or
 - b. by reason of any service, a person causes injury to, or damage to, the property of another person or individual during any time when the Contractor, the Contractor's assigns or employee thereof has undertaken or is furnishing the care or service called for under this Contract.
- D. **Insurance** (For Private/Non-Profit Contractors Only): The Contractor further agrees, in order to protect itself and the Agency under the indemnity provisions set forth above, to at all times during the term of this Contract have and keep in force a liability insurance policy in the amount of **\$1,000,000** for bodily injury or property damage to any one person or individual and **\$1,500,000** for total injuries or damages arising from any one incident.
- E. **Audit** The Contractor agrees that within 90 days of the close of its fiscal year an audit will be conducted which will meet the requirements of the Single Audit Act of 1984, P.L. 98-502 and Office of Management and Budget Circular No. A-128. After completion of the audit, a copy of the audit report shall be filed with the Agency.

XI. CONTRACTOR DEBARMENT, SUSPENSION AND RESPONSIBILITY CERTIFICATION

Federal Regulation 45 CFR 92.35 prohibits the Agency from purchasing goods or services with Federal money from vendors who have been suspended or debarred by the Federal government. Similarly, Minnesota Statutes, Section 16C.02, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with

the Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abuse the public trust in a serious manner.

By signing this contract, the Contractor certifies that it and its principals* and employees:

- a. 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;
- b. have not within a three-year period preceding this contract: 1) 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; 2) violated any Federal or State antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; 2) violating any Federal or State antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- d. 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; and
- e. shall immediately give written notice to the Contracting Officer should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, 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.

* "Principals" for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions.)

Directions for On Line Access to Excluded Providers - To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at <https://exclusions.oig.hhs.gov>. If you do not have access to the website, and/or need the information in an alternative format, contact: Catie Lee, Director, Swift County Human Services, 410-21st Street South, Benson, Minnesota 56215, email catie.lee@co.swift.mn.us or call 320-843-3160.

XI. CONDITIONS OF THE PARTIES' OBLIGATIONS

- A. It is understood and agreed that in the event the reimbursement to the Agency from State and Federal sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall thereupon be terminated.
- B. The agreement may be canceled by either party at anytime, with or without cause, upon sixty (60) days notice, in writing, delivered by mail or in person.
- C. Before the termination date specified in Section 1 of this agreement, the Agency may evaluate the performance of the Contractor in regard to terms of this agreement to determine whether such performance merits renewal of this agreement.
- D. Any alternations, variations, modifications, or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement.
- E. No claim for services furnished by the Contractor, not specifically provided in the agreement, will be allowed by the Agency, nor shall the Contractor do any work or furnish any material not covered by the agreement, unless this is approved in writing by the Agency. Such approval shall be considered to be a modification of the agreement.
- F. In the event that there is a revision of Federal regulations which might make this agreement ineligible for Federal financial participation, all parties will review the agreement and re-negotiate those items necessary to bring the agreement into compliance with the new Federal regulations.

XII. SUBCONTRACTING

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

XIII. MISCELLANEOUS

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

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

Signatures

1. Jamie Smeption, Chad Obeck
Swift County Homes

11.12.19
Date

2. _____
Director of SCHS, Catherine Lee

Date

3. _____
Chair of Swift County Board, Gary Hendrickx

Date

Approved As To Form And Execution:

4. _____
Swift County Attorney, Danielle Olson

Date

2020 Contract Addendum

Said contractor will comply with the civil rights obligations and assurance agreement in accordance with the U.C. Department of Health and Human Services imposed by the regulations pursuant to Title VI of the Civil Rights Act of 1964; the Age Discrimination Act of 1975; Section 604 of the Rehabilitation Act of 1973; Title II of the American's with Disabilities Act of 1990; Title IX of the Educational Amendments of 1972; Section 1557 of the Patient Protection and Affordable Care Act of 2010. Comply with these regulations to the effect that, no person in the United States shall on the grounds of race, color national origin, sex, age, disability, or religion, be excluded from participation in, be denied the benefit of, or otherwise subject to discrimination. Said signed addendum shall be filed in Swift County Human Services comprehensive civil rights plan in compliance with 2019-2021 County-State Civil Rights Assurance Agreement as required by the MN Department of Human Services.

AGREEMENT FOR PROVIDING COMMUNITY MENTAL HEALTH SERVICES

GENERAL PARTICIPATION AND PURCHASE OF SERVICES AGREEMENT

**BETWEEN
WOODLAND CENTERS
AND
COUNTY OF
SWIFT
FOR 2020**

For the purposes of maintaining a Community Mental Health Center and providing community mental health services in accordance with Minnesota Statutes 245.61 to 245.69 and Public Law 97-35.

We hereby agree to designate **Woodland Centers**, whose administrative offices are located in Willmar, Minnesota as the Community Mental Health Program for our respective counties.

County participation in this contract identifies the Commissioners of the respective counties as members of **Woodland Centers Corporation**. It is further agreed that the Board of Directors of Woodland Centers elected by the corporate members will be responsible for the administration of the community mental health center and its programs and services.

The participating County Boards of Commissioners, hereafter referred to as "County(ies)," and **Woodland Centers**, hereafter referred to as "Centers," enter into this Agreement from January 1, 2020 through December 31, 2020. Any party desiring to withdraw from participation shall give notice of its intention no later than September 1, 2020 to be effective not sooner than June 30, 2021. If a party gives notice to withdraw from participation, the additional period of required participation after the contract expiration shall be at rates not exceeding those paid by the remaining counties for the contract period then in effect.

Contractual agreement for the following calendar year for all participants shall be completed by December 1, 2020, with discussion of service utilization, access to service, and quality of service to take place with the County Boards of Commissioners in July 2020 through November 2020.

Each of the participating counties agree to enter into a Purchase of Service Agreement which shall list the specific residential, family community support, adult community support, and other services and costs to each of the participating counties.

The parties agree that this General Participation and the Purchase of Services Agreement and appendices for each participating county shall constitute the complete agreement for providing Community Mental Health Services with each of the Counties and shall constitute one legally binding agreement.

WHEREAS, the Centers is an approved Community Mental Health Program by the County Board of Commissioners and an approved vendor according to the Minnesota Department of Human Services,

WHEREAS, the County is a corporate participant of the Centers and wishes to purchase such program services from the Centers,

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

1. Purchase of Residential Services is provided for as follows:

<u>PROGRAM</u>	<u>SITE</u>
Adult Crisis Stabilization Unit	Willmar, Appendix A
Youth Crisis Stabilization Unit	Willmar, Appendix A
Subacute Detoxification	Willmar, Appendix B

The same eligibility for services as identified in Section 3.j. and 4 below will be utilized for these residential services.

2. Purchase of Non-residential Services and Service Sites

a. The County agrees to purchase and the Centers agree to furnish the services identified on **Appendix F**.

b. The primary service sites are identified in **Appendix E**.

c. The Centers shall, in writing within thirty (30) days, notify County whenever it is unable to, or going to be unable to, provide the required quality or quantity of purchased services. Upon such notification, County and Centers shall determine whether a modification of the contract is required.

3. Cost, Invoice, and Payment for Services:

a. Swift County financial obligation is **\$198,232.73**.

b. One quarter of the contract amount will be paid on each of the following dates: January 20, 2020, April 15, 2020, July 15, 2020 and October 15, 2020.

c. In fulfillment of the contract, Woodland Centers agrees to:

- i. Maintain an office in Swift County that is open for outpatient mental health and/or psychiatry services at least three (3) days per week.
- ii. Ensuring that in each office where outpatient mental health services are provided there is at least one Qualified Mental Health Professional who is properly credentialed to serve Medicare recipients;
- iii. Insure access to the mental health services in Appendix F regardless of a recipient's insurance status or ability to pay;
- iv. Provide a 24-hour a day crisis hotline answered by mental health workers, nurses, and mental health practitioners backed up by on-call mental health professionals and psychiatry;
- v. Provide 24-7 emergency on-call with Qualified Mental Health Professionals and psychiatric providers;
- vi. Provide 24-7 emergency walk-in crisis assessment services;
- vii. Provide screening for people being considered for admission to inpatient mental health facilities to determine the appropriateness of admission, and provide 72 hour hold orders as needed;
- viii. When possible, provide transportation of clients from the Crisis Center with medical and/or psychiatric needs exceeding the level of care able to be provided by the Crisis Center staff;
 1. If due to staffing or safety concerns it is not possible or prudent for Woodland Centers staff to provide transport, ambulance, law enforcement, or private transportation services at Woodland Centers' expense will be arranged.

- ix. Maintain a medication formulary for those in psychiatric crises who are indigent;
- x. Provide assistance to financially needy clients' entry into medication payment programs;
- xi. Provide nursing support for psychiatric providers enabling ready telephone access to the psychiatry services program;
- xii. Administer prescribed injections for clients;
- xiii. Ensure access to mental health services according to the following guidelines:

	<u>Professional Services</u>	<u>Psychiatric Services</u>
Emergent Care	same day	within 24 Hours
Urgent Care	within 2 days	within 5 days
Routine Care	within 7 days	within 14 days

- 1. Note: Due to varying clinic days and times of operation across counties, these services may not be available in the client's clinic of choice or with the client's provider of choice.
- 2. Note: Access to psychiatric services can be delayed by availability of necessary medical records.
- 3. Note: Because of the scarcity of qualified child psychiatry professionals, Woodland Centers will strive to make child and adolescent psychiatric services available but cannot guarantee it.
- xiv. Depending on availability of appropriately credentialed providers and sufficient volume of need, the Centers shall maintain service access and level of quality of services demonstrated to each County in prior years;
- xv. Provide case coordination and consultation services with other community medical providers;
- xvi. Provide Rule 79 case management supervision for County case managers;
- xvii. Provide representation to County LCC's, LAC's, and Child Protection teams;
- xviii. Promote, develop and deliver mental health best practices and evidence-based practices;
- xix. Provide public promotional, marketing and advertising activities regarding mental health topics and service availability;
 - 1. This is accomplished, for example, through public speaking, writing for local publications, participation in health fairs, participation in joint community promotional activities aimed at increasing awareness of mental health and reducing stigma.
- xx. The Centers shall appear at least annually at a Swift County Board of Commissioners meeting to provide information about the previous year service utilization, access to service, and quality of service.
- xxi. The Centers shall represent regional community mental health in local healthcare delivery system development efforts;
- xxii. The Centers shall represent regional community mental health in statewide venues and activities;
- xxiii. The Centers shall actively participate in the Southwest 18 Adult Mental Health Initiative;
- xxiv. The Centers shall maintain relationships with regional legislators so as to keep them informed of how current state laws affect mental health services in the region, and propose and advocate for changes which would benefit the quality of mental health services in the region;

- c. The Centers shall provide access to all of the services as listed in Appendix F to all residents of Swift County on a sliding fee basis. Refer to Section 4.b. for a description of the application of the Sliding Fee Scale.
 - d. A quarterly summary report of services will be provided to each county, including:
 - i. Utilization by program
 - ii. Utilization by Brass Code, units delivered, and rate.
 - iii. Utilization by primary third party payer source, if any.
 - e. The Centers shall expend maximal effort to secure payment for services from third party payer sources.
 - f. The Centers shall retain all fee-for-service recoveries for purchased services.
 - g. Woodland Centers will use receivables, which are reconciled on a monthly basis, as part of their overall receivable base for their line of credit computation.
 - h. Individuals are also billed on a monthly basis for the part of the service charge which is their responsibility. The individual's responsibility may differ from the service charge due to the type of third-party payer they have or due to qualifying for a sliding fee scale discount.
 - i. Fee payments are expected from clients on a monthly basis. Delinquent accounts (those where there has been no payment activity for 120 days) are sent to collections. Collections procedures are in accordance with Minnesota Statutes.
 - j. In accordance with Minnesota Statutes, Section 245.467 and per County request, the Centers will provide identifying information of clients for whom we submit bills to the county if the client has consented to its release. This release is restricted to the county staff having responsibility for determining eligibility for payment based upon county residence or financial responsibility. In the event client does not consent to release private health insurance information, County agrees to abide by Minnesota Statutes, Section 13.46, Sub. 7 (6b).
 - k. County payments are conditioned in compliance by the Centers and all subcontractors with Sections 245.461 to 245.486 of the Mental Health Act and all other applicable laws, rules, and regulations.
4. Eligibility for Services:
- a. Client financial eligibility for purchased services is to be determined in accordance with the Minnesota Department of Human Services' Comprehensive Services Program Plan.
 - i. The Centers will obtain financial eligibility information from the client. The County agrees to accept the Centers' determination of financial eligibility to receive purchased services.
 - b. The County will provide funding to support the Sliding Fee Schedule for persons whose income is 175 percent of the federal poverty guidelines (see **Appendix G**).
 - i. The most recently available figures regarding federal poverty guidelines as of the date of the signing of the contract will be utilized for the sliding fee scale.
5. Delivery of Care Services:
- a. Except as otherwise provided herein, Centers shall maintain in all respects to present control over and autonomy with respect to:
 - i. The application for its intake procedures and requirements to clients,
 - ii. The methods, times, means, and personnel for furnishing purchased services to eligible clients,
 - iii. The determination of when to end the furnishing of purchased services to individual eligible clients.
 - b. Nothing in this Agreement shall be construed as requiring the Centers to provide or continue purchased services to or for any eligible clients.

6. Audit and Record Disclosures:

a. The Centers shall:

- i. Maintain such records and provide the County with financial, statistical, and service reports as the County may require for accountability; and also cooperate in evaluation efforts as requested by County which are not in violation with the Minnesota Data Privacy Act, Chapter 13. The Centers' Human Resources Director is responsible for compliance with this Act. In addition, the Centers' Annual Evaluation Report will be made available to the County and the Commissioner of the Minnesota Department of Human Services.
- ii. Conform to Generally Accepted Auditing Standards through its annual independent CPA audit.
- iii. Allow designated personnel of the County, the Minnesota Department of Human Services, and the U.S. Department of Health and Human Services access to the Centers' records at reasonable hours in order to exercise their responsibility to monitor services.
- iv. Furnish the County with the county-contracted Mental Health Reporting Data and also make a good faith effort to provide data for other needed reports subsequent to their identification.
- v. Maintain records at Woodland Centers, 1125 6th Street SE, Willmar, Minnesota 56201, for four years for audit purposes.

7. Safeguard of Client Information:

- a. The use or disclosure by any party of information concerning a client in violation of any rule of confidentiality or for any purpose not directly connected with the administration of County's or Centers' responsibility with respect to the purchased services hereunder is prohibited except on written consent of such client or his/her responsible parent or guardian as defined in the Minnesota Government Data Practices Act M.S., Chapter 13. The Contractor provides assurances to the Department that it will comply with Health Information Portability and Accountability Act (HIPAA) requirements as necessary to protect individual identifying health information (IIHI).

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

- a. The Centers agree to comply with the Civil Rights Act of 1964, Title VI (42 USC 2000e), including Executive Order No. 11246, and Title VI (42 USC 2000d) and the Rehabilitation Act of 1973, as amended by Section 504; and the Americans with Disabilities Act.

9. Fair Hearing and Grievance Procedures:

- a. The Centers agree that a fair hearing and grievance procedure will be established in conformance with and in conjunction with the Fair Hearing and Grievance Procedures established, developed, and provided by the Minnesota Department of Human Services.

10. Clean Air Clause:

- a. The Centers certify that it meets lawful conditions of the Clean Air Act, as required by 45 CFR 74.159(4).

11. Contractor Debarment, Suspension and Responsibility Certification

- a. Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the

federal government. Similarly, Minnesota Statutes, Section 16C.03, Sub 2 provides the commissioner of administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. 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.

- b. By Signing The Contract, The Contractor Certifies That It And Its Principals And Employees:
- i. Are not presently debarred, suspended, proposed to debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local government department or agency; and
 - ii. Have not within a three-year period preceding this contract: 1) 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; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
 - iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
 - iv. 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.
 - v. Shall immediately give written notice to the Contracting Officer should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, 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.

12. Bonding, Indemnity, and Insurance Clause:

- a. Bonding: The Centers shall obtain and maintain at all times, during the terms of this Agreement, a fidelity bond covering the activities of its personnel authorized to receive or distribute monies in the amount of \$25,000 minimum.
- b. Indemnity: The Centers do hereby agree that it will at all times hereafter, during the existence of the Agreement, indemnify and hold harmless the County, its officers, agents, and employees any and all liability, loss, damages, costs or expenses which may be claimed against the County or Centers: (1 by reason of any service client's suffering personal injury, death, or property loss or damages either while participating in or receiving from the Centers the care and services to be furnished by the Centers under this Agreement or while on premises owned, leased, or operated by the Centers or any officer, agent, or employee therefore; or (2 by reason of any service client's causing injury to, or damage to, the property of another person during any time when the Centers or any office, agent, or employee thereof has undertaken or is furnishing the care and service called for under the Agreement.

- c. Contractors Liability and Workers Compensation Insurance: The contractor shall purchase and maintain such insurance as will protect contractor from claims set forth below which may arise out of or result from contractors operations under contract, whether such operations be by the contractor or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.
 - i. Workers Compensation including Employers Liability with the following coverages and limits:
 - ii. Bodily Injury by Accident - \$1,000,000 combined single limit
 - iii. Bodily Injury by Disease - \$1,000,000 combined single limit
 - iv. Bodily Injury by Disease - \$1,000,000 combined single limit
 - v. Automobile Liability Coverage including Hired Care and Employers Non-ownership Liability with the following limits of liability:
 - vi. Combined Bodily Injury and Property Damage- \$1,500,00 each occurrence
 - vii. Professional Liability to include the following coverages and limits or insurance:
 - viii. Each Wrongful Act or Occurrence - \$2,000,000
 - ix. Annual Aggregate Level - \$4,000,000
 - x. Commercial General Liability to include the following coverages and limits of insurance
 - xi. Each Occurrence Limit – (Combined Bodily Injury and Property Damage) - \$1,500,000
 - xii. General Aggregate Limit – (other than products – completed operations) - \$3,000,000
 - xiii. Products – Completed Operations Aggregate Limit - \$3,000,000
 - xiv. Personal and Advertising Injury Limit - \$1,500,000
 - xv. Fire Damage Limit - \$300,000 any one fire
 - xvi. Medical Expense Limit - \$10,000 any one person
 - xvii. Coverages afforded shall include:
 - 1. Premises/Operations
 - 2. Products/Completed Operations
 - 3. Contractual Liability Including Oral and Written Communication
 - 4. Personal and Advertising Injury
 - 5. Fire Damage
 - 6. Medical Payments

13. Availability of Services:

- a. The Centers certify that the services to be provided under this Agreement are typically not available from other local resources without cost to eligible clients.

14. 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 an aggregate level sufficient to allow for the purchase of services, the parties will review the Agreement and renegotiate the necessary items.
- b. No claim for services furnished by the Centers, not specifically provided in the Agreement, will be paid by a County unless this is approved in writing by the involved County. Such approval shall be considered to be a separate agreement.

- c. 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.

15. Assignment and Subcontracting:

- a. The Centers shall not enter into subcontracts, nor assignment of this Agreement, without prior written approval of the County subject to such conditions and provisions as the County may deem necessary with the understanding being that such approval from the County will not be unreasonably withheld and with the further understanding that subcontracts may be necessary to carry out the terms of this Agreement. The Centers shall be responsible for the performance of all subcontractors.

16. Miscellaneous:

- a. 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 Centers and County relating to the subject matter hereof.
- b. The Commissioner of the Minnesota Department of Human Services is a third-party beneficiary of this contract.
- c. Pursuant to the requirement contained in MSA 245.466 Sub 3 (2) the following information is supplied:
 - i. To ensure effective delivery of quality services, there are in place mechanisms to monitor and evaluate the quality and appropriateness of care. The professional staff is organized to provide for credentialing and privileging of clinical care staff. There is in place a complete quality assurance program with staff committees that examine appropriateness of admission, length of stay, utilization of resources, and peer review. There is an adverse incidents committee to evaluate incidents that do occur and to recommend mechanisms for improvement. Supervision is provided by professionals. There is ongoing staff education directed towards improving professional practice and staying current with research and other professional developments. There is an annual evaluation of programs which will be made available to the counties and the Commissioner of the Department of Human Services.
- d. Pursuant to the requirement contained in MSA 245.466 Sub 3 (4) the following information is supplied:
 - i. Financial Statements generated are prepared in conformity with generally accepted accounting principles and are examined annually, in accordance with generally accepted auditing standards by an independent certified public accountant. Internal accounting and administrative controls are assessed by the independent auditor in connection with this regular annual examination. Verification of the Centers' compliance with requirements of the single audit action is performed by the independent certified public accountant. Administration of funds and the recording of transactions are performed in accordance with cost principles established by the Department of Human Services and sound accounting practices.
- e. The Centers will provide County with information identifying the current licensures, staffing, organizational chart, programs/services, and goals and objectives of the Centers.

IN WITNESS WHEREOF, Woodland Centers and the Swift County Family Services Department enter into this agreement for the period of time from January 1, 2020, through December 31, 2020.

The person(s) executing this agreement on behalf of the Contractor is its Chief Executive Officer, and who does so on behalf of the Contractor, and represents that the person(s) executing the agreement does so with the full legal authority of the Contract.



Ashley Kjos Psy. D. LP., Chief Executive Officer
Woodland Centers

Date 10-17-19



David Nordaune, President
Board of Directors, Woodland Centers

Date 10-17-19



Sarah Klaassen, Attorney
Woodland Centers

Date 10-22-19

Swift County Human Services Director signature

Date _____

Swift County Human Service Director printed name

Swift County Board of Commissioners signature

Date _____

Swift County Board of Commissioners printed name

APPROVED AS TO FORM AND EXECUTION

Swift County Attorney signature

Date _____

Swift County Attorney printed name

**WOODLAND CENTERS
CRISIS INTERVENTION RECEIVING CENTER
PROVISION AND FUNDING
OF CRISIS TEMPORARY RESIDENCE**

CRISIS TEMPORARY RESIDENCE:

Woodland Centers will provide crisis temporary residence through its Crisis Intervention Receiving Center program for the county.

The temporary residence is a short-term, residential, crisis treatment facility for persons experiencing an acute crisis, other emergency situation, emotional disturbance, or requested evaluation within a residential setting.

The corporate county per diem charge for crisis temporary residence for adults is \$273.

Woodland Centers will provide crisis residential services for children and adolescents through its Crisis Intervention and Receiving Program for the County.

The corporate county per diem charge for Rule 5 child/adolescent temporary residence acute care is \$294 per diem charge.

Billing Procedures:

1. Woodland Centers will request the client to sign a Release of Information form for use by Department Social Services authorized staff for billing and case record audit purposes.
2. Woodland Centers is responsible to obtain the pre-authorization for all clients who are admitted when there are any third party payers.
3. After receiving payment from third parties, Woodland Centers will refund to the Counties up to the amount of the Counties per diem charge.

Billing Procedures:

1. Billing for admissions under this agreement will be done by Woodland Centers first to third parties such as insurance companies.
2. Woodland Centers will request the client to sign a Release of Information form for use by Department Social Services authorized staff for billing and case record audit purposes.
3. Woodland Centers is responsible to obtain the pre-authorization for all clients who are admitted when there are any third party payers.
4. The Counties will be responsible to bill for child/adolescent temporary residence acute care or Title IVE.
5. The Counties will be responsible for any charges not covered by third party insurance.

Appendix B

WOODLAND CENTERS PROVISION AND FUNDING OF SUBACUTE DETOXIFICATION LAC QUI PARLE COUNTY

SUBACUTE DETOXIFICATION:

Woodland Centers will provide subacute detoxification for the county.

A subacute detox center provides for a safe withdrawal from alcohol or drug intoxication in a non-punitive setting where the individual's condition can be treated as an illness rather than a criminal act. The assessment, triage with physical backup and offers referral services to appropriate treatment facilities and discharge planning.

The usual period for service provision will extend 72 hours. When services exceed 72 hours, there will be a utilization review which is documented in the client's record.

The County will pay for subacute detoxification provided by Woodland Centers for individuals picked up within its county.

The corporate county per diem charge for detoxification is \$435.00 for 15 days. This number is based on the preceding three years' utilization. The total charge for this contract will be \$6,525.00 unless utilization exceeds 7 days. For utilization over 15 days, the County will be invoiced at \$435.00 per day.

Billing Procedures:

1. Woodland Centers will invoice the County for a block grant of \$3,262.50 on January 15, 2020, payable within 30 days, and \$3,262.50 on June 15, 2020, payable within 30 days. If actual utilization for this period exceeds 15 days, an invoice will be sent monthly based on \$435.00 per day of actual utilization.
2. Woodland Centers will request the client to sign a Release of Information form for use by Department Social Services authorized staff for billing and case record audit purposes.
3. Woodland Centers is responsible to obtain the pre-authorization for all clients who are admitted when there are any third party payers.
4. After receiving payment from third parties, Woodland Centers will refund to the Counties up to the amount of the Counties' per diem charge.

