



Notice & Agenda

Swift County Board of Commissioners

Tuesday, December 18, 2018

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
9:03 a.m.		Consent Agenda
	1-2	(1) Consider approving minutes from the December 5, 2018 Regular Meeting
	3	(2) Consider approving minutes from the December 13, 2018 Work Session Meeting
	4-6	(3) Consider approving solid waste abatement for a parcel
	7-8	(4) Consider approval of Final Payment to Commerford Gravel, Inc. for the 2018 Gravel Processing
	9-59	(5) Consider approving the Annual Human Services Contracts
	60	(6) Consider approving appointment of Extension Committee Members, Tim & Erin Nagler, joint three-year term and Zander Hoffman, two- year term.
9:06 a.m.		Consider Approval of Commissioner warrants and review Auditor warrants reviewed
9:07 a.m.		Commissioner and Board reports
9:26 a.m.		County Administrator Report
9:30 a.m.		Citizens Comments
9:31 a.m.		Ashley Kjos, Woodland Centers Woodland Centers Update
10:00 am.		Catie Lee, Human Services Director
	61	Discussion of Out of Home Placement Report
	62-63	Human Services Fiscal Summary Update
10:15 a.m.		Other Business
	64-66	Consider setting 2019 levy and final budget for Swift County
	67	Consider setting 2019 levy and final budget for the HRA
	68	Consider setting 2019 levy and final budget for the RDA
	69-70	Consider setting 2019 Commissioner salaries and schedule of per diem
	71-72	Discussion on SCBH board appointments
	73-74	Discussion on 2019 board work plan
	75-79	Discussion on 2019 board committee assignments Discuss Building Project
10:35 a.m.		Adjournment

SWIFT COUNTY BOARD MINUTES DECEMBER 5, 2018

Chairman Rudningen called the meeting to order at 5:01 PM with all members present. Also present: County Administrator Kelsey Baker and several members of the staff.

Chairman Rudningen asked if there were any changes or additions to the agenda. No changes or additions were requested.

12-05-18-01 Commissioner E. Pederson moved and Commissioner P. Peterson seconded to approve the agenda. Motion carried unanimously.

12-05-18-02 Commissioner Hendrickx moved and Commissioner Fox seconded to approve the Consent Agenda items: (1) Approval of Minutes from the November 20, 2018 (2) Approval of the Solar Energy Ordinance, (3) Approval of Annual Human Services Contracts, (4) Approval of the GeoComm Dispatch Map Migration Contract, (5) Approval of signing the Resolution for Bridge replacement projects S.A.P. 076-598-012 and S.A.P. 076-599-041 to Riley Brothers construction Inc. Motion carried unanimously.

12-05-18-03 Commissioner Fox moved and Commissioner Hendrickx seconded to approve the Commissioner warrants as follows: County General Revenue, \$45,785.11; Solid Waste Fund, \$21,900.37; Road and Bridge, \$15,183.25; County Ditches Fund, \$16,900.31; County Health Insurance, \$765.00; Region 6 West Agency, \$20,602.08; Townships & Cities Agency, \$661,437.45; Rural Development Agency, \$26,802.32; which includes the following bills over \$2,000: Commerford Gravel Inc., \$6,216.00; Election Systems & Software Inc., \$8,441.07; Geyer Recycling, \$5,980.00; Heiling Construction Inc., \$13,446.00; Life Insurance Company of North America, \$5,928.04; Sun Life Financial, \$4,993.97; Swift County DAC, \$2,142.50; Swift County HRA, \$24,869.23; Swift County RDA, \$26,802.32; Treasurer, Appleton Township, \$18,815.42; Treasurer, Benson Township, \$21,538.12; Treasurer, Camp Lake Township, \$25,281.79; Treasurer, Cashel Township, \$31,808.40; Treasurer, City of Appleton, \$16,144.52; Treasurer, City of Benson, \$59,894.06; Treasurer, City of Clontarf, \$7,731.31; Treasurer, City of Danvers, \$9,195.19; Treasurer, City of DeGraff, \$2,315.84; Treasurer, City of Holloway, \$4,768.29; Treasurer, City of Kerkhoven, \$10,808.70; Treasurer, City of Murdock, \$4,269.71; Treasurer, Clontarf Township, \$16,701.15; Treasurer, Dublin Township, \$34,616.46; Treasurer, Edison Township, \$21,154.14; Treasurer, Fairfield Township, \$18,446.56; Treasurer, Hayes Township, \$28,231.74; Treasurer, Hegbert Township, \$26,368.54; Treasurer, Kerkhoven Township, \$24,309.38; Treasurer, Kildare Township, \$29,119.51; Treasurer, Marysland Township, \$22,535.24; Treasurer, Moyer Township, \$20,377.35; Treasurer, Pillsbury Township, \$28,345.61; Treasurer, Shible Township, \$15,385.01; Treasurer, Six Mile Grove Township, \$13,220.20; Treasurer, Swenoda Township, \$35,894.98; Treasurer, Tara Township, \$26,144.55; Treasurer, Torning Township, \$23,657.39; Treasurer, West Bank Township, \$40,197.06; Upper MN River Watershed District, \$7,010.27; Upper MN Valley RDC, \$20,602.08; Van Heuveln General Contracting Inc., \$2,615.00; Waste Management of Northern Minnesota, \$11,949.09; Yellow Medicine County Jail, \$4,410.00. Motion carried unanimously.

Board and Committee Reports were given as follows: Commissioner P. Peterson reported on Prairie Five Council, Demolition Committee, Policy Committee and HRA. Commissioner Hendrickx reported on Southern Prairie, RDC, AMC Annual Conference and Demolition Committee. Commissioner Fox reported on the Hospital Finance Committee. Commissioner E. Pederson reported on DAC, Extension meeting and Swift County Historical Society. Chairman Rudningen reported on Prairie Lakes Youth, Extension meeting and AMC Annual Conference.

Administrator Baker reported on AMC Annual Conference, Performance Base Pay meeting, Open House on Building projects in Appleton and Kerkhoven, Bond with Riverview, Speaking at the newly Elected

Commissioners School in January, Policy meeting and the Broadband Blandin Community Grant.

Chairman Rudningen asked for citizen's comments at 5:31 PM. There were none.

Administrator Baker requested approval of the appointment of Mike Wirth to the Deputy Assessor position as of December 10, 2018.

12-05-18-04 Commissioner Fox moved and Commissioner P. Peterson seconded to approve the appointment of Mike Wirth to the Deputy Assessor position as of December 10, 2018. Motion carried unanimously.

Discussed Appleton Demolition project and requested Administer Baker to look at working with Yellow Medicine County and working on pricing.

Recess at 5:55 PM.

Back in Session at 6:07 PM.

Chair Rudningen opened the Truth-in-Taxation Hearing at 6:07 PM. with all members present. Also present: County Administrator Kelsey Baker and several members of the staff.

Administrator Baker presented the 2019 Final Levy and Budget overview presentation. Several questions were asked and a lengthy discussion was held.

12-05-18-05 Commissioner P. Peterson moved and Commissioner E. Pederson seconded to close the Truth-in-Taxation Hearing at 6:42 PM. Motion carried unanimously.

12-05-18-06 Commissioner P. Peterson moved and Commissioner E. Pederson seconded to adjourn. Motion carried unanimously.

Meeting adjourned at 6:43 PM.

WITNESSED:

Eric Rudningen, Chair

ATTEST:

Kelsey Baker, County Administrator

SWIFT COUNTY BOARD WORK SESSION MINUTES
December 13, 2018

Chairman Rudningen called the meeting to order at 6:00 PM. with all members present. Also in attendance were County Administrator Kelsey Baker, Vicki Syverson, John Holtz, Catie Lee, other county staff and several others from the general public.

Sheriff Holtz presented on the Jail Study results. Several questions were asked and a lengthy discussion was held.

Kelsey Baker presented the building options recommended by the Swift County Building Committee. Several questions were asked and a lengthy discussion was held.

Kim Saterbak discussed Finance options. A discussion was held.

Citizen comments were at 6:45 PM. Comments were voiced and also discussion was held throughout the meeting.

The board took no actions at the meeting.

11-01-18-Work Session Commissioner P. Peterson moved and Commissioner E. Pederson seconded to adjourn. Motion carried unanimously.

Work Session adjourned at 7:31 PM

WITNESSED:

Eric Rudningen, Chair

ATTEST:

Kelsey Baker, County Administrator



Request for Board Action

BOARD MEETING DATE:
December 18, 2018

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Auditor	REQUESTOR: Kim Saterbak	REQUESTOR PHONE: 320-843-6108
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving solid waste abatement for a parcel	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? no
IS THIS MANDATED? yes	EXPLANATION OF MANDATE: Board review and approval for abatement
BACKGROUND/JUSTIFICATION: Parcel #23-0244-000 has requested an abatement for the property tax payable years of 2018. The assessed value of the garage is \$14,100. This parcel is adjacent to the parcel containing his current home (PID #23-0251-000, which does have a solid waste assessment.	
PREVIOUS ACTION ON REQUEST Click here to enter text. / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS:	RECOMMENDATIONS: Click here to enter text.
COMMENTS: None	COMMENTS: None

Board Action

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



SOLID WASTE ABATEMENT REQUEST

TO: Swift County Board of Commissioners

RE: Solid Waste Abatement

I, hereby, request that the Solid Waste Assessment on the following parcel be abated for the following reason(s).

PARCEL #: 23 - 0244 - 000

REASON FOR ABATEMENT:

Property is next to my property with
house Jan. already pay assessment for
garage on that lot.
lot in question has garage on only
no house

Ronald Neri
Signature

12-5-18
Date

APPROVED

DENIED

Swift County Board Chairman

Date

ATTEST:

Clerk of the Board



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Request for Board Action

BOARD MEETING DATE:
December 18th, 2018

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 Approval of Final Payment to Commerford Gravel, Inc. for the 2018 Gravel Processing.	
AGENDA YOU ARE REQUESTING TIME ON: December 18 th , 2018	ARE YOU SEEKING APPROVAL OF A CONTRACT? no
IS THIS MANDATED? yes	EXPLANATION OF MANDATE: State Required Board Approval for Final payment.
BACKGROUND/JUSTIFICATION: Commerford Gravel, Inc. has finished the 2018 gravel processing and has requested final payment.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	none

Budget Information

FUNDING:	State, Federal & County
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Review/Recommendation

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

Board Action

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

**RESOLUTION TO APPROVE FINAL PAYMENT
FOR COUNTY-WIDE GRAVEL PROCESSING**

Motion by Commissioner _____ Seconded by Commissioner _____

WHEREAS, County-Wide gravel processing has in all things been completed for the year 2018 and the County Board being fully advised in the premises.

NOW THEN BE IT RESOLVED, that the Board hereby accepts said completed project for and in behalf of the County of Swift and authorizes final payment in the amount of \$6,583.82 to Commerford Gravel, Inc. for the final contract amount of \$131,676.30.

Dated at Benson, Minnesota this 18th day of December, 2018.

Swift County Board of Commissioners

Eric Rudningen, Chairman

ATTEST:

Kelsey Baker - Clerk of the Board

Fox ___
P. Peterson ___

Hendrickx ___
Rudningen ___

E. Pederson ___



Request for Board Action

BOARD MEETING DATE:
December 18, 2018

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
State of Minnesota Department of Human Services County Grant Contract	Children's Mental Health Respite Grant	1/1/19-12/31/20	Decrease in grant amount from \$20,000 to \$13,491.07 (more applied that funds were allotted)
Southwest MN Regional Minnesota Family Investment Program/Diversionary Work Program	MFIP DWP	1/1/19-12/31/20	14.64% increase in cost
Swift County-Benson Health Services	Mental Health Transport	1/1/19-12/31/19	No Change
Cynthia Koll Tengwall	In-home Skills Services	9/1/18-12/31/19	New Contract – Standard rate
Heartland Girls Ranch	Host County Contract	1/1/19-12/31/19	No change in \$ to Swift County
Someplace Safe	Parenting Time Supervision Center	1/1/19-12/31/19	No Change
The contracts are located in the drop box for your review			
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?		Click here to enter text.	

