

Notice & Agenda

Swift County Board of Commissioners

Tuesday, November 5, 2019

9:00 AM

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

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

<u>Time</u>	<u>Reference</u>	<u>Item</u>
9:00 a.m.		Call to Order and Roll Call
9:01 a.m.		Approve Agenda
9:02 a.m.		Consent Agenda
	1-2	(1) Minutes from the October 15, 2019 Regular Meeting
	3-15	(2) Consider approval of CliftonLarsonAllen engagement letter
	16-32	(3) Consider approving Human Service Policies
	33-66	(4) Consider approving Human Service Contracts
9:04 a.m.		Consider Approval of Commissioner warrants and review Auditor warrants reviewed
9:05 a.m.		Commissioner and Board reports
9:25 a.m.		County Administrator report
9:30 a.m.		Citizens Comments
9:40 a.m.	67	Scott Collins, Environmental Services Consider approval of Environmental Services tipping charge increase
9:50 a.m.	68	Amanda Ness, HR Coordinator Consider approving the appointment of an Assistant County Attorney at Step 5
10:00 a.m.	69-73	Ron Vadnais, County Treasurer Review 3rd Quarter 2019 Cash & Investments
10:10 a.m.	74-78	Kim Saterbak, County Auditor Review 3rd Quarter 2019 Executive Departmental Budget Report
10:20 a.m.	79-82	Kristi Fernholz, UMV RDC Senior Planner Consider approval of Swift County OHV Master Plan contract
10:30 a.m.		Other Business
10:35 a.m.		Adjournment

SWIFT COUNTY BOARD MINUTES

October 15, 2019

Chairman Hendrickx called the meeting to order at 9:03 AM with all members present. Also present: County Administrator Kelsey Baker, Terri Orr, other county employees and members of the public.

Chairman Hendrickx asked if there were any changes or additions to the agenda. There were no changes.

10-15-19-01 Commissioner E. Pederson moved and Commissioner Rudningen seconded to approve the agenda. Motion carried unanimously.

10-15-19-02 Commissioner P. Peterson moved and Commissioner Fox seconded to approve the Consent Agenda items: (1) Minutes from the October 1, 2019 Regular Meeting, (2) Approval of 2020/2021 Natural Resources Block Grant Agreement, (3) Approval of contract between the County of Swift and Nygard Family LTD Partnership for Demolition Debris Disposal Facility, (5) Approval to allow the Sheriff's Department to open a jail petty cash account at First Security Bank, Benson MN. A brief discussion was held. Motion carried unanimously.

10-15-19-03 Commissioner Fox moved and Commissioner Rudningen seconded to approve the Commissioner warrants as follows: County General Revenue, \$53,322.14; Solid Waste Fund, \$43,768.12; Road and Bridge, \$88,108.12; County Ditches Fund, \$214.95; County Health Insurance, \$27.00; which includes the following bills over \$2,000: Albany Recycling Center, \$2,285.76; Augusta Motor Works, \$2,201.95; Central Specialties Inc., \$80,805.58; Counties Providing Technology, \$6,321.00; Kandiyohi County Sherriff's Department, \$8,898.04; Northland Business Systems, \$3,144.00; Pflipsen Trucking LLC, \$14,866.67; Swift County Monitor News, \$2,817.68; U. S. Postal Service, \$4,250.00; University of Minnesota, \$3,690.46; Waste Management of WI-MN, \$20,655.62; Yellow Medicine County Jail, \$2,626.24. Motion carried unanimously.

Board and Committee Reports were given as follows: Commissioner P. Peterson reported on 6W Corrections, Human Services Work Session and Safe Communities Coalition. Commissioner E. Pederson reported on Historical Society, RDA, Grow meeting and Soil Water Conservation District. Chairman Hendrickx reported on 6W Corrections, PrimeWest and NACo Rural Impact County Challenge. Commissioner Fox reported on Chippewa River Technical Advisory Committee and Southwest 18 Mental Health Consortium Annual meeting. Commissioner Rudningen reported on Prairie Lakes Youth Programs, Planning and Zoning meeting, Well-being Committee and Policy Committee.

Administrator Kelsey Baker reported on Strengths training for all county employees, Organizational Study, NACo Rural Impact County Challenge Conference, Personnel update, Capital Improvement Plan Bond Recap and open enrollment.

Chairman Hendrickx asked for citizen's comments. Mark Hughes had concerns on Broadband and Swift County Sheriff's radio system.

KMS Elementary Principle Jeffrey Keil, held a discussion on MnDot 2024 Transportation Alternatives Program Sponsoring Agency for KMS School Safe routes Infrastructure.

10-15-19-04 Commissioner Rudningen moved and Commissioner P. Peterson seconded to approve resolution 19-10-41 for support of the MnDot 2024 Transportation Alternatives Program Sponsoring Agency for KMS School Safe routes Infrastructure. Motion carried unanimously.

Environmental Services Director Scott Collins requested approval of a Conditional Use Permit #5660 requested by Rolo Dairy to expand the dairy operation by adding a 300' x 150' free stall total confinement barn with a robotic milking system and a 4.1 million gallon clay lined earthen basin. The total mature dairy animal unit capacity will increase from 364 animal units to 621 animal units.

10-15-19-05 Commissioner Rudningen moved and Commissioner Fox seconded to approve Conditional Use Permit #5660 requested by Rolo Dairy to expand the dairy operation by adding a 300' x 150' free stall total confinement barn with a robotic milking system and a 4.1 million gallon clay lined earthen basin. The total mature dairy animal unit capacity will increase from 364 animal units to 621 animal units. A brief discussion was held. Motion carried unanimously.

County Engineer Andy Sander requested approval on quotes for a batwing mower. Discussion was held for three different options.

10-15-19-05 Commissioner Rudningen moved and Commissioner E. Pederson seconded to approve a

batwing mower from Lund Implement Co. for \$10,500.00. A brief discussion was held. Motion carried unanimously.

Andy Sander further discussed the bids for Bituminous Patching and recommended denying both bids and to rebid it in the spring.

10-15-19-06 Commissioner Fox moved and Commissioner Rudningen seconded to approve County Engineer Andy Sander's recommendation for denying both bids. Motion carried unanimously.

Fiscal Supervisor Gary Jensen updated the board on the Financial Summary.

Human Services Director Catie Lee requested approval of both policy 2.704 County Crisis Funds and 2020-2021 MFIP Biennial Service Agreement.

10-15-19-07 Commissioner Rudningen moved and Commissioner Fox seconded to approve both policy 2.704 County Crisis Funds and 2020-2021 MFIP Biennial Service Agreement. Motion carried unanimously.

The board recessed at 10:08 AM.

The board reconvened at 10:18 AM.

Community Perspective Committee member Robert Zielsdorf presented to the board the committees recommendations on the building project. A lengthy discussion was held. No decisions were made at this time.

10-15-19-08 Commissioner P. Peterson moved and Commissioner Rudningen seconded to adjourn. Motion carried unanimously.

Meeting adjourned at 10:45 AM.

WITNESSED:

Gary Hendrickx, Chair

ATTEST:

Kelsey Baker, County Administrator



Request for Board Action

BOARD MEETING DATE:
November 5, 2019

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving the CliftonLarsonAllen engagement letter	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: Authorization by the Board of Commissions is required for Swift County to sign a legal agreement
BACKGROUND/JUSTIFICATION: Our contracts with the public accounts are usually for a three year period. We have been working with CliftonLarsonAllen for more than 10 years. The engagement letter defines the duties and responsibilities performed by Swift County and CliftonLarsonAllen. The engagement letter is signed each year. A copy signed by the Board of Commissioners shows their agreement to the terms and will need to be returned to CliftonLarsonAllen before work begins on the 2019 audited financial statements.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR:
RECOMMENDATIONS: Has been submitted for review	RECOMMENDATIONS: Click here to enter text.
COMMENTS: None	COMMENTS: None

October 17, 2019

County Board of Commissioners and Management
Swift County
301 14th St N, PO Box 288
Benson, MN 56215

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the audit and nonaudit services CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) will provide for Swift County (“you,” “your,” or “the entity”) for the year ended December 31, 2019.

Douglas Host is responsible for the performance of the audit engagement.

Audit services

We will audit the financial statements of the governmental activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of Swift County, as of and for the year ended December 31, 2019, and the related notes to the financial statements.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity’s basic financial statements. The following RSI will be subjected to certain limited procedures, but will not be audited.

1. Management’s discussion and analysis.
2. Budgetary comparison schedules.
3. OPEB schedules, as applicable.
4. Pension schedules.

We will also evaluate and report on the presentation of the following supplementary information other than RSI accompanying the financial statements in relation to the financial statements as a whole:

1. Schedule of expenditures of federal awards.
2. Combining and individual fund statements.
3. Other supporting schedules, as applicable.

Nonaudit services

We will also provide the following nonaudit services:

- Preparation of your financial statements, schedule of expenditures of federal awards, and related notes.
- Preparation of adjusting journal entries.

Audit objectives

The objective of our audit is the expression of opinions about whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS); the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our audit will include tests of your accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express opinions and render the required reports. We will apply certain limited procedures to the RSI in accordance with U.S. GAAS. However, we will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) other than RSI accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

The objectives of our audit also include:

- Reporting on internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Reporting on internal control over compliance related to major programs and expressing an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Uniform Guidance.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the result of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We will issue written reports upon completion of our audit of your financial statements and compliance with requirements applicable to major programs. We will make reference to EideBailly's audit of Swift County-Benson Hospital in our report on your financial statements. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. If our opinions on the financial statements or the single audit compliance opinion are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial

statements or material noncompliance caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming opinions on the financial statements or an opinion on compliance, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue reports, or withdrawing from the engagement.

As part of our audit, we will also perform the procedures and provide the report required by the *Minnesota Legal Compliance Audit Guide for Political Subdivisions*.

Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements as a whole are free from material misstatement, whether due to fraud or error. An audit involves performing procedures to obtain sufficient appropriate audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements.

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements or noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards*, and the Uniform Guidance. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a single audit.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statements and compliance in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with the direct and material compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we identify during the audit that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and on compliance relevant information about any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that may have occurred that are required to be communicated under *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards that may have a direct and material effect on each of the entity's major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "OMB Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of these procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

We will evaluate the presentation of the schedule of expenditures of federal awards accompanying the financial statements in relation to the financial statements as a whole. We will make certain inquiries of management and evaluate the form, content, and methods of preparing the schedule to determine whether the information complies with U.S. GAAP and the Uniform Guidance, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We will compare and reconcile the schedule to the underlying accounting records and other records used to prepare the financial statements or to the financial statements themselves.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements, RSI, and the schedule of expenditures of federal awards in accordance with U.S. GAAP. Management is also responsible for identifying all federal awards received, understanding and complying with the compliance requirements, and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of the Uniform Guidance.

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. Management is responsible for compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs. Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the design, implementation, and maintenance of effective internal control, including internal control over compliance, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and that there is reasonable assurance that government programs are administered in compliance with compliance requirements.

You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered.

You are responsible for taking timely and appropriate steps to remedy any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that we may report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings; and to follow up and take prompt corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review at the beginning of audit fieldwork..

You are responsible for ensuring that management is reliable and for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters, and for the accuracy and completeness of that information, and for ensuring the information is reliable and properly reported; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence. You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements. You are also responsible for providing us access to component information, those charged with governance of components, component management, and component auditors (including relevant audit documentation and communications).

Management is responsible for providing us with, or making arrangements to facilitate (1) unrestricted communication between us and the component auditor(s) to the extent permitted by law or regulation; (2) communications between the component auditor(s), those charged with governance of the component(s), and component management, including communications of significant deficiencies and material weaknesses in internal control; (3) communications between regulatory authorities and the component(s) related to financial reporting matters; (4) access to component information, those charged with governance of the component(s), component management, and the component auditor(s) (including relevant audit documentation requested by us); and (5) permission to perform work, or request a component auditor to perform work, on the financial information of the component(s).

