



Notice & Agenda

Swift County Board of Commissioners Truth and Taxation Hearing Wednesday, December 5, 2018 5:00 PM

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>
5:00 p.m.		Call to Order and Roll Call
5:01 p.m.		Approve Agenda
5:03 p.m.		Consent Agenda
	1-3	(1) Minutes from the November 20, 2018 Regular Meeting
	4	(2) Consider approving the Solar Power Energy Ordinance
	5-44	(3) Consider approving the Annual Human Services Contracts
	45-55	(4) Consider approving GeoComm Dispatch Map Migration Contract
	56-57	(5) Consider final approval of the Resolution for Bridge replacement projects S.A.P. 076-598-012 and S.A.P. 076-599-041 to Riley Brothers. Construction, Inc.
5:06 p.m.		Consider Approval of Commissioner warrants and review Auditor warrants reviewed
5:07 p.m.		Commissioner and Board reports
5:26 p.m.		County Administrator Report
5:27 p.m.		Citizens Comments
5:28 p.m.	58	Kelsey Baker, County Administrator Consider approving the appointment of Mike Wirth to the Deputy Assessor position as of December 10, 2018
5:35 p.m.		Other Business Discuss Appleton Demolition Projects
		Possible Break
6:00 p.m.		Truth-in-Taxation Hearing County Administrator Kelsey Baker
6:15 p.m.		Adjournment

SWIFT COUNTY BOARD MINUTES

November 20, 2018

Chairman Rudningen called the meeting to order at 9:00 AM with all members present with exception of Commissioner Pete Peterson. Also present: County Administrator Kelsey Baker, County Attorney Danielle Olson, and several other new employees from Swift County.

Chairman Rudningen asked if there were any changes or additions to the agenda. Andy Albertson will be doing the presentation on the Water Management Plan update, and one addition under other business to add the Martinson Charitable Grant Application. No other changes or additions were requested.

11-20-18-01 Commissioner E. Pederson moved and Commissioner Hendrickx seconded to approve the agenda as amended. Motion carried unanimously.

11-20-18-02 Commissioner Fox moved and Commissioner E. Pederson seconded to approve the Consent Agenda items: (1) Approval of Minutes from the November 1, 2018 work session, (2) Approval of Minutes from the November 6, 2018 Regular Meeting, (3) Approval of signing the AIS Resolution, (4) Approval of two HRA board members renewing their appointment to the HRA board. Lindsey Bruer representing the Appleton area and Susan Hauer is representing the DeGraff area, (5) Approval of moving the scheduled November 28, board meeting/TNT meeting to Wednesday, December 5, 2018. Motion carried unanimously.

Chairman Rudningen requested a change in payment to Scott Mithun from \$10,817.57 to \$2,252.32. The difference of \$8,565.25.

11-20-18-03 Commissioner Hendrickx moved and Commissioner Fox seconded to approve the Commissioner warrants as follows with the above noted exception: County General Revenue, \$130,094.62; Solid Waste Fund, \$52,698.26; Road and Bridge, \$94,479.49; Capital Projects Fund, \$205,800.00; County Ditches Fund, \$25,052.49; County Health Insurance, \$111.40; which includes the following bills over \$2,000: Albany Recycling Center, \$2,438.90; Anoka County Treasury Office, \$4,375.00; Ascheman Oil, \$4,570.58; Association of Minnesota Counties, \$2,250.00; B.G. Amundson Construction, Inc., \$59,092.20; Bituminous Paving Inc., \$19,423.25; Bouwman/Barry, \$11,946.00; Commerford Gravel Inc., \$3,615.25; Contech Construction Products, \$2,891.24; Counties Providing Technology, \$6,145.00; Golden/Alan, \$2,100.00; Heiling Construction Inc., \$16,446.00; Johnson Controls, \$4,603.40; Kandiyohi County Sheriff Department, \$3,837.47; MEI Total Elevator Solutions, \$3,046.00; Mithun/Scott, \$2,252.32; MN Pollution Control, \$13,288.94; Newman Traffic Signs, \$2,707.60; Nolan Baker Ford Sales, \$17,101.36; Overholser Properties LLC, \$3,250.00; Pflipsen Trucking LLC, \$14,394.09; SeaChange Printing & Marketing Services, \$12,443.95; Sussner Construction Inc., \$205,800.00; Swift County Environmental Services, \$4,000.00; Swift County Fair Association, \$17,000.00; Swift County Historical Society, \$18,962.00; Swift County Monitor News, \$2,791.08; UNLINE, \$3,368.21; Waste Management of Northern Minnesota, \$10,912.23; Ziegler Inc., \$3,512.81. Motion carried unanimously.

Board and Committee Reports were given as follows: Commissioner Hendrickx reported on Woodland Centers, Demolition Committee, Private Industry Council and Sub Committee AMC/MACSSA District meeting. Commissioner E. Pederson reported on Soil and Water Conservation District and the City of Benson presentation by Doug Griffith. Commissioner Fox reported on Wellness Committee, Chippewa River Watershed, Woodland Centers and Restorative Practices. Chairman Rudningen reported on Enhancing the Organization, Parks and Trail Council and Glacial Scenic Byway.

Administrator Baker introduced the new Swift County Employees and reported on the Building Project,

Biometric Screening and Health Risk Assessment, South Funded Assurance meeting, Demolition Committee, TNT and the Open House meeting December 5th for the new Veterans Home in Montevideo.

Chairman Rudningen asked for citizen's comments at 9:27 AM. Dennis Larson with MAAC spoke to the Board with concerns regarding the Demolition project in Appleton. There were no others.

Andy Albertsen presented an update for the Swift County Comprehensive Water Management Plan.

11-20-18-04 Commissioner E. Peterson moved and Commissioner Fox seconded to approve the Comprehensive Water Management Plan Resolution. Motion carried unanimously.

The Public Hearing was opened for the Second reading of Solar Power Energy Ordinance at 10:00 AM.

Environmental Services Director Scott Collins explained the purpose of the hearing.

Environmental Services Director Scott Collins presented the notice requirements that were met prior to the hearing.

Environmental Services Director Scott Collins presented the request to the board for approval on Second reading of Solar Power Energy Ordinance.

Chairman Rudningen opened the floor for public comment. There were none.

This motion will go to the board on Dec 5, 2018 for approval.

The Public Hearing for the Second reading of Solar Power Energy Ordinance was closed at 10:03 AM.

Human Services Director Catie Lee requested approval for Annual Services Contracts. A brief discussion was held.

11-20-18-05 Commissioner Hendrickx moved and Commissioner Fox seconded to approve Annual Services Contracts. Motion carried unanimously.

Director Lee presented the monthly Human Services update and Out of Home Placements. A brief discussion was held.

Director Lee requested for a grant application to the Martinson Charitable Grant Foundation up to \$1,000.00 for transportation on the west end of Swift County, for the Mental Health Council.

11-20-18-06 Commissioner Hendrickx moved and Commissioner Fox seconded to approve the application of a grant to the Martinson Foundation up to \$1,000.00 for transportation. Motion carried unanimously.

Fiscal Supervisor Gary Jensen presented the Human Services financial accounts update.

Administrator Baker requested approval of a market study to update the wage scales.

Commissioner Hendrickx requested a grant application to the Martinson Charitable Grant Foundation up to \$3,000.00 for the OHV Fee Comprehensive Planning.

11-20-18-07 Commissioner Hendrickx moved and Commissioner Fox seconded a request for a grant application to the Martinson Foundation for \$3,000.00 for the OHV Fee Comprehensive Planning. Motion carried unanimously.

11-20-18-08 Commissioner Hendrickx moved and Commissioner E. Pederson seconded to adjourn. Motion carried unanimously.

Meeting adjourned at 10:35 AM.

WITNESSED:

Eric Rudningen, Chair

ATTEST:

Kelsey Baker, County Administrator



Request for Board Action

BOARD MEETING DATE:
December 5, 2018

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Environmental Services	REQUESTOR: Scott Collins	REQUESTOR PHONE: 320-843-2356
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approval of Solar Power Energy Ordinance	
AGENDA YOU ARE REQUESTING TIME ON: Click here to enter text.	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: Click here to enter text.
BACKGROUND/JUSTIFICATION: The Swift County Solar Power Energy Ordinance is for the purpose of establishing the processes for permitting solar energy systems and to regulate the installation and operation of solar energy systems within Swift County,	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

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.