Budget Information

FUNDING: Annual Budget

Review/Recommendation

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

Click here to enter text.	
COMMENTS: n/a	COMMENTS: Click here to enter text.

State of Minnesota Department of Human Services COUNTY Grant Contract

THIS CONTRACT, and amendments and supplements thereto, is between the State of Minnesota, acting through its Department of Human Services, the Division of Behavioral Health (the "STATE"), and Swift COUNTY Human Services, 410 21st Street South, PO Box 208, Benson, MN 56215, an independent contractor, not an employee of the State of Minnesota (the "GRANTEE").

Under Minnesota Statutes §§ 15.061 and 256.01, subd. 2, the STATE is empowered to enter into contracts to provide services and engage such assistance as deemed necessary to carry out its mission.

STATE is permitted to share information with GRANTEE in accordance with Minnesota Statutes, section 13.46.

The STATE is in need of the following services: Children's Mental Health Respite Care Services.

The GRANTEE represents that it is duly qualified and agrees to perform all services described in this contract to the satisfaction of the STATE.

NOW, THEREFORE, it is agreed:

1. GRANTEE'S DUTIES.

(a.) Design and provide planned and/or emergency children's mental health respite care services for eligible children and families. Respite care is short term care provided as a relief to person providing care or as a means of avoiding out of home placement. A child and family are eligible for this service is the child has an emotional disturbance, with or without a case manager. These services will include traditional and/or non-traditional children's mental health respite services. Traditional services can include hourly or overnight stays in a licensed foster home or with a qualified and approved family member or friend. Non-traditional services are innovative in nature. With funds provided through non-traditional services, the counties or tribes determine with the family methods to reduce family stress and decrease likelihood of out-of-home placement. To be eligible for these services, the child must be experiencing emotional disturbance. The child and their families and caregivers can or cannot have a case manager.

(b.) Meet periodically with STATE's authorized representative or their successor at Swift County and/or virtually. The purpose of the periodic meetings will be to review implementation approaches, strategies and work plan and for the STATE to provide technical assistance and training to ensure the successful operationalization of children's mental health respite services. The frequency of meetings will be determined based upon need of both the GRANTEE, State and on an ongoing basis.

(c.) Provide STATE with information related to all children and families that receive children's mental health respite care services. Minimally the GRANTEE will track and report the following outcomes:

Contract # 150330

- Number of children served
- Number of families served
- Age of each child
- Number of Hourly stays (including number of hours)
- Number of overnight stays
- Identify if children's mental health respite services provided are traditional or non-traditional

For those children that Swift County provides mental health targeted case management, respite care need(s) will be documented in the individual family community support plan (IFCSP). For children that do not receive children's mental health targeted case management, and for which the need for respite care emerges, other relevant documentation will be provided by Swift County to document the need for respite care.

(d.) Participate in DHS mandated grant meetings with counties and the State of Minnesota's Behavioral Health Division up to two times/year, times and location to be determined by STATE.

Purpose of DHS mandated grant meetings:

- Enhance delivery of children's mental health respite services
- Contractual oversight
- Share insight gained (post-implementation) of any gaps in service delivery
- Provide success stories to demonstrate efficacy/need for children's mental health respite services
- Participate in a learning community/community of practice between DHS, counties, tribes

2. CONSIDERATION AND TERMS OF PAYMENT.

2.1 Consideration. Consideration for all services performed and goods or materials supplied by GRANTEE pursuant to this grant shall be paid by the STATE as follows:

(a) Compensation. The GRANTEE will be paid as follows: GRANTEE will be paid in accordance with Attachment A, Budget, which is attached and incorporated into this grant contract.

(b) Reimbursement. Reimbursement for travel and subsistence expenses actually and necessarily incurred by COUNTY in performance of this contract in an amount not to exceed **thirteen thousand four hundred ninety one dollars and seven cents (\$13,491.07)**; provided, that COUNTY will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than is provided in the current "Commissioner's Plan", promulgated by the Commissioner of Minnesota Management and Budget, which is incorporated by reference. COUNTY will not be reimbursed for travel and subsistence expense incurred outside the State of Minnesota unless it has received STATE'S prior written approval for such out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) Total Obligation. The total obligation of the STATE for all compensation and reimbursements to COUNTY will not exceed **thirteen thousand four hundred ninety one dollars and seven cents (\$13,491.07)**.

Contract # 150330

(d) (If applicable.) For compensation payable under this contract, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.

2.2 Payment.

(a) Invoices. The STATE will promptly pay the GRANTEE after the GRANTEE presents itemized invoices for services performed and the STATE'S authorized representative accepts the invoiced services. Invoices will be submitted timely, in a form prescribed by the STATE and according to following quarterly invoice schedule:

Invoice Due By	For Service Period	Quarterly Progress Report
April 15, 2019	January 1, 2019 – March 31, 2019	Due April 30, 2019
July 15, 2019	April 1, 2019 – June 30, 2019	Due July 31, 2019
October 15, 2019	July 1, 2019-September 30, 2019	Due October 31, 2019
January 15, 2019	October 1, 2019-December 31, 2019	Due January 31, 2020

Any overrun on the line items, with the exception of Salaries and Fringe, in the STATE approved budget that exceeds ten percent (10%) of the grant award requires prior approval from the STATE and must include budget justification. Any overrun on Salaries and Fringe line items requires prior approval from the STATE. Notwithstanding Clause 9 (amendments to grants) of this contract, the revisions can be done on a budget revision form which is available from the STATE. Amendments are required when adding a budget line item, extending the end date, or increasing the total grant award, pursuant to Clause 9 of this contract.

3. Conditions of Payment. All services provided by GRANTEE pursuant to this grant contract shall be performed to the satisfaction of the STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. GRANTEE shall not receive payment for work found by the STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

4. PAYMENT RECOUPMENT. The GRANTEE must reimburse the STATE upon demand or the STATE may deduct from future payments under this grant any amounts paid by the STATE, under this or any previous grant, for which invoices and progress reports have not been received, or for which the GRANTEE'S books, records or other documents are not sufficient to clearly substantiate that those amounts were used by the GRANTEE to perform grant services.

5. TERMS OF CONTRACT. This grant shall be effective on January 1, 2019, or upon the date that the final required signature is obtained by the STATE, pursuant to Minnesota Statutes, section 16C.05, subdivision 2, whichever occurs later, and shall remain in effect through December 31, 2019, or until all obligations set forth in this grant contract have been satisfactorily fulfilled, whichever occurs first. GRANTEE understands that NO work should begin under this grant contract until ALL required signatures have been obtained, and GRANTEE is notified to begin work by the STATE'S Authorized

Representative. The GRANTEE shall have a continuing obligation, after said grant period, to comply with the following provisions of grant clauses: 10. Liability; 11. State Audits; 12. Information Privacy and Security; 13. Intellectual Property Rights; and 19. Jurisdiction and Venue.

6. CANCELLATION.

6.1. For Cause or Convenience. This grant contract may be canceled by the STATE or GRANTEE at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, GRANTEE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. The STATE has the right to suspend or terminate this grant contract immediately when the STATE deems the health or welfare of the service recipients is endangered, when the STATE has reasonable cause to believe that the GRANTEE has breached a material term of the grant contract, or when GRANTEE'S non-compliance with the terms of the grant contract may jeopardize federal financial participation.

6.2. Insufficient Funds. The STATE may immediately terminate this grant contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written or fax notice to the GRANTEE. The STATE is not obligated to pay for any services that are provided after notice and effective date of termination. However, the GRANTEE will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The STATE will not be assessed any penalty if the grant contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The STATE must provide the GRANTEE notice of the lack of funding within a reasonable time of the STATE's receiving that notice.

6.3. Breach. Notwithstanding clause 6.1., upon STATE's knowledge of a curable material breach of the grant contract by GRANTEE, STATE shall provide GRANTEE written notice of the breach and ten (10) days to cure the breach. If GRANTEE does not cure the breach within the time allowed, GRANTEE will be in default of this grant contract and STATE may cancel the grant contract immediately thereafter. If GRANTEE has breached a material term of this grant contract and cure is not possible, STATE may immediately terminate this grant contract.

7. AUTHORIZED REPRESENTATIVES, RESPONSIBLE AUTHORITY, and PROJECT MANAGER.

7. Authorized Representatives and Responsible Authority.

7.1 State. The STATE'S authorized representative is Diane M. Marshall, Division of Behavioral Health, 651-431-2328, Children's Mental Health Consultant, or successor, who has the responsibility to monitor

the GRANTEE'S performance and the authority to accept the services provided under this contract. If the services are satisfactory, the STATE'S Authorized Representative will certify acceptance on each invoice submitted for payment.

7.2 GRANTEE. The GRANTEE'S Authorized Representative is Catherine Lee, Director, 320-843-6301 or successor. If the GRANTEE'S Authorized Representative changes at any time during this contract, the GRANTEE must immediately notify STATE.

7.3. Project Manager. The STATE'S project manager for this grant contract is Diane Marshall phone number: 651-431-2328 or her successor.

8. ASSIGNMENT. GRANTEE shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the STATE.

9. AMENDMENTS. Any amendments to this grant contract shall be in writing, and shall be executed by the same parties who executed the original grant contract, or their successors in office.

10. LIABILITY. To the extent provided for in Minnesota Statutes, section 466.01 to 466.15, the GRANTEE agrees to be responsible for any and all claims or causes of action arising from the performance of this grant by GRANTEE or GRANTEE'S agents or employees. This clause shall not be construed to bar any legal remedies GRANTEE may have for the STATE'S failure to fulfill its obligations pursuant to this grant.

11. STATE AUDITS. Under Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the GRANTEE and its employees, agents, or subcontractors relevant to this grant contract shall be made available and subject to examination by the STATE, including the contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum of six years from the end of this grant contract.

12. INFORMATION PRIVACY AND SECURITY.

- A. It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, (the "Data Practices Act") as "not public data" on individuals to GRANTEE under this Contract. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. Minn. Stat. § 13.02, subd. 8a.
- B. It is expressly agreed that GRANTEE will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, GRANTEE is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this grant contract. Therefore, GRANTEE is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this

grant contract. If GRANTEE has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this grant contract, GRANTEE will be responsible for its own compliance.

13. Intellectual Property Rights.

Definitions. Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the GRANTEE, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the grant contract. Works includes "Documents." Documents are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the GRANTEE, its employees, agents, or subcontractors, in the performance of this grant contract.

Ownership. The STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this grant contract. The Works and Documents will be the exclusive property of the STATE and all such Works and Documents must be immediately returned to the STATE by the GRANTEE upon completion or cancellation of this grant contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." If using STATE data, GRANTEE must cite the data, or make clear by referencing that STATE is the source.

Responsibilities.

Notification. Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by the GRANTEE, including its employees and subcontractors, and are created and paid for under this grant contract, the GRANTEE will immediately give the STATE'S Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. The GRANTEE will assign all right, title, and interest it may have in the Works and the Documents to the STATE.

Filing and recording of ownership interests. The GRANTEE must, at the request of the STATE, execute all papers and perform all other acts necessary to transfer or record the STATE'S ownership interest in the Works and Documents created and paid for under this grant contract. The GRANTEE must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of the STATE, and that neither GRANTEE nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.

Duty not to Infringe on intellectual property rights of others. The GRANTEE represents and warrants that the Works and Documents created and paid for under this grant contract do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause

10, the GRANTEE will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the STATE, at the GRANTEE'S expense, from any action or claim brought against the STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. The GRANTEE will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the GRANTEE'S or the STATE'S opinion is likely to arise, the GRANTEE must, at the STATE'S discretion, either procure for the STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the STATE will be in addition to and not exclusive of other remedies provided by law.