You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for the preparation and fair presentation of other supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements and RSI. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies to us of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

The responsibilities and limitations related to the nonaudit services performed as part of this engagement are as follows:

- We will prepare a draft of your financial statements, schedule of expenditures of federal awards, and related notes in conformity with U.S. GAAP and the Uniform Guidance based on information provided by you. Since the preparation and fair presentation of the financial statements and schedule of expenditures of federal awards is your responsibility, you will be required to acknowledge in the representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. You have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements and schedule of expenditures of federal awards.
- We will propose adjusting journal entries as needed. You will be required to review and approve those entries and to understand the nature of the changes and their impact on the financial statements.

These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Use of financial statements

The financial statements and our report thereon are for management's use. If you intend to reproduce and publish the financial statements and our report thereon, they must be reproduced in their entirety. Inclusion of the audited financial statements in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Engagement administration and other matters

We expect to begin our audit in December each year. Please inform us of the planned timing of your year-end inventory procedures, and we may, depending on materiality, observe the counting of your year-end inventory procedures.

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

At the conclusion of the engagement, we will complete the auditor sections of the electronic Data Collection Form SF-SAC and perform the steps to certify the Form SF-SAC and single audit reporting package. It is management's responsibility to complete the auditee sections of the Data Collection Form. We will create the single audit reporting package PDF file for submission; however, it is management's responsibility to review for completeness and accuracy and electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be electronically submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

We are available to perform additional procedures with regard to fraud detection and prevention, at your request, as a separate engagement, subject to completion of our normal engagement acceptance procedures. The terms and fees of such an engagement would be documented in a separate engagement letter.

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Minnesota Office of the State Auditor, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the Minnesota Office of the State Auditor. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Except as permitted by the "Consent" section of this agreement, CLA will not disclose any confidential, proprietary, or privileged information of the entity to any persons without the authorization of entity management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our relationship with you is limited to that described in this letter. As such, you understand and agree that we are acting solely as independent accountants. We are not acting in any way as a fiduciary or assuming any fiduciary responsibilities for you. We are not responsible for the preparation of any report to any governmental agency, or any other form, return, or report or for providing advice or any other service not specifically recited in this letter.

Our engagement and responsibility end on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at www.CLAconnect.com/Aboutus/.

Mediation

Any disagreement, controversy, or claim (“Dispute”) that may arise out of any aspect of our services or relationship with you, including this engagement, shall be submitted to non-binding mediation by written notice (“Mediation Notice”) to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Any Dispute will be governed by the laws of the state of Minnesota, without giving effect to choice of law principles.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute that may arise between the parties. The parties agree that, notwithstanding any statute or law of limitations that might otherwise apply to a Dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against us must be commenced within twenty-four (24) months (“Limitation Period”) after the date when we deliver our final audit report under this agreement to you, regardless of whether we do other services for you relating to the audit report, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

Fees

Our professional fees will be billed based on the time involved and the degree of responsibility and skills required. We will also bill a technology and client support fee of five percent (5%) of all professional fees billed. Based on our preliminary estimates, the total fees and expenses for the December 31, 2019 engagement should approximate \$52,000 (\$49,524 for the audit and \$2,476 for the technology fee) for the audit, entering the information in the Data Collection Form SF-SAC and for creating the single audit reporting package. These fees include auditing one major program for single audit purposes. These estimates are based on anticipated cooperation from your personnel and their assistance with preparing confirmations and requested schedules. If

the requested items are not available on the dates required or are not accurate, the fees and expenses will likely be higher. If unexpected circumstances require significant additional time, we will provide detailed billing information and explanations for the additional charges. Our invoices, including applicable state and local taxes, will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our reports. You will be obligated to compensate us for all time expended and related fees and to reimburse us for all out-of-pocket expenditures through the date of termination.

Changes in accounting and audit standards

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the letter increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Other fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

Consent

Consent to use financial information

Annually, we assemble a variety of benchmarking analyses using client data obtained through our audit and other engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this engagement letter will serve as your consent to use of Swift County's information in these cost comparison, performance indicator, and/or benchmarking reports.

Subcontractors

CLA may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement.

Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. Please sign, date, and return the enclosed copy of this letter to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties' respective responsibilities.

Sincerely,

CliftonLarsonAllen LLP



Douglas P Host, CPA
Principal
218-825-2948
doug.host@CLAconnect.com

Response:

This letter correctly sets forth the understanding of Swift County.

Authorized governance signature: _____

Title: _____

Date: _____

Authorized management signature: _____

Title: _____

Date: _____



Request for Board Action

BOARD MEETING DATE:
November 5, 2019

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Policy Review and Approval		
AGENDA YOU ARE REQUESTING TIME ON: Regular board	ARE YOU SEEKING APPROVAL OF A CONTRACT? No	
IS THIS MANDATED? Most are	EXPLANATION OF MANDATE: County Board action needs to be taken to review and approve Policies	
BACKGROUND/JUSTIFICATION:		
County Policies		
Number and Name of Policy	Policy Purpose	Summary of Changes
402 – Business Subsidy Policy	Policy is to follow the Business Subsidies Act	No changes to policy
403 – Adherence to County Budget	To adopt an annual budget as its financial plan and to provide means of accountability within departments. To ensure that the adopted financial plan is adhered to, department heads must be held accountable for staying within their budgets.	No changes to policy
404 – Capital Expenditures	To ensure adequate control and appropriate use of capital assets.	No changes to policy
406 – Payment of Grants and Subsidies	Payment for grants and subsidies are determined in this policy.	No changes to policy
504 - Overage Payments	Various payments of taxes, fees, and other charges that may be in excess of the actual charge itself and sets the limit of refund.	No changes to policy
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? Click here to enter text.		

Budget Information

FUNDING: NA

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.



Policy Name	GASB 34 - Capital Asset Policy
Policy Number	404
Origination Date	01/19/2017
Board Approval Date	11/5/19
Policy Owner	Auditor
Responsible Personnel	All Department Heads
Regulatory Requirement	
Cross References	
Attachments	Capital Asset Change Form

Policy Purpose

The purpose of this policy is to ensure adequate control and appropriate use of capital assets. The procedures are intended to establish guidelines for budgeting, purchasing, using, financial reporting, inventory, transferring, depreciating, and disposing of assets.

The following policy is presented and adopted in response to the accounting and reporting requirements of the Governmental Accounting Standards Board (GASB) pronouncement 34 and later pronouncements. These policies provide the foundation for the collection and reporting of Swift County Financial information in accordance with these pronouncements. The establishment and maintenance of a Capital Asset System is essential to provide accurate capital asset figures for financial reporting, but also services to provide management with data for the control of assets.

Policy

It is the policy of Swift County that capital assets be used for appropriate County purposes; accurately account for and report capital assets in financial reports issued to the County Commissioners, external reporting agencies, granting agencies and the public; maintain and safeguard its capital assets for the use and enjoyment of its citizens; and to protect against loss or theft.

- It is the responsibility of the County Auditor's Office and the Department Heads to ensure capital assets will be tagged, inventoried on a regular basis, and accounted for by fund, department and asset category.
- It is the responsibility of the County Highway Department to ensure infrastructure assets are identified and inventoried on a regular basis.
- It is the responsibility of the County Auditor's Office to ensure that infrastructure assets are accounted for by fund and asset category.
- It is the responsibility of Swift County Board of Commissioners, County Administrator and Department Heads to ensure that proper budgeting and purchasing guidelines are followed, that capital assets are adequately controlled and used for appropriate County purposes, and to secure such capital assets.

Scope

The Swift County Commissioners require all departments to use this policy to protect and report on assets held by the county.

Procedure

Definition of Assets

Capital assets include: land, improvements to land, easements, buildings, building improvements, construction in Progress, vehicles, machinery, furniture and equipment, works of art and historical treasures, infrastructure, and all other tangible or intangible assets. A capital asset is to be reported and, with certain exceptions, depreciated in governmental-wide financial statements. In the governmental-wide statements, assets that are not capitalized are expensed in the year of acquisition.

Infrastructure assets are long-lived capital assets that normally can be preserved for a significantly greater number of years than most capital assets and that are normally stationary in nature. Examples include streets, roads, sewer lines, water lines, sidewalks, traffic signals and bridges. Infrastructure assets do not include buildings, parking lots, or any other examples given above that are incidental to property or access to the property.

Capital Assets and Capitalization Thresholds

In general, all capital assets that have a cost equal to or greater than the established capitalization threshold and that have an estimated useful life extending beyond one year, will be subject to accounting and reporting (capitalization). Items acquired of lesser value will be recorded and inventoried for control purposes, but generally will not be included in financial statement reporting. All capitalized assets will be inventoried on capital asset software that will be maintained by the Auditor's Office. The County reports capital assets under the following categories:

- Land and Right-of-Way
- Buildings
- Improvements Other Than Buildings
- Works of Art and Historical Treasures
- Infrastructure
- Construction Work in Progress
- Machinery, Furniture and Equipment

For county wide financial statement purposes only, a capitalization threshold is established for each capital asset category as follows:

Capital Asset Category	Tracking and Inventory	Capitalize and Depreciate
Land and Right-of-Way	\$1	Capitalize Only
Buildings	\$1	\$25,000
Improvements Other Than Buildings	\$1	\$25,000
Works of Art and Historical Treasures	\$100 - \$4,999	\$5,000
Infrastructure	\$25,000	\$50,000
Construction Work in Progress	\$1	Capitalize Only
Machinery, Furniture and Equipment	\$100 - \$4,999	\$5,000
Leased Equipment	\$100 - \$4,999	\$5,000
Vehicle	\$100 - \$4,999	\$5,000

All costs associated with the purchase or construction should be considered, including ancillary costs such as freight and transportation charges, sales tax, site preparation expenditures, installation charges, professional fees, temporary and permanent easements, design engineering, construction management, inspection, permits, insurance and legal costs directly attributable to asset acquisition.

The county may record and report items of value less than the threshold where the majority of similar items are greater than the threshold and the exclusion of the few items of less value would distort the financial picture.

The acquisition of individual items of office furniture and such, which are valued below the threshold, will not be reported. If the county acquires an office suite of furniture that exceeds the threshold; the suite may be reported, depending on the materiality and significance although the individual items may or may not be inventoried for control purposes. This approach will be followed for other classes of assets as well. Law library books will be capitalized as a group on an annual basis and will not be tracked on an individual basis for capital asset reporting purposes.

Recording Land – Land will be capitalized but not depreciated. It is recorded at historical or estimated historical cost and remains at that cost until disposal.

1. Recording Land Improvements -

- a. Non-exhaustible – Expenditures for improvements that do not require maintenance or replacement are capitalized but not depreciated.
 - b. Exhaustible – Other improvements that are part of a site, such as parking lots, landscaping, and fencing, are depreciable. During initial implementation of GASB Statement 34, these improvements will be recorded separately to the extent that cost documentation is available.
- 2. Recording Buildings** – Buildings will be recorded at either their acquisition cost or construction cost. Each building component (e.g. roof, HVAC systems, etc.) should be recorded separately when significant because of the difference in the useful life of these components. During initial implementation of GASB Statement 34, these components will be recorded separately to the extent that cost documentation is available.
- 3. Recording Building Improvements** – Building improvements that extend the useful life of a building and meet the capitalization threshold will be capitalized. During initial implementation of GASB Statement 34, these improvements will be reported separately to the extent that cost documentation is available.