Board Action

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



Request for Board Action

BOARD MEETING DATE:
December 4, 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	Consumer Support Program Grant for Adults with Mental Illness	1/1/19-12/31/20	No Change
Greater Minnesota Family Services	In-home Family Based Services	1/1/19-12/31/19	No Change
Prairie Five Community Action Council, Inc.	Transportation Services	1/1/19-12/31/20	Removed escort grant language as they are no longer providing escort services, as in escorting passengers into buildings.
Divine House	Semi- Independent Skills Living Services	1/1/19-12/31/19	Audit Language adjustment by Divine House that matches business practices.
Rhonda Nietfeld Sundermann	Family Based Therapy Services	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

RECITALS

THIS GRANT CONTRACT, and amendments and supplements thereto, is between State of Minnesota, acting through its Department of Human Services, Behavioral Health Division (hereinafter STATE) and the county of Swift, address 410 21st Street, Benson, MN, 56215 (hereinafter COUNTY), witnesseth that:

WHEREAS, the STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6) and 245.461 to 245.486 (the "Minnesota Comprehensive Adult Mental Health Act") is empowered to enter into grant contracts to create and ensure a unified, accountable, comprehensive adult mental health system, and

WHEREAS, pursuant to the Minnesota Comprehensive Adult Mental Health Act, County and State will collaborate to provide supports and services that:

- (1) recognize the right of adults with mental illness to control their own lives as fully as possible;
- (2) promote the independence and safety of adults with mental illness;
- (3) reduce chronicity of mental illness;
- (4) eliminate abuse of adults with mental illness;
- (5) provide services designed to:
 - (i) increase the level of functioning of adults with mental illness or restore them to a previously held higher level of functioning;
 - (ii) stabilize adults with mental illness;
 - (iii) prevent the development and deepening of mental illness;
 - (iv) support and assist adults in resolving mental health problems that impede their functioning;
 - (v) promote higher and more satisfying levels of emotional functioning; and
 - (vi) promote sound mental health; and
- (6) provide a quality of service that is effective, efficient, appropriate, and consistent with contemporary professional standards in the field of mental health.

NOW, THEREFORE, it is agreed:

1. COUNTY'S RESPONSIBILITIES. COUNTY shall:

- 1.1 Work to achieve the mission statement described in the Minnesota Comprehensive Adult Mental Health Act, in accordance with Attachment A, which is attached and incorporated into this grant contract.
- 1.2 Ensure all revenue received by COUNTY and it's contracted, or subcontracted providers shall be managed according to Minnesota Rules chapter 9535.1740, subp.3.
- 1.3 Have written policy and procedures governing accounting and operational procedures.
- 1.4 Ensure that all sub-contracts entered into under this agreement are written to comply with Minn. Stat. 245.466, subd. 3, and 256.0112.
- 1.5 Have a transition plan that complies with Minn. Stat. 245.466 subd. 3a.
- 1.6 Include persons with mental illness and tribal organizations of the county/region in the development, implementation, and evaluation of all Adult Mental Health Plans.
- 1.7 Ensure that Adult Mental Health Initiative projects are planned and administered according to Minn. Stat. 245.4661.
- 1.8 Ensure that Community Support Plan services are planned and administered according to Minn. Stat. 245.4712, subd. 1.
- 1.9 When applicable, ensure contracted providers bill eligible insurance first before using grant funding.
- 1.10 Complete and ensure all data reporting requirements are met, including, but not limited to, requirements related to the Mental Health Information System (MHIS) and the Social Services Information System (SSIS) as directed by the STATE.

2. CONSIDERATION AND TERMS OF PAYMENT.

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

(a.) Compensation. COUNTY will be paid in accordance with Attachment A. Attachment A, "Budget", covers two full calendar years. The total budget amount indicated in Attachment A is to be dispersed over two years. In calendar year 2019, GRANTEE shall not invoice the STATE, and STATE shall not pay GRANTEE, for more than half the total budget amount indicated in Attachment A.

All expenditures must be for services, or items necessary for the delivery of those services. "Capital" purchases are prohibited. Capital purchases are defined as something which has a useful life of more than one year and a per-unit acquisition cost which exceeds \$5,000 and is 1) land, buildings (facilities),

equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; or 2) additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations of the items listed above that materially increase their value or useful life (not ordinary repairs and maintenance).

Revisions to the grant plan budget require prior approval from the STATE. Notwithstanding Clause 9 of this contract, revisions may be done on a form provided by the STATE. Revisions are required when adding or removing a BRASS code to the budget or adding or removing a provider(s). Amendments are required when extending the end date or changing the total grant award, pursuant to Clause 9 of this contract.

(b.) Reimbursement. Reimbursement for travel and subsistence expenses actually and necessarily incurred by COUNTY'S performance of this grant contract shall be no greater amount than provided in the current Commissioner's Plan (which is incorporated by reference) promulgated by the Commissioner of Minnesota Management and Budget. COUNTY shall not be reimbursed for travel and subsistence expense incurred outside the State of Minnesota unless it has received prior written approval for such out of state travel from the STATE.

(c.) Total obligation. The total obligation of the STATE for all compensation and reimbursements to COUNTY shall not exceed one hundred twelve thousand thirty six dollars **(\$112,036.00)**.

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

2.2. Terms of Payment

(a.) Compensation shall be as follows:

The county will receive one initial payment of **\$14,005.00**. Following each March 31st, June 30th, September 30th and December 31st of each year of the contract, the COUNTY will report expenditures on the quarterly SEAGR report (DHS-2557) and on the BRASS-Based Grant Fiscal Report (DHS-2895). The COUNTY must use the DHS-2895 form specific to the grant. Upon receipt, the STATE will reimburse the COUNTY for expenditures reported. (b.) Within sixty (60) days of the end of the grant period, the STATE will complete a reconciliation of payments issued against expenditures reported by the COUNTY.

(c.) If actual expenditures by the COUNTY are less than listed in the total approved program budget at the end of the grant contract's term, the STATE shall reduce the final payment so as not to exceed total expenditures.

3. CONDITIONS OF PAYMENT. All services provided by COUNTY pursuant to this grant contract shall be performed to the reasonable satisfaction of the STATE, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. COUNTY 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 COUNTY must reimburse the STATE upon demand or the STATE may deduct from future payments under this grant contract any amounts paid by the STATE, under this or any previous grant contract, for which invoices and progress reports have not been received, or for which the COUNTY'S books, records or other documents are not sufficient to clearly substantiate that those amounts were used by the COUNTY to perform grant services and in accordance with Minn. Stat. 245.483.

5. TERMS OF GRANT CONTRACT. This grant contract 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, 2020**, or until all obligations set forth in this grant contract have been satisfactorily fulfilled, whichever occurs first. COUNTY understands that NO work should begin under this grant contract until ALL required signatures have been obtained. STATE will notify COUNTY when all required signatures have been obtained. The COUNTY 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 17. Jurisdiction and Venue.

6. CANCELLATION.

6.1. For Cause or Convenience. This grant contract may be cancelled by the STATE or COUNTY at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, COUNTY 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 COUNTY has breached a material term of the grant contract, or when COUNTY'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 notice to the COUNTY. The STATE is not obligated to pay for any services that are provided after notice and effective date of termination. However, the COUNTY 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 COUNTY notice of the lack of funding within fifteen (15) days 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 COUNTY, STATE shall provide COUNTY written notice of the breach and thirty (30) days to cure the breach. If COUNTY does not cure the breach within the time allowed, COUNTY will be

in default of this grant contract and STATE may cancel the grant contract immediately thereafter. If COUNTY has breached a material term of this grant contract and cure is not possible, STATE may immediately terminate this grant contract.

7. AUTHORIZED REPRESENTATIVES and RESPONSIBLE AUTHORITY.

7.1. State. The STATE'S authorized representative for the purposes of administration of this grant contract Gloria Smith or her successor. Such representative, acting on behalf of the STATE, shall have final authority for acceptance of COUNTY'S services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 2.2. All notices required under this grant contract shall be made to the Authorized Representative. If the STATE's Authorized Representative changes at any time during this grant contract, STATE will notify COUNTY in a reasonable amount of time.

7.2. County. The COUNTY's Authorized Representative is Catherine Lee or her successor. If the COUNTY's Authorized Representative changes at any time during this grant contract, the COUNTY must immediately notify the STATE. All notices required under this grant contract shall be made to the Authorized Representative.