WOODLAND CENTERS
 2020 SLIDING FEE SCALE FOR OUTPATIENT,
 TEMPORARY RESIDENCE, AND PARTIAL HOSPITALIZATION SERVICES

			% REDUCTION BY NUMBER OF DEPENDENTS AND INCOME										
ANNUAL			MONTHLY			WEEKLY			6	7	8	9	10
0	TO	57,680	0	TO	4,807	0	TO	1,109	NF	NF	NF	NF	NF
57,680	TO	58,680	4,807	TO	4,890	1,109	TO	1,128	5	NF	NF	NF	NF
58,680	TO	59,680	4,890	TO	4,973	1,128	TO	1,148	5	NF	NF	NF	NF
59,680	TO	60,680	4,973	TO	5,057	1,148	TO	1,167	10	NF	NF	NF	NF
60,680	TO	61,680	5,057	TO	5,140	1,167	TO	1,186	10	NF	NF	NF	NF
61,680	TO	62,680	5,140	TO	5,223	1,186	TO	1,205	15	NF	NF	NF	NF
62,680	TO	63,680	5,223	TO	5,307	1,205	TO	1,225	15	NF	NF	NF	NF
63,680	TO	64,680	5,307	TO	5,390	1,225	TO	1,244	20	NF	NF	NF	NF
64,680	TO	65,680	5,390	TO	5,473	1,244	TO	1,263	20	NF	NF	NF	NF
65,680	TO	66,680	5,473	TO	5,557	1,263	TO	1,282	25	5	NF	NF	NF
66,680	TO	67,680	5,557	TO	5,640	1,282	TO	1,302	25	5	NF	NF	NF
67,680	TO	68,680	5,640	TO	5,723	1,302	TO	1,321	25	10	NF	NF	NF
68,680	TO	69,680	5,723	TO	5,807	1,321	TO	1,340	30	10	NF	NF	NF
69,680	TO	70,680	5,807	TO	5,890	1,340	TO	1,359	30	15	NF	NF	NF
70,680	TO	71,680	5,890	TO	5,973	1,359	TO	1,378	35	15	NF	NF	NF
71,680	TO	72,680	5,973	TO	6,057	1,378	TO	1,398	35	20	NF	NF	NF
72,680	TO	73,680	6,057	TO	6,140	1,398	TO	1,417	35	20	5	NF	NF
73,680	TO	74,680	6,140	TO	6,223	1,417	TO	1,436	40	25	5	NF	NF
74,680	TO	75,680	6,223	TO	6,307	1,436	TO	1,455	40	25	10	NF	NF
75,680	TO	76,680	6,307	TO	6,390	1,455	TO	1,475	45	30	10	NF	NF
76,680	TO	77,680	6,390	TO	6,473	1,475	TO	1,494	45	30	15	NF	NF
77,680	TO	78,680	6,473	TO	6,557	1,494	TO	1,513	45	35	15	NF	NF
78,680	TO	79,680	6,557	TO	6,640	1,513	TO	1,532	50	35	20	NF	NF
79,680	TO	80,680	6,640	TO	6,723	1,532	TO	1,552	50	35	20	5	NF
80,680	TO	81,680	6,723	TO	6,807	1,552	TO	1,571	55	40	25	5	NF
81,680	TO	82,680	6,807	TO	6,890	1,571	TO	1,590	55	40	25	10	NF
82,680	TO	83,680	6,890	TO	6,973	1,590	TO	1,609	55	45	30	10	NF
83,680	TO	84,680	6,973	TO	7,057	1,609	TO	1,628	60	45	30	15	NF
84,680	TO	85,680	7,057	TO	7,140	1,628	TO	1,648	60	45	35	15	NF
85,680	TO	86,680	7,140	TO	7,223	1,648	TO	1,667	65	50	35	20	5
86,680	TO	87,680	7,223	TO	7,307	1,667	TO	1,686	65	50	40	20	5
87,680	TO	88,680	7,307	TO	7,390	1,686	TO	1,705	65	55	40	25	10
88,680	TO	89,680	7,390	TO	7,473	1,705	TO	1,725	70	55	45	25	10
89,680	TO	90,680	7,473	TO	7,557	1,725	TO	1,744	70	55	45	30	15
90,680	TO	91,680	7,557	TO	7,640	1,744	TO	1,763	75	60	45	30	15
91,680	TO	92,680	7,640	TO	7,723	1,763	TO	1,782	75	60	50	35	20
92,680	TO	93,680	7,723	TO	7,807	1,782	TO	1,802	80	65	50	35	20
93,680	TO	94,680	7,807	TO	7,890	1,802	TO	1,821	80	65	55	40	25
94,680	TO	95,680	7,890	TO	7,973	1,821	TO	1,840	85	65	55	40	25
95,680	TO	96,680	7,973	TO	8,057	1,840	TO	1,859	85	70	55	45	30
96,680	TO	97,680	8,057	TO	8,140	1,859	TO	1,878	90	70	60	45	30
97,680	TO	98,680	8,140	TO	8,223	1,878	TO	1,898	90	75	60	50	35
98,680	TO	99,680	8,223	TO	8,307	1,898	TO	1,917	95	75	60	50	35
99,680	TO	100,680	8,307	TO	8,390	1,917	TO	1,936	95	75	65	50	40
100,680	TO	101,680	8,390	TO	8,473	1,936	TO	1,955	NR	80	65	55	40
101,680	TO	102,680	8,473	TO	8,557	1,955	TO	1,975	NR	80	65	55	45
102,680	TO	103,680	8,557	TO	8,640	1,975	TO	1,994	NR	85	70	55	45
103,680	TO	104,680	8,640	TO	8,723	1,994	TO	2,013	NR	85	70	60	45
104,680	TO	105,680	8,723	TO	8,807	2,013	TO	2,032	NR	85	75	60	50
105,680	TO	106,680	8,807	TO	8,890	2,032	TO	2,052	NR	90	75	65	50
106,680	TO	107,680	8,890	TO	8,973	2,052	TO	2,071	NR	90	75	65	55
107,680	TO	108,680	8,973	TO	9,057	2,071	TO	2,090	NR	95	80	65	55
108,680	TO	109,680	9,057	TO	9,140	2,090	TO	2,109	NR	95	80	70	55
109,680	TO	110,680	9,140	TO	9,223	2,109	TO	2,128	NR	NR	85	70	60
110,680	TO	111,680	9,223	TO	9,307	2,128	TO	2,148	NR	NR	85	75	60
111,680	TO	112,680	9,307	TO	9,390	2,148	TO	2,167	NR	NR	85	75	65
112,680	TO	113,680	9,390	TO	9,473	2,167	TO	2,186	NR	NR	90	75	65
113,680	TO	114,680	9,473	TO	9,557	2,186	TO	2,205	NR	NR	90	80	65
114,680	TO	115,680	9,557	TO	9,640	2,205	TO	2,225	NR	NR	95	80	70
115,680	TO	116,680	9,640	TO	9,723	2,225	TO	2,244	NR	NR	95	85	70
116,680	TO	117,680	9,723	TO	9,807	2,244	TO	2,263	NR	NR	NR	85	75
117,680	TO	118,680	9,807	TO	9,890	2,263	TO	2,282	NR	NR	NR	85	75
118,680	TO	119,680	9,890	TO	9,973	2,282	TO	2,302	NR	NR	NR	90	80
119,680	TO	120,680	9,973	TO	10,057	2,302	TO	2,321	NR	NR	NR	90	80
120,680	TO	121,680	10,057	TO	10,140	2,321	TO	2,340	NR	NR	NR	95	85
121,680	TO	122,680	10,140	TO	10,223	2,340	TO	2,359	NR	NR	NR	95	85
122,680	TO	123,680	10,223	TO	10,307	2,359	TO	2,378	NR	NR	NR	NR	85
123,680	TO	124,680	10,307	TO	10,390	2,378	TO	2,398	NR	NR	NR	NR	90
124,680	TO	125,680	10,390	TO	10,473	2,398	TO	2,417	NR	NR	NR	NR	90
125,680	TO	126,680	10,473	TO	10,557	2,417	TO	2,436	NR	NR	NR	NR	95
126,680	TO	127,680	10,557	TO	10,640	2,436	TO	2,455	NR	NR	NR	NR	95
127,680	TO	128,680	10,640	TO	10,723	2,455	TO	2,475	NR	NR	NR	NR	95
128,680	AND	OVER	10,723	AND	OVER	2,475	AND	OVER	NR	NR	NR	NR	NR

Appendix D

EXTERNAL
RATE SCHEDULE
1-1-2020

	RATE	UNIT
Outpatient Services:		
Psychiatrist	\$295	hour
Licensed Psychologist, Ph.D.	\$280	hour
Licensed Master's Level Professional Staff	\$280	hour
Other Professional Staff	\$280	hour
Home Based Professional Staff	\$280	hour
Home Based Para-Professional Staff	\$145	hour
Group Therapy	\$280	hour
MD Chemotherapy	\$130	each
RN Chemotherapy	\$80	each
CD Primary Outpatient Treatment	\$60	hour
Day Treatment	\$55	hour
Assertive Community Treatment	\$202	service
Residential Services:		
Detoxification	\$720	day
TR Children (Rule 5)	\$720	day
TR Adults (Rule 36/12)	\$1,729	day
DWI School	\$105	program
Information and Referral	\$50	each
Additional Written Material		therapist's rate/hour
Alternatives	\$225	program
Anger Management	\$360	program

For residents of Woodland Centers corporate counties (Big Stone, Chippewa, Kandiyohi, Lac qui Parle, Meeker, Renville, and Swift), discounts are available which can reduce the amount an individual must pay out of pocket. Upon verification of income, those whose income is below 175 percent of the Federal Poverty Guideline (SMI) may not be required to pay anything themselves: if the income is over 175 percent of the Federal Poverty Guideline, a sliding fee scale exists. The discounts are possible due to VCA funding from our corporate counties. The discounts are **NOT** available if an individual refuses to allow billing of services to third parties. Psycho-education group is not on the sliding fee scale. For non county clients the individual and group CSP rate will be at your average end of the year rate plus 8%. The external rate schedule will be used for County Family Service related court subpoenas.

**WOODLAND CENTERS
PRIMARY SERVICE SITES
FOR NONRESIDENTIAL SERVICES**

Big Stone Center
28 NW 2nd Street
P.O. Box 145
Ortonville, MN 56278
Phone: (320) 839-8322
1-800-713-1231

Chippewa County Center
1234 Hwy 7 East
P.O. Box 187
Montevideo, MN 56265
Phone: (320) 269-6581
1-888-281-0241

Kandiyohi County Center
1125 S.E. 6th Street
P.O. Box 787
Willmar, MN 56201
Phone: (320) 235-4613
1-800-992-1716

Lac Qui Parle County Center
669 6th Street
P.O. Box 493
Dawson, MN 56232
Phone: (320) 769-4864
1-877-977-8930

Meeker County Center
114 N. Holcombe Avenue
P.O. Box 55
Litchfield, MN 55355
Phone: (320) 693-7221
1-888-281-0243

Renville County Center
902 W Lincoln Ave
P.O. Box 84
Olivia, MN 56277
Phone: (320) 523-5526
1-888-281-0242

Swift County Center
North Star Building
1209 Pacific Avenue
Benson, MN 56215
Phone: (320) 843-2061
1-877-977-9040

Appendix F

Purchase of Service Funding

Adult	Child	Mental Health Services:
4080	4050	Outpt. Diagnostic Assessment-M.D.
4080	4050	Outpt. Diagnostic Assessment-Ph.D.
4080	4050	Outpt. Diagnostic Assessment-Enrolled
4080	4050	Outpt. Diagnostic Assessment-Other
4540	4550	Outpt. Medication Management - M.D. (each)
4540	4550	Outpt. Medication Management - R.N. (each)
4520	4530	Outpatient Psychotherapy
4520	4530	Outpatient Psychotherapy-M.D.
4520	4530	Outpatient Psychotherapy-Ph.D.
4520	4530	Outpatient Psychotherapy-Enrolled
4520	4530	Outpatient Psychotherapy - Other
4520	4530	Outpatient Psychotherapy - M.D.
4520	4530	Outpatient Psychotherapy - Ph.D.
4520	4530	Outpatient Psychotherapy - Enrolled
4520	4530	Outpatient Psychotherapy - Other
4680	4670	Day Treatment
4680		MH/MI Day Treatment

Chemical Dependency Services:

3050	Rule 25 Assessment/Rule 24 Financial Eligibility Determination
3521	Counseling/Families & Individuals - M.D.
3521	Counseling/Families & Individuals - Ph.D.
3521	Counseling/Families & Individuals - Enrolled
3521	Counseling/Families & Individuals - Other
3522	Group Counseling
3523	Adult C.D. Treatment

4020	Community Education and Prevention
4940	Case Consultation
4510	Emergency - Telephone and On-Call Service
9980	Licensing and Resource Development
N/A	Program Consultation

2020 Contract Addendum

Said contractor will comply with the civil rights obligations and assurance agreement in accordance with the U.C. Department of Health and Human Services imposed by the regulations pursuant to Title VI of the Civil Rights Act of 1964; the Age Discrimination Act of 1975; Section 604 of the Rehabilitation Act of 1973; Title II of the American's with Disabilities Act of 1990; Title IX of the Educational Amendments of 1972; Section 1557 of the Patient Protection and Affordable Care Act of 2010. Comply with these regulations to the effect that, no person in the United States shall on the grounds of race, color national origin, sex, age, disability, or religion, be excluded from participation in, be denied the benefit of, or otherwise subject to discrimination. Said signed addendum shall be filed in Swift County Human Services comprehensive civil rights plan in compliance with 2019-2021 County-State Civil Rights Assurance Agreement as required by the MN Department of Human Services.

Purchase of Service Contract

2020

Swift County Human Services, Benson, Minnesota, 56215, hereinafter referred to as the "Department" and Countryside Public Health Service, 201-13th Street South, Benson, Minnesota 56215, hereinafter referred to as the "Contractor", enter into this agreement for the period of **January 1, 2020 to December 31, 2020**

Witnesseth

WHEREAS, the Department, wishes to purchase various public health related services;

WHEREAS, funds are available for the purchase of such services; and

WHEREAS, the Department has identified persons who are in need of public health services and the Department wishes to purchase these services from the Contractor; and

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

WHEREAS, the Department and the Contractor, according to Minnesota Rules, part 9550.0010 to 9550.0092, understand and agree that this Contract serves as a contract for services purchased;

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

A. Definitions

Department's Designated Agent - The County Human Services Director shall be the Department's Designated Agent for the purpose of receiving notification under the terms of this Contract.

Public Health Services - Means those services described in **Appendix A** of this document.

B. Purchase of Services

1. At the request of the Department, the Contractor agrees to furnish the following services:

Title	Service	Unit Type	Unit Cost	Est. Cost
100.113	Family Support Home Visiting	HR-Hour	\$65.00	<u>\$2,000</u>
100.114	Lice (and other communicable conditions)	HR-Hour	\$65.00*	<u>\$65</u>
200.112	Child Health Consultation, 1 Assessment and/or Case Management	HR-Hour	\$65.00	<u>\$130</u>
300.116 400.116	Prepetition Consultation, Screening or review	HR-Hour	\$65.00	<u>\$130</u>

500.117	Mental Retardation and Related Conditions (DD)	HR-Hour	\$65.00	<u>\$ 130</u>
600.118	Adult Health Consultation Assessment and/or Case Management	HR-Hour	\$65.00	<u>\$ 6,000</u>
700.119	Buccal Swab Collection	Unit -15 minutes	\$20.00	<u>0</u>
800.120	Blood Borne Pathogens Training/Education Presentations	HR-Hour	\$65.00	<u>\$ 65</u>

*Supplies and equipment are to be billed, in addition, at cost. Receipts required.

2. The total amount to be paid to the Contractor for purchased services shall not exceed \$ 8520 for the duration of the Contract. Reimbursement to the Contractor shall be made on the basis of 100% of actual costs when receipts are attached to customary billing statements.

3. The Department shall determine which families will receive services.

C. Delivery of Services

1. The Contractor agrees to use only qualified personnel to provide any services purchased under this Contract. 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 provisions of applicable State Law or Minnesota Rules.

2. Services will customarily be provided to families by the Contractor at the homes of the families being served, the offices of the Contractor, or at the Department depending upon circumstances. The Department will provide use of its office space at no cost to the provider on an as needed, space-available basis. Appointments will be arranged to take place in the client's home.

3. Services are to be time limited as developed by the Department and Contractor on a case-by-case basis.

4. The Contractor agrees to provide services, when applicable, in accordance with Minnesota Rules, parts 9505.0324 (Medical Assistance Provider Rule) and in accordance with the type, amount, frequency and duration stated in each case plan. The amount, type, frequency and duration of the purchased services shall be directed toward achievement of goals and objectives stated in the case plan.

5. The Contractor agrees to notify the Department in writing within 5 days whenever the Contractor is unable to or is going to be unable to provide the quality or quantity of services to achieve the objectives as required by this Contract. Upon such notification, the Department and Contractor shall determine whether the Contract should be modified or canceled.

6. Nothing in this Contract shall be construed as requiring the Contractor to provide services, or the Department to continue purchasing services from the Contractor for any eligible client upon cancellation or termination of the Contract.
7. The Contractor agrees that the services to be provided under this Contract will be available only to clients identified by the Department.
8. Specific expectations of the Contractor in relation to each case include the following, at a minimum:
 - *maintain regular contact with the Department's case manager
 - *provide a written closing summary, including dates of contact, treatment outcomes, and recommendations to the case manager within 30 days of case closure
 - *provide documentation of specific services (as described in Appendix A).
9. Specific expectations of the Department in relation to each case include the following, at a minimum:
 - *if requested, complete an initial assessment of the client's issues and prepare appropriate referral information for the Contractor;
 - *participate in an initial meeting with the client and the Contractor if necessary;
 - *coordinate case management services with the Contractor;
 - *actively participate in arranging case staffings for review and case closure purposes; and
 - *perform necessary court services related functions.

D. Eligibility For Services

1. A **Release of Information** document should be completed to permit mutual exchange of information between the Contractor and the Department.
2. The Contractor agrees not to charge any program or service fee to an eligible family.
3. If the Department has determined that the client is no longer eligible to receive services or that services are no longer needed or appropriate, the Department should notify the Contractor within 5 working days of the determination. Further, the Department should notify the client of proposed action and of the right to appeal this proposed action.
4. The Contractor agrees to notify the Department and the client in writing whenever the Contractor proposes to discharge or terminate service. The notice must be sent at least 10 days prior to the proposed date of discharge or termination and must include the specific grounds for discharge or termination of service(s), and document the attempts to resolve the specific grounds. The Contractor shall not discharge or terminate services to a client prior to the proposed date unless delay would seriously endanger the health, safety, or well-being of the family or others.

E. Contractor Qualifications and Training

The Contractor is qualified as a Public Health Service (Countryside Public Health). Employees providing services as listed in this contract will be a Registered Nurse with public health experience and/or an Environmental Health Specialist or other qualified personnel delegated to provide the service.

F. Payment For Service

1. Services contained in this contract are generally not billable to Medical Assistance or any third party insurance. The Contractor will bill the Department for services provided.
2. For services provided that are covered by Medical Assistance, the Contractor will seek reimbursement by submission of HCFA-1500, or its equivalent, documents to the Department of Human Services. Such submissions should be made on a timely basis to ensure prompt reimbursement for services provided. Payment of Medical Assistance shall constitute full payment for services provided.
3. For services that are covered by a 3rd party insurance, the Contractor will seek reimbursement by submission of appropriate insurance claims as is required by the insurance carrier. Such submissions should be made on a timely basis to ensure prompt reimbursement for services provided.
4. For services that are not Medical Assistance or 3rd party eligible, the Contractor shall submit, within 10 days after the end of the month of service, a standard **Vendored Service Voucher (or the equivalent)** for services provided each month of this Contract. The Voucher should distinguish between the type of services provided, client names, number of units of services and other data required by the Department. The Voucher will be signed or approved by an authorized individual. The Department shall insure payment is made within 30 days of receipt of a properly completed Voucher.
5. The Contractor agrees to make such disclosures of ownership and control information to the Department as is required by Title 42, Code of Federal Regulation, sections, 455.100 to 455.106.
6. The Contractor agrees not to include in the charges for services, any administrative or service costs assignable to private pay or third-party pay sources.

G. Audit and Record Disclosure

1. The Contractor agrees to provide the following financial, statistical or social service reports to the Department:

- *Vendored Service Vouchers (or equivalent) - at least monthly
- *Closure Reports - within 30 days of case closure
- *Statistical Reports - quarterly

2. The Department's procedures for monitoring and evaluating the Contractor's performance under this contract may include, but are not limited to:

- *review of client files
- *review of Contractor's financial, statistical and program records
- *review of reports and data supplied by the Contractor at the Department's request.

3. The Contractor agrees to allow personnel of the Department, the Minnesota Department of Human Services, and the Federal Department of Health and Human Services, with proper release of information, to access Contractor's files, and access to and the right to copy records at reasonable hours to exercise their responsibility to monitor purchased services.

4. The Contractor agrees to maintain all records pertaining to the Contract at **201 - 13th Street South, Benson, Minnesota 56215.**

5. The Contractor agrees to comply with policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures as defined in the Department of Human Services Manual, SSM X.1000 to X.1400, and the administrative rules of the Department of Human Services, Minnesota Rules, parts 9550.0010 to 9550.0092.

H. Safeguard Of Client Information

1. The collection, maintenance and dissemination of data pertaining to eligible persons shall be in accordance with Minnesota Statutes, Chapter 13.
2. The individual employed by the Contractor who is designated to assure compliance with the Minnesota Government Data Practices Act, in accordance with Minnesota Statutes, section 13.46, subd. 10, paragraph (d) shall be **Liz Auch**.

I. Equal Employment Opportunity, Civil Rights and Non-Discrimination

1. When applicable, the Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504; and all other federal regulations which prohibit discrimination in any program receiving federal financial assistance.
2. When applicable, the Contractor certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363.073. This section shall not apply if the grant is for less than \$50,000, and the Contractor has employed 20 or less full-time employees during the previous 12 months. The Contractor also agrees to comply with all other applicable provisions in Minnesota Statutes, Chapter 363.

J. Fair Hearing and Grievance Procedures

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

K. Bonding, Liability, Indemnity, Insurance and Audit

1. Bonding

The Contractor agrees to obtain and maintain for the duration of this Contract a Public Employee Dishonesty Bond to cover the Contractor's personnel that are authorized to receive or distribute monies. Such bond shall be in the amount of \$25,000/employee.

2. Indemnity

The Contractor agrees that it will at all times indemnify and hold harmless the Department from any and all liability for loss, damage or injuries arising from its performance under this Contract if:

- a) By reason of any service, a person suffers personal injury, death or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this Contract, or while on premises owned, leased, or operated by the Contractor, or while being transported to or from the premises in a vehicle owned, operated, chartered, or otherwise contracted for by the Contractor or its assigns; or

- b) By reason of any service, a person causes injury to, or damage to, the property of another person or individual during any time when the Contractor, the Contractor's assigns or employee thereof has undertaken or is furnishing the care or service called for under this Contract.

3. Insurance

The Contractor further agrees, in order to protect itself and the Department under the indemnity provisions set forth above, to at all times during the term of this Contract have and keep in force a liability insurance policy in the amount of \$500,000/person for bodily injury or property damage to any one person or individual and \$1,500,000/occurrence for total injuries or damages arising from any one incident.

4. Audit

If required, the Contractor agrees that within 90 days of the close of its fiscal year an audit will be conducted which will meet the requirements of the Single Audit Act of 1984, P.L. 98-502 and Office of Management and Budget Circular No. A-128. After completion of the audit, a copy of the audit report shall be filed with the Department.

L. Conditions of the Parties' Obligations

1. This Contract 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.
2. Before the termination date specified in section 1 of this Contract, the Department may evaluate the performance of the Contractor in regard to terms of this Contract to determine whether such performance merits renewal of this Contract. This paragraph does not create an option for renewal of this Contract.
3. Any alterations, variations, modifications, or waivers of provisions of this Contract will be valid only when they have been reduced to writing, and properly executed by both parties.
4. If the Department determines that funds are not being administered in accordance with the approved service plan, budget or that services are not being properly provided according to the terms of this Contract, the Department may terminate this Contract after notice has been provided to the Contractor.

M. Subcontracting

The Contractor agrees not to enter into subcontracts for any of the work contemplated under this Contract without permission of the Department.

N. Noncompliance

1. If the Contractor or subcontractor fails to comply with the provisions of this Contract, the Department may seek any available legal remedy.
2. Either party will notify the other party within 30 days when a party has reasonable grounds to believe that this Contract has been, or will be breached in a material manner. The party receiving such notification shall have 30 days, or such other reasonable period of time as mutually agreed to by the parties, to cure the breach or anticipatory breach.

O. Miscellaneous

The Contractor acknowledges and agrees 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. The Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to take administrative action or sue the 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 Contractor. The Contractor specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to and may recover from the Contractor reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision will 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.

P. HIPAA Protocol

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

- * appropriately safeguarded;
 - * any misuse of IIHI will be reported to the Department;
 - * secure satisfactory assurances from any subcontractor;
 - * grant individuals access and ability to amend their IIHI;
 - * make available an accounting of disclosures;
 - * release applicable records to the Department or Department of Human Services if requested;
- and
- * upon termination, return or destroy all IIHI in accordance with conventional record destruction practices.

Q. Entire Agreement

It is understood and agreed that the entire Contract of the parties is contained herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and any county social service agency relating to the subject matter hereof.

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

1. Elizabeth Anich, PHN 11-1-19

Administrator of Countryside Public Health Service Date

2. _____

Director of _____ County Human Services Date

3. _____

Chairman, _____ County _____ Board Date

Approved As To Form And Execution:

4. _____

_____ County Attorney Date

Service Description

100.113 Family Support Home Visiting

is a project consisting of a schedule of 13 home visits by a Public Health Nurse. The target population is teen mothers or adult parents with learning disabilities or deficits of children age birth to 2 years to assist them to:

- a. Improve their parenting skills;
- b. Provide a safe environment for their children;
- c. Provide for adequate growth and development of their children;
- d. Establish and appropriately use a positive support network.

