

Notice & Agenda

Swift County Board of Commissioners

Tuesday, January 15, 2019

9:00 AM

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

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

| <u>Time</u> | <u>Reference</u> | <u>Item</u> |
|-------------|------------------|--|
| 9:00 a.m. | | Call to Order and Roll Call |
| 9:01 a.m. | | Approve Agenda |
| 9:03 a.m. | | Consent Agenda |
| | 1-3 | (1) Minutes from the January 8, 2019 Regular Meeting |
| | 4 | (2) Minutes from the January 8, 2019 Executive Meeting |
| | 5-8 | (3) Consider approving Swift County Agriculture Inspector Annual Report and Work-plan Summary for 2018 |
| 9:04 a.m. | | Consider Approval of Commissioner warrants and review Auditor warrants reviewed |
| 9:05 a.m. | | Commissioner and Board reports |
| 9:20 a.m. | | County Administrator report |
| 9:25 a.m. | | Citizens Comments |
| 9:30 a.m. | | Catie Lee, Human Services |
| | 9-20 | Consider approving Human Services Annual Contract and Agreement |
| | 21 | Consider approving Agreement for city owned building for Swift County Drop-In-Center |
| | 22-24 | Monthly Update |
| 9:45 a.m. | | Other Business |
| | | Building Discussion |
| 10:30 a.m. | | Adjournment |

SWIFT COUNTY BOARD MINUTES

January 8, 2019

County Auditor Kim Saterbak called the organizational meeting to order at 9:00 AM with all Commissioners present as well as Administrator Kelsey Baker, County Attorney Danielle Olson, and Terri Orr.

Auditor Saterbak asked for nominations for Chair of the Board.

01-08-19-01 Commissioner Hendrickx nominated Commissioner E. Pederson. Commissioner E. Pederson nominated Commissioner Rudningen. After calling for additional nominations three times, Saterbak declared nominations closed and a hand vote was taken. Commissioners Fox, Hendrickx, and P. Peterson voted for Commissioner E. Pederson. Commissioner E. Pederson voted for Commissioner Rudningen. Commissioner E. Pederson was named Board Chair for 2019. (Resolution No. 19-01-01)

Auditor Saterbak asked for nominations for Vice Chair of the Board.

01-08-19-02 Commissioner Fox nominated Commissioner Hendrickx for Vice Chair. Commissioner Rudningen moved nomination cease and a unanimous ballot be cast. Saterbak declared nominations closed and named Commissioner Hendrickx as Vice Chair for 2019. (Resolution No. 19-01-02)

Auditor Saterbak turned the meeting over to Chairman E. Pederson.

Chairman E. Pederson asked if there were any changes to the agenda. There were none.

01-08-19-03 Commissioner Fox moved and Commissioner P. Peterson seconded to approve the agenda as presented. Motion carried unanimously.

01-08-19-04 Commissioner Rudningen moved and Commissioner Hendrickx seconded to approve the Consent Agenda which consisted of: (1) Approval of Minutes from December 28, 2018 Regular Meeting, (2) Approval of the Limited Use Permit and Resolution No. 19-01-03 requested. Motion carried unanimously.

01-08-19-05 Commissioner Hendrickx moved and Commissioner Fox seconded to approve the Commissioner warrants as follows: Revenue: \$241,449.21; Solid Waste: \$18,887.33; County Road & Bridge: \$9,645.57; Human Services: \$974.67; Debt Service: \$7,577.89; which includes the following bills over \$2,000: 6W Department of Community Corrections, \$143,329.50; Benson Municipal Utilities, \$10,584.62; Center Point Energy, \$2,325.28; Countryside Public Health, \$57,272.00; Federated Telephone, \$7,621.45; Geyer Recycling, \$6,099.33; Johnson Feed Inc., \$2,349.60; Life Insurance Co. of North America, \$2,155.40; MN Counties Computer Cooperative, MI, \$6,600.00; MN County Attorneys Association, \$2,612.00; Onsolve LLC, \$9,858.80; Southwest Minnesota Workforce Council, \$2,815.00; Waste Management of Northern Minnesota, \$9,160.93; Dawn Weber, \$2,425.00. Motion carried unanimously.

Board and Committee Reports were given as follows: Commissioner P. Peterson reported on 6W Corrections. Commissioner Hendrickx reported on 6W Corrections and AMC. Commissioner Rudningen reported on Kerkhoven EDA meeting and welcoming Becca Turnquist for the full time Extension Program Coordinator position. Commissioner Fox reported on Chippewa River Watershed. Chair E. Pederson had nothing to report.

Administrator Baker reported on the Out of Home Replacement meeting and building discussion with staff.

Chairman E. Pederson asked for citizen's comments. There were none.

01-08-19-06 Commissioner Rudningen moved and Commissioner Hendrickx seconded to approve Resolution No. 19-01-04 Adopting 2019 Board Committee Representatives, Advisory Committee Representatives, and Joint Ditch Board Representatives as on file in the County Auditor's Office. Motion carried unanimously.

01-08-19-07 Commissioner Hendrickx moved and Commissioner P. Peterson seconded to approve Resolution No. 19-01-05 to appoint Dr. A. Quinn Strobl as the County Medical Examiner for 2019 and may be supported by the Anoka County staff in the Anoka County Medical Examiner's Office. Motion carried unanimously.

01-08-19-08 Commissioner Fox moved and Commissioner Rudningen seconded to approve Resolution No. 19-01-06 setting the 2019 County Board meetings as follows: 1st Tuesday of the month at 9:00 AM and 3rd Tuesday of the month at 9:00 AM, with these exceptions: June 18, 2019 9:00 AM meeting will be moved to 5:00 PM for the Board of Equalization; and the December 3, 2018 9:00 AM meeting will be moved to November 28, 2019 at 6:00 PM for the TNT Hearing. The Swift County Board of Commissioner's meetings will be held at 301 14th St N in Benson, Minnesota. The board will also hold the following special meeting: December 27, 2019 at 9:00 AM for the end of the year. Motion carried unanimously.