8. ASSIGNMENT. COUNTY will not assign, transfer or subcontract any rights or obligations under this grant contract without the prior written consent of the STATE, except to the extent a subcontract is explicitly listed in Attachment A, the Approved Mental Health Plan.

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 COUNTY agrees to be responsible for any and all claims or causes of action arising from the performance of this grant contract by COUNTY or COUNTY'S agents or employees. This clause shall not be construed to bar any legal remedies COUNTY may have for the STATE'S failure to fulfill its obligations pursuant to this grant.

11. STATE AUDITS. Under Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the COUNTY 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 COUNTY under this grant

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 COUNTY 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, COUNTY 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, COUNTY 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 COUNTY has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this grant contract, COUNTY 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 COUNTY, 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 COUNTY, 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 COUNTY upon request of STATE. 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, COUNTY must cite the data, or make clear by referencing that STATE is the source. For clarity, COUNTY may maintain copies of records and Works and Documents it creates under this grant contract.

Responsibilities.

Assignment of Rights. 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 COUNTY, including its employees and subcontractors, and are created and paid for under this grant contract, the COUNTY 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 COUNTY 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 COUNTY 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 COUNTY 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 COUNTY 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 COUNTY is liable for any and all claims or causes of action arising 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 COUNTY will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. This remedy of the STATE will be in addition to and not exclusive of other remedies provided by law.

14. WORKERS' COMPENSATION. The COUNTY certifies that it is in compliance with Minnesota Statute, section 176.181, subdivision 2, pertaining to workers' compensation insurance coverage. The COUNTY'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.

15. VOTER REGISTRATION REQUIREMENT. COUNTY 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 COUNTY.

16. 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.

17. 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.

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

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

20. OTHER PROVISIONS.

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

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

20.3. COUNTY must comply with all applicable requirements of the Open Meeting Law in Minnesota Statutes chapter 13D.

20.4. COUNTY and its subcontractors must comply with the Minnesota Department of Administration, Office of Grants Management policies for grants management.

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

IN WITNESS WHEREOF, the parties have caused this grant 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: _____

Grant No: _____

2. COUNTY

Signatory is authorized by applicable articles, by-laws, resolutions, or ordinances to sign on behalf of the County.

By: _____

Title: _____

Date: _____

I certify that the signatories for the County have lawful authority, by virtue of the by-laws or a resolution, to bind the County to the terms of this grant contract.

(Attorney for County)

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By (with delegated authority): _____

Title: _____

Date: _____

Distribution:

Agency - Original (fully executed) grant contract

County

State Authorized Representative

Grant Contract #:

PURCHASE OF SERVICE AGREEMENT
GREATER MINNESOTA FAMILY SERVICES
AND
SWIFT COUNTY HUMAN SERVICES
January 1, 2019 to December 31, 2019

The Swift County Human Services, 410 21st St. S, Benson, MN 56215, hereafter referred to as “Department”, and Greater Minnesota Family Services, (hereafter GMFS), 2320 E. Hwy. 12, Suite 2, Willmar, Minnesota 56201, hereafter referred to as “Contractor”; enter into this agreement for the period from January 1, 2019 to December 31, 2019.

WITNESSETH

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

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

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

Purchase of Service:

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

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

County and MA/GAMC Funding Model.

GMFS will provide 654 hours of family based services (0.5 F.T.E.). These positions are serviced by Qualified Mental Health Practitioners, qualified to provide mental health practitioner services under the supervision of a licensed Qualified Mental Health Professional. GMFS will accept reimbursement as \$64.88 per hour. All services to Medical Assistance, Prepaid Medical Assistance Plan (PMAP), or commercial insurance eligible and severely emotionally disturbed, and emotionally disturbed children will be billed to insurance. Diagnostic Assessments will be provided on an as needed basis at the request of the Department. Diagnostic Assessments are \$91.60 per unit. A Service Unit includes one hour of direct and indirect service to the client. The Department will pay for one unit (billable hour) per “no show” appointments. The Department will also pay for all copays, deductibles, and coinsurances where there is no secondary MA/PMAP insurance to bill.

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

GMFS will invoice the county or MA/GAMC for qualified services. Costs of this contract for all Family Based services direct and indirect will not exceed \$42,432 for the 0.5 FTE. Each MA/GAMC client with a severe emotional disturbance or emotional disturbance will reduce the county's total costs by billing MA, Prepaid Medical Assistance Program (PMAP) and Targeted Case Management (TCM) (see attached contract) for all direct client contact and travel time.

Number of Client Cases per FTE Caseload

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

Eligibility for Services:

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

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

Delivery of Care and Services:

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

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

- 75% of families utilizing GMFS intensive family based services will remain intact, which will reduce the number of days in out of home placement.
- 75% of families utilizing GMFS intensive family based services will be satisfied with services provided.
- Families with GMFS will use their crisis respite care provider instead of crisis shelter services during periods of child crisis.

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

Payment for Purchased Services:

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

Audit and Record Disclosures:

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

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

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

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

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

Safeguard of Client Information:

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

Equal Employment Opportunity and Civil Rights Clause:

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

Fair Hearing and Grievance Procedures:

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

Relationship of Parties:

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

Bonding, Indemnity and Insurance Clause:

- a. **Bonding:** The Contractor shall obtain and maintain at all times, during the terms of agreement, a fidelity bond covering the activities of its personnel authorized to receive or distribute monies in the amount of \$500,000.
- b. **Indemnity:** The Contractor does hereby agree that it will at all times hereafter, during the existence of this agreement, indemnify and hold harmless the Department from any and all liability, loss, damages, costs or expenses which may be claimed against the Department or the Contractor (1) by reason of any service client's suffering personal injury, death or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this agreement or while on premises owned, leased or operated by the Contractor or while being transported to or from said premises in any vehicle owned, operated, leased, chartered or otherwise contracted by the Contractor or any officer, agent or employee thereof; or (2) by reason of any service client's causing injury to, or damage to, property of another person during any time when the Contractor or any officer, agent or employee thereof has undertaken or is furnishing the care and services called for under this agreement.
- c. **Insurance:** The Contractor does further agree that, in order to protect itself as well as the Department under the indemnity agreement provision hereinabove set forth, it will at all times during the term of this agreement have and keep in force a liability insurance policy in the amount of \$3,000,000.

Unavailability of Services:

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

Conditions of the Parties' Obligation:

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

Subcontracting:

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

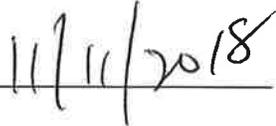
requirements of this contract. The Contractor shall be responsible for the performance of any subcontractor.

Miscellaneous:

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

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

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


Date Signed

Signature _____
Director
Date Signed _____
Swift County Human Services

Chairperson, County Board

Date Signed

Print Name

APPROVED AS TO FORM AND EXECUTION

County Attorney

Date Signed

Print Name

An Equal Opportunity/Affirmative Action Employer

PRAIRIE FIVE COMMUNITY ACTION COUNCIL, INC.

Main Office
7th St. & Washington Ave
Suite 302
P.O. Box 159
Montevideo, MN 56265-0159

Phone: 320/269-6578
FAX: 320/269-6570
TDD: 320/269-6988
www.prairiefive.com
E-mail: prairiefive@prairiefive.org

Branch Offices
Benson
Canby
Ortonville
Madison



Mission Statement: Working together to strengthen the quality of life in our communities.

TRANSPORTATION CONTRACT PRAIRIE FIVE COMMUNITY ACTION COUNCIL, INC. TRANSPORTATION

This agreement is between Prairie Five Community Action Council, Inc., hereinafter referred to as the “Provider,” and Swift County Human Services hereinafter referred to as “SCHS.” This two-year agreement is effective January 1st, 2019, through December 31st, 2020.

Witnesseth

WHEREAS, SCHS desires to purchase transportation services for certain qualified clients; and

WHEREAS, the Provider has registered volunteer drivers, driving their own cars and employed drivers operating public transit buses and vans, available to provide said transportation services to the Agency.

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

I. PROVIDER OBLIGATIONS:

General Description. The provider shall assign a requested ride to a registered volunteer driver according to their standard procedures or to a hired bus driver employed by the Provider. The Provider shall notify SCHS if the ride cannot be provided as soon as is reasonably possible. The Provider shall notify the SCHS of any changes that may affect the Provider’s ability to perform this contract, including, but not limited to, the following: (1) changes in the Provider’s service area; (2) funding considerations; (3) reimbursement changes; and (4) unforeseen operational circumstances.