Each home visit includes a review of well-child checkups, immunization status, height and weight, nutrition, illnesses, and use of the medical delivery system. Additionally, a home environment/safety assessment is completed and topics are discussed that are age-appropriate for the child.

100.114 Lice (or other communicable conditions) Consultation, Assessment, and/or Case Management

is a service that is provided by an employee of the contracting agency who has knowledge in the detection, treatment, and elimination of head lice, scabies, body lice, etc. The service may involve a visit to the client's home or be provided in a mutually agreed upon public building. The service provided may include:

- a. Assess the client and/or close living persons for the presence of lice (or other communicable conditions). This may involve referral of the client to a medical clinic for verification of diagnoses in some instances such as scabies or body lice.
- b. Determine history of treatment process and any potentially exposed persons that need to be contacted by the client.
- c. Assess client's knowledge level regarding the condition and provide education in deficit areas.
- d. Develop a treatment plan and as needed, arrange or obtain personnel or products.
- e. Provide education to cleaning providers, if necessary.
- f. May include treatment visits as needed and arranged. A limit of 5 to 7 visits per family.

200.112 Child Health Consultation, Assessment, and/or Case Management

is a service that is provided by a Registered Nurse, with public health experience, and/or an Environmental Health Specialist. The service consists of assessment and evaluation of a child's health and environmental situation with recommendations given.

The service may involve a visit to a child's home, their school, or at a public building. The service will Typically include, but not be limited to:

- a. Collect data from a variety of sources including: the child, a guardian, and/or parent regarding the child's health history, current health, safety, methods of completion of activities of daily living and incidental activities of daily living, growth & development, and access to primary health care.
- b. Assess and evaluate the living environment and identify potential safety needs.
- c. Evaluate data based on normal growth and development patterns of children.
- d. Develop a plan and set goals, as needed, that will assist in meeting the child's needs.

300.116 (Chemical dependency) or

400.116 (Mental Illness)

Pre-Petition Consultation, Screening or Review

is a service provided by a Registered Nurse with public health experience. The RN or PHN acts as a member of the team to review documentation provided by a social worker regarding issues of possible chemical dependency or mental illness of a client. The nurse renders a decision, based on the information provided, if the client meets the criteria for needing commitment.

500.117 Mental Retardation and Related Conditions Health Consultation

is a joint visit with a social worker to complete the health document portion of the assessment tool for MRRC. The service is provided by a Registered Nurse with public health experience or a Public Health Nurse.

600.118 Adult Health Consultation, Assessment, and/or Case Management

is a service that is provided by a Registered Nurse with public health experience and/or an Environmental Health Specialist. The service consists of assessment and evaluation of an adult's health and environmental situation with recommendations given.

The service may be provided at the adult's home or a mutually agreeable site. The service will typically include, but will not be limited to:

- a. Collect data from the client or other sources regarding the adult's health history, current health, safety, methods of completion of activities of daily living, and access to primary health care.
- b. Assess and evaluate the living environment and identify potential safety needs.
- c. Evaluate data collected.
- d. Develop a plan and set goals, as needed, that will assist in meeting the client's needs.

700.119 Buccal Swab Collection

includes completion of needed paperwork, collection of swab, and prompt processing of the material, as needed. This service is provided by a nurse from the contract agency who has had training in obtaining a buccal collection.

800.120 Blood Borne Pathogens Training

2020 Contract Addendum

Said contractor will comply with the civil rights obligations and assurance agreement in accordance with the U.C. Department of Health and Human Services imposed by the regulations pursuant to Title VI of the Civil Rights Act of 1964; the Age Discrimination Act of 1975; Section 604 of the Rehabilitation Act of 1973; Title II of the American's with Disabilities Act of 1990; Title IX of the Educational Amendments of 1972; Section 1557 of the Patient Protection and Affordable Care Act of 2010. Comply with these regulations to the effect that, no person in the United States shall on the grounds of race, color national origin, sex, age, disability, or religion, be excluded from participation in, be denied the benefit of, or otherwise subject to discrimination. Said signed addendum shall be filed in Swift County Human Services comprehensive civil rights plan in compliance with 2019-2021 County-State Civil Rights Assurance Agreement as required by the MN Department of Human Services.

2020

Swift County Human Services, 401-21st Street South, Benson, Minnesota, 56215, hereinafter referred to as the "Department" and Presbyterian Family Foundation, 901 Highway 71 North, Willmar, Minnesota 56201, hereinafter referred to as the "Contractor", enter into this agreement for the period of January 1, 2020 to December 31, 2020.

Witnesseth

WHEREAS, the Department, wishes to purchase court-related services, specifically guardianship and conservatorship services;

WHEREAS, funds are available for the purchase of such services; and

WHEREAS, the Department has identified persons who are in need of court-related services in accordance with Minnesota Statute and the Department wishes to purchase these services from the Contractor; and

WHEREAS, this is a mandated service under the Uniform Guardianship and Protective Proceedings Act, M.S. 525 et seq; and

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

WHEREAS, the Department, pursuant to M.S. 373.01, 373.02 and 256M wishes to enter into a Host County Contract with the Contractor; and

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

100 Definitions

Court-Related Service (61900) - Services of the court visitor, including explaining petitions for guardianship and conservatorship to the proposed ward, or services involved in acting as a conservator.

Department's Designated Agent - The County Human Services Director shall be the Department's Designated Agent for the purpose of receiving notification under the terms of this Contract.

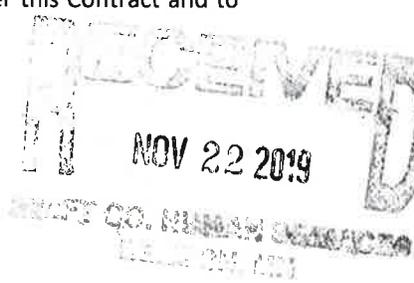
Person - Means a person identified by a probate court in need of guardianship or conservatorship services.

Notification of Person - Means notification in writing to the person receiving services under this Contract and to that person's legal guardian or conservator, if any.

200 Purchase of Services

1. At the request of the Department, the Contractor agrees to furnish the following services:

Code	Title	Unit Type	Unit Cost	Est Cost
6190	Court-Related Services	HR	\$57.68	\$15,000
6191	Transportation	ML	IRS rate	



2. The total amount to be paid to the Contractor for purchased services shall not exceed \$15,000 for the duration of the Contract. In cases where there will be many hours of service during a short period of time or service complexity warrants, a special rate will be negotiated between the Contractor and the Department.

3. The Department shall determine which persons will receive guardianship/conservatorship services. This, however, does not preclude the Contractor from providing services to private pay individuals within the County.

4. The Department is agreeing to purchase and the Contractor is agreeing to provide guardianship/conservatorship services which encourage independence in the least restrictive manner possible in accordance with the functioning level of the person. At all times, it is understood and agreed upon that the personal choices of the person will be taken into consideration in all decision making processes. In addition, family members input will also be encouraged and relied upon when making decisions, when it is possible, and does not interfere with the safety and well-being of the person.

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."

4. The Contractor agrees to be responsible for the performance of any subcontractor to ensure compliance with the subcontract.

1600 Noncompliance

1. If the Contractor or subcontractor fails to comply with the provisions of this Contract, the Department may seek any available legal remedy.

2. Either party shall notify the other party within 30 days when a party has reasonable grounds to believe that this Contract has been, or will be breached in a material manner. The party receiving such notification shall have 30 days, or such other reasonable period of time as mutually agreed to by the parties, to cure the breach or anticipatory breach.

1700 HIPAA Protocol

The Contractor provides assurances to the Department that it will comply with Health Information Portability and Accountability Act (HIPAA) requirements necessary to protect individual identifying health information (IIHI). Use and disclosure will require that all IIHI be: appropriately safeguarded; any misuse of IIHI will be reported to the Department; secure satisfactory assurances from any subcontractor; grant individuals access and ability to amend their IIHI; make available an accounting of disclosures; release applicable records to the Department or Department of Human Services if requested; and upon termination, return or destroy all IIHI in accordance with conventional record destruction practices.

1800 Miscellaneous

The Contractor acknowledges and agrees 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. The Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to take any appropriate administrative action or sue the 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 Contractor. The Contractor specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to and may recover from the Contractor reasonable attorney's fees, 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.

1900 Entire Agreement

It is understood and agreed that the entire Contract of the parties is contained herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and any county social service agency relating to the subject matter hereof.

Minnesota Statutes, Chapter 13.

2. The individual employed by the Contractor who is designated to assure compliance with the Minnesota Government Data Practices Act, in accordance with Minnesota Statutes, section 13.46, subd. 10, paragraph (d) shall be **Catherine Johnson**.

1000 Equal Employment Opportunity, Civil Rights and Non-Discrimination

1. When applicable, the Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504; and all other federal regulations which prohibit discrimination in any program receiving federal financial assistance.

2. When applicable, the Contractor certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363.073. This section shall not apply if the grant is for less than \$50,000, and the Contractor has employed 20 or less full-time employees during the previous 12 months. The Contractor also agrees to comply with all other applicable provisions in Minnesota Statutes, Chapter 363.

1100 Fair Hearing and Grievance Procedures

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

1200 Bonding and Related Matters

1. The Contractor agrees to hold a fidelity bond in the amount of **\$50,000** for each staff person authorized to handle monies.

2. The Contractor agrees that it will at all times indemnify and hold harmless the Department from any and all liability for loss, damage or injuries arising from its performance under this Contract if:

- ✓ by reason of any service, a person suffers personal injury, death or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this Contract, or while on premises owned, leased, or operated by the Contractor, or while being transported to or from the premises in a vehicle owned, operated, chartered, or otherwise contracted for by the Contractor or its assigns; or
- ✓ by reason of any service, a person causes injury to, or damage to, the property of another person or individual during any time when the Contractor, the Contractor's assigns or employee thereof has undertaken or is furnishing the care or service called for under this Contract.

3. The Contractor agrees to purchase and to have in force during the duration of this contract a liability insurance policy in the minimum amount of **\$500,000** (five hundred thousand dollars) for damages to one person and **\$1,500,000** (one million five hundred thousand dollars) for total damages incurred in one incident.

1300 Contractor Debarment, Suspension and Responsibility Certification

Federal Regulation 45 CFR 92.35 prohibits the Agency from purchasing goods or services with Federal money from vendors who have been suspended or debarred by the Federal government. Similarly, Minnesota Statutes, Section 16C.02, subd. 2 provide the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abuse the public trust in a serious manner.

By signing this contract, the Contractor certifies that it and its principals* and employees:

- 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;
- have not within a three-year period preceding this contract: 1) 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; 2) violated any Federal or State antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or

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

Signatures

1.  11.20.2019
Presbyterian Family Foundation Date

2. _____
Catherine Lee, SCHS Director Date

3. _____
Gary Hendrickx, Swift County Board Chair Date

Approved As To Form And Execution:

4. _____
Danielle Olson, Swift County Attorney Date

2020 Contract Addendum

Said contractor will comply with the civil rights obligations and assurance agreement in accordance with the U.C. Department of Health and Human Services imposed by the regulations pursuant to Title VI of the Civil Rights Act of 1964; the Age Discrimination Act of 1975; Section 604 of the Rehabilitation Act of 1973; Title II of the American's with Disabilities Act of 1990; Title IX of the Educational Amendments of 1972; Section 1557 of the Patient Protection and Affordable Care Act of 2010. Comply with these regulations to the effect that, no person in the United States shall on the grounds of race, color national origin, sex, age, disability, or religion, be excluded from participation in, be denied the benefit of, or otherwise subject to discrimination. Said signed addendum shall be filed in Swift County Human Services comprehensive civil rights plan in compliance with 2019-2021 County-State Civil Rights Assurance Agreement as required by the MN Department of Human Services.

PURCHASE OF SERVICE AGREEMENT
GREATER MINNESOTA FAMILY SERVICES
AND
SWIFT COUNTY HUMAN SERVICES
January 1, 2020 to December 31, 2020

The Swift County Human Services, 410 21st St. S, Benson, MN 56215, hereafter referred to as "Department", and Greater Minnesota Family Services, (hereafter GMFS), 2320 E. Hwy. 12, Suite 2, Willmar, Minnesota 56201, hereafter referred to as "Contractor"; enter into this agreement for the period from January 1, 2020 to December 31, 2020.

WITNESSETH

WHEREAS, the Center is an organization approved under Minnesota Department of Human Services Rule 29,

WHEREAS, the County wished to purchase such program services from Greater Minnesota Family Services,

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

Purchase of Service:

As specified in the Federal Register of January 31, 1977, CFR 45 Part 28 and the Minnesota Comprehensive Annual Services Program Plan, the County agrees to purchase and the Center agrees to furnish the following:

Family Based Services – Family Based Mental Health
Family Community Support Service/Skills
Family Based Counseling
Family Based Crisis Services

County and MA/GAMC Funding Model.

GMFS will provide 654 hours of family based services (0.5 F.T.E.). These positions are serviced by Qualified Mental Health Practitioners, qualified to provide mental health practitioner services under the supervision of a licensed Qualified Mental Health Professional. GMFS will accept reimbursement as \$68.44 per hour. Services by Licensed Mental Health Professionals will be provided on an as needed basis at the request of the Department as \$96.64 per hour. All services to Medical Assistance, Prepaid Medical Assistance Plan (PMAP), or commercial insurance eligible and severely emotionally disturbed, and emotionally disturbed children will be billed to insurance. The Department will pay for one unit (billable hour) per "no show" appointments. The Department will also pay for all copays, deductibles, and coinsurances where there is no secondary MA/PMAP insurance to bill.

Cost and Delivery of purchased Services: (MA/GAMC and County Funding Model)

GMFS will invoice the county or MA/GAMC for qualified services. Costs of this contract for all Family Based services direct and indirect will not exceed \$44,760 for the 0.5 FTE. Each MA/GAMC client with a severe emotional disturbance or emotional disturbance will reduce the county's total costs by billing MA, Prepaid Medical Assistance Program (PMAP) and Targeted Case Management (TCM) (see attached contract) for all direct client contact and travel time.

Number of Client Cases per FTE Caseload

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

Eligibility for Services:

The parties understand and agree that the eligibility of the client to receive the Purchased Services to be purchased by the Department and furnished by the Contractor is to be determined according to the Department.

When the Department has determined that the client is no longer eligible to receive Purchased Services from the Contractor, the Department shall so notify the contractor within five (5) days of the determination.

Delivery of Care and Services:

Except as otherwise provided herein, the Contractor shall maintain in all respects its present control over and autonomy with respect to:

- a. The application of its intake procedures and requirement to clients.
- b. The methods, times, means, and personnel for furnishing Purchased Services to eligible clients.
- c. The determination of when to terminate the furnishing of Purchased Services to eligible clients.
- d. The contractor will furnish initial reports within 30-45 days, monthly summary reports for case managers containing how many times and length of sessions, no shows, attempts to schedule, if the client is compliant and summary of progress towards meeting goals, quarterly reports or as requested, thereafter discussing the assessment, goals, approaches, and recommendations. Rule 79 Evaluations will be utilized, where applicable, in place of the initial reports. All clients families are given client satisfaction surveys, copies of which will be given to the case manager.
- e. Program Outcomes:
 - 75% of families utilizing GMFS intensive family based services will remain intact, which will reduce the number of days in out of home placement.

- 75% of families utilizing GMFS intensive family based services will be satisfied with services provided.
- Families with GMFS will use their crisis respite care provider instead of crisis shelter services during periods of child crisis.

Nothing in this agreement shall be construed as requiring the Contractor to provide or continue Purchased Services to or for any eligible clients.

Payment for Purchased Services:

- Certification of Expenditures: The Contractor shall, within (15) working days following the last day of each month submit an invoice to the Department.
- Payment: The Department shall within thirty (30) days of the date of the receipt of the invoice, make payment to the Contractor contingent upon receiving monthly summaries for the month being invoiced. Invoices will include identifying no-shows, copays and deductible information for who is receiving the service.

Audit and Record Disclosures:

The Contractor agrees that within 60 days following the termination date of this contract, to provide unaudited financial statements for year end and/or copies of tax reports filed with the IRS in lieu of CPA audit reports. The financial statements must be done according to generally accepted accounting standards to result in statements that include balance sheet, income statement, and changes in financial position.

All books, records, documents, and accounting procedures and practices of the vendor, that are relevant to the contract, are subject to examination by the state auditor (1998, MN Laws, ch. 386, art. 1. & 6.). State records need to be retained for four (4) years for audit purposes.

The Contractor will be compliant with National Standards, U.S. Department of Human Services under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA).

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

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

Safeguard of Client Information:

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

Equal Employment Opportunity and Civil Rights Clause:

The contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000d) including Executive Order NO. 11246 and Title VI (42 USC 2000c).

Fair Hearing and Grievance Procedures:

The contractor agrees that a fair hearing and grievance procedure will be established in conformance with and in conjunctions with the Fair Hearing and Grievance Procedures established, developed and provided by the Minnesota Department of Human Services.

Relationship of Parties:

It is understood by the parties that Mental Health Practitioners are employees of Greater Minnesota Family Services, an independent contractor, and are not employees of Big Stone County Family Service Center. Big Stone County is not responsible for any compensation or other benefits not specifically provided for in this or any other written contract with Greater Minnesota Family Services.

Bonding, Indemnity and Insurance Clause:

- a. Bonding: The Contractor shall obtain and maintain at all times, during the terms of agreement, a fidelity bond covering the activities of its personnel authorized to receive or distribute monies in the amount of \$500,000.
- b. Indemnity: The Contractor does hereby agree that it will at all times hereafter, during the existence of this agreement, indemnify and hold harmless the Department from any and all liability, loss, damages, costs or expenses which may be claimed against the Department or the Contractor (1) by reason of any service client's suffering personal injury, death or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this agreement or while on premises owned, leased or operated by the Contractor or while being transported to or from said premises in any vehicle owned, operated, leased, chartered or otherwise contracted by the Contractor or any officer, agent or employee thereof; or (2) by reason of any service client's causing injury to, or damage to, property of another person during any time when the Contractor or any officer, agent or employee thereof has undertaken or is furnishing the care and services called for under this agreement.
- c. Insurance: The Contractor does further agree that, in order to protect itself as well as the Department under the indemnity agreement provision hereinabove set forth, it will at all

times during the term of this agreement have and keep in force a liability insurance policy in the amount of \$3,000,000.

Unavailability of Services:

The Contractor certifies that the services to be provided under this agreement are not available without cost to eligible clients. The Contractor further certified that payment for Purchased Services will be in accordance with rates of payment, which do not exceed amounts reasonable and necessary to assure quality or service. (If services are being purchased from another public agency, the rate of payment shall be adjusted to the actual cost of the service.)

Conditions of the Parties' Obligation:

- a. It is understood and agreed that in the event the reimbursement to the Department from the state and federal sources is not obtained and continued an aggregate level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall thereupon be terminated.
- b. The agreement may be cancelled by either party at any time, with or without cause, upon thirty (30) day notice, in writing, delivered by mail or in person.
- c. Before termination date specified in Section 1 of this agreement, the Department may evaluate the performance of the Contractor in regard to the terms of this agreement to determine whether such performance merits renewal of this agreement.
- d. Any alterations, variations, modifications or waivers of provision of this agreement shall be valid only when they have been reduced to writing duly signed and attached to the original of this agreement.
- e. No claims for services furnished by the Contractor not specifically provided in this agreement will be allowed by the Department nor shall the Contractor do any work or furnish any material not covered by the agreement, unless this is approved in writing by the Department. Such approval shall be considered to be a modification of the agreement.
- f. In the event that there is a revision of federal regulations, which make this agreement ineligible for federal financial participation, all parties will review the agreement and renegotiate those items necessary to bring the agreement into compliance with the new federal regulations.
- g. The Contractor agrees to establish written procedures for discharging a person or terminating services to a person. These written procedures shall include: notification of the case manager, person to be discharged, the person's parent, or legal guardian prior to the termination of services, assistance in developing or securing alternative services and assuring a smooth transition to other services, the review and approval of the proposed action by the interdisciplinary team, and other procedures as agreed by the Contractor and the Agency.

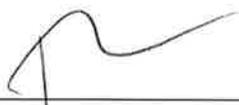
Subcontracting:

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

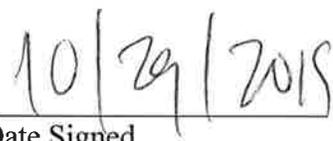
Miscellaneous:

Entire Agreement: It is understood and agreed that the entire agreement of the parties is contained in this agreement, the addendum for Clinical Supervision, and the addendum for the Shelter Care Program, and that these documents of agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and any county family service department(s) relating to the subject matter hereof.

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

Signature 

Thomas Belcher, C.F.O.
Greater Minnesota Family Services



Date Signed

Signature _____
Catherine Lee, Director
Swift County Human Services

Date Signed

Chairperson, County Board

Date Signed

Print Name

APPROVED AS TO FORM AND EXECUTION

County Attorney

Date Signed

Print Name

2020 Contract Addendum

Said contractor will comply with the civil rights obligations and assurance agreement in accordance with the U.C. Department of Health and Human Services imposed by the regulations pursuant to Title VI of the Civil Rights Act of 1964; the Age Discrimination Act of 1975; Section 604 of the Rehabilitation Act of 1973; Title II of the American's with Disabilities Act of 1990; Title IX of the Educational Amendments of 1972; Section 1557 of the Patient Protection and Affordable Care Act of 2010. Comply with these regulations to the effect that, no person in the United States shall on the grounds of race, color national origin, sex, age, disability, or religion, be excluded from participation in, be denied the benefit of, or otherwise subject to discrimination. Said signed addendum shall be filed in Swift County Human Services comprehensive civil rights plan in compliance with 2019-2021 County-State Civil Rights Assurance Agreement as required by the MN Department of Human Services.

Purchase of Service Contract

614

2020

Swift County Human Services, 401-21st Street South, Benson, Minnesota, 56215, hereinafter referred to as the "Department" and **Lutheran Social Service of Minnesota**, with state offices at **2485 Como Ave., St. Paul, Minnesota 55108-1445**, hereinafter referred to as the "Contractor", enter into this agreement for the period of **January 1, 2020 to December 31, 2020**, regardless of signature date.

Witnesseth

WHEREAS, the Department, wishes to purchase court-related services, specifically guardianship and conservatorship services;

WHEREAS, funds are available for the purchase of such services; and

WHEREAS, the Department has identified persons who are in need of court-related services in accordance with Minnesota Statute and the Department wishes to purchase these services from the Contractor; and

WHEREAS, this is a mandated service under the Uniform Guardianship and Protective Proceedings Act, M.S. 525 et seq; and

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

WHEREAS, the Department, pursuant to M.S. 373.01, 373.02 and 256M wishes to enter into a Host County Contract with the Contractor; and

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

100 Definitions

Court-Related Service (61900) - Services of the court visitor, including explaining petitions for guardianship and conservatorship to the proposed ward, or services involved in acting as a conservator.

Department's Designated Agent - The County Human Services Director shall be the Department's Designated Agent for the purpose of receiving notification under the terms of this Contract.

Person - Means a person identified by a probate court in need of guardianship or conservatorship services.

Notification of Person - Means notification in writing to the person receiving services under this Contract and to that person's legal guardian or conservator, if any.

200 Purchase of Services

1. At the request of the Department, the Contractor agrees to furnish the following services:

Code	Title	Unit Type	Unit Cost	Est Cost
6190	Court-Related Services	HR	\$57.50	\$20,000
6191	Transportation	ML	IRS rate	

2. The total amount to be paid to the Contractor for purchased services shall not exceed **\$20,000** for the duration of the Contract. In cases where there will be many hours of service during a short period of time or service complexity warrants, a special rate will be negotiated between the Contractor and the Department.

3. The Department shall determine which persons will receive guardianship/conservatorship services. This, however, does not preclude the Contractor from providing services to private pay individuals within the County.

4. The Department is agreeing to purchase and the Contractor is agreeing to provide guardianship/conservatorship services which encourage independence in the least restrictive manner possible in accordance with the functioning level of the person. At all times, it is understood and agreed upon that the personal choices of the person will be taken into consideration in all decision making processes. In addition, family members input will also be encouraged and relied upon when making decisions, when it is possible, and does not interfere with the safety and well-being of the person.

300 Delivery of Services

1. The Contractor agrees to use only qualified personnel to provide any services purchased under this Contract. 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 provisions of applicable State law or Minnesota Rules.

2. Services will be provided to "person's" by the Contractor within Swift County. It is understood and agreed, however, that services may need to be rendered in other States as the persons needs may dictate, such as handling out-of-state property.

3. The Contractor agrees to provide services in accordance with the amount, frequency and duration and for each person served under the Contract. The amount, frequency and duration of the purchased services shall be directed toward the person's achievement of goals and objectives stated in the Court Order.

4. The Contractor agrees to notify the Department in writing within 10 days whenever the Contractor is unable to or is going to be unable to provide the quality or quantity of services to achieve the objectives as required by this Contract. Upon such notification, the Department and Contractor shall determine whether the Contract should be modified or canceled.

5. Nothing in this Contract shall be construed as requiring the Contractor to provide services, or the Department to continue purchasing services from the Contractor for any eligible person upon cancellation or termination of the Contract.

6. The Contractor agrees that the services to be provided under this Contract will be available only to persons identified by the Department.

400 Eligibility for Services

1. The Department shall have responsibility for determining the eligibility of any person in need of services.

2. It is understood and agreed by the parties that any fees shall be charged and collected in accordance with fee policy and schedules adopted by the Commissioner of Human Services in accordance with the provisions of M.S. 256M.