4. **Recording Construction-in-Progress** – Construction-in-Progress will be capitalized and not depreciated.
5. **Recording Vehicles** – Vehicles will be identified by asset tags, inventoried and depreciated.
6. **Recording Machinery, Furniture and Equipment** – Assets such as furniture, machinery, and equipment should be identified and inventoried. If they meet the threshold levels, they will be capitalized and depreciated.
7. **Interest on Debt Issued** – Interest on debt issued for the construction of an asset will be capitalized as part of the asset's cost to the extent of the interest that will be incurred during the construction period only.

Costs

Capital assets shall be recorded at historical cost if the cost is reasonably determinable. If historical cost data is not determinable, an estimated cost will be used.

1. **Actual Cost** – This will be included not only the purchase or construction cost (which can be obtained through invoice, purchase order, and paid check files) but also charges necessary to place the asset in its intended location. This includes costs such as freight and transportation, site preparation expenditures, interest costs, professional fees, and legal claims directly attributable to asset acquisition.
2. **Estimated Cost** – This will be based on as much documentary evidence as can be found to support the cost, such as interviews with personnel and/or price level adjustments based on the Consumer Price Index for each asset.
3. **Donated Cost** – These assets will be based on their estimated fair market value at time of acquisition. A determination as to the fair market value basis will be included with property records.

Depreciation

Depreciation is a method for allocating the cost of buildings and equipment over their useful lives. Generally accepted accounting principles dictate that the value of the capital asset must be written off as an expense over the useful life of the asset as an indirect cost. Annual depreciation expense will be calculated using the straight-line method. The County will utilize the full-month averaging convention. By using the full-month averaging convention, property placed in service at any time during a given month is treated as if it was placed in service at the first day of that month, regardless of the actual day of the month acquired. Likewise, when the asset is disposed of, the actual date of disposal is disregarded and the disposal date is the end of the month prior to the month of disposal (i.e. no depreciation is taken for the month of disposal). The salvage value of an asset is an estimate made by management of what the value of an asset will be at the end of its useful life. Using the assumption that Swift County tends to utilize capital assets until they are literally worthless, a salvage value of zero (0) will be assigned to all capital assets and infrastructure to help decrease the cost of record keeping.

Dollar Value and Life Expectancy Tests

Individual assets (other than infrastructure and land) with an actual or estimated historical cost of \$5,000 or more and with a life expectancy of three years will be included in the capital asset

records. Items under this dollar value will not be presented in the financial statements. All infrastructure that has an actual or estimated historical cost of \$25,000 or greater will be capitalized. All land that has an actual or estimated historical cost of \$1.00 or greater will be capitalized. While authoritative pronouncements do not require it, management will consider the grouping of large purchases of assets that individually do not meet capitalization thresholds (personal computers, library book collections, desks, etc.) if management deems the total cost of the group of assets is material in relation to the total assets of the County.

Asset Reduction

Assets no longer owned by or in the possession of the county shall be removed from the capital asset records.

1. **Sold and/or Retired** – These assets will be removed from the capital asset records upon formal notification from the responsible party of such disposition. Departments should be cautious about retiring assets still depreciating on books. This will result in the department having to write off a loss in the year the asset was retired.
2. **Transferred Assets** – Assets that are transferred to proprietary (business-type) funds will be accounted for separately from the governmental activities of the county and will be removed from the capital asset records (in relation to governmental activities) upon transfer to a proprietary fund (i.e. the asset will be accounted for in the proprietary fund).
3. **Missing** – Assets not seen for two consecutive annual inventories will be classified as missing and will be removed from the capital asset records upon formal notification to the Auditor's Office. These assets no longer will be searched for in regular annual inventories. However, if an asset is located at some time in the future, it will be reactivated in the system. A list of missing assets by departments should be presented to the County Commission on an annual basis.

Surplus Equipment

Surplus property can be sold at public auction, transferred from one department to another department, recycled or disposed of as junk to a landfill or other appropriate waste removal facility. Property that is not sold at a public auction will be disposed of through second party vendors, vehicles or computers, printers, keyboards, etc. or other electronic equipment may be disposed via auction or recycled with County Board Approval.

An infrastructure asset is usually only disposed of in connection with its replacement or reconstruction.

Proceeds from the disposal of surplus property held by public auction will be allocated to the General Fund unless the property was originally purchased with monies from a specific fund, in which case, the proceeds will be returned to that specific fund.

1. A complete accounting must be reported back to the Auditor's Office so that these items can be removed from the system.
2. A list of surplus equipment removed from capital asset records will be presented to the full County Commission on at least an annual basis.

Infrastructure

GASB Statement 34 requires counties to capitalize and report county owned infrastructure at historical or estimated historical cost. The GASB defines infrastructure as long-lived capital assets associated with governmental activities that normally are stationary in nature and can be preserved for a significantly greater number of years than most capital assets. The County will initially capitalize its infrastructure by the following method:

1. County-owned Roads:

- Swift County will retroactively report roads at actual or estimated historical cost back to January 1980, or,
- The last time the road was upgraded on or after January 1980, (gravel to oil-and-chip, etc.) or,
- The last time the road was replaced or resurfaced in a way that it extended the original useful life of the road (i.e. not considered routine maintenance) on or after January, 1980.

2. Bridges

Swift County will retroactively report bridges at actual or estimated historical cost back to:

- January 1980, or
- The last time the bridge was upgraded (wood to concrete, etc.) if this date was on or after January 1980.
- Major renovations on or after January 1980, that were not considered routine repairs that extended the original useful life of the bridge, will be capitalized.

3. Right-of-Ways and Other Easements:

Right-of-Ways and other easement rights that the County did not incur a cost for will not be capitalized. If the easements were actually paid for by the County, it should be capitalized by actual or estimated historical cost.

Responsibility/Recordkeeping

1. County Commissioner:

- a. Determine and approve policies for capital asset management.
- b. Review findings and recommendations related to internal audits conducted by The Auditor's Office or external audits conducted by the State/IPA firm.
- c. Ensure any identified deficiencies or noncompliance with policies are addressed and corrected.

2. Auditor's Office

- a. Maintain a computer database inventory of all county-owned assets that exceed capitalization thresholds assets. Copies of documentation for the actual historical or estimated historical cost of each capitalized asset will be maintained in a separate file as long as each individual asset is actively on the books.

- b. Work with County Officials and other departments to identify newly purchased or donated assets. Tag all movable assets over capitalization thresholds and input all relative information into the capital asset system.
- c. Remove asset tags upon retirement of assets from computer records upon proper notification by appropriate departments.
- d. Receive copy of and reviews annual inventory of all departments to determine that capitalized assets are being properly accounted.
- e. Randomly audit annual inventory listings of county departments to ensure that departments are complying with adopted capital asset policies.
- f. Report to County Administrator all instances of noncompliance with capital asset policies and procedures.
- g. Update inventory of capital assets tracked on capital asset software and generate all reports needed to prepare external financial statements.
- h. Work with management and external auditors on all issues concerning capital asset reporting in order to comply with GASB Statement 34.

3. County Office/Department

- a. Report the theft or loss of property to the Auditor's office in writing. A police report should be obtained on all losses suspected of being stolen.
- b. Report to the Auditor's office in writing any assets deemed to be surplus and unneeded by the department so that proper transfer or disposal can proceed.
- c. Any acquisition, transfer to another county department, or disposal of assets shall be documented in writing to the Auditor's Office.
- d. Allow the Auditor's Office access to all records and inventory necessary to aid in the determining of proper disclosure of capital assets for reporting purposes.
- e. Designate person(s) for the custody and control of departmental property. The name of this person shall be submitted to the Auditor's Office for direct communication purposes.
- f. The Auditor's Office will prepare and distribute an annual inventory of all assets assigned to their respective department. Each office/department is responsible to reconcile and report differences between annual capital asset inventory and actual physical inventory.

Notify, on a timely basis, the Auditor's Office of new asset acquisitions not currently tagged and any item that has been declared surplus/destroyed/missing.

Violation of this Policy

No or only partial adherence to this policy or procedure may result in noncompliance with current regulatory requirements and subsequent penalties to Swift County. Remediation for violators will include, but not be limited to, disciplinary action up to and including termination depending on the circumstances of the situation at the time.

Signatures:

Date:

Board Approval: _____
Board Chair

County Administrator: _____



Policy Name	Payment of Grants and Subsidies
Policy Number	406
Origination Date	01/01/2003
Board Approval Date	11/5/19
Policy Owner	Auditor's Office
Responsible Personnel	Auditor
Regulatory Requirement	
Cross References	
Attachments	

Policy Purpose

As part of its annual budget, the County Board commits considerable resources to support a variety of organizations. If all funds were to be paid out in the first part of the year, County cash flows could be adversely affected and leave no ability to reach to unanticipated revenue or cash shortfalls.

Procedure

Unless specifically excluded by County Board action, all payments of grants and subsidies of more than \$1,000 annually will be paid on a quarterly, or less frequent basis throughout the budget year.

Violation of this Policy

No or only partial adherence to this policy or procedure may result in noncompliance with current regulatory requirements and subsequent penalties to Swift County. Remediation for violators will include, but not be limited to, disciplinary action up to and including termination depending on the circumstances of the situation at the time.

Signatures:

Date:

Board Approval: _____
Board Chair

County Administrator: _____



Policy Name	Adherence to Annual Budget
Policy Number	403
Origination Date	7/16/2002
Board Approval Date	11/5/19
Policy Owner	Auditor
Responsible Personnel	All Department Heads
Regulatory Requirement	
Cross References	
Attachments	Budget Change Request Form

Policy Purpose

The County adopts an annual budget as its financial plan and to provide a means of accountability within departments. To ensure that the adopted financial plan is adhered to, department heads must be held accountable for staying within their budgets.

Procedure

1. Budget Changes

The Board realizes that no plan can anticipate every possible circumstance or unanticipated, but unavoidable, expenditures. There are two ways department heads can deal with these issues: reallocation of funds or additional appropriations. These requests must be made prior to the submission of any payment requests.

2. **Reallocation of Funds** – When it is anticipated that expenditures within a particular budget line item, or Human Services program area, will exceed funds appropriated, and surplus funds are available elsewhere within a departmental budget, department heads may request a reallocation of funds. This request, made on the proper form, must be submitted to the County Administrator for action at the next regularly scheduled County Board meeting.

3. **Additional Appropriation Request** – When funds are not available for reallocation, department heads may request, on the proper form, an additional budget appropriation. This request must also be submitted to the County Administrator for action at the next regularly scheduled County Board meeting.

4. Over Budget Payment Requests

Whenever a voucher is received for payment, where the budgeted balance remaining is not sufficient to cover the request, payment will be denied. Payment

will not be reconsidered until the department head has had their request approved under 2 or 3 above.

5. Consequences of Non-Compliance

Compliance with their annual budget is the responsibility of all County department heads. Failure to stay within an approved budget will be reflected in the department head’s annual evaluation and may impact consideration of an annual pay increase. Non-elected department heads, making a practice of submitting vouchers for payment when budgeted funds are depleted, may also face disciplinary action under the County’s Personnel Policies.

Violation of this Policy

No or only partial adherence to this policy or procedure may result in noncompliance with current regulatory requirements and subsequent penalties to Swift County. Remediation for violators will include, but not be limited to, disciplinary action up to and including termination depending on the circumstances of the situation at the time.

Signatures:

Date:

Board Approval: _____
Board Chair

County Administrator: _____

Budget Change Request Form

Requestor Information

Department: _____ Date: _____

Dept. Head: _____

Reallocation Request

<u>Account Number</u>	<u>Account Name</u>	<u>Amount Added</u>	<u>Amount Deducted</u>
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Reason for change request: _____

Additional Appropriation Request

<u>Account Number</u>	<u>Account Name</u>	<u>Amount Requested</u>
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<hr/>	<hr/>	<hr/>

Reason for additional appropriation: _____

Board Action Taken

Approved Denied Date: _____

Attach any additional information desired to support/clarify your request.



