

**FILLMORE COUNTY  
BOARD OF COMMISSIONERS  
MEETING AGENDA  
January 26, 2016**

Fillmore County Courthouse, 101 Fillmore Street - Preston, MN

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Mitch Lentz - First District  
Randy Dahl - Second District

Harry Root – Third District  
Duane Bakke - Fourth District

Marc Prestby - Fifth District

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9:00 a.m. Pledge of Allegiance  
Approve Agenda

Approve Consent Agenda:

1. January 12, 2016 County Board minutes.

Approve Commissioners' Warrants  
Review Auditor's Warrants

9:05 a.m. Shirl Boelter, Auditor/Treasurer

1. Presentation of information regarding Minnesota Counties Computer Cooperative (MnCCC)
2. Consider request to send out ambulance contracts to Lanesboro, Chatfield, Harmony, Mabel, Preston, Spring Valley and Rushford for 2016 ambulance appropriation of \$4,500/ea.

9:15 a.m. David Kiehne, Recorder

1. Presentation of compliance report regarding 2015 Recording requirements
2. Consider approval of 2016 Annual Recorder's and Unallocated Fund Request

9:30 a.m. Citizens Input

9:35 a.m. Brett Corson, Attorney

1. Consider request to approve an unpaid internship

9:45 a.m. Neva Beier, Social Services Manager

1. Consider approval of 2016 contract with Semcac Transportation for medical transportation
2. Consider approval of 2016 contract with Workforce Development, Inc. for Minnesota Family Investment Program (MFIP) and Diversionary Work Program (DWP)
3. Consider approval of 2016 contract with Zumbro Valley Health Center for the Community Support Program (CSP) for services of an Adult Case Manager/Mental Health Practitioner services
4. Consider approval of 2016 contract with Zumbro Valley Health Center for Adult Outpatient, ICRS, Adult Residential Crisis Stabilization, Adult Residential Treatment and Detoxification services
5. Consider approval of the 2016 contract with Zumbro Valley Health Center for Children and Adult Mental Health Targeted Case Management and Child and Adult Case Management
6. Consider approval of 2016 contract with Hiawatha Valley Mental Health Center for Children and Adult Mental Health Targeted Case Management

**FILLMORE COUNTY BOARD OF COMMISSIONERS**

**January 26, 2016 Meeting Agenda**

**Page 2**

- 10:00 a.m. Ronald Gregg, Highway
1. Consider resolution for final payment to Rochester Sand and Gravel for SAP 23-608-043, Spring Valley Township
  2. Consider resolution for final payment to Rochester Sand and Gravel for FAA AIP No: 3-27-0080-11-15 and SP No: 2301-32, Fillmore County Airport, Fountain Township
- 10:15 a.m. Kristina Kohn, Human Resources
1. Consider resignation of Mike Gudmundson, Highway Maintenance Specialist, effective 1/28/2016
  2. Consider request to hire replacement Highway Maintenance Specialist I for the Cherry Grove Shop as recommended by the Personnel Committee
  3. Consider resignation of Mary Maureen Anderson, PHN, effective 3/3/2016

**OTHER ADMINISTRATIVE ITEMS:**

1. Annual maintenance invoice for firewall appliances with The Barrier Group in the amount of \$6,875.00.
2. Consider request to appoint Andrew Gathje, 4-H Federation President, as the youth representative for a two year term.
3. Consider request for additional training dollars for training for Danae Murphy for Information Systems assistance per job description.

Calendar review, committee reports and announcements.

**MEETINGS: (Conference Room 102U, Fillmore County Courthouse unless otherwise indicated)**

- |                       |            |   |
|-----------------------|------------|---|
| Monday, January 25    | 9:00 a.m.  | Resource, Conservation & Development, Rochester   |
|                       | 6:00 p.m.  | Zumbro Valley Health Center, Rochester  |
| Tuesday, January 26   | 7:30 a.m.  | Highway Department, Fillmore County Highway Office, Preston   |
|                       | 7:30 a.m.  | Facilities Committee, Board Room  |
|                       | 9:00 a.m.  | County Board – Special Board Meeting, Commissioners’ Boardroom, Courthouse, Preston                       |
|                       | 11:00 a.m. | Law Enforcement, Sheriff’s Office   |
|                       | 12:00 p.m. | Community Services Meeting, Commissioners’ Boardroom, Courthouse, Preston (Right after the Board meeting) |
|                       | 4:30 p.m.  | Economic Development Authority  |
| Tuesday, February 2   | 8:00 a.m.  | Solid Waste   |
|                       | 9:00 a.m.  | County Board – Special Board Meeting, Commissioners’ Boardroom, Courthouse, Preston                       |
| Monday, February 8    | 12:30 p.m. | Joint Meeting with Emergency Communications Board, Rochester  |
|                       | 6:00 p.m.  | Developmental Achievement Center (DAC), Preston   |
|                       | 6:30 p.m.  | Semcac Inc., Community Center, St. Charles  |
|                       | 7:30 p.m.  | Winneshiek County Solid Waste Agency Joint Powers Board, Decorah  |
| Tuesday, February 9   | 8:00 a.m.  | Finance   |
|                       | 9:00 a.m.  | County Board – Regular Meeting, Commissioners’ Boardroom, Courthouse, Preston                             |
| Thursday, February 11 | 9:30 a.m.  | Workforce Development, Rochester  |
|                       | 12:00 p.m. | Fillmore County Corrections Task Force  |
|                       | 4:30 p.m.  | Soil and Water Conservation District, SWCD Office, Preston  |

**FILLMORE COUNTY COMMISSIONERS' MINUTES**

**January 12, 2016**

This is a preliminary draft of the January 12, 2016 minutes as interpreted by the Clerk of the Board for use in preparing the official minutes. It is expected that there will be corrections, additions, and/or omissions before the final minutes are reviewed and officially approved by the County Board.

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The Board of County Commissioners of Fillmore County, Minnesota met in regular session this 12th day of January, 2016 at 9:00 a.m. in the Commissioners' Board Room, Fillmore County Courthouse, in the City of Preston.

The following members were present: Commissioners Marc Prestby, Randy Dahl, Duane Bakke, Mitch Lentz, and Harry Root. Also present were: Bobbie Vickerman, Coordinator/Clerk; Shirl Boelter, Auditor/Treasurer; Ronald Gregg, Highway Engineer; Thomas Kaase, Sheriff; Anthony Webber, Chief Deputy; Wayne Stenberg, Semcac; Lynn Mensink, Semcac; Karen Reisner, Fillmore County Journal; and Gretchen Mensink-Lovejoy, Republican-Leader.

The Pledge of Allegiance was recited.

On motion by Root and seconded by Lentz, the Board unanimously approved the agenda.

On motion by Dahl and seconded by Root, the Board unanimously approved the following Consent Agenda:

1. January 5, 2016 County Board minutes, as presented.
2. Appointment of Janet Kappers to the Extension Committee with term to expire December 31, 2019 as recommended by Commissioner Harry Root.
3. Overnight stay for Auditor/Treasurer, Finance Officer and Assessor for Tax and CAMA program training in St. Cloud.

On motion by Root and seconded by Bakke, the Board unanimously approved payment of the following Commissioners' warrants:

**WARRANTS**

The Auditor's warrants were reviewed.

Wayne Stenberg, Executive Director, and Lynn Mensink, Outreach & Emergency Department, Semcac, were present.

Mr. Stenberg thanked the Board for their annual appropriation, Commissioner Dahl's presence on the Semcac Board and Commissioner Root's service on the Bluff Country Housing and Redevelopment Authority (BCHRA) Board. He also thanked Ruth Fallon and Karen Johnson who serve on the Board on behalf of Fillmore County. Mr. Stenberg gave an annual Semcac report, along with updates. He noted that this is the 50<sup>th</sup> year Semcac has been in Fillmore County. He provided an annual report that outlines the families impacted in Fillmore County by their services.

The Citizens Input portion of the meeting was opened and closed at 9:30 a.m. as no one was present to speak.

Thomas Kaase, Sheriff, and Anthony Webber, Chief Deputy, were present.

Sheriff Kaase noted that he was seeking approval to purchase two (2) 2016 Dodge Pickups as squads for his department. He stated the specification sheet for the vehicles was provided in the packet. Dahl asked if this purchase request was reviewed at the Law Enforcement Committee, as he would like to know what information there is regarding the reason to move forward with trucks versus cars, since this is a change from past practice,

noting that Impalas have been standardly purchased. It was stated that the purchase request had not been presented to the Law Enforcement Committee. By consensus, the Board requested that the agenda item be tabled until it is able to be vetted through the Law Enforcement Committee.

On motion by Dahl and seconded by Bakke, the Board unanimously approved the purchase of an unmarked squad car, giving the authority to the Sheriff to accept the low bid of the three quotes received for a used 2015 Chevrolet Impala. It was noted that Chief Deputy Webber had one more bid that was coming in.

Ronald Gregg, Highway Engineer, was present.

On motion by Dahl and seconded by Lentz, the Board unanimously approved the agreement between Fillmore County and the City of Rushford concerning the "Safe Routes to School" project as recommended by the Engineer.

Kristina Kohn, Human Resources Officer, was present.

On motion by Root and seconded by Bakke, the Board unanimously approved the hire of Megan Taylor as a replacement full time Jailer effective January 29, 2016 as recommended by the Hiring Committee.

On motion by Dahl and seconded by Bakke, the Board unanimously approved the hire of Matison Scanlan as a replacement intermittent Jailer effective January 15, 2016 as recommended by the Hiring Committee.

On motion by Dahl and seconded by Root, the Board unanimously approved the hire of Evan Krahn as a replacement full time Highway Maintenance Specialist I effective January 29, 2016 as recommended by the Hiring Committee.

A review of the calendar was done and the following committee reports and announcements were given: Lentz – Development Achievement Center (DAC); Root – HRA annual meeting and information was discussed with Semcac presentation; Dahl – Semcac – Winona Clinic received a grant and plans to work with Winona State and do a business model situation with real world, hands on work; Bakke – Southeast Water Resource Board – discussed low cost fixes regarding the feedlot program, noted that 758 feedlots have been fixed in total in region, fats and solids collected in tank versus into drain field or manure pile; and Prestby/Dahl/Vickerman – Department Head – Legislative Priorities, Goals and updated budgets.

On motion by Lentz and seconded by Dahl, the Chair adjourned the meeting at 9:50 a.m.

CHUFFMAN

1/21/16 3:44PM

1 County Revenue Fund

# \*\*\* Fillmore County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name	Account/Formula	Accr	Rpt	Amount	Warrant Description	Service Dates	Invoice #	Paid On Bhf #	Account/Formula Description	On Behalf of Name
3	DEPT					Board Of Commissioners					
2988	Bluff Country Newspaper Group	01-003-000-0000-6233	AP	P	7.70	11/10/2015 Board Min		AC200214		Publications	
		01-003-000-0000-6233	AP	P	19.60	11/24/2016 Board Min		AC200456		Publications	
		01-003-000-0000-6233	AP	P	14.00	12/1/2015 Board Min		AC201122		Publications	
2988	Bluff Country Newspaper Group				41.30					3 Transactions	
82132	Fillmore Co Journal	01-003-000-0000-6233			11.25	1/5 Board Min		72774		Publications	
82132	Fillmore Co Journal				11.25					1 Transactions	
85012	Office Depot	01-003-000-0000-6408	AP	P	22.99	Supplies Wireless Mouse		814646169001		Other Office Supplies	
85012	Office Depot				22.99					1 Transactions	
3	DEPT Total:				75.54	Board Of Commissioners			3 Vendors		5 Transactions
14	DEPT					Law Library					
437	Thomson Reuters-West Payment Center	01-014-000-0000-6451	AP	P	62.00	V4-V4A		0832917814		Reference Materials	
		01-014-000-0000-6451	AP	P	514.08	Dec 2015 Mnthly Chrg		833220132		Reference Materials	
		01-014-000-0000-6451	AP	P	923.00	VIIA,Index,V22,Trial,V28-28A,D		833298988		Reference Materials	
						12/05/2015	01/04/2016				
437	Thomson Reuters-West Payment Center				1,499.08					3 Transactions	
14	DEPT Total:				1,499.08	Law Library			1 Vendors		3 Transactions
34	DEPT					Policy Coordinator					
7040	MACA	01-034-000-0000-6245			406.00	Level 1 BV		8796		Registration Fees	
7040	MACA				406.00					1 Transactions	
6081	MCHRMA	01-034-000-0000-6245			100.00	2016 Membership		8261		Registration Fees	
6081	MCHRMA				100.00					1 Transactions	
85012	Office Depot	01-034-000-0000-6408	AP	P	26.44	Supplies		814646169001		Other Office Supplies	



Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
	01-034-000-0000-6408	AP P	12.19	Supplies	814646271001	Other Office Supplies
85012	Office Depot		38.63	2 Transactions		
34	DEPT Total:		544.63	Policy Coordinator	3 Vendors	4 Transactions
41	DEPT			Auditor/Treasurer		
5104	NORTHSTAR					
	01-041-000-0000-6408		314.74	Birth&Death Certs	2375813	Other Office Supplies
5104	NORTHSTAR		314.74	1 Transactions		
3716	Pakor,Inc					
	01-041-000-0000-6408		217.39	Film for Passport Photos	8016244	Other Office Supplies
3716	Pakor,Inc		217.39	1 Transactions		
41	DEPT Total:		532.13	Auditor/Treasurer	2 Vendors	2 Transactions
60	DEPT			Information Systems		
2386	Johnson/Bradley Richard					
	01-060-000-0000-6285		270.00	2016	3140	Professional Fees
				01/01/2016 07/01/2016		
	01-060-000-0000-6285	AP P	805.90	2015 Daily Tickets Locates	3140	Professional Fees
	01-060-000-0000-6377		100.00	2016 Annual Fee	3140	Fees And Service Charges
2386	Johnson/Bradley Richard		1,175.90	3 Transactions		
5397	MN Office Of Enterprise Technology					
	01-060-000-0000-6639	AP P	240.50	Dec 2015 Spam	15120489	Asset Inventory
5397	MN Office Of Enterprise Technology		240.50	1 Transactions		
60	DEPT Total:		1,416.40	Information Systems	2 Vendors	4 Transactions
61	DEPT			Data Processing		
111	Fillmore Co Treasurer- Credit Card/ACH					
	01-061-000-0000-6337	AP P	7.00	Meal for Training	Dec 2015	Other Travel Expense
111	Fillmore Co Treasurer- Credit Card/ACH		7.00	1 Transactions		
61	DEPT Total:		7.00	Data Processing	1 Vendors	1 Transactions



Vendor No.	Name	Account/Formula	Accr	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description
						Service Dates	Paid On Bhf #	On Behalf of Name
62	DEPT					Elections		
9015	Election Systems & Software (ES & S)	01-062-000-0000-6462			625.90	22 Batteries for 22 Election M	947712	Other Election Supplies
9015	Election Systems & Software (ES & S)				625.90	1 Transactions		
7712	MN Dept Of Human Services	01-062-000-0000-6377	DTG	O	78.72	Dec 2015 Voter PVC Cards	A300IC23154I	Fees And Service Charges
7712	MN Dept Of Human Services				78.72	1 Transactions		
62	DEPT Total:				704.62	Elections	2 Vendors	2 Transactions
91	DEPT					County Attorney		
5103	CRAWFORD COUNTY CLERK OF COURT	01-091-000-0000-6377			13.75	Copies	Jan 12 2016	Fees And Service Charges
5103	CRAWFORD COUNTY CLERK OF COURT				13.75	1 Transactions		
9092	Crescent Investigative Services	01-091-000-0000-6285			761.35	Services	15117A	Professional Fees
9092	Crescent Investigative Services				761.35	1 Transactions		
8572	Mariposa Publishing	01-091-000-0000-6451			135.26	2016 MN Atty Secy Update	716959	Reference Materials
8572	Mariposa Publishing				135.26	1 Transactions		
5101	NOVOTNY LAW OFFICE, LTD	01-091-000-0000-6285	AP	P	1,000.00	Contract Legal Services	Dec 2015	Professional Fees
5101	NOVOTNY LAW OFFICE, LTD				1,000.00	1 Transactions		
5102	RICHLAND COUNTY CLERK OF CIRCUIT	01-091-000-0000-6377			54.50	Copies	January 2016	Fees And Service Charges
5102	RICHLAND COUNTY CLERK OF CIRCUIT				54.50	1 Transactions		
91	DEPT Total:				1,964.86	County Attorney	5 Vendors	5 Transactions
100	DEPT					County Recorder Equipment		
8110	Information Systems Corp	01-100-000-0000-6637			1,945.00	12Mnth Maint. Agreement	7642	Software Expenses
						03/03/2016 03/03/2017		



Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	
No. Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
8110 Information Systems Corp		1,945.00	1 Transactions		
100 DEPT Total:		1,945.00	County Recorder Equipment	1 Vendors	1 Transactions
104 DEPT			Gis		
272 Newman Signs					
01-104-000-0000-6515		74.22	Signs	TI-0293798	Streets Signs
272 Newman Signs		74.22		1 Transactions	
104 DEPT Total:		74.22	Gis	1 Vendors	1 Transactions
105 DEPT			Planning And Zoning		
80306 Auto License Bureau					
01-105-000-0000-6245		16.00	Vehicle Registration	Jan 2016	Registration Fees
80306 Auto License Bureau		16.00		1 Transactions	
106 Fillmore Co Treasurer					
01-105-000-0000-6561	DTF U	59.28	Dec Fuel	32	Gasoline Diesel And Other Fuels
106 Fillmore Co Treasurer		59.28		1 Transactions	
111 Fillmore Co Treasurer - Credit Card/ACH					
01-105-000-0000-6335	AP P	23.23	Fuel	5542	Employee Automobile Allowance
111 Fillmore Co Treasurer - Credit Card/ACH		23.23		1 Transactions	
85408 Republican-Leader					
01-105-000-0000-6233		48.00	Subscription Renewal	2016	Publications
85408 Republican-Leader		48.00		1 Transactions	
105 DEPT Total:		146.51	Planning And Zoning	4 Vendors	4 Transactions
111 DEPT			Facilites Mtce		
3370 Haakenson Electric Inc					
01-111-000-0000-6317		150.10	Ballast Crthse & FCOB Replace	2844	Building Maintenance
3370 Haakenson Electric Inc		150.10		1 Transactions	
7239 Werner Electric Supply					
01-111-000-0000-6317		601.00	New 25 Watt Bulbs&Bulbs	S8985547.001	Building Maintenance



Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No. Account/Formula	Accr	Amount	Service Dates	On Behalf of Name
			Paid On Bhf #	
7239 Werner Electric Supply		601.00	1 Transactions	
111 DEPT Total:		751.10	Facilites Mtce	2 Vendors 2 Transactions
125 DEPT			Veteran Services	
106 Fillmore Co Treasurer				
01-125-000-0000-6561	DTF F	170.24	December Fuel	32 Gasoline Diesel And Other Fuels
106 Fillmore Co Treasurer		170.24	1 Transactions	
4704 Hewlett-Packard Company				
01-125-000-0000-6420	AP P	996.00	Jason Laptop	56743725 State Grant Expenses
4704 Hewlett-Packard Company		996.00	1 Transactions	
125 DEPT Total:		1,166.24	Veteran Services	2 Vendors 2 Transactions
149 DEPT			Other General Government	
4928 1Source				
01-149-000-0000-6402		579.80	20 Cases Office Building	149245-0 County Paper
01-149-000-0000-6408		51.32	Supplies	149434-1 County Shared Office Supplies
01-149-000-0000-6408		122.25	Supplies	149435-1 County Shared Office Supplies
01-149-000-0000-6408		135.00	Supplies	149436-1 County Shared Office Supplies
01-149-000-0000-6408		3.49	Supplies	149437-1 County Shared Office Supplies
01-149-000-0000-6408		67.55	Supplies	149438-1 County Shared Office Supplies
01-149-000-0000-6408		201.71	Supplies	149442-1 County Shared Office Supplies
01-149-000-0000-6408		187.62	Supplies	149443-1 County Shared Office Supplies
01-149-000-0000-6408		10.36	Printer Ribbons	149443-2 County Shared Office Supplies
4928 1Source		1,359.10	9 Transactions	
111 Fillmore Co Treasurer- Credit Card/ACH				
01-149-000-0000-6372	AP P	20.00	Wellness Prize Brain Teaser	5812 Wellness Grant Expenses
111 Fillmore Co Treasurer- Credit Card/ACH		20.00	1 Transactions	
1995 Heidtke/Bonnie				
01-149-000-0000-6335	AP P	117.30	AAA Mgs Mileage	2015 Employee Automobile Allowance
			08/26/2015 11/18/2015	
1995 Heidtke/Bonnie		117.30	1 Transactions	
5397 MN Office Of Enterprise Technology				



Vendor No.	Name	Account/Formula	Accr	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description
						Service Dates	Paid On Bhf #	On Behalf of Name
5397	MN Office Of Enterprise Technology	01-149-000-0000-6203	AP	P	1,300.00	Dec 2015 WAN	DV15120408	Telephone
					1,300.00	1 Transactions		
5988	Preston Auto Parts	01-149-000-0000-6564	AP	P	37.70	WiperBlade Pool Car 2	455695	Motor Pool Maintenance
5988	Preston Auto Parts				37.70	1 Transactions		
149	DEPT Total:				2,834.10	Other General Government	5 Vendors	13 Transactions
201	DEPT					Enhanced 911 System		
3708	Emergency Communications Network LLC	01-201-000-0000-6310			15,750.00	2016 Code Red	ECN-022015	Contract Repairs And Maintenance
3708	Emergency Communications Network LLC				15,750.00	1 Transactions		
201	DEPT Total:				15,750.00	Enhanced 911 System	1 Vendors	1 Transactions
202	DEPT					Sheriff		
5107	AT&T NATIONAL COMPLIANCE CENTER	01-202-000-0000-6377			75.00	Dec 30 Burglary CellPhone Towe	1923259	Fees And Service Charges
5107	AT&T NATIONAL COMPLIANCE CENTER				75.00	1 Transactions		
80306	Auto License Bureau	01-202-000-0000-6311			11.00	Vehicle Registration	Jan 2016	Miscellaneous Repairs And Maintenance
80306	Auto License Bureau				11.00	1 Transactions		
106	Fillmore Co Treasurer	01-202-000-0000-6561	DTF	U	2,023.12	December Fuel	32	Gasoline Diesel And Other Fuels
106	Fillmore Co Treasurer				2,023.12	1 Transactions		
463	Matt's Body Shop	01-202-000-0000-6311	AP	P	74.14	Service Squad Car 2317	59622	Miscellaneous Repairs And Maintenance
		01-202-000-0000-6311			1,025.10	Vehicle Repair	59744	Miscellaneous Repairs And Maintenance
463	Matt's Body Shop				1,099.24	2 Transactions		
4241	MINNESOTA SHERIFF'S ASSOCIATION	01-202-000-0000-6357			495.00	License use of Force InstTrain	011280	Peace Officer Training Expense
4241	MINNESOTA SHERIFF'S ASSOCIATION				495.00	1 Transactions		



Vendor No.	Name Account/Formula	Accr	Rpt	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
5988	Preston Auto Parts 01-202-000-0000-6311	AP	P	10.14	Headlight Bulb	454873	Miscellaneous Repairs And Maintenance
	01-202-000-0000-6311	AP	P	27.18	Wiper Blades	455711	Miscellaneous Repairs And Maintenance
5988	Preston Auto Parts			37.32		2 Transactions	
4487	PRESTON SERVICE PLUS 01-202-000-0000-6311	AP	P	443.08	Service & Repair Vehicles	Dec 2015	Miscellaneous Repairs And Maintenance
4487	PRESTON SERVICE PLUS			443.08		1 Transactions	
3500	Severson Oil Company 01-202-000-0000-6561	AP	P	115.14	Gasoline	23320248	Gasoline Diesel And Other Fuels
3500	Severson Oil Company			115.14		1 Transactions	
3569	Uniforms Unlimited Inc 01-202-000-0000-6173	AP	P	56.99	Uniform N Olson	14525-1	Uniform Allowance
3569	Uniforms Unlimited Inc			56.99		1 Transactions	
202	DEPT Total:			4,355.89	Sheriff	9 Vendors	11 Transactions
205	DEPT				Sheriff Contingent Funds		
9170	Bureau of Criminal Apprehens-State Of M 01-205-000-0000-6387	AP	P	725.00	4th Qtr permits to Carry	23-000047	Gun Permit Expenses
9170	Bureau of Criminal Apprehens-State Of M			725.00		1 Transactions	
205	DEPT Total:			725.00	Sheriff Contingent Funds	1 Vendors	1 Transactions
206	DEPT				D.A.R.E. Program		
1873	Creative Product Sourcing,Inc-Dare 01-206-000-0000-6416			240.90	DARE Supplies	90866	Misc Supplies
1873	Creative Product Sourcing,Inc-Dare			240.90		1 Transactions	
206	DEPT Total:			240.90	D.A.R.E. Program	1 Vendors	1 Transactions
251	DEPT				County Jail		
3640	Brevard Extraditions, Inc 01-251-000-0000-6377	AP	P	940.36	Inmate Transport	22201	Fees And Service Charges
3640	Brevard Extraditions, Inc			940.36		1 Transactions	



Vendor No.	Name	Account/Formula	Rpt	Accr	Amount	Warrant Description	Invoice #	Account/Formula Description
						Service Dates	Paid On Bhf #	On Behalf of Name
9170	Bureau of Criminal Apprehens-State Of M	01-251-000-0000-6310		AP P	390.00	BCA CJDN Connection	296402	Contract Repairs And Maintenance
9170	Bureau of Criminal Apprehens-State Of M				390.00	1 Transactions		
3435	DALCO	01-251-000-0000-6411			156.96	Custodial Supplies	2974219	Custodial Supplies
		01-251-000-0000-6411			76.71	Hair & Body Shampoo Soap	2977159	Custodial Supplies
3435	DALCO				233.67	2 Transactions		
111	Fillmore Co Treasurer- Credit Card/ACH	01-251-000-0000-6310		AP P	416.00	VPN Certificate Comp Security	2015 12188849	Contract Repairs And Maintenance
111	Fillmore Co Treasurer- Credit Card/ACH				416.00	1 Transactions		
83204	Houston Co Sheriffs Office	01-251-000-0000-6384		AP P	150.00	Board	2415-f	Out Of County Board Of Prisoners
		01-251-000-0000-6384		AP P	200.00	Board	2425-f	Out Of County Board Of Prisoners
83204	Houston Co Sheriffs Office				350.00	2 Transactions		
7506	Language Line Services	01-251-000-0000-6285		AP P	7.50	Interpretation Service	3751234	Professional Fees
7506	Language Line Services				7.50	1 Transactions		
9403	Menards Rochester South	01-251-000-0000-6416		AP P	135.68	Jail Supplies	11948	Misc Supplies
9403	Menards Rochester South				135.68	1 Transactions		
5988	Preston Auto Parts	01-251-000-0000-6411		AP P	30.47	Silicone,Drain Auger,Coin Cell	453169	Custodial Supplies
		01-251-000-0000-6411		AP P	13.90	Custodial Supplies	455833	Custodial Supplies
5988	Preston Auto Parts				44.37	2 Transactions		
251	DEPT Total:				2,517.58	County Jail	8 Vendors	11 Transactions
281	DEPT					Emergency Mgmt Services		
4601	REGION NINE	01-281-000-0000-6446		AP P	14,436.00	Hazard Mitigation Plan Update	ED 0257	Hazardous Midigation Grant
						07/01/2015 12/31/2015		
4601	REGION NINE				14,436.00	1 Transactions		



Vendor No.	Name Account/Formula	Accr	Rpt	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
281	DEPT Total:			14,436.00	Emergency Mgmt Services	1 Vendors	1 Transactions
441	DEPT				Public Health		
	3315 Mever/Paula						
	01-441-000-0000-6449	AP	P	12.07	PHEP Mileage	Dec 2015	Prpardeness Grant
					12/01/2015 12/01/2015		
	3315 Mever/Paula			12.07		1 Transactions	
441	DEPT Total:			12.07	Public Health	1 Vendors	1 Transactions
442	DEPT				Wic Program		
	2237 Thiss/Kathy						
	01-442-000-0000-6335	AP	P	27.02	WIC 12/3/2015	Dec 2015	Employee Automobile Allowance
					12/02/2015 12/30/2015		
	2237 Thiss/Kathy			27.02		1 Transactions	
442	DEPT Total:			27.02	Wic Program	1 Vendors	1 Transactions
443	DEPT				Nursing Service		
	5016 A+ Imaging Systems						
	01-443-000-0000-6310	AP	P	155.32	Copy Usage	100970	Contract Repairs & Maintenance
					12/09/2015 01/08/2016		
	5016 A+ Imaging Systems			155.32		1 Transactions	
	2715 Brevig/Michelle						
	01-443-000-0000-6335			16.20	2016 Auto Expense	Jan 2016	Employee Automobile Allowance
					01/07/2016 01/14/2016		
	2715 Brevig/Michelle			16.20		1 Transactions	
	1089 Loven/Julie						
	01-443-000-0000-6335			82.08	Jan 2016 Mileage	Jan 2016	Employee Automobile Allowance
	1089 Loven/Julie			82.08		1 Transactions	
	3288 M & I Lockbox:MCCC						
	01-443-000-0000-6419	AP	P	96.63	4th Qtr CHS Group Mtg Expense	2Y1601357	PH Doc Software Support
	3288 M & I Lockbox:MCCC			96.63		1 Transactions	
	3315 Mever/Paula						



Vendor No.	Name	Account/Formula	Rpt	Accr	Amount	Warrant Description	Service Dates	Invoice #	Paid On Bhf #	Account/Formula Description	On Behalf of Name
		01-443-000-0000-6335	AP	P	182.63	Dec 2015 Mileage	12/02/2015 12/18/2015	Dec 2015	Dec 2015	Employee Automobile Allowance	
3315	Melver/Paula				182.63		1 Transactions				
85290	Peterson/Sara	01-443-000-0000-6335	AP	P	13.80	Dec 2015	11/12/2015 12/30/2015	Dec 2015	Dec 2015	Employee Automobile Allowance	
85290	Peterson/Sara				13.80		1 Transactions				
2237	Thiss/Kathy	01-443-000-0000-6437	AP	P	3.45	MCH Postage		Dec 2015	Dec 2015	C & Tc Supplies	
		01-443-000-0000-6437	AP	P	40.25	CTC Mileage	12/02/2015 12/30/2015	Dec 2015	Dec 2015	C & Tc Supplies	
2237	Thiss/Kathy				43.70		2 Transactions				
443	DEPT Total:				590.36	Nursing Service		7 Vendors		8 Transactions	
444	DEPT					Home Health					
4176	ABILITY NETWORK INC	01-444-000-0000-6310	AP	P	174.00	Medicare Billing Dec 2015		15M-0218304P		IT Upkeep	
4176	ABILITY NETWORK INC				174.00		1 Transactions				
3801	Bergo/Doreen	01-444-000-0000-6335	AP	P	37.95	HHA Auto Exp 2015	12/28/2015 12/31/2015	Dec 2015	Dec 2015	Employee Automobile Allowance	
		01-444-000-0000-6335			37.80	HHA Auto Exp 2016	01/01/2016 01/08/2016	Jan 2016	Jan 2016	Employee Automobile Allowance	
3801	Bergo/Doreen				75.75		2 Transactions				
2508	Clark/Evelyn	01-444-000-0000-6335	AP	P	12.19	HHA Auto Exp 2015	12/28/2015 12/31/2015	Dec 2015	Dec 2015	Employee Automobile Allowance	
		01-444-000-0000-6335			6.37	HHA Auto Exp 2016	01/01/2016 01/08/2016	Jan 2016	Jan 2016	Employee Automobile Allowance	
2508	Clark/Evelyn				18.56		2 Transactions				
3647	Jergenson/Karin	01-444-000-0000-6335	AP	P	20.13	HHA Auto Exp 2015	12/28/2015 12/31/2015	Dec 2015	Dec 2015	Employee Automobile Allowance	



Vendor	Name		Rpt		Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr		Amount	Service Dates	Paid On Bhf #	On Behalf of Name
	01-444-000-0000-6335			20.52	HHA Auto Exp 2016 01/01/2016 01/08/2016	Jan 2016	Employee Automobile Allowance
3647	Jergenson/Karin			40.65		2 Transactions	
3070	Kallis/Sara	AP	P	97.18	HHA Auto Exp 2015 12/28/2015 12/31/2015	Dec 2015	Employee Automobile Allowance
	01-444-000-0000-6335			76.68	HHA Auto Exp 2016 01/01/2016 01/08/2016	Jan 2016	Employee Automobile Allowance
3070	Kallis/Sara			173.86		2 Transactions	
8660	Lopez/Debbilyn	AP	P	12.65	HHA Auto Exp 2015 12/28/2015 12/31/2015	Dec 2015	Employee Automobile Allowance
	01-444-000-0000-6335			8.64	HHA Auto Exp 2016 01/01/2016 01/08/2016	Jan 2016	Employee Automobile Allowance
8660	Lopez/Debbilyn			21.29		2 Transactions	
1814	Martin/Debra	AP	P	36.23	HHA Auto Exp 2015 12/28/2015 12/31/2015	Dec 2015	Employee Automobile Allowance
	01-444-000-0000-6335			28.62	HHA Auto Exp 2016 01/01/2016 01/08/2016	Jan 2016	Employee Automobile Allowance
1814	Martin/Debra			64.85		2 Transactions	
5997	Ostby/Helen	AP	P	57.50	HHA Auto Exp 2015 12/28/2015 12/31/2015	Dec 2015	Employee Automobile Allowance
	01-444-000-0000-6335			58.32	HHA Auto Exp 2016 01/01/2016 01/08/2016	Jan 2016	Employee Automobile Allowance
5997	Ostby/Helen			115.82		2 Transactions	
4841	ROCHESTER CITY LINES			219.00	Bus Pass January Client32321	148160106	Waiver Reimbursables
4841	ROCHESTER CITY LINES			219.00		1 Transactions	
3429	Tienter/Lesa	AP	P	99.48	HHA Auto Exp 2015 12/28/2015 12/31/2015	Dec 2015	Employee Automobile Allowance