3. The Contractor agrees not to charge any program or service fee to eligible persons.

4. When the Department has determined that the person is no longer eligible to receive services or that services are no longer needed or appropriate, the Department should notify the Contractor within 5 days of the determination. Further, that Department should notify the person of proposed action and of the person's right to appeal this proposed action.

5. The Contractor agrees to notify the Department and the person in writing whenever the Contractor proposes to discharge or terminate guardianship/conservatorship services to a person. The notice must be sent at least 10 days prior to the proposed date of discharge or termination and must include the specific grounds for discharge or termination of service(s), and document the attempts to resolve the specific grounds. The Contractor shall not

discharge or terminate services to a person prior to the proposed date unless delay would seriously endanger the health, safety, or well-being of the person or others.

6. If a person previously eligible for county assistance to pay for guardianship/conservatorship services no longer is deemed eligible for service or they are no longer appropriate, the Contractor agrees it will notify the Department in writing within 10 days from the date of discontinuing service.

7. When a person refuses to provide necessary information for billing purposes as outlined in the Audit and Disclosure section of this contract, and refuses further services or agrees to termination of the same, the Contractor agrees to notify the Department with 10 days.

500 Performance Based Criteria

1. Target Group - This Contract is aimed at serving adults in need of guardianship/conservatorship services.

2. Client Goal - As a result of service provision, clients served will have their personal and civil rights protected. When matters of estate are involved, protecting and managing the assets of the person is the goal.

3. Outcome Indicator - The major measure of service success will be satisfying the Court which initially declared the person a ward of the Court and in need of guardianship/conservatorship services.

4. Performance Target - The specific service targets are: 100% of cases assigned will meet the satisfaction of the appointing Court.

600 Contractor Qualifications and Training

The Contractor is qualified to provide the services in accordance with the provision of the Uniform Guardianship and Protective Proceedings Act, M.S. 525 et seq.

700 Payment for Service

1. The Contractor agrees to submit, within five (5) days after the end of the month of service, a standard **Vendor Service Voucher** for services provided during each month of this Contract. Such **Voucher** should distinguish between guardianship services and mileage expense. The **Voucher** shall include all necessary information required by the Department and be signed or approved by an individual authorized to approve the Contractor's invoices. The Department shall insure payment payments are made within 30 days of receipt of a properly completed **Voucher**.

2. The Contractor agrees to make such disclosures of ownership and control information to the Department as is required by Title 42, Code of Federal Regulation, sections, 455.100 to 455.106.

3. The Contractor agrees not to include in the charges for services, any administrative or service costs assignable to private pay or third-party pay sources.

800 Audit and Record Disclosure

1. The Contractor agrees to provide the following financial, statistical or social service reports to the Department:

- Quarterly progress reports

2. The Department's procedures for monitoring and evaluating the Contractor's performance under this contract may include, but are not limited:

- review of client files
- review of Contractor's financial, statistical and program records
- review of reports and data supplied by the Contractor at the Department's request.

3. The Contractor agrees to allow personnel of the Department, the Minnesota Department of Human Services, and the Department of Health and Human Services to access Contractor's files, and access to and the right to copy records at reasonable hours to exercise their responsibility to monitor purchased services.

4. The Contractor agrees to maintain all records pertaining to the Contract at **2485 Como Ave., St. Paul, Minnesota 55108-1445**.

5. The Contractor agrees to comply with policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures as defined in the Department of Human Services Manual, SSM X.1000 to X.1400, and the administrative rules of the Department of Human Services.

6. The Contractor agrees that within 150 days of the close of its fiscal year an audit will be conducted. After completion of the audit, a copy of the audit report will be filed with the Department.

900 Safeguard of Client Information

1. The collection, maintenance and dissemination of data pertaining to eligible persons shall be in accordance with Minnesota Statutes, Chapter 13.

2. The individual employed by the Contractor who is designated to assure compliance with the Minnesota Government Data Practices Act, in accordance with Minnesota Statutes, section 13.46, subd. 10, paragraph (d) shall be **Chief Service Officer of LSS**.

1000 Equal Employment Opportunity, Civil Rights and Non-Discrimination

1. When applicable, the Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000c); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504; and all other federal regulations which prohibit discrimination in any program receiving federal financial assistance.

2. When applicable, the Contractor certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363.073. This section shall not apply if the grant is for less than \$50,000, and the Contractor has employed 20 or less full-time employees during the previous 12 months. The Contractor also agrees to comply with all other applicable provisions in Minnesota Statutes, Chapter 363.

1100 Fair Hearing and Grievance Procedures

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

1200 Bonding and Related Matters

1. The Contractor agrees to hold a fidelity bond in the amount of **\$50,000** for each staff person authorized to handle monies.

2. The Contractor agrees that it will at all times indemnify and hold harmless the Department from any and all liability for loss, damage or injuries arising from its performance under this Contract if:

- by reason of any service, a person suffers personal injury, death or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this Contract, or while on premises owned, leased, or operated by the Contractor, or while being transported to or from the premises in a vehicle owned, operated, chartered, or otherwise contracted for by the Contractor or its assigns; or
- by reason of any service, a person causes injury to, or damage to, the property of another person or individual during any time when the Contractor, the Contractor's assigns or employee thereof has undertaken or is furnishing the care or service called for under this Contract.

3. The Contractor agrees to purchase and to have in force during the duration of this contract a liability insurance policy in the minimum amount of **\$500,000** (five hundred thousand dollars) for damages to one person and **\$1,500,000** (one million five hundred thousand dollars) for total damages incurred in one incident.

1300 Contractor Debarment, Suspension and Responsibility Certification

Federal Regulation 45 CFR 92.35 prohibits the Agency from purchasing goods or services with Federal money from vendors who have been suspended or debarred by the Federal government. Similarly, Minnesota Statutes, Section 16C.02, subd. 2 provide the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abuse the public trust in a serious manner.

By signing this contract, the Contractor certifies that it and its principals* and employees:

- 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;
- have not within a three-year period preceding this contract: 1) 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; 2) violated any Federal or State antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property;
- are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; 2) violating any Federal or State antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- 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; and
- shall immediately give written notice to the Contracting Officer should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, 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.

* "Principals" for the purposes of this certification mean officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions.)

Directions for On Line Access to Excluded Providers - To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at <https://exclusions.oig.hhs.gov>. If you do not have access to the website, and/or need the information in an alternative format, contact: Catie Lee, Director, Swift County Human Services, 410-21st Street South, Benson, Minnesota 56215, email catie.lee@co.swift.mn.us or call 320-843-3160.

1400 Conditions of the Parties' Obligations

1. This Contract 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.

2. Before the termination date specified in this contract, the Department may evaluate the performance of the Contractor in regard to terms of this Contract to determine whether such performance merits renewal of this Contract. This paragraph does not create an option for renewal of this Contract.

3. Any alterations, variations, modifications, or waivers of provisions of this Contract shall be valid only when they have been reduced to writing, and properly executed by both parties.

4. If the Department determines that funds are not being administered in accordance with the approved service plan, budget or that services are not being properly provided according to the terms of this Contract, the Department may terminate this Contract after notice has been provided to the Contractor.

1500 Subcontracting

1. The Contractor agrees not to enter into subcontracts for any of the work contemplated under this Contract without prior written approval of the Department.

2. All subcontractors shall be subject to and shall meet all requirements of this Contract.

3. The Contractor shall ensure that any and all subcontracts to provide services under this Contract shall contain the following language:

"The subcontractor acknowledges and agrees 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. The subcontractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to take any appropriate administrative action or sue the subcontractor 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 Contractor. The subcontractor specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to any may recover from the subcontractor reasonable attorney's fees, 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."

4. The Contractor agrees to be responsible for the performance of any subcontractor to ensure compliance with the subcontract.

1600 Noncompliance

1. If the Contractor or subcontractor fails to comply with the provisions of this Contract, the Department may seek any available legal remedy.

2. Either party shall notify the other party within 30 days when a party has reasonable grounds to believe that this Contract has been, or will be breached in a material manner. The party receiving such notification shall have 30 days, or such other reasonable period of time as mutually agreed to by the parties, to cure the breach or anticipatory breach.

1700 HIPAA Protocol

The Contractor provides assurances to the Department that it will comply with Health Information Portability and Accountability Act (HIPAA) requirements necessary to protect individual identifying health information (IIHI). Use and disclosure will require that all IIHI be: appropriately safeguarded; any misuse of IIHI will be reported to the Department; secure satisfactory assurances from any subcontractor; grant individuals access and ability to amend their IIHI; make available an accounting of disclosures; release applicable records to the Department or Department

of Human Services if requested; and upon termination, return or destroy all IHI in accordance with conventional record destruction practices.

1800 Miscellaneous

The Contractor acknowledges and agrees 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. The Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to take any appropriate administrative action or sue the 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 Contractor. The Contractor specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to and may recover from the Contractor reasonable attorney's fees, 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.

1900 Entire Agreement

It is understood and agreed that the entire Contract of the parties is contained herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and any county social service agency relating to the subject matter hereof.

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

Signatures

1.  11-11-19
Jeri Schoonover, Chief Service Officer of LSS Date

2. _____
Catherine Lee, SCHS Director Date

3. _____
Gary Hendrickx, Swift County Board Chair Date

Approved As To Form And Execution:

4. _____
Danielle Olson, Swift County Attorney Date

2020 Contract Addendum

Said contractor will comply with the civil rights obligations and assurance agreement in accordance with the U.C. Department of Health and Human Services imposed by the regulations pursuant to Title VI of the Civil Rights Act of 1964; the Age Discrimination Act of 1975; Section 604 of the Rehabilitation Act of 1973; Title II of the American's with Disabilities Act of 1990; Title IX of the Educational Amendments of 1972; Section 1557 of the Patient Protection and Affordable Care Act of 2010. Comply with these regulations to the effect that, no person in the United States shall on the grounds of race, color national origin, sex, age, disability, or religion, be excluded from participation in, be denied the benefit of, or otherwise subject to discrimination. Said signed addendum shall be filed in Swift County Human Services comprehensive civil rights plan in compliance with 2019-2021 County-State Civil Rights Assurance Agreement as required by the MN Department of Human Services.

2020

Swift County Human Services, 401-21st Street South, Benson, Minnesota, 56215, hereinafter referred to as the "Department" and **Geri's Paralegal Services, P. O. Box 95, Glenwood, Minnesota 56334**, hereinafter referred to as the "Contractor", enter into this agreement for the period of **January 1, 2020 to December 31, 2020**.

Witnesseth

WHEREAS, the Department, wishes to purchase court-related services, specifically guardianship/conservatorship and other court services;

WHEREAS, funds are available for the purchase of such services; and

WHEREAS, the Department has identified persons who are in need of court-related services in accordance with Minnesota Statute and the Department wishes to purchase these services from the Contractor; and

WHEREAS, this is a mandated service under the Uniform Guardianship and Protective Proceedings Act, M.S. 525 et seq; and

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

WHEREAS, the Department, pursuant to M.S. 373.01, 373.02 and 256M wishes to enter into a Host County Contract with the Contractor; and

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

100 Definitions

Court-Related Service (61900) - Services of the court visitor, including explaining petitions for guardianship and conservatorship to the proposed ward, or services involved in acting as a conservator.

Department's Designated Agent - The County Human Services Director shall be the Department's Designated Agent for the purpose of receiving notification under the terms of this Contract.

Person - Means a person identified by a probate court in need of guardianship or conservatorship services.

Notification of Person - Means notification in writing to the person receiving services under this Contract and to that person's legal guardian or conservator, if any.

200 Purchase of Services

1. At the request of the Department, the Contractor agrees to furnish the following services:

Code	Title	Unit Type	Unit Cost	Est Cost
61900	Court Related	HR	\$55.00	\$3,850
61910	Transportation ML		IRS rate	

2. The total amount to be paid to the Contractor for purchased services shall not exceed **\$3,850** for the duration of the Contract. In cases where there will be many hours of service during a short period of time or service complexity warrants, a special rate will be negotiated between the Contractor and the Department.

3. The Department shall determine which persons will receive guardianship/ conservatorship services. This, however, does not preclude the Contractor from providing services to private pay individuals within the County.

4. The Department is agreeing to purchase and the Contractor is agreeing to provide

guardianship/conservatorship services that encourage independence in the least restrictive manner possible in accordance with the functioning level of the person. At all times, it is understood and agreed upon that the personal choices of the person will be taken into consideration in all decision-making processes. In addition, family members input will also be encouraged and relied upon when making decisions, when it is possible, and does not interfere with the safety and well-being of the person.

5. If the ward/conservatee has income, resides in a long-term care facility and is on Medical Assistance, the guardian/conservator must first deduct 5% of the income up to \$100.00 per month. This amount must then be deducted from the monthly billing for each client. If the amount obtained from income exceeds the monthly rates, there will be no payment by the County to the Contractor.

300 Delivery of Services

1. The Contractor agrees to use only qualified personnel to provide any services purchased under this Contract. If licensing or certification is a prerequisite for provision of services, the Contractor ensures that personnel and services are properly licensed or certified in accordance with provisions of applicable State law or Minnesota Rules.

2. Services will be provided to persons by the Contractor within Swift County. It is understood and agreed, however, that services may need to be rendered in other States as the person's needs may dictate, such as handling out-of-state property.

3. The Contractor agrees to provide services in accordance with the amount, frequency and duration and for each person served under the Contract. The amount, frequency, and duration of the purchased services shall be directed toward the person's achievement of goals and objectives stated in the Court Order.

4. The Contractor agrees to notify the Department in writing within 10 days whenever the Contractor is unable to or is going to be unable to provide the quality or quantity of services to achieve the objectives as required by this Contract. Upon such notification, the Department and Contractor shall determine whether the Contract should be modified or canceled.

5. Nothing in this Contract shall be construed as requiring the Contractor to provide services, or the Department to continue purchasing services from the Contractor for any eligible person upon cancellation or termination of the Contract.

6. The Contractor agrees that the services to be provided under this Contract will be available only to persons identified by the Department.

400 Eligibility for Services

1. The Department shall have responsibility for determining the eligibility of any person in need of services.

2. It is understood and agreed by the parties that any fees shall be charged and collected in accordance with fee policy and schedules adopted by the Commissioner of Human Services in accordance with the provisions of M.S. 256M.

3. The Contractor agrees not to charge any program or service fee to eligible persons.

4. When the Department has determined that the person is no longer eligible to receive services or that services are no longer needed or appropriate, the Department should notify the Contractor within five (5) days of the determination. Further, that Department should notify the person of proposed action and of

the person's right to appeal this proposed action.

5. The Contractor agrees to notify the Department and the person in writing whenever the Contractor proposes to discharge or terminate guardianship/conservatorship services to a person. The notice must be sent at least ten (10) days prior to the proposed date of discharge or termination and must include the specific grounds for discharge or termination of service(s), and document the attempts to resolve the specific grounds. The Contractor shall not discharge or terminate services to a person prior to the proposed date unless delay would seriously endanger the health, safety, or well-being of the person or others.

6. If a person previously eligible for county assistance to pay for guardianship/ conservatorship services no longer is deemed eligible for service or they are no longer appropriate, the Contractor agrees it will notify the Department in writing within ten (10) days from the date of discontinuing service.

7. When a person refuses to provide necessary information for billing purposes as outlined in the Audit and Disclosure section of this contract, and refuses further services or agrees to termination of the same, the Contractor agrees to notify the Department with 10 days.

500 Performance Based Criteria

1. Target Group - This Contract is aimed at serving adults in need of guardianship/ conservatorship services.

2. Client Goal - As a result of service provision, clients served will have their personal and civil rights protected. When matters of estate are involved, protecting and managing the assets of the person is the goal.

3. Outcome Indicator - The major measure of service success will be satisfying the Court who initially declared the person a ward of the Court and in need of guardianship/ conservatorship services.

4. Performance Target - The specific service targets are: 100% of cases assigned will meet the satisfaction of the appointing Court.

600 Contractor Qualifications and Training

The Contractor is qualified to provide the services in accordance with the provision of the Uniform Guardianship and Protective Proceedings Act, M.S. 525 et seq.

700 Payment for Service

1. The Contractor agrees to submit, within five (5) days after the end of the month of service, a standard **Vendor Service Voucher** for services provided during each month of this Contract. Such **Voucher** should distinguish between guardianship services and mileage expense. The **Voucher** shall include all necessary information required by the Department and be signed or approved by an individual authorized to approve the Contractor's invoices. The Department shall insure payment payments are made within 30 days of receipt of a properly completed **Voucher**.

2. The Contractor agrees to make such disclosures of ownership and control information to the Department as is required by Title 42, Code of Federal Regulation, sections, 455.100 to 455.106.

3. The Contractor agrees not to include in the charges for services, any administrative or service costs assignable to private pay or third-party pay sources.

800 Audit and Record Disclosure

1. The Contractor agrees to provide the following financial, statistical or social service reports to the Department: *Quarterly progress reports*

2. The Department's procedures for monitoring and evaluating the Contractor's performance under this contract may include, but are not limited to:

- review of client files,
- review of Contractor's financial, statistical and program records, and/or
- review of reports and data supplied by the Contractor at the Department's request.

3. The Contractor agrees to allow personnel of the Department, the Minnesota Department of Human Services, and the Department of Health and Human Services to access Contractor's files, and access to and the right to copy records at reasonable hours to exercise their responsibility to monitor purchased services.

4. The Contractor agrees to maintain all records pertaining to the Contract at **605 South Lakeshore Drive, Suite 111, PO Box 95, Glenwood, Minnesota.**

5. The Contractor agrees to comply with policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures as defined in the Department of Human Services Manual, SSM X.1000 to X.1400, and the administrative rules of the Department of Human Services.

6. The Contractor agrees that within 150 days of the close of its fiscal year an audit will be conducted. After completion of the audit, a copy of the audit report will be filed with the Department.

900 Safeguard of Client Information

1. The collection, maintenance, and dissemination of data pertaining to eligible persons shall be in accordance with Minnesota Statutes, Chapter 13.

2. The individual employed by the Contractor who is designated to assure compliance with the Minnesota Government Data Practices Act, in accordance with Minnesota Statutes, section 13.46, subd. 10, paragraph (d) shall be **Geri Krueger**.

1000 Equal Employment Opportunity, Civil Rights and Non-Discrimination

1. When applicable, the Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504; and all other federal regulations which prohibit discrimination in any program receiving federal financial assistance.

2. When applicable, the Contractor certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363.073. This section shall not apply if the grant is for less than \$50,000, and the Contractor has been employed 20 or less full-time employees during the previous 12 months. The Contractor also agrees to comply with all other applicable provisions in Minnesota Statutes, Chapter 363.

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

1200 Bonding and Related Matters

1. The Contractor agrees to hold a fidelity bond in the amount of **\$10,000** for each staff person authorized to handle monies.
2. The Contractor agrees that it will at all times indemnify and hold harmless the Department from any and all liability for loss, damage or injuries arising from its performance under this Contract if:
 - ✓ by reason of any service, a person suffers personal injury, death or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this Contract, or while on premises owned, leased, or operated by the Contractor, or while being transported to or from the premises in a vehicle owned, operated, chartered, or otherwise contracted for by the Contractor or its assigns; or
 - ✓ by reason of any service, a person causes injury to, or damage to, the property of another person or individual during any time when the Contractor, the Contractor's assigns or employee thereof has undertaken or is furnishing the care or service called for under this Contract.
3. The Contractor agrees to purchase and to have in force during the duration of this contract a liability insurance policy in the minimum amount of **\$500,000** (five hundred thousand dollars) for damages to one person and **\$1,500,000** (one million five hundred thousand dollars) for total damages incurred in one incident.

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By signing this contract, the Contractor certifies that it and its principals* and employees:

- 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;
- have not within a three-year period preceding this contract: 1) 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; 2) violated any Federal or State antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property;
- are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; 2) violating any Federal or State antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- 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; and
- shall immediately give written notice to the Contracting Officer should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, 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.

* "Principals" for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions.)

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1400 Conditions of The Parties' Obligations

1. This Contract 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.
2. Before the termination date specified in this contract, the Department may evaluate the performance of the Contractor in regard to terms of this Contract to determine whether such performance merits renewal of this Contract. This paragraph does not create an option for renewal of this Contract.
3. Any alterations, variations, modifications, or waivers of provisions of this Contract shall be valid only when they have been reduced to writing, and properly executed by both parties.
4. If the Department determines that funds are not being administered in accordance with the approved service plan, budget or that services are not being properly provided according to the terms of this Contract, the Department may terminate this Contract after notice has been provided to the Contractor.

1500 Subcontracting

1. The Contractor agrees not to enter into subcontracts for any of the work contemplated under this Contract without prior written approval of the Department.
2. All subcontractors shall be subject to and shall meet all requirements of this Contract.
3. The Contractor shall ensure that any and all subcontracts to provide services under this Contract shall contain the following language:

"The subcontractor acknowledges and agrees 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. The subcontractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to take any appropriate administrative action or sue the subcontractor 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 Contractor. The subcontractor specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to any may recover from the subcontractor reasonable attorney's fees, 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."
4. The Contractor agrees to be responsible for the performance of any subcontractor to ensure compliance with the subcontract.

1600 Noncompliance

1. If the Contractor or subcontractor fails to comply with the provisions of this Contract, the Department may seek any available legal remedy.
2. Either party shall notify the other party within 30 days when a party has reasonable grounds to believe that this Contract has been, or will be breached in a material manner. The party receiving such notification shall have 30 days, or such other reasonable period of time as mutually agreed to by the parties, to cure the breach or anticipatory breach.

1700 HIPAA Protocol

The Contractor provides assurances to the Department that it will comply with Health Information Portability and Accountability Act (HIPAA) requirements necessary to protect individual identifying health information (IIHI). Use and disclosure will require that all IIHI be: appropriately safeguarded; any misuse of IIHI will be reported to the Department; secure satisfactory assurances from any subcontractor; grant individuals access and ability to amend their IIHI; make available an accounting of disclosures; release applicable records to the Department or Department of Human Services if requested; and upon termination, return or destroy all IIHI in accordance with conventional record destruction practices.

1800 Miscellaneous

The Contractor acknowledges and agrees 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. The Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to take any appropriate administrative action or sue the 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 Contractor. The Contractor specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to and may recover from the Contractor reasonable attorney's fees, 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.

1900 Entire Agreement

It is understood and agreed that the entire Contract of the parties is contained herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and any county social service agency relating to the subject matter hereof.

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

Signatures:

1. *Dei L. Krueger* 11/4/19
Geri's Paralegal Services Date

2. _____
Catherine Lee, SCHS Director Date

3. _____
Gary Hendrickx, Swift County Board Chair Date

Approved As To Form And Execution:

4. _____
Danielle Olson, Swift County Attorney Date

2020 Contract Addendum

Said contractor will comply with the civil rights obligations and assurance agreement in accordance with the U.C. Department of Health and Human Services imposed by the regulations pursuant to Title VI of the Civil Rights Act of 1964; the Age Discrimination Act of 1975; Section 604 of the Rehabilitation Act of 1973; Title II of the American's with Disabilities Act of 1990; Title IX of the Educational Amendments of 1972; Section 1557 of the Patient Protection and Affordable Care Act of 2010. Comply with these regulations to the effect that, no person in the United States shall on the grounds of race, color national origin, sex, age, disability, or religion, be excluded from participation in, be denied the benefit of, or otherwise subject to discrimination. Said signed addendum shall be filed in Swift County Human Services comprehensive civil rights plan in compliance with 2019-2021 County-State Civil Rights Assurance Agreement as required by the MN Department of Human Services.

**Swift County Human Services
DT&H Agreement**

2020

922

Swift County Human Services, 401-21st Street South, Benson, Minnesota, 56215, hereinafter referred to as the "Agency" and **Swift County Developmental Achievement Center, 2105 Minnesota Ave, Benson, MN, 56215**, hereinafter referred to as the "Contractor"; enter into this agreement for the period of **January 1, 2020 to December 31, 2020**, regardless of signature dates.

WHEREAS, the Contractor is an enrolled Minnesota Health Care Provider and maintains a 245D license; and

WHEREAS, the Agency, pursuant to Minnesota Statutes 256.0112 wishes to purchase such program services from the Contractor; and

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

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

I. CONTRACTOR'S DUTIES

- A. As MN Statutes allows the Agency agrees to purchase and the Contractor agrees to furnish Day Treatment and Habilitation services.
- B. The Contractor agrees to provide:
 - 1. An explicit description of the services to be provided;
 - 2. A description of the staffing including job descriptions and professional qualifications of personnel;
 - 3. Staff training will follow Minnesota Statute Chapter 245D.09 subd.4, subd. 4a, subd.5, and subd.5a.
 - 4. An organization chart;
 - 5. The number of program participants;
 - 6. Program content; and
 - 7. Program budget
- C. The Contractor shall, in writing within ten (10) days, notify the Agency whenever

it is unable to, or going to be unable to, provide the required quality or quantity of Purchase Services. Upon such notification, Agency shall determine whether such inability will require modification or cancellation of said contract.

II. COST AND DELIVERY OF PURCHASED SERVICES

- A. The total amount to be paid by Host County for such Purchased Services shall not exceed \$44,000. The unit cost for providing services to reimbursement eligible clients shall be \$70.51 for full day, \$52.87 for partial day and \$7.24 for transportation. Reimbursement shall be made on the basis of 100 percent of the full cost of services to eligible clients.
- B. The Contractor certifies that the services to be provided under this agreement are not available without cost to eligible clients. The Contractor further certifies that payment claims for Purchased Services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of service. The Contractor further certifies that rates of payment do not reflect any administrative or program cost assignable to private pay or third-party pay service recipients.
- C. Purchased Services will be provided at the Swift County Developmental achievement Center within the community an surrounding area.
- D. The Contractor agrees to provide an exposition of the staffing including job descriptions, staffing patterns and professional qualifications of personnel.