14. AFFIRMATIVE ACTION and NON-DISCRIMINATION

Affirmative Action. GRANTEE is encouraged to prepare and implement an Affirmative Action plan for the employment of qualified minority persons, women and persons with disabilities, and to submit the plan to the Commissioner of Human Rights, in accordance with Minnesota Statutes, section 363A.36.

Non-Discrimination.

14.1. The GRANTEE agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified. Minnesota Statutes, section 363A.02. GRANTEE agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.

14.2. The GRANTEE must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The GRANTEE agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Minnesota Rules, part 5000.3550

14.3. GRANTEE agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

Notification to employees and other affected parties. The GRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices will state the rights of applicants and employees, and GRANTEE'S obligation under the law to take affirmative action to employ and advance in employment qualified minority persons, women, and persons with disabilities.

The GRANTEE will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the GRANTEE is bound by the terms of Minnesota Statutes, section 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment minority persons, women, and persons with physical and mental disabilities.

Compliance with Department of Human Rights Statutes. In the event of GRANTEE's noncompliance with the provisions of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes, section 363A.36, and the rules and relevant orders issued pursuant to the Minnesota Human Rights Act.

15. WORKERS' COMPENSATION. The GRANTEE certifies that it is in compliance with Minnesota Statute, section 176.181, subdivision 2, pertaining to workers' compensation insurance coverage. The GRANTEE'S employees and agents will not be considered employees of the STATE. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE'S obligation or responsibility.

16. VOTER REGISTRATION REQUIREMENT. GRANTEE certifies that it will comply with Minnesota Statutes, section 201.162 by providing voter registration services for its employees and for the public served by the GRANTEE.

17. OWNERSHIP OF EQUIPMENT. The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to the STATE or to an eligible non-STATE party named by the STATE. This right will normally be exercised by the STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

18. FEDERAL AUDIT REQUIREMENTS AND GRANTEE DEBARMENT INFORMATION.

FEDERAL AUDIT REQUIREMENTS AND GRANTEE DEBARMENT INFORMATION. GRANTEE certifies it will comply with the Single Audit Act, and Code of Federal Regulations, title 2, subtitle A, chapter II, part 200, as applicable. All sub-recipients receiving \$750,000 or more of federal assistance in a fiscal year will obtain a financial and compliance audit made in accordance with the Single Audit Act, or Code of Federal Regulations, title 2, subtitle A, chapter II, part 200, as applicable. Failure to comply with these requirements could result in forfeiture of federal funds.

DEBARMENT BY STATE, ITS DEPARTMENTS, COMMISSIONS, AGENCIES OR POLITICAL SUBDIVISIONS

GRANTEE certifies that neither it nor its principles is presently debarred or suspended by the STATE, or any of its departments, commissions, agencies, or political subdivisions. GRANTEE'S certification is a material representation upon which the grant contract award was based. GRANTEE shall provide immediate written notice to the STATE'S authorized representative if at any time it learns that this

certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNATRY EXCLUSION

Federal money will be used or may potentially be used to pay for all or part of the work under the grant contract, therefore the GRANTEE must certify the following, as required by the regulations implementing Executive Order 12549. GRANTEE'S certification is a material representation upon which the grant contract award was based.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSATIONS

Instructions for Certification

1. By signing and submitting this grant contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this grant contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this grant contract is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this grant contract that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this grant contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this grant contract.

19. JURISDICTION AND VENUE. This grant contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this grant contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

20. WAIVER. If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the STATE's right to enforce it.

21. CONTRACT COMPLETE. This grant contract contains all negotiations and agreements between the STATE and the GRANTEE. No other understanding regarding this grant contract, whether written or oral may be used to bind either party.

22. OTHER PROVISIONS.

22.1. GRANTEE agrees that no religious based counseling shall take place under the auspices of this grant contract.

22.2. If the GRANTEE has an independent audit, a copy of the audit shall be submitted to the STATE.

22.3. Payment to Subcontractors. (If applicable) As required by Minnesota Statutes, section 471.425, the prime GRANTEE must pay all subcontractors, according to the terms of the contract or, if no contract terms apply, within the standard payment period unless the GRANTEE in good faith disputes the obligation. Standard payment period is defined in Minnesota Statutes, section 471.425, subdivision 2.

22.4. Contingency Planning. Within 90 days of the execution of this grant contract, GRANTEE and any subcontractor will have a contingency plan. The contingency plan shall:

- (a) ensure fulfillment of Priority 1 or Priority 2 obligations under this grant contract;
- (b) outline procedures for the activation of the contingency plan upon the occurrence of a governor or commissioner of the Minnesota Department of Health declared health emergency;
- (c) identify an individual as its Emergency Preparedness Response Coordinator (EPRC), the EPRC shall serve as the contact for the STATE with regard to emergency preparedness and response issues, the EPRC shall provide updates to the STATE as the health emergency unfolds;
- (d) outline roles, command structure, decision making processes, and emergency action procedures that will be implemented upon the occurrence of a health emergency;
- (e) provide alternative operating plans for Priority 1 or Priority 2 functions;
- (f) include a procedure for returning to normal operations; and
- (g) be available for inspection upon request.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

(Signature Page Follows)

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

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION
Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05.

By: _____

Date: _____ 12/6/18 _____

Grant No: _____ 150269 _____

2. COUNTY

COUNTY certifies that the appropriate person(s) have executed the contract on behalf of the COUNTY as required by applicable articles, by-laws resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By (with delegated authority): _____

Title: _____

Date: _____

4. STATE AGENCY (if over \$100,000)

By: _____

Title: Assistant Commissioner

Date: _____

Distribution (One fully executed original contract each):

Contracting, Procurement & Legal Compliance
Division

Agency

COUNTY

**SOUTHWEST MN REGIONAL
MINNESOTA FAMILY INVESTMENT PROGRAM/DIVERSIONARY WORK PROGRAM**

**PURCHASE OF SERVICE CONTRACT
JANUARY 1, 2019 – DECEMBER 31, 2020**

The Counties of Big Stone, Chippewa, Lac qui Parle, Swift, Yellow Medicine, SWHHS (Lincoln, Lyon, Murray, Pipestone, Redwood, Rock), Nobles, Des Moines Valley Human Services (Cottonwood & Jackson). Hereinafter referred to as the - “Partnership”

And

Southwest Minnesota Private Industry Council, Inc., 607 W Main St, Marshall, MN 56258, hereinafter referred to as the “Provider”, enter into this Contract for the period of January 1, 2019 to December 31, 2020 regardless of the dates of the contract signatures.

WHEREAS, Partnership, wishes to purchase various employment and training services;

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

WHEREAS, the Partnership has identified persons who are in need of employment and training services and the Partnership wishes to purchase these services from the Provider; and

WHEREAS, the Partnership will provide an opportunity for successful achievement of regional performance outcomes; and

WHEREAS, the Partnership and the Provider, understand and agree that this document serves as a Contract for services purchased;

NOW, THEREFORE, in consideration of the mutual understanding and agreements set forth, the Partnership and the Provider agree as follows:

A. Contract Terms

Partnership's Designated Agents – The County Human Services Directors of (Big Stone, Chippewa, Lac qui Parle, Swift, Yellow Medicine, SWHHS, DVVHS and Nobles) shall be the Partnership's Designated Agents for the purpose of receiving notification under the terms of this Contract.

SW MN PIC: Southwest Minnesota Private Industry Council, Inc. Providers Designated Agent is the SW MN PIC Executive Director for the services described in the current County MFIP Biennial Service Agreement. (Incorporated here by reference)

The Provider will carry out the purposes of Minnesota Statute and Rules Section 13.46.

Fiscal Host – Chippewa County will serve as the Designated Fiscal Host for the Partnership

Contract Period – January 1, 2019 – December 31, 2020

B. Purchase of Services

1. At the request of the Partnership, the Provider will furnish the following MFIP/DWP services as outlined in the current Biennial Service Agreement incorporated here by reference.
 - a. Assessment
 - b. Case Management Services for MFIP/DWP referrals
 - c. Development of Employment Plans
 - d. Job Search
 - e. Support Services
2. The total amount to be paid to the Provider by all counties in the partnership for Purchased Services shall not exceed the partnerships total allocation amount annually for the duration of the Contract, as outlined in Attachment B and updated yearly with the DHS Allocation announcement. Reimbursement to the Provider shall be made on the basis of 100% of actual costs as supported by invoicing and supporting materials.

C. Delivery of Services

Services will customarily be provided to families by the Provider at the Offices of the Provider, at the Partnership locations, or other mutually agreed upon locations. The Partnership will provide use of its office space at no cost to the Provider on an as needed, space-available basis.

1. The Provider will provide services in accordance with Minnesota MFIP Rules and Regulations and in accordance with the type, amount, frequency and duration stated in each individual employment plan. The amount, type, frequency and duration of the Purchased Services shall be directed toward achievement of the performance requirements as outlined in the MFIP/DWP portion of the Biennial Service Plan.
2. The Provider will notify the Partnership's Designated Agents in writing within 5 days whenever the Provider 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 Partnership and the Provider shall determine whether the Contract should be modified or canceled.
3. Nothing in this Contract shall be construed as requiring the Provider to provide services, or the Partnership to continue purchasing services from the Provider for any eligible customer upon cancellation or termination of the Contract.
4. The Provider will provide contract services only to customers identified by the Provider Partnership Counties.
5. In each case Provider shall include the following Purchased Services , including but not limited to:
 - Maintain regular contact with the Partnership's identified contacts;
 - Maintain appropriate documentation required for MAXIS and Workforce One, as well as case files;
 - Provide necessary support services, such as transportation assistance, clothing, child care assistance and other supports to assure that customers can meet goals as outlined in their individual employability plan to meet the work participation requirements;
 - Provide necessary referrals to appropriate professionals (i.e. - mental health; CD treatment, etc.) to help move customers towards self-sufficiency and monitor their progress in such services.

D. Eligibility for Services

1. Each County in the Partnership shall determine which individuals will receive services and make the appropriate referrals to the Provider.
2. The Provider will not charge any program or service fee to an MFIP/DWP customer or family member.
3. If a Partnership County has determined that a customer is no longer eligible to receive services or that services are no longer needed or appropriate, the Partnership County shall notify the Provider within 5 working days of the determination. Further, the Partnership County will notify the customer of the loss of eligibility or termination of services and of the right to appeal that action to the Partnership County.
4. Customer Sanction for Non-compliance: The Provider will notify the Appropriate Partnership County and the MFIP/DWP customer in writing whenever the Provider proposes to issue a Notice of Intent to Sanction. The notice must be sent to the

MFIP/DWP customer at least 10 days prior to the proposed date of sanction and must include the specific grounds for issuing sanction notice. The MFIP/DWP customer has opportunity to resolve the sanction through working with the Provider. All information on the Notice of Intent to Sanction and the steps taken to resolve the sanction must be documented in Workforce One.

E. SW MN PIC Qualifications and Training

The Provider is qualified as of the beginning of the term of this Contract and will remain qualified as an Employment & Training Agency (SW MN Private Industry Council). Employees providing services as listed in this Contract will be classified as a Career Specialist with related education, experience or other qualified personnel delegated to provide the service.

The Provider will use only qualified personnel to provide all services purchased under this Contract. If licensing or certification is a necessary prerequisite for provision of services, the Provider will ensure that personnel and services are properly licensed or certified in accordance with provisions of applicable State Law or Minnesota Rules.