\*\*\* Fillmore County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Accr	Rpt	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
	01-444-000-0000-6335			99.36	HHA Auto Exp 2016 01/01/2016 01/08/2016	Jan 2016	Employee Automobile Allowance
3429	Tienter/Lesa			198.84		2 Transactions	
444	DEPT Total:			1,102.62	Home Health	10 Vendors	18 Transactions
446	DEPT				Mch Program		
85290	Peterson/Sara 01-446-000-0000-6335	AP	P	163.88	MCH Dec 2015 11/12/2015 12/30/2015	Dec 2015	Employee Automobile Allowance
85290	Peterson/Sara			163.88		1 Transactions	
2237	Thiss/Kathy 01-446-000-0000-6335	AP	P	327.18	MCH Dec 2015 12/02/2015 12/30/2015	Dec 2015	Employee Automobile Allowance
2237	Thiss/Kathy			327.18		1 Transactions	
446	DEPT Total:			491.06	Mch Program	2 Vendors	2 Transactions
603	DEPT				Feedlot		
80306	Auto License Bureau 01-603-000-0000-6245			16.00	Vehicle Registration	Jan 2016	Registration Fees
80306	Auto License Bureau			16.00		1 Transactions	
106	Fillmore Co Treasurer 01-603-000-0000-6561	DTF	F	34.96		32	Gasoline Diesel And Other Fuels
106	Fillmore Co Treasurer			34.96		1 Transactions	
109	Fillmore Soil & Water Conservation Dist 01-603-000-0000-6285	AP	P	494.90	Professional Fees 10/01/2015 12/31/2015	8768	Professional Fees
109	Fillmore Soil & Water Conservation Dist			494.90		1 Transactions	
603	DEPT Total:			545.86	Feedlot	3 Vendors	3 Transactions
1	Fund Total:			54,455.79	County Revenue Fund		108 Transactions

Vendor No.	Name Account/Formula	Accr	Rpt	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
300	DEPT				Highway Administration		
2584	CDW Government Inc 13-300-000-0000-6408	AP	P	52.62	INK CARTRIDGES 012916	6027524	Other Office Supplies
2584	CDW Government Inc			52.62	1 Transactions		
110	Fillmore Co Treasurer 13-300-000-0000-6205	AP	P	11.81	POSTAGE 012916	DEC 2015	Postage And Postal Box Rent
110	Fillmore Co Treasurer			11.81	1 Transactions		
83550	Kelly Printing & Signs 13-300-000-0000-6408	AP	P	114.12	SUPPLIES 012916	22641	Other Office Supplies
83550	Kelly Printing & Signs			114.12	1 Transactions		
81511	Preston Foods 13-300-000-0000-6377	AP	P	15.36	MEETING SUPPLIES 012916	2418	Fees And Service Charges
81511	Preston Foods			15.36	1 Transactions		
85924	Schilling Supply Company 13-300-000-0000-6411			153.98	SUPPLIES 012916	21508	Custodial Supplies
85924	Schilling Supply Company			153.98	1 Transactions		
300	DEPT Total:			347.89	Highway Administration	5 Vendors	5 Transactions
310	DEPT				Highway Maintenance		
1891	Bruening Rock Products, Inc. 13-310-000-0000-6505	AP	P	4,398.11	ROCK 012916	75250	Aggregate
	13-310-000-0000-6505	AP	P	850.64	ROCK 012916	75252	Aggregate
	13-310-000-0000-6505	AP	P	1,133.93	ROCK 012916	75902	Aggregate
	13-310-000-0000-6505	AP	P	2,315.18	ROCK 012916	75907	Aggregate
	13-310-000-0000-6505	AP	P	1,473.53	ROCK 012916	75908	Aggregate
	13-310-000-0000-6505	AP	P	470.47	ROCK 012916	75942	Aggregate
	13-310-000-0000-6505	AP	P	2,973.65	ROCK 012916	76160	Aggregate
	13-310-000-0000-6505	AP	P	1,349.33	ROCK 012916	76161	Aggregate
1891	Bruening Rock Products, Inc.			14,964.84	8 Transactions		
2883	Cargill Inc 13-310-000-0000-6525			15,756.32	SALT 012916	2902634640	Road Salt And Dust Control Chemicals
	13-310-000-0000-6525			7,862.20	SALT 012916	2902637018	Road Salt And Dust Control Chemicals



Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
2883	Cargill Inc		23,618.52		2 Transactions	
5393	Conney Safety Products					
	13-310-000-0000-6466		230.80	SAFETY SUPPLIES 012916	16837	Safety Materials
5393	Conney Safety Products		230.80		1 Transactions	
1996	Crop Production Services					
	13-310-000-0000-6526	AP P	181.53	WEED CONTROL 012916	28795864	Weed Control
1996	Crop Production Services		181.53		1 Transactions	
310	DEPT Total:		38,995.69	Highway Maintenance	4 Vendors	12 Transactions
320	DEPT			Highway Construction		
9214	Chosen Valley Testing Inc					
	13-320-000-0000-6377	AP P	2,400.00	GEOTECHNICAL SERVICES 012916	14876	Fees And Service Charges
9214	Chosen Valley Testing Inc		2,400.00		1 Transactions	
99	Erickson Engineering Co					
	13-320-000-0000-6265	AP P	1,749.00	CONSULTING 012916	11572	Consulting
99	Erickson Engineering Co		1,749.00		1 Transactions	
8517	Frontier Precision, Inc					
	13-320-000-0000-6501		418.00	BATTERY & TRIPOD-SURVEY 012916	144844	Engineering And Surveying Supplies
8517	Frontier Precision, Inc		418.00		1 Transactions	
3679	Stantec Consulting Services, Inc (SCSI)					
	13-320-000-0000-6265	AP P	1,079.00	CONSULTING 012916	942235	Consulting
3679	Stantec Consulting Services, Inc (SCSI)		1,079.00		1 Transactions	
320	DEPT Total:		5,646.00	Highway Construction	4 Vendors	4 Transactions
330	DEPT			Equipment Maintenance Shops		
3691	Bauer Built Inc					
	13-330-000-0000-6516	AP P	59.95	LABOR 012916	740020041	Tires & Repairs
	13-330-000-0000-6516	AP P	100.00	LABOR 012916	740020042	Tires & Repairs
	13-330-000-0000-6516	AP P	15.00	TIRES/PARTS 012916	740020042	Tires & Repairs
3691	Bauer Built Inc		174.95		3 Transactions	

Vendor No.	Name	Accr	Rpt	Amount	Warrant Description	Service Dates	Invoice #	Account/Formula Description
	Account/Formula						Paid On Bhf #	On Behalf of Name
2322	Carquest							
	13-330-000-0000-6575	AP	P	331.49	PARTS	012916	1537208005	Machinery Parts
	13-330-000-0000-6576	AP	P	261.21	SUPPLIES	012916	1537210179	Shop Supplies & Tools
	13-330-000-0000-6575			124.79	PARTS	012916	1537210309	Machinery Parts
	13-330-000-0000-6576			180.46	SUPPLIES	012916	1537210330	Shop Supplies & Tools
	13-330-000-0000-6575			245.98	FILTERS	012916	1537210478	Machinery Parts
2322	Carquest			1,143.93		5 Transactions		
6617	Chatfield Parts House							
	13-330-000-0000-6317	AP	P	16.99	BLDG MAINT	012916	574556	Building Maintenance
	13-330-000-0000-6576	AP	P	3.99	SUPPLIES	012916	575347	Shop Supplies & Tools
6617	Chatfield Parts House			20.98		2 Transactions		
5005	Cintas Corporation- First Aid & Safety							
	13-330-000-0000-6576			143.78	SUPPLIES	012916	4259526	Shop Supplies & Tools
5005	Cintas Corporation- First Aid & Safety			143.78		1 Transactions		
4598	Class C Solutions Group							
	13-330-000-0000-6576	AP	P	276.13	SUPPLIES	012916	8080515001	Shop Supplies & Tools
4598	Class C Solutions Group			276.13		1 Transactions		
8165	Dave Syverson Freightliner							
	13-330-000-0000-6575	AP	P	60.37	PARTS	012916	241321	Machinery Parts
8165	Dave Syverson Freightliner			60.37		1 Transactions		
3370	Haakenson Electric Inc							
	13-330-000-0000-6317			101.01	BLDG MAINT	012916	2840	Building Maintenance
3370	Haakenson Electric Inc			101.01		1 Transactions		
155	Hammell Equipment Inc							
	13-330-000-0000-6561	AP	P	10.95	FUEL ADDITIVE	012916	1175115	Gasoline Diesel And Other Fuels
	13-330-000-0000-6561	AP	P	13.14	FUEL ADDITIVE	012916	1175253	Gasoline Diesel And Other Fuels
155	Hammell Equipment Inc			24.09		2 Transactions		
3714	Hovey Oil Co Inc							
	13-330-000-0000-6561			453.90	GAS	012916	89678	Gasoline Diesel And Other Fuels
	13-330-000-0000-6561			432.90	#1 DIESEL	012916	89699	Gasoline Diesel And Other Fuels
	13-330-000-0000-6561			376.50	#2 DIESEL	012916	89699	Gasoline Diesel And Other Fuels
	13-330-000-0000-6561			549.28	#1 DIESEL	012916	89726	Gasoline Diesel And Other Fuels

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13 County Road & Bridge

\*\*\* Fillmore County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name	Accr	Rpt	Amount	Warrant Description	Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
3714	Hovey Oil Co Inc			2,293.15	#2 DIESEL	012916	89726	Gasoline Diesel And Other Fuels
						5 Transactions		
303	Preston Equipment Co	AP	P	38.41	SUPPLIES	012916	252253	Shop Supplies & Tools
						1 Transactions		
303	Preston Equipment Co			38.41				
517	Reedsburg Hardware Co	AP	P	5,942.71	CHAINS	012916	6250MN	Shop Supplies & Tools
						1 Transactions		
517	Reedsburg Hardware Co			5,942.71				
3206	S & A Petroleum	AP	P	8.63	DIESEL-RANGER	012916	52231	Gasoline Diesel And Other Fuels
						1 Transactions		
3206	S & A Petroleum			8.63				
4079	Village Farm & Home	AP	P	9.99	SUPPLIES	012916	23784	Shop Supplies & Tools
						1 Transactions		
4079	Village Farm & Home			9.99				
3368	Western Petroleum Company d/b/a Tran	AP	P	845.16	HYDRAULIC OIL	012916	117502	Motor Oil And Lubricants
						1 Transactions		
3368	Western Petroleum Company d/b/a Tran			845.16				
330	DEPT Total:			11,083.29	Equipment Maintenance Shops		14 Vendors	26 Transactions
13	Fund Total:			56,072.87	County Road & Bridge			47 Transactions

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 1/21/16 3:44PM  
 14 Sanitation Fund

\*\*\* Fillmore County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No. Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
390 DEPT		Resource Recovery Center		
106 Fillmore Co Treasurer 14-390-000-0000-6561	DTF U	186.48 DEC 2015	32/31	Gasoline Diesel And Other Fuels
106 Fillmore Co Treasurer		186.48	1 Transactions	
145 G & K Services 14-390-000-0000-6377	AP P	31.39 Dec 2015	Dec 2015	Fees And Service Charges
145 G & K Services		31.39	1 Transactions	
3206 S & A Petroleum 14-390-000-0000-6561	AP P	34.99 Ip	0151579	Gasoline Diesel And Other Fuels
3206 S & A Petroleum		34.99	1 Transactions	
390 DEPT Total:		252.86	Resource Recovery Center 3 Vendors	3 Transactions
14 Fund Total:		252.86	Sanitation Fund	3 Transactions

\*\*\* Fillmore County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No. Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
350 DEPT		County Airport		
2645 Myhre/Charles				
23-350-000-0000-6316	AP P	144.00 Gopher Trapping	58461	Grounds Maintenance
2645 Myhre/Charles		144.00	1 Transactions	
350 DEPT Total:		144.00 County Airport	1 Vendors	1 Transactions
351 DEPT		Airport Fuel Sales		
3787 O'Day Equipment LLC				
23-351-000-0000-6377	AP P	246.72 Pump Seal Kit	75690	Fees And Service Charges
3787 O'Day Equipment LLC		246.72	1 Transactions	
351 DEPT Total:		246.72 Airport Fuel Sales	1 Vendors	1 Transactions
23 Fund Total:		390.72 County Airport Fund		2 Transactions
Final Total:		111,172.24	111 Vendors	160 Transactions

# \*\*\* Fillmore County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
	1	54,455.79	County Revenue Fund	
	13	56,072.87	County Road & Bridge	
	14	252.86	Sanitation Fund	
	23	390.72	County Airport Fund	
	All Funds	111,172.24	Total	Approved by, .....
				.....
				.....



Vendor	Name	Accr	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula				Service Dates	Paid On Bhf #	On Behalf of Name
3219	Centurylink						
	01-149-000-0000-6203	AP	P	101.91	Dec 2015-Cthse	1361785529	Telephone
	01-149-000-0000-6203	AP	P	300.65	Dec 2015-FCOB	1361786492	Telephone
3219	Centurylink			402.56	2 Transactions		
85440	Centurylink						
	01-203-000-0000-6203			92.03	Spring Valley phone	301264120	Telephone
	01-149-000-0000-6203			2,741.73	12/26/15-1/25/16 local service	301269347	Telephone
	01-251-000-0000-6203			533.51	Phones	301269917	Telephone
	01-102-000-0000-6203			47.90	12/26/15-1/25/16 Phone	301269931	Telephone
	01-251-000-0000-6203	AP	P	65.66	Phones	406899378	Telephone
85440	Centurylink			3,480.83	5 Transactions		
5660	De Lage Landen Financial Services						
	01-251-000-0000-6310			165.78	Copier lease	48629897	Contract Repairs And Maintenance
	01-034-000-0000-6310			53.63	Jan 2016 maintenance	48651102	Contract Repairs And Maintenance
	01-105-000-0000-6310			53.63	Jan 2016 Maintenance	48651102	Contract Repairs And Maintenance
	01-603-000-0000-6310			53.62	Jan 2016 maintenance	48651102	Contract Repairs And Maintenance
5660	De Lage Landen Financial Services			326.66	4 Transactions		
4728	Kaase/Thomas						
	01-251-000-0000-6379	DFP	F	4,260.00	December 2015 Board of Prisons		Board Of Prisoners
4728	Kaase/Thomas			4,260.00	1 Transactions		
84638	MN Counties Intergovernmental Trust-MC						
	01-001-000-0000-6354			71,712.00	2016 RevenueP/C		Property Casualty Insurance
	01-001-000-0000-6355			57,872.00	2016 Worker's Comp Ins		Workers Comp Insurance
84638	MN Counties Intergovernmental Trust-MC			129,584.00	2 Transactions		
6094	MN Energy Resources Corporation						
	01-111-000-0000-6255	AP	P	927.52	101 W Fillmore St-gas	4037435-7	Gas
	01-111-000-0000-6255	AP	P	652.84	902 Houston St-gas	4372592-8	Gas
6094	MN Energy Resources Corporation			1,580.36	2 Transactions		
308	Preston Public Utilities						
	01-111-000-0000-6251	AP	P	2,202.15	902 Houston St NW-utilities	4 470 1115	Electricity
	01-251-000-0000-6251	AP	P	2,335.32	901 Houston St NW-utilities	4 471 340	Electricity
	01-111-000-0000-6251	AP	P	3,020.17	101 Fillmore St W-utilities	8 8833 822	Electricity
308	Preston Public Utilities			7,557.64	3 Transactions		



Vendor No.	Name Account/Formula	Accr	Rpt	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
5960	SE MN Initiative Fund 01-149-000-0000-6802			1,250.00	2016 Pledge payment		Appropriations
5960	SE MN Initiative Fund			1,250.00	1 Transactions		
3604	Southern MN Tourism Association 01-149-000-0000-6802			1,056.10	2016 Appropriation		Appropriations
3604	Southern MN Tourism Association			1,056.10	1 Transactions		
423	Tri-County Electric Cooperative 01-251-000-0000-6251	AP	P	110.44	Radio tower electric	FG4F--11	Electricity
423	Tri-County Electric Cooperative			110.44	1 Transactions		
1 Fund Total:				149,608.59	County Revenue Fund	10 Vendors	22 Transactions



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Accr	Rpt	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
2208	Canton City 13-330-000-0000-6251			70.78	UTILITIES 011516	209	Electricity
2208	Canton City			70.78	1 Transactions		
85440	Centurylink 13-300-000-0000-6203			46.61	TELEPHONE 011516	301264100	Telephone
	13-300-000-0000-6203			182.36	TELEPHONE 011516	301269901	Telephone
	13-300-000-0000-6203			210.96	TELEPHONE 011516	301269908	Telephone
85440	Centurylink			439.93	3 Transactions		
6094	MN Energy Resources Corporation 13-330-000-0000-6255	AP	P	786.27	NATURAL GAS 011516	43219435	Gas
6094	MN Energy Resources Corporation			786.27	1 Transactions		
308	Preston Public Utilities 13-330-000-0000-6251	AP	P	1,007.52	UTILITIES 011516	4458327	Electricity
	13-330-000-0000-6251	AP	P	41.33	UTILITIES 011516	4459875	Electricity
	13-330-000-0000-6251	AP	P	40.67	UTILITIES 011516	4473A342	Electricity
	13-330-000-0000-6251	AP	P	980.57	UTILITIES 011516	4473B341	Electricity
308	Preston Public Utilities			2,070.09	4 Transactions		
423	Tri-County Electric Cooperative 13-330-000-0000-6251	AP	P	206.36	ELECTRICITY 011516	0504008000	Electricity
	13-300-000-0000-6306	AP	P	39.48	ELECTRICITY 011516	1407003000	Radio Tower Repair & Services
	13-310-000-0000-6251	AP	P	41.45	ELECTRICITY 011516	1908001000	Electricity
	13-330-000-0000-6251	AP	P	131.92	ELECTRICITY 011516	5200773101	Electricity
	13-330-000-0000-6251	AP	P	21.33	ELECTRICITY 011516	850071401	Electricity
	13-330-000-0000-6251	AP	P	262.92	ELECTRICITY 011516	8901996001	Electricity
	13-330-000-0000-6251	AP	P	68.98	ELECTRICITY 011516	8901997001	Electricity
423	Tri-County Electric Cooperative			772.44	7 Transactions		
13 Fund Total:				4,139.51	County Road & Bridge	5 Vendors	16 Transactions