Policy Name	Overage Payments
Policy Number	504
Origination Date	7/1/2004
Board Approval Date	11/5/19
Policy Owner	Treasurer
Responsible Personnel	All Department Heads
Regulatory Requirement	NA
Cross References	
Attachments	

Policy Purpose

The County receives various payments of taxes, fees, and other charges that may be in excess of the actual charge itself. Returning any excess charges may prove to be more costly to the County due to the clerical, postage and paper costs than the actual refund, especially when the refund amount is less than \$5.00 (five dollars).

The County policy is that it will not refund any excess payments that are less than \$5.00 (five dollars.)

Violation of this Policy

No or only partial adherence to this policy or procedure may result in noncompliance with current regulatory requirements and subsequent penalties to Swift County. Remediation for violators will include, but not be limited to, disciplinary action up to and including termination depending on the circumstances of the situation at the time.

Signatures:

Date:

Board Approval: _____
Board Chair

County Administrator: _____



Policy Name	Business Subsidy Policy
Policy Number	402
Origination Date	6/20/2000
Board Approval Date	11/5/19
Policy Owner	Administrator
Responsible Personnel	County Board
Regulatory Requirement	M.S. 116J.993 through M.S. 116J.995
Cross References	(Includes but not limited to Department processes, workflows, guidelines or other policies etc...)
Attachments	

Policy Purpose

This policy is adopted for purposes of the Business Subsidies Act (the “Act”), which is Minnesota Statutes sections 116J.993 through 116J.995. Terms in this Policy are intended to have the same meanings as used in the Act, and this Policy shall apply only with respect to subsidies granted under the Act if and to the extent required thereby..

Procedure

1. Rationale

While it is recognized that the creation of good paying jobs is a desirable goal which benefits the community, it must also be recognized that not all projects assisted with subsidies derive their public purposes and importance solely by virtue of job creation. In addition, the imposition of high job creation requirements and high wage levels may be unrealistic and counter-productive in the face of larger economic forces and the financial and competitive circumstances of an individual business.

2. Principles and Criteria

With respect to subsidies, the determination of the number of jobs to be created and the wage levels thereof shall be guided by the following principles and criteria:

- a. **Benefits** - Each project shall be evaluated on its own merits, recognizing its importance and benefit to the community from all perspectives, including created or retained employment positions.
- b. **Value** - If a particular project does not involve the creation of jobs, but is nonetheless found to be worthy of support and subsidy, it may be approved without any specific job or wage goals, as may be permitted by applicable law.
- c. **Job Retention** - In cases where the objective is the retention of existing jobs, the recipient of the subsidy shall be required to provide reasonably demonstrable evidence that the loss of those jobs is imminent.

- d. **Variables To Consider** - The setting of wage and job goals must be sensitive to prevailing wage rates, local economic conditions, external economic forces over which neither the grantor nor the recipient of the subsidy has control, the individual financial resources of the recipient and the competitive environment in which the recipient business exists.

3. **Discretion**

Because it is not possible to anticipate every type of project which may in its context and time present desirable community building or preservation goals and objectives, the government body must retain the right in its discretion to approve projects and subsidies which may vary from the principles and criteria of this Policy.

Violation of this Policy

No or only partial adherence to this policy or procedure may result in noncompliance with current regulatory requirements and subsequent penalties to Swift County. Remediation for violators will include, but not be limited to, disciplinary action up to and including termination depending on the circumstances of the situation at the time.

Signatures:

Date:

Board Approval: _____
Board Chair

County Administrator: _____



Request for Board Action

BOARD MEETING DATE:
November 5, 2019

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Consider Approval of Human Services Contracts		
AGENDA YOU ARE REQUESTING TIME ON: Regular board	ARE YOU SEEKING APPROVAL OF A CONTRACT? No	
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: County Board action needs to be taken to review and approve Contracts	
BACKGROUND/JUSTIFICATION:		
Human Services Contracts		
Name	Contract Dates	Summary of Changes
Heartland Girls Ranch	1/1-12/31/20	No significant changes to Contract
Woodland Centers Rule 29 Contract	1/1-12/31/20	2% increase
Swift County DT&H Contract	1/1-12/31/20	No significant changes to policy
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? Click here to enter text.		

Budget Information

FUNDING: NA

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.

2020

Swift County Human Services, 410-21st Street South, Benson, Minnesota, 56215, hereinafter referred to as the "Department" and Heartland Girls Ranch, 185 Highway 9 NE, Benson, Minnesota 56215, hereinafter referred to as the "Contractor", enter into this agreement for the period of January 1, 2020 to December 31, 2020.

Witnesseth

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

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

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

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

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

100 Definitions

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

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

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

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

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

200 Purchase of Services

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

Code	Title	Unit Type	Unit Cost	Est Unit
18500	Correctional Facilities	DY-Day	\$261.50	7,954/mo
	Hearts for Freedom	DY-Day	\$319.60	11,912/mo

2. The total amount to be paid to the Contractor for purchased services shall not exceed \$345,280 for the duration of the Contract.

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

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

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

6. When a determination has been made by the Contractor - together with local law enforcement personnel - that

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

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

300 Delivery of Services

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

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

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

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

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

6. Nothing in this Contract shall be construed as requiring the Contractor to provide services, or any County of Financial Responsibility to continue purchasing services from the Contractor for any eligible family upon cancellation or termination of the Contract.

7. The Contractor agrees that the services to be provided under this Contract will be available only to children identified by Counties of Financial Responsibility - no out-of-state or private pay admissions unless agreed to by the Department.

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

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

effectiveness;

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

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

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

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

400 Eligibility For Services

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

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

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

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

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

500 Performance Based Criteria

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

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

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

600 Individual Program Plan

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

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

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

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

700 Contractor Qualifications and Training

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

800 Payment For Service

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

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

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

900 Audit and Record Disclosure

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

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

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

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

3. The Contractor agrees to allow personnel of the Department, the Minnesota Department of Human Services,

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

4. The Contractor agrees to maintain all records pertaining to the Contract at 185 Highway 9 NE, Benson, Minnesota, 56215 for four (4) years for audit purposes.

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

1000 Safeguard Of Client Information

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

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

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

1100 Equal Employment Opportunity, Civil Rights and Non-Discrimination

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

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

1200 Fair Hearing and Grievance Procedures

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

1300 Bonding, Liability, Indemnity, Insurance, and Audit

1. Bonding (For Private/Non-Profit Contractors Only): The Contractor agrees to obtain and maintain for the duration of this Contract a fidelity bond covering the activity of the Contractor's personnel authorized to receive or distribute monies. Such bond shall be for \$500,000.

2. Liability (For State Operated Contractors Only): To the extent provided in the Tort Claims Act, Minnesota Statutes, section 3.736, the Contractor agrees to be responsible for loss, damage or injuries arising from its own negligence if:

a. By reason of any service, a person suffers personal injury, death or property loss or damages either while participating in or receiving services from the Contractor; or

b. By reason of any service, a person causes injury to, or damage to, the property of another person or individual during any time when the Contractor or employee thereof has undertaken or is furnishing the care or service

called for under this Contract.

3 Indemnity (For Private/Non-Profit Contractors Only): The Contractor agrees that it will at all times indemnify and hold harmless the Department from any and all liability for loss, damage, or injuries arising from its performance under this Contract if:

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

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

5 Audit The Contractor agrees that within 60 days of the close of its fiscal year an audit will be conducted which will meet the requirements of the Single Audit Act of 1984, P.L. 98-502 and Office of Management and Budget Circular No. A-128. After completion of the audit, a copy of the audit report shall be filed with the Department.

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

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

1400 Conditions Of The Parties' Obligations

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

2. This Contract may be canceled by either party at any time, with or without cause, upon 30 days notice, in writing, delivered by mail or in person.

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

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

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

1500 Contractor Debarment, Suspension and Responsibility Certification

Federal Regulation 45 CFR 92.35 prohibits the Agency from purchasing goods or services with Federal money from

vendors who have been suspended or debarred by the Federal government. Similarly, Minnesota Statutes, Section GC.02, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

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

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

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

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

1600 Subcontracting

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

2. All subcontractors shall be subject to and shall meet all 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, 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 monies recovered from the subcontractor, reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party to the Contract or any other third-party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity."

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

1700 Noncompliance

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

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

1800 HIPAA Protocol

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

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

1900 Miscellaneous

The Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as a third-party beneficiary, is an affected party under this Contract. The Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to take any appropriate administrative action or sue the Contractor for any appropriate relief in law or equity, including but not limited to, rescission, damages, or specific performance, of all or any part of the Contract between the County Board and the Contractor. The Contractor specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to and may recover from the Contractor reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party to the Contract or any other third-party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.

2000 Entire Agreement

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

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

Signatures

1. Jeannie Thompson 10-22-19
Jeannie Thompson, Heartland Girls Ranch Administrator Date

2. _____
Catherine Lee, SCHS Director Date

3. _____
Gary Hendrickx, Swift County Board Chair Date

Approved As To Form And Execution:

4. _____
Danielle Olson, Swift County Attorney Date

AGREEMENT FOR PROVIDING COMMUNITY MENTAL HEALTH SERVICES

GENERAL PARTICIPATION AND PURCHASE OF SERVICES AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Purchase of Non-residential Services and Service Sites

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

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

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

3. Cost, Invoice, and Payment for Services:

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

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

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

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

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

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

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

- c. The Centers shall provide access to all of the services as listed in Appendix F to all residents of Swift County on a sliding fee basis. Refer to Section 4.b. for a description of the application of the Sliding Fee Scale.
- d. A quarterly summary report of services will be provided to each county, including:
 - i. Utilization by program
 - ii. Utilization by Brass Code, units delivered, and rate.
 - iii. Utilization by primary third party payer source, if any.
- e. The Centers shall expend maximal effort to secure payment for services from third party payer sources.
- f. The Centers shall retain all fee-for-service recoveries for purchased services.
- g. Woodland Centers will use receivables, which are reconciled on a monthly basis, as part of their overall receivable base for their line of credit computation.
- h. Individuals are also billed on a monthly basis for the part of the service charge which is their responsibility. The individual's responsibility may differ from the service charge due to the type of third-party payer they have or due to qualifying for a sliding fee scale discount.
- i. Fee payments are expected from clients on a monthly basis. Delinquent accounts (those where there has been no payment activity for 120 days) are sent to collections. Collections procedures are in accordance with Minnesota Statutes.
- j. In accordance with Minnesota Statutes, Section 245.467 and per County request, the Centers will provide identifying information of clients for whom we submit bills to the county if the client has consented to its release. This release is restricted to the county staff having responsibility for determining eligibility for payment based upon county residence or financial responsibility. In the event client does not consent to release private health insurance information, County agrees to abide by Minnesota Statutes, Section 13.46, Sub. 7 (6b).
- k. County payments are conditioned in compliance by the Centers and all subcontractors with Sections 245.461 to 245.486 of the Mental Health Act and all other applicable laws, rules, and regulations.

4. Eligibility for Services:

- a. Client financial eligibility for purchased services is to be determined in accordance with the Minnesota Department of Human Services' Comprehensive Services Program Plan.
 - i. The Centers will obtain financial eligibility information from the client. The County agrees to accept the Centers' determination of financial eligibility to receive purchased services.
- b. The County will provide funding to support the Sliding Fee Schedule for persons whose income is 175 percent of the federal poverty guidelines (see **Appendix G**).
 - i. The most recently available figures regarding federal poverty guidelines as of the date of the signing of the contract will be utilized for the sliding fee scale.

5. Delivery of Care Services:

- a. Except as otherwise provided herein, Centers shall maintain in all respects to present control over and autonomy with respect to:
 - i. The application for its intake procedures and requirements to clients,
 - ii. The methods, times, means, and personnel for furnishing purchased services to eligible clients,
 - iii. The determination of when to end the furnishing of purchased services to individual eligible clients.
- b. Nothing in this Agreement shall be construed as requiring the Centers to provide or continue purchased services to or for any eligible clients.