F. Payment for Service

1. The Partnership, through the Fiscal Host, shall reimburse the Provider for services performed pursuant to the Contract and in accordance with the Budget (attachment B).
2. Chippewa County will serve as Fiscal Host and be compensated by the Provider for such services in the amount of \$5,000.
3. The Provider shall submit within 30 working days following the last day of each calendar month, a service voucher or a standard invoice to the Fiscal Host for each Customer who has received Purchased Services during the month. The voucher or invoice shall include the name of the eligible applicant or recipient receiving services, the services provided the type of service, and the support service cost. All vouchers or invoices must be signed by the Provider designated agent.
4. The Provider shall submit a monthly fiscal report to the Fiscal Host setting forth total program and administrative expenditures.
5. The Fiscal Host will only allow claims for services which are specifically provided for in this Contract
6. The Fiscal Host may authorize an advance payment to the Provider as specified by state established guidelines.
7. The Fiscal Host shall reimburse the Provider in the amounts due in accordance with this Contract, within 30 days of the date of the receipt of the invoices, when all invoicing requirements have been met and the invoice total falls within the designated budget amounts. This 30 day period may be extended if financing for the program is terminated or jeopardized, or in the event of any emergency.
8. Partnership Counties shall not be responsible for costs incurred prior to the effective date or subsequent to the termination date of this Contract.

9. Provider will provide Partnership Counties customer and expenditure information upon request.

G. Provider Obligations

1. The Provider will ensure that its accounting system meets fiscal standards established by Governmental Accounting, Auditing, and all mandated financial reporting required by funding source.
2. All records will be maintained by an automated ledger with a clear audit trail to document transactions.
3. The Provider will pay allowable and approved costs for staff services and related expenses on a reimbursement basis to expedite service delivery.
4. The Provider will generate financial reports in sufficient detail to monitor financial transactions of the program used to provide the Purchased Services. Reports will include the following:
5. Total funds allocated by Partnership;
6. Total funds spent and/or obligated for customer services, staff and administration.
7. The Provider shall not charge a Program service fee to eligible recipients or applicants, or to any other person, except as stated in this Contract. The only fees to be charged by the Provider for the Purchased Services are those stated in this Contract.
8. The Provider certifies that the Purchased Services are available to eligible customers without cost.
9. The Provider will ensure that all transportation vehicles used by the Provider, to provide necessary transportation for employees or customers, will be properly equipped with safety equipment and devices, including seat belts, and shall be maintained at all times in safe operating conditions and will be covered by liability insurance.

H. FISCAL CONTROLS

1. The Provider will ensure that its books, records, documents and accounting procedures are and will be annually audited according to the standard and generally accepted accounting and auditing procedures, and that all corrective actions recommended by such audits are taken.
2. The Provider will institute fiscal controls as may be established by the Partnership Counties so as to be able to satisfactorily account for all monies spent in conjunction with the Contract.
3. Each Partnership County and the Department of Human Services shall have reasonable access to and the right to examine for audit purposes or otherwise, any books, documents, papers or records of the Provider pertaining to the Provider's performance of the Contract including those related to both fiscal and personnel systems of the Provider. Provider will implement and comply with such remedial action as may be proposed by

the Partnership counties.

4. The Provider shall send to the member counties customer financial reports upon request.
5. The Provider will retain all records pertaining to the MFIP/DWP program for 6 years.

Bonding and Insurance

6. The Provider shall maintain at all times during the terms of this Contract a fidelity blanket bond in the amount of \$200,000 covering the activities of each person authorized to receive or distribute money. If said bond is drawn on or reduced at any time during the term of this Contract, the Provider agrees to secure additional coverage so as to maintain a total of \$200,000 in coverage at all times.
7. The Provider shall maintain at all times, during the terms of this agreement, liability insurance coverage in the amount of \$2,000,000.

I. OTHER RECORDS AND REPORTS

1. The Provider shall maintain program and statistical records as required by any applicable federal and state law or regulation, including but not limited to, a MFIP/DWP Customer Employment Plan and all correspondence related to services provided. The customer case file shall include at a minimum: assessment documents (including the Employability Measurement document), an individualized Employability Development Plan (“EDP”), which includes goals and dates of action steps, description of services to be provided, referrals to other resources, and contact documentation. Both a hard copy file and a Workforce One file will be maintained for each MFIP/DWP Customer.
2. Management Information System: Provider will utilize DEED’s Workforce One Management Information System to report all participant data and activity.
3. The Provider will provide copies of DEED/DHS required information and reports to the Partnership Counties upon request.

J. DATA PRIVACY

1. All data collected, created, received, maintained or disseminated or used for any purpose in the course of the Provider’s performance of this Contract is governed by the Minnesota Data Practices Act, Minnesota Statutes 1984, and Section 13.01 et seq. and any other applicable state statutes and any state rules relating to the program as well as federal statutes and regulations on data privacy.
2. The Provider shall be responsible for the collection, reception, maintenance, dissemination, and use of any data on individuals, and other government data including summary data, pursuant to the Contract.
3. The Partnership Counties shall be the owner of all data collected by the Provider in the performance of this Contract. Upon termination of the Contract, the Provider shall, upon written request of the Partnership Counties, provide all program files and information related to performance of the Contract.

K. INDEMNIFICATION

The Provider shall hold and save the Partnership Counties, their staff, employees, directors, officers, and agents harmless from liability of any nature or kind, including costs and expenses for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by any persons or property resulting in whole or in part from the Providers , its agents', employees', officers', representatives', or directors' performance or failure to perform its obligation set forth in this Contract.

L. AMENDMENTS AND TERMINATION

1. The Partnership may, by written notice, request changes within the scope of this Contract in any one or more of the Purchased Services required to be performed hereunder. The Provider shall agree to make reasonable changes provided such changes do not result in an increase in costs of Purchased Services.
2. If any such change causes an increase or decrease to the Provider in the cost of, or in the time required for such services, the Provider shall promptly notify the Partnership Counties of the nature and amount of such increase or decrease. In the event of any increase, the Provider shall not effect such change until the Partnership has authorized such change in writing and has agreed to finance the increased cost in some manner. Any such modification must first be approved by the Partnership Designees.
3. Unless extended, in writing by a signed contract by both parties, this Contract shall terminate upon the earlier of the following: (I) December 31, 2020 or (II) 30 days after the SW MN Regional Partnership deposits in the mail, certified mail return receipt requested, a notice of its intent to terminate the Contract.
4. This Contract may, at the option of the parties hereto, be extended for an additional one-year term after the final termination date specified in this Contract. Such extension may be made only by written agreement of the Partnership Counties and the Provider.
5. Failure to commence appropriate action to remedy any breach of this Contract within 5 working days of written notification of said breach shall be basis for termination of this Contract by the non-breaching party.
6. Any alteration, modification or variation of this Contract shall be reduced to writing and appended to the Contract, and executed by the parties in the same manner by which this Contract was originally executed.

M. MISCELLANEOUS PROVISIONS

1. All notices required to be given pursuant to this Contract shall be in writing and shall be sufficient when hand delivered or mailed by registered or certified mail, return receipt requested, postage prepaid, to the parties hereof.
2. In the event of any dispute arising out of this Contract, the Provider shall first appeal to the Appropriate Partnership County. If any litigation arises out of the Contract, each party shall be responsible for its own costs and attorneys' fees.

3. It is agreed that the entire Contract of the parties is contained herein and that this Contract supersedes all oral agreements, written agreements, and negotiations between the parties relating to this subject matter. All items referred to in this Contract are incorporated and are deemed to be a part of the Contract without limitation.
4. The provisions of the Contract are severable. If any paragraph, section, subdivision or any part of this Contract is for any reason held to be contrary to law or contrary to any rule or regulation having the force and effect of law, the remaining portions of this Contract shall continue in force and effect at the Partnership's discretion.

N. MANAGEMENT INFORMATION

The Provider will comply with all requirements passed to it from the Partnership relating to the collection and submission of State mandated participant reporting utilizing Workforce One.

AUTHORIZED SIGNATURE PAGE

In witness WHEREOF the following members of the Partnership and Provider have signed the Contract on the dates, written below:

BY: _____
BIG STONE COUNTY AUTHORIZED SIGNATURE _____ Date

BY: _____
CHIPPEWA COUNTY AUTHORIZED SIGNATURE _____ Date

BY: _____
LAC QUI PARLE COUNTY AUTHORIZED SIGNATURE _____ Date

BY: _____
SWIFT COUNTY AUTHORIZED SIGNATURE _____ Date

BY: _____
YELLOW MEDICINE COUNTY AUTHORIZED SIGNATURE _____ Date

BY: _____
SWHHS COUNTY AUTHORIZED SIGNATURE _____ Date
(LINCOLN, LYON, MURRAY, PIPESTONE, REDWOOD, ROCK)

BY: _____
DES MOINES VALLEY HHS AUTHORIZED SIGNATURE _____ Date
(JACKSON/COTTONWOOD)

BY: _____
NOBLES COUNTY AUTHORIZED SIGNATURE _____ Date

BY: _____
SOUTHWEST MN PRIVATE INDUSTRY COUNCIL, INC. _____ Date
AUTHORIZED SIGNATURE

ATTACHMENT A – Budget Detail

The MFIP/DWP/FSS Employment & Training funds of the Partnership will be pooled into a regional budget. The pool will be established by a formula based on historical data, annual allocations, and customer numbers. The identified counties of the Partnership have agreed to allocate 70% of their individual MFIP/DWP Budget after a 7.5% administrative cost is subtracted to the Provider to provide the Employment and Training Services as outlined in the 2019-2020 Biennial Service Agreement. The remaining 30% of each Partnership County's identified budget will be retained by each individual county for Income Maintenance and Emergency Assistance purposes. There will be a 'base' funding level for the MFIP/DWP E&T funds established for all counties. Once the base funds have been expended it will be up to the Provider to redistribute the MFIP/DWP E&T funds to meet customer needs from the remaining pool, thereby ensuring that all customers will be provided services and funds will be utilized within the Southwest Minnesota Region.

The funds allocated to the Provider will include resources for Administration, Direct Staff Costs and Customer Support Service.

ATTACHMENT B - Budget

2019 MFIP Consolidated Fund/With Bonus

COUNTY	TOTAL BUDGET	COUNTIES 7.5%	BALANCE	COUNTY 30%	SW MN PIC-ES-70%
Big Stone	\$ 67,630	\$ 5,072	\$ 62,558	\$ 18,767	\$ 43,791
Chippewa	\$ 173,056	\$ 12,979	\$ 160,077	\$ 48,023	\$ 112,054
DVHSS	\$ 223,007	\$ 16,726	\$ 206,281	\$ 61,884	\$ 144,397
LQP	\$ 70,619	\$ 5,296	\$ 65,323	\$ 19,597	\$ 45,726
SWMHHS	\$ 755,585	\$ 56,669	\$ 698,916	\$ 209,675	\$ 489,241
Nobles	\$ 264,645	\$ 19,848	\$ 244,797	\$ 73,439	\$ 171,358
Swift	\$ 143,200	\$ 10,740	\$ 132,460	\$ 39,738	\$ 92,722
Yellow Medicine	\$ 101,640	\$ 7,623	\$ 94,017	\$ 28,205	\$ 65,812
TOTAL	\$ 1,799,382	\$ 134,953	\$ 1,664,429	\$ 499,328	\$ 1,165,101

** Big Stone and Lac qui Parle do not provide Emergency Assistance through this allocation therefore the 30% designation for those 2 counties is for Income Maintenance Administration Only.

Mental Health Transportation Contract
Swift County - Benson Health Services Mental Health Transport

This agreement is between Swift County - Benson Health Services Mental Health Transport, hereinafter referred to as the "Provider" and Swift County Human Services hereinafter referred to as "SCHS." This agreement is effective January 1, 2019 through December 31, 2019, regardless of signature dates.

Witnesseth

WHEREAS, SCHS desires to have available transportation services for qualified clients; and

WHEREAS, the Provider has registered drivers driving a 'mental health transport vehicle' to provide mental health transportation services for the qualified clients.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, SCHS and the Swift County Benson Health Services agree as follows:

I. PROVIDER OBLIGATIONS:

General Description. The provider shall assign a needed mental health transport to a registered driver employed by the Provider for this service.

The Provider shall ensure that the mental health transport drivers have been advised of the Minimum Standards and Codes of Conduct. All drivers shall be required to comply with Provider policies and Codes of Conduct.