Vendor No.	Name Account/Formula	Accr	Rpt	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
85440	Centurylink 14-390-000-0000-6203			49.87	12/26/15-1/25/16 phone	301270054	Telephone
85440	Centurylink			49.87	1 Transactions		
84638	MN Counties Intergovernmental Trust-MC 14-390-000-0000-6354			3,531.00	2016 Sanitation P/C		Property Casualty Insurance
	14-390-000-0000-6355			961.00	2016 Saniation W/C		Workmens Comp Insurance
84638	MN Counties Intergovernmental Trust-MC			4,492.00	2 Transactions		
308	Preston Public Utilities 14-390-000-0000-6251	AP	P	613.72	727 Hwy 16 & 52 E utilities	4 457 326	Electricity
308	Preston Public Utilities			613.72	1 Transactions		
1487	Waste Management - WI-MN 14-390-000-0000-6374	AP	P	32,192.90	Dec 2015 Landfill	0674610-2760-8	Landfill Tipping Fees
	14-391-000-0000-6861	AP	P	7,712.87	11/26-12/25/15 Roll-Off	3075424-2760-3	Recycling Operation Expense
1487	Waste Management - WI-MN			39,905.77	2 Transactions		
14 Fund Total:				45,061.36	Sanitation Fund	4 Vendors	6 Transactions

CJOHNSON  
 1/13/16 5:10PM  
 23 County Airport Fund

\*\*\* Fillmore County \*\*\*



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Accr	Rpt P	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
3219	Centurylink 23-350-000-0000-6203	AP	P	5.46	Analog line Nov	1361739186	Telephone
3219	Centurylink			5.46	1 Transactions		
85440	Centurylink 23-350-000-0000-6203			120.81	12/26/15-1/25/16 phone	301269537	Telephone
85440	Centurylink			120.81	1 Transactions		
4298	Essig Agency 23-350-000-0000-6354			1,907.00	2016 Liability Insurance	505	Property Liability Insurance
4298	Essig Agency			1,907.00	1 Transactions		
84638	MN Counties Intergovernmental Trust-MC 23-350-000-0000-6354			1,087.00	2016 Property/Casualty Insuran	PC135016	Property Liability Insurance
84638	MN Counties Intergovernmental Trust-MC			1,087.00	1 Transactions		
23 Fund Total:				3,120.27	County Airport Fund	4 Vendors	4 Transactions

CJOHNSON  
 1/13/16 5:10PM  
 73 Greenleafton Septic Projec

\*\*\* Fillmore County \*\*\*



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>	
<u>No. Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
423 Tri-County Electric Cooperative					
73-611-000-0000-6251		289.49	Treatment Plant-12/1/15-1/1/16	GC6-10-1U1	Electricity
73-611-000-0000-6251		39.21	Grinder pumps 12/1/15-1/1/16	GC6B--03-4N	Electricity
423 Tri-County Electric Cooperative		328.70	2 Transactions		
73 Fund Total:		328.70	Greenleafton Septic Project	1 Vendors	2 Transactions
Final Total:		202,258.43	24 Vendors	50 Transactions	

\*\*\* Fillmore County \*\*\*



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
	1	149,608.59	County Revenue Fund	
	13	4,139.51	County Road & Bridge	
	14	45,061.36	Sanitation Fund	
	23	3,120.27	County Airport Fund	
	73	328.70	Greenleafon Septic Project	
	All Funds	202,258.43	Total	Approved by, .....
				.....
				.....



Vendor No.	Name Account/Formula	Accr	Rpt	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
5016	A+ Imaging Systems						
	01-125-000-0000-6377	AP	P	39.63	January copies	100971	Fees And Service Charges
	01-034-000-0000-6377	AP	P	35.49	Copy usage 12/16/15-1/15/16	101076	Fees And Service Charges
	01-105-000-0000-6377			35.48	Copy usage 12/16/15-1/15/16	101076	Fees And Service Charges
	01-603-000-0000-6377			35.48	Copy usage 12/16/15-1/15/16	101076	Fees And Service Charges
5016	A+ Imaging Systems			146.08	4 Transactions		
1667	Bluff County Hra						
	01-149-000-0000-6802			5,000.00	2016 Appropriation	1	Appropriations
1667	Bluff County Hra			5,000.00	1 Transactions		
5660	De Lage Landen Financial Services						
	01-125-000-0000-6377			61.35	January copier contract	48311145	Fees And Service Charges
5660	De Lage Landen Financial Services			61.35	1 Transactions		
4441	Independent Emergency Services, LLC						
	01-201-000-0000-6310			100.00	Jan 2016 911 service	200-0223	Contract Repairs And Maintenance
4441	Independent Emergency Services, LLC			100.00	1 Transactions		
7213	Metro Sales Inc						
	01-091-000-0000-6377			117.09	Contract lease chg- 01/19/2016 02/18/2016	INV436742	Fees And Service Charges
7213	Metro Sales Inc			117.09	1 Transactions		
4568	US Bank Equipment Finance						
	01-100-000-0000-6310			179.00	Ricoh copier contract pmt	295716153	Contract Repairs And Maintenance
4568	US Bank Equipment Finance			179.00	1 Transactions		
2357	Verizon Wireless						
	01-281-000-0000-6203	AP	P	70.02	Data lines-12/2/15-1/1-2016	9758172057	Telephone
	01-442-000-0000-6203			8.56	WIC Phone 1/3-2/2/16	9758195847	Telephone
	01-443-000-0000-6203			83.18	Nurses Phones 1/3-2/2/16	9758195847	Telephone
	01-125-000-0000-6203			12.98	January cell bill	9758228189	Telephone
2357	Verizon Wireless			174.74	4 Transactions		
540	Zeimetz Motors Inc						
	01-202-000-0000-6650			14,912.25	2015 Chevy Impala Lim		Vehicles Purchased
540	Zeimetz Motors Inc			14,912.25	1 Transactions		

1 Fund Total: 20,690.51 County Revenue Fund 8 Vendors 14 Transactions

CJOHNSON

1/21/16 2:07PM

13 County Road & Bridge

# \*\*\* Fillmore County \*\*\*



## Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor Name	Account/Formula	Accr	Rpt	Amount	Warrant Description	Service Dates	Invoice #	Account/Formula Description
No.							Paid On Bhf #	On Behalf of Name
3388	Minnowa Construction Inc							
	13-320-000-0000-6341	AP	P	991.80	599-151 T/B #4		SAP 23-599-151	Township Bridge Construction
	13-320-000-0000-6343	AP	P	6,216.87	625-09 R/C #4		SP 23-625-09	Regular Construction Contracts
	13-320-000-0000-6348	AP	P	24,867.47	625-09 Fed #4		SP 23-625-09	Fed Construction
	13-320-000-0000-6361			17,898.00	625-09 B/B #4		SP 23-625-09	State Bridge Bonding (Fund29)
3388	Minnowa Construction Inc			49,974.14		4 Transactions		
13 Fund Total:				49,974.14	County Road & Bridge		1 Vendors	4 Transactions

CJOHNSON  
 1/21/16 2:07PM  
 14 Sanitation Fund

# \*\*\* Fillmore County \*\*\*



## Audit List for Board AUDITOR'S VOUCHERS ENTRIES

<u>Vendor Name</u>	<u>Accr</u>	<u>Rpt</u>	<u>Amount</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No. Account/Formula</u>				<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
5882 Winneshiek County Landfill 14-390-000-0000-6374			2,400.42	1/6 & 1/7/16 Nelson hshld	20449	Landfill Tipping Fees
5882 Winneshiek County Landfill			2,400.42	1 Transactions		
14 Fund Total:			2,400.42	Sanitation Fund	1 Vendors	1 Transactions

CJOHNSON  
 1/21/16 2:07PM  
 76 Trust And Agency Fund

\*\*\* Fillmore County \*\*\*



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No. Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf # On Behalf of Name</u>
110 Fillmore Co Treasurer				
76-000-000-0000-2006		1,298.00	RRC Sales & Use Tax	Commercial Sw Mgmt Tax
76-000-000-0000-2007		189.00	041,101,149&602 Sales & Use tx	Sales Tax Collected
76-300-000-0000-2007		3.00	R & B Sales & Use tax	Sales Tax Collected
110 Fillmore Co Treasurer		1,490.00	3 Transactions	
76 Fund Total:		1,490.00	Trust And Agency Fund	1 Vendors 3 Transactions
Final Total:		74,555.07	11 Vendors	22 Transactions

# \*\*\* Fillmore County \*\*\*

## Audit List for Board AUDITOR'S VOUCHERS ENTRIES



Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
	1	20,690.51	County Revenue Fund	
	13	49,974.14	County Road & Bridge	
	14	2,400.42	Sanitation Fund	
	76	1,490.00	Trust And Agency Fund	
	All Funds	74,555.07	Total	Approved by, .....
				.....
				.....



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WHAT IS MNCCC?

# MnCCC Mission & Vision

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## **MISSION:**

*Established in 1978, Minnesota Counties Computer Cooperative (MnCCC) works with all Minnesota Counties as a joint powers organization facilitating services and training, providing software and other cost-effective measures to substantially reduce technology costs for counties, cities, and agencies. For more information on MnCCC including contact information, please go to [www.mnccc.org](http://www.mnccc.org).*

## **VISION:**

*MnCCC provides services to our user groups in a collaborative manner and to reduce costs, work, and risk to our membership while maintaining a sustainable joint powers organization.*

# MnCCC

---

MnCCC provides an opportunity, through our joint powers agreements with counties (and cities and agencies), to collaborate on software solutions. We have software user groups that work together to provide Minnesota specific software for use in county departments. Some groups own and manage their software; other groups are using and off-the-shelf software that has been customized for Minnesota.

## Membership

(Joint Powers & Bylaws)



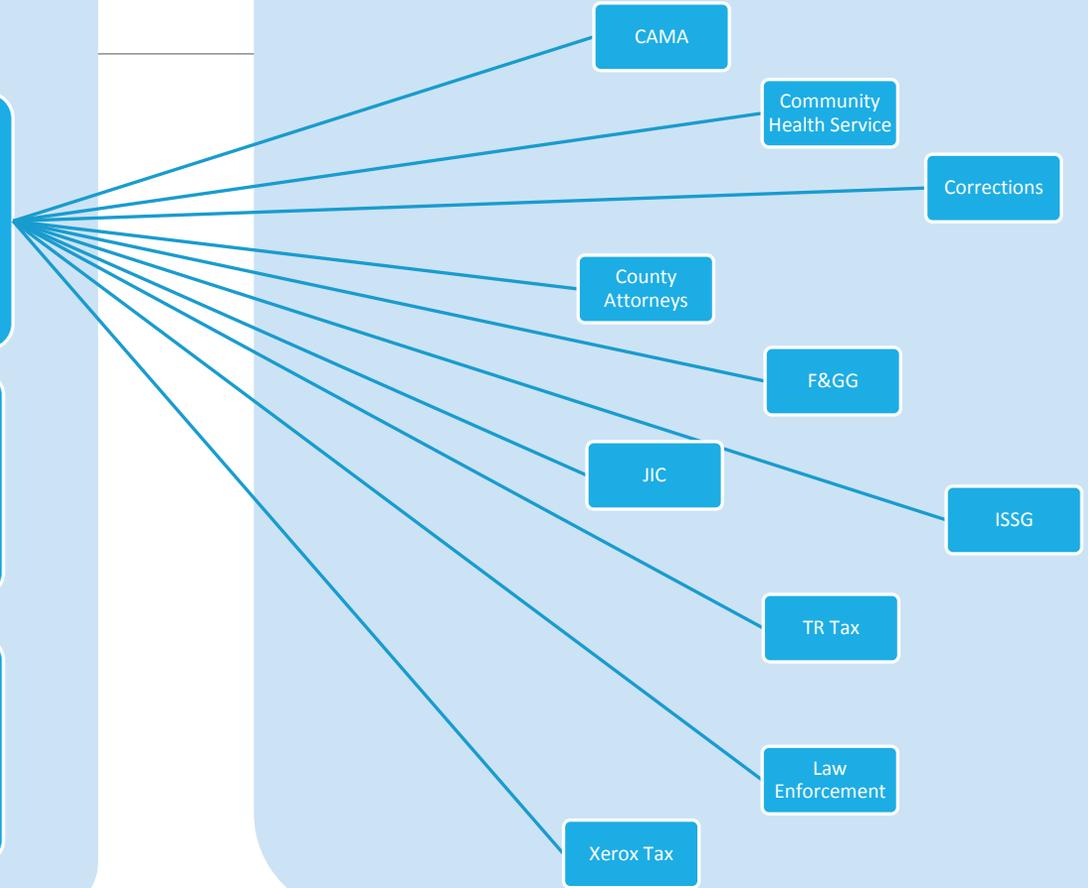
## Board & Staff

(Bylaws, Joint Powers, & Policies)



## User Groups

(User Group Rules & Regulations and Contracts)



# MnCCC Staff

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Lisa Meredith, Executive Director

Darci Gawthrop, Office Manager

Mike Fox, Accountant

# MnCCC Board

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The MnCCC Board meets monthly. Past Chair, Chair, Vice Chair and Treasurer are rotating positions. A Treasurer is elected from our membership each year at the MnCCC annual meeting. The Board also has four region representatives and a technical representative that each serve two-year staggered terms. The nine member Board meets monthly to review financials, approve User Group Rules & Regulations, approve all contracts, work with the MnCCC staff on current issues and serve as liaisons to the User Groups.

MnCCC full members are counties, cities, and agencies that belong to three or more User Groups. An annual membership meeting is held at the MnCCC June conference to approve the annual budget, approve proposed joint powers agreements or bylaw changes, to elect the Treasurer and technical representative, and address any other Board issues.

# MnCCC Board

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## Rotating Officers

Chair: Mike Disher, Morrison County

Vice-Chair: Dayle Moore, Nicollet County

Past-Chair: Fran Windschitl, Rice County

Treasurer: John Thomson, Faribault County

## Representatives – Two-Year Staggered Terms

ISSG Technical Representative: Rich Meyer, Brown County

Region I Representative: Ken Olson, Pennington County

Region II Representative: Jill Gontarek, Ramsey County

Region III Representative: Shirl Boelter, Fillmore County

Region IV Representative: Dan Whitman, Martin County

# MnCCC Board Liaisons

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Thomson Reuters Tax Liaison, Jill Gontarek

Xerox Tax Liaison, Ken Olson

CAMA Liaison, Dan Whitman

County Attorney Liaison, Dayle Moore

F&GG Liaison, Fran Windschitl

JIC Liaison, Fran Windschitl

Law Enforcement Liaison, Dan Whitman

CHS Liaison, Shirl Boelter

ISSG Liaison, Rich Meyer

Corrections Liaison, John Thomson

PIUG Liaison, Mike Disher

AMC Liaison (role of past chair): Fran Windschitl

Contract Advisory Panel (CAP) new in 2015, (role of Vice Chair): Dayle Moore

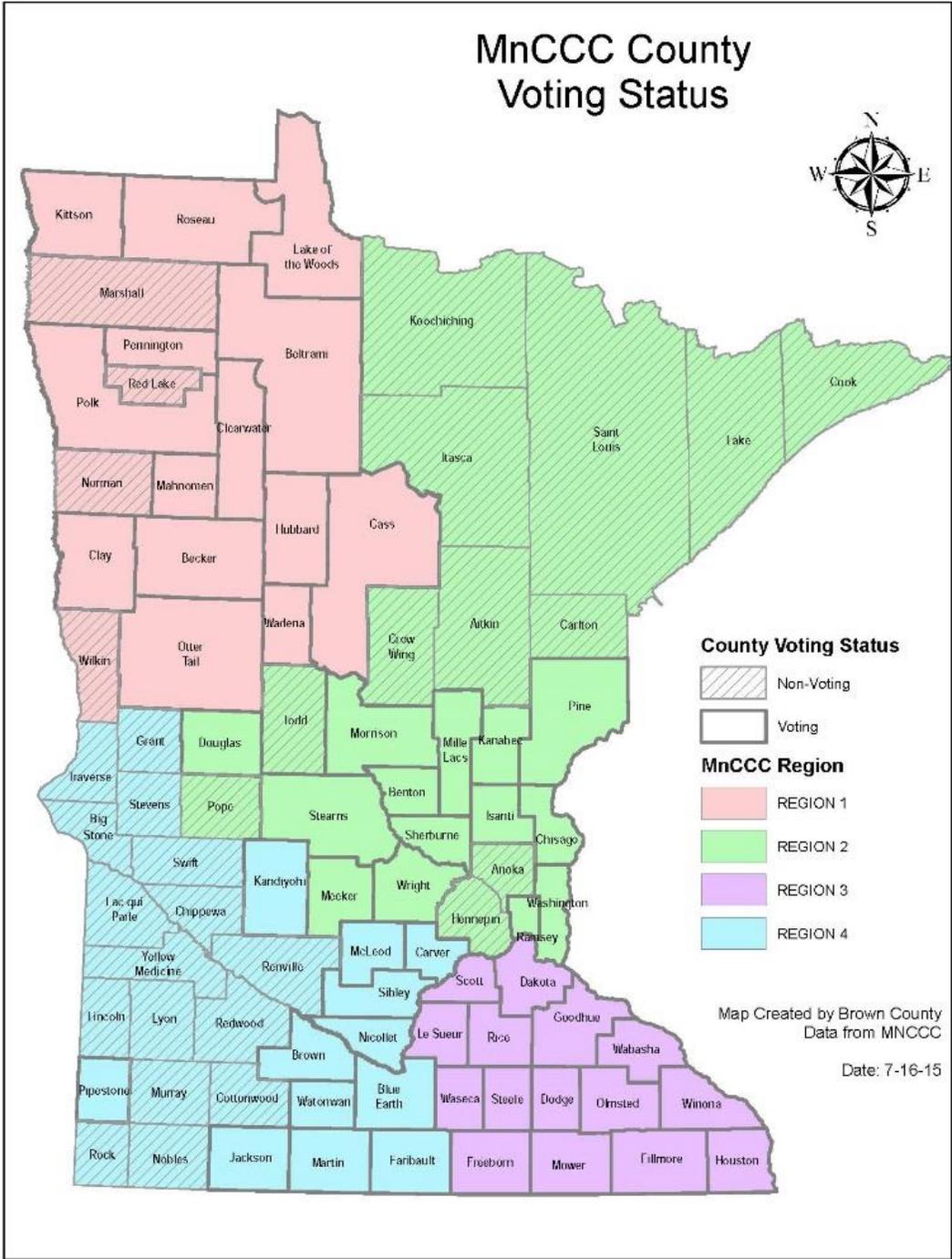
# MnCCC Members

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MnCCC members must be willing to take responsibility for the following:

- Attend MnCCC membership meetings to vote on budget, policy, and contract issues;
- Attend or make sure someone from your county is attending user group meetings for user groups that your county participates;
- Attend annual regional meetings prepared to voice any concerns and report back to the county;
- Keep County Board apprised of the cost of purchasing and supporting proposed software and hardware;
- And promote MnCCC within the county and with other groups of county personnel (professional associations).