01-08-19-09 Commissioner Hendrickx moved and Commissioner Fox seconded to approve Resolution No. 19-01-07 setting the 2019 mileage reimbursement rate at the IRS rate of 58 cents per mile. Motion carried unanimously.

01-08-19-10 Commissioner P. Peterson moved and Commissioner Rudningen seconded to approve Resolution No. 19-01-08 adopting the Swift County Monitor News as the County's official newspaper for 2019 with the Appleton Press as the secondary paper. Motion carried unanimously.

01-08-19-11 Commissioner Rudningen moved and Commissioner Hendrickx seconded to approve Resolution No. 19-01-09 for the County Treasurer, Sheriff, Attorney, and Commissioners as the Elected Officials designated to attend the annual conferences for their offices. Motion carried unanimously.

01-08-19-12 Commissioner P. Peterson moved and Commissioner Rudningen seconded to approve the Resolution No. 19-01-10 for the 2019 bounties as follows: pocket gopher bounty paid to the township as \$3.00 per gopher when the township pays a minimum of \$5.00 per gopher or \$2.00 per gopher when the township pays less than \$5.00 per gopher and the 2019 beaver bounty of \$100 for beaver in season and \$100 for beaver out of season in designated ditches only with the approval of the Parks and Drainage Supervisor and/or County Engineer. Motion carried unanimously.

01-08-19-13 Commissioner Fox moved and Commissioner Rudningen seconded to approve Resolution No. 19-01-11 allocating the cost of the County Attorney's services for Human Services to the Welfare Fund. Motion carried unanimously.

01-08-19-14 Commissioner Hendrickx moved and Commissioner P. Peterson seconded to approve Resolution No. 19-01-12 setting the corporate signatures for 2019. Motion carried unanimously.

01-08-19-15 Commissioner Fox moved and Commissioner Rudningen seconded to approve resolution No. 19-01-13 for the designation of corporate depositories for 2019. Motion carried unanimously.

01-08-19-16 Commissioner Hendrickx moved and Commissioner Rudningen seconded to approve Resolution No. 19-01-14 on the definition of employee for purposes of Workers Compensation. Motion

carried unanimously.

01-08-19-17 Commissioner Rudningen moved and Commissioner Hendrickx seconded to approve Resolution No. 19-01-15 setting 2019 wages of elected officials. Motion carried unanimously.

01-08-19-18 Commissioner Hendrickx moved and Commissioner P. Peterson seconded to approve Resolution No. 19-01-16 for the County Engineer 2019 cost of living increase of 1.0%. Motion carried unanimously.

01-08-19-19 Commissioner Hendrickx moved and Commissioner Rudningen seconded to approve Resolution No. 19-01-17 for the 2019 AMC policy committee assignments and delegate appointments. Motion carried unanimously.

The regular session recessed to closed session at 9:40 AM.

01-08-19-20 Commissioner Rudningen moved and Commissioner P. Peterson seconded to move to closed session to evaluate the performance of an individual who is subject to its authority pursuant to Minnesota Statutes, Section 13D.05, subdivision 3 for a scheduled annual performance review of County Administrator Kelsey Baker. Motion carried unanimously.

12-29-17-21 Commissioner Rudningen moved and Commissioner Fox seconded to reconvened to regular session at 10:18 AM. Motion carried unanimously.

It was noted by the Chair that Administrator Baker had a favorable 2018 performance review in the closed session.

12-29-17-22 Commissioner Fox moved a resolution and Commissioner Rudningen seconded to approve Resolution No. 19-01-18 increasing the Administrator's salary by 2.0% on January 1, 2019, in line with the non-union group, and moving the Administrator 1 step on her anniversary date of March 21, 2019 as specified in the resolution. Motion carried unanimously.

12-29-17-23 Commissioner P. Peterson moved and Commissioner Rudningen seconded to adjourn. Motion carried unanimously.

The meeting adjourned at 10:21 AM.

WITNESSED:

Ed Pederson, Chair

ATTEST:

Kelsey Baker, County Administrator

SWIFT COUNTY BOARD MINUTES
Record of Executive Session
January 08, 2019

Date convened: Tuesday, January 08, 2019

Time Convened: 9:40 AM

Time adjourned: 10:17 AM

Members Present: Commissioners Fox, Hendrickx, E. Pederson, P. Peterson, and Rudningen

Members Absent: None

Also Present: County Administrator Kelsey Baker
County Attorney Danielle Olson

Purpose: To evaluate the performance of an individual who is subject to its authority pursuant to Minnesota Statue 13D.03, Subd 3 for a scheduled annual performance review of County Administration Kelsey Baker.

Chairman Pederson called the executive session to order at 9:40 AM with all members present as well as County Administrator Kelsey Baker. The Board reviewed the Commissioners' evaluation forms and gave verbal feedback to Ms. Baker on her performance to date. The review was favorable.

Chairman E. Pederson adjourned the Executive Session at 10:17 AM

WITNESSED:

Ed Pederson, Chair

ATTEST:

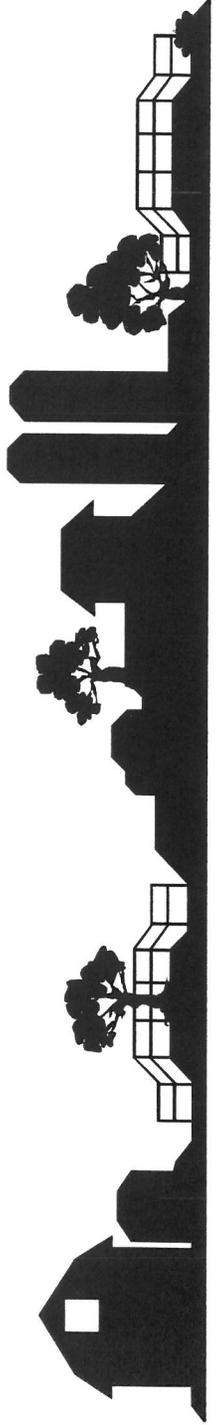
Kelsey Baker, County Administrator



Minnesota Department of Agriculture
Agronomy & Plant Protection Division

90 West Plato Boulevard • St. Paul Mn 55107-2094
Telephone 651\296-6123
Fax: 651\297-2271

Swift County Agricultural Inspector's Annual Report & Workplan Summary



Annual Work Plan: Hours for Swift County CAI Position for Fiscal Year 2019

| Seed | Hours | Noxious Weed | Hours | Pesticide | Hours | Fertilizer | Hours | Gravel Pit | Hours | Invasive Plant & Biological Control | Hours |
|------------------------------|------------|--------------------------------------|-------------|-----------------------------------|------------|------------|-------|------------------------------------|------------|---|-------------|
| Seed Sampling | 6 | Inspection | 175 | Applicator Testing | 10 | | | Inspections | 25 | Biological Control Implementation | 40 |
| Seed Inspecting | 4 | Control (Mapping) Recreation Trails | 8 | Waste Pesticide Collection | | | | Mapping | 5 | Leafy Spurge Flea Beetles | 45 |
| Seed Education | | Education | 10 | Applicator License Checks | | | | Education | 3 | Spotted Knapweed Weevils | |
| Seed Training | 2 | Violation Follow-up | 10 | Retail Pesticide Inspections | | | | Violation Follow-up | 3 | Invasive Weed Inventory | 20 |
| Seed Violation follow-up | 1 | Township/City Officer Training | 5 | Administration | | | | Administration | 2 | Invasive Weed Education | 8 |
| Seed Program Administration | 3 | CAI Training | 25 | Staff Administration of Tests | 10 | | | | | Interns collecting Leafy Spurge beetles | |
| | | Administration | 25 | MDA Representative | | | | | | | |
| | | Plant ID | 7 | | | | | | | | |
| | | Plant Disease & Insect Concerns | | | | | | | | | |
| Seed Program Subtotal | 160 | Noxious Weed Program Subtotal | 2650 | Pesticide Program Subtotal | 200 | | | Gravel Pit Program Subtotal | 380 | Invasive Plant & Biological Control Subtotal | 1130 |
| Seed Inspection | | | | | | | | | | Grand Total of Hours | 0 |

The CAI's objective is to inspect a sufficient number of seed retail facilities, sample a sufficient number of seed lots, review as many seed advertisements as possible, and take appropriate enforcement action, whenever possible, in order to provide effective and uniform administration of the seed law and rules.

The CAI's objective is to see that all lands within the county are inspected for noxious weeds annually and obtain as high a level of voluntary compliance as possible. Cooperation from local governments in the inspection and enforcement of the noxious weed law is necessary in order to maximize the level of voluntary compliance. If voluntary compliance is not achieved, established enforcement procedures are to be used to obtain uniform compliance with the law in the county.

The CAI's objective is to assist MDA staff in making sure agricultural chemicals are properly stored, used, and handled. A CAI will assist in the collection of waste pesticides and empty pesticide containers at collection sites within the county. A CAI may assist MDA staff in making sure only properly licensed individuals are applying pesticides within the county. A CAI may inspect retail facilities to make sure only registered pesticides are offered for sale within the county. A CAI may monitor pesticide applicator license tests to make sure pesticide applications within the county are conducted by properly trained and licensed personnel.

2018 Public Land Treatment for Prohibited Noxious Weeds In Swift County

In accordance with the Americans with Disabilities Act, an alternative form of communication is available upon request: TTY: 1-800/627-3529

Please do the best you can to determine the following data. A summary of this data from all counties provides an important indication of the level of compliance with the noxious weed law on public lands. When compared to previous years, it indicates trends and that information is very important and useful for program planning.

| | Miles Roadside Or Acres Noxious Weeds Controlled | | Date Mowing Began | Expenses For Noxious Weed Control | |
|--|--|---|-------------------|-----------------------------------|---------------------|
| | Mowed | Sprayed | | Spraying | Mowing |
| Townships | Miles: <u>365</u> or Acres: _____ | Miles: <u>173.5</u> or Acres: _____ | | \$ <u>16,918.00</u> | \$ <u>25,934.25</u> |
| Cities | Miles: _____ or Acres: <u>61</u> | Miles: _____ or Acres: <u>158</u> | | \$ | \$ <u>9,514.37</u> |
| County Roads | Miles: _____ or Acres: _____ | Miles: _____ or Acres: _____ | <u>June 1</u> | \$ | \$ <u>16,870.78</u> |
| County Recreation Trails & Timber | Miles: _____ or Acres: _____ | Miles: _____ or Acres: _____ | | \$ | \$ |
| MNDOT | Miles: _____ or Acres: _____ | Miles: _____ or Acres: _____ | | \$ | \$ |
| MNDNR | Miles: _____ or Acres: _____ | Miles: _____ or Acres: <u>3</u> | <u>Aug 1</u> | \$ <u>750.00</u> | \$ |
| USFWS | Miles: _____ or Acres: <u>11.82</u> | Miles: _____ or Acres: <u>24.5</u> | <u>6/28/18</u> | \$ <u>735.00</u> | \$ <u>295.00</u> |



Request for Board Action

BOARD MEETING DATE:
January 15, 2019

Commissioner's Report

Department Information

| | | |
|---|-------------------------|----------------------------------|
| ORIGINATING DEPARTMENT: Human Services | REQUESTOR: Catie Lee | REQUESTOR PHONE: 320-843-6301 |
|---|-------------------------|----------------------------------|

Agenda Item Details

| BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving Annual Human Services Contract and Agreement | | | |
|---|--|---|--------------------------------|
| 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 Contract and Agreement | |
| BACKGROUND/JUSTIFICATION: | | | |
| Contracted Agent | Services Contracted | Date of contract | Changes from previous contract |
| Guardian Care & Consulting | Guardianship Services | 1/1/19-12/31/19 | No change |
| Letter of agreement between United Cerebral Palsy and Swift County Human Services For Home and Community Based Services, Elderly Waiver and Alternative Care Services | Pass through services for Chore services | 1/1/19-12/31/19 | New agreement budgeted for. |
| 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: Click here to enter text. | RECOMMENDATIONS: |
| COMMENTS: n/a | COMMENTS: Click here to enter text. |

2019

The County of Swift, Swift County Human Services, 328 5th St. SW Willmar, Minnesota, 56201, hereafter referred to as the "County", and **Guardian Care & Consulting**, 328 5th St. SW, Willmar MN 56201 hereafter referred to as the "Provider".