The Provider, upon request, will provide SCHS with such information regarding the qualifications of its registered drivers as is required by SCHS to verify that present and subsequent services are being rendered by competent, trained, and properly licensed or certified personnel.

Publicity: provider will not use SCHS name in any brochure, pamphlet or otherwise in a way which implies endorsement or recommendation without SCHS' consent.

II. ELIGIBILITY:

SCHS shall determine the eligibility of clients to receive transportation services pursuant to the guidelines set by state law.

III. SERVICES:

Provider shall provide transportation services for persons needing mental health transports to a facility where the person can receive appropriate mental health services.

IV. DISCRIMINATION:

Provider shall not discriminate against any client by reason of political opinions or affiliations, race, color, national origin, religion, sex, marital status, status with regard to public assistance, or disability, or in any other manner forbidden by state or federal law.

V. RATES:

SCHS will reimburse Swift County Benson Health Services Mental Health Transport for transportation costs at the agreed mileage rate. This rate will assist cover the cost of providing transportation and authorized costs incurred as a result of providing transportation for SCHS consumers.

Per DHS Access Transportation, the reimbursement for Medical Assistance consumers will be a \$1.00 per mile of the transport.

VI. BILLING:

Claims should be submitted to the Human Services office by the **fifth (5th) of the month**. Payments will be made on the **3rd Tuesday of each month** and should be received by the Contractor by the Wednesday thereafter.

Because documentation on a client specific level must be maintained for five years in the county files from the date the county/tribe first bills MHCP for all access transportation services provided/reimbursed. Documentation must include:

- 1- Name of client
- 2- Record of how the determination of the least costly level/type of transportation was made
- 3- Name of individual or service provider/vendor
- 4- Date of service
- 5- Type of access service(s) provided
- 6- Name of destination medical provider/facility
- 7- Address of origin (pick-up) and destination (drop-off) locations
- 8- Amount of reimbursement claimed and allowed
- 9- Receipt(s) for service
 - ✓ Exception for parking when receipt is not available (E.g. meter parking)

VII. SAFEGUARD OF CLIENT INFORMATION

Provide safeguards of client information. The use or disclosure by any party of information concerning eligible clients in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the County's or Provider's responsibility is prohibited except on written consent of such eligible client, higher attorney, or as required by Court Order. Provider agrees to be governed by Minnesota Government Data Practices Act, HIPAA, HITECH, and other state or federal regulations as apply.

VIII. AUDIT, INSURANCE, AND INDEMNITY CLAUSE:

- A. Audit and Records Disclosures - The Provider shall:
 - 1. Comply with the sub-recipient audit requirements as outlined in the Single Audit Act of 1984 (Public Law 96-502) if Provider receives federal assistance.
 - 2. Allow personnel of the Agency, the Minnesota Department of Human Services, and the Minnesota Department of Health access to the Provider's records at reasonable hours in order to exercise their responsibility to monitor the services.
 - 3. Maintain records at its main or central office location for five years for audit purposes.
 - 4. Allow personnel of SCHS, the Minnesota Department of Human Services, and the Minnesota Department of Health to duplicate, use, and disclose, in any manner consistent with the provisions of the Minnesota Data Privacy Clause outlined in this agreement, all data delivered under this agreement.

5. Comply with policies of the Minnesota Department of Human Services regarding Social Services recording and monitoring procedures, as defined in the Minnesota Department of Human Services Social Services Manual, SSM X .1000 to X .1400 and any Administrative Rules of the Department of Human Services.

B. **Indemnity:** The Provider does hereby agree that it will indemnify and hold harmless the County from any and all liability, loss, damages, costs, or expenses that may be claimed against the County or Provider:

(1) by reason of any client's suffering personal injury, death or property loss or damages either while participating in or receiving from the Provider the care and services to be furnished by the Provider under this agreement, or while on premises owned, leased, or operated by the Provider, or while being transported in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the Provider or any officer, agent, or employee thereof;

(2) by reason of any service client causing injury to, or damage to the property of another person during any time when the Provider or any officer, agent, or employee thereof has undertaken or is furnishing the care and service called for under this **Agreement**. This **Agreement** to defend, hold harmless, and indemnify shall not apply to any intentional or negligent act on the part of the County, its officials, agents and employees.

C. **Insurance:** The Provider does further agree that in order to protect itself as well as the County under the indemnity agreement provision herein above set forth, it will at all times during the term of the **Agreement** have and keep in force:

1. A single limit or combined limit or excess umbrella general liability insurance policy of an amount of not less than \$500,000 for property damage arising from one occurrence, \$500,000 for bodily injuries and/or damages arising from one occurrence, and \$1,500,000 for total personal injuries and/or damages arising from one occurrence. Such policy shall also include contractual liability coverage protection for the County, its officers, agents, and employees by specific endorsement acknowledging the contract between the Provider and the County, through the Provider.

2. A single limit or combined limit or excess umbrella automobile liability insurance policy, if applicable, covering contractor owned, non-owned, and hired vehicles used regularly in the provision of services under this agreement, in an amount of not less than \$500,000 per accident for property damage, \$500,000 for bodily injuries and/or damages to any one person and \$1,500,000 for total bodily injuries and/or damages arising from any one accident.

3. A professional liability insurance policy covering paid personnel of volunteers of the contractor while performing counseling and/or health care services under this agreement naming the count as an additional insured in the following amounts: \$500,000 per claimant for personal injuries and/or damages, and \$1,500,000 for total personal injuries and/or damages arising from one occurrence.

4. Worker's Compensation Insurance, if applicable.

5. Any policy obtained and maintained under this clause shall provide that it shall not be canceled, materially changed, or not renewed without thirty (30) days prior notice thereof to the county, through the agency.

6. If requested, the Provider shall provide proof of insurance certificates for the above coverage to the County. The Provider hereby waives any and all rights of subrogation the Provider may have against the County.

IX. EQUAL EMPLOYMENT:

The Provider agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 200e), including Executive Order No. 11246, and Title VI (42 USC 200d); and the Rehabilitation Act of 1973 as amended by Section 504.

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

By signing this contract, 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 **Agreement** 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.)

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, or call 320-843-3160.

XI. TERMINATION:

Either party upon thirty (30) days written notice to the other party may terminate this agreement at any time, without cause.

XII. MISCELLANEOUS:

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below:

**COUNTY OF SWIFT
STATE OF MINNESOTA**

**SWIFT COUNTY
COMMUNITY SOCIAL SERVICE BOARD**

SWIFT COUNTY-BENSON HEALTH SERVICES

BY: _____
Eric Rudningen, Board Chair

BY: 
Mary Ellen Wells, Interim CEO

DATE: _____

DATE: 11/28/18

BY: _____
Catherine Lee, SCHS Director

DATE: _____

APPROVED AS TO LEGALITY AND FORM:

BY: _____
Danielle Olson, Swift County Attorney

DATE: _____

Purchase of Service Contract

405 - CKT

2018-2019

Swift County Human Services, 410-21st Street South, Benson, Minnesota, 56215, hereinafter referred to as the "Department" and **Cynthia Koll Tengwall, 6550 Hwy 9 NW, Sunburg, MN 56289**, hereinafter referred to as the "Contractor", enter into this agreement for the period of **September 1, 2018 to December 31, 2019**, regardless of signature dates.

Witnesseth

WHEREAS, the Department, wishes to purchase family based skills services from the Contractor; and

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

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.

Family Skills Services (Brass Code 163x) – Means services to a family in the home or in a service provider's home including teaching family parenting skills, consumer education, money management, communication and home management skill to prevent placement of a child outside of the home or so that a child can be returned home.

200 Purchase of Services

1. At the request of the Department, the Contractor agrees to furnish the following services: 12 (ten) hours of contractor's time per week at \$59.30/hour.
2. The total amount to be paid to the Contractor for purchased services shall not exceed **\$37,000** for the duration of the Contract; payable in equal monthly installments. It is mutually understood that flexibility shall be used in the management of the total Contract dollars.

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 individuals by the Contractor at the family's home within Swift County. Appointments will be arranged to take place in the individual's home at mutually convenient times.
3. 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 family's treatment plan. The amount, type, frequency, and duration of the purchased services shall be directed toward achievement of goals and objectives stated in the treatment plan.
5. The Contractor agrees to notify the Department in writing within 10 (ten) 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 family upon cancellation or termination of the Contract.

7. Specific expectations of the Contractor in relation to those cases specifically referred by the Department and in which the case manager has requested on-going involvement:

- perform customary 'skills services'
- maintain contact with the Department's case manager
- attend foster placement reviews when requested
- obtain necessary authorizations to exchange information
- prepare reports for case managers as needed

8. Specific expectations of the Department in relation to those cases that a Department case manager makes a referral to the Contractor include:

- complete an initial assessment of family issues and prepare appropriate referral information for the Contractor;
- coordinate overall case management services;
- actively participate in arranging family case staffings, foster placement reviews, and the like;
- perform any necessary court services related functions.

400 Eligibility for Services

1. The Contractor 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 Department will also ensure that a **Release of Information** document is completed to permit mutual exchange of information between the Contractor and the Department in those cases requiring such disclosure.

2. The Contractor agrees not to charge any program or service fee to an eligible family.

3. If the Department has determined that a family 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 family of proposed action and of the right to appeal this proposed action.

4. The Contractor agrees to notify the Department and the male or female head of the family in writing whenever the Contractor proposes to prematurely discharge or terminate service. The notice must be sent at least 10 (ten) 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 a family unless delay would seriously endanger the health, safety, or well-being of the individual family members or others.

500 Contractor Autonomy

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

- The application of its own intake procedures and requirements of clients.
- The methods, times and means, and personnel for furnishing purchased services to eligible clients.
- The determination of when to terminate purchased services.

600 Performance Based Criteria

1. **Target Group** - This Contract is aimed at serving families with a high-risk for out of home placement and/or reunification/stabilization efforts after out of home placement.

2. **Client Goal** - As a result of service provision, families served will attain the highest level of self-sufficiency and wellness that is possible. Additionally, families receiving services will attain family objectives contained in the treatment plan.

3. Outcome Indicator - The major measure of service success will be the ability to effectively manage daily living without the need to be in a more restrictive living arrangement. Specific indicators of success are:

- a. positive change in intra-family relations
- b. positive change in inter-personal relations
- c. positive change in parent/child relations
- d. positive change in daily living

4. Performance Target - The service outcome targets established in relation to expected outcome indicators at time of case closure are:

- a. 80% of individuals positive change in intra-family
- b. 90% of individual's positive changes in inter-personal
- c. 75% of individual's positive changes in parent/child
- d. 80% of individual's positive change in daily living

700 Treatment Plan

1. Services provided will be designed to assure that the individual/family served attains the goals specified in the **Treatment Plan**. The Contractor will prepare a **Treatment Plan** within 30 days of the initial visit with the family; it will include short-term objectives having measurable criteria. The contractor will ensure the Department receives a copy of the **Treatment Plan** with the first month's report.

2. The Contractor agrees to develop procedures for monitoring and evaluating the achievement of goals and objectives identified in the **Treatment Plan** by the family and to complete monthly progress reports. These reports will be entered into the Contractor's client files. The Contractor agrees to develop reports that will contain sufficient specificity to enable the Department to monitor and evaluate the family's achievement of goals and objectives stated in the **Treatment Plan**.

800 Contractor Qualifications and Training

The Contractor is qualified to provide services in accordance with the provision of Minnesota Rules, parts 9505.0170 to 9505.0475 (Medical Assistance Provider Rule).

900 Payment for Service

1. The Contractor shall submit, within 5 days after the end of the month of service, a standard **Vendor Service Voucher** for services provided each month of this Contract. The **Voucher** should distinguish between the type of services provided, family 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**.

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.

1000 Audit and Record Disclosure

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

- Progress reports - as needed and determined by the case manager
- Vendor Service Vouchers - monthly
- Statistical Reports - monthly

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 **6550 Hwy 9 NW, Sunburg, MN 56289.**

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.