The Provider, as a public transportation service, reserves the right to transport other riders with clients when such transportation coincides with trip requests by the SCHS.

The Provider has the right to deny services to SCHS clients who do not abide by Provider’s rules or safety regulations, who cause property damage or may be a threat to Provider’s drivers, and for clients who continually cancel rides. SCHS will be informed when rides are refused to clients because of canceling rides.

The Provider shall ensure that the bus drivers and volunteer drivers have been advised of the Minimum Standards and Codes of Conduct. All drivers shall be required to comply with Provider rules, Codes of Conduct and Minimum Standards.

Provider's personnel, upon request, shall provide SCHS with such information regarding the qualifications of its staff, including professionals, volunteers, and others, 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 Agency's consent.

Agency Access: SCHS or any authorized representative shall have the right to conduct periodic on-site visits to determine compliance with this Contract and to evaluate the quality of service provided under this Contract.

II. ELIGIBILITY:

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

III. SERVICES:

Prairie Five *RIDES* will provide transportation services for SCHS. All transportation requests will be made directly from SCHS personnel to the *RIDES* Transportation Dispatchers. SCHS shall make arrangements with the Provider for rides according to Agency standard procedures. SCHS shall send requests by email or fax to the Provider's dispatchers to schedule the ride. Provider shall provide information to SCHS clients to include who will be providing the ride, scheduled pick-up times and other pertinent information. If SCHS becomes aware of a cancellation by a client for which a ride has been scheduled SCHS shall notify Provider of such cancellation. If required and authorized by law, SCHS shall provide the client Medical Assistance number or other information necessary for billing.

IV. DISCRIMINATION:

Prairie Five *RIDES* 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 Prairie Five *RIDES* for transportation costs at the agreed mileage rate. This rate will cover the cost of providing transportation and authorized costs incurred as a result of providing transportation for SCHS clients. Prairie Five *RIDES* mileage rate will be a Sliding Mileage Fee based on the Federal Mileage Reimbursement Rate which is set for 2018 and 2019 plus the Operation Fee of \$.28 per mile per passenger. However, if the Federal Mileage Rate changes during the year from the rate set at the beginning of 2019, the contract fee will adjust to the same rate plus the

Operations Fee of \$.28 per mile. If the Federal Mileage Rate is adjusted to a fraction of a cent, the fraction of a cent will be rounded to the nearest whole cent, which Prairie Five *RIDES* shall collect as an additional operation fee per mile per person. Any ride that is not cancelled at least three (3) hours before the scheduled ride and any ride scheduled for the next day between 6 a.m. and 7 a.m. that is not cancelled by 5 p.m. the preceding business day will be billed to SCHS at whichever is greater, \$10.00 per person or the Sliding Mileage Fee for any mileage incurred to client's pickup location. SCHS will reimburse meals, parking, and overnight lodging expenses, if needed, for the Prairie Five *RIDES* Bus Driver or Volunteer Driver. Lodging and meals are based on Medical Assistance limits. Escorts are allowed to ride at no cost when it is necessary that they ride to assist the passenger. These rates may be adjusted with the written agreement of both parties involved.

VI. BILLING:

Prairie Five *RIDES* will submit to SCHS on or before the fifteenth (15) day of each month, a billing for each SCHS client for which transportation services were rendered. For rides that are not billed for a given month will be re-billed in the next invoice cycle. Prairie Five *RIDES* will not collect a fare from both person and agency for the same trip. Prairie Five *RIDES* shall ensure that no fees are charged to persons referred and certified by SCHS for transportation services.

VII. REIMBURSEMENT:

SCHS agrees to reimburse Prairie Five *RIDES* for transportation services rendered within thirty (30) days of the date of the monthly billing submitted by Prairie Five *RIDES*.

VIII. BOOKS, RECORDS, AND REPORTS:

Prairie Five *RIDES* agrees to keep and maintain good and proper business records of all services and charges provided under this Agreement. Copies of receipts for meals and parking will be included with the bills, and the originals kept on file in the Prairie Five office. All books, records, documents, and accounting procedures and practices of Prairie Five Community Action Council, Inc. that are relevant to this Agreement, are subject to examination by SCHS, the Minnesota Department of Human Services, or other personnel authorized by SCHS. Provider's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription and audit by SCHS and either the Legislative or State Auditor, pursuant to Minn. Stat. 16B.06, subd. 4. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this contract.

VIV. CLIENT TRANSPORTATION NEEDS:

Prairie Five *RIDES* will provide door-to-door service for SCHS clients. Bus drivers will assist passengers using the bus lift and will secure wheelchair passengers. SCHS personnel must inform the Prairie Five *RIDES* staff if a vehicle equipped to handle wheelchairs is required.

X. NOTICE OF TRANSPORTATION NEEDS:

SCHS agrees to provide Prairie Five *RIDES* at least twenty-four (24) hours advance notice, with the time and location of the individual(s) to be transported. SCHS will be responsible for advising Prairie Five *RIDES* of their client's special needs, and the approximate length of client appointments. SCHS staff will convey all necessary information (date/time and location of appointment) to the Prairie Five dispatch personnel. Information necessary to schedule transportation may be emailed or faxed to Prairie Five *RIDES* at rides@prairiefive.org or (320) 269-7011. Phone calls for *RIDES* will be accepted on a call-by-call basis but must be followed by an email or fax for ride request. It is the responsibility of SCHS to convey all necessary information to Provider.

XI. DRIVER AND VOLUNTEER DRIVER TRAINING:

Prairie Five *RIDES* personnel will coordinate training of drivers and volunteer drivers. Prairie Five *RIDES* warrants that all personnel employed, including but not limited to drivers and volunteer drivers, to provide services under this Agreement are trained and qualified to provide services as required by the state law except that volunteer drivers will not be trained to provide medical assistance for passengers.

XII. CONFIDENTIALITY

The Prairie Five *RIDES* Program Director will ensure confidentiality of client information, maintain records, and make arrangements for training its personnel on data privacy issues as provided for in the Minnesota Government Data Practices Act, Minn. Stat. Chapter 15. Each volunteer driver will be personally interviewed. All policies and procedures will be explained, and volunteers will acknowledge their awareness and compliance in writing.

XIII. INSURANCE:

SCHS and Prairie Five *RIDES* must have adequate liability insurance to guard against unforeseen circumstances as a result of this coordination effort. Prairie Five *RIDES* will carry excess Accident, Personal Liability, and Automobile Liability Insurance as required by statute for its volunteer drivers and public transportation vehicles. Volunteer drivers must carry at least the minimum amount of liability insurance required by state law. The volunteer driver's own automobile liability insurance is primary coverage and Prairie Five will carry **Excess** liability coverage.

XIV. INDEMNITY:

It is a specific condition of this Agreement that Prairie Five *RIDES* shall indemnify and hold SCHS harmless from any loss, damage or expense of whatsoever kind or nature which may arise or be incurred in connection with the carrying out and the performance of the Agreement.

XV. ASSIGNMENT:

Neither party may assign its or their right or obligations under this agreement without the prior written consent of both parties.

XVI. TERMINATION:

This agreement may be terminated at any time, without cause, by either party upon thirty (30) days written notice to the other party.

XVII. MISCELLANEOUS:

Governing Law: This agreement has been executed in the State of Minnesota and shall be governed by and construed in all respects in accordance with the law of the State of Minnesota.

Entire Agreement: This document represents the entire agreement of the parties and, except as provided herein, it shall not be amended, assigned or otherwise modified by either of the parties other than by writing signed by the parties.

Severability: If any provision of this Agreement is held to be invalid, the remainder of this Agreement will not be invalidated or affected thereby.

Headings: The articles, sections and other headings contained in this Agreement are for reference purposes only and shall not be deemed to be a part of this Agreement or to affect the meaning or interpretation of this Agreement.

No Waiver: Failure of either party to complain of any default by the other party hereunder or to enforce any of such party's rights hereunder, no matter how long such failure may continue, shall never constitute a waiver of such party's rights hereunder, including the right to seek monetary damages for a default. No waiver of any provision hereof shall constitute a waiver of any other provision hereof, nor a waiver of the same provision at any subsequent time.

Revision of Laws: In the event that there is a revision of Federal, State, or Local statutes, rules or other law, which might make services provided under the terms of this Contract or any portion thereof unlawful, all parties will review the Contract and renegotiate those items necessary to bring the Contract into compliance with the new law. Refusal to renegotiate within seven (7) days of a request, so as to bring this Contract into compliance with the new law immediately (or within a reasonable time if immediate compliance is not possible) shall be cause for termination of the Contract as of the date when the Contract is out of compliance.