WITNESSETH

WHEREAS, Swift County has identified a need for guardianship/conservatorship services and related services for indigent persons who are vulnerable due to developmental disabilities, mental illness, or chemical dependency; and

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

WHEREAS, Guardian Care & Consulting is an agency available to become the court appointed guardian/conservator for adults in need of such services; and

WHEREAS, Guardian Care & Consulting is given the legal responsibility for managing the personal and/or financial affairs of the ward or conservatee; and

WHEREAS, the County wishes to purchase such services from the Provider; and

WHEREAS, Guardian Care & Consulting, 328 5th St. SW, Willmar, MN will administer and supervise the contract on behalf of the Provider;

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

100 TERM

The term of this **Agreement** shall be from **January 1, 2019 to December 31, 2019, regardless of signature dates**; either party may cancel this **Agreement** upon thirty (30) days written notice.

200 SERVICES

The County wishes to purchase and the Provider agrees to provide the following:

| BRASS CODE | SERVICE DESCRIPTION |
|-------------------|--|
| 62100 | Guardianship/Conservatorship services for indigent residents of the County |

300 COST AND DELIVERY OF PURCHASED SERVICES

The service description and the amount to be paid for such purchased services shall be authorized by the County individual service agreement.

An authorized rate not to exceed **\$46.00 per hour** per client.* The total amount to be paid to the Provider for purchased services shall not exceed **\$5,000** for the duration of the Contract. Mileage shall be reimbursed at **the approved IRS rate**.

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

County to the Provider.

INDIGENT/GUARDIANSHIP/CONSERVATORSHIP SERVICE CHARGES POLICY/ DEFINITION OF SERVICES is hereby incorporated as part of this **Agreement**.

Purchased services shall be provided in the community or in the residences of the clients being served under the assumption that the Provider is appointed as guardian or conservator by the Courts and accepts said appointment fully.

Rates for service are negotiated between the Provider and the County and may be renegotiated once per year. All rate changes will be effective on January 1st, following this period and will remain in effect for the remainder of the term of this **Agreement**.

Included within the fee policy and definition of services are such administrative services as are reasonably or necessarily incurred by the Provider in providing the services, including all documents, reports, copying charges, mileage, phone calls, certificates and assurances as are required by the Courts and this **Agreement**.

Nothing in this **Agreement** shall be construed as requiring the Provider to provide services over and above those mandated by Minnesota Statutes for guardian/conservator duties or the County to continue purchasing services from the Provider upon cancellation or termination of the contract.

400 ELIGIBILITY FOR SERVICES

Service eligibility will be determined according to the criteria established by the County.

Services under this **Agreement** shall only be provided to clients meeting this criteria of indigent residents of the County.

The County shall determine an indigent client and the category of complexity shall be assigned by the County after negotiation with the Provider. All new indigent cases that are not a medical emergency must be screened by the County prior to start of service. Service level is subject to negotiation by the Provider and County in the light of actual experience with the client and/or changing circumstances.

500 PAYMENT FOR SERVICE

The Provider shall within five (5) working days following the last day of the month, submit a county approved invoice for purchased services to the County. The invoice shall show client name, address, case number and a detailed listing of the services provided. The details must include hours or partial hours for each service provided. The County shall, within thirty (30) days of the receipt of the invoice, make payment for all units of service billed.

The County agrees that Provider shall, in addition, be entitled to reimbursement for payment of legal counsel where a proposed ward or conservatee is determined indigent and unable to pay the costs of counsel in an amount that the District Court may allow pursuant to Minnesota Statute. Provider agrees to apply for reimbursement for such counsel expenses by filing with the

County Court Administrator a claim for services and they shall be reimbursed thereafter as allowed by the court in the normal fashion for the payment of county claim. Provider understands and agrees that the County believes that Provider should be allowed this reimbursement but that the amount of reimbursement is controlled by the District Court in the County pursuant to Minnesota Statutes Chapter 525, and Provider therefore shall not request reimbursement for such services directly from the County.

That the County further agrees to assist the Provider in obtaining lawful reimbursement for such counsel fees to the extent allowed under Minnesota Statutes Chapter 626 and 525.

600 INDEPENDENT CONTRACTOR

The Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this **Agreement**. Any and all personnel of the Provider or other persons, while engaged in the performance of any work or services required by the Provider under this **Agreement**, shall have no contractual relationship with the county and shall not be considered employees of the County, and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Provider, its officers, agents, contractors, or employees shall in no way be the responsibility of the County; and the Provider shall defend, indemnify, and hold the County, its officers, agents, and employees harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Worker's Compensation, Unemployment Insurance, disability severance pay, and/or PERA.

700 PROVIDER STANDARDS AND LICENSES

The Provider agrees to comply with all federal, state county and local laws, regulations, rules, and certifications as pertaining to the programs and staff for which the Provider is responsible during the term of this contract. Failure to comply with the requirements, standards and licenses may be cause for cancellation of this agreement. The Provider agrees to use only qualified personnel to provide any services provided pursuant to the contract. If licensing or certification is a necessary pre-requisite for provision of services, the Provider ensures that personnel and services are properly licensed or certified in accordance with the State/County/Federal law and all applicable Minnesota Statutes/Rules.

800 AUDIT, INSURANCE AND INDEMNITY CLAUSE

A. Audit and Records Disclosures - The Provider shall:

1. Comply with the sub-recipient audit requirements as outlined in the Single Audit Act of 1984 (Public Law 96-502) if Provider receives federal assistance.
2. Allow personnel of the Agency, the Minnesota Department of Human Services, and the Minnesota Department of Health access to the Provider's records at reasonable hours in order to exercise their responsibility to monitor the services.
3. Maintain records at its main or central office location for five years for audit purposes.