1100 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 Contractor will assure compliance with the Minnesota Government Data Practices Act, in accordance with Minnesota Statutes, section 13.46, subd. 10, paragraph (d) shall be **Dr. Rick Lee.**

1200 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.

1300 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.

1400 Bonding, Liability, Indemnity, Insurance and Audit

1. 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.**

2. 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:

- 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
- 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.

3. 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:

- 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.

4. 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.

5. 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 Department.

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.

1500 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 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.

1600 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 abused 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 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 www.dhhs.gov/progorg/oig/. If you do not have access to the website, and/or need the information in an alternative format, contact: Deanna Steckman, Director, Swift County Human Services, 410-21st Street South, Benson, Minnesota 56215 or call 320-843-3160.

1700 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.

1800 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.

1900 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.

2000 HIPAA Protocol

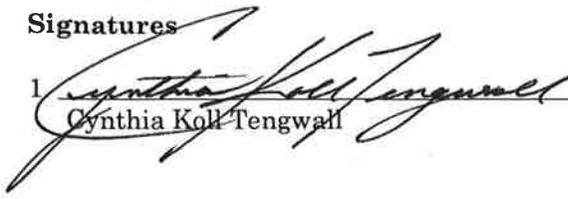
The Contractor provides assurances to the Department that it will comply with Health Information Portability and Accountability Act (HIPAA) requirements necessary to protect individual identifying health information (IIHI). Use and disclosure will require that all IIHI be: appropriately safeguarded;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

2100 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.  _____ Date 12/10/18

2. _____ Date _____
Director of Swift County Human Services

3. _____ Date _____
Chair, Swift County Board

Approved As To Form And Execution:

4. _____ Date _____
Swift County Attorney

2019

Swift County Human Services, 410-21st Street South, Benson, Minnesota, 56215, hereinafter referred to as the "Department" and Heartland Girls Ranch, 185 Highway 9 NE, Benson, Minnesota 56215, hereinafter referred to as the "Contractor", enter into this agreement for the period of January 1, 2019 to December 31, 2019.

Witnesseth

WHEREAS, the Contractor is an organization licensed by the Department of Corrections to provide residential 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

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:

100 Definitions

Correctional Facilities (18500) - Means a program of intervention and care for children in a setting licensed or certified as a correctional facility. This service includes the initial 60-day clothing allowance.

County Of Financial Responsibility - Means the agency or organization that places the child and is financially responsible for service payments.

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.

Individual Program Plan - Means a written document indicating problems, goals, objectives, monitoring and evaluation components and the like related to the child receiving services.

Notification - Means notification in writing to the County of Financial Responsibility of the person receiving services under this Contract.

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 Unit
18500	Correctional Facilities	DY-Day	\$249.04	8,760
	Hearts for Freedom	DY-Day	\$316.43	2,920

2. The total amount to be paid to the Contractor for purchased services shall not exceed \$3,143,150 for the duration of the Contract.

3. The Department or County of Financial Responsibility shall determine which families will receive all services.

4. Reimbursement for transportation costs associated with any placement, to and from the County of Financial Responsibility, shall be mutually agreed upon by the Contractor and the County of Financial Responsibility.

5. The County of Financial Responsibility shall arrange for initial clothing allowance in conformity with the prevailing Department of Human Service rates based upon the age of the adolescent. The County of Financial Responsibility shall also insure that adequate arrangements are made to insure dental and medical expenses are covered.

6. When a determination has been made by the Contractor - together with local law enforcement personnel - that a program participant needs to be in either detention or crisis mental health, the Contractor will assist in making

arrangements for such short-term placement. The County of Financial Responsibility is responsible for the costs of such detention or crisis mental health services. If the Contractor initially pays for such appropriate expenses, the County of Financial Responsibility shall reimburse the Contractor for such expenses. If the intent is to have the program participant return to the Contractor - customarily within 72 hours - the Contractor may continue to bill the normal per diem during the program participant's absence.

7. Indemnification Language for Placements from Out-Of-State - Where applicable, Contractor shall fully comply with the provisions of the Interstate Compact on the Placement of Children pursuant to Minn. Stat. §§257.40-257.48. For out-of-state students or out-of-county students placed by an entity other than a county, Contractor hereby indemnifies Swift County for the costs of any services it may be requested to provide or be obligated to provide for such students. This includes the cost of services from any Swift County agency including Community Corrections, Swift County Human Services, and the Swift County Sheriff's Department and may include but is not limited to medical expenses, emergency treatment, mental health services including commitment, and case management services. Contractor shall immediately notify Swift County of the admission of a student that is subject to indemnification.

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 children on the Contractor's premises. Services are to be provided using an equine therapy modality and approach.

3. Service is to be time limited and may be provided for up to 12 months. Extensions beyond that period of time will require County of Financial Responsibility prior approval. If service extension is authorized, it will customarily be for monthly periods not to exceed 90 days.

4. The Contractor agrees to provide services in accordance with applicable Minnesota Rules and in accordance with the type, amount, frequency, and duration stated in each child's **Individual Program Plan**. The amount, type, frequency, and duration of the purchased services shall be directed toward achievement of goals and objectives stated in the **IPP**.

5. The Contractor agrees to notify the County of Financial Responsibility or 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 County of Financial Responsibility and/or 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 any County of Financial Responsibility to continue purchasing services from the Contractor for any eligible family 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 children identified by Counties of Financial Responsibility - no out-of-state or private pay admissions unless agreed to by the Department.

8. Specific expectations of the Contractor in relation to each case include the following, at a minimum:

- perform customary correctional services;
- handle, as needed, crisis calls in accordance with the **IPP**;
- maintain regular contact with the case manager from the child's County of Financial Responsibility and other related professionals;
- attend school meetings, court hearings, foster placement reviews, and the like when requested by the child's case manager;
- obtain necessary authorizations to exchange information as needed;
- participate in the development and implementation of outcome indicators to measure program effectiveness;
- prepare letters and reports for schools, courts, attorneys, medical and psychological service providers,

- and case managers as needed;
- prepare an **IPP** for each child within 45 days from the date of admission which should include the following as identified by the child, County of Financial Responsibility and significant others: problems, strengths; goals; objectives; expected length of stay and anticipated date of discharge
- provide periodic written progress reports at least at three (3) month intervals to the County of Financial Responsibility; and
- provide a written closing summary, including dates of contact, services, outcomes, and recommendations to the County of Financial Responsibility within 30 days of discharge.

9. Specific expectations of the County of Financial Responsibility in relation to each case include the following, at a minimum:

- complete an initial assessment of the child's issues and prepare appropriate referral information in a manner required by the Contractor;
- participate in an initial meeting with the child and the Contractor;
- coordinate case management services with the Contractor;
- actively participate in arranging case staffings for review and case closure purposes; and
- perform any necessary court services related functions.

10. The County of Financial Responsibility shall be responsible for per diem expenses for a placement vacancy due to an unexcused absence. Such obligation shall not exceed seven (7) days unless mutually agreed to by the County of Financial Responsibility and the Contractor.

400 Eligibility For Services

1. The County of Financial Responsibility shall have responsibility for determining the eligibility of any person in need of services. The County of Financial Responsibility should ensure that a **Release of Information** document is completed to permit mutual exchange of information between the Contractor and the County of Financial Responsibility.

2. The Contractor agrees not to charge any program or service fee to an eligible family.

3. When the County of Financial Responsibility has determined that the child is no longer eligible to receive services or that services are no longer needed or appropriate, the County of Financial Responsibility should notify the Contractor within five (5) days of the determination. Further, the County of Financial Responsibility should notify the legal guardian or custodian of the proposed action and of the right to appeal this proposed action.

4. The Contractor agrees to notify the County of Financial Responsibility 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 child prior to the proposed date unless delay would seriously endanger the health, safety, or well-being of the child or others.

5. The Contractor shall establish written procedures for discharging a client or terminating services to a client. The written procedures shall include preparation of a summary of findings, processes, and plans to be transmitted to the client, client's family/guardian, and the County of Financial Responsibility.

500 Performance Based Criteria

1. Target Group - This Contract is aimed at serving female adolescents experiencing difficulties in life, especially in the area of behavior and delinquency related actions.

2. Client Goal - As a result of service provision, adolescents served will experience positive changes in behavior and attitude and be prepared to live in a lesser restrictive living arrangement. Additionally, through the services provided by the Contractor, clients will attain individual objectives contained in the **Individual Program Plan**.

3. Outcome Indicator - The major measure of service success will be graduation from the residential program. Specific indicators of success will be measured by using the Minnesota Council of Child Caring Agencies and its

"Student Data Reporting System" outcomes.

600 Individual Program Plan

1. Services provided will be designed to assure that the family served attains the goals specified in the child's **IPP**. The Contractor will prepare an **IPP** with stated short-term objectives having measurable criteria and insure that the **IPP** is provided to the County of Financial Responsibility within 45 days after admission. If the County of Financial Responsibility has prepared a program or treatment plan document it should provide the Contractor with a copy at the time placement is made.

2. All **IPPs** for children receiving services under this Contract are hereby incorporated and made part of this Contract.

3. The Contractor agrees to develop procedures for monitoring and evaluating the achievement of goals and objectives identified in the **IPP** by the child and to complete progress reports. These reports will be entered into the child's file. The Contractor agrees to oral and written reports that will contain sufficient specificity to enable the County of Financial Responsibility to monitor and evaluate the child's achievement of goals and objectives stated in the **IPP**.

4. The Contractor agrees to participate in interdisciplinary team meetings related to each child receiving services under this Contract.

700 Contractor Qualifications and Training

The Contractor holds a certificate in conformity with the Minnesota Department of Corrections.

800 Payment For Service

1. The Contractor shall submit, within 10 days after the end of the month of service, a standard **Vendored Service Voucher** for services provided each month of this Contract. The **Voucher** should distinguish between the type of services provided, child names, number of units of services, and other data required by the County of Financial Responsibility. The **Voucher** will be signed or approved by an authorized individual. The County of Financial Responsibility should insure payment is made within 30 days of receipt of a properly completed **Voucher**.

4. 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.

5. 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.

900 Audit and Record Disclosure

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

- Individual Program Plans - within 45 days of admission;
- Vendor Service Vouchers - at least monthly;
- Progress Reports - at about quarterly intervals; and
- Statistical Reports - periodically.

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; and
- 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 **185 Highway 9 NE, Benson,**

Minnesota, 56215 for four (4) years for audit purposes.

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.

1000 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 the **Administrator**.

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

1100 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.

1200 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.

1300 Bonding, Liability, Indemnity, Insurance, and Audit

1. **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 for **\$50,000**.

2. **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.

3. **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 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.

4. 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.

5. Audit The Contractor agrees that within 60 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.

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.

1400 Conditions Of The Parties' Obligations

1. It is understood and agreed that in the event the reimbursement to a County of Financial Responsibility from County, State or Federal sources is not obtained and continued at a level sufficient to allow for the purchase of service the indicated quantity of purchased services, the obligations of each party hereunder shall thereupon be terminated.

2. 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.

3. Before the termination date specified in section 2 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.

4. 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.

5. 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 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 abused 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; and
- 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; and
- 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
- 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.)

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.

1600 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 requirement 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.

1700 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.

1800 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.

1900 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.

2000 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 Department and the Contractor 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. Jeannie Thompson
Jeannie Thompson, Heartland Girls Ranch Administrator

12-3-18
Date

2. _____
Catherine Lee, SCHS Director

Date

3. _____ Date _____
Eric Rudningen, Swift County Board Chair

Approved As To Form And Execution:

4. _____ Date _____
Danielle Olson, Swift County Attorney



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, 2019 through December 31, 2019 (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 are 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 \$20.00 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 \$20.00.

Basic unit cost for Intakes are \$25.00 (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.