III. ELIGIBILITY FOR SERVICES

- A. The Agency shall have responsibility for determining the eligibility of any person in need of services and for whom the provisions of this Contract would apply. The Agency will also ensure that a Release of Information document is completed to permit mutual exchange of information between the Contractor and the Agency in those cases requiring such disclosure.
- B. The Contractor agrees not to charge any program or service fee to an eligible family.
- C. If the Agency has determined that an individual is no longer eligible to receive services or that services are no longer needed or appropriate, the Agency should notify the Contractor within 5 (five) days of the determination. Further, that Agency should notify the individual of proposed action and of the right to appeal this proposed action.
- D. The Contractor agrees to notify the Agency and the head of the family in writing whenever the Contractor proposes to prematurely discharge or terminate service. The notice must be sent at least ten (10) days prior to the proposed date of discharge or termination and must include the specific grounds for discharge or termination of service(s), and document the attempts to resolve the specific grounds. The Contractor shall not prematurely discharge or terminate services to an

individual unless delay would seriously endanger the health, safety, or well-being of the individual or others.

IV. INDIVIDUAL SERVICE AND HABILITATION PLAN

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

Performance of the Contractor will be monitored in accordance with client outcomes as specified in the Individual Service and Habilitation Plan goals and objectives.

The Agency shall not delegate the development of Individual Service Plans (ISP's) to the Contractor.

V. PAYMENT FOR PURCHASED SERVICES

A. Certification of expenditures: The Contractor shall, within five days following the last day of each calendar month, submit a standard invoice for social services purchased to Swift County Human Services. The Invoice shall show:

- a. an itemized account of each social services eligible individuals, identifying service(s) provided, number of units and cost per unit, including administrative costs allocated to the provision of purchased services to reimbursement eligible clients;
- b. Payment: The Agency shall, within thirty (30) days of the date of receipt of the Invoice, make payments to the Contractor for all reimbursement-eligible clients identified on the invoice.

VI. AUDIT AND RECORD DISCLOSURES

The Contractor shall:

A. Make available the following financial, statistical, and service reports to the Agency on a monthly, semi-annual, or annual basis.

Name of Report	Submission Frequency		
	Monthly	Semi-Annually	Annually
1) Billing	X		
2) Individual Progress Reports		X	

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

C. Maintain all records pertaining to the contract at 2105 Minnesota Ave, Benson,

MN, 56215, for four years for audit purposes.

- D. Comply with policies of the Minnesota Department of Human Service regarding social services recording and monitoring procedures, as defined in the Department of Human Services Social Services Manual, and the administrative rules of the State Agency.

VII. SAFEGUARD OF CLIENT INFORMATION

- A. The collection, maintenance and dissemination of data pertaining to eligible persons shall be in accordance with Federal Statutes and Minnesota Statutes, Chapter 13.
- B. The person employed by the Contractor to assure compliance with Federal and Minnesota Statutes shall be Alethea Koehler or successor.
- C. The Agency shall ensure that a joint Release of Information document is completed to provide private information to the Contractor pursuant to Minnesota Rules.
- D. The Contractor provides assurances to the Department that it will comply with Health Information Portability and Accountability Act (HIPAA) requirements necessary to protect individual identifying health information (IIHI). Use and disclosure will require that all IIHI be: appropriately safeguarded; any misuse of IIHI will be reported to the Department; secure satisfactory assurances from any subcontractor; grant individuals access and ability to amend their IIHI; make available an accounting of disclosures; release applicable records to the Department or Department of Human Services if requested; and upon termination, return or destroy all IIHI in accordance with conventional record destruction practices.

VIII. EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS AND NONDISCRIMINATION

- A. When applicable, the Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504; and all other federal regulations which prohibit discrimination in any program receiving federal financial assistance.
- B. When applicable, the Contractor certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363.073. This section shall not apply if the grant is for less than \$50,000, and the Contractor has employed 20 or less full-time employees during the previous 12 months. The Contractor also agrees to comply with all other applicable provisions in Minnesota Statutes, Chapter 363.

IX. FAIR HEARING AND GRIEVANCE PROCEDURES

The Agency agrees to provide for a fair hearing and grievance procedure in conformance with Minnesota Statutes and in conjunction with the Fair Hearing and Grievance Procedure established by administrative rules of the State Department of Human Services.

X. BONDING, INDEMNITY, INSURANCE, AND AUDIT CLAUSE

- A. **Bonding** (For Private/Non-Profit Contractors Only): The Contractor agrees to obtain and maintain for the duration of this Contract a fidelity bond covering the activity of the Contractor's personnel authorized to receive or distribute monies. Such bond shall be in the amount of **\$100,000**.
- B.
- C. **Liability** (For State Operated Contractors Only): To the extent provided in the Tort Claims Act, Minnesota Statutes, section 3.736, the Contractor agrees to be responsible for loss, damage or injuries arising from its own negligence if:
 - a. by reason of any service, a person suffers personal injury, death or property loss or damages either while participating in or receiving services from the Contractor; or
 - b. by reason of any service, a person causes injury to, or damage to, the property of another person or individual during any time when the Contractor or employee thereof has undertaken or is furnishing the care or service called for under this Contract.
- D. **Indemnity** (For Private/Non-Profit Contractors Only): The Contractor agrees that it will at all times indemnify and hold harmless the Department from any and all liability for loss, damage or injuries arising from its performance under this Contract:
 - a. by reason of any service, a person suffers personal injury, death or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this Contract, or while on premises owned, leased, or operated by the Contractor, or while being transported to or from the premises in a vehicle owned, operated, chartered, or otherwise contracted for by the Contractor or its assigns; or
 - b. by reason of any service, a person causes injury to, or damage to, the property of another person or individual during any time when the Contractor, the Contractor's assigns or employee thereof has undertaken or is furnishing the care or service called for under this Contract.
- E. **Insurance** (For Private/Non-Profit Contractors Only): The Contractor further agrees, in order to protect itself and the Department under the indemnity provisions set forth above, to at all times during the term of this Contract have and keep in force a liability insurance policy in the amount of **\$1,000,000** for bodily injury or property damage to any one person or individual and **\$1,500,000** for total injuries or damages arising from any one incident.
- F. **Audit** While no independent audit is required, if the Provider has had an independent audit or audit review done, the Provider will make available to the Lead County, within thirty (30) calendar days of the Lead County's written request, a copy of any completed independent audit and auditor's management letter or completed review.

XI. CONTRACTOR DEBARMENT, SUSPENSION AND RESPONSIBILITY CERTIFICATION

Federal Regulation 45 CFR 92.35 prohibits the Agency from purchasing goods or services with Federal money from vendors who have been suspended or debarred by the Federal government. Similarly, Minnesota Statutes, Section 16C.02, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abuse the public trust in a serious manner.

By signing this contract, the Contractor certifies that it and its principals* and employees:

- a. 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;
- b. have not within a three-year period preceding this contract: 1) 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; 2) violated any Federal or State antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; 2) violating any Federal or State antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- d. 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; and
- e. shall immediately give written notice to the Contracting Officer should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, 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.

* "Principals" for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions.)

Directions for On Line Access to Excluded Providers - To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at <https://exclusions.oig.hhs.gov>. If you do not have access to the

website, and/or need the information in an alternative format, contact: Catie Lee, Director, Swift County Human Services, 410-21st Street South, Benson, Minnesota 56215, email catie.lee@co.swift.mn.us or call 320-843-3160.

XI. CONDITIONS OF THE PARTIES' OBLIGATIONS

- A. It is understood and agreed that in the event the reimbursement to the Agency from State and Federal sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall thereupon be terminated.
- B. The agreement may be canceled by either party at any time, with or without cause, upon sixty (60) days notice, in writing, delivered by mail or in person.
- C. Before the termination date specified in Section 1 of this agreement, the Agency may evaluate the performance of the Contractor in regard to terms of this agreement to determine whether such performance merits renewal of this agreement.
- D. Any alternations, variations, modifications, or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement.
- E. No claim for services furnished by the Contractor, not specifically provided in the agreement, will be allowed by the Agency, nor shall the Contractor do any work or furnish any material not covered by the agreement, unless this is approved in writing by the Agency. Such approval shall be considered to be a modification of the agreement.
- F. In the event that there is a revision of Federal regulations which might make this agreement ineligible for Federal financial participation, all parties will review the agreement and re-negotiate those items necessary to bring the agreement into compliance with the new Federal regulations.

XII. SUBCONTRACTING

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

XIII. MISCELLANEOUS

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

The remainder of this page has intentionally been left blank.

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

Signatures

1. Swift County Developmental Achievement Center 10-18-19
Contractor by: *Alitha Kochler* Date

2. *Catherine Lee* 10-29-19
Director of SCHS, Catherine Lee Date

3. _____ _____
Chair of Swift County Board, Gary Hendrickx Date

Approved As To Form And Execution:

4. _____ _____
Swift County Attorney, Danielle Olson Date

2020 Contract Addendum

Said contractor will comply with the civil rights obligations and assurance agreement in accordance with the U.C. Department of Health and Human Services imposed by the regulations pursuant to Title VI of the Civil Rights Act of 1964; the Age Discrimination Act of 1975; Section 604 of the Rehabilitation Act of 1973; Title II of the American's with Disabilities Act of 1990; Title IX of the Educational Amendments of 1972; Section 1557 of the Patient Protection and Affordable Care Act of 2010. Comply with these regulations to the effect that, no person in the United States shall on the grounds of race, color national origin, sex, age, disability, or religion, be excluded from participation in, be denied the benefit of, or otherwise subject to discrimination. Said signed addendum shall be filed in Swift County Human Services comprehensive civil rights plan in compliance with 2019-2021 County-State Civil Rights Assurance Agreement as required by the MN Department of Human Services.



Request for Board Action

BOARD MEETING DATE:
12/17/2019

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Extension	REQUESTOR: Stephanie Smith	REQUESTOR PHONE: 320-843-3796
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Appointment of Extension Committee Members. Polly Johnson, 3 year term; Earl Molden, 3 year term; Tanner Ronholdt, 2 year youth term; all starting January 2020. Recommendation made by the Swift County Extension Committee at their meeting on November 20, 2019.	
AGENDA YOU ARE REQUESTING TIME ON: 12/17/2019	ARE YOU SEEKING APPROVAL OF A CONTRACT? XXX
IS THIS MANDATED? XXX	EXPLANATION OF MANDATE: XXX
BACKGROUND/JUSTIFICATION: A county must have an Extension Committee. The committee must have nine members, with the option to also appoint two youth members for a total committee of 11. Two members must be county commissioners appointed by the county board. The county auditor or the auditor's designee must be a member. Six adult members must be appointed at large by the county board.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? XXX	

Budget Information

FUNDING: Per Diems/Mileage for Committee Meetings, Trainings, etc.
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Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: XXX	RECOMMENDATIONS: XXX
COMMENTS: XXX	COMMENTS: XXX

Board Action

Motions ___ J Fox ___ G Hendrickx ___ E Pederson ___ P Peterson ___ E Rudningen	
Action	Vote



Request for Board Action

BOARD MEETING DATE:
December 17, 2019

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Highway	REQUESTOR: Andrew Sander	REQUESTOR PHONE: (320) 842-5251
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Public Hearing for the ADA plan proposed by the Highway Department.	
AGENDA YOU ARE REQUESTING TIME ON: December 17, 2019	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: In order to receive Federal you will need to have a plan in place.
BACKGROUND/JUSTIFICATION: The State and Federal highway require that the county has an ADA plan in place.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? none	

Budget Information

FUNDING:	Click here to enter text.
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Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: XXX	RECOMMENDATIONS: XXX
COMMENTS: XXX	COMMENTS: XXX

Board Action

Motions ___ J Fox ___ G Hendrickx ___ E Pederson ___ P Peterson ___ E Rudningen	
Action	Vote



SWIFT COUNTY HIGHWAY DEPARTMENT

1635 Hoban Ave

BENSON, MINNESOTA 56215

TELEPHONE 320-842-5251

FAX 320-843-3543

ADA TRANSITION PLAN FOR PUBLIC RIGHT OF WAY ADOPTED: XXXXX-XX, 201X

Policies and Practices

Previous Practices

Since the adoption of the Americans with Disabilities Act (ADA), Swift County completed a self-assessment of pedestrian curb ramps. Many locations were identified to be non-compliant and the County reconstructed many of the pedestrian curb ramps. As municipal construction projects were undertaken over the years, improvements were made in conjunction with the street reconstruction improvements.

Policy

Swift County's goal is to continue to work with communities to provide accessible pedestrian design features as part of County capital improvement projects. The County has adopted Public Rights-of-Way Accessibility Guidance (PROWAG), as adopted by the Minnesota Department of Transportation (MnDOT), as its design standard.

The County has established ADA design standards and procedures as follows:

Intersection Corners

Curb ramps or blended transitions will attempt to be constructed or upgraded to achieve compliance within all capital improvement projects. There may be limitations which make it technically infeasible for an intersection corner to achieve full accessibility within the scope of any project. Those limitations will be noted and those intersection corners will remain on the transition plan. As future projects or opportunities arise, those intersection corners shall continue to be incorporated into future work. Regardless if full compliance can be achieved or not, each intersection corner shall be made as compliant as possible in accordance with the judgment of County staff.

Sidewalks / Trails

Sidewalks and trails will attempt to be constructed or upgraded to achieve compliance within all full reconstruction capital improvement projects. There may be limitations which make it technically infeasible for segments of sidewalks or trails to achieve full accessibility within the scope of any project. Those limitations will be noted and those segments will remain on the transition plan. As future projects or opportunities arise, those segments shall continue to be incorporated into future work. Regardless if full compliance can be achieved or not, every sidewalk or trail shall be made as compliant as possible in accordance with the judgment of County or City staff.

Other policies, practices and programs

Policies, practices and programs not identified in this document will follow the applicable ADA standards.

Swift County has PROWAG, as adopted by the MnDOT, as its design standard. These standards and procedures will be kept up to date with nationwide and local best management practices.

The County will consider and respond to all accessibility improvement requests. All accessibility improvements that have been deemed reasonable will be scheduled consistent with transportation priorities. The County will coordinate with external agencies to ensure that all new or altered pedestrian facilities within the County jurisdiction are ADA compliant to the maximum extent feasible.

Construction and maintenance of pedestrian facilities within the right of way of county roadways will continue to follow the policies set forth by the County. A copy of this document is included in the following pages of this appendix. Requests for accessibility improvements can be submitted to the County Administrator or County Engineer.

Improvement Schedule

Swift County recognizes that reconstruction of the non-compliant pedestrian curb ramps will be a considerable financial investment and must be balanced with other infrastructure needs and work throughout the County highway system.

The County will utilize two methods for upgrading pedestrian facilities to the current ADA standards. The first and most comprehensive of the two methods are the scheduled street and utility improvement projects. For minor construction projects, such as overlay, the pedestrian curb ramps will be upgraded to be as compliant as possible to current ADA accessibility standards, and for full reconstruction projects all pedestrian facilities impacted by these projects will be upgraded to current ADA accessibility standards. The second method is the stand alone sidewalk and ADA accessibility improvement project. These projects will be incorporated into the Capital Improvement Program (CIP) on a case by case basis as determined by Swift County staff and the priority areas listed below.

The guiding principle philosophy in prioritizing this work is to develop the plan to address the most restrictive barriers first, while considering potential usage by pedestrians and maximizing funding to get the most benefit from the investment.

Priority Areas

It is the intent of Swift County to address the non-compliant locations as projects are planned in those areas, but in cases where it is determined that updates to pedestrian curb ramps and sidewalk are needed and beneficial to a surrounding area, that area will be prioritized. This priority list to be addressed from top priority first (list on top) with decreasing priority as follows:

- Locations with sidewalk with full curb (no curb cut)
- Locations near facilities frequented by pedestrians with disabilities such as Senior Citizen centers, Hospitals, schools and etc.
- Locations with drainage issues
- Locations near businesses

External Agency Coordination

Many other agencies are responsible for pedestrian facilities within the jurisdiction of Swift County and county roadway right of way. The County will coordinate with those agencies to track and assist in the facilitation of the elimination of accessibility barriers along their routes.

Grievance Procedure:

It is encouraged that anyone with a potential grievance make early contact with the County's ADA Title II Coordinator or the County's ADA Coordinator for Public Right of Way to informally discuss concerns. However, the public may file a formal grievance by submitting in writing the following.

- Name, address, and phone number of the person filing the grievance.
- Name, address, and phone number of the person alleging the ADA violation if other than the person filing the grievance.
- A description and location of the alleged violation and the remedy sought.
- Information regarding whether a complaint has been filed with the Department of Justice or other federal or state civil rights agency or court.
- If a complaint has been filed, the name of the agency or court where the complaint was filed, and the date the complaint was filed.

The grievance will be either responded to or acknowledged within 10 working days of receipt. If the grievance filed does not concern Swift County, the grievant will be notified.

Within 60 calendar days of receipt, the ADA Title II Coordinator will conduct the investigation necessary to determine the validity of the alleged violation. If appropriate, the ADA Title II coordinator will arrange to meet with the grievant to discuss the matter and attempt to reach a resolution of the grievance. Any resolution of the grievance will be documented.

If a resolution of the grievance is not reached, a written determination as to the validity of the complaint and description of the resolution, if appropriate, will be issued by the ADA Title II Coordinator and a copy forwarded to the grievant no later than 90 days from the date of receipt of the grievance.

The grievant may appeal the written determination. The request for reconsideration shall be in writing and submitted to the ADA Title II Coordinator within 30 days after the initial determination. A final determination will be made within 90 days from the filing of the appeal.

ADA Coordinator

Swift County has designated:

Swift County Administrator as Swift County's ADA Title II Coordinator. The office for the Administrator's Office is located at the County Courthouse at 301 14th Street N. Benson, MN 56215. Phone 320-314-8399.

Swift County Highway Engineer as Swift County's ADA Coordinator for Public Right Of Way. The office for the Highway Engineer is located at the Swift County Highway Department at 1635 Hoban Ave., Benson, MN 56215. Phone 320-842-5251.

In accordance with 28 CFR 35.107(a), the Swift County has identified an ADA Title II Coordinator to oversee the County policies and procedures. Contact information for this individual is stated above.

Appendices

ADA Grievance Form

Self-Evaluation Results

Glossary of Terms

Appendix B – Self-Evaluation Results

This initial self-evaluation of pedestrian facilities yielded the following results: (December 2017)

- 0 of the 95 of curb ramps met current accessibility criteria

Appendix D – Glossary of Terms

ADA Transition Plan: MnDOT’s transportation system plan that identifies accessibility needs, the process to fully integrate accessibility improvements into the Statewide Transportation Improvement Program (STIP), and ensures all transportation facilities, services, programs, and activities are accessible to all individuals.

Accessible: A facility that provides access to people with disabilities using the design requirements of the ADA.

Accessible Pedestrian Signal (APS): A device that communicates information about the WALK phase in audible and vibrotactile formats.

Alteration: A change to a facility in the public right-of-way that affects or could affect access, circulation, or use. An alteration must not decrease or have the effect of decreasing the accessibility of a facility or an accessible connection to an adjacent building or site.

Americans with Disabilities Act (ADA): The Americans with Disabilities Act; Civil rights legislation passed in 1990 and effective July 1992. The ADA sets design guidelines for accessibility to public facilities, including sidewalks and trails, by individuals with disabilities.

Americans with Disabilities Act Accessibility Guidelines (ADAAG): contains scoping and technical requirements for accessibility to buildings and public facilities by individuals with disabilities under the Americans with Disabilities Act (ADA) of 1990.

Architectural Barriers Act (ABA): Federal law that requires facilities designed, built, altered or leased with Federal funds to be accessible. The Architectural Barriers Act marks one of the first efforts to ensure access to the built environment.

Capital Improvement Program (CIP): The CIP for the Transportation Department includes an annual capital budget and a five-year plan for funding the new construction and reconstruction projects on the county’s transportation system.

Detectable Warning: A surface feature of truncated domes, built in or applied to the walking surface to indicate an upcoming change from pedestrian to vehicular way.

Federal Highway Administration (FHWA): A branch of the US Department of Transportation that administers the federal-aid Highway Program, providing financial assistance to states to construct and improve highways, urban and rural roads, and bridges.

Pedestrian Access Route (PAR): A continuous and unobstructed walkway within a pedestrian circulation path that provides accessibility.

Pedestrian Circulation Route (PCR): A prepared exterior or interior way of passage provided for pedestrian travel.

PROWAG: An acronym for the *Guidelines for Accessible Public Rights-of-Way* issued in 2005 by the U. S. Access Board. This guidance addresses roadway design practices, slope, and terrain related to pedestrian access to walkways and streets, including crosswalks, curb ramps, street furnishings, pedestrian signals, parking, and other components of public rights-of-way.

Right of Way: A general term denoting land, property, or interest therein, usually in a strip, acquired for the network of streets, sidewalks, and trails creating public pedestrian access within a public entity’s jurisdictional limits.

Section 504: The section of the Rehabilitation Act that prohibits discrimination by any program or activity conducted by the federal government.

Uniform Accessibility Standards (UFAS): Accessibility standards that all federal agencies are required to meet; includes scoping and technical specifications.

United States Access Board: An independent federal agency that develops and maintains design criteria for buildings and other improvements, transit vehicles, telecommunications equipment, and electronic and information technology. It also enforces accessibility standards that cover federally funded facilities.

United States Department of Justice (DOJ): The United States Department of Justice (often referred to as the Justice Department or DOJ), is the United States federal executive department responsible for the enforcement of the law and administration of justice.

Swift County ADA Grievance Form

ADA Title II Coordinator

ADA Coordinator for Public ROW

Swift County Administrator
Swift County Courthouse
301 N 14th Street, Benson, MN 56215

Swift County Engineer
Swift County Highway Department
1635 Hoban Ave, Benson, MN 56215

Instructions: Please fill out this form completely, in black ink or type. Sign and return to a address listed above.

Name: _____

Address: _____

City, State and Zip Code: _____

Telephone: _____

Person ADA Violation Against (if other than the listed above): _____

Address: _____

City, State, and Zip Code: _____

Telephone: _____

Government, or organization, or institution which you believe has cause the ADA violation:

Name: _____

Address: _____

County: _____

City, State and Zip Code: _____

Telephone Number: _____

When did the ADA violation occur? _____ Date: _____

Description and location of the alleged ADA violation:

Has the complaint been filed with another bureau of the Department of Justice or any other Federal, State, or local civil rights agency or court?