4. Allow personnel of the Agency, the Minnesota Department of Human Services, and the Minnesota Department of Health to duplicate, use, and disclose, in any manner consistent with the provisions of the Minnesota Data Privacy Clause outlined in this agreement, all data delivered under this agreement.
5. Comply with policies of the Minnesota Department of Human Services regarding Social Services recording and monitoring procedures, as defined in the Minnesota Department of Human Services Social Services Manual, SSM X .1000 to X .1400 and any Administrative Rules of the Department of Human Services.

B. Indemnity: The Provider does hereby agree that it will indemnify and hold harmless the County from any and all liability, loss, damages, costs or expenses which may be claimed against the County or Provider: (1) by reason of any client's suffering personal injury, death or property loss or damages either while participating in or receiving from the Provider the care and services to be furnished by the Provider under this agreement, or while on premises owned, leased, or operated by the Provider, or while being transported in any vehicle owned, operated, leased, chartered or otherwise contracted for by the Provider or any officer, agent or employee thereof; (2) by reason of any service client causing injury to, or damage to the property of another person during any time when the Provider or any officer, agent or employee thereof has undertaken or is furnishing the care and service called for under this **Agreement**. This **Agreement** to defend, hold harmless and indemnify shall not apply to any intentional or negligent act on the part of the County, its officials, agents and employees.

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

1. A single limit or combined limit or excess umbrella general liability insurance policy of an amount of not less than \$500,000 for property damage arising from one occurrence, \$500,000 for bodily injuries and/or damages arising from one occurrence, and \$1,500,000 for total personal injuries and/or damages arising from one occurrence. Such policy shall also include contractual liability coverage protection for the County, its officers, agents, and employees by specific endorsement acknowledging the contract between the Provider and the County, through the Provider.
2. A single limit or combined limit or excess umbrella automobile liability insurance policy, if applicable, covering contractor owned, non-owned, and hired vehicles used regularly in the provision of services under this agreement, in an amount of not less than \$500,000 per accident for property damage, \$500,000 for bodily injuries and/or damages to any one person and \$1,500,000 for total bodily injuries and/or damages arising from any one accident.
3. A professional liability insurance policy covering paid personnel of volunteers of the contractor while performing counseling and/or health care services under this agreement naming the count as an additional insured in the following amounts: \$500,000 per claimant for personal injuries and/or damages, and \$1,500,000 for total personal injuries and/or damages arising from one occurrence.
4. Worker's Compensation Insurance, if applicable.

5. Any policy obtained and maintained under this clause shall provide that it shall not be canceled, materially changed, or not renewed without thirty (30) days prior notice thereof to the county, through the agency.
6. If requested, the Provider shall provide proof of insurance certificates for the above coverage to the County. The Provider hereby waives any and all rights of subrogation the Provider may have against the County.

900 SAFEGUARD OF CLIENT INFORMATION

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

1000 EQUAL EMPLOYMENT

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

1100 CONTRACTOR DEBARMENT, SUSPENSION AND RESPONSIBILITY CERTIFICATION

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

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

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

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

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

1200 FAIR HEARING AND GRIEVANCE PROCEDURES

The County agrees to provide for a fair hearing and grievance procedure for each person receiving services under this Contract 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, SSM V.6.000.

1300 SUBCONTRACTING

The Provider shall not enter into subcontracts for any of the work contemplated under this Agreement without written approval of the County. All subcontractors shall be subject to the requirements of this Agreement. The Provider shall be responsible for the performance of any subcontractor.

1400 MISCELLANEOUS

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

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

**COUNTY OF SWIFT
STATE OF MINNESOTA**

SWIFT COUNTY GUARDIAN CARE & CONSULTING

BY: _____
Eric Rudningen, Swift County Board Chair

BY:  _____
GCC Executive Director

DATE: _____

DATE: 1/7/19 _____

BY: _____
Catherine Lee, SCHS Director

DATE: _____

APPROVED AS TO LEGALITY AND FORM:

BY: _____
Danielle Olson, Swift County Attorney

DATE: _____

**LETTER OF AGREEMENT
BETWEEN
United Cerebral Palsy and Swift County Human Services
For Home and Community Based Services, Elderly Waiver and Alternative Care Services**

This Letter of Agreement for Home and Community Based Waiver Services between MHCP Enrolled Waiver Provider United Cerebral Palsy (UCP) and Swift County Human Services. Swift County Human Services and UCP (vendor) hereby agree to the following commitments related to the Vendor's participation with Swift County Human Services in delivering approval-option services available under the home and community based services (HCBS) waiver, Alternative Care (AC) program and the Elderly Waiver program (herein referred to as the EW program) as authorized by the Minnesota Department of Human Services ("DHS").

The purpose of this Letter of Agreement is to document that Swift County Human Services and Vendor have agreed to cooperate in the delivery of specified Services to specified Consumers, and that the delivery of such Services will be in full compliance with applicable quality standards, state standards and statutes, and all other applicable requirements of the State of Minnesota, DHS, and MCO. Vendor agrees that it shall administer eligible Services for the CAC, CADI, BI, DD, AC, and EW program only to eligible consumers as authorized by Swift County Human Services. Vendor is the entity directly retaining the service provider and thus responsible to assure that approval-option HCBS waiver/AC service providers meet service-specific provider qualifications and requirements of Minnesota's federally approved waiver plans as detailed in the Minnesota Health Care Programs (MHCP) Provider Manual – EW and AC Program and Community-Based Services Manual (CBSM). Vendor will further comply with the following provisions and requirements:

1. Compliance with Statutes. Vendor and Swift County Human Services have agreed to cooperate in the delivery of certain HCBS waiver/AC program services as authorized by Swift County Human Services. Vendor agrees that it will fully comply with all applicable local, state, and federal statutes and regulations, including but not limited to, compliance with Minnesota Administrative Rules Chapter 9505, and Minnesota Statutes Sections §§254C.02, 254C.04, 256B.0913, 626.556 and 626.557, and all relevant guidelines and interpretations relating thereto.

2. Compliance with Guidance, Standards and Requirements. Vendor must adhere to all applicable DHS guidance, standards and requirements for documentation and recordkeeping as defined in the CBSM – Lead agency oversight of waiver/AC approval-option service vendors, which may be modified from time to time.