6. Audit and Record Disclosures:

a. The Centers shall:

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

7. Safeguard of Client Information:

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

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

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

9. Fair Hearing and Grievance Procedures:

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

10. Clean Air Clause:

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

11. Contractor Debarment, Suspension and Responsibility Certification

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

federal government. Similarly, Minnesota Statutes, Section 16C.03, Sub 2 provides the commissioner of administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

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

12. Bonding, Indemnity, and Insurance Clause:

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

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

13. Availability of Services:

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

14. Conditions of the Parties' Obligations:

- a. It is understood and agreed that in the event the reimbursement to the County from State and Federal sources is not obtained and continued at an aggregate level sufficient to allow for the purchase of services, the parties will review the Agreement and renegotiate the necessary items.
- b. No claim for services furnished by the Centers, not specifically provided in the Agreement, will be paid by a County unless this is approved in writing by the involved County. Such approval shall be considered to be a separate agreement.

- c. In the event that there is a revision of Federal regulations which might make this Agreement ineligible for Federal financial participation, all parties will review the Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new Federal regulations.

15. Assignment and Subcontracting:

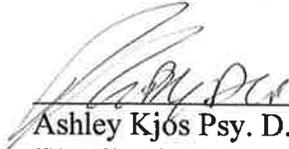
- a. The Centers shall not enter into subcontracts, nor assignment of this Agreement, without prior written approval of the County subject to such conditions and provisions as the County may deem necessary with the understanding being that such approval from the County will not be unreasonably withheld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

16. Miscellaneous:

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

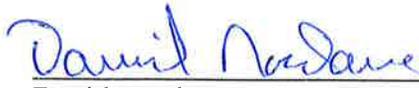
IN WITNESS WHEREOF, Woodland Centers and the Swift County Family Services Department enter into this agreement for the period of time from January 1, 2020, through December 31, 2020.

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



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

Date 10-17-19



David Nordaune, President
Board of Directors, Woodland Centers

Date 10-17-19



Sarah Klaassen, Attorney
Woodland Centers

Date 10-22-19

Swift County Human Services Director signature

Date _____

Swift County Human Service Director printed name

Swift County Board of Commissioners signature

Date _____

Swift County Board of Commissioners printed name

APPROVED AS TO FORM AND EXECUTION

Swift County Attorney signature

Date _____

Swift County Attorney printed name

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

CRISIS TEMPORARY RESIDENCE:

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

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

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

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

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

Billing Procedures:

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

Billing Procedures:

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

Appendix B

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

SUBACUTE DETOXIFICATION:

Woodland Centers will provide subacute detoxification for the county.

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

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

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

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

Billing Procedures:

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

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

		ANNUAL		MONTHLY		WEEKLY		% REDUCTION BY NUMBER OF DEPENDENTS AND INCOME					
								6	7	8	9	10	
0	TO	57,680	0	TO	4,807	0	TO	1,109	NF	NF	NF	NF	NF
57,680	TO	58,680	4,807	TO	4,890	1,109	TO	1,128	5	NF	NF	NF	NF
58,680	TO	59,680	4,890	TO	4,973	1,128	TO	1,148	5	NF	NF	NF	NF
59,680	TO	60,680	4,973	TO	5,057	1,148	TO	1,167	10	NF	NF	NF	NF
60,680	TO	61,680	5,057	TO	5,140	1,167	TO	1,186	10	NF	NF	NF	NF
61,680	TO	62,680	5,140	TO	5,223	1,186	TO	1,205	15	NF	NF	NF	NF
62,680	TO	63,680	5,223	TO	5,307	1,205	TO	1,225	15	NF	NF	NF	NF
63,680	TO	64,680	5,307	TO	5,390	1,225	TO	1,244	20	NF	NF	NF	NF
64,680	TO	65,680	5,390	TO	5,473	1,244	TO	1,263	20	NF	NF	NF	NF
65,680	TO	66,680	5,473	TO	5,557	1,263	TO	1,282	25	5	NF	NF	NF
66,680	TO	67,680	5,557	TO	5,640	1,282	TO	1,302	25	5	NF	NF	NF
67,680	TO	68,680	5,640	TO	5,723	1,302	TO	1,321	25	10	NF	NF	NF
68,680	TO	69,680	5,723	TO	5,807	1,321	TO	1,340	30	10	NF	NF	NF
69,680	TO	70,680	5,807	TO	5,890	1,340	TO	1,359	30	15	NF	NF	NF
70,680	TO	71,680	5,890	TO	5,973	1,359	TO	1,378	35	15	NF	NF	NF
71,680	TO	72,680	5,973	TO	6,057	1,378	TO	1,398	35	20	NF	NF	NF
72,680	TO	73,680	6,057	TO	6,140	1,398	TO	1,417	35	20	5	NF	NF
73,680	TO	74,680	6,140	TO	6,223	1,417	TO	1,436	40	25	5	NF	NF
74,680	TO	75,680	6,223	TO	6,307	1,436	TO	1,455	40	25	10	NF	NF
75,680	TO	76,680	6,307	TO	6,390	1,455	TO	1,475	45	30	10	NF	NF
76,680	TO	77,680	6,390	TO	6,473	1,475	TO	1,494	45	30	15	NF	NF
77,680	TO	78,680	6,473	TO	6,557	1,494	TO	1,513	45	35	15	NF	NF
78,680	TO	79,680	6,557	TO	6,640	1,513	TO	1,532	50	35	20	NF	NF
79,680	TO	80,680	6,640	TO	6,723	1,532	TO	1,552	50	35	20	5	NF
80,680	TO	81,680	6,723	TO	6,807	1,552	TO	1,571	55	40	25	5	NF
81,680	TO	82,680	6,807	TO	6,890	1,571	TO	1,590	55	40	25	10	NF
82,680	TO	83,680	6,890	TO	6,973	1,590	TO	1,609	55	45	30	10	NF
83,680	TO	84,680	6,973	TO	7,057	1,609	TO	1,628	60	45	30	15	NF
84,680	TO	85,680	7,057	TO	7,140	1,628	TO	1,648	60	45	35	15	NF
85,680	TO	86,680	7,140	TO	7,223	1,648	TO	1,667	65	50	35	20	5
86,680	TO	87,680	7,223	TO	7,307	1,667	TO	1,686	65	50	40	20	5
87,680	TO	88,680	7,307	TO	7,390	1,686	TO	1,705	65	55	40	25	10
88,680	TO	89,680	7,390	TO	7,473	1,705	TO	1,725	70	55	45	25	10
89,680	TO	90,680	7,473	TO	7,557	1,725	TO	1,744	70	55	45	30	15
90,680	TO	91,680	7,557	TO	7,640	1,744	TO	1,763	75	60	45	30	15
91,680	TO	92,680	7,640	TO	7,723	1,763	TO	1,782	75	60	50	35	20
92,680	TO	93,680	7,723	TO	7,807	1,782	TO	1,802	80	65	50	35	20
93,680	TO	94,680	7,807	TO	7,890	1,802	TO	1,821	80	65	55	40	25
94,680	TO	95,680	7,890	TO	7,973	1,821	TO	1,840	85	65	55	40	25
95,680	TO	96,680	7,973	TO	8,057	1,840	TO	1,859	85	70	55	45	30
96,680	TO	97,680	8,057	TO	8,140	1,859	TO	1,878	90	70	60	45	30
97,680	TO	98,680	8,140	TO	8,223	1,878	TO	1,898	90	75	60	50	35
98,680	TO	99,680	8,223	TO	8,307	1,898	TO	1,917	95	75	60	50	35
99,680	TO	100,680	8,307	TO	8,390	1,917	TO	1,936	95	75	65	50	40
100,680	TO	101,680	8,390	TO	8,473	1,936	TO	1,955	NR	80	65	55	40
101,680	TO	102,680	8,473	TO	8,557	1,955	TO	1,975	NR	80	65	55	45
102,680	TO	103,680	8,557	TO	8,640	1,975	TO	1,994	NR	85	70	55	45
103,680	TO	104,680	8,640	TO	8,723	1,994	TO	2,013	NR	85	70	60	45
104,680	TO	105,680	8,723	TO	8,807	2,013	TO	2,032	NR	85	75	60	50
105,680	TO	106,680	8,807	TO	8,890	2,032	TO	2,052	NR	90	75	65	50
106,680	TO	107,680	8,890	TO	8,973	2,052	TO	2,071	NR	90	75	65	55
107,680	TO	108,680	8,973	TO	9,057	2,071	TO	2,090	NR	95	80	65	55
108,680	TO	109,680	9,057	TO	9,140	2,090	TO	2,109	NR	95	80	70	55
109,680	TO	110,680	9,140	TO	9,223	2,109	TO	2,128	NR	NR	85	70	60
110,680	TO	111,680	9,223	TO	9,307	2,128	TO	2,148	NR	NR	85	75	60
111,680	TO	112,680	9,307	TO	9,390	2,148	TO	2,167	NR	NR	85	75	65
112,680	TO	113,680	9,390	TO	9,473	2,167	TO	2,186	NR	NR	90	75	65
113,680	TO	114,680	9,473	TO	9,557	2,186	TO	2,205	NR	NR	90	80	65
114,680	TO	115,680	9,557	TO	9,640	2,205	TO	2,225	NR	NR	95	80	70
115,680	TO	116,680	9,640	TO	9,723	2,225	TO	2,244	NR	NR	95	85	70
116,680	TO	117,680	9,723	TO	9,807	2,244	TO	2,263	NR	NR	NR	85	75
117,680	TO	118,680	9,807	TO	9,890	2,263	TO	2,282	NR	NR	NR	85	75
118,680	TO	119,680	9,890	TO	9,973	2,282	TO	2,302	NR	NR	NR	90	80
119,680	TO	120,680	9,973	TO	10,057	2,302	TO	2,321	NR	NR	NR	90	80
120,680	TO	121,680	10,057	TO	10,140	2,321	TO	2,340	NR	NR	NR	95	85
121,680	TO	122,680	10,140	TO	10,223	2,340	TO	2,359	NR	NR	NR	95	85
122,680	TO	123,680	10,223	TO	10,307	2,359	TO	2,378	NR	NR	NR	NR	85
123,680	TO	124,680	10,307	TO	10,390	2,378	TO	2,398	NR	NR	NR	NR	90
124,680	TO	125,680	10,390	TO	10,473	2,398	TO	2,260	NR	NR	NR	NR	90
125,680	TO	126,680	10,473	TO	10,557	2,417	TO	2,436	NR	NR	NR	NR	95
126,680	TO	127,680	10,557	TO	10,640	2,436	TO	2,455	NR	NR	NR	NR	95
127,680	TO	128,680	10,640	TO	10,723	2,455	TO	2,475	NR	NR	NR	NR	95
128,680	AND OVER	10,723 AND OVER	2,475 AND OVER						NR	NR	NR	NR	NR

Appendix D

EXTERNAL
RATE SCHEDULE
1-1-2020

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

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

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

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

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

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

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

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

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

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

Appendix F

Purchase of Service Funding

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

Chemical Dependency Services:

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

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

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

2020

922

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

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

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

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

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

I. CONTRACTOR'S DUTIES

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

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

II. COST AND DELIVERY OF PURCHASED SERVICES

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

III. ELIGIBILITY FOR SERVICES

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

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

IV. INDIVIDUAL SERVICE AND HABILITATION PLAN

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

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

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

V. PAYMENT FOR PURCHASED SERVICES

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

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

VI. AUDIT AND RECORD DISCLOSURES

The Contractor shall:

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

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

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

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

MN, 56215, for four years for audit purposes.