Yes _____ No _____

If yes:

Agency or Court: _____

Contact Person: _____

Address: _____

City, State, and Zip Code: _____

Telephone Number: _____

Date Filed: _____

Signature: _____

Date: _____



Request for Board Action

BOARD MEETING DATE:
December 17, 2019

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Highway	REQUESTOR: Andrew Sander	REQUESTOR PHONE: (320) 842-5251
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Public Hearing for the CIP 5 year highway construction plan.	
AGENDA YOU ARE REQUESTING TIME ON: December 17, 2019	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: A 5 year plan is required by the State and Federal Highway to apply for grants and other funding.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? none	

Budget Information

FUNDING:	Click here to enter text.
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Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: XXX	RECOMMENDATIONS: XXX
COMMENTS: XXX	COMMENTS: XXX

Board Action

Motions ___ J Fox ___ G Hendrickx ___ E Pederson ___ P Peterson ___ E Rudningen
Action Vote

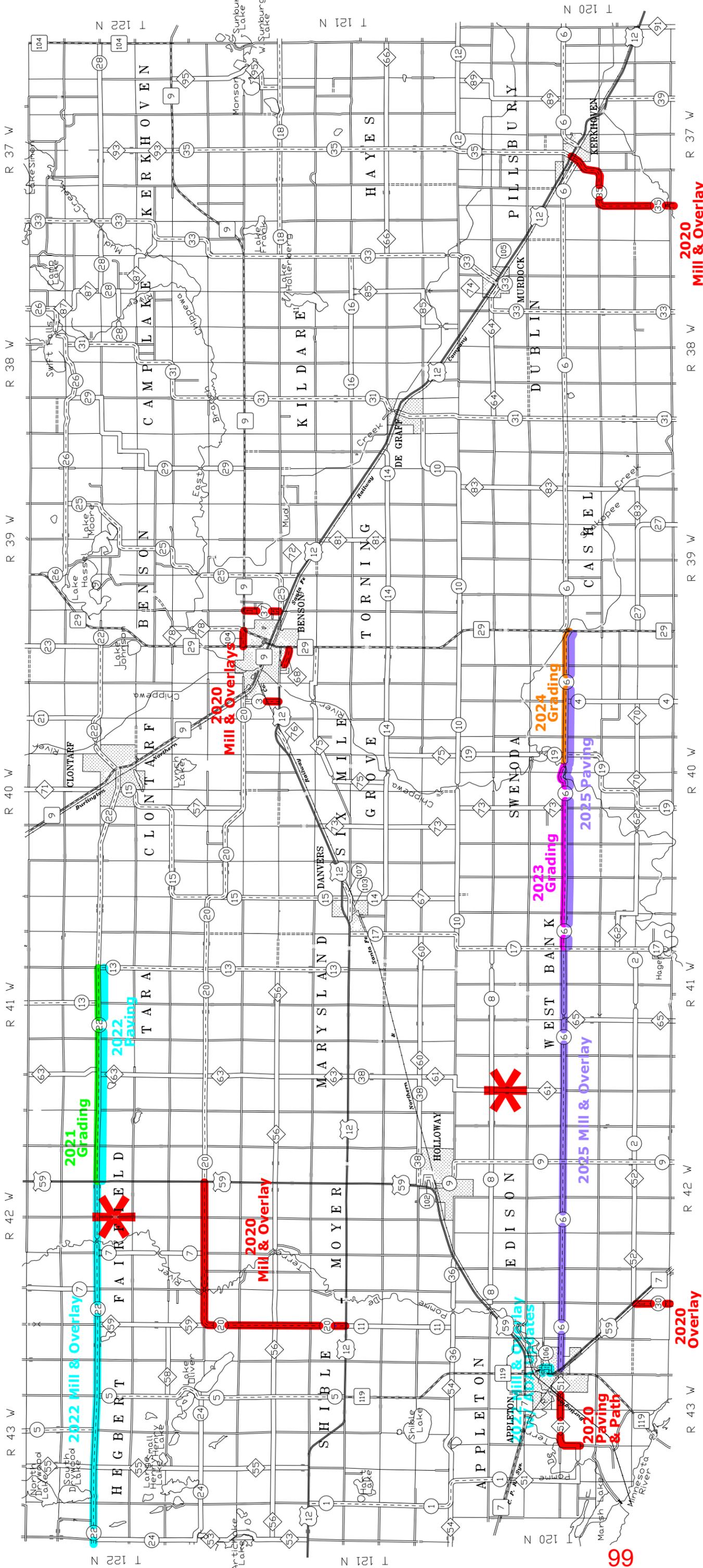
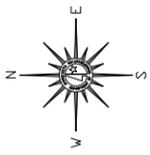
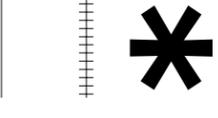
2020
2021
2022
2023
2024
2025

5-YEAR CAPITOL IMPROVEMENT PLAN

SWIFT COUNTY

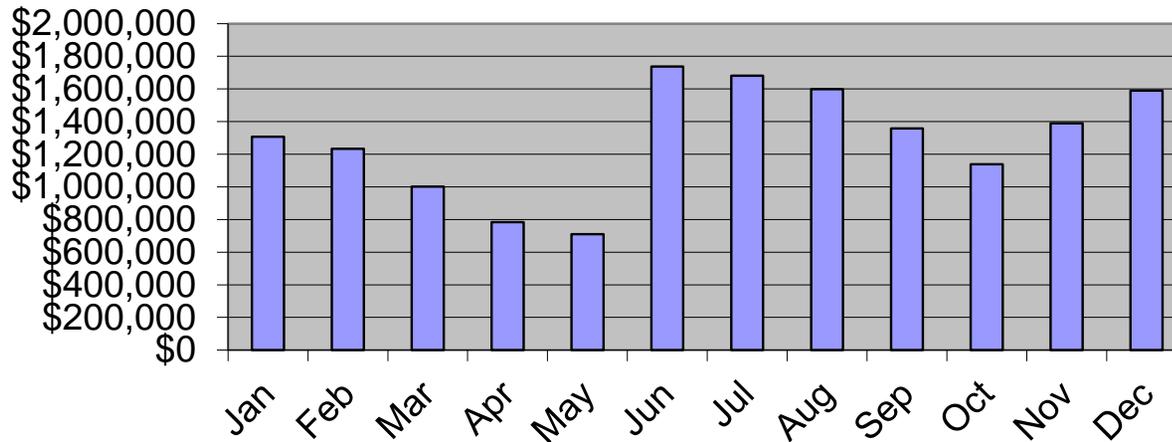
MINNESOTA

Road Work
Sealcoat
Bridges



Swift County Human Services											
Ending Monthly Cash & Investment Balances											
2010 - 2019											
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	Average
Jan	\$ 1,116,112	\$ 1,027,808	\$ 977,091	\$ 909,780	\$ 846,281	\$ 983,278	\$ 933,563	\$ 1,668,733	\$ 2,045,847	\$ 2,559,803	\$1,306,830
Feb	\$ 1,069,918	\$ 1,004,522	\$ 829,326	\$ 788,543	\$ 739,793	\$ 882,373	\$ 886,577	\$ 1,562,756	\$ 1,967,692	\$ 2,603,360	\$1,233,486
Mar	\$ 810,381	\$ 848,432	\$ 551,477	\$ 576,608	\$ 601,437	\$ 593,206	\$ 636,635	\$ 1,278,985	\$ 1,706,416	\$ 2,416,328	\$1,001,991
Apr	\$ 732,868	\$ 820,387	\$ 328,272	\$ 451,920	\$ 446,379	\$ 168,803	\$ 352,306	\$ 1,085,797	\$ 1,415,224	\$ 2,030,159	\$783,212
May	\$ 576,849	\$ 669,878	\$ 329,407	\$ 300,099	\$ 269,118	\$ 187,841	\$ 289,965	\$ 804,645	\$ 1,279,329	\$ 2,385,140	\$709,227
Jun	\$ 1,244,642	\$ 1,460,435	\$ 1,218,863	\$ 1,145,907	\$ 1,361,018	\$ 1,187,485	\$ 1,476,200	\$ 2,165,333	\$ 2,745,303	\$ 3,377,509	\$1,738,270
Jul	\$ 1,349,636	\$ 1,142,375	\$ 1,113,725	\$ 1,094,712	\$ 1,165,952	\$ 1,217,022	\$ 1,483,669	\$ 2,160,790	\$ 2,842,236	\$ 3,246,109	\$1,681,623
Aug	\$ 1,237,374	\$ 1,228,978	\$ 894,462	\$ 982,736	\$ 1,199,826	\$ 1,126,524	\$ 1,532,984	\$ 1,995,009	\$ 2,661,662	\$ 3,137,129	\$1,599,668
Sep	\$ 1,085,187	\$ 1,079,263	\$ 804,086	\$ 714,174	\$ 921,407	\$ 877,167	\$ 1,220,833	\$ 1,650,293	\$ 2,409,864	\$ 2,814,711	\$1,357,699
Oct	\$ 878,408	\$ 773,615	\$ 538,645	\$ 627,339	\$ 667,331	\$ 646,265	\$ 1,028,981	\$ 1,459,114	\$ 2,139,152	\$ 2,621,771	\$1,138,062
Nov	\$ 826,623	\$ 741,489	\$ 483,013	\$ 377,803	\$ 477,198	\$ 513,740	\$ 2,056,684	\$ 2,511,571	\$ 3,278,552	\$ 2,633,850	\$1,390,052
Dec	\$ 1,279,178	\$ 1,242,733	\$ 1,094,736	\$ 1,057,825	\$ 1,180,113	\$ 1,187,268	\$ 1,888,413	\$ 2,296,240	\$ 3,077,192		\$1,589,300
Average	\$ 1,017,265	\$ 1,003,326	\$ 763,592	\$ 752,287	\$ 822,988	\$ 797,581	\$ 1,148,901	\$ 1,719,939	\$ 2,297,372	\$ 2,711,443	

**Average Monthly Cash & Investment Balance
2010-2019**





Request for Board Action

BOARD MEETING DATE:
December 17, 2019

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Sheriff/Auditor	REQUESTOR: John Holtz/Kim Saterbak	REQUESTOR PHONE: 320-314-8350/320-843-6108
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Approve to commit \$99,810 for Vehicle and Building Improvement Purchases	
AGENDA YOU ARE REQUESTING TIME ON: Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: County Board action needs to be taken to commit funds.
BACKGROUND/JUSTIFICATION: The Sheriff's department will end the 12/31/19 year with \$99,810 of 2019 budgeted funds for the purchase of two vehicles and building improvements not spent by 12-31-19. Committing these funds will allow these expenses to be paid in during the 2020 fiscal year. Any amount of the \$99,8100 remaining unused in 2020, will be released from board committment.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? Click here to enter text.	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Did not review	RECOMMENDATIONS:
COMMENTS: n/a	COMMENTS: None

RESOLUTION 12-19-45
BOARD COMMIT SHERIFF FUNDS FROM 2019

Motion by Commissioner _____

Seconded by Commissioner _____

WHEREAS, the Sheriff's Department will end fiscal year 2019 with \$99,810 of funds budgeted for vehicle purchases (2) and vehicle improvements.

WHEREAS, the Board of Commissioners has determined that expenses that were included in the 2019 budget will not realized during the 2019 fiscal period and funds should be committed through the 2020 fiscal year.

WHEREAS, the Board of Commissioners of Swift County finds it advisable and necessary to commit \$99,810 for the Sheriff's Department for expenses that will be received during the 2020 fiscal year.

NOW, THEREFORE BE IT RESOLVED, that the following funds were committed for the Sheriff's purchase of vehicle and building improvements, as of 12/17/2019. Any amounts not used from the above restriction during the 2020 fiscal year, shall then be released from commitment as of 12/31/2020.

BE IT FURTHER RESOLVED, that the introduced budget is herewith amended as necessary to reflect this resolution.

Adopted on a _____ vote by the Swift County Board of County Commissioners the 17st day of December, 2019.

Swift County Board of Commissioners

Gary Hendrickx, Chairman

ATTEST:

Kelsey Baker
Clerk of the Board

Fox _____
Peterson _____

Hendrickx _____
Rudningen _____

Pederson _____

**FIRST AMENDED AND RESTATED
MANAGEMENT SERVICES AGREEMENT**

This **FIRST AMENDED AND RESTATED MANAGEMENT SERVICES AGREEMENT** (this “**Agreement**”) is made and entered into as of January 1, 2020 (“**Effective Date**”), by and among **CentraCare Health System**, a Minnesota nonprofit corporation (“**Manager**”), Swift County-Benson Hospital District (the “**District**”), organized by Swift County, Minnesota and the City of Benson, Minnesota under Minnesota Laws 1992, Chapter 534, and Swift County Benson Hospital, d/b/a Swift County-Benson Health Services (“**SCBHS**”). (Manager and SCBHS may each be referred to herein individually as a “**Party**” and collectively as the “**Parties**”).

RECITALS

WHEREAS, SCBHS provides inpatient and outpatient services at (a) a 21-bed critical access hospital located at 1815 Wisconsin Avenue, Benson, Minnesota, known as Swift County-Benson Hospital (the “**Hospital**”) (b) certain related health care facilities, including an outpatient surgical center and an emergency medical transport service (collectively, with the Hospital, referred to herein as the “**SCBHS Facilities**”); provided, however, that the SCBHS Facilities will not include any senior or assisted living facilities operated by SCBHS;

WHEREAS, the Manager is a regional integrated health care provider that has the expertise and experience to provide SCBHS with certain management services related to delivery of patient care services at the SCBHS Facilities;

WHEREAS, the Manager and SCBHS entered into a Management Services Agreement, effective October 1, 2018, under which the Manager has provided (1) experienced hospital management, (2) infrastructure and operational support, and (3) assistance to SCBHS in identifying physician and other health professionals recruitment and retention opportunities;

WHEREAS, the Parties believe it is in the mutual best interests of the Manager and SCBHS for the SCBHS and District personnel who support the SCBHS Facilities and satisfy the Manager’s employment criteria to transition from employment by SCBHS or the District to employment by the Manager or an affiliate;

WHEREAS, the Parties desire that such personnel continue to provide services to SCBHS, through this Agreement; and

WHEREAS, the Parties wish to make a full and complete statement of their agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated and hereby made a part of this Agreement, the terms, conditions and other provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

ARTICLE 1

OBLIGATIONS OF MANAGER

Section 1.1 Services. As of the Effective Date, all employees of SCBHS and the District who support the delivery of services at the SCBHS Facilities and satisfy the Manager's employment criteria will transition from employment by SCBHS or the District, as applicable, to employment by the Manager or an affiliate. The Manager will provide all clinical and non-clinical personnel reasonably necessary to meet the day-to-day operations requirements of the SCBHS Facilities (the "**Services**"), including without limitation those Services described as "**Base Services**" in Exhibit A.

The Management Services are subject to the terms and conditions set forth herein, the policies, procedures and regulations (as same may be amended from time to time) of the SCBHS Facilities, and the ultimate authority and responsibility of SCBHS for operation of the SCBHS Facilities. Manager shall provide all Services in a manner consistent with good business practice within the healthcare industry, in compliance with the standards of performance established by applicable accrediting agencies or regulatory bodies and authorities having jurisdiction over the SCBHS Facilities. Subject to the approval of SCBHS, which SCBHS will not unreasonably withhold, Manager may direct that its wholly-owned subsidiary, Carris Health, LLC ("**Carris**"), provide services to SCBHS in performance of Manager's obligations under this Agreement.

Section 1.2 Other Support. As mutually agreed in writing by SCBHS and the Manager, the Manager shall furnish additional personnel and expertise in support of the operation of the SCBHS Facilities, including without limitation a qualified Chief Executive Officer/Administrator for the SCBHS Facilities (the "**Hospital CEO**") throughout the term of this Agreement. The Hospital CEO shall assist in the performance of Manager's obligations under this Agreement. The Hospital CEO shall assume the duties and responsibilities specifically set forth in Exhibit B hereto, a copy of which is attached hereto and incorporated herein by this reference. In the event there is a vacancy in the position of Hospital CEO, Manager shall provide for the continued management of the SCBHS Facilities until a permanent replacement can be recruited.

Section 1.3 Compliance. To the same extent as it operates its other owned facilities, the Manager shall take all reasonable measures to assure that the SCBHS Facilities are operated in compliance with: (a) applicable federal, state and local laws, rules and regulations, (b) to the extent applicable, the standards of The Joint Commission, the requirements of Minnesota healthcare regulatory authorities, the United States Department of Health and Human Services and any other applicable accrediting, regulating or licensing agencies or boards, (c) Hospital's policies and procedures (as they may be revised from time to time), (d) the bylaws and governing documents of Hospital and its medical staff, (e) the principles of Section 501(c)(3) of the Internal Revenue Code (the "**Code**"), (f) the Hospital's responsibilities as a municipal hospital; and (g) Hospital's charitable mission. The Manager will fully cooperate with any audits, surveys, training, education or other activities initiated or designated by SCBHS in connection with such compliance, any extraordinary costs of such activities being borne by SCBHS, as applicable.

Section 1.4 Licenses, Certifications and Registrations. The Manager shall, during the term of this Agreement, assist the SCBHS Facilities in the maintenance of all necessary licenses, certifications, registrations or other permits required by federal and state law to treat patients in the SCBHS Facilities. SCBHS will comply with all reasonable requests by the Manager to allow the Manager to fulfill its obligations under this Section 1.4.

Section 1.5 Compensation of Personnel. Until directed otherwise by Manager, on behalf of the Manager, SCBHS will serve as the pay agent for personnel of the Manager who provide Services to SCBHS under this Agreement (the “**Personnel**”), such that the Manager will delegate to SCBHS the responsibility for paying, from SCBHS’s accounts all payroll expenses for the Personnel, consistent with amounts approved by the Manager; provided, however, that (i) the Manager shall be responsible for funding all health and retirement benefits provided to the Personnel, and (ii) SCBHS shall include in the Fees paid to the Manager (as set forth in Exhibit A) all Personnel-related benefits expenses incurred by the Manager.

Section 1.6 Epic Installation. Manager will install Epic electronic medical records at the Hospital, which will have a planned “go-live” date prior to January 1, 2021. Manager will loan SCBHS \$1,600,000 for purposes of satisfying expenses associated with the Epic installation, pursuant to a promissory note (the “**Note**”) substantially in the form attached to this Agreement as Exhibit D. As set forth in the Note, all principal and interest will be due and payable on January 1, 2023; provided, however, that (a) all principal and accrued interest on the Note will be forgiven by Manager if as of January 1, 2023, which note will be forgiven January 1, 2023, if as of such date, SCBHS has not entered into an affiliation (an “**Affiliation**”) in any manner, including sale of assets, member substitution, lease or management agreement, with any third party, and (b) in the event SCBHS enters into an Affiliation with a third party on or before January 1, 2023, all principal and accrued interest under the Note immediately will be due and payable.

ARTICLE 2

OBLIGATIONS OF SCBHS

Section 2.1 Space, Equipment, Furnishings, and Supplies. At its expense and within the limits of its budget, SCBHS will provide (a) access to all SCBHS Facilities, including the Hospital; (b) furnishings; (c) equipment; (d) supplies; and (e) all other non-personnel inputs reasonably necessary to furnish healthcare services at the SCBHS Facilities. The Manager will use such SCBHS Facilities, furnishings, equipment, supplies and other inputs only for the provision of the Services, as required under this Agreement and not for the private practice of medicine or personal benefit. SCBHS will retain all rights of title, possession and ownership in such furnishings, equipment and supplies until the termination of this Agreement.

Section 2.2 Ultimate Authority. SCBHS has final responsibility for the SCBHS Facilities, including, but not limited to, approval for: (a) administrative and clinical decisions affecting patient care; (b) contracts with outside parties; and (c) medical staff appointments for physicians rendering services within the SCBHS Facilities.

Section 2.3 Regulatory Compliance. SCBHS represents and warrants that it will maintain, on a current basis and in good standing, all necessary licenses, certifications,

registrations or other permits required by federal and state law to treat patients in the SCBHS Facilities.

Section 2.4 Personnel. SCBHS shall be responsible for licensure, medical staff credentialing, quality assurance, accreditation and other functions integral to the SCBHS Facilities' internal operations and provision of services to patients.

Section 2.5 Hospital Patient Records. The Hospital shall own and maintain any and all patient charts and records and all other documents related to the treatment and care rendered to the patients in the SCBHS Facilities (the "**Patient Records**"). The Manager shall have reasonable access to the Patient Records during the term of this Agreement as may be necessary or appropriate in performing the Services pursuant to this Agreement, so long as the Manager agrees to maintain the confidentiality of Patient Records as required by Hospital policies and procedures, and as otherwise may be required by law.

Section 2.6 Peer Review. As of the Effective Date, SCBHS will adopt Manager's peer review process for purposes of evaluating the quality and appropriateness of care provided to patients by members of the Hospital's Medical Staff.

ARTICLE 3

JOINT OBLIGATIONS OF PARTIES

Section 3.1 Compliance and Federal Health Care Program Participation. The Parties hereto hereby represent and warrant that (a) neither Party is excluded from or otherwise ineligible for participation in any federal health care program, as defined under 42 U.S.C. Section 1320a-7b(f), for the provision of items or the Services for which payment may be made under a federal health care program; (b) neither Party has arranged or contracted (by employment or otherwise) with any employee, contractor or agent that such Party knows or should know is excluded from or otherwise ineligible for participation in any federal health care program; and (c) no final adverse action, as such term is defined under 42 U.S.C. Section 1320a-7e(g), has occurred or is pending or threatened against either Party or, to either Party's knowledge, against any of its owners, employees, contractors or agents.

Section 3.2 Privacy Agreement. The Parties have determined that the Manager is acting as a "**Business Associate**" (as defined in the Privacy Standards promulgated pursuant to the Health Insurance Portability and Accountability Act) of SCBHS when it performs the Services pursuant to this Agreement, and therefore the services performed by Manager under this Agreement will be covered by a Business Associate Agreement between the Parties.

Section 3.3 Information Sharing. To the extent necessary to accomplish the purposes of this Agreement and in accordance with the Business Associate Agreement and state and federal law regulating the confidentiality of patient information, the Parties shall share patient information only to the extent necessary for the Manager to provide the Services.

Section 3.4 Cooperative Efforts. SCBHS and the Manager agree to devote their good faith and commercially reasonable efforts to promote cooperation and effective communication among them in the performance of the Services hereunder to foster the prompt and effective

evaluation, treatment and continuing care of patients at the SCBHS Facilities. In furtherance thereof, the Parties shall make available to each other names and phone numbers of respective personnel to contact concerning consultation, referral and arrangements for transport of patients and other relevant information regarding patients.

Section 3.5 Third Party Claims. In a lawsuit against both the Manager and SCBHS arising out of activities in the SCBHS Facilities, each Party agrees to use its good faith and commercially reasonable efforts to cooperate with the other Party in defense of such lawsuit to develop and achieve a goal for joint defense, including without limitation, by giving the other party written notice of any settlement negotiations and written notice prior to accepting any settlement.

Section 3.6 Compliance with Laws; Nondiscrimination. Each Party agrees to fully comply with all applicable federal, state and local laws, rules and regulations affecting such Party's performance under this Agreement. Without limiting the generality of the foregoing, each Party agrees to comply with Title VI of the Civil Rights Act of 1964, all requirements imposed by regulations issued pursuant to that title, Section 504 of the Rehabilitation Act of 1973, and all related regulations, to ensure that such Party shall not discriminate against any recipient of Services hereunder on the basis of race, color, sex, creed, national origin, age or handicap, under any program or activity receiving federal financial assistance.

Section 3.7 ACMC Arrangement. SCBHS and Affiliated Community Medical Centers, Ltd. ("ACMC") have previously entered into the following agreements: Operations Transfer Agreement, effective September 1, 2016, Agreement for Demised Premises and Equipment Lease, dated September 1, 2016, Management Services Agreement, dated September 1, 2016, and Professional Services Agreement, dated September 1, 2016 (collectively, the "ACMC Arrangement"). Nothing in this Agreement shall amend, rescind, expand, or otherwise modify ACMC's or SCBHS's rights or obligations under any agreement in the ACMC Arrangement. The Parties agree that this Agreement shall be treated as independent from the ACMC Arrangement, and the terms of this Agreement shall constitute the entire agreement between the Parties with respect to the matters addressed in this Agreement.

ARTICLE 4

COMPENSATION AND BILLING

Section 4.1 Compensation. SCBHS shall pay the Manager the fees (the "Fees") as this term is defined in Exhibit A attached hereto and incorporated herein by this reference, based on a detailed monthly invoice provided by the Manager and such other supporting documentation as SCBHS may reasonably require. SCBHS will pay the Fees monthly in arrears no later than the fifteenth (15th) business day following the business day Hospital receives the invoice and such other documentation as Hospital may reasonably request to verify the accuracy of the invoice. The Fees shall be compensation in full for the Services furnished by the Manager under this Agreement, and are intended to compensate the Manager for the fair market value of the Services. The rights and obligations of this Section 4.1 shall survive the expiration or termination of this Agreement and shall continue indefinitely with respect to the Services rendered prior to termination.

Section 4.2 Billing and Collections. Under no circumstances shall the Manager bill SCBHS Facilities' patients, Medicare, Medicaid or any other payor or person other than Hospital for the Services provided under this Agreement. The SCBHS Facilities shall be solely responsible for the billing and collection of all charges for services provided to the patients. All income received by Manager or the SCBHS Facilities for the health care services furnished in the SCBHS Facilities shall belong exclusively to SCBHS. If any fees or charges are received by the Manager for health care services rendered to patients, the Manager shall promptly (a) notify SCBHS of the Manager's receipt of such payments; and (b) remit such payments to SCBHS.

ARTICLE 5

TERM AND TERMINATION

Section 5.1 Term. The term ("Term") of this Agreement shall commence on the Effective Date, and terminate as of January 1, 2023, or another date as agreed to in writing by the Parties, unless terminated sooner pursuant to the provisions of this Agreement.

Section 5.2 Termination. Except as otherwise provided herein, this Agreement shall be terminated upon the occurrence of any one of the following:

- (a) Immediately upon mutual written agreement of the Parties.
- (b) Receipt of notice that (i) a petition for relief under federal bankruptcy law has been filed by or against a Party; (ii) an event of liquidation, rehabilitation or similar proceeding under Minnesota law has commenced; or, (iii) upon receipt of notice of other fiscal insolvency of any Party.
- (c) In the event of a material breach of this Agreement by any Party, the other Party shall have the right to terminate this Agreement by service of written notice upon the defaulting Party (the "**Default Notice**"). In the event such breach is not cured within thirty (30) days after service of the Default Notice, this Agreement shall automatically terminate at the election of the non-defaulting Party upon the giving of a written notice of termination to the defaulting Party not later than sixty (60) days after service of the Default Notice.
- (d) Not later than sixty (60) days after notice by either Party of termination, if the Operating Lease has not taken effect on or before January 1, 2021.

Section 5.3 Transition. In the event of the termination of this Agreement under Section 5.2, the Parties will work together in good faith to transition the employment of Personnel from the Manager to SCBHS.

ARTICLE 6

INDEPENDENT CONTRACTOR

The Manager shall at all times act as an independent contractor. The Parties expressly understand and agree that nothing contained in this Agreement shall be construed to create a joint venture, partnership, association or other affiliation or like relationship between the Parties,

it being specifically agreed that their relationship is and shall remain that of independent Parties to a contractual relationship as set forth in this Agreement. In no event shall either Party be liable for the debts or obligations of the other of them except as otherwise specifically provided in this Agreement.

ARTICLE 7

CONFIDENTIALITY AND PROPRIETARY INFORMATION

Section 7.1 Confidentiality. Each of the Parties acknowledges that, in the course of performing under this Agreement, such Party may obtain information relating to the other Party which such Party knows or has reason to know is “**Confidential Information**” (as defined in Section 7.2 below) of the other Party. Each Party covenants and agrees that during the Term, and for so long as the Confidential Information remains confidential, secret or otherwise wholly or partially protectable, it shall not, without the prior written consent of the Party to whom the Confidential Information belongs or as required by law, directly or indirectly, except in the performance of its duties, responsibilities and obligations under this Agreement (a) use the Confidential Information; or (b) disclose the Confidential Information to any third party except that a Party may disclose Confidential Information of the other Party to its legal counsel or financial advisors, provided that such legal counsel or advisors agree to be bound by the terms and conditions of this Article 7. Without limiting the generality of the foregoing, Manager acknowledges that information regarding the rates under the Hospital’s payor agreements is confidential and competitively sensitive, and that in the event Manager has a reason to obtain information relative to such rates, such information is not to be shared with any person not directly involved in providing services to the SCBHS Facilities including, without limitation, individuals within Manager or CentraCare responsible for payor negotiations.