Minnesota Law to Govern: This Contract shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Contract shall be venued in the State of Minnesota, County of Provider.

SWIFT COUNTY HUMAN SERVICES:

By _____
DIRECTOR and/or BOARD CHAIR

Date _____

Printed Name _____

PRAIRIE FIVE CAC, INC.

By Debra J. Larson
EXECUTIVE DIRECTOR

Date 11-14-18

Printed Name Deb Larson

IN WITNESS WHEREOF the parties have executed this Agreement upon the date first above written.

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

2019

903

Swift County Human Services, 401-21st Street South, Benson, Minnesota, 56215, hereinafter referred to as the "Agency" and Divine House, 328 5th Street SW, Willmar, MN, 56201, hereinafter referred to as the "Contractor"; enter into this agreement for the period of **January 1, 2019 to December 31, 2019**, regardless of signature dates.

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

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

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

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

I. CONTRACTOR'S DUTIES

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

II. COST AND DELIVERY OF PURCHASED SERVICES

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

III. ELIGIBILITY FOR SERVICES

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

IV. INDIVIDUAL SERVICE AND HABILITATION PLAN

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

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

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

V. PAYMENT FOR PURCHASED SERVICES

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

VI. AUDIT AND RECORD DISCLOSURES

The Contractor shall:

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

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

- B. Allow personnel of the Agency, the Minnesota Department of Human Services, and the Department of Health and Human Services, access to the Contractor's facility and records at reasonable hours to exercise their responsibility to monitor purchased services.
- C. Maintain all records pertaining to the contract at **328 5th Street SW, Willmar, MN, 56201**, for four years for audit purposes.
- D. Comply with policies of the Minnesota Department of Human Service regarding social services recording and monitoring procedures, as defined in the Department of Human Services Social Services Manual, and the administrative rules of the State Agency.

VII. SAFEGUARD OF CLIENT INFORMATION

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

VIII. EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS AND NONDISCRIMINATION

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

IX. FAIR HEARING AND GRIEVANCE PROCEDURES

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

X. BONDING, INDEMNITY, INSURANCE, AND AUDIT CLAUSE

- A. **Bonding** (For Private/Non-Profit Contractors Only): The Contractor agrees to obtain and maintain for the duration of this Contract a fidelity bond covering the activity of the Contractor's personnel authorized to receive or distribute monies. Such bond shall be in the amount of **\$100,000**.
- B. **Liability** (For State Operated Contractors Only): To the extent provided in the Tort Claims Act, Minnesota Statutes, section 3.736, the Contractor agrees to be responsible for loss, damage or injuries arising from its own negligence if:
- a. by reason of any service, a person suffers personal injury, death or property loss or damages either while participating in or receiving services from the Contractor; or
 - b. by reason of any service, a person causes injury to, or damage to, the property of another person or individual during any time when the Contractor or employee thereof has undertaken or is furnishing the care or service called for under this Contract.
- C. **Indemnity** (For Private/Non-Profit Contractors Only): The Contractor agrees that it will at all times indemnify and hold harmless the Agency from any and all liability for loss, damage or injuries arising from its performance under this Contract:
- a. by reason of any service, a person suffers personal injury, death or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this Contract, or while on premises owned, leased, or operated by the Contractor, or while being transported to or from the premises in a vehicle owned, operated, chartered, or otherwise contracted for by the Contractor or its assigns; or
 - b. by reason of any service, a person causes injury to, or damage to, the property of another person or individual during any time when the Contractor, the Contractor's assigns or employee thereof has undertaken or is furnishing the care or service called for under this Contract.
- D. **Insurance** (For Private/Non-Profit Contractors Only): The Contractor further agrees, in order to protect itself and the Agency under the indemnity provisions set forth above, to at all times during the term of this Contract have and keep in force a liability insurance policy in the amount of **\$1,000,000** for bodily injury or property damage to any one person or individual and **\$1,500,000** for total injuries or damages arising from any one incident.

- E. **Audit** The Contractor agrees that ^(BS) *a reviewed financial statement will be completed by a CPA* ~~within 90 days of the close of its fiscal year an audit will be~~ ^{firm} ~~conducted which will meet the requirements of the Single Audit Act of 1984, P.L. 98-502 and~~ *reviewed financial statement* ~~Office of Management and Budget Circular No. A-128: After completion of the audit, a copy of~~ *the audit report shall be filed with the Agency upon request.*

XI. CONTRACTOR DEBARMENT, SUSPENSION AND RESPONSIBILITY CERTIFICATION

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

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

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

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any Federal, State or local governmental department or agency;
- b. have not within a three-year period preceding this contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract; 2) violated any Federal or State antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; 2) violating any Federal or State antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- d. are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this contract are in violation of any of the certifications set forth above; and
- e. shall immediately give written notice to the Contracting Officer should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (Federal, State or local government) transaction; violating any Federal or State antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

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

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

XI. CONDITIONS OF THE PARTIES' OBLIGATIONS

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

XII. SUBCONTRACTING

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

XIII. MISCELLANEOUS

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

The remainder of this page has intentionally been left blank.

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

Signatures

1.  _____ 11-15-18 _____
Divine House Date

2. _____
Director of SCHS, Catherine Lee Date

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

Approved As To Form And Execution:

4. _____
Swift County Attorney, Danielle Olson Date

2019

Swift County Human Services, 410-21st Street South, Benson, Minnesota, 56215, hereinafter referred to as the "Department" and Rhonda Nietfeld-Sundermann, 26474 State Hwy 4, Paynesville, MN 56362, hereinafter referred to as the "Contractor", enter into this agreement for the period of **January 1, 2019 to December 31, 2019**.

Witnesseth

WHEREAS, the Department, wishes to purchase professional mental health 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 mental health 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.

Individual - Means a single person, marital or cohabitating couple, or some other multi-person configuration of significant or related persons in which the need for outpatient type mental health or counseling services have been identified.

Family Service Plan (FSP) - Means a written document indicating problems, goals, objectives, monitoring, and evaluation components and the like related to individuals receiving child protection services.

Notification of Individual - Means notification in writing to the male or female head of the client group receiving services under this Contract.

Child Outpatient Diagnostic Assessment (40500) - Means diagnostic assessment of a child including history, mental status, or disposition; psychological testing by physician/psychologist. This excludes diagnostic assessments provided as part of a day treatment or family community support services, and those provided by staff of a residential or inpatient program.

Adult Outpatient Diagnostic Assessment (40800) - Means diagnostic assessment of an adult including history, mental status, or disposition; psychological testing by physician/psychologist. This excludes diagnostic assessments provided as part of a day treatment or community support program, and those provided by staff of a residential or inpatient program.

Psychotherapy with patient and/or family member (45200) - Means counseling services provided by a mental health professional to an individual or family member experiencing difficulties within the home.

Family psychotherapy (45300) - Means counseling services provided to a family experiencing difficulties within the family system.

200 Purchase of Services

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

Code	Title	Unit Type
40500	Child Outpatient Diagnostic Assessment	HR-Hour
40800	Adult Outpatient Diagnostic Assessment	HR-Hour
45200	Psychotherapy. With patient and/or family member	HR-Hour

2. The unit cost for services to reimbursement eligible individuals shall be at the following rates:

Professional Type	Rate
a. Qualified Mental Health Professional	\$190.00
b. Rule 79 Clinical Supervision	\$ 93.00

3. The total amount to be paid to the Contractor for purchased services shall not exceed **\$20,000** for the duration of the Contract. It is mutually understood that flexibility shall be used in the management of the total Contract dollars.

300 Delivery of Services

1. The Contractor will keep their license to practice therapy in good standing.

2. Services will be provided to individuals by the Contractor either from the contractors place of business or at Swift County Human Services - in Benson. Appointments will be arranged to take place in the individual's home at mutually convenient times. Such scheduling is at the discretion of the Contractor.

3. The Contractor agrees to provide services, when applicable, in accordance with licensing standards and in accordance with the type, amount, frequency, and duration that meets the needs of the individual/family or the requirements of court.

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

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 individual 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 counseling/therapy services;
- ✓ maintain contact with the Department's case manager ;
- ✓ attend case specific meetings, when requested;
- ✓ obtain necessary authorizations to exchange information; and
- ✓ prepare monthly summary reports for case managers and additional reports if needed for court.