# MnCCC Members



# MnCCC User Groups

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- Minnesota Property Tax
- Xerox Tax Group
- Thomson Reuters (Aumentum) Tax Group
- CAMA
- Law Enforcement
- Finance & General Government
- JIC – Joint IFS (Advisory) Committee
- Community Health Service
- Corrections
- County Attorneys
- Information Services Support Group
- Property Information User Group

# Xerox Tax User Group

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The **Minnesota Property Tax System (PTS) User Group** currently has 28 counties using the Xerox Minnesota property tax system. There are several subcommittees committed to various projects, such as the Legislative Research Committee, the Beta Testing Committee, and the Enhancement Issues and Standards Committee (EISC). The MnCCC Tax User Group works closely with the Minnesota Department of Revenue on all of our projects.

# Thomson Reuters Tax User Group

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The Minnesota Property Tax System User Group currently has 18 counties using the Thomson Reuters property tax system called Aumentum. There are several subcommittees committed to various projects, such as the Legislative Research Committee, the Training Committee, and the Enhancements & Reports Committee. The MnCCC Tax User Group works closely with the Minnesota Department of Revenue on all of our projects.

# CAMA User Group

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The **CAMAUSA User Group** currently has 34 counties using the Xerox CAMAUSA software. This committee has been working together for many years. In 2009, they became a separate user group rather than a subcommittee under the Tax User Group. The CAMAUSA User Group members use either the Xerox or Thomson Tax Systems. The MnCCC CAMAUSA User Group works closely with the Minnesota Department of Revenue on all of our projects.

# F&GG User Group

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The **Finance & General Government (F&GG) User Group** has 47 member counties. The User Group has several software packages, including: Two payroll packages, a human resources package, Capital Assets, Integrated Financial System (IFS), and Treasurer's Financial System.

The Finance & General Government User Group recently completed the IFSpi rewrite project. IFS is owned and managed by a collaboration of 78 counties through the JIC Committee.

# Joint IFS Advisory Committee (JIC)

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**JIC** represents the 78 counties using IFS. JIC is an advisory committee with representatives from CMHS, MCIS, Midstates (CPU) and MnCCC. In 2013, the JIC Advisory Committee officially joined MnCCC as one of our groups. IFS is owned and managed by the 78 counties through the JIC. IFS is supported by our vendor TriMin.

# CHS User Group

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The **Community Health Services Group** (CHS) currently has 35 member counties and agencies. The MnCCC CHS User Group owns and manages PH-Doc. Over the past several years, the user group has invested time and money in a major rewrite of PH-Doc. We were a recipient of the Beacon Grant through a partnership with the Mayo Clinic. This work is now complete and PH-Doc can now run on two platforms and we have made great strides in implementing the interworking to allow for the electronic exchange of health records. The CHS group works closely with the Minnesota Department of Health on all of our projects. PH-Doc is HIPAA compliant.

# Corrections User Group

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The **Corrections User Group** is MnCCC's largest user group working with all 87 Minnesota counties either directly or through agencies and the Department of Corrections. The Corrections User Group developed and maintains the Court Services Tracking System (CSTS) software, which is used by probation and parole officers throughout the state. Strategic Technologies, Inc. is the vendor who holds the maintenance & support contract for CSTS. Juvenile/Adult Information Management System (JAIMS), the Financial Tracking System (FTS), the Domestic Relations System (DRS) and the new CISRS program are also Corrections User Group managed programs. The Department of Corrections (DOC) is a member of the MnCCC Corrections User Group and the group works closely with the courts and BCA on both projects and training.

# County Attorney User Group

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The **County Attorney User Group** owns and manages the MCAPS software package, a case management system designed for county attorneys. MCAPS 4 is our newest version of MCAPS. MCAPS is currently linked with MNCIS and we will be expanding the software to link with other systems. The user group works closely with the courts and BCA. MCAA is a member of MnCCC and represents the part-time attorneys using MCAPS throughout the state! Which creates a user group of 45 voting members representing 58 counties and several cities.

# PIUG User Group

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The **Property Information User Group (PIUG)** is currently using the Schneider Beacon web product to share GIS and CAMA data with both internal and external customers. And, in August 2015, we have added a Pictometry contract to PIUG. This is a growing group with both CAMA Data and GIS Committees.

# Law Enforcement User Group

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The **Law Enforcement User Group** currently has 15 member counties. CIS is the Law Enforcement User Group software vendor. The Law Enforcement User Group is working with neighboring state counties sharing the same software needs. The MnCCC Law Enforcement User Group works closely with both the Department of Corrections and CriMNet in our activities and training.

# ISSG

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MnCCC's **Information Services Support Group (ISSG)** members are IT, MIS, IS managers and staff throughout the state. This group provides an amazing pool of resources! We share knowledge, assist each other on software and hardware challenges, and work together to find cooperative solutions. The ISSG Group spends time training and developing cooperative IT solutions for counties. Some of our past training sessions include: Microsoft Reporting Services, SQL, Crystal Reports, How to Hack 'em So You Can Defend Them, Security Training, Packet Level Training with Laura Chappell, and more!

ISSG Liaisons are elected annual to work with both ISSG and the user groups to help share technical information and planning for projects.

# What are people saying about MnCCC?

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*MCCC is a prime example of counties working together to solve challenges efficiently and effectively. By collaborating on technology, counties can stay up to date on this critical operations issue.*

- Julie Ring, Association of Minnesota Counties





# Learn more about MnCCC?

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- Visit our website at [www.mnccc.org](http://www.mnccc.org)!
- Sign up for RSVP MnCCC's custom, self-subscribed calendar system. MnCCC coordinates more than 500 events a year - including meetings, conference calls, webinars, workshops, trainings, and conferences. RSVP let's us know what you are interested in! Sign up today by visiting [www.mnccc.org](http://www.mnccc.org) and clicking on "**Register Today!**"
- Join us at our annual conference...

# Building Blocks of Collaboration

*Join MnCCC for our annual conference on June 6-9, 2016  
at Arrowwood Resort in Alexandria, Minnesota!*



## AGREEMENT

For and in consideration of the promises hereinafter contained, it is hereby agreed as follows:

That Fillmore County (hereinafter referred to as County, a municipal corporation in the State of Minnesota) hereby enters into a contract with the City of Spring Valley (hereinafter referred to as Contractor, also a municipal corporation in the State of Minnesota).

### I.

Contractor agrees to provide efficient and prompt ambulance service to all persons within their area of service in Fillmore County, Minnesota, both emergency and non-emergency, in accordance with statutory standards and regulations.

### II.

The Contractor shall have not less than one licensed ambulance in service and capable of rendering efficient services, fully equipped to meet the requirements of the State of Minnesota, Emergency Medical Services Regulatory Board, and equipped with mobile communications between the ambulance vehicles and law enforcement agencies.

### III.

The Contractor shall keep and maintain the ambulance and equipment in clean and sound operating conditions at all times. Clean and sanitary bed linens shall be provided for each patient carried, and shall be changed as soon as possible after the discharge of the patient.

### IV.

The Contractor agrees to provide one driver and attendant to staff said ambulance on each call. All of the attendants shall meet the minimum standards required by the State of MN. A licensed driver and an attendant shall staff the ambulance on each call.

### V.

The contractor shall provide ambulance service on a twenty-four (24) hour basis, seven days per week, and shall immediately respond to all requests for service initiated by the County, all law enforcement agencies and/or Fire Departments of the County, by physicians and/or health departments of the County and by Hospitals and the Nursing Homes in the service area. Additionally, the Contractor agrees to respond immediately to all requests for service, requested by any citizen within its area of service in the County of Fillmore.

### VI.

The ambulances, the ambulance garages and equipment, techniques and procedures shall be available for inspection by any authorized personnel of the County of Fillmore at all reasonable times. Upon request by such authorized personnel of the County, the Contractor shall operate or demonstrate any vehicles or equipment, techniques or procedures used by the Contractor under this Contract.

VII.

The Contractor shall maintain and pay the premiums for the following policies of insurance, which shall cover the operations hereunder during the effective period of this Contract:

- (a) Motor Vehicle Public Liability Insurance with limits of not less than One Hundred Thousand and no/100 (\$100,000.00) Dollars for bodily injury or death of one person, and Five Hundred Thousand and no/100 (\$500,000.00) dollars for bodily injury or death resulting from any one accident and for the sum of at least Fifty Thousand and no/100 (\$50,000.00) Dollars for damages to property arising from any one accident.
- (b) Workmen' s Compensation Insurance covering the employees of the Contractor.

Certificates of said policies evidencing the existence there of, shall be delivered to the County upon request.

VIII.

The Contractor guarantees that he has full legal right to render the services provided for in this contract and that he will defend, indemnify and save the County entirely harmless from any and all claims, demands, damages, actions, and/or causes of action arising or to arise against the Contractor or his employees, or the County of Fillmore by reason of the Contractor' s operations under this Contract or the contractor' s use of any process, equipment, machinery or material in furnishing of the same.

IX.

In view of the character of the services to be rendered, the Contractor shall neither assign his right to this Contract, nor the rights accruing or to accrue under this contract, unless such assignment is agreed to in writing by the County.

X.

The Contractor agrees to comply with all licensing and ordinances and laws of the County and of the municipalities located therein, the State of Minnesota, the United States of America or any other governmental subdivision.

XI.

Notwithstanding the provisions of the Contract, the Contractor shall be allowed to charge and collect fair and reasonable fees from any individual, partnership or corporation from whom services are performed under this Contract. It is understood and agreed that the county is in no way responsible for the collection of these fees and charges and that this responsibility rests solely with the Contractor.

XII.

The County agrees to pay to the Contractor during the term of this agreement \$4,500.00 for the period of January 1, 2016 through December 31, 2016. The County will make one payment for a total of \$4,500.00 for this contract period. Payment shall be made when all contracts from the contractor herein and other contractors for emergency service in Fillmore County are received.

XIII.

The parties hereto agree that the terms of this Contract shall be a period of 12 months, commencing on January 1, 2016 through December 31, 2016.

XIV.

The funds paid by the County to the Contractor shall be used solely for the Contractor's ambulance service and shall not, for any reason, be used for any purposes not connected directly to said ambulance service. Contractor further agrees to furnish the county a complete itemization of how said funds were utilized for ambulance services not later than 30 days after the termination of this agreement.

In the event that any said funds were not used for ambulance services, this agreement shall be considered breached for said Contractor and any and all funds received by said Contractor under this agreement shall be returned to said County immediately.

XV.

Notwithstanding anything to the contrary, this agreement may be terminated on one hundred twenty (120) days notice in writing by either party to the other. In the event of any lack of compliance with the terms hereof on the part of the Contractor to maintain his insurance, the County shall give to the Contractor written notice of such lack of compliance and the Contractor shall have thirty (30) days within which to remedy such situation. If at the end of said thirty (30) days notice, the lack of compliance has not been remedied, this Contract may be terminated by written notice from the County to the Contractor with one hundred twenty (120) days notice. If termination occurs before the one year term specified in paragraph XIII above, the City shall keep, or the County shall pay, if not yet paid, that portion of the payments called for, under paragraph XII above, on a pro-rated basis.

XVI.

The County of Fillmore will furnish a twenty-four (24) hour answering service and dispatch service through the County Sheriff's Office. The Contractor will maintain two-way radios in said ambulance to be operated on the same frequency as the Hospital's Radio Communication Equipment, and the Contractor shall obtain all necessary licenses and certificates to operate said radios on said frequency. The County agrees to execute any consent necessary for the Contractor to obtain such licenses.

Dated at Preston, Minnesota this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF SPRING VALLEY

FILLMORE COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Chairman

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Fillmore County Auditor/Treasurer

**David Kiehne**  
**Fillmore County Recorder**  
**Registrar of Titles**

Compliance with Recording Requirements  
Report to Fillmore County Board of Commissioner's

Office of The Fillmore County Recorder, for calendar year **2015**,

**Certification of compliance with recording requirements.**

Statute No. 357.182 , **Subd. 6.**

Effective beginning in 2007 for the 2008 county budget and in each year thereafter, the county recorder and registrar of titles for each county shall file with the county commissioners, as part of their budget request, a report that establishes the status for the previous year of their compliance with the requirements established in subdivision 3. If the office has not achieved compliance with the recording requirements, the report must include an explanation of the failure to comply, recommendations by the recorder or registrar to cure the noncompliance and to prevent a recurrence, and a proposal identifying actions, deadlines, and funding necessary to bring the county into compliance.

In 2015 the Fillmore County recorder's office, recorded a total of 4,413 paid documents. Of that total, 3,708 were paper Abstract documents, 700 were Electronic recording documents, and 5 paper Torrens Documents, 100% of all electronically recorded documents were returned to the submitter or the submitters requested return address, in 5 business days or less.

100% of all paper documents submitted in recordable form were returned to the submitter or the submitters requested return address, in 10 business days or less.

The Fillmore County Recorder Office for calendar year 2015,

I certify that this statement is true and correct.

David Kiehne

Dated: 1/14/2016

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*David Kiehne*

Fillmore County Recorder

**David Kiehne**  
**Fillmore County Recorder**  
**Registrar of Titles**

Recordable form requirements:

Original document or certified copy, dated, signed and notarized, complete legal description, drafted by statement, well disclosure or statement and correct fees for recording, deed tax and mortgage registration tax, included.

Subd. 3. **Recording requirements.** Each county recorder and registrar of titles shall, within 15 business days after any instrument in recordable form accompanied by payment of applicable fees by customary means is delivered to the county for recording or is otherwise received by the county recorder or registrar of titles for that purpose, record and index the instrument in the manner provided by law and return it by regular mail or in person to the person identified in the instrument for that purpose, if the instrument does not require certification of no-delinquent taxes, payment of state deed tax, mortgage registry tax, or conservation fee. Each county must establish a policy for the timely handling of instruments that require certification of no-delinquent taxes, payment of state deed tax, mortgage registry tax, or conservation fee and that policy may allow up to an additional five business days at the request of the office or offices responsible to complete the payment and certification process.

For calendar years 2009 and 2010, the maximum time allowed for completion of the recording process for documents presented in recordable form will be 15 business days. For calendar year 2011 and thereafter, the maximum time allowed for completion of the recording process for documents presented in recordable form will be ten business days. Instruments recorded electronically must be returned no later than five business days after receipt by the county in a recordable format.

Subd. 4. **Compliance with recording requirements.** For calendar year 2007, a county is in compliance with the recording requirements prescribed by subdivision 3 if at least 60 percent of all recordable instruments described in subdivision 3 and received by the county in that year are recorded and returned within the time limits prescribed in subdivision 3. In calendar year 2008, at least 70 percent of all recordable instruments must be recorded and returned in compliance with the recording requirements; for calendar year 2009, at least 80 percent of all recordable instruments must be recorded and returned in compliance with the recording requirements; and for calendar year 2010 and later years, at least 90 percent of all recordable instruments must be recorded and returned in compliance with the recording requirements.

Subd. 5. **Temporary suspension of compliance with recording requirements.** Compliance with the requirements of subdivision 4 may be suspended for up to six months when a county undertakes material enhancements to its systems for receipt, handling, paying of deed and mortgage tax and conservation fees, recording, indexing, certification, and return of instruments. The six-month suspension may be extended for up to an additional six months if a county board finds by resolution that the additional time is necessary because of the difficulties of implementing the enhancement.