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

VII. SAFEGUARD OF CLIENT INFORMATION

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

VIII. EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS AND NONDESCRIPTION

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

IX. FAIR HEARING AND GRIEVANCE PROCEDURES

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

X. BONDING, INDEMNITY, INSURANCE, AND AUDIT CLAUSE

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

XI. CONTRACTOR DEBARMENT, SUSPENSION AND RESPONSIBILITY CERTIFICATION

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

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

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

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

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

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

XI. CONDITIONS OF THE PARTIES' OBLIGATIONS

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

XII. SUBCONTRACTING

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

XIII. MISCELLANEOUS

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

The remainder of this page has intentionally been left blank.

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

Signatures

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

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

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

Approved As To Form And Execution:

- 4. _____ _____
Swift County Attorney, Danielle Olson Date



Request for Board Action

BOARD MEETING DATE:
November 5, 2019

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 Environmental Services' tipping charge increase.	
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 rate will increase from \$80 per ton to \$100 per ton.	
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 ___ P. Peterson ___ G. Hendrickx ___ E. Pederson ___ J. Fox ___ E. Rudningen	
Action	Vote



Request for Board Action

BOARD MEETING DATE:
November 5, 2019

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: Request approval of the appointment of an Assistant County Attorney at Step 5	
AGENDA YOU ARE REQUESTING TIME ON: Regular	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: N/A
BACKGROUND/JUSTIFICATION: Three applicants were interviewed for the Assistant County Attorney position. The candidate that staff would like to offer this position to has five years of experience as a licensed attorney, two years as a clerk in a private law firm, as well as time as a student prosecutor and as a student judicial law clerk. Recognizing this experience along with his trial skills, staff are requesting board approval to hire Shawn Reinke as a full-time (32 hour per week) Assistant County Attorney at Grade 19, Step 5.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	N/A

Budget Information

FUNDING: Funding for this position is included in the 2019 Budget.
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Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Approve	RECOMMENDATIONS: Approve
COMMENTS: none	COMMENTS: none



Request for Board Action

BOARD MEETING DATE:
November 5, 2019

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Treasurer	REQUESTOR: Ron Vadnais	REQUESTOR PHONE: 320-843-3544
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Review 3rd Quarter 2019 Cash & Investments	
AGENDA YOU ARE REQUESTING TIME ON: Department reports	ARE YOU SEEKING APPROVAL OF A CONTRACT? NO
IS THIS MANDATED? NO	EXPLANATION OF MANDATE: N/A
BACKGROUND/JUSTIFICATION: N/A	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? Click here to enter text.	

Budget Information

FUNDING: N/A

Review/Recommendation

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

Board Action

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

Swift County Cash & Investments - As of 9/30/2019

(Includes unrealized gains)

10/28/2019

Page 1

Account	9/30/2019 Balance
ASSETS	
Cash and Bank Accounts	
Citizens Alliance Bank-Murdock	81,479.10
Fed RLF#281500-SBD	478,930.80
MAGIC-Revenue ACCT#651154	1,091,219.97
PSB-Appleton	68,465.05
R&B Invest Acct#1BB27605	31,340.85
StBkDanvers	577,943.09
WELLS FARGO	33,188.17
Health Ins 18-1	200,000.00
Health Ins 19-1	200,000.00
Health Ins 19-2	200,000.00
Health Ins 19-3	200,000.00
HS Clearing acct #1BB29020	30,532.93
HS-MMIS# 14534(Credit Union)	227,924.17
HS18-13	240,000.00
HS19-10	200,000.00
HS19-11	200,000.00
HS19-2	200,000.00
HS19-3	200,000.00
HS19-4	200,000.00
HS19-5	200,000.00
HS19-6	200,000.00
HS19-7	200,000.00
HS19-8	200,000.00
HS19-9	240,000.00
MAGIC(FEDERATED BOND)#651157	603,366.95
MAGIC(R&B)Mmkt#651173	2,331,791.23
MAGIC-CIP BOND ACCT#651168	4,883,279.42
R&B18-11	200,000.00
R&B18-4	200,000.00
R&B18-8	248,000.00
R&B19-1	240,000.00
R&B19-2	200,000.00
R&B19-3	240,000.00
R&B19-4	245,000.00
R&B19-5	240,000.00
R&B19-6	249,000.00
R&B19-7	245,000.00
R&B19-8	245,000.00
Revenue17-10	200,000.00
Revenue18-1	200,000.00
Revenue19-1	245,000.00
Revenue19-2	200,000.00
Revenue19-3	200,000.00
Revenue19-4	200,000.00
TOTAL Cash and Bank Accounts	17,316,461.73
Other Assets	
REV, R&B & HS-Emp. Benefits CD	242,000.00
TOTAL Other Assets	242,000.00

Swift County Cash & Investments - As of 9/30/2019
(Includes unrealized gains)

10/28/2019

Page 2

Account	9/30/2019 Balance
Investments	
REV-HEALTH CARE	524,981.42
TOTAL Investments	524,981.42
TOTAL ASSETS	18,083,443.15
LIABILITIES	0.00
OVERALL TOTAL	18,083,443.15

<u>FUND #</u>	<u>FUND NAME</u>	<u>INSTITUTION</u>	<u>ID#</u>	<u>MATURITY DATE</u>	<u>TOTAL INVEST.</u>	<u>INT RATE</u>	<u>MONTH ENDED</u>	<u>ACCRUED INTEREST</u>
31097	R&B	1st Foundation-Irvine CA	32026UHT6	16-Sep-19	\$0.00		30-Sep-19	\$0.00
601097	Health Ins	Lubbock Ntl Bk	549152CX2	16-Sep-19	\$0.00		30-Sep-19	\$0.00
651097	Health Ins	CompassBK-Ala	20451PVD5	16-Sep-19	\$0.00		30-Sep-19	\$0.00
31097	R&B	Synovus Bk-GA	87164DLQ1	20-Sep-19	\$0.00		30-Sep-19	\$0.00
31097	R&B	R&B Clearing Acct	1BB27605	30-Sep-19	\$31,340.85	1.71%	30-Sep-19	
111097	Human Services	Human Ser Clearing Act	1BB29020	30-Sep-19	\$30,532.93	1.71%	30-Sep-19	
1101	Human Services	Co-op Credit-Benson	Savings#14534	30-Sep-19	\$227,924.17	1.24%	30-Sep-19	
31097	R&B	MAGIC R&B acct	651173	30-Sep-19	\$2,331,791.23	2.14%	30-Sep-19	
1001	Rev/RLF	StBkDanvers-Fed RLF	281500	30-Sep-19	\$478,930.80	0.50%	30-Sep-19	
1001	Tax Accts	Various local banks		30-Sep-19	\$149,944.15	0.50%	30-Sep-19	
1001	Rev/checking	St Bk of Danvers	267151	30-Sep-19	\$577,943.09	0.50%	30-Sep-19	
1092	Revenue	WELLS FARGO	1AB21819	30-Sep-19	\$33,188.17	1.71%	30-Sep-19	
1101	Rev/Health Care	Franklin Fund-MF	45789	30-Sep-19	\$524,981.42		30-Sep-19	
3500	Bond Debt Serv	MAGIC Bond Debt Acct	651157	30-Sep-19	\$603,366.95	2.14%	30-Sep-19	
3500	Bond Debt Serv	MAGIC CIP Acct	651168	30-Sep-19	\$4,883,279.42	2.14%	30-Sep-19	
1097	Revenue	MAGIC Revenue Fund	651154	30-Sep-19	\$1,091,219.97	2.14%	30-Sep-19	
31097	R&B	Umpqua Bk-OR	90421MBZ5	28-Oct-19	\$200,000.00	2.35%	30-Sep-19	\$1,983.01
111097	Human Services	Merchants Bk of Ind.	588493KV7	28-Oct-19	\$200,000.00	2.00%	30-Sep-19	\$723.29
31097	R&B	Adams Comm Bk-MA	005594AF3	8-Nov-19	\$200,000.00	2.50%	30-Sep-19	\$4,465.75
111097	Human Services	Centier Bk Whiting Ind	15140RBV0	15-Nov-19	\$240,000.00	1.95%	30-Sep-19	\$589.81
1097	Revenue	CitizensBk-Perry FL	17670LAP1	12-Dec-19	\$200,000.00	1.80%	30-Sep-19	\$167.67
31097	R&B	PinnacleBk-Nashville TN	72345SHC8	27-Dec-19	\$248,000.00	2.60%	30-Sep-19	\$53.00
111097	Human Services	Bk of China/NY	06428FEV5	27-Dec-19	\$240,000.00	2.75%	30-Sep-19	\$4,990.68
31097	R&B	US Bk Ntl Assn	90333VF54	9-Jan-20	\$240,000.00	2.60%	30-Sep-19	\$4,513.32
111097	Human Services	SouthsideBk-Tyler TX	84470QJX6	13-Jan-20	\$200,000.00	1.95%	30-Sep-19	\$854.79
1097	Revenue	Synchrony Bk	87165HUG3	21-Jan-20	\$200,000.00	2.10%	30-Sep-19	\$840.00
11097	Rev/R&B/HS	Pacific Western Bk LA	24045	22-Jan-20	\$242,000.00	3.00%	30-Sep-19	\$4,992.49
11097	Revenue	Allegiance Bk Tx	01748DBN5	23-Jan-20	\$245,000.00	2.50%	30-Sep-19	\$117.47
651097	Health Ins	Flagstar Bk-Troy Mi	33847EZ34	27-Jan-20	\$200,000.00	2.15%	30-Sep-19	\$777.53
31097	R&B	Millington Bk NJ	600834AB1	30-Jan-20	\$200,000.00	2.50%	30-Sep-19	\$0.00
651097	Health Ins	Bk Hapolalim NY	06251AV98	31-Jan-20	\$200,000.00	2.50%	30-Sep-19	\$3,315.07
111097	Human Services	NY Comm Bk-Westbury NY	649447SG5	28-Feb-20	\$200,000.00	2.45%	30-Sep-19	\$2,872.88
31097	R&B	Fifth Third Bk Cincinatti	316777WU1	27-Mar-20	\$240,000.00	2.45%	30-Sep-19	\$3,012.49
31097	R&B	Comenity Cap Bk	20033AY91	27-Mar-20	\$249,000.00	2.30%	30-Sep-19	\$47.07
03/1097	R&B	Israel Dis Bk of NY	465076PW1	17-Apr-20	\$245,000.00	2.45%	30-Sep-19	\$2,713.46

111097	Human Services	Gorham Svgs Bk-ME	383052ER4	23-Apr-20	\$200,000.00	1.95%	30-Sep-19	\$74.79
11097	Revenue	Investors Bk-Short Hills NJ	46176PLD5	24-Apr-20	\$200,000.00	2.45%	30-Sep-19	\$2,107.67
111097	Human Services	Independence Bk-KY	45340KEX3	29-May-20	\$200,000.00	1.95%	30-Sep-19	\$673.15
31097	R&B	Morgan Stanley Bk	61760AF38	5-Jun-20	\$240,000.00	2.45%	30-Sep-19	\$1,868.71
11097	Rev	Goldman Sachs	38149MBQ5	18-Jun-20	\$200,000.00	2.20%	30-Sep-19	\$1,241.64
111097	Human Services	Cathay Bk-Primary	149159NL5	17-Jul-20	\$200,000.00	1.95%	30-Sep-19	\$790.68
31097	R&B	BMO Harris Bk	05581WZ65	30-Sep-20	\$245,000.00	1.80%	30-Sep-19	\$374.55
111097	Human Services	Exchange Bk-Gibbon NE	301074DG2	25-Jan-21	\$200,000.00	1.90%	30-Sep-19	\$62.47
111097	Human Services	Morgan Stanley Bk NA	61690UJY7	1-Mar-21	\$200,000.00	1.75%	30-Sep-19	\$306.85
11097	Revenue	Sallie Mae Bk	7954503T0	19-Jul-21	\$200,000.00	2.05%	30-Sep-19	\$842.47
111097	Human Services	Safra Ntl Bk-NY	78658RAA9	10-Sep-20	\$200,000.00	1.80%	30-Sep-19	\$187.40
651097	Health Ins	Bk Leumi USA-NY NY	063248JV1	18-Sep-20	\$200,000.00	1.75%	30-Sep-19	\$105.48
651097	Health Ins	Farmers St Bk-Waterloo IA	31034RFA8	18-Nov-20	\$200,000.00	1.70%	30-Sep-19	\$111.78
31097	R&B	WELLS FARGO BK NA	949763J49	19-Oct-20	\$245,000.00	1.80%	30-Sep-19	\$144.99