9. 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 case specific meetings, and the like and/or;
- ✓ perform any necessary court services related functions.

400 Eligibility For Services

1. The Contractor will receive referrals from the Case Manager as approved by the Social Services Supervisor. 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 an individual is no longer eligible to receive services or that services are

no longer needed or appropriate, the Department should notify the Contractor within 5 days of the determination. Further, that Department should notify the individual 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 ten (10) days prior to the proposed date of discharge or termination and must include the specific grounds for discharge or termination of service(s), and document the attempts to resolve the specific grounds. The Contractor shall not prematurely discharge or terminate services to an individual unless delay would seriously endanger the health, safety, or well-being of the individual or others.

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 for furnishing purchased services to referred clients.
- The determination of when to terminate purchased services.

600 Performance Based Criteria

1. Target Group - This Contract is aimed at serving adults and children who are receiving child protective services or are at high risk for needed child protective services.

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

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-personal feelings;
- b. positive change in intra-family relations;
- c. positive change in inter-personal relations;
- d. positive change in parent/child relations; and
- e. positive change in daily living.
- f. risk of continued or future risk of maltreatment will be reduced.

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

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

700 Individual Service Plan

1. Services provided will be designed to assure that the family served attains the goals specified in the family's **FSP**. The Contractor will prepare an **FSP** with stated short-term objectives having measurable criteria and insure that the **FSP** is on file for each individual.

2. All **FSPs** for families 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 **FSP** 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 **FSP**.

800 Contractor Qualifications and Training

The Contractor is qualified to provide services covered by the scope of their licensure.

900 Payment for Service

The Contractor shall submit, within five (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**.

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.

1000 Audit and Record Disclosure

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

- Psychological evaluation and other like reports - as needed;
- Vendor Service Vouchers – monthly; and
- Statistical Reports – as requested

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 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, **26474 State Hwy 4, Paynesville, MN 56362, Minnesota.**

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

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 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 Rhonda Nietfeld-Sundermann or his successor.

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.)

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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.  11/15/18
Rhonda Nietfeld-Sundermann Date

2. _____
Catherine Lee, SCHS Director Date

3. _____
Eric Rudningen, Swift County Board Chair Date

Approved As To Form And Execution:

4. _____
Danielle Olson, Swift County Attorney Date



Work Order # 20181012 – SWMN
GeoComm Dispatch Map Migration
 October 12, 2018

Geo-Comm, Inc.
 601 W. Saint Germain St.
 St Cloud, MN 56301
 Phone (320) 240-0040
 Fax (320) 240-2389

Swift County, Minnesota
 Sheriff John Holtz
 301 14th Street North
 Benson, MN 56215
 Phone (320) 843-3133
 john.holtz@co.swift.mn.us

Description	Total Price
GIS Map Data Review Service	\$1,995
Dispatch Map Software GIS Data Build Service	\$1,000
Dispatch Map Remote Implementation Services (Qty 2)	\$1,778
Dispatch Map Remote Training Services	\$762
Dispatch Map Project Management Services	\$1,000
Standard Dispatch Map Term Licensing (Qty 2); Year 1	\$3,850
Standard Dispatch Map Term Licensing (Qty 2); Year 2	\$3,850
Standard Dispatch Map Term Licensing (Qty 2); Year 3	\$3,850
Subtotal:	\$18,085
Price Adjustment:	(\$6,535)
Total:	\$11,550

Geo-Comm, Inc. (GeoComm) will remotely deploy two (2) Dispatch Map licenses at Swift County. Dispatch Map will replace Swift County’s existing GeoLynx Desktop dispatch mapping software.

A full scope of work is attached to this Work Order as Exhibit A. Swift County responsibilities are attached to this Work Order as Exhibit B.

Swift County agrees to the following payment terms:

- \$3,850 service fees and year one term licensing fee invoiced net 45 upon completion of installation and training
- \$3,850 year two term licensing invoiced net 45 at the beginning of year two support
- \$3,850 year three term licensing invoiced net 45 at the beginning of year three support

GeoComm will honor Swift County’s existing GeoLynx Software Support and Maintenance agreement through its established expiration date at which time the renewal Software Support and Maintenance contract will reflect the Dispatch Map rates quoted herein.

Agency: Swift County, Minnesota
Agency PO# (if required by Customer)
Print Name:
Signature:
Date:

Exhibit A – Scope of Work

GeoComm Dispatch Map (Dispatch Map) offers the latest in cutting edge mapping software. The fully featured mapping application provides professional-grade mapping with tools specifically tailored for 9-1-1 emergencies. Utilizing Esri's leading Geographic Information Systems (GIS) technology, Dispatch Map provides sophisticated GIS in today's 9-1-1 centers. Dispatch Map allows Dispatch Centers to map traditional 9-1-1 calls and add accurate indoor locations from phones through RapidSOS NG9-1-1 Clearinghouse.

Project Approach

GeoComm will complete the following phases for timely completion of your project.

- Phase One: Project Initiation
- Phase Two: Software Map Build
- Phase Three: System Configuration and Implementation
- Phase Four: System Training
- Phase Five: Acceptance Test Plan Execution
- Phase Six: Software Support and Maintenance

GeoComm will provide regular status updates which will include:

- General progress updates
- Meetings held, planned, or needed
- Issues/problems encountered or anticipated
- Goals for the next reporting period
- Schedule review
- Customer responsibilities

Phase One: Project Initiation

At the start of the project, GeoComm will assign a project team. The project team will be assigned the project elements, both technical and administrative, to ensure timely completion of the project. The team is a combination of the project-appropriate GIS and 9-1-1 systems experts who will collaborate to deliver the required project components.

One of the first activities of the project team will be to ensure the team has an accurate understanding of Swift County's project objectives. The team will communicate internally to understand the scope of work, project schedule, and individual responsibilities. This is an important step towards successful and timely project completion.

Once the team is established and has communicated the project objectives, a project initiation meeting will be scheduled and conducted with Swift County's project team. At this meeting, the GeoComm team will present our approach and anticipated project schedule. The meeting agenda will include:

- Introductions and identification of project team members and roles

- Timeline and deliverable review
- Project approach review
- Project communication methods
- Review process for submitting GIS data to GeoComm
- Review the Dispatch Map data requirements and data submission form

Phase Two: Software Map Build

Following the project initiation meeting, we will configure our internal GIS system to accept GIS data uploads from Swift County, at which time Swift County would submit their GIS data to the system. The data must meet the minimum Dispatch Map data requirements provided by GeoComm. In addition, Swift County will submit a completed data submission form as discussed during the project initiation meeting. Swift County will be responsible for providing the form to those responsible for contributing the GIS data, Master Street Address Guide (MSAG), and Automatic Location Information (ALI) databases.

After the data has been submitted, our GIS team will review the data to identify any critical errors. Critical errors are errors which would stop the map from loading in the Dispatch Map application or would impact key software functionality. Common GIS errors or MSAG and ALI mismatches or low match rates are not considered critical in this instance. If critical errors are found, our GIS team will notify the data submitter for correction or to discuss a plan for resolution.

If no critical errors are identified, we will set up the GIS data in our internal GIS system and process an initial map build and data analysis. In addition, the MSAG and ALI database will be compared to the GIS data to determine the level of synchronization between these three databases. A digital report outlining the analysis results will be provided to Swift County. It will outline issues with the data or with matches to the MSAG and ALI which could result in low call match rates to the map. After the analysis and map build are complete, the map build will undergo quality control (QC) and testing processes to ensure its proper performance within Dispatch Map.

The following tasks will be accomplished during this phase:

- Swift County's GIS data schema transformed into Dispatch Map data schema
- A map package (.mmpk) will be created for use within Dispatch Map
- A GIS data, MSAG, and ALI database Analysis report will be delivered, following the analysis completion
- Creation of local area configuration file (.mmds), if local imagery is loaded into Dispatch Map. Swift County is responsible for providing GeoComm their aerial imagery, its current format. Aerial imagery would reside on each individual workstation.

Notes: Swift County must provide image projection and file type for local aerial imagery functionality.

Delays with data delivery to GeoComm or delays due to map updates being completed by Swift County may affect the timing of the Dispatch Map installation.

All GIS updates and quality are the responsibility of Swift County. This agreement does not include GIS data maintenance.