Section 7.2 Confidential Information. As used herein, “**Confidential Information**,” of a Party means any information and documents of any kind relating to the business and operations of such Party, whether or not reduced to written or other tangible form, which (a) is not generally known to the public or in the industry; (b) has been treated by such Party as confidential and/or proprietary; or (c) is of competitive advantage to such Party and such Party has a legally protectable interest therein. Confidential Information, as used herein, shall include, but not be limited to, the names and addresses of the patients, medical records, pricing and discount lists and schedules, policies, procedures and general know-how concerning the Services, financial records, internal memoranda, reports, contractual arrangements, proprietary technology and trade secrets. Confidential Information, as used herein, shall not include information and documents of a Party which is or becomes generally available to and known by the public (other than as a result of actions attributable to the other Party) or was in the actual possession of the other Party immediately prior to the time one Party disclosed it to the other Party.

Section 7.3 Equitable Relief. Each Party acknowledges and agrees that any breach of the terms of this Article 7 by it will result in irreparable harm to the other Party, for which such other Party cannot be reasonably or adequately compensated in damages for such breach and that such other Party shall therefore be entitled, in addition to any other remedies that may be available to it, to seek any and all equitable remedies including, without limitation, injunctive relief, to prevent such breach and to secure the enforcement thereof.

Section 7.4 Survival. The provisions of this Article 7 shall survive the expiration or early termination of this Agreement.

ARTICLE 8

INSURANCE AND INDEMNIFICATION

Section 8.1 Professional Liability Insurance. Each Party shall maintain, at no cost to the other Party, general and professional liability insurance, including products and contractual liability coverage appropriate for their respective business activities, in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. Each Party's insurance shall cover all of its own personnel.

Section 8.2 Indemnification. Each Party agrees to be solely responsible for its own acts or omissions arising out of the performance of this Agreement. Each Party shall indemnify, defend and hold harmless the other Party from and against any and all liability, loss, claim, lawsuit, injury, cost, damage or expense whatsoever (including reasonable attorneys' fees and court costs at all levels of trial and appeal), arising (a) from or incident to a negligent or intentional act or omission by the indemnifying Party or any of its employees, agents, contractors or subcontractors, or (b) from a breach or default, in the performance or nonperformance of any duty or responsibility under this Agreement, by such indemnifying Party or any of its employees, agents, contractors or subcontractors.

Section 8.3 Survival. The provisions of this Article 8 shall survive the expiration or early termination of this Agreement.

Section 8.4 Insurance Arrangements. Notwithstanding any provision herein to the contrary, the amount for which any Party is entitled to indemnification under this Article 8 shall be reduced by any corresponding insurance proceeds realized or that could reasonably be expected to be realized by such Party if a claim were properly pursued under the relevant insurance arrangements.

ARTICLE 9

ACCESS TO BOOKS AND RECORDS

Upon written request made any time within four (4) years after the furnishing of the Services pursuant to this Agreement, either Party shall make available to the Secretary of Health and Human Services or the Comptroller General, or to any of their duly authorized representatives, where required by Section 1861(v)(1)(I)(i) of the Social Security Act and the regulations pursuant thereto, access to this Agreement, and to the books, documents and records of such Party as may be necessary to verify the nature and extent of the Services furnished. The Parties agree that any attorney-client, accountant-client or other legal privileges shall not be deemed waived by virtue of this Agreement.

ARTICLE 10

DISPUTE RESOLUTION

If SCBHS makes a good faith determination that Manager is in breach of its obligations hereunder, or there is a disagreement between the Parties of the duties of the Hospital CEO under this Agreement, then SCBHS shall provide written notice thereof to the Manager describing in reasonable detail the nature of the alleged breach or disagreement and other information pertinent thereto (a “**Breach Notice**”). Within fifteen (15) business days of receipt of a Breach Notice, representatives of the Manager and SCBHS (along with their respective advisors) shall meet on a regular basis to discuss and resolve the alleged breach identified in the Breach Notice. If the Manager and SCBHS are unable to resolve the alleged breach or disagreement by identified in the Breach Notice to the reasonable satisfaction of SCBHS within thirty (30) days of the delivery of the Breach Notice, then the Parties will first proceed in good faith to submit the matter to mediation. Either Party may request mediation by notifying the other Party in writing of its desire to submit the matter to mediation. Within ten (10) business days following notice of intent to proceed to mediation, the Parties shall jointly select, appoint and arrange to meet with an impartial person who can mediate and facilitate the Parties toward a resolution using an informal and confidential process. The mediator cannot impose binding decisions on the Parties. The Parties must agree to the terms of any settlement arising out of the mediation process in order for such agreement to become binding. The Parties will share equally in the cost of such mediation, regardless of the outcome of the process. The mediation, unless otherwise agreed, shall terminate if the Parties have not been able to resolve the dispute within thirty (30) calendar days from the date when mediation meetings began. Upon such termination, either Party may elect to terminate this Agreement and pursue any and all remedies available at law or at equity.

ARTICLE 11

MISCELLANEOUS PROVISIONS

Section 11.1 Notices and Payments. All notices, requests, demands, payments and other communications to be made hereunder shall be in writing and shall be deemed to have been duly given if either mailed by certified mail, return receipt requested, postage prepaid, or hand delivered and with such delivery evidenced by a signed receipt or sworn affidavit of the deliverer, as follows:

If to SCBHS: Swift County-Benson Hospital District
 1815 Wisconsin Avenue
 Benson, MN 56215
 Attention: Board Chair

With copy to: Benson City Attorney
 Wilcox Law Office
 1150 Wisconsin Avenue
 P.O. Box 100
 Benson, MN 56215
 Attention: Benson City Attorney

Swift County Attorney
211 11th Street North
Benson, MN 56215

If to Manager: CentraCare Health System
1406 Sixth Avenue N
St. Cloud, MN 56303
Attention: President

With a copy to: General Counsel
1406 Sixth Avenue N
St. Cloud, MN 56303

or to such other address as either Party hereto may request by such written notice. Any notice given in accordance with this Article shall be deemed to have been received either three (3) days after it was mailed or upon delivery, whichever first occurs.

Section 11.2 Severability. If any provision of this Agreement or the application thereof is held invalid, such invalidity shall not affect other provisions or applications of this Agreement that can be given effect without the invalid provisions or application, and to this end the provisions of this Agreement are declared to be severable.

Section 11.3 Entire Agreement. This Agreement and the Exhibits attached hereto and thereto (including documents contained in Exhibits that are fully executed and in accordance herewith), contains the entire understanding of SCBHS and of the Manager with respect to the transactions contemplated hereby and supersedes all other agreements and understandings among SCBHS and the Manager.

Section 11.4 Amendment; Waiver. This Agreement may be amended only by a written agreement authorized by the affirmative vote of the governing body of both the Manager and SCBHS and executed by the authorized representatives of both Parties. No provision of this Agreement may be waived other than by a written instrument signed by the Party or Parties so waiving such provision as contemplated herein. Any waiver of rights hereunder must be set forth in writing. A waiver of any breach or failure to enforce any of the terms or conditions of this Agreement shall not in any way affect, limit, or waive either Party's rights at any time to enforce strict compliance thereafter with every term or condition of this Agreement.

Section 11.5 Governing Law and Venue. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Minnesota. Venue shall lie exclusively in Stearns County, Minnesota.

Section 11.6 Counterparts. This Agreement may be executed simultaneously in two (2) or more counterparts, all of which together shall constitute one and the same Agreement.

Section 11.7 Successors and Assigns. All the terms, conditions, covenants, agreements and provisions of this Agreement shall inure to the benefit of and be binding upon SCBHS and the Manager and upon their respective personal representatives, heirs, successors and permitted assigns.

Section 11.8 Impossibility. No Party hereto shall be liable for any delay in performance or failure to perform when fire, flood, explosion, accident, unavailability of equipment, supplies, parts or materials, energy shortage, war, weather, casualty, act of God, sabotage, law or government regulation, or any other cause reasonably beyond such Party's control makes performance impossible despite the best efforts to perform by the Party from whom performance is required.

Section 11.9 No Third-Party Beneficiary. This Agreement is for the benefit solely of SCBHS and the Manager and their respective successors and permitted assigns and it shall give rise to no third party rights and shall not be enforceable by any other party (as a third party beneficiary or otherwise).

Section 11.10 Assignment. Neither this Agreement nor any of the rights, interests or obligations of any Party hereunder may be assigned, delegated or otherwise transferred by such party, in whole or in part (whether by operation of law or otherwise), without the prior written consent of the other Party hereto, and any attempted assignment, delegation or other transfer without such consent shall be null and void. Notwithstanding the foregoing, the Manager may assign any or all of its rights, interests and obligations under this Agreement, with the consent of SCBHS, to a wholly owned affiliate, subject to the assumption in writing by any such affiliate of the Manager's obligations hereunder.

Section 11.11 Non-Delegation. No provision of this Agreement shall be construed to permit or require the delegation by SCBHS of any governmental function of SCBHS.

[Signatures on following page.]

CENTRACARE HEALTH SYSTEM

By: _____

NOTARY

STATE OF MINNESOTA)
 :
COUNTY OF STEARNS)

The foregoing instrument was acknowledged before me this ____ of _____,
2019, by _____, who is the _____ of CentraCare Health System.

NOTARY PUBLIC

EXHIBIT A

Management Area	Base Services	Expanded Services
Administrative	Access to consultative services for SCBHS Facilities leadership	
Facilities Management	Select consultants and supervise their assessments of mechanical and facility infrastructure, preventative maintenance, policies and procedures	Transfers of contracts or services to the Manager
Finance	<p>The Hospital’s CFO will serve on Manager’s regional finance team(s) with option to participate in Carris finance team.</p> <p>Benchmark data will be shared and transparent across MANAGER’S regional critical access hospital teams</p> <p>Debt Structure Evaluation</p>	
340B Assessment / Implementation	Assessment from Manager’s pharmacy experts	Implementation of outcomes from assessment/ use of Manager’s software

Rural Health Clinic Assessment	Participation with Manager's Rural Health Clinic team to include sharing of policies and procedures	Access to Wipfli RHC Engagement (Allocation of shared costs)
Compliance/Revenue Cycle	Consultative support to include share of policies and procedures and education opportunities	Cost of any modifications to software/ hardware, education to third party as pass through expense
Supply Chain	Access to CentraCare group purchasing agreements and consultative services for value analysis	Cost of daily onsite material management specialist
Human Resources	Consultative services including sharing policies and procedures Staff development and education (Culture BBWM)	TBD: - Implementation of the Manager's recruitment software and processes
Insurance	Evaluation of opportunities to align with Manager or Carris Health - Malpractice - Employee Health plans - Property/Liability	TBD
Medical Staff	Access to on-line and in-person education, policies and procedures	

	Participation in Quality Leadership Academy	
Physician/Provider Recruitment	<p>Manager & Carris will post on web-site for primary care providers and actively pursue candidates</p> <p>Hospital CEO will be accountable to coordinate recruitment and support resources with the Manager and Carris Health.</p> <p>Recruitment Goal: Achieve and maintain 6 physicians or APP's at SCBHS Facilities sites</p>	Additional recruitment costs such as site visits and sign-on bonus opportunities for rural providers may be evaluated on a case by case basis and mutual agreement will be achieved prior to agreement to proceed with offers of employment.
Outreach/In-reach Specialty and Surgical	Manager & Carris will collaborate with SCBHS to make available specialists and surgical specialists that align with desire of SCBHS and resources available	<p>Cost of specialists, surgical coverage will be negotiated</p> <p>Placement of Carris Health specialists is outside the scope of the management agreement and placement of such specialists is solely at Carris' discretion.</p>
Telemedicine	Assessment by Manager's telemedicine team	Implementing necessary infrastructure
Tele Hospitalists		To be identified by the Parties
Education	Access to simulation lab, shared policies and procedures and employee	Specific clinical training education available (ACLS,

	education modules	PALS, etc.)
IT/IS	Evaluation of support hardware and software needs (HR, Finance, etc.)	<p>Cost of conversion from current systems to corporate Manager’s systems based on compliance and allocation policies and procedures</p> <p>Option to assign Sisu agreement to Manager as of the date of the management agreement Manager would then manage the transition with Sisu through Manager IT management resources.</p> <p>(Sisu Healthcare IT Solutions, specializes in delivering IT/’EHR solutions to rural communities. SCBHS has been under contract with Sisu for several years)</p>
EMR	Consultative support to ready transition to EPIC EMR	EPIC EMR cost will be allocated to SCBHS Facilities at allowable market rate provided the relationship between SCBHS Facilities and Manager
Legal	General in house legal consultation	Outside legal counsel consultation (pass-through only)
Government Relations	Consultative services and access to strategic health (lobbying) resources	
Provider Service Agreement		Current agreement in place

Strategic Planning	Access to Manager's data, analysis and consultative services	
Communications	Access to crisis communication communications as needed	
Indemnification	Limit liability related to potential allegations	

EXHIBIT B

DUTIES OF THE HOSPITAL CEO

The Hospital CEO shall be responsible for the day-to-day management of the SCBHS Facilities in accordance with policies established by the SCBHS Facilities and in compliance with State and Federal regulations. The Hospital CEO shall have all the duties and authority which such position would customarily require including, but not limited to, the following:

1. Carrying out all policies established by SCBHS or Manager and advising on the formation of these policies;
2. Developing and submitting to SCBHS and Manager for approval a plan of organization for the conduct of the various activities of the SCBHS Facilities and recommending changes when necessary;
3. Preparing written plans for the achievement of the SCBHS Facilities' specific objectives and periodically reviewing and evaluating such plans;
4. Preparing an annual budget showing the expected revenue and expenditures as required by SCBHS and Manager;
5. Recruiting, selecting, employing, developing, supervising, and discharging SCBHS Facilities agents and employees;
6. Evaluating the performance of all SCBHS Facilities officers reporting to him/her;
7. Overseeing the management of the SCBHS Facilities' assets;
8. Presenting to SCBHS periodic reports reflecting the activities of the SCBHS Facilities and such other reports as may be required by SCBHS;
9. Participating with the SCBHS Facilities Medical Staff and all those concerned with rendering professional service to the end that quality of care pertinent and practical is provided every patient;
10. Attending meetings of SCBHS that are relevant to the operation of the SCBHS Facilities;
11. Serving as liaison for the SCBHS Facilities in its relationships with affiliated organizations, including any SCBHS Facilities auxiliary(s) and thereby guiding and directing the activities of the affiliated organizations to best serve the SCBHS Facilities;
12. Representing the SCBHS Facilities in their relationships with outside agencies and organizations to promote good public relations and to

participate in activities of health care agencies and organizations which shall include, but not be limited to, serving upon committees or as an officer of such organizations;

13. Setting expectations, developing plans, and implementing procedures to assess and improve the quality of the organization's governance, management, clinical, and support processes;
14. Developing positive relationships between the communities served by the SCBHS Facilities, and participating in and supporting fund raising activities for the SCBHS Facilities; and
15. Performing such other duties as may reasonably, from time to time, be assigned by SCBHS or the Manager.

EXHIBIT C

FEES

Base Fees

During the Term, SCBHS shall pay the Manager on a monthly basis Fees equal to (a) \$8,333.33, plus (b) all amounts necessary to cover expenses of the Manger in providing health and retirement benefits consistent with CentraCare/Carris benefits to the Personnel; provided, however, that (i) as set forth in Section 1.5, in addition to the Fees set forth above, SCBHS shall be responsible for paying, from its accounts, all Personnel compensation; and (ii) immediately following the end of each calendar year or earlier termination of this Agreement, SCBHS and the Manager mutually shall determine whether the Fees were greater than or less than the Manager's actual costs in furnishing (x) the Services, and (y) the Personnel benefits described in this Exhibit A. In the event the Manager and SCBHS agree that the Fees were greater than the Manager's actual costs, the Manager will pay SCBHS an amount equal to the excess within thirty (30) days of such agreement of the Manager and SCBHS; in the event the Manager and SCBHS agree that the Manager's actual costs were greater than the Fees, SCBHS will pay the Manager an amount equal to the shortfall within thirty (30) days of such agreement of the Manager and SCBHS. The Manager will not materially increase the compensation or materially change the benefits of the Personnel from the compensation and benefits in effect on January 1, 2020 without prior consultation with SCBHS.

Shared Incentive

In addition to the Fees described above, assuming it does not cause SCBHS to violate any debt covenants, SCBHS and the Manager shall equally share (*i.e.*, on a "50/50" basis) all amounts exceeding 1% over the consolidated "Operating Margin" of the Hospital, the SCBHS physician clinic, and Residential Options, Inc., where the consolidated "Operating Margin" is measured as all operating net revenues less all operating expenses, not inclusive of interest income, gain/loss on disposals, contributed net assets, but inclusive of interest expense. SCBHS and the Manager may mutually agree on the inclusion or exclusion of other items from the Operating Margin calculation.

EXHIBIT D

FORM OF PROMISSORY NOTE

PROMISSORY NOTE

\$1,600,000.00

_____, 2019

FOR VALUE RECEIVED, the undersigned, its successors, heirs and assigns (“**Borrower**”) promises to pay to the order of CentraCare Health System, its successors, heirs and assigns (“**CentraCare**”), in lawful money of the United States, the principal sum of One Million Six Hundred Thousand and 00/100 Dollars (\$1,600,000.00), together with interest, accruing on the date hereof, on the unpaid principal balance hereof from time to time outstanding at the annual rate (computed on the basis of actual days elapsed in a 365 day year) of six percent (6%).

This Note is the Promissory Note referred to in, and arising out of, that certain First Amended and Restated Management Services Agreement of even date herewith. This Note is subject to, and governed by, the terms and conditions of the First Amended and Restated Management Services Agreement, which terms and conditions are incorporated herein by reference and made a part hereof with the same force and effect as if such terms and conditions were fully stated herein. This Note is unsecured.

This Note shall be paid in the following manner: Borrower shall pay the principal balance and all accrued interest, in the aggregate amount of \$1,924,262.28 (the “**Total P&I**”) on January 1, 2023 (the “**Maturity Date**”), when the entire balance of this Note, including all accrued but unpaid interest, shall be due and payable; provided, that (i) in the event that, prior to the Maturity Date, SCBHS has entered into an affiliation (an “**Affiliation**”) with a third party in any manner, including sale of assets, member substitution, lease or management agreement, on the effective date of such an Affiliation, the Total P&I immediately shall be due and payable; and (ii) in the event that, as of the Maturity Date, SCBHS has not entered into an Affiliation with a third party, the Total P&I shall be forgiven in its entirety. All payments of principal and interest on this Note will be made by check or certified funds to an account designated by CentraCare or to such other place in the United States as CentraCare shall designate to Borrower in writing. This Note may be prepaid, in full or in part, at any time and from time or time, without premium or penalty.

The following shall constitute an “Event of Default” under this Note:

The institution of any bankruptcy, reorganization, arrangement, insolvency or other proceedings for relief under any bankruptcy or similar laws for the relief of Borrower, whether such proceedings are instituted by or against Borrower (that is not dismissed within 60 days of the institution of such action).

Upon the occurrence of an Event of Default hereunder, CentraCare may, at its option, declare the Total P&I immediately due and payable without notice or demand. Failure to exercise this option shall not constitute a waiver of the right to exercise this option at a later date.

Borrower agrees to pay this Note and, upon the occurrence of an Event of Default, all costs of collection, including reasonable attorney's fees and disbursements.

The Borrower hereby waives presentment or other demand for payment, protest and notice of dishonor, and exonerates CentraCare from any and all duty and obligation to make demand on anyone for payment or to give notice to anyone of non-payment hereof.

This Note represents a debt obligation negotiated, executed and to be performed in the State of Minnesota and will be construed, interpreted and governed in all respects, including without limitation with respect to performance, effect and remedies, by the internal laws of said state, without regard to the law of conflict of any jurisdiction.

Borrower hereby consents to the personal jurisdiction of the state and federal courts located in the State of Minnesota in connection with any controversy related to this Note, and waives any argument that venue in such forums is not convenient.

IN WITNESS WHEREOF, Borrower has executed and delivered this Note as of the day and year first above written.

BORROWER:

Swift County-Benson Health Services

By: _____
Its: _____

December 2, 2019

Swift County Board of Commissioners c/o Kelsey Baker, *Administrator*, kelsey.baker@co.swift.mn.us
Kerkhoven Township Officers, c/o Chairman Eric Turnquist, ekturnquist@gmail.com

Subject: Ducks Unlimited acquisition of 14.79 acres in the NW ¼ of the SW ¼ of Section 35 in Kerkhoven Township (T122N, R37W) in Swift County for habitat restoration and donation to the Minnesota DNR for the Monson State Wildlife Management Area via Minnesota Outdoor Heritage Fund, Minnesota Laws of 2019, 1st Special Session, Chapter 2, Article 1, Section 2, Subdivision 4(b).

Dear Swift County Commissioners & Kerkhoven Township Officers:

As required by Minnesota Statute 97A.056, Section 4, Subdivision 13.j, this letter provides notification that Ducks Unlimited is acquiring a 14.79-acre parcel in the NW ¼ of the SW ¼ of Section 35 in Kerkhoven Township (T122N, R37W) in Swift County through a 2019 state appropriation from Minnesota's Outdoor Heritage Fund. We plan to restore habitat and donate the land to the Minnesota Department of Natural Resources for the public's Monson State Wildlife Management Area (WMA).

This land contains wetlands and is poorly drained. Ducks Unlimited is buying this land to restore small wetlands and prairie grassland for wildlife habitat, and to provide public hunting land.

The 2020 taxes due on this land parcel will be paid in full when Ducks Unlimited purchases the land. Ducks Unlimited will also pay taxes due in full during our ownership, before donating the land to the State of Minnesota. Thereafter, the Minnesota DNR will make annual "Payment In Lieu of Taxes" (PILT) in future years, estimated at \$450, more than the \$362 taxes due on this land in 2019.

Funding for this project was appropriated from the state Outdoor Heritage Fund to Ducks Unlimited in 2019 for our "Shallow Lake & Wetland Protection Program - Phase VIII" via Minnesota Laws of 2019, 1st Special Session, Chapter 2, Art. 1, Sect. 2, Subd. 4(b), as recommended by the Lessard-Sams Outdoor Heritage Council. These "dedicated conservation funds" resulted when Minnesota voters passed the Clean Water, Land, & Legacy Amendment to Minnesota's Constitution in November 2008.

This letter is for notification purposes only. A county board resolution is not required for non-profit land acquisitions and donations to the Minnesota DNR. Please let me know if any questions arise.

Sincerely, 

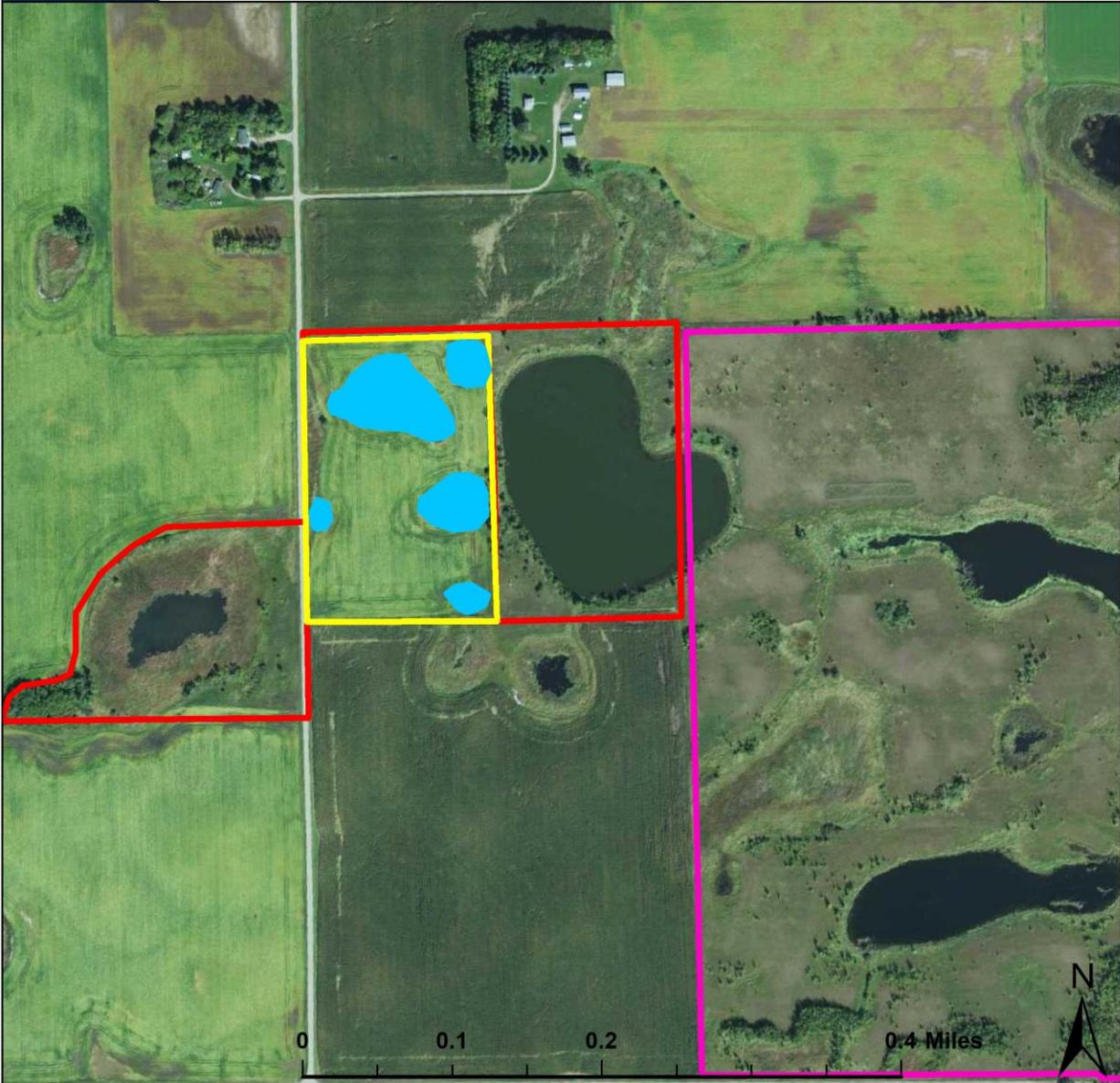
Jon P. Schneider, Manager – Minnesota Conservation Programs

Copies: John Lindquist, Biologist – Ducks Unlimited, Litchfield, Minnesota
Geoff Cripe, Regional Realty Manager – Ducks Unlimited Great Lakes Atlantic Region



Monson WMA Tract

Swift County, MN
T122N, R37W, Section 35
Tract size: 15 acres



LIVING LAKES



- Restorable Wetlands
- WMA Tract
- RIM Easements
- WMA Boundaries

December 2, 2019

Swift County Board of Commissioners c/o Kelsey Baker, *Administrator*; kelsey.baker@co.swift.mn.us
Benson Township Officers, c/o Grant Herfindahl, *Clerk*; grant.herfindahl@gmail.com

Subject: Ducks Unlimited acquisition of 71.65 acres along Lake Johnson in Sections 17 and 20 of Benson Township (T122N, R39W) in Swift County for habitat restoration and donation to the Minnesota DNR for the Henry X State Wildlife Management Area via Minnesota Outdoor Heritage Fund, Minnesota Laws of 2019, 1st Special Session, Chapter 2, Article 1, Section 2, Subdivision 4(b).