\$18,083,443.15

\$37,029.79

CNH LOAN#2

7/9/2019

\$0.00

\$0.00

SCBH-LOAN

12/1/2032

\$1,412,172.05

2.00%

30-Sep-19

\$2,244.00



Request for Board Action

BOARD MEETING DATE:
November 5, 2019

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Review of the 3rd Quarter 2019 financial information	
AGENDA YOU ARE REQUESTING TIME ON: Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: Click here to enter text.
BACKGROUND/JUSTIFICATION: The 3rd quarter financial information, with comparison to prior year amounts will be presented for the Boards review.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING: n/a

Review/Recommendation

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

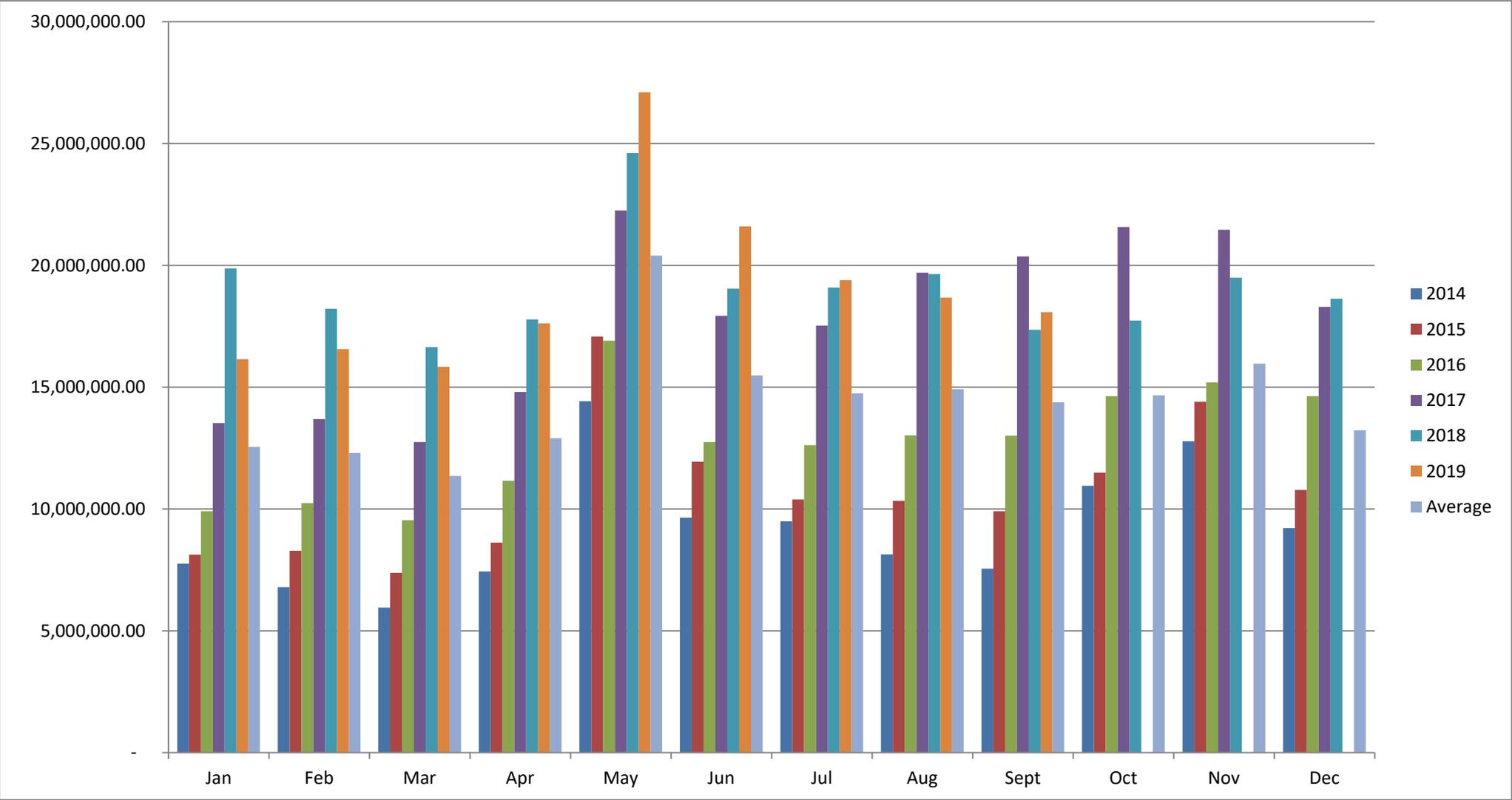
Summary of Funds
Actual & Budget Comparison
As of 09/30/2019

	Budget	Actual	Difference	
			\$\$	%
Revenue Funds:				
General	7,710,010	4,542,523	(3,167,487)	59%
Solid Waste/Environmental	1,101,150	719,897	(381,253)	65%
Road & Bridge	8,068,436	6,509,928	(1,558,508)	81%
Human Services	5,528,975	3,625,504	(1,903,471)	66%
Debt Service	888,953	308,620	(580,333)	35%
	23,297,524	15,706,472	(7,591,052)	67%
Expenditures:				
General	7,883,137	5,683,318	(2,199,819)	72%
Solid Waste/Environmental	1,351,944	898,447	(453,497)	66%
Road & Bridge	8,603,347	6,023,559	(2,579,788)	70%
Human Services	6,000,475	4,043,523	(1,956,952)	67%
Debt Service	871,421	808,349	(63,072)	93%
	24,710,324	17,457,196	(7,253,128)	71%
Change in Fund Balance	(1,412,800)	(1,750,724)	(337,924)	

*** (designates deficit or under budget)

	As of September 30, 2019					
	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Ending Cash Balance Summary						
Cash and Bank Accounts	18,083,443	17,352,408	\$ 20,366,784	\$ 13,006,813	\$ 9,905,758	\$ 7,550,959
Loan Receivable - General Fund Summary						
SCBH (last payment 12/2032)	\$ 1,412,172	\$ 1,504,339	\$ 1,594,683	\$ 1,683,239	\$ 1,770,043	\$ 1,855,129
CNH Loan #1	\$ -	\$ -	\$ -	\$ 76,835	\$ 386,012	\$ 689,871
CNH Loan #2 (paid off 7/9/19)	\$ -	\$ 58,705	\$ 117,854	\$ 175,987	\$ 233,120	\$ 289,270
County Indebtedness	\$ 11,945,000	\$ 12,580,000	\$ 7,805,000	\$ 7,805,000	\$ -	\$ -

Swift County
Average Compared to Actual Monthly Cash & Investment Balances
For Months Ending From 2014 thru September 30, 2019



Swift County
Ending Monthly Cash & Investment Balances
For Years 2014 - 2019

	2014	2015	2016	2017	2018	2019	Average
Jan	7,753,966.62	8,124,654.99	9,900,385.09	13,522,029.47	19,870,320.76	16,148,408.15	12,553,294.18
Feb	6,793,396.59	8,286,916.58	10,243,579.95	13,688,894.26	18,221,944.32	16,556,427.50	12,298,526.53
Mar	5,950,643.97	7,379,372.97	9,543,886.70	12,749,158.12	16,640,315.01	15,833,071.66	11,349,408.07
Apr	7,437,092.77	8,622,744.15	11,164,294.48	14,804,082.02	17,784,746.64	17,620,981.86	12,905,656.99
May	14,423,436.08	17,081,775.38	16,907,470.25	22,248,272.52	24,609,305.58	27,102,115.96	20,395,395.96
Jun	9,641,133.95	11,941,321.49	12,743,355.11	17,929,271.31	19,047,548.56	21,598,991.70	15,483,603.69
Jul	9,493,211.07	10,389,747.38	12,614,028.49	17,522,213.00	19,090,747.34	19,383,422.44	14,748,894.95
Aug	8,130,361.67	10,326,014.47	13,018,957.48	19,696,930.31	19,643,285.25	18,677,154.67	14,915,450.64
Sept	7,550,959.37	9,905,758.49	13,006,812.74	20,366,783.55	17,352,408.31	18,083,442.95	14,377,694.24
Oct	10,955,789.27	11,490,363.82	14,625,844.94	21,570,923.70	17,737,408.31		14,660,730.43
Nov	12,776,936.41	14,399,336.67	15,196,967.44	21,462,351.52	19,494,725.72		15,958,898.01
Dec	9,212,404.63	10,777,926.27	14,635,829.40	18,292,501.30	18,628,770.02		13,229,665.40
Average	9,176,611.03	10,727,161.06	11,750,495.26	15,823,617.95	19,362,363.48	19,143,332.81	