Vendor hereby confirms by signature of this Letter of Agreement that Vendor, all its owners, managers, employees, and contractors are not excluded from participation in Medicare, Medicaid, or other federal health programs per the Office of Inspector General List of Excluded Individuals/Entities (LEIE) and do not appear on the Minnesota Health Care Programs (MHCP) excluded provider lists. Vendor must immediately report any exclusion information discovered to Swift County Human Services. Vendor shall immediately notify Swift County Human Services and immediately suspend service delivery in the event of the expiration or revocation of any required license, certification, or registration.

3. Confidentiality. All parties to the Letter of Agreement must maintain in strict confidence during the term of this Letter of Agreement, and subsequent thereto, except as required by law, 1) all Protected Health Information (defined as any and all individually identifiable information as further defined in 45 C.F.R. Section 164.501), except as otherwise authorized or required by law, and 2) all financial and other proprietary information related to this Letter of Agreement, except as otherwise required to accomplish the provisions of this Letter of Agreement, or as authorized or required by law. Pursuant to the federal Health Insurance Portability and Accountability Act (HIPAA), Vendor further agrees that it shall:

- a. Not use or further disclose Protected Health Information (PHI) other than as permitted or required by this Letter of Agreement, and further agrees that it shall not use or further disclose PHI in a manner that would violate requirements of HIPAA and its implementing regulations (45 C.F.R. parts 160-64) ("HIPAA Regulations").
- b. Report to Swift County Human Services any use or disclosure of PHI, within five (5) business days of such use or disclosure, not provided for by this Letter of Agreement of which it becomes aware, and ensure that any agents, including any subcontractors, to whom it provides to or receives from PHI, agree to the same restrictions and conditions that apply to Vendor with respect to such information.

- c. Upon any termination of this Letter of Agreement, extend the protections of this section to the PHI and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.
- d. Develop, implement, maintain and use appropriate administrative, technical and physical safeguards, in compliance with Social Security Act Sec. 1173(d) (42 U.S.C. Sec. 1320d-2(d)), 45 C.F.R. Sec. 164.530(c) and any other implementing regulations issued by the U.S. Department of Health and Human Services.
- e. Upon receipt of notice from Swift County Human Services, promptly amend or permit Swift County Human Services access to amend any portion of the PHI which Vendor created or received from Swift County Human Services so that Swift County Services may meet its amendment obligations under 45 C.F.R. Sec. 164.526.

4. Insurance and Indemnification. Vendor shall have adequate insurance for professional liability and personal injury. The Vendor agrees to provide evidence of coverage and all other requested information including but not limited to identification of the insurer, policy number, coverage details and liability limits.

Vendor is further responsible for verification that the individual(s) administering the eligible Waiver Services hold and maintain 1) a current and unrestricted license, registration, or certification appropriate to their practice, and 2) minimum liability coverage appropriate to their scope of practice. Vendor shall ensure that all staff are appropriately certified and trained according to the requirements of DHS, the State of Minnesota.

Vendor shall hold Swift County Human Services harmless for any claims, damages, and expenses of all kinds by reason of any act or omission caused by, or alleged to have been caused by, the Vendor or any agent or employee of the Vendor.

Vendor shall report to Swift County Human Services any instance of child abuse for Subscribers under age 18 and vulnerable adult maltreatment for Subscribers age 18 and over.

5. Hold Harmless. Vendor agrees not to bill, charge, collect a deposit from, seek remuneration from, or have any recourse against a Consumer or persons acting on their behalf for Services provided under this Letter of Agreement. This provision applies, but is not limited to the following events: 1) nonpayment or 2) breach of this Letter of Agreement. This provision survives the termination of this Letter of Agreement for Services provided before this Letter of Agreement terminates, regardless of the reason for termination. This provision is for the benefit of Waivered Service Consumers, and does not apply to Services provided after this Letter of Agreement terminates. This provision supersedes any contrary oral or written Agreement existing now or entered into in the future between the Vendor and the Consumer or persons acting on their behalf regarding liability for payment for Services provided under this Letter of Agreement.

Vendor further agrees that it shall comply with all DHS/MHCP policies and federal statutes implementing regulations and guidance prohibiting discrimination on the basis of race, color, creed, national origin, sex, age, religion, or disability. Vendor shall deliver to Consumer Services of the same scope and quality as would be provided to members of the general public and in compliance with all applicable compliance standards, program guidelines, and other requirements.

6. Term of the Agreement. This Letter of Agreement is effective for Services rendered from January 1, 2019 through December 31, 2019 and shall automatically renew for one year terms on January 1 of each subsequent year unless terminated earlier as provided herein or superseded by a new agreement. This Letter of Agreement may be terminated by either party for material failure of the other to comply with any of its terms and conditions, with such termination to become effective thirty (30) days after receipt of written notice.

Swift County Human Services shall have the right at any time to terminate this Letter of Agreement without cause by giving Vendor written notice thereof not less than thirty (30) days prior to the effective date of such termination and Vendor's sole and exclusive remedy shall be limited to payment (on a pro-rata basis if fixed fee) for Services rendered and expenses properly incurred through the date of termination.

This Letter of Agreement may be terminated without cause by a Vendor upon prior written notice to Swift County Human Services with termination to become effective 130 days after receipt of written notice.

This Letter of Agreement may be terminated immediately by Swift County Human Services upon written notice to Vendor in the event that Swift County Human Services acquires evidence of the potential for significant patient harm or of fraudulent or illegal conduct on the part of Vendor or any of Vendor's employees with regard to the delivery of Services, claim submission, service professional eligibility, or the delivery of care under this Letter of Agreement. This Letter of Agreement shall terminate immediately upon the termination, expiration, or revocation of the Vendor's license, certification, or registration to provide covered HCBS Waivered Services.

It is the Vendor's responsibility to assure itself that each individual under contract with the Vendor meets the Vendor's requirements for providing covered Services to eligible HCBS Waivered Services Consumers. Swift County Human Services will not reimburse for Services not provided, for Services where insufficient documentation is maintained and provided to validate the delivery of qualified Services, for incomplete Services, for travel expenses or any other expenses.