Dear Swift County Commissioners & Benson Township Officers:

As required by Minnesota Statute 97A.056, Section 4, Subdivision 13.j, this letter provides notification that Ducks Unlimited is acquiring a 71.65-acre parcel along Hwy 29 and Lake Johnson in Sections 17 and 20 of Benson Township (T122N, R39W) in Swift County through a 2019 state appropriation from Minnesota's Outdoor Heritage Fund. We plan to restore habitat and donate the land to the Minnesota Department of Natural Resources for the public's Henry X State Wildlife Management Area (WMA).

This land is mostly unfarmed wetlands and is poorly drained. Ducks Unlimited is buying this land to protect and enhance wetlands and prairie grassland as wildlife habitat, and provide public hunting land.

The 2020 taxes due on this land parcel will be paid in full when Ducks Unlimited purchases the land. Ducks Unlimited will also pay taxes due in full during our ownership, before donating the land to the State of Minnesota. Thereafter, the Minnesota DNR will make annual "Payment In Lieu of Taxes" (PILT) in future years, estimated at \$450, about the same as the \$456 in taxes due on this land in 2019.

Funding for this project was appropriated from the state Outdoor Heritage Fund to Ducks Unlimited in 2019 for our "Shallow Lake & Wetland Protection Program - Phase VIII" via Minnesota Laws of 2019, 1st Special Session, Chapter 2, Art. 1, Sect. 2, Subd. 4(b), as recommended by the Lessard-Sams Outdoor Heritage Council. These "dedicated conservation funds" resulted when Minnesota voters passed the Clean Water, Land, & Legacy Amendment to Minnesota's Constitution in November 2008.

This letter is for notification purposes only. A county board resolution is not required for non-profit land acquisitions and donations to the Minnesota DNR. Please let me know if any questions arise.

Sincerely, 

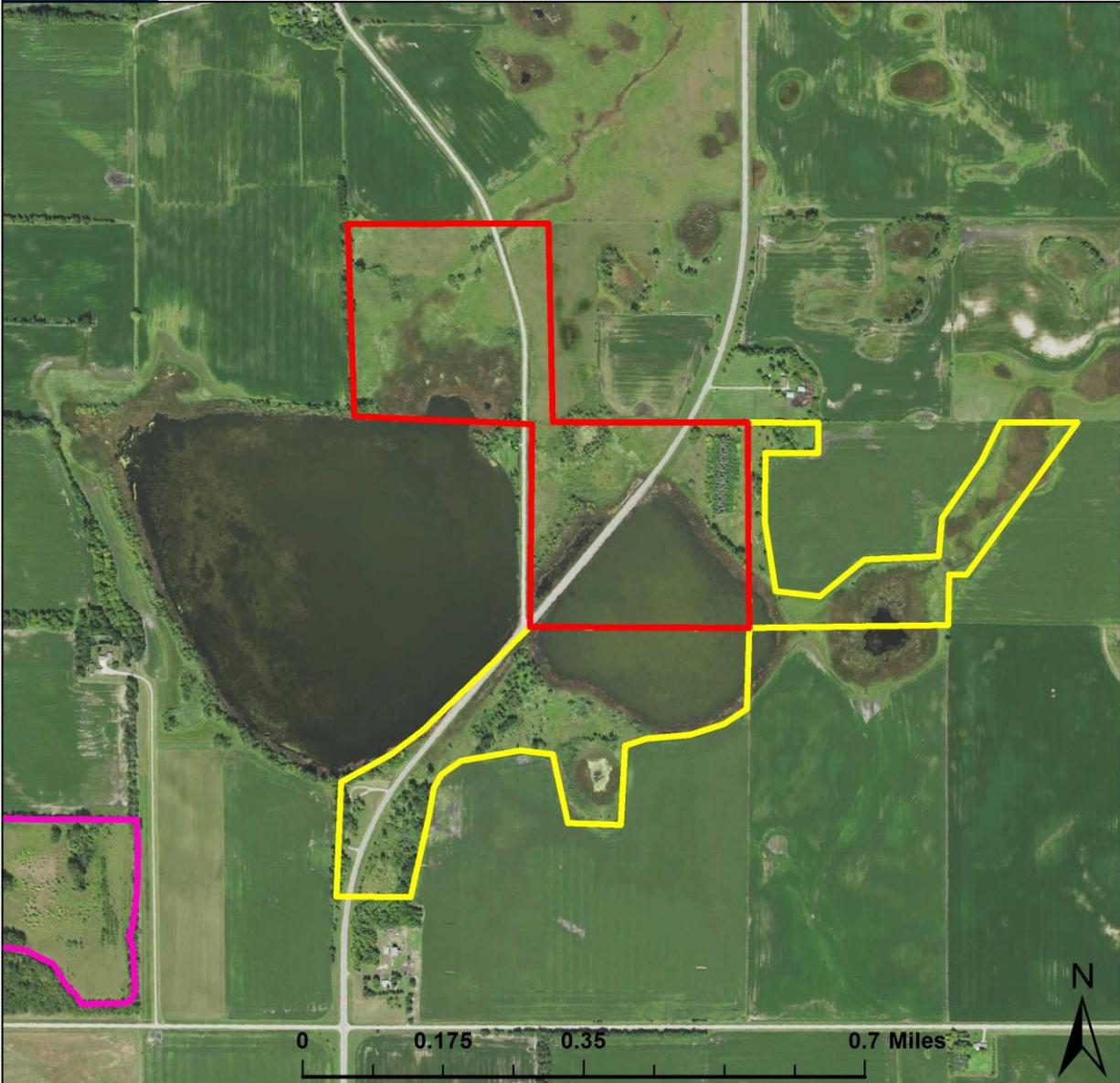
Jon P. Schneider, Manager – Minnesota Conservation Programs

Copies: John Lindquist, Biologist – Ducks Unlimited, Litchfield, Minnesota
Geoff Cripe, Regional Realty Manager – Ducks Unlimited Great Lakes Atlantic Region



Henry X WMA Tract

Swift County, MN
T122N, R39W, Section 20
Tract size: 71.66 acres



LIVING LAKES



-  RIM Easements
-  WMA Boundaries
-  WMA Tract



Request for Board Action

BOARD MEETING DATE:
December 17, 2019

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Administration	REQUESTOR: Kelsey Baker	REQUESTOR PHONE: 320-314-8399
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Review the final 2020 Budgets and Levies for the County and consider approving a resolution on the 2020 Budget and Levy for the County.															
AGENDA YOU ARE REQUESTING TIME ON: Other Business	ARE YOU SEEKING APPROVAL OF A CONTRACT? No														
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: The County Board is required to approve final levies and budgets prior to December 31.														
BACKGROUND/JUSTIFICATION: The attached budget is the same as the preliminary budget and levy approved by the board in September. This breakdown is below. The overall final net levy increase between 2019 and 2020 is 5.0%. This is the same levy amount originally presented in the preliminary levy on the September 17 th 2019 board meeting. From the preliminary, an adjustment was made between funds to increase the solid waste fund by \$65,000 and decreasing the General Revenue fund by \$65,000. The proposed 2020 budget contains revenues of \$23,851,937 and expenditures of \$23,934,686. Of the \$23,851,937 in revenue, \$11,328,268 is proposed net property taxes and \$594,280 is expected in County Program Aids (CPA) for a total 2020 levy of \$11,922,548. The remaining revenues are from user fees, federal & state reimbursements, and the solid waste assessment. The 2020 levy is proposed to be distributed as follows:															
<table style="margin-left: auto; margin-right: auto;"> <tr> <td>Revenue</td> <td style="text-align: right;">\$ 6,521,982</td> </tr> <tr> <td>Road and Bridge</td> <td style="text-align: right;">\$ 1,905,027</td> </tr> <tr> <td>Human Services</td> <td style="text-align: right;">\$ 3,063,400</td> </tr> <tr> <td>Debt</td> <td style="text-align: right;">\$ 367,139</td> </tr> <tr> <td>Solid Waste</td> <td style="text-align: right;">\$ 65,000</td> </tr> <tr> <td colspan="2"><hr/></td> </tr> <tr> <td>Total Final Gross Levy</td> <td style="text-align: right;">\$ 11,922,548</td> </tr> </table>		Revenue	\$ 6,521,982	Road and Bridge	\$ 1,905,027	Human Services	\$ 3,063,400	Debt	\$ 367,139	Solid Waste	\$ 65,000	<hr/>		Total Final Gross Levy	\$ 11,922,548
Revenue	\$ 6,521,982														
Road and Bridge	\$ 1,905,027														
Human Services	\$ 3,063,400														
Debt	\$ 367,139														
Solid Waste	\$ 65,000														
<hr/>															
Total Final Gross Levy	\$ 11,922,548														
If the E911 Equipment expense is deferred and the levy set at 3.5%, the General Revenue Fund would put \$57,325 into reserves.															
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	None														

Budget Information

FUNDING:	These actions set the 2020 final budget and levy for the County.
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Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Was not submitted for review	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: None

**RESOLUTION 19-17-46
ADOPTING FINAL SWIFT COUNTY
2020 BUDGET & LEVY**

Motion by Commissioner _____

Seconded by Commissioner _____

WHEREAS, pursuant to statute and rule of the Minnesota Department of Revenue, the County's 2020 Final Budget and Levy must be adopted by December 31, 2019; and

WHEREAS, the Swift County Board of Commissioner held its Truth-In-Taxation Public Hearing on December 3, 2019 at 6:00 pm in the Law Enforcement Center.

NOW, THEREFORE BE IT RESOLVED that the Swift County Board of Commissioners hereby adopts its 2020 final budget, dated December 17, 2019 and attached hereto as Appendix A revenues of \$23,851,937 and expenditures of \$23,934,686.

BE IT FURTHER RESOLVED that the 2020 levy be set as follows:

Revenue	\$ 6,521,982
Road and Bridge	\$ 1,905,027
Human Services	\$ 3,063,400
Debt	\$ 367,139
Solid Waste	\$ 65,000
<hr/>	
Total Final Gross Levy	\$ 11,922,548

BE IT FURTHER RESOLVED that the final levy payable in 2020 be set as follows:

Gross Levy	\$ 11,922,548
CPA	\$ 594,280
<hr/>	
Operating Levy	\$ 11,328,268

Adopted on a _____ vote by the Swift County Board of County Commissioners the 17th day of December 2019.

Swift County Board of Commissioners

Gary Hendrickx, Chairman

ATTEST:

Kelsey Baker, County Administrator

Fox _____
P. Peterson _____

Hendrickx _____
Rudningen _____

E. Pederson _____



Request for Board Action

BOARD MEETING DATE:
December 17, 2019

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Administration	REQUESTOR: Kelsey Baker	REQUESTOR PHONE: 320-314-8399
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider setting 2020 Commissioner salaries and schedule of per diem	
AGENDA YOU ARE REQUESTING TIME ON: Other Business	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: The Board is required to annually set Commissioner salaries and schedule of per diems prior to December 31 st of each year. For 2020 the Commissioner salaries and per diems were set as follows: \$21,222 Commissioner \$21,722 Chair (Commissioner salary plus \$500.00) \$70.00 per meeting (maximum 1 per diem per day) The approved wage increase for the contract that is settled is effectively 2.5% for 2020.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	None

Budget Information

FUNDING: This increase is planned in the 2019 budget
--

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Was not submitted for review	RECOMMENDATIONS: Review and take an action
COMMENTS: n/a	COMMENTS: None

Swift County Board of Commissioners
2020 Work Plan

Jan 7, 2020 – 9:00 AM

- Organizational Meeting
 - Board Appointments
 - Commissioners
 - Advisory
 - Appointment to Ditch Boards
 - Set 2020 Elected Officials Salary
 - Appointment of Coroner
 - Set 2020 Bounties
 - Set 2020 mileage reimbursement rate
 - Designate newspaper for publications

Jan 21, 2020 – 9:00 AM

- Building Committee – Work Session

Feb 4, 2020 – 9:00 AM

Feb 18, 2020 – 9:00 AM

- 4th Quarter 2016 Treasurer Report
- 4th Quarter 2016 Executive Departmental Budget Report
- County Attorney Report
- Sheriff Report

Mar 3, 2020 – 9:00 AM

- Discuss Wheelage Tax

Mar 17, 2020 – 9:00 AM

- Consider taking action for 2020 Wheelage Tax
- Set Road Tour

Apr 7, 2020 – 9:00 AM

- Human Services Work Session

Apr 19, 2020 – 9:00 AM

- 1st Quarter 2020 Treasurer Report
- 1st Quarter 2020 Executive Departmental Budget Report
- County Attorney Report
- Sheriff Report

May 5, 2020 – 9:00 AM

- 2020 Initial Budget Workshop

May 19, 2020 – 9:00 AM

June 2, 2020 – 9:00 AM

June 16, 2020 – 5:00 PM with Swift County Board of Assessment and Equalization running until at least 7:00 PM

July 7, 2020 – 9:00 AM

- HRA 2020 preliminary budget and Levy Request
- RDA 2020 preliminary budget and Levy Request

July 21, 2020 – 9:00 AM

- 2nd Quarter 2020 Treasurer Report
- 2nd Quarter 2020 Executive Departmental Budget Report
- County Attorney Report
- Sheriff Report

Aug 4, 2020 – 9:00 AM

- Review 2020 Department Budget Requests

Aug 18, 2020 – 9:00 AM

Sept 1, 2020 – 9:00 AM

- Last Regular meeting to set 2020 HRA and RDA Levies and Preliminary Budgets

Sept 15, 2020 – 9:00 AM

- Review Ditch Assessments
- Last Regular meeting to set 2020 County Levy and Preliminary Budget
- Set TNT Meeting Date

Oct 6, 2020 – 9:00 AM

- Approve Ditch Assessments
- Human Services Work Session

Oct 13, 2020 – 9:00 AM

- 3rd Quarter 2020 Treasurer Report
- 3rd Quarter 2020 Executive Departmental Budget Report
- County Attorney Report
- Sheriff Report

Nov 3, 2020 – 9:00 AM

Nov 17, 2020 – 9:00 AM

Dec 1, 2020 – Starts at 5:00 PM with TNT Hearing no earlier than 6:00 PM

- TNT Hearing

Dec 15, 2020 – 9:00 AM

- Set 2020 County Commissioners compensation
- Last Regular meeting to set 2020 County Final Levy and Final Budget

- Last Regular meeting to set 2020 HRA and RDA Final Levies and Final Budgets

Dec 31, 2020 – 9:00 AM

- 2020 Reallocation Requests
- 2020 Final Disbursements
- Administrator's Review

2020 JOINT COUNTY DITCH BOARDS

JOINT COUNTY DITCH BOARDS				
JOINT COUNTY DITCH BOARD	REPRESENTATIVE	DAY OF MEETING	MEETING TIME	PLACE
JT CO DITCH NO. 2 (S & S)	Hendrickx			
	Fox			
JT CO DITCH NO. 3 (C & S)	Pederson			
	Fox			
JT CO DITCH NO. 4 (S & P)	Peterson			
	Hendrickx			
	Rudningen			
JT CO DITCH NO. 6 (C & S)	Peterson			
	Fox			
JT CO DITCH NO. 8 (C & S)	Fox			
	Rudningen			
JT CO DITCH NO. 9 (S, S, & P)	Rudningen			
	Fox			
JT CO DITCH NO. 18 (S,K, & C)	Fox			
	Pederson			
	Hendrickx			
LAT B OF JT CO DITCH NO. 18 (S & C)	Fox			
	Pederson			
	Hendrickx			
LAT C OF JT CO DITCH NO. 18 (S,K,&C)	Fox			
	Pederson			
	Hendrickx			
JT CO DITCH NO. 19 (S & K)	Hendrickx			
	Peterson			
	Rudningen			
	Fox			
JT CO DITCH NO. 21 (S, K, & C)	Hendrickx			
	Peterson			
	Rudningen			
JT CO DITCH NO. 22 (S, K & C)	Hendrickx			
	Rudningen			

Appointments made by the County Board

Swift County Board Appointments

Board/Committee/Commission	Appointment	Board District	Start Year	Current Term Ends
SCBH Board of Directors	Patty Schreck	3	2009	12/31/2021
	Joe Fox	4	2010	12/31/2019
	Richard Horecka, MD	3	2013	12/31/2019
	Brian Samuelson	2	2008	12/31/2020
	Tom Anderson		2016	12/31/2018
	Jill Hedman	2014?		12/31/2019
	Pat Langan		2016	12/31/2020
	Grant Herfindahl		2019	1/1/2021
Swift County Extension Committee	Adult Members			
	Earl Molden	4	2017	12/31/2019
	Polly Johnson	2	2014	12/31/2019
	Jess & Tammy Berge	5	2015	12/31/2020
	Cindy Evenson	4	2018	12/31/2020
	Matt Mattheisen	3	2013	12/31/2021
	Tim & Erin Nagler - to be appoi	4	2019	12/31/2021
	Youth Members			
	Madeline Giese	1	2018	12/31/2019
	Zander Hoffman - to be appoint	3	2019	12/31/2020
Swift County HRA * Denotes Section 8 member	* Karla Schmidt	1	2010	12/31/2021
	Julie Commerford		2012	12/31/2022
	Jessy Engelke		2018	12/31/2023
	Pete Peterson	3	2006	1/31/2017
	Deb Kneisl	4	2018	12/31/2023
	Sue Hauer	5	2013	12/31/2023
	Lindsey Bruer	1	2013	12/31/2023
	Swift County RDA	Jon Panzer	1	Second
Heidi Gandsey		2	Pre	12/31/2019
Terri Barrett		5	First	12/31/2019
Ed Pederson		2	First	12/31/2018
Eric Carlson		2	First	12/31/2020
Stephanie Heinzig		3	First	12/31/2020
Richard Molenaar		5	First	12/31/2018
Tom Walsh		4	First	12/31/2020
Swift County Planning Commission * Denotes BOA members	* John Gorres	4	2002	12/31/2015
	* Paul Ahrndt	4	2009	12/31/2015
	* Bruce Felt	5	2001	12/31/2016
	* Tom Walsh	4	2002	12/31/2016
	* Joe Carruth	4	2015	12/31/2018
	Eric Rudningen	5	2015	12/31/2018
	Roger Schmidt	4	2015	12/31/2018

2020 BOARD REPRESENTATION

COMMITTEE/GROUP	REPRESENTATIVE	DAY OF MEETING	MEETING TIME	PLACE
BOARD COMMITTEES:				
Policy Committee	Peterson Rudningen	As needed	10:30 a.m.	Board Room
Technology Committee	Rudningen	4th Friday	9:00 a.m.	Administration
Personnel Committee	Hendrickx Rudningen	As needed	10:00 a.m.	Board Room
Solid Waste Committee	Peterson Fox	As needed	9:00 a.m.	Environ Ser.
Building Committee	Hendrickx Rudningen	As needed	9:00 a.m.	Board Room
Health Insurance Committee	Hendrickx Rudningen	As needed		
Well-being Committee	Fox Rudningen	As needed		
ADVISORY COMMITTEES:				
Appleton Park Board	Hendrickx			
Revolving Loan Fund	Entire Board			
Extension Committee	Pederson Rudningen	4th Wednesday	Quarterly Jan, April, July, Oct	
RDA/GROW Boards	Pederson Peterson/Alternate	3rd Thursday		
Swift County Law Library	Peterson			
Planning Commission	Rudningen			
Prairie V CAC Board	Peterson	4th Monday	10:00 a.m.	Montevideo
Prairie Lakes Detention Bd	Rudningen Peterson/Alternate	3rd Wednesday	9:00 a.m.	
SCEMO	Peterson Rudningen	bi-monthly		
Swift County DAC Board	Pederson	3rd Wednesday	12:00 Noon	

2020 BOARD REPRESENTATION

COMMITTEE/GROUP	REPRESENTATIVE	DAY OF MEETING	MEETING TIME	PLACE
Upper Mn Val Reg Dev Com	Hendrickx	4th Tuesdays	Evenings	
Water Planning Committee	Pederson			
Jobs Training/Private Ind.Co	Fox		Quarterly	
Pioneerland Library System	Rudningen	3rd Thursday	Quarterly	
Safety	Pederson			
Historical Society	Pederson	4th Thursday		
Countryside Public Health	Peterson	2nd Wednesday	Monthly	Montevideo
West Minn Revolving Loan	Fox			
Swift Falls Park Board	Rudningen			
SW Mental Health Bd	Fox			
RIDES Advisory Council	Peterson			
Region 6W FEMA Board	Peterson		Annually	
Chippewa River Watershed	Fox	3rd Friday	Monthly	
Pomme de Terre Watershed	Fox	2nd Friday		
Hospital Government Group	Pederson Peterson	As needed - 2 or 3 times a year		
Glacial Trail Scenic Biway	Rudningen	4th Monday		
Woodland Centers	Hendrickx Fox	2nd Thursday		
HRA Board	Peterson			
Joint Engineer Committee	Peterson Rudningen	As needed		
SWCD	Pederson	2nd Thursday	8AM	Benson
Restorative Justice	Fox	2nd Tuesday		
Sheriff's Task Force	Pederson Peterson			
Swift County Benson Hospital	Fox			

2020 BOARD REPRESENTATION

COMMITTEE/GROUP	REPRESENTATIVE	DAY OF MEETING	MEETING TIME	PLACE
C 6 Drug Task Force	Rudningen			
Prairie Waters Tourism	Hendrickx			
RDA Loan Committee	Pederson			
6W Corrections	Hendrickx	1st Thursday		
	Peterson			
Radio Board	Rudningen			
	Peterson/Alternate			
Nurse Family Partnership	Peterson	Quarterly 2nd Monday		
		1,4,7,10		
Southern Prairie Community Care	Hendrickx	4th Friday		
	Fox Alternate			
MN Public Sector Collaborative	Rudningen	Quarterly		

December 12, 2019

Kelsey Baker, Swift County Administrator Swift County Courthouse
PO Box 207
Benson, MN 56215

Dear Ms. Baker,

The Swift County- Benson Health Services Board of Directors, would like to submit County Commissioner Joe Fox and SCBHS Medical Staff member Dr. Richard Horecka for reappointment to the SCBHS Board of Directors effective January 1, 2020. If reappointed Fox and Horecka would continue to serve as County appointee through 2022.

In addition, they would like to recommend community member Jill Hedman, to fulfill the term vacated by Brian Samuelson, effective January 1, 2020. If appointed Hedman would serve as a County appointee through 2020.

All three appointees are very dedicated to their current position and responsibilities and the Board. Hedman is our Board Treasurer. Fox and Hedman serve on the Finance Committee, Hedman as Chair. Horecka serves on the Strategic Planning/Affiliation Committee and provides valuable insight and knowledge on healthcare from the frontline. All bring a wealth of knowledge and high degree of integrity to the SCBHS Board of Directors.

It is imperative that SCBHS continues with a Board of Directors that is dedicated to delivering the best quality of care in the most cost-effective way, while having an eye on future changes in our community and the healthcare industry. We feel Ms. Hedman, Mr. Fox and Dr. Horecka are well-qualified appointees that will continue to bring great value to the Board. Please consider these recommendations so that they can continue to serve effective January 1, 2020.

Kind regards,



Melissa McGinty-Thompson, CNCO



Dan Enderson, COFO