**SWIFT COUNTY
BUDGET TO ACTUAL COMPARISON - YTD Ending 2019 and 2018**

Fund	Department	Expense	Revenue	Current Year						Prior Year					
				Expenses			Revenue			Expenses			Revenue		
				Budget	Actual	%	Budget	Actual	%	Budget	Actual	%	Budget	Actual	%
01	003	General Government	2nd half of payments will be included in the 4th Qtr.	\$ 33,498	\$ 453,914	0%	\$ 6,797,016	\$ 4,009,876	59%	\$ -	\$ 440,897	0%	\$ 6,218,251	\$ 3,209,602	52%
	5	Board of Commissioners		\$ 232,857	\$ 164,812	71%	\$ -	\$ -	0%	\$ 241,672	\$ 178,019	74%	\$ -		0%
01	021	Law Library		\$ 18,800	\$ 8,450	45%	\$ 14,000	\$ 10,935	78%	\$ 18,800	\$ 12,047	64%	\$ 14,000	\$ 9,405	67%
	31	County Administrator		\$ 292,732	\$ 212,965	73%	\$ -	\$ -	0%	\$ 309,973	\$ 175,202	57%	\$ -	\$ -	0%
	40	County Auditor	Increase in publication cost is the primary reason.	\$ 213,718	\$ 164,720	77%	\$ 25,000	\$ -	0%	\$ 211,084	\$ 147,544	70%	\$ 25,000	\$ 170	1%
	41	County Treasurer	Increase due mainly birth certificate and marriage certificate required for the new enhanced license.	\$ 218,069	\$ 162,506	75%	\$ 15,500	\$ 15,934	103%	\$ 234,945	\$ 169,878	72%	\$ 15,500	\$ 15,722	101%
	42	County Assessor	Revenue generated by this office is for assessing services to other municipalities. This is billed and usually paid in 3rd qtr.	\$ 344,922	\$ 211,325	61%	\$ 49,600	\$ 46,576	94%	\$ 351,334	\$ 250,989	71%	\$ 46,123	\$ 46,244	100%
01	043	Public Examiners		\$ 69,675	\$ 55,823	80%	\$ -	\$ -	0%	\$ 65,000	\$ 39,705	61%	\$ -		0%
01	044	License and Permits	Billed once a year by CPHS for compliance checks.	\$ 1,250	\$ 1,250	100%	\$ 4,370	\$ 4,275	98%	\$ 1,250	\$ 1,250	100%	\$ 4,350	\$ 4,430	102%
01	060	Data Processing		\$ 87,600	\$ 64,939	74%	\$ -	\$ -	0%	\$ 70,000	\$ 56,468	81%	\$ 1,200	\$ -	0%
01	080	Election	Grant funded election equipment will be purchased in the 4th Qtr. May be purchase no later than March 31, 2020.	\$ 67,540	\$ 9,584	14%	\$ 44,050	\$ 63	0%	\$ 48,250	\$ 39,741	82%	\$ 4,550	\$ 56,114	1233%
01	090	County Attorney		\$ 471,305	\$ 319,746	68%	\$ 33,700	\$ 1,156	3%	\$ 463,070	\$ 304,338	66%	\$ 33,700	\$ 2,361	7%
01	100	Land Records		\$ 409,659	\$ 278,539	68%	\$ 93,000	\$ 99,213	107%	\$ 408,947	\$ 272,570	67%	\$ 136,850	\$ 94,114	69%
01	110	Courthouse		\$ 579,327	\$ 147,837	26%	\$ -	\$ 5	0%	\$ 166,830	\$ 133,558	80%	\$ -		0%
	111	County Museum Building		\$ 17,787	\$ 10,111	57%	\$ -	\$ -	0%	\$ 17,787	\$ 16,218	91%	\$ -		0%
	112	CPHS Building		\$ 18,500	\$ 10,133	55%	\$ -	\$ -	0%	\$ 18,500	\$ 8,452	46%	\$ -		0%
	113	Prairie 5 Building		\$ 15,006	\$ 6,242	42%	\$ -	\$ -	0%	\$ 15,006	\$ 5,621	37%	\$ -		0%
	115	Attorney Building		\$ -	\$ 990	0%	\$ -	\$ -	0%	\$ -	\$ -	0%	\$ -		0%
	120	County Medical Insurance				0%	\$ -	\$ -	0%	\$ -	\$ -	0%	\$ -		0%
	122	Veterans Services	The budget overage is the Van usage.	\$ 173,944	\$ 125,402	72%	\$ 7,500	\$ 8,566	114%	\$ 172,715	\$ 119,005	69%	\$ 9,100	\$ 8,635	95%
	123	Planning & Zoning		\$ 104,128	\$ 69,574	67%	\$ 84,728	\$ 21,121	25%	\$ 140,849	\$ 47,789	34%	\$ 118,449	\$ 47,351	40%
01	148	Technology Committee		\$ 33,800	\$ 18,761	56%	\$ -	\$ -	0%	\$ 25,300	\$ 28,068	111%	\$ -		0%
	149	Tech Support		\$ 281,035	\$ 205,607	73%	\$ 131,200	\$ 116,874	89%	\$ 281,400	\$ 197,861	70%	\$ 202,600	\$ 180,665	89%
01	200	Sheriff		\$ 1,489,498	\$ 996,414	67%	\$ 70,500	\$ 56,676	80%	\$ 1,472,659	\$ 1,117,349	76%	\$ 70,500	\$ 58,281	83%
01	202	911 Distribution		\$ 51,728	\$ 45,230	87%	\$ 51,728	\$ 34,443	67%	\$ 51,728	\$ 34,412	67%	\$ 51,728	\$ 43,149	83%
01	204	Coroner		\$ 15,000	\$ 9,563	64%	\$ -	\$ -	0%	\$ 15,000	\$ 19,195	128%	\$ -		0%
01	205	Jail	Increase due to activity	\$ 1,120,704	\$ 754,310	67%	\$ 34,000	\$ 27,422	81%	\$ 1,061,078	\$ 719,440	68%	\$ 34,000	\$ 25,324	74%
01	251	Grant 6W Community Corrections	Contribution is paid twice a year. Half in the 1st Qtr and half in the 3rd Qtr	\$ 286,659	\$ 286,659	100%	\$ -	\$ -	0%	\$ 235,853	\$ 243,662	103%	\$ -		0%
01	261	Restorative Justice	Wages and benefits are at 97% and the insurance and bonds have exceeded budget by	\$ 74,852	\$ 80,264	107%	\$ -	\$ 200	0%	\$ 69,361	\$ 48,168	69%	\$ -	\$ 2,554	0%
01	280	Emergency Management	All the grant proceeds are received in the 1st qtr.	\$ 104,854	\$ 60,791	58%	\$ 18,000	\$ 18,182	101%	\$ 85,698	\$ 58,724	69%	\$ 17,000	\$ 18,200	107%
01	400	Countryside Public Health	Contribution is paid twice a year. Half in the 1st Qtr and half in the 3rd Qtr	\$ 114,544	\$ 114,544	100%	\$ -	\$ -	0%	\$ 112,851	\$ 112,851	100%	\$ -		0%
01	490	Ambulance		\$ 40,000		0%	\$ -	\$ -	0%	\$ 40,000	\$ -	0%	\$ -		0%
01	520	County Parks	Increase in activity	\$ 53,000	\$ 22,520	42%	\$ 48,000	\$ 57,751	120%	\$ 40,000	\$ 26,209	66%	\$ 40,000	\$ 34,934	87%
01	521	Parks & Drainage		\$ 210,691	\$ 132,709	63%	\$ 187,118	\$ 12,118	6%	\$ 254,778	\$ 151,312	59%	\$ 187,118	\$ -	0%
01	600	Extension	Sale of farm books has exceeded projections	\$ 145,551	\$ 94,992	65%	\$ 1,000	\$ 1,138	114%	\$ 148,621	\$ 83,379	56%	\$ 1,200	\$ 1,419	118%
01	602	Agriculture Inspector		\$ 13,500	\$ 10,125	75%	\$ -	\$ -	0%	\$ 13,500	\$ 11,250	83%	\$ -		0%
01	603	Predator Control		\$ 10,000	\$ 4,356	44%	\$ -	\$ -	0%	\$ 10,000	\$ 9,672	97%	\$ -		0%
01	703	Grants and Appropriations	Increase is to primarily to the Public Defender expenses which are over by \$30,589 at the end of the 3rd quarter.	\$ 467,404	\$ 367,611	79%	\$ -	\$ -	0%	\$ 463,482	\$ 424,047	91%	\$ -		0%
				\$ 7,883,137	\$ 5,683,318	72%	\$ 7,710,010	\$ 4,542,524	58.92%	\$ 7,337,321	\$ 5,704,890	78%	\$ 7,231,219	\$ 3,858,674	53.36%

CONTRACT FOR PROFESSIONAL SERVICES
UPPER MINNESOTA VALLEY REGIONAL DEVELOPMENT COMMISSION
AND
SWIFT COUNTY
#FY20-10

WHEREAS, this Contract for Services is by and between the SWIFT COUNTY, MINNESOTA, hereinafter referred to as the COUNTY, and the UPPER MINNESOTA VALLEY REGIONAL DEVELOPMENT COMMISSION, hereinafter referred to as the UMRDC; and

WHEREAS, the purpose of this Contract is to provide a mutual understanding concerning the services to be rendered to the COUNTY by the UMRDC; and

WHEREAS, the nature of the said services is to assist the COUNTY in preparing a Master Plan for Swift County OHV Park; and

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION I. DESCRIPTION OF UMRDC SERVICES

The UMRDC hereby agrees to prepare a Master Plan for Swift County OHV Park according to the requirements set out by the Greater Minnesota Regional Parks and Trails Strategic Plan. This plan will identify the following:

- Existing site characteristics and description
- Public process that identifies public values and key outcomes for the park
- Current trends and demographics
- Development Plan
- Implementation plan with priorities
- Cost estimates and phasing plan
- Operational Plan
- Programming Plan

A. The Scope of Services for the 18-month planning process are as follows:

1. Information Gathering:

1.1. Review plans, reports, maps, etc. related to Swift County OHV Park.

1.2. Research and fact finding

1.3. Site visits

1.4. Take photos for Master Plan

2. Facilitate Advisory Committee

3. Hold up to five meetings with the Advisory Committee
 - 3.1. Work with the Advisory Committee to develop key outcomes for the park.
 - 3.2. Develop a public participation plan with the guidance of the Advisory Committee
 - 3.3. Document and compile all data to create summaries for the Advisory Committee
4. Coordinate with Landscape Architect
 - 4.1. Utilize a landscape architect to create maps and develop concept designs.
 - 4.2. The landscape architect will be subcontracted by the UMRDC for the master plan. Future design and mapping will be available to the county to contract directly with a landscape architect.
5. Public Participation Plan
 - 5.1. Work with the Advisory Committee to develop a public participation plan.
 - 5.2. Implement a public survey, public meeting or other tasks as identified by the task force.
6. Master Plan
 - 6.1. Complete the master plan using the GMRPTC Commission Portal.
 - 6.2. Create a word document containing all information uploaded into the portal.
 - 6.3. Create a summary of the master plan for Swift County to use.

SECTION II. DESCRIPTION OF COMMUNITY'S RESPONSIBILITIES

The COUNTY hereby agrees to the following:

- A. Provide the UMRDC with all available/known plans, reports, maps, etc. related to Swift County OHV Park.
- B. Provide the UMRDC with a list of local staff who may be good to interview regarding Swift County OHV Park.
- C. Make time for interviews with UMRDC staff related to Swift County OHV Park.
- D. Identify and secure individuals to serve on the Swift County OHV Park Master Plan Advisory Committee who are well versed in the issues facing Swift County OHV Park.

- E. The County will provide a meeting space for all Advisory Committee meetings and public open house.
- F. Post the draft Swift County OHV Park Master Plan pdf for a time period determined by the Advisory Committee on County and other appropriate local organization's websites to gather more community feedback.
- G. Use and implement the Swift County OHV Park Master Plan!
- H. Schedule, conduct and mail information for any meetings and hearings related to the Swift County OHV Park Master Plan and assure that all publication and notification requirements are met.
- I. Pay for all meeting and hearing publications and notification costs.
- J. Compensate the UMRDC in accordance with Section IV of this Contract.

SECTION III. CONTRACT PERIOD

- A. Services provided under the terms of this Contract will be performed from December 1, 2019 through June 30, 2021.
- B. The time period for this Contract may be amended as mutually agreed upon in writing by both the UMRDC and COUNTY.

SECTION IV. COMPENSATION FOR SERVICES

- A. The UMRDC shall be compensated \$25,000 for services provided in Section I of this Contract. This UMRDC will subcontract with a landscape architect contractor.
- B. The COUNTY is eligible to apply for a UMRDC Hedgehog Grant of up to \$5,000 (shall not exceed 50%) to offset cost of this contract;
- C. The UMRDC will provide the COUNTY with an invoice indicating services provided and the total amount due.

SECTION V. GENERAL PROVISIONS

- A. Changes in UMRDC Services
In the event the COUNTY requests additional service from that described in Section I, and such services are to be completed by the UMRDC, the UMRDC shall be entitled to additional compensation as agreed to by both the UMRDC and COUNTY. This Contract shall be amended or a new contract shall be created to reflect additional services and compensation.
- B. Liability

The COUNTY agrees to waive the UMRDC and the UMRDC's commissioners, officers, directors, employees, partners and agents of any legal liability relating to the preparation, implementation and/or enforcement of services provided and/or products/projects produced.

C. Termination

This agreement may be terminated with or without cause by either the UMRDC or COUNTY upon sixty (60) days prior written notice.

In the event of termination, the COUNTY shall be obligated to the UMRDC for payment of amounts due and owing, including payment for services performed or furnished to the date of termination, computed in accordance with Section IV of this Contract agreement.

D. Severability

Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the UMRDC and COUNTY, who agree that the Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intentions of the stricken provision.

SECTION VI. ACCEPTANCE

The UMRDC and COUNTY hereby accept this Contract. The parties hereto have caused this Contract to be duly executed.

Executive Director
Upper Minnesota Valley
Regional Development Commission

SWIFT COUNTY BOARD CHAIR

Date_____

Date_____

ATTEST:

SWIFT COUNTY AUDITOR

Date_____