# FILLMORE COUNTY

DAVID KIEHNE  
Fillmore County Recorder  
Preston MN 55965-0465  
P.O. 465  
[dkiehne@co.fillmore.mn.us](mailto:dkiehne@co.fillmore.mn.us)

Phone (507) 765 - 3852 FAX (507) 765 - 2802

1/14/2016

Annual expenditures from Recorder Allocated & Unallocated Accounts  
Subject to approval by Technology committee and County board  
Total projected expenditures \$36,421

Allocated: **\$18,950 total**

#6637 Recording Software Maintenance (Tyler -CSA) (\$6350,  
# 6310 Copier lease & Use fees (Metro Sales (\$4500

#6310 Kip Copier maintenance Fee (\$1,945)  
#6637 Maintenance fee Redwing Accounting software (\$620)  
#6637 Maintenance Fee Application Extender software (\$5535)

Unallocated: **\$11,471, total**

#6637 Arc View Annual fee (\$8971 (part reimbursed from sheriff and SWC  
#6280 Prowest Web Site Consulting (monthly, 2015 pay \$2500,

\$6,000 bill to pay for Soils Module when installed in 2016  
(approved in 2015)

budgeted for 2016

Allocated

100-6310- \$8,000 (contracts)  
100-6637- \$31,300 (software  
100-6639- \$2,000 (asset  
100-6640- \$5,500 (equipment

UnAllocated

106-6280- \$8,500 (GIS)  
106-6340- \$2,000 (Section corners)  
106-6371- \$12,000 (cama & tax  
106-6637- \$14,000 (software  
106-6639- \$2,500 (asset  
106-6640- \$10,000 (equipment

**FILLMORE COUNTY PURCHASE OF  
TRANSPORTATION SERVICES CONTRACT**

Fillmore County Department of Human Services, 902 Houston Street NW, Suite 1, Preston, MN 55965, hereinafter referred to as the "Agency," and Semcac Transportation, 204 S. Elm Street, P.O. Box 549, Rushford, MN 55971, hereinafter referred to as the "Contractor," enter into this contract from January 1, 2016 to December 31, 2016.

**WHEREAS**, the Contractor is an organization listed and approved by Fillmore County to provide transportation services as specified in Article 1.a.; and

**WHEREAS**, the Agency, pursuant to Minnesota Statutes § 373.01, § 373.02 § 256E.31 and 256.0625 subd. 17 resolves to purchase such services from the Contractor under Minnesota Statute 375.18 subd. 15; and

**WHEREAS**, the Contractor represents that it is duly qualified and willing to perform such services; and has submitted the following identification numbers: Federal Tax ID #41-0907135; and NPI number A179326800;

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

**Article 1. Contractor's Duties.** A). As specified in the Minnesota Community Social Services Act (Minnesota Statute 256E), the Agency agrees to purchase and the Contractor agrees to furnish the following: Operation of the Semcac Volunteer Driver Program in Fillmore County providing medical transportation services for persons qualified for Medical Assistance and Social Service transportation services for persons referred by the Agency as shown in the chart below.

	Medical Services			Appeal	Other Services	
		Meals	Lodging	Transport	Transportation	Transport with Prior approval
MA Recipients & MN Care Pregnant Women and Children	Fee for Service	Yes	Yes	Yes	Yes	N/A
Non-MA		N/A	N/A	N/A	N/A	Yes

B).The Contractor also agrees to provide the following:

- 1) An explicit description of the services to be provided;
- 2) An exposition of the staffing, including job descriptions and professional qualifications of personnel;
- 3) An organizational chart;

- 4) The number of Medical Assistance qualified participants;
- 5) Program budget

C). The Contractor shall notify the Agency in writing and within ten (10) days whenever it is unable to, or going to be unable to, provide the required quality or quantity of services agreed to under this contract. Upon such notification, the Agency shall determine whether such inability by the Contractor will require modification or cancellation of this contract.

**Article 2. Cost and Delivery of Purchased Services.** The total amount to be paid for the purchased services shall not exceed the rates as shown below.

<b>Volunteer Driver Service</b>	
Loaded mile	IRS standard mileage rate
MA Unloaded mile	½ of the IRS mileage rate
Exception: For rides within city limits that are less than 15 loaded miles	\$8.00
Parking * (within restrictions)	Cost
Meals * (within restrictions)	Cost
<b>Administration of Volunteer Driver Program</b>	
Per Ride	\$19.71 per ride

<b>Public Bus Service</b>	
Per Ride	Normal fare price per ride
<b>Administration of Bus Service Program</b>	
Per Ride	\$10.00 per ride

\*See Minnesota Department of Human Services Healthcare Manual and Bulletin number 10-21-02.

The Contractor certifies that the services to be provided under this contract will be provided without cost to persons who are qualified for reimbursement. The Contractor also certifies that payment for the purchased services will be in accordance with payment rates that do not exceed amounts reasonable and necessary to assure quality services. The Contractor further certifies that payment rates do not reflect any administrative or program costs assignable to private pay or third-party pay service recipients.

**Article 3. Eligibility for Services.** The parties understand and agree that the eligibility of the client to receive purchased services will be determined by the Agency; or

The parties understand and agree that the Agency shall determine preliminary and final client eligibility. The Agency shall notify the client, in writing and at least ten (10) days prior to the

proposed action, of the proposed termination of services and notify him/her of his/her right to appeal this action.

The Contractor shall verify client eligibility for Medical Assistance reimbursement prior to providing transportation.

The Contractor shall notify the Agency and the client in writing whenever the Contractor proposes to discharge or terminate services(s) to a client. The notice must be sent prior to the proposed date of discharge or termination of service(s). The Contractor shall not discharge or terminate services to a client prior to the proposed date unless delay would seriously endanger the health, safety, or well-being of other clients, service recipients, or volunteer drivers.

The Contractor shall establish written procedures for discharging a client or terminating services to a client. The written procedures shall include:

- a. A summary of findings, processes, and plans transmitted with the client.
- b. Any other pertinent information justifying the termination of service to the client.

**Article 4. Payment for Purchased Services.** The Contractor shall, within thirty (30) days following the last day of each calendar month, submit a standard invoice to the Fillmore County. The invoice shall show: (1) total program and administrative expenditures for the month; and (2) an itemized account of each reimbursement eligible individual which identifies the service(s) provided with the number of units and cost per unit, including administrative costs allocated to the provision of purchased services to reimburse Medical Assistance qualified participants.

Separate invoices will be submitted for Medical Assistance, and for Social Service transportation payments.

The Agency shall, within 30 days of the date of receipt of the invoice, make payment to the Contractor for all reimbursement-eligible clients identified on the invoice.

**Article 5. Audit and Record Disclosure.** The Contractor shall send the following statistical and social services reports to the Agency if requested:

- a. Annual quality assurance evaluation.
- b. Summary of services provided including total number of clients served, total rides, total miles, and total hours, provided for the contract year.

The Contractor shall allow personnel of the Agency, the Minnesota Department of Human Services, and the Health Care Financing Administration, access to its facility and records, at reasonable hours, to exercise their responsibility to monitor purchased services.

The Contractor shall maintain all records pertaining to this contract for audit purposes at Semcac Transportation, 204 S. Elm St., Rushford, MN 55971 for six (6) years.

Records Disclosure/Retention: Contractor's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription, and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Contractor agrees to maintain such evidences for a period of six (6) years from the date of services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

**Article 6. Safeguarding of Client Information.** For purposes of executing its responsibilities and to the extent set forth in this contract, the Contractor shall be considered part of the welfare system as defined in Minnesota Statutes § 13.46, subdivision 1. The Contractor's employees and agents shall have access to private or confidential data maintained by the Agency to the extent necessary to carry out the Contractor's responsibilities under this contract. The Contractor agrees to comply with all the requirements of the Minnesota Data Practices Act in providing services under this contract.

The Semcac Transportation Director is the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of this contract. *See* Minnesota Statutes § 13.46, subdivision 10. The Contractor accepts responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Minnesota Data Practices Act. No private or confidential data collected, maintained, or used in the course or performance of this contract shall be disseminated, except as authorized by statute, either during the period of this contract or hereafter.

Data Practices: For purposes of this Contract all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract is subject to the requirements of the Minnesota Data Practices Act, Minn. Stat. Chapter 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as the Federal laws on data privacy, and Contractor must comply with those requirements as if it were a governmental entity. The remedies in section 13.08 apply to the Contractor. Contractor does not have a duty to provide access to public data to the public if the public data are available from the governmental agency (County), except as required by the terms of this Contract. All subcontracts shall contain the same or similar data practices compliance requirements.

The Contractor agrees to indemnify, save and hold the Agency, its agents and employees harmless from all claims arising out of, resulting from or in any manner attributable to any violation of any provisions of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce the provisions of this contract.

**Article 7. Civil Rights and Nondiscrimination.**

In the performance of obligations under this contract, the Contractor agrees to comply with the Constitution of the United States and of the State of Minnesota; Title VI of the Civil Rights Act of 1964 and pertinent regulations at 45 C.F.R. 80; Executive Order 11246, Equal Employment Opportunity, dated September 24, 1965; 42 C.F.R. Part 434.25; 42 C.F.R. 434.27(a)(2); Section

504 of the Rehabilitation Act of 1973 and pertinent regulations at 45 C.F.R. 90; Minnesota Statutes § 363.073; and any other laws, regulations, or orders that prohibit discrimination on the grounds of race, sex, color, age, religion, health status, physical disability, sexual orientation, national origin, or public assistance status.

**Article 8. Equal Opportunity Employment.** The Contractor shall not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled individuals without discrimination based on their physical or mental disability in all employment practices such as the following: employment, upgrading, demonstration or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act. (When Applicable) Contractor also certifies that it has received a certificate of compliance form from the Commissioner of Human Rights pursuant to Minnesota Statutes § 363A.36.

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

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled individuals and applicants for employment, and the rights of applicants and employees.

(When Applicable) The Contractor shall notify each labor union or representatives of workers with whom it has a collective bargaining agreement or contractual understanding, that the Contractor is bound by the terms of Minnesota Statute § 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.

**Article 9. Bonding, Indemnity, and Insurance.** The Contractor agrees to at all times during the term of this contract have and keep in force a liability insurance policy in the minimum amount of \$1,000,000 for bodily injury or property damage per occurrence and \$2,000,000 general aggregate. An Excess or Umbrella Liability policy may be used in conjunction with primary coverage limits to meet the minimum limit requirements. The Contractor will furnish an original Certificate of Insurance as evidence of required coverage to the Agency with the executed contract.

Any insurance required to be carried by the Contractor shall be primary and not excess to any other coverage carried by the Agency. In the event the Contractor fails to keep in effect at all times the specified insurance coverage, the Agency may, in addition to any other remedies it may have, terminate the contract upon the occurrence of such event, subject to the provisions of the contract.

The Contractor agrees to defend, indemnify, and hold the Agency, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses arising out of any act or omission on the part of the Contractor, or its subcontractors, partners or independent contractors or any of their agents or employees in the performance of or with relation to any of the work or services to be performed or furnished by the Contractor or the subcontractor, partners, or independent contractors or any of their agents or employees under the agreement.

**Article 10. Audit.** The books, records, documents, and accounting procedures and practices of the Contractor relevant to this contract shall be subject to examination by the Agency, the Minnesota Department of Human Services, the Minnesota Legislative Auditor and the Federal Health Care Financing Administration.

The Contractor agrees that within 6 months of the close of its fiscal year an audit will be conducted by a Certified Public Accounting Firm, which meets the requirements of the Single Audit Act and the Office of Management and Budget, Circular No. A-128 or A-133, as applicable. After completion of the audit, a copy of the audit report must be filed with the Agency. A failure to comply with these requirements could result in forfeiture of federal funds.

**Article 11. Conditions of the Parties Obligations.** It is understood and agreed that in the event that 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 quantity of services indicated in this contract, the obligations hereunder of both parties shall terminate.

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

Before the termination date specified in Article 1 of this contract, the Agency may evaluate the performance of the Contractor in regard to the terms of this contract to determine whether such performance merits renewal of the contract.

Any alterations, variations, modifications or waivers of this contract shall be valid only when reduced to writing, signed and attached to this contract.

No claims for services furnished by the Contractor, but not specifically provided for in this contract, will be allowed by the Agency. Nor shall the Contractor do any work or furnish any services not covered by this contract, unless it is approved in writing by the Agency. Such approval shall be considered a modification of this contract.

If there is a revision of federal regulations, which could make this contract ineligible for federal financial participation, the parties shall review this contract and renegotiate those items necessary to bring the contract into compliance with federal regulations.

**Article 12. Subcontracting.** The Contractor shall not enter into subcontracts for any of the goods and services contemplated under this contract without written 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.

**Article 13. Entire Agreement.** The parties understand and agree that the entire agreement of the parties is contained herein and that this contract supersedes all oral agreements and negotiations between the parties relating to this subject matter. All items referred to in this contract are incorporated or attached and deemed to be part of the contract. Any amendments to this contract shall be in writing, signed by all parties and attached hereto.

IN WITNESS WHEREOF, The Agency and the Contractor have executed this agreement as of the day and year first above written:

Approved as to form and execution this \_\_\_ day By: \_\_\_\_\_  
of \_\_\_\_\_, 20\_\_ Director, Fillmore County Human Service

Dated: \_\_\_\_\_

\_\_\_\_\_  
Clerk Fillmore County Board

By: \_\_\_\_\_  
Chairperson, Fillmore County Board

Dated: \_\_\_\_\_

By: Wayne D. Stenby  
Executive Director of Semcac

Dated: 11/30/15

By: [Signature]  
Semcac Transportation Director

Dated: 11/30/15



## PURCHASE OF SERVICE AGREEMENT

Fillmore County

This Agreement is made and entered into by and between Fillmore County, hereinafter referred to as the COUNTY, and Workforce Development, Inc., 2070 College View Road East Rochester, MN 55904, Federal Identification Number: 41-1484613, Minnesota State Tax Identification Number: 4986064, hereinafter referred to as the PROVIDER.

### WITNESSETH

WHEREAS, the Provider is an approved vendor according to the Minnesota Statutes, Section 256M.90 to provide services as specified under Section 1, paragraph a; and

WHEREAS, Funds have been made available to the COUNTY through the Minnesota Department of Human Services for the purpose of providing services authorized for MFIP and DWP Employment & Training under Minnesota State Statutes 256J.49 2256.73, and Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Public Law 104-193 Title I, and

WHEREAS, the PROVIDER represents itself to the COUNTY as qualified to perform the services herein agreed to, and

WHEREAS, the COUNTY is desirous of entering into an agreement with the PROVIDER to provide said services;

NOW, THEREFORE, In consideration of the premises, and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

1. PROGRAM: The foregoing recitals are made part of this agreement by reference. The PROVIDER shall implement the Budget (Exhibit A), the Minnesota Family Investment Program (MFIP) Work Plan (Exhibit B) and the Diversionary Work Program Work Plan (Exhibit C), which is incorporated herein by reference as a part of this agreement.
2. DUTIES AND PAYMENT: The PROVIDER is hereby authorized to expend funds for the MFIP Program in accordance with the following:
  - a. Available Funds: The total estimated amount allocated for this agreement shall not exceed \$117,786 per contract period, as limited by the COUNTY'S MFIP/DWP budget or the amounts in Exhibit A. It is understood and agreed that in the event funding to the COUNTY is not continued at a level sufficient to allow for the indicated level of funding to the PROVIDER, and obligations of each party hereunder shall thereupon be canceled, provided that any cancellation of this agreement shall be

without prejudice to any obligations or liabilities of the parties already accrued prior to such cancellation.

- b. Cost and delivery of purchased services: The cost of this Agreement shall not exceed \$117,786 per contract period.

Up to \$117,786 per this contract period may be paid to the PROVIDER, at actual cost of services, for staff services including orientation, individualized career counseling, case management, staff intervention activities with other agencies, vocational assessment, job search sessions, and for marketing directly to employers. In addition to actual invoiced costs of training and supportive services provided by a third party vendor up to \$4,707 for MFIP and up to \$3,161 for DWP of the above-referenced total employment and training expenditures may be used for administration.

- 3. TERM OF AGREEMENT: This agreement shall be effective on January 1, 2016, and shall remain in effect until December 31, 2016, or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first. This Contract may be extended by written agreement between the COUNTY and the PROVIDER.
- 4. TERMINATION: If, at any time, funds in support of this agreement become unavailable, this agreement shall be terminated immediately upon written notice of such fact by the COUNTY to the PROVIDER. In the event of such termination, the PROVIDER shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
  - a. Termination for Convenience: Either party to this agreement may request a termination for convenience. The party will give a 30-day advance notice, in writing, of the effective date of the termination. The PROVIDER shall be entitled to receive just and equitable compensation for any services satisfactorily performed hereunder through the date of the termination.
  - b. Termination of Cause: The COUNTY shall terminate the Agreement when it is determined the PROVIDER has failed to provide any of the services specified or has failed to comply with any of the provisions contained in this Agreement. If the PROVIDER fails to perform in whole or in part under this Agreement, or fails to make sufficient progress so as to endanger performance, the COUNTY will notify the PROVIDER of such unsatisfactory performance in writing. The PROVIDER will have ten (10) working days in which to respond with a plan to correct the deficiencies agreeable to the COUNTY. If the PROVIDER does not respond to the COUNTY with an appropriate corrective action plan, the COUNTY will notify the PROVIDER of immediate termination of the Agreement. In the event of such termination, the COUNTY shall be liable for payment only for services rendered prior to the effective

date of the termination, provided that such services performed are in accordance with the provisions of the Agreement.

5. DISPUTES:

- a. The PROVIDER agrees to attempt to resolve disputes arising from the Agreement by administrative process and negotiation in lieu of litigation. Continued performance during disputes is assured.
- b. Any dispute concerning a question of fact arising under this Agreement which is not settled by informal means, shall be decided by the COUNTY'S authorized representative, who shall furnish the PROVIDER with a written decision.
- c. The PROVIDER will be allowed the opportunity to offer evidence and be heard in appeal of the COUNTY'S decision. Pending final decision, the PROVIDER shall proceed in performance of this Agreement in accordance with the COUNTY'S initial decision.
- d. This DISPUTES clause does not preclude consideration of law questions in connection with decisions provided above provided that nothing in this Agreement shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

6. GRIEVANCE PROCEDURE: The PROVIDER will follow the grievance procedure established by the COUNTY and the Department of Human Services to resolve issues between the PROVIDER and the program participants.