Phase Three: System Configuration and Implementation

At this point in the project, the project team will be coordinating a time for remote implementation services. GeoComm will provide documentation and training as needed to improve overall project success and future system maintenance understanding.

System implementation is planned with the project team to ensure the least disruption to existing, on-going operations. Prior to implementation, Swift County must ensure all requirements within this agreement are met. When implementing Dispatch Map, GeoComm will:

- Install and configure the software described in this agreement
- Configure settings and features
- Assist in standard system set up (i.e. Saved Places, RapidSOS, Pictometry)

Phase Four: System Training

GeoComm will provide Swift County comprehensive user and administrator training. The following training sessions will enable system users and administrators to maximize the system usage following installation. System Administrators are encouraged to participate in one User Training session to better understand system functionality. Training will be provided remotely.

	Administrator Training	User Training
Audience	System Administrators	System Users
Duration	Up to 2 hours	2-3 hours (depending on functionality)
Class Size	2-4	12
Number of Sessions	1	2
Course Content	Introduction System Architecture <ul style="list-style-type: none"> • GeoComm Essential Server • Databases • Network communication • Map data Installation <ul style="list-style-type: none"> • Reconfiguration • Reinstallation Maintenance Procedures <ul style="list-style-type: none"> • Adding updated map data Configuration Options <ul style="list-style-type: none"> • Configurable settings 	Introduction General Background Instruction <ul style="list-style-type: none"> • Map Layers • Layer Types • Function of Map Data Functionality Training <ul style="list-style-type: none"> • Core PSAP mapping functionality Procedural Training <ul style="list-style-type: none"> • Scenario-based training • Hands-on-learning

Help Guide

Browser-based help is accessible through a single click from within the application. Assistance for specific topics can be accessed through the search feature or from the categories displayed at the top of the page.

The on-screen help guide information is always up-to-date. With each service pack or system release, the on-screen help information is updated, eliminating out-of-date paper manuals.

Phase Five: Acceptance Test Plan Execution

After the software is implemented and training is complete, GeoComm will complete a software acceptance test plan to ensure the final installation has been tested. GeoComm's technical team will work with Swift County to ensure all functionality contracted for is included in the final system. If any gaps are identified, a plan for resolution will be developed.

Phase Six: Software Support and Maintenance

Dispatch Map is offered to Swift County as term licensing for a contract period of three years. Immediately following software installation, software support and maintenance will commence and continue for three years. GeoComm's software support and maintenance includes:

- Support Desk Services
- Remote Connection Services
- Recurring Map Package Creation
- Software Updates and Enhancements
- Software Reinstallation

Support Desk Services

Support desk services consist of technical assistance and product use coaching by trained, experienced specialists in an advisory capacity via a toll-free telephone number or e-mail relating to the operation of any portion of the GeoComm Family of Products. All calls for service are logged in NetSuite, GeoComm's customer relationship management software. Upon receiving communication regarding a software issue, the Technical Support Analyst will work with you to resolve it. If all analysts are busy assisting other customers, a return telephone call will be made.

Emergency calls are addressed 24 hours a day, 7 days a week via a toll-free number/pager system based on mission critical nature of the GeoComm solutions implemented as indicated in the response table below. A technical staff member will return your emergency calls requiring immediate attention. GeoComm defines emergency calls as one of the following:

- Software fails to process incoming 9-1-1 calls
- An ALI format change has taken place which requires reparsing
- System locks up repeatedly without ability to recover

Our response to customer issues is fast because GeoComm develops all its software components, trains our technicians on advanced troubleshooting methods, can remotely connect to your system, and can interact with your software remotely. This results in quicker diagnosis and call closure. Ultimately, this means less downtime and maximum software functionality benefits.

During our regular business hours, 8 a.m. to 5 p.m. Central Standard Time, Monday through Friday, excluding holidays, you will be allowed unlimited toll-free calls and e-mails related to any concern with the software.

If the technical support line is called outside of regular business hours with non-emergency matters that could be addressed during regular business hours, you will be billed for such calls at an hourly rate (minimum one hour). These fees will be payable, in addition to the normal annual support and maintenance fee, within 30 days of receiving an invoice.

GeoComm's response time commitment is depicted in the following table:

Priority	Description	Response Time
Critical Impact – Service Not Available	Service is unavailable or halted Data is unavailable or nonfunctional Service productivity or functionality is severely compromised There is a complete loss of service for all End Users and there is no ability to avoid or reduce the incident via a workaround	Less than one (1) clock hour 24 x 7
Major Impact – Severely Impaired	Service performance/functionality for all End Users is seriously impaired or degraded Data accuracy is seriously impaired There is no ability to avoid or reduce the effect of the incident via a workaround	Less than one (1) clock hour 24 x 7
Minor Impact – Minimal Degraded Performance or Functionality; Single User Issues	Service has encountered a non-critical issue with minimal loss of performance/functionality Data accuracy is minimally degraded May be identified as a functional defect Complete stoppage of a Single End User A partial loss of service for an End User and there is a way to reduce the effect or completely avoid the impact of the incident via a workaround at a reasonable cost	Less than two (2) business hours Monday through Friday 8 a.m. to 5 p.m. Central Standard Time
Low Impact – Single User Application Issue	Service is unavailable or degraded (not a complete work stoppage) for a Single End User There is a way to reduce the effect or completely avoid the impact of the incident via a workaround at a reasonable cost	Less than four (4) business hours Monday through Friday 8 a.m. to 5 p.m. Central Standard Time
No Impact	Password resets Requests for access rights File restores Issues of similar importance	Less than 48 business hours Monday through Friday 8 a.m. to 5 p.m. Central Standard Time

Concerns or questions specifically related to GIS can be answered by a GeoComm GIS Specialist but will be billed at an hourly rate with a minimum billable charge of one hour.

Remote Connection Services

Support includes remote connection into your software for troubleshooting by Technical Support Analysts. The standard and preferred method for connection is GoToAssist over the Internet. GoToAssist sessions are protected by end-to-end, government-approved, 128-bit Advanced Encryption Standard (AES) encryption, as well as Secure Sockets Layer (SSL) encryption of

point-to-point connections. In addition, GeoComm supports common Virtual Private Network (VPN)s for remote connection.

Remote connection services do not cover calls related to issues with other vendors' systems.

Recurring Map Package Creation

Swift County will be allowed recurring GIS data uploads to the internal GeoComm GIS system to receive updated map packages for Dispatch Map. Upon data submittal, GeoComm will:

- Transform data into required schema (if schema differs from time of initial system installation)
- Review submitted GIS data to ensure there are no critical errors
- Develop a map package (.mmpk) for use in Dispatch Map
- Create the local area configuration file (.mmds) if local imagery is provided in the required format and loaded into Dispatch Map

After the map packages have been created and passed QC, we will upload the local aerial image configuration file (.mmds), and map package (.mmpk) to our Sharefile site and send a link of the location to Swift County for downloading. GIS Analysis reports are not included as a deliverable under the basic recurring map package creation service.

A completed map package will be returned to Swift County within five (5) business days of receipt of all GIS data meeting minimum requirements. If the data does not meet minimum requirements, we will notify the submitting agency and request updated data. Once new data has been received, we will provide a completed map package within five (5) business days. Swift County is responsible for placing the completed map package into the Dispatch Map software.

Software Updates and Enhancements

GeoComm recognizes the importance of continued software enhancements and innovation. Our software applications are systematically developed to ensure new software enhancements and latest technological changes are incorporated regularly into each of our software application.

Our Product Management Team is responsible for staying on top of all industry-related developments and incorporating desirable features into our software family of products. Features incorporated into the latest software releases are based on a variety of factors, such as industry changes, customer requested enhancements, and the overall impact to our customer base, etc.

GeoComm regularly releases service packs and feature packs containing fixes and new functionality, respectively. Software support and maintenance customers are eligible for all new service packs and feature packs for the term of their agreement. GeoComm will work with eligible customers to upgrade to the latest release at an agreeable time.

Software Reinstallation

In the event of a hardware failure, GeoComm will reinstall the server or desktop software applications as part of the current support and maintenance agreement. Swift County will be responsible for repairing or replacing the affected hardware. If Swift County can provide GeoComm with a remote connection to the system, reinstallation can be performed remotely. If Swift County does not have remote access into their system for GeoComm's technicians to perform the work remotely, Swift County will be responsible to pay for the shipment of the system to and from GeoComm to complete the work.

Note: Software reinstallation pertains to emergency hardware failures only and does not cover planned hardware upgrades for the server or workstation hardware.