7. Billing Requirements. Vendor must maintain a detailed and accurate record of all financial information and all Services provided to all eligible Subscribers, which includes the specific eligible HCBS provided. All such records shall be maintained for a minimum of five (5) years following the date the Services are provided. Swift County Human Services will provide payment of \$5000 to Vendor for administrative costs per year.

8. Payment to Vendor

Swift County Human Services shall make payment to Vendor by check upon submittal of annual invoice by the 5th of each month. Vendor shall maintain and submit a roster documentation that is complete, clear, concise, consistent, and legible upon audit or when requested. Vendor hereby agrees to the following terms and provisions with the Minnesota Department of Human Services CBSM (Community Based Services Manual) and the MHCP Provider Manual.

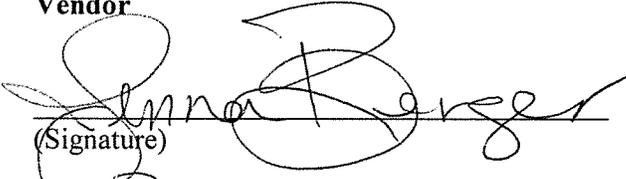
9. Compensation. Compensation for the delivery of Services related to this Letter of Agreement shall be as follows. Swift County Human Services will pay \$5000 to Vendor for administrative costs for chore services, and Homemaker/cleaning for up to 17 clients. If additional clients are added and amendment to adjust compensation will be completed. Payment shall be at maximum \$5,000.00 per year. This amount is all-inclusive with no additional fees to be billed or paid for the covered HCBS, e.g. no separate charges are permitted for administrative charges, travel expenses, or any other expenses associated with the administration of the covered HCBS Services in accordance with this Agreement. Payment made by Swift County Human Services is considered to be payment in full and Vendor may not charge or collect any additional amounts for:

- Maintaining fiscal records and supporting documentation verifying the delivery of Services as authorized;
- Ongoing compliance with Minnesota's automobile insurance requirements (*Minn. Stat., chapter 65B*) for transportation providers

10. Access to Records. Vendor shall allow Swift County Human Services to access the service and billing records of Consumers to verify information and any aspect of Services performed, and Swift County Human Services or its designee shall have access to such other records, including but not limited to the records of the case manager or care coordinator documenting each occurrence of Services provided to a HCBS consumer, for the purpose of verifying compliance with the terms of this Letter of Agreement. Vendor also agrees to allow any state or federal regulatory or governmental agency, including but not limited to the State of Minnesota, CMS or the Comptroller General, or their designees, peer review organizations, external quality review organizations and other entities with which Swift County Human Services has a contractual or legal obligation to allow access to Vendor records or contracts to inspect, evaluate, and audit any pertinent books, documents, papers and records involving transactions related to this Letter of Agreement.

IN WITNESS WHEREOF, the Vendor and Swift County Human Services have executed this Letter of Agreement by their authorized representatives.

Vendor


(Signature)
President & CEO
(Title)

Jenna
(Typed or Printed Name)
1/09/2019
(Date)

Swift County Human Services

Catherine Lee, Director
Swift County Human Services

(Date)

Edward Pederson, Chairperson, County Board

(Date)

Approved as to Form and Execution

Danielle Olson, County Attorney

(Date)



Request for Board Action

BOARD MEETING DATE:
January 15, 2019

Commissioner's Report

Department Information

| | | |
|---|-------------------------|----------------------------------|
| ORIGINATING DEPARTMENT: Human Services | REQUESTOR: Catie Lee | REQUESTOR PHONE: 320-843-6301 |
|---|-------------------------|----------------------------------|

Agenda Item Details

| | |
|--|--|
| BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving lease agreement for city owned building for Swift County Drop-In Center | |
| AGENDA YOU ARE REQUESTING TIME ON: Regular board | ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes |
| IS THIS MANDATED? | EXPLANATION OF MANDATE: County Board action needs to be taken to review and approve the Lease Agreement |
| BACKGROUND/JUSTIFICATION: Swift County Mental Health Council, under the county, would like to open a drop-in center located in the building that has been the senior citizens center. The city is willing to lease the building to Swift County for \$1 for the year. Swift County will be responsible for light maintenance, cleaning and utilities. | |
| PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? | Click here to enter text. |

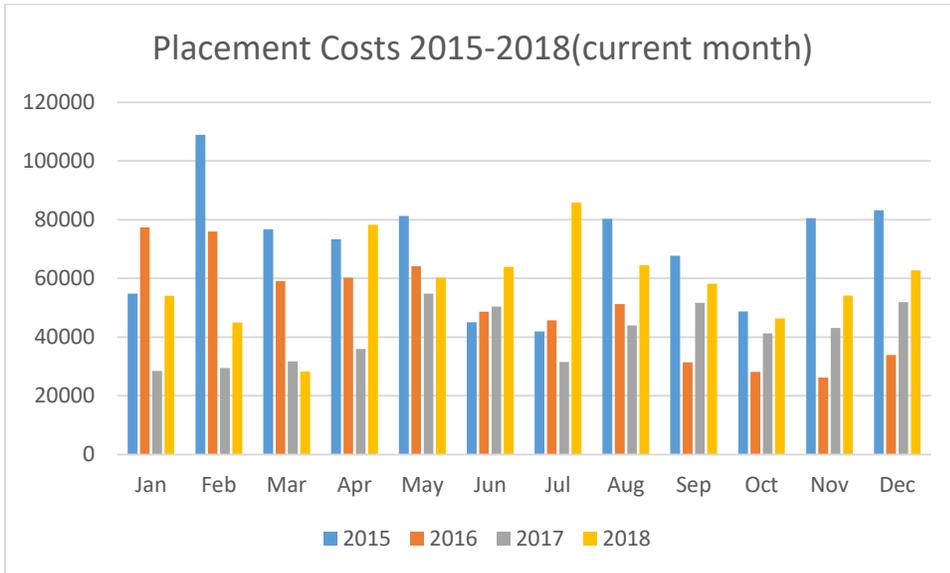
Budget Information

| |
|------------------------|
| FUNDING: Annual Budget |
|------------------------|