7. RECORDS AND REPORTS: Pursuant to Minnesota Statutes 16c.05. Sgbd.5, the PROVIDER will maintain records, books, documents and other evidence and accounting procedures and practices that are relevant to this agreement. Such records, including participant information, shall be maintained for six years after the submission of the final report by the PROVIDER, or the COUNTY makes the final payment, whichever is later, for audit purposes. Such records will be considered the property of the COUNTY.

The PROVIDER agrees that authorized representatives of the COUNTY, state and federal agencies will, during regular business hours and as often as such authorized representatives, deem necessary, have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, records, which are pertinent and involve transaction relating to this agreement.

The PROVIDER further agrees to submit in a timely fashion all program reports and corrective actions as may be required by program regulations and COUNTY policies or as a result of monitoring activities.

If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 6-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 6-year period, whichever is later.

8. LIABILITY:

- a. Bonding: The PROVIDER shall obtain and maintain, at all times during the term of this agreement, a blanket dishonesty bond in an amount not less than \$50,000.00 per person, covering the activities of all persons authorized to receive or distribute monies. Written verification of such bond shall be furnished to the COUNTY prior to the execution of this agreement.
- b. Indemnity: The PROVIDER agrees to defend, indemnify and hold the COUNTY, its officers and employees harmless from any liability, claims, damages, costs, judgments or expenses, including attorney's fees, resulting directly or indirectly from an act or omission of the PROVIDER, its agents, employees or contractors in the performance of the services provided by this agreement and against all loss by reason of the failure of the PROVIDER to perform, in any respect, all obligations under this agreement.
- c. Insurance: The PROVIDER further agrees that during the existence of this agreement it will indemnify and hold harmless the COUNTY from any and all liability which may be claimed against the PROVIDER:
  - i. By reason of any reimbursable cost resulting from an eligible participant suffering injury, death, or property loss while participating in services from the PROVIDER or while being transported to/from said premises in any vehicle owned, operated, chartered, or otherwise contracted for by the PROVIDER or
  - ii. by reason of any client causing injury/damage to another person or property during any time when the PROVIDER has undertaken or is furnishing the services called for under this agreement.
  - iii. the PROVIDER further agrees that it will at all times during the term of this agreement have and keep in force insurance. Any policy obtained and maintained under this clause shall provide that the policy shall not be canceled, materially changed, or not renewed without thirty (30) days prior notice thereof to the COUNTY.
  - iv. the PROVIDER will have Workers Compensation Insurance, if applicable.

- v. the PROVIDER will furnish to the COUNTY certificates of bonding and insurance prior to the effective date of this agreement.
- vi. the COUNTY may withhold payment for failure of the PROVIDER to furnish certificates of bonding and insurance as required above.
- vii. in the event that claims or lawsuits shall arise jointly against the PROVIDER and the COUNTY, and the COUNTY elects to present its own defense using its own counsel, in addition to or as opposed to legal representation available by the insurance carrier providing general liability coverage and/or automobile liability under this clause, then such legal expense shall be borne by the COUNTY.

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The PROVIDER'S liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.732, et seq., and other applicable law. The COUNTY'S liability shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466, and other applicable law. This clause shall not be construed to bar legal remedies one party may have for the other party's failure to fulfill its obligations under this agreement.

- 9. INDEPENDENT CONTRACTOR: It is agreed by both parties that at all times and for all purposes within the scope of this agreement the relationship of the PROVIDER to the COUNTY is that of an independent contractor. The PROVIDER is not a county employee.
- 10. SPECIAL ADMINISTRATIVE PROVISIONS: The PROVIDER agrees to administer the program in accordance with authorized legislation, as amended, and the regulations and guidelines promulgated thereunder. The PROVIDER also agrees to comply with other applicable Federal and State laws. In the event that these laws, regulations or policies are amended at any time during the term of this agreement, the PROVIDER shall comply with such amended laws, regulations or guidelines.
  - a. Audits: The PROVIDER agrees to have an annual audit in accordance with Office of Management and Budget (OMB) Circular No. A-128 "Audits of State and Local Governments", or OMB Circular No. A-133 Audits of Institutions of Higher Education and Other Non-Profit Organizations", as these circulars apply to the PROVIDER.

The COUNTY agrees to submit to the PROVIDER, prior to the audit activity, a report which specifies the amount of federal and state funds which comprise the total payments made to the PROVIDER.

A copy of the audit shall be provided to the COUNTY immediately upon its completion.

- b. Program Standards: The PROVIDER agrees to comply with OMB Circulars No. A-21, A-87, A-102, A-110, A-112, OASC-10, and Federal Treasury Circular No. 1075, as those circulars relate to its particular agency in the utilization of funds, the operation of programs, and the maintenance of records, books, accounts and other documents under the authorizing legislation, as amended.

The PROVIDER agrees to comply with the sections of the Code of Federal Regulations that are relevant to the program(s) covered under this agreement. The PROVIDER agrees to comply with all State Instructional Bulletins and policies, as amended. The COUNTY agrees to give the PROVIDER copies of the applicable circulars, laws and regulations under which these funds are granted.

- c. Non-Discrimination Statement: The PROVIDER will comply with:
  - i. Title VI of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, which generally prohibits discrimination on the grounds of race, color, or national origin, and applies to any program or activity receiving federal financial aid.
  - ii. Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, which generally prohibits discrimination based on race, color, religion, sex or national origin and applies to all employers, including State and local governments, public and private employment agencies and labor organizations. Any employment and training program sponsor or contractor which falls within one of these definitions would, of course, be covered by Title VII.
  - iii. The Rehabilitation Act of 1973, as amended, which generally prohibits discrimination on the basis of disability in programs that are federally-funded.
  - iv. The Age Discrimination in Employment Act of 1967, as amended, which forbids employment discrimination against anyone over the age of 40 years.
  - v. The Equal Pay Act of 1963, which amends the Fair Labor Standards Act, and is aimed at abolishing wage disparity based on sex.

- vi. Title IX of the Education Amendments of 1972, as amended, which generally provides that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance.
  - vii. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.
  - viii. The Americans with Disabilities Act of 1990, as amended, which prohibits discrimination based on disabilities in the areas of employment, public services, transportation, public accommodations and telecommunications.
- d. Affirmative Action: The PROVIDER certifies that it has received a Certificate of Compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363A.36.
  - e. The PROVIDER agrees to comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended, which provides for fair and equitable treatment of persons displaced as a result of federal or federally-assisted programs.
  - f. The PROVIDER agrees that program participants shall not be employed in the construction, operation or maintenance of any facility which is used for religious instructions or worship.
  - g. The PROVIDER agrees to comply with the provisions of Chapter 15, Title 5 of the United States Code with regard to political activity.
  - h. The PROVIDER agrees to ensure that its employees and agents are properly trained in and fully comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, in particular 13.03-13.04, and with respect to "data on individuals" as defined by 13.02, subd. 5., when information is collected, received, stored, used, created, or disseminated pursuant to this agreement. It is the intent of the PROVIDER to remain in compliance with the ACT. This agreement shall be supplemented by the requirements of the Act, as needed. Further, if any procedure or provision contained herein is inconsistent with those requirements, as they may be amended, the specific provisions of the Act shall be controlling.
  - i. The PROVIDER agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)),

section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

- j. The PROVIDER agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
11. ASSIGNMENT: The PROVIDER shall neither assign nor transfer any rights or obligations under this agreement without prior written consent of the COUNTY. The provisions of this agreement applicable to the PROVIDER shall also be applicable to subgrants made by the PROVIDER from funds obtained under this agreement.
12. PRE-GRANT COSTS: Costs incurred 30 days prior to the effective date of this agreement, which were incurred in anticipation of this award and have been specifically authorized and approved in writing by the COUNTY, are allowable costs to the extent that they would have been allowable had they been incurred after the effective date of this agreement.
13. MODIFICATIONS: Any modifications to this agreement shall be in writing and shall be executed by the same parties who executed the original agreement, or their successors in office.
14. DEBARMENT AND SUSPENSION CERTIFICATION: The PROVIDER agrees to follow the President's Executive Order 12549 and the implementing regulation "Non-procurement Debarment and Suspension: Notice and Final Rule and Interim Final Rule," found in Federal Register Vol. 53, No. 102, May 26, 1988, including Appendix B, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions"; unless excluded by law or regulation.
15. LOBBYING CERTIFICATION AND DISCLOSURE: The PROVIDER shall comply with Interim Final Rule, New Restriction on Lobbying, found in Federal Register Vol.55, No. 38, February 26, 1990, and any permanent rules that are adopted in place of the Interim Rule. The Interim Rule requires the PROVIDER to certify as to their lobbying activity. The Interim Final Rule implements Section 319 of Public Law 101-121. Section 319 generally prohibits recipients of Federal contracts, grants and loans from using appropriated funds for lobbying the Executive or Legislative branches of the Federal Government in connection with a specific contract, grant or loan.
16. MAINTENANCE OF EFFORT: The PROVIDER agrees that the level of services, activities and expenditures it has devoted to similar services prior to the initiation of this agreement will be continued and not reduced in any way as a result of this agreement except for reductions unrelated to the provisions or purposes herein stated.

17. CONFLICT OF INTEREST: The PROVIDER assures that no person under its employ, who presently exercises any administrative responsibilities under this program, has any personal or financial interest, direct or indirect, in this agreement. Further, no person having such a conflicting interest shall be employed under this agreement. In any event, such conflict of interest must be disclosed in writing to the COUNTY.
18. CODE OF CONDUCT: The PROVIDER assures proper conduct on the part of its employees and understands the effects of U.S. Code, Title 18, Sec. 665, which states, as follows:
  - (18)(a) Whoever, being an officer, director, agent, or employee of, or connected in any capacity with any agency or organization receiving financial assistance or any funds under the Job Training Partnership Act or title I of the Workforce Investment Act of 1998 knowingly enrolls an ineligible participant, embezzles, willfully misapplies, steals, or obtains by fraud any of the moneys, funds, assets, or property which are the subject of a financial assistance agreement or contract pursuant to such Act shall be fined under this title or imprisoned for not more than 2 years, or both; but if the amount so embezzled, misapplied, stolen or obtained by fraud does not exceed \$1,000, such person shall be fined under this title or imprisoned not more than 1 year, or both.
  - (18)(b) Whoever, by threat or procuring dismissal or any person from employment or of refusal to employ or refusal to renew a contract of employment in connection with a financial assistance agreement or contract under the Job Training Partnership Act or title I of the Workforce Investment Act of 1998 induces any person to give up any money or thing of value to any person (including such organization or agency receiving funds) shall be fined under this title, or imprisoned not more than 1 year, or both.
  - (18)(c) Whoever willfully obstructs or impedes or willfully endeavors to obstruct or impede, an investigation or inquiry under the Job Training Partnership Act or title I of the Workforce Investment Act of 1998, or the regulations there under, shall be punished by a fine under this title, or by imprisonment for not more than 1 year, or by both such fine and imprisonment.
19. GRANT CLOSE-OUT: No costs are to be incurred under this agreement after December 31, 2016. Within 45 days of the completion of the agreement, the PROVIDER shall comply with all close-out or auditing procedures established by the COUNTY.
20. PROPERTY: All purchases of consumable supplies or materials, capital equipment and/or services made pursuant to this agreement shall be made by purchase order or by written contracts.

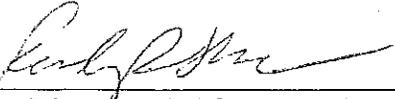
All items of non-expendable property acquired by the PROVIDER with funds awarded under this agreement shall be considered capital equipment and shall be inventoried as property of the State. An item of property shall be considered capital equipment if it meets any or all of the following: (a) has a unit cost of not less than \$2,500.00 or has a service life in excess of one year, regardless of cost; (b) is either complete within itself or is a major component of another item of property, (c) by definition cannot be described either as supplies or materials; (d) will not be consumed or lose its identity.

The PROVIDER will follow the provisions of OMB Circular A-102.32 or OMB Circular A-110 Attachment N, as applicable, in the use, management and disposition of property purchased with funds under this agreement.

The COUNTY or PROVIDER will obtain advance written approval from the State for purchase of property with a unit cost of \$2,500.00 or more.

IN WITNESS WHEREOF, COUNTY and PROVIDER have signed the agreement on the dates written below:

**FOR THE PROVIDER**

By   
Executive Director, Workforce Development, Inc.

Date 10/26/15

**COUNTY OF FILLMORE**

By \_\_\_\_\_  
Chair, Fillmore County Board

Date \_\_\_\_\_

By \_\_\_\_\_  
Director, Fillmore County Human Services

Date \_\_\_\_\_

**FOR THE COUNTY**

Approved as to legality, form and execution:

By \_\_\_\_\_  
Fillmore County Attorney

Date \_\_\_\_\_

Exhibit A  
2016 Budget

County of Fillmore

Budget for MFIP/DWP \$117,786

MFIP	\$ 62,771
MFIP Wage Subsidy	\$ 5,000
DWP	\$ 42,147
Admin	\$ 7,868
	<u>\$ 117,786</u>

MFIP	
Direct Program	\$ 55,271
Wage Subsidy	\$ 5,000
Client Services	\$ 7,500
Administration	\$ 4,707
Total	<u>\$ 72,478</u>

DWP	
Direct Program	\$ 37,147
Client Services	\$ 5,000
Administration	\$ 3,161
Total	<u>\$ 45,308</u>

Exhibit B  
Minnesota Family Investment Program (MFIP) Work Plan

PROVIDER responsibilities for the Minnesota Family Investment Program

1. Overview of MFIP – All participants will receive an overview of MFIP stressing the necessity of immediate employment, available services and the participant's obligations.
2. Assessment – The first appointment will start with an initial assessment and testing to determine the participant's ability to obtain and maintain employment. The Employability Measure will be used to identify participant strengths and areas that may challenge participant success. A thorough employment plan will be developed with each participant that outlines program expectations and participant activities that lead to the achievement of employment goals. The employment plan also outlines potential needs for available support services. Each participant will have an employment goal. If the participant is unable to find employment at the end of the 6-week job search, they will be screened for chemical dependency, mental illness or a learning disability. If a referral is needed, the case manager will follow up with the referral agency in regards to participant compliance.
3. All participants will be assigned a case manager. This case manager will meet with the participant at a minimum, weekly during the first two months and at least monthly when employed until he or she exits MFIP. The case manager will monitor for compliance and send out Notice of Intent to Sanction (NOITS) to the participant for non-compliance in addition to notifying the financial worker when to sanction.
4. Sanctioned participants – Any MFIP participant who is in sanction for non-compliance of employment service activities will be contacted at a minimum of one time per month and will be notified as to what he or she is required to do to remove the sanction. In the second month of sanction, a face-to-face review will be attempted. Prior to a case closing due to six-months of sanction, a face-to-face review will be attempted.
5. Job search class – Intensive six-week structured job search class beginning when the assessment is completed. Information on available jobs in the area will be given to participants in addition to assistance with interviewing, resumes and placement.
6. Paid and unpaid work experience will be encouraged for participants who are unable to find employment. These placements will be monitored closely and will be used in conjunction with job search and life skills classes.
7. Case Reviews – The case manager will have a minimum 3-month case review with each participant to review the current employment plan and make any adjustments needed. The 12-month review of all MFIP participants who have not worked in the past twelve months will consist of a desk review with the Welfare Reform Programs Manager. The case manager will take part with the financial workers in the 48-month review and the pre-60-month review.

Exhibit C  
Diversionary Work Program (DWP) Work Plan

PROVIDER responsibilities for the Diversionary Work Program

Goal – Participant to quickly obtain and retain unsubsidized employment.

1. COUNTY has one (1) working day to refer an eligible DWP participant to PROVIDER.
2. PROVIDER will make an appointment with a participant as soon as a referral is received.
3. Participant and PROVIDER case manager will meet, the initial assessment will be completed, and the employment plan will be signed. This shall be accomplished the same day referral is received, if possible. However, if it cannot be accomplished that day, shall be completed within ten (10) working days of the referral.
4. COUNTY will be notified by PROVIDER within one (1) day of participant meeting with the case manager and signing the employment plan. The employment plan shall be faxed to COUNTY. The initial meeting will stress the urgency and benefits of employment. The employment plan will address the immediate needs of the participant, the work-focused activities the participant will be involved in, and it will clearly establish time frames for completion of plan activities.
5. Participant shall immediately begin an intensive job search class and shall participate in plan activities a minimum of thirty-five (35) hours per week, unless special circumstances dictate otherwise.
6. Participants will be given job placement assistance including available job openings and assistance in contacting employers.
7. Referrals will be made to additional services, as needed.
8. If the participant fails to comply with requirements, COUNTY and participant will be notified by PROVIDER. The participant will then be notified as to what he or she needs to do to become compliant. When a participant comes into compliance, COUNTY will be immediately notified.
9. The case manager will notify the financial worker when a participant becomes employed.
10. The case manager will meet monthly with financial workers to review participant cases.
11. Quarterly meetings shall occur between COUNTY and PROVIDER to review participant progress and outcomes.

PURCHASE OF SERVICE AGREEMENT  
MENTAL HEALTH SERVICES

The Fillmore County Board of Commissioners, 101 Fillmore Street, Preston, MN 55965 (Fillmore County), through its local social services agency, Fillmore County Social Services hereafter referred to as the "County", and **Zumbro Valley Health Center**, 343 Woodlake Drive, Southeast, Rochester, MN 55904, hereafter referred to as the "Provider", enter into this Agreement for the period from January 1, 2016 to June 30<sup>th</sup>, 2016 and/or shall remain in effect until a new contract is signed by both parties or terminated under provisions of Section 25, Termination, paragraph a.