Software Support Exclusions

GeoComm software support obligations shall not extend to:

- Calls for service related to third party hardware or network components
- Software reinstallation due to:
 - Hardware replacement or upgrade
 - Purposeful reformatting of hard drives due to malware or virus infections
- Manually retrieving call records, Computer Aided Dispatch (CAD) incidents, or AVL data for an end user for reasons other than those covered under GIS and Technical Support maintenance agreement.
 - Covered retrieval services include those related to GIS Managed Services and/or troubleshooting software defects
- Requests for customized features or functionality programming
- Troubleshooting issues upstream from GeoComm's applications (i.e. ALI delivery problems)
- Calls unrelated to any GeoComm product or service

Exhibit B – Customer Responsibilities

It is requested that Swift County provide the following general project support:

- Assist in coordinating and attend periodic conference calls
- Provide pertinent project information and documentation
- Assist in ongoing quality assurance
- Provide a single point of contact at Swift County available for communication throughout the project and system implementation
- Assign appropriate staff to attend the training courses provided
- Have standard IT procedures in place including disaster recovery, system backups, etc.
- Keep and maintain backup copies of current software and current map data files
- Provide a projector for use during all onsite training
- Provide Internet connection for remote training participants
- Submit required GIS information (e.g. GIS map data, public safety databases, and/or other resources) to our website (<http://www.geo-comm.com/data-submission>).

In addition to the requirements above, Swift County will be responsible for the following project-specific support:

Software Map Build

- Provide GIS data meeting minimum requirements, including:
 - Required GIS layers with fields present
 - GIS data in one of the following formats: file geodatabase, personal geodatabase or shapefile. If shapefiles are provided, following extensions for each layer must be included: .shp, shx, dbf, prj
 - GIS data layers in ArcGIS-supported projection and not projected as Web Mercator Auxiliary Sphere
 - GIS data point layers which are not multipoint layers
 - Road Centerline and Emergency service responder polygon layers must not contain complex geometry such as “Circular” or “Bezier” arcs
 - Only alphanumeric or underscore ('_') characters are supported in layer names or table names (this applies also to sheet names in Excel spreadsheets). Underscores ('_') or numbers may not be used to start a layer name
 - Only alphanumeric or underscore ('_') characters are supported in field names in layers or tables. Underscores ('_') or numbers may not be used to start a field name
 - MSAG in Microsoft Excel format
 - ALI database (also known as TN extract or telephone records) in Microsoft Excel format
 - Local aerial imagery information for aerial imagery meeting minimum requirements for use in Dispatch Map including file type and projection (details to be provided in form at the start of project)

Note: Typically, the 9-1-1 administrator knows who to contact to obtain the MSAG and ALI database: either from a hired E9-1-1 Database Coordinator or from someone within your agency.

Dispatch Map Workstation Requirements

- Install, configure, maintain, and support at least one workstation computer meeting the specifications listed below for each license of GeoComm Dispatch Map

System Component	Requirement
Operating system	Windows 10, 64-bit Windows 8.1, 64-bit Windows 7, 64-bit Note: The operating system must have the latest Windows updates
Microsoft .NET framework	Microsoft .NET Framework 4.5.2 or newer
Input Device	Keyboard and mouse or touchpad
CPU	2.5 GHz quad core or faster
Available Hard Drive Space	80 GB or more
RAM	8 GB or more; 2 - 4 GB dedicated
Graphics Card	1 GB or more RAM; Support DirectX 11 Direct3D feature level 9_3 or newer Note: The video card driver must have the latest available updates
Display	1400 x 1050 resolution or higher
PowerShell	4.0 or higher

Notes: Sufficient hard drive space on each workstation is required if local aerial imagery will be used which may require more space.

Gen 6 and later CPUs from Intel must run an OS of Windows 10 due to a limitation with USB3 displaylink driver support.

System requirements are current at the time of document drafting. Requirements are subject to change. Please contact GeoComm Technical Support to obtain the latest system requirements.

- Make remote connections available on each workstation. GeoComm will test the connection prior to arrival to ensure it provides the expected connectivity between GeoComm and Customer workstations. Without remote access, support will be limited.
- All computers must be installed and connected to the Local Area Network (LAN). GeoComm is not responsible for set up or maintenance of the LAN connections or LAN infrastructure.
 - Facilities not properly set up may cause significant delay in GeoComm's portion of the installation. Additional professional services from GeoComm may be required to accomplish installation in this case. The cost of these professional services shall be invoiced according to our labor rates at the time.
- Provide serial ALI feed from E9-1-1 ALI controller CAD ports to a serial to TCP device which will be consumed by Dispatch Map Server to plot calls in Dispatch Map. The ALI controller CAD ports must export fixed format space delimited NENA standard 9-1-1 ALI records for all answered 9-1-1 calls. The CAD ports should be configured as outlined in documentation which will be provided by GeoComm.
- GeoComm's applications are coded to the current operating system specifications. It is Swift County's responsibility to manage the installation and upgrade of the mapping systems to guarantee optimal performance and functionality of their systems.

Dispatch Map Internet Requirements

Internet is required to make use of the following Dispatch Map features:

- RapidSOS NG9-1-1 Clearinghouse locations for plotting supplemental 9-1-1 call locations
- ArcGIS Online surrounding county maps
- ArcGIS Online search
- Pictometry Connect for Dispatch Map Standard licensing

Note: Access to Pictometry Connect requires proper licensing with EagleView

Bandwidth must meet the following requirements based on the number of Dispatch Map workstations accessing these features:

Number of workstations	Bandwidth Requirement
1 - 3	1.5 Mbps or higher
4 - 6	3 Mbps or higher
7 - 10	5 Mbps or higher

Dispatch Map Server Requirements

- Swift County is responsible for implementing Linux on the Dispatch Map Servers
- A Digi One SP model is required to receive 9-1-1/ALI data and send it to the server
 - Alternatively, a Digi PortServer TS model along with an adapter is required if the County receives ANI/ALI from multiple sources and/or requires an ANI/ALI feed split
- One (1) server or a Virtual Machine (VM) meeting the following requirements is required:

System Component	Requirement
Operating system	Ubuntu Server 18.04 LTS 64-bit
Display	1400 x 1050 resolution or higher
Input Device	Keyboard and mouse
CPU	2.5 GHz quad core or better, Gen 6 or later for Intel
Available Hard Drive Space	250 GB or more
RAM	8 GB or more dedicated
Internet bandwidth	1.5 Mbps



Request for Board Action

BOARD MEETING DATE:
December 5th, 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 Final Approval of the Resolution for bridge replacement projects S.A.P 076-598-012 and S.A.P. 076-599-041 to Riley Bros. Construction, INC..	
AGENDA YOU ARE REQUESTING TIME ON: December 5 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: Riley Bros. Construction Inc. finished the work for the two bridges listed above.	
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 SAP 076-598-012 & 076-599-041**

Motion by Commissioner _____ Seconded by Commissioner _____

WHEREAS, State Aid Projects 076-598-012 & 076-599-041 have in all things been completed and the County Board being fully advised in the premises.

NOW THEN BE IT RESOLVED, that the Board hereby accepts said completed projects for and in behalf of the County of Swift and authorizes final payment in the amount of \$25,743.25 to Riley Bros. Construction, Inc. for the final contract amount of \$497,309.00.

Dated at Benson, Minnesota this 5th 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 5, 2018

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Administration	REQUESTOR: Amanda Ness	REQUESTOR PHONE: 320-314-8321
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving the appointment of Mike Wirth to the Deputy Assessor position as of December 10, 2018	
AGENDA YOU ARE REQUESTING TIME ON: Regular Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? no
IS THIS MANDATED? no	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: According to the Labor Agreement between the Swift County Board of Commissioners and the American Federation of State, County and Municipal Employees, AFL-CIO Local Union No. 2538 Courthouse Unit dated January 1, 2017 – December 31, 2019, Article XIII. General Provisions, Section 4. Mike would start at Grade 14, Step 1 \$21.85 which is more than 5 percent over his current wage and takes into consideration his experience and education in relation to this position. Mike's new position date will be used for the purpose of future step increases and his original hire date will be used for the purposes of PTO accruals.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	On October 2, 2018 the board received a letter from County Assessor Wayne Knutson recommending Mike Wirth be advanced to the Deputy Assessor position as Wayne moves into retirement.

Budget Information

FUNDING: n/a

Review/Recommendation

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