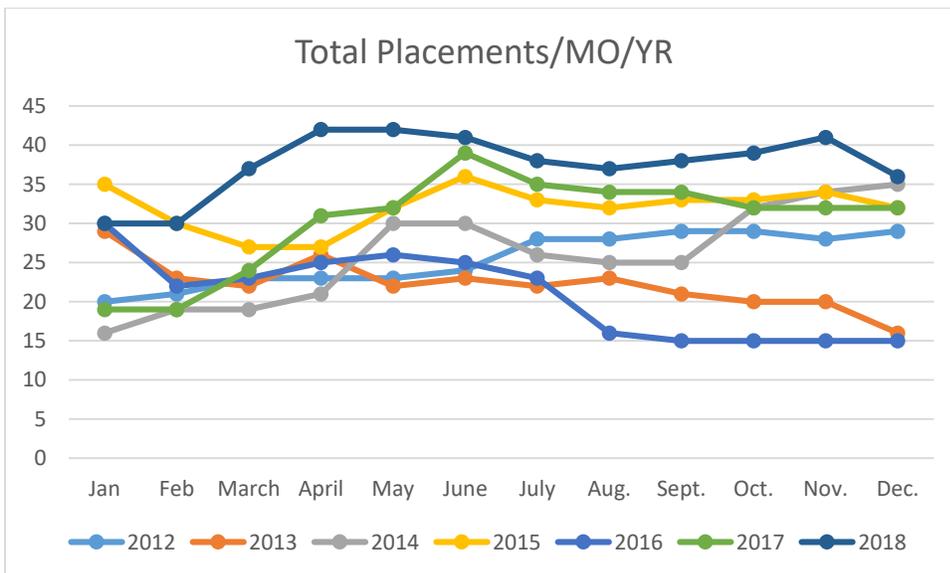
Review/Recommendation

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

Out of Home Placement Report 1/2012-12/2018



Swift County has spent 115.03% of 2018 budget on out-of-home Placements for the year



2018 continues to show the highest number of placements since 2012, however 2015 remains the year of the highest costs.

| Swift County Human Services | | | | | | | | | | | |
|---|-------------------|---------------------|---------------------|-------------------|-------------------|-------------------|-------------------|---------------------|---------------------|---------------------|-------------|
| Ending Monthly Cash & Investment Balances | | | | | | | | | | | |
| 2009 - 2018 | | | | | | | | | | | |
| | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | Average |
| Jan | \$ 1,039,335 | \$ 1,116,112 | \$ 1,027,808 | \$ 977,091 | \$ 909,780 | \$ 846,281 | \$ 983,278 | \$ 933,563 | \$ 1,668,733 | \$ 2,045,847 | \$1,154,783 |
| Feb | \$ 951,620 | \$ 1,069,918 | \$ 1,004,522 | \$ 829,326 | \$ 788,543 | \$ 739,793 | \$ 882,373 | \$ 886,577 | \$ 1,562,756 | \$ 1,967,692 | \$1,068,312 |
| Mar | \$ 772,024 | \$ 810,381 | \$ 848,432 | \$ 551,477 | \$ 576,608 | \$ 601,437 | \$ 593,206 | \$ 636,635 | \$ 1,278,985 | \$ 1,706,416 | \$837,560 |
| Apr | \$ 658,915 | \$ 732,868 | \$ 820,387 | \$ 328,272 | \$ 451,920 | \$ 446,379 | \$ 168,803 | \$ 352,306 | \$ 1,085,797 | \$ 1,415,224 | \$646,087 |
| May | \$ 474,455 | \$ 576,849 | \$ 669,878 | \$ 329,407 | \$ 300,099 | \$ 269,118 | \$ 187,841 | \$ 289,965 | \$ 804,645 | \$ 1,279,329 | \$518,159 |
| Jun | \$ 1,247,245 | \$ 1,244,642 | \$ 1,460,435 | \$ 1,218,863 | \$ 1,145,907 | \$ 1,361,018 | \$ 1,187,485 | \$ 1,476,200 | \$ 2,165,333 | \$ 2,745,303 | \$1,525,243 |
| Jul | \$ 1,188,516 | \$ 1,349,636 | \$ 1,142,375 | \$ 1,113,725 | \$ 1,094,712 | \$ 1,165,952 | \$ 1,217,022 | \$ 1,483,669 | \$ 2,160,790 | \$ 2,842,236 | \$1,475,863 |
| Aug | \$ 1,179,585 | \$ 1,237,374 | \$ 1,228,978 | \$ 894,462 | \$ 982,736 | \$ 1,199,826 | \$ 1,126,524 | \$ 1,532,984 | \$ 1,995,009 | \$ 2,661,662 | \$1,403,914 |
| Sep | \$ 948,233 | \$ 1,085,187 | \$ 1,079,263 | \$ 804,086 | \$ 714,174 | \$ 921,407 | \$ 877,167 | \$ 1,220,833 | \$ 1,650,293 | \$ 2,409,864 | \$1,171,051 |
| Oct | \$ 832,082 | \$ 878,408 | \$ 773,615 | \$ 538,645 | \$ 627,339 | \$ 667,331 | \$ 646,265 | \$ 1,028,981 | \$ 1,459,114 | \$ 2,139,152 | \$959,093 |
| Nov | \$ 770,517 | \$ 826,623 | \$ 741,489 | \$ 483,013 | \$ 377,803 | \$ 477,198 | \$ 513,740 | \$ 2,056,684 | \$ 2,511,571 | \$ 3,278,552 | \$1,203,719 |
| Dec | \$ 1,279,288 | \$ 1,279,178 | \$ 1,242,733 | \$ 1,094,736 | \$ 1,057,825 | \$ 1,180,113 | \$ 1,187,268 | \$ 1,888,413 | \$ 2,296,240 | \$ 3,077,192 | \$1,558,299 |
| Average | \$ 945,151 | \$ 1,017,265 | \$ 1,003,326 | \$ 763,592 | \$ 752,287 | \$ 822,988 | \$ 797,581 | \$ 1,148,901 | \$ 1,719,939 | \$ 2,297,372 | |

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