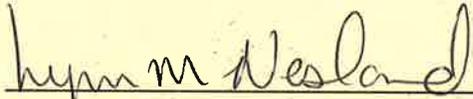
Signatures required:

County Family Services Representative

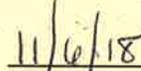
Date

Chairperson, County Board

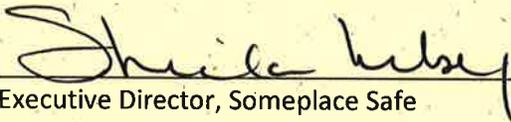
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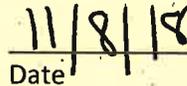
Chairperson, Someplace Safe Board of Directors



Date



Executive Director, Someplace Safe



Date



someplace safe

SAFETY. OPTIONS. HOPE.

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

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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.

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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.

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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.

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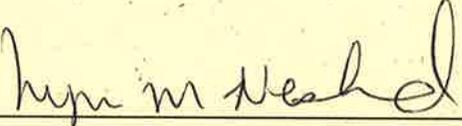
Signatures required:

County Family Services Representative

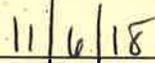
Date

Chairperson, County Board

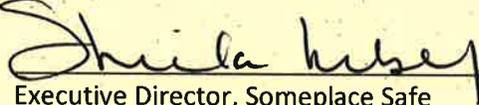
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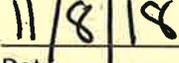
Chairperson, Someplace Safe Board of Directors



Date



Executive Director, Someplace Safe



Date



Request for Board Action

BOARD MEETING DATE:
December 18, 2018

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. Tim & Erin Nagler, joint 3 year term; Zander Hoffman, 2 year youth term; all starting January 2019. Recommendation made by the Swift County Extension Committee at their meeting on November 28, 2018.	
AGENDA YOU ARE REQUESTING TIME ON: 12/18/2018	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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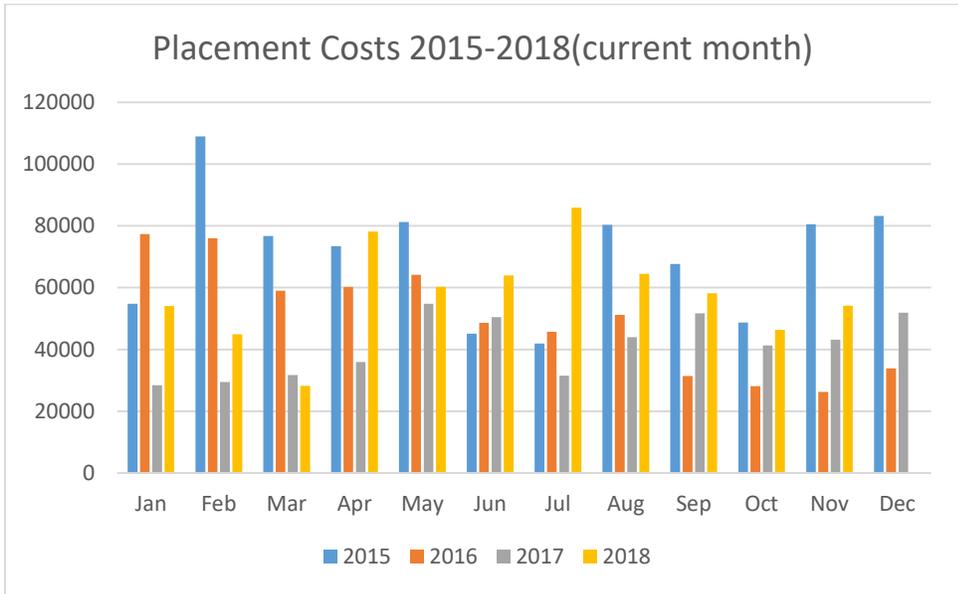
Review/Recommendation

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

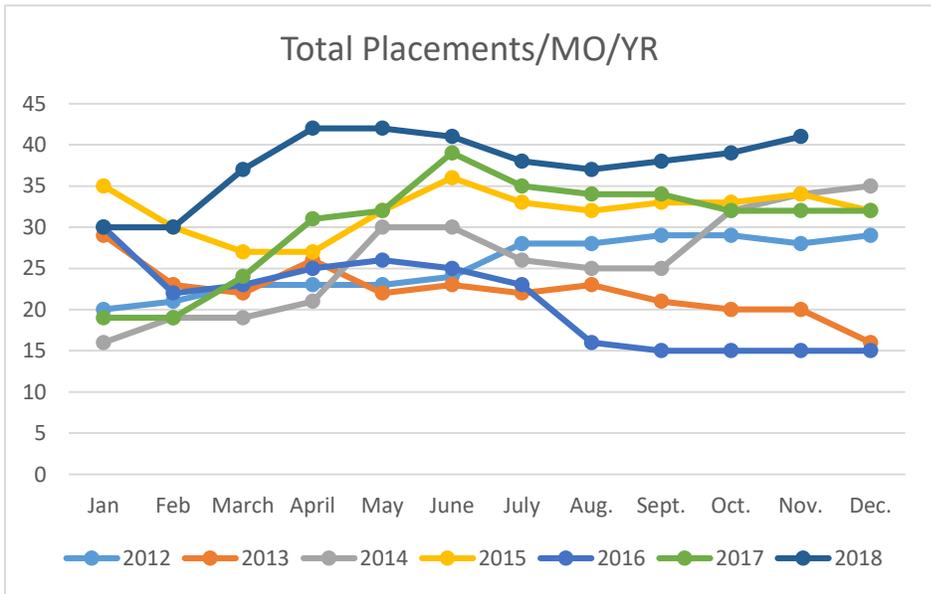
Board Action

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

Out of Home Placement Report 1/2012-11/2018



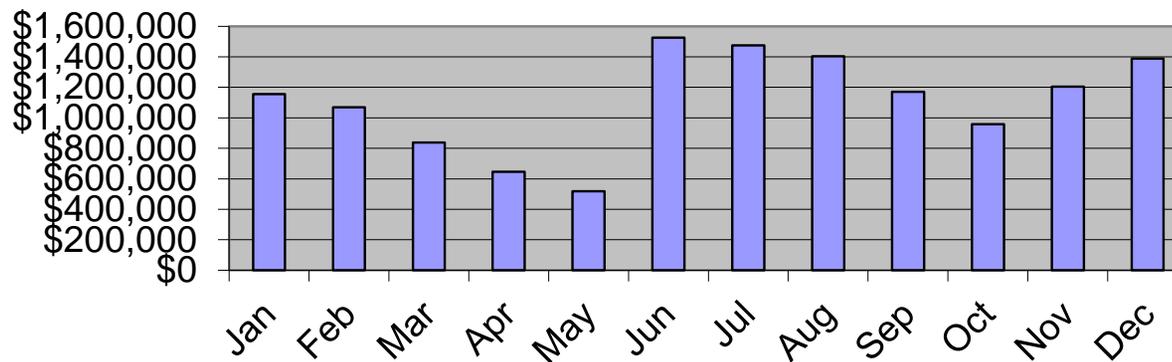
Swift County has spent 102.66% of 2018 budget on out-of-home Placements with 1 month remaining in the year



2018 continues to show the highest number of placements since 2012

Swift County Human Services											
Ending Monthly Cash & Investment Balances											
2009 - 2018											
	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	Average
Jan	\$ 1,039,335	\$ 1,116,112	\$ 1,027,808	\$ 977,091	\$ 909,780	\$ 846,281	\$ 983,278	\$ 933,563	\$ 1,668,733	\$ 2,045,847	\$1,154,783
Feb	\$ 951,620	\$ 1,069,918	\$ 1,004,522	\$ 829,326	\$ 788,543	\$ 739,793	\$ 882,373	\$ 886,577	\$ 1,562,756	\$ 1,967,692	\$1,068,312
Mar	\$ 772,024	\$ 810,381	\$ 848,432	\$ 551,477	\$ 576,608	\$ 601,437	\$ 593,206	\$ 636,635	\$ 1,278,985	\$ 1,706,416	\$837,560
Apr	\$ 658,915	\$ 732,868	\$ 820,387	\$ 328,272	\$ 451,920	\$ 446,379	\$ 168,803	\$ 352,306	\$ 1,085,797	\$ 1,415,224	\$646,087
May	\$ 474,455	\$ 576,849	\$ 669,878	\$ 329,407	\$ 300,099	\$ 269,118	\$ 187,841	\$ 289,965	\$ 804,645	\$ 1,279,329	\$518,159
Jun	\$ 1,247,245	\$ 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	\$1,525,243
Jul	\$ 1,188,516	\$ 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	\$1,475,863
Aug	\$ 1,179,585	\$ 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	\$1,403,914
Sep	\$ 948,233	\$ 1,085,187	\$ 1,079,263	\$ 804,086	\$ 714,174	\$ 921,407	\$ 877,167	\$ 1,220,833	\$ 1,650,293	\$ 2,409,864	\$1,171,051
Oct	\$ 832,082	\$ 878,408	\$ 773,615	\$ 538,645	\$ 627,339	\$ 667,331	\$ 646,265	\$ 1,028,981	\$ 1,459,114	\$ 2,139,152	\$959,093
Nov	\$ 770,517	\$ 826,623	\$ 741,489	\$ 483,013	\$ 377,803	\$ 477,198	\$ 513,740	\$ 2,056,684	\$ 2,511,571	\$ 3,278,552	\$1,203,719
Dec	\$ 1,279,288	\$ 1,279,178	\$ 1,242,733	\$ 1,094,736	\$ 1,057,825	\$ 1,180,113	\$ 1,187,268	\$ 1,888,413	\$ 2,296,240		\$1,389,533
Average	\$ 945,151	\$ 1,017,265	\$ 1,003,326	\$ 763,592	\$ 752,287	\$ 822,988	\$ 797,581	\$ 1,148,901	\$ 1,719,939	\$ 2,226,480	

**Average Monthly Cash & Investment Balance
2009-2018**





Request for Board Action

BOARD MEETING DATE:
December 18, 2018

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 2019 Budgets and Levies for the County, HRA, and RDA and consider the following actions: <ol style="list-style-type: none"> 1. Consider approving a resolution on the 2019 Budget and Levy for the County 2. Consider approving a resolution on the 2019 Budget and Levy for the HRA 3. Consider approving a resolution on the 2019 Budget and Levy for the RDA 													
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 30.												
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 2018 and 2019 is 3.75%. The proposed 2019 budget contains revenues of \$23,997,524 and expenditures of \$24,710,324. Of the \$23,997,524 in revenue, \$10,788,827 is proposed net property taxes and \$533,206 is expected in County Program Aids (CPA) for a total 2098 levy of \$11,322,033. The remaining revenues are from user fees, federal & state reimbursements, and the solid waste assessment. The 2098 levy is proposed to be distributed as follows:													
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: right;">Revenue</td> <td style="text-align: right;">\$ 6,050,843</td> </tr> <tr> <td style="text-align: right;">Road and Bridge</td> <td style="text-align: right;">\$ 1,905,027</td> </tr> <tr> <td style="text-align: right;">Human Services</td> <td style="text-align: right;">\$ 2,997,975</td> </tr> <tr> <td style="text-align: right;">Debt</td> <td style="text-align: right;">\$ 368,188</td> </tr> <tr> <td style="text-align: right;">Solid Waste</td> <td style="text-align: right;">\$ 0</td> </tr> <tr> <td style="text-align: right; border-top: 1px solid black;">Total Final Gross Levy</td> <td style="text-align: right; border-top: 1px solid black;">\$ 11,322,033</td> </tr> </table>		Revenue	\$ 6,050,843	Road and Bridge	\$ 1,905,027	Human Services	\$ 2,997,975	Debt	\$ 368,188	Solid Waste	\$ 0	Total Final Gross Levy	\$ 11,322,033
Revenue	\$ 6,050,843												
Road and Bridge	\$ 1,905,027												
Human Services	\$ 2,997,975												
Debt	\$ 368,188												
Solid Waste	\$ 0												
Total Final Gross Levy	\$ 11,322,033												
The RDA levy is proposed to be \$117,000 in 2019 while the HRA is proposed to be \$146,000.													
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	None												

Budget Information

FUNDING: These actions set the 2019 final budget and levies for the County, HRA, and RDA.

Review/Recommendation

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

**RESOLUTION
ADOPTING FINAL SWIFT COUNTY
2019 BUDGET & LEVY**

Motion by Commissioner _____

Seconded by Commissioner _____

WHEREAS, pursuant to statute and rule of the Minnesota Department of Revenue, the County's 2019 Final Budget and Levy must be adopted by December 31, 2018; and

WHEREAS, the Swift County Board of Commissioner held its Truth-In-Taxation Public Hearing on December 5, 2018 at 6:00 pm in the Law Enforcement Center.

NOW, THEREFORE BE IT RESOLVED that the Swift County Board of Commissioners hereby adopts its 2019 final budget, dated December 18, 2018 and attached hereto as Appendix A revenues of \$23,997,524 and expenditures of \$24,710,324.

BE IT FURTHER RESOLVED that the 2019 levy be set as follows:

Revenue	\$ 6,050,843
Road and Bridge	\$ 1,905,027
Human Services	\$ 2,997,975
Debt	\$ 368,188
Solid Waste	\$ 0
<hr/>	
Total Final Gross Levy	\$ 11,322,033

BE IT FURTHER RESOLVED that the final levy payable in 2019 be set as follows:

Gross Levy	\$ 11,322,033
CPA	\$ 533,206
<hr/>	
Operating Levy	\$ 10,788,827

Adopted on a _____ vote by the Swift County Board of County Commissioners the 18th day of December 2018.

Swift County Board of Commissioners

Eric Rudningen, Chairman

ATTEST:

Kelsey Baker, County Administrator

Fox _____
P. Peterson _____

Hendrickx _____
Rudningen _____

E. Pederson _____

RESOLUTION
APPROVING THE AUTHORIZATION OF THE SPECIAL BENEFIT TAX
PURSUANT TO MINNESOTA STATUTES 469.033, SUBD.6 FOR
THE HOUSING AND REDEVELOPMENT AUTHORITY OF SWIFT COUNTY, MN

Motion by Commissioner _____ Seconded by Commissioner _____

WHEREAS, the Housing and Redevelopment Authority of Swift County, Minnesota (the HRA) was created by the Swift County Board of Commissioners pursuant to Minnesota Statutes, Section 469.004; and

WHEREAS, pursuant to such action, the HRA was granted all powers and duties of a Housing and Redevelopment Authority under the provisions of the Municipal Housing and Redevelopment Act, Minnesota Statutes, Section 469.001 to 469.047 (formally 462.411-462.711) (“The Act”) and

WHEREAS, the HRA desires to levy such a special benefit tax in the amount of \$146,000 which is less than 0.0185% of taxable market value upon all taxable property, both real and personal, within the HRA’s area of operation; and

WHEREAS, the levy of such a special benefit tax is subject to the consent of the Board of Commissioners of Swift County, Minnesota; and

WHEREAS, the HRA is also required pursuant to Section 469.033, Subd. 6, of the Act to, in connection with the levy of such a special benefit tax, formulate and file a budget in accordance with the budget procedure of the County in the same manner as required of the executive departments of the County, and the amount of the tax levy for the following year shall be based on that budget and approved by the Board Commissioners of Swift County;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Swift County, Minnesota hereby accepts the 2019 budget and consents to the levy of a special benefit tax for taxes payable in 2019 within the Authority’s taxing jurisdiction in the amount of \$146,000 for purposes outlined and authorized by Minnesota Statutes 469.001 to 469.047, but in no case shall the dollar levy for the HRA exceed the limitations prescribed by Minnesota Statutes, Section 469.027 to 469.033.

Adopted on a _____ vote by the Swift County Board of County Commissioners the 18th day of December 2018.

Swift County Board of Commissioners

Eric Rudningen, Chairman

ATTEST:

Kelsey Baker, County Administrator

Fox _____
P. Peterson _____

Hendrickx _____
Rudningen _____

E. Pederson _____

RESOLUTION

**CONSENTING TO THE SPECIAL BENEFIT TAX FOR
THE SWIFT COUNTY RURAL DEVELOPMENT AUTHORITY**

Motion by Commissioner _____ Seconded by Commissioner _____

WHEREAS, the Swift County Rural Development Authority (RDA) desires to levy such a special benefit tax in the amount of \$117,000, within the RDA’s area of operation; and

WHEREAS, the levy of such a special benefit tax is subject to the consent of the Board of Commissioners of Swift County, Minnesota; and

WHEREAS, the RDA is also required to, in connection with the levy of such a special benefit tax, formulate and file a budget in accordance with the budget procedure of the County in the same manner as required of the executive departments of the County, and the amount of the tax levy for the following year shall be based on that budget and approved by the Board of Commissioners of Swift County;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Swift County, Minnesota hereby accepts the 2019 budget and consents to the levy of a special benefit tax for taxes payable in 2019 within the Authority’s taxing jurisdiction in the amount of \$117,000.

Adopted on a _____ vote by the Swift County Board of County Commissioners the 18th day of December 2018.

Swift County Board of Commissioners

Eric Rudningen, Chairman

ATTEST:

Kelsey Baker, County Administrator

Fox _____
P. Peterson _____

Hendrickx _____
Rudningen _____

E. Pederson _____



Request for Board Action

BOARD MEETING DATE:
December 18, 2018

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 2019 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 2018 the Commissioner salaries and per diems were set as follows: \$20,303 Commissioner \$20,803 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 2.0% for 2019. A 2.0% increase in Commissioner salaries would be as follows: \$20,709 Commissioner \$21,209 Chair (Commissioner salary plus \$500.00)	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	None

Budget Information

FUNDING: This increase is planned in the 2019 budget
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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

RESOLUTION
SETTING SWIFT COUNTY BOARD OF COMMISSIONERS SALARIES FOR 2019

Motion by Commissioner _____ Seconded by Commissioner _____

WHEREAS, Minnesota Statute § 375.055 requires the Commission to set the salary and schedule of per diem for the Commission annually.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Swift County, set the Commission salaries and schedule of per diem for 2019 is as follows:

Chair	\$ _____
Other Commissioners	\$ _____
Per diem	\$ <u>70.00</u> per meeting (maximum 1 per diem per day)

Adopted on a _____ vote by the Swift County Board of County Commissioners the 18th day of December 2018.

Swift County Board of Commissioners

Eric Rudningen, Chairman

ATTEST:

Kelsey Baker, County Administrator

Fox —
P. Peterson —

Hendrickx —
Rudningen —

E. Pederson —



Request for Board Action

BOARD MEETING DATE:
December 18, 2018

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: Discussion on SCBH board appointment	
AGENDA YOU ARE REQUESTING TIME ON: Other Business	ARE YOU SEEKING APPROVAL OF A CONTRACT? Click here to enter text.
IS THIS MANDATED? Click here to enter text.	EXPLANATION OF MANDATE: Click here to enter text.
BACKGROUND/JUSTIFICATION: Brian Samuelson – term ends 12/31/2020 Pat Langan – term ends 12/31/2020 Dr. Horecka – term ends 12/31/2019 Joe Fox – term ends 12/31/19 Patty Schreck – term ends 12/31/18 – recommending reappointment Grant Herfindahl – appoint, start term 01/01/2019	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	Click here to enter text.

Budget Information

FUNDING:

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.



Swift County - Benson Health Services
1815 Wisconsin Avenue
Benson, MN 56215

December 13, 2018

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 community member Patty Schreck for reappointment to the SCBHS Board of Directors. If reappointed Ms. Schreck would continue to serve as a County appointee through 2021.

Ms. Schreck is very dedicated to her position and responsibilities. She has served as Vice Chair over the last year. She attends Board Education conferences up to three times a year and participates in Committees within the Health care operations of SCBHS. All of these commitments are on her own time.

The SCHBS Board of Directors would also like to recommend the appointment of Grant Herfindahl to the Board. His term would begin 1/1/2019 and run through 2021. Attached you will find his bio. Grant has a farming background and brings a wealth of knowledge to the Board and is committed to the success of SCBHS and our community.

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. Schreck and Mr. Herfindahl are well-qualified appointees that will continue to bring great value to the Board. Please consider these recommendations so Patty can continue and Grant can begin in January 2019.

Kind regards,

Mary Ellen Wells, Interim CEO

Enclosure

Swift County Board of Commissioners
2019 Work Plan

Jan 8, 2019 – 9:00 AM

- Organizational Meeting
 - Board Appointments
 - Commissioners
 - Advisory
 - Appointment to Ditch Boards
 - Set 2019 Elected Officials Salary
 - Appointment of Coroner
 - Set 2019 Bounties
 - Set 2019 mileage reimbursement rate
 - Designate newspaper for publications

Jan 15, 2019 – 9:00 AM

- 4th Quarter 2016 Treasurer Report
- 4th Quarter 2016 Executive Departmental Budget Report
- Building Committee Recommendation
- Fee Schedule

Feb 5, 2019 – 9:00 AM

Feb 19, 2019 – 9:00 AM

Mar 5, 2019 – 9:00 AM

- Discuss Wheelage Tax

Mar 19, 2019 – 9:00 AM

- Consider taking action for 2019 Wheelage Tax
- Set Road Tour

Apr 2, 2019 – 9:00 AM

- Human Services Work Session

Apr 16, 2019 – 9:00 AM

- 1st Quarter 2019 Treasurer Report
- 1st Quarter 2019 Executive Departmental Budget Report

May 7, 2019 – 9:00 AM

- 2019 Initial Budget Workshop

May 21, 2019 – 9:00 AM

June 4, 2019 – 9:00 AM

June 18, 2019 – 5:00 PM with Swift County Board of Assessment and Equalization running until at least 7:00 PM

July 2, 2019 – 9:00 AM

- HRA 2019 preliminary budget and Levy Request
- RDA 2019 preliminary budget and Levy Request

July 16, 2019 – 9:00 AM

- 2nd Quarter 2019 Treasurer Report
- 2nd Quarter 2019 Executive Departmental Budget Report

Aug 6, 2019 – 9:00 AM

- Review 2019 Department Budget Requests

Aug 20, 2019 – 9:00 AM

Sept 3, 2019 – 9:00 AM

- Last Regular meeting to set 2019 HRA and RDA Levies and Preliminary Budgets

Sept 17, 2019 – 9:00 AM

- Review Ditch Assessments
- Last Regular meeting to set 2019 County Levy and Preliminary Budget
- Set TNT Meeting Date

Oct 1, 2019 – 9:00 AM

- Approve Ditch Assessments
- Human Services Work Session

Oct 15, 2019 – 9:00 AM

- 3rd Quarter 2019 Treasurer Report
- 3rd Quarter 2019 Executive Departmental Budget Report

Nov 5, 2019 – 9:00 AM

Nov 19, 2019 – 9:00 AM

Dec 4, 2019 – Starts at 5:00 PM with TNT Hearing no earlier than 6:00 PM

- TNT Hearing

Dec 17, 2019 – 9:00 AM

- Set 2019 County Commissioners compensation
- Last Regular meeting to set 2019 County Final Levy and Final Budget
- Last Regular meeting to set 2019 HRA and RDA Final Levies and Final Budgets

Dec 27, 2019 – 9:00 AM

- 2019 Reallocation Requests
- 2019 Final Disbursements
- Administrator's Review

2019 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.	Board Room
Personnel Committee	Hendrickx Rudningen	Mon after 1st Tue	10:00 a.m.	Board Room
Solid Waste Committee	Peterson Fox	As needed	9:00 a.m.	Enivron Ser.
Building Committee	Hendrickx Rudningen	As needed	9:00 a.m.	Board Room
Health Insurace 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	

2019 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			

2019 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		

2019 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