WITNESSETH

WHEREAS, the Provider is an approved vendor according to the Minnesota Statutes, Section 256.0112 to provide services as specified under Section 1, paragraph a; and

WHEREAS, Minnesota Statutes, Sections 245.461 to 245.486 and 245.487 to 245.4887 establishes the Comprehensive Adult Mental Health Act and the Comprehensive Children's Mental Health Act; and

WHEREAS, the County is required to provide mental health services in accordance with the Comprehensive Mental Health Act; and

WHEREAS, the Provider, pursuant to Minnesota Statutes, section 256D.06, subdivisions 5 and 5a, Minnesota Statutes 256D.54, is required to screen residents who may be eligible for SSI and provide screening results to Fillmore County; and

WHEREAS, the Provider is a an approved provider under Minnesota Rules, parts 9520.0750 to 9520.0870 or an approved vendor under published County criteria to provide mental health services to persons; and

WHEREAS, Fillmore County, pursuant to MN Statutes, section 373.01, 373.02, 245.465 and 256M.60, wishes to purchase such program services from the Provider; and

WHEREAS, the Provider represents that it is duly qualified and willing to perform such services. Federal Tax ID# 41-6052022;

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

1. Purchase of Service:
  - a. Pursuant to MN Statutes 256M (Vulnerable Children and Adults Act) and as further detailed in Attachment A to this Agreement, Fillmore County agrees to purchase and the Provider agrees to furnish the following services:

## SERVICE DESCRIPTION

Community Support Program (CSP) – Adult Case Manager/Mental Health Practitioner

- b. Purchased Services will be provided at Zumbro Valley Health Center, Harmony Office, 65 Main Ave N, Harmony, MN 55935 and/or locations as approved by Fillmore County.
2. Attachments/Contract Documentation:
- a. As a condition precedent to the execution of this Agreement, as well as enabling the County to document compliance with state and federal laws, rules and regulations, Provider shall provide the following documents or information in a form acceptable to the County.
    - Exhibit A: Program Narrative/Brochure, including description of services to be provided and eligibility criteria (when applicable)
    - Exhibit B: Job Descriptions and Professional Qualifications of Personnel
    - Exhibit C: Financial Data
    - Exhibit D: Organization Status and Structure, Names and Addresses of directors, partners, and/or officers as applicable
    - Exhibit E: Statistics
    - Exhibit F: Other, as follows: \_\_\_\_\_
  - b. All documents and/or information provided pursuant to this Section shall be maintained in the Agreement supporting documentation file and shall be considered a part of this Agreement.
3. Cost and Delivery of Purchased Services:
- a. The total amount to be paid for such Purchased Services shall not exceed amount listed in Attachment A. The unit cost for providing the services to reimbursement eligible clients is found in **Attachment A**. Reimbursement shall be made on the basis of 100% of the full cost of services to eligible clients.
  - b. The Provider certifies that the services to be provided under this Agreement are not otherwise available without cost to eligible clients. The Provider 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 Provider further certifies that rates of payment for Purchased Services do not reflect any administrative or program cost assignable to private pay or third-party pay service recipients.
  - c. The Provider shall, when applicable, make every effort to collect fees from clients deemed able to pay (partial or full) and further will submit claims for all types of eligible insurance reimbursements (M.A., Private, Group, etc.). It is understood and agreed that, for fee eligible recipients, fees shall be charged and collected in accordance with fee policy and schedules adopted by the Fillmore County Board of

Commissioners and approved by the Commissioner of Human Services in accordance with the provisions of Minnesota Statutes 256M.60, Subd. 6.

- d. The Provider shall not charge any program or service fee to social service eligible clients except in accordance with paragraph c above. If the collection of social service fees is delegated to the Provider, the Provider shall provide Community Services Department, Contract Management Services with information about fees collected and the fee source.
4. Eligibility for Services:
- a. Preliminary eligibility for clients will be determined either:
    - 1) By the County, or
    - 2) By the Provider. When the Provider has been delegated to make the preliminary determination of the client's eligibility for Purchased Services, the Provider shall complete and send to Fillmore County, Community Services Department, within five (5) working days of the date of application, an Application for Purchased Services.
  - b. Final eligibility will be determined by Fillmore County. Fillmore County will, within five (5) calendar days of receipt of the application for Purchase Services, certify in writing to the Provider the client's final eligibility for Purchased Services, and prescribe the amount, disposition, and method of collection of any fees for said Purchased Services.
  - c. When Fillmore County has determined that a client is no longer eligible for Purchased Services, Fillmore County shall, within ten (10) days of that determination, notify Provider of such determination.
  - d. The Provider must notify the County and the client in writing whenever the Provider proposes to discharge or terminate service(s) to a client. The notice must be sent at least sixty (60) days prior to the proposed date of discharge or termination, and must include the specific grounds for discharge or termination of service(s). The Provider must not discharge or terminate services to a client prior to the proposed date unless delay would seriously endanger the health, safety, or well-being of other residents or service recipients.
  - e. If the County has sufficient reason to believe that the safety or well-being of a person receiving services may be endangered by the actions of the Provider, its agents and/or employees, the County may require that the Provider immediately terminate providing services to the person. No payments shall be made for the period in which services are suspended or terminated.
  - f. The Provider must establish written procedures for discharging a client or terminating services to a client. The written procedures must include:
    - 1) Preparation of a summary of findings, processes, and plans to be transmitted with the client;

- 2) Consult or note to Social Service Worker when new Service Agreement is in place; and
  - 3) Adhering to Provider's internal policy/procedures.
5. Delivery of Care Services: (If Applicable)  
Except as noted the Provider retains control over:
- a. Intake procedures and program requirements.
  - b. The methods, times, means and personnel for providing Purchased Services to eligible clients.
  - c. When to end Purchased Services to an eligible client. Exception: when the client has an Individual Service Plan and/or Habilitation Plan which is monitored by a County case manager.
  - d. When a client refuses to release information in accordance with Section 9(d) and refuses further services or agrees to a termination of service, the Provider shall notify the County or County of Financial Responsibility within ten (10) days.
  - e. Nothing in the agreement requires the Provider to serve eligible clients, but all clients must be given the right to apply. If services are denied, the client must be informed of the reason for denial and the process for appealing the denial.
6. Individual Service Plan (If Applicable)
- a. The parties understand and agree that all services provided to eligible recipients under the terms of this Agreement must be in accordance with the individual service plan developed for the individual client in collaboration with the client's case manager.
  - b. Performance of the Provider will be monitored in accordance with client outcomes, goals, and indicators as specified in the Individual Service Plan (ISP).
  - c. The County may delegate the development of Individual Service Plans to the Provider. If the responsibility is being delegated, the Provider must ensure development of the ISP's.
7. Payment for Purchased Services:
- a. Certification of Expenditures:  
The Provider shall, within five (5) working days, following the receipt of the billing register, submit a standard invoice for Purchased Services to Fillmore County. The invoice shall show: (1) total program and administrative expenditures for the month; and/or (2) an itemized amount by eligible individuals served, identifying the service(s) provided, number of units provided, cost per unit, and administrative costs allocated to the provision of purchased services.

- b. Payment for Purchased Services:  
Fillmore County shall, within thirty (30) days of the receipt of the invoice, make payment for all units of service billed for eligible clients that are correct and complete. It is understood and agreed that total payment under this contract shall not exceed the amount specified in Section 3(a) above.
8. Standards and Licenses:
- a. The Provider agrees to comply with all federal, state, county and local laws, regulations, ordinances, rules and certifications as pertaining to the facilities, programs and staff for which the Provider in the performance of its obligations under the Agreement is responsible during the term of this Agreement. This will include, but not be limited to, current health, fire marshal, and program licenses, meeting zoning standards, certification of staff when required, insurance coverage, background check requirements, and all other applicable laws, regulations, ordinances, rules and certifications which are effective, or will become effective, during the period of this Agreement. Further, the Provider agrees to the following:
- 1) During the term of this Agreement, the Provider agrees to comply with all applicable state licensing standards, all applicable accrediting standards, and any other standards or criteria, including insurance coverage, established by the County to assure quality service.
  - 2) Failure to meet such standards may be cause for cancellation of this Agreement. Notwithstanding any other provision of this Agreement, such cancellation may be effective as of the date of such failure.
- b. The Provider shall supply copies of such licenses, certifications or registrations to the County upon request by the County.
- c. The Provider agrees to inform the County, in writing, of the following related to it or its employees immediately upon:
- 1) Any changes in licensure status and/or any reported warning to suspend or revoke licensure status.
  - 2) Any allegations and/or investigation by a governmental agency of fraud or criminal wrongdoing
  - 3) Any federal exclusion of an individual or entity of this Agreement, or any conviction that could result in federal exclusion.
- d. In the event that licensure or certification of any employee of the Provider requiring licensure, certifications, or registrations is suspended, revoked, or terminated, or expires, said employee shall cease the provision of services under this Agreement immediately.
- e. Provider shall ensure that all services delivered by staff are within their scope of licensure and practice. Provider shall ensure that all personnel, including any subcontractors performing services under this Agreement, receive appropriate training and supervision. Provider shall also maintain appropriate levels of staffing at all times when performing services under this Agreement.

f. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota. All proceedings related to this Agreement shall venue in the State of Minnesota.

9. Audit and Record Disclosures:

- a. The Provider agrees to maintain, and upon request, furnish the County with all program and financial information including evaluation and performance criteria and reports which are reasonably required for effective administration and evaluation of services. The Provider shall maintain a bookkeeping system which sufficiently and properly documents all revenue received from the County and all direct and indirect costs incurred in the performance of this Agreement.
- b. The Provider agrees to maintain all records pertaining to this Agreement at Zumbro Valley Health Center, 343 Woodlake Dr., SE, Rochester, MN 55904 for ten (10) years for audit purposes. All books, documents and accounting procedures and practices of the Provider that are relevant to this Agreement are subject to examination by the County, MNDHS, the US Dept. of Health and Human Services, and either the Legislative Auditor or State Auditor, as appropriate, for a minimum of ten (10) years. The Provider shall promptly notify the County in accordance with Section 10 of any changes in the location where its records related to this Agreement are stored or maintained. The ten (10) year record retention requirement shall survive the termination of this Agreement.
- c. Provider shall provide the County with reports as the County may from time to time reasonably require, including, but not limited to the following:
- A written Program and Statistical Report in a form approved or provided by the Lead County within thirty (30) days after the end of each quarter.
  - Quarterly  Monthly line item expense and revenue reports within thirty (30) days after the end of the each quarter/month unless otherwise indicated in writing by the County.
  - Revenue and Expense Statement and Balance Sheet on an annual basis
  - Annual certified audit and the audit's management letter within one hundred twenty (120) days of the end of any of Provider's fiscal year(s) which covers all or a portion of the Contract term.
  - Provider shall comply with the audit standards as set forth in the Single Audit Act of 1984, P.L. 98-502 and the Single Audit Act Amendments of 1996, P.L. 104-156 and Office of Management Budget Circular No. A-128, A-110, or A-133, as applicable.
  - As requested by the County, Provider shall cooperate with County's efforts related to the development of outcomes measures and indicators or other evaluation or Quality Improvement (QI) initiatives.
  - (Other) \_\_\_\_\_
- d. In accordance with Minnesota Statutes, Section 245.467, subdivision 5 (for adults) and Section 245.4878, subdivision 6 (for children), the Provider must include the name and home address of each client for whom services are included on a bill submitted to the County or County of Financial Responsibility, if the client has

consented to the release of that information and if the County or County of Financial Responsibility has requested the information. The Provider shall attempt to obtain client's consent and must explain to the client that the information can only be released with the client's consent and may be used only for purposes of payment and maintaining Provider accountability. The Provider shall document the attempt in the clients' records.

- e. If the Provider is unable to obtain consent for the release of private data, as required under Minnesota Statutes, Section 245.467, and Section 9(d) of this Agreement, the Provider shall report clients' activities to the County or the County of Financial Responsibility by way of non-identifying case numbers which must remain constant over the term of this Agreement.
- f. Upon request by the County, Provider shall provide the County with such information regarding the qualifications of its staff, including professionals, volunteers, and others, as is required by the County to verify that present and subsequent services are being rendered by competent, trained, and properly licensed or certified personnel.
- g. Provider shall notify the County within five (5) days of any changes in location, ownership, organizational structure, board of director membership, chief operating officers, or other key staff identified by the County to be integral to the performance of this Agreement.
- h. The County reserves the right to withhold payments under this Agreement pending the timely receipt of any information required in this Section 9.
- i. The County's procedures for monitoring and evaluating the Provider's performance under this contract may include, but are not limited to, on-site visits to the Provider's premise(s) or job site(s), review of client files, review of Provider's financial, statistical, and program records, a review of reports and data supplied by the Provider at the County's request. In order to assist the County in its obligation to evaluate and monitor Provider's performance, Provider shall allow authorized personnel of the County access to the Provider's premises or the job site and records.
- j. Where applicable, the Provider shall comply with all policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, and maintenance of health service records for services rendered to persons receiving services under this Agreement.
- k. If the County discovers any practice, procedure, or policy of the Provider which deviates from the requirements of this Agreement, violates federal or state law, threatens the success of the program conducted pursuant to this Agreement, jeopardizes the fiscal integrity of such program, or compromises the health or safety of recipients of the service, the County may require corrective action, withhold payment in whole or in part, suspend referrals, or terminate this

Agreement immediately. If the County notifies Provider that corrective action is required, Provider shall promptly initiate and correct any and all discrepancies, violations or deficiencies to the satisfaction of the County within thirty (30) days, unless the County notifies the Provider that it is necessary to make corrections at an earlier date in order to protect the health and safety of recipients of service.

10. Notices

All notices, certificates or other communications shall be sufficiently given when delivered via email or postal mail to the parties at their respective places of business as set forth below:

a. The County: Beth Wilms

Fillmore County Community Services Director  
902 Houston St., NW, Suite 1  
Preston, MN 55965  
[bwilms@co.winona.mn.us](mailto:bwilms@co.winona.mn.us)

b. The Provider: David Cook

Zumbro Valley Health Center, CEO  
343 Woodlake Dr., SE  
Rochester, MN 55904  
[dave.cook@zvhc.org](mailto:dave.cook@zvhc.org)

11. Reports of Death, Injury, Damage, or Abuse

a. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, the Provider shall immediately give notice in accordance with Section 10. In addition, Provider shall promptly submit to County, a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of the Provider's employees or agents who were involved with the incident; (4) the names of County employees, if any, involved in the incident; and (5) a detailed description of the incident.

b. Providers who provide services to persons under the age of 18 must comply with the Maltreatment of Minors reporting requirements as defined in Minnesota Statutes, section 626.556.

c. All persons 18 years and older under this current contract categorically fall under the definition of Vulnerable Adults as defined in Minnesota Statutes, section 626.5572. Providers must follow all reporting requirements as defined in Minnesota Statutes, section 626.557.

12. Safeguard of Client Information:

a. The County and the Provider must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the County under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Provider under this agreement.

The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Provider or the County.

- b. If the Provider receives a request to release the data referred to in this Section, the Provider must immediately notify the County. The County will give the Provider instructions concerning the release of the data to the requesting party before the data is released.
  - c. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, or for any purpose not directly connected with the administration of Fillmore County's or Provider'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.
  - d. The individual employed by the Provider who is designated to assure compliance with the Minnesota Government Data Practices Act, in accordance with Minnesota Statutes, Section 13.46, subdivision 10, paragraph (d) shall be Heather Geents.
  - e. The Provider agrees to defend, indemnify, and save and hold the County, its agents, officers, and employees harmless from all claims arising out of, resulting from, or in any manner attributable to any violation or any provision of the Minnesota Government Data Practices Act, including any legal fees or disbursements paid or incurred to enforce the provisions of this article of the Agreement.
  - f. To the extent that Provider performs a function or activity involving the use of "protected health information" (45 CFR 164.501), **on behalf of** the Fillmore County Community Services Department (FCCS), including, but not limited to: providing health care services; health care claims processing or administration; data analysis, processing or administration; utilization review; quality assurance; billing; benefit management; practice management; re-pricing; or otherwise as provided by 45 CFR § 160.103, provider/contractor is a business associate of FCCS for purposes of the Health Insurance Portability and Accountability Act of 1996. Provider agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Part 160-164), (collectively referred to as "HIPAA"), and has executed an addendum to this Agreement for purposes of compliance with HIPAA, which addendum is incorporated herein by this reference.
13. Equal Employment Opportunity and Civil Rights and Nondiscrimination:
- a. The Provider agrees to comply with the Civil Rights Act of 1964, Title VII, 42 U.S.C. 2000e, including Executive Order No. 11246, Title VI, 42 U.S.C. 2000d, 42 U.S.C. § 12101, et seq. ("ADA"), 28 C.F.R. § 35.101-35.190, Title IX of the Educational Amendments of 1972 as amended, Sections 503 and 504 of the Rehabilitation Act of 1973, and all other Federal regulations which prohibit

discrimination in any program receiving federal financial assistance and the Minnesota Human Rights Act, Minnesota Statutes, 363A.01 et seq.

- b. It is Fillmore County's policy that all providers desiring to do business with the County adhere to the principles of Equal Employment Opportunity and Affirmative Action. This requires not only that providers do not unlawfully discriminate in any condition of employment on the basis of race, color, sex, religion, national origin, or age but that they also take affirmative action to insure positive progress in Equal Opportunity Employment. To the extent applicable, the Provider certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363A.36. This section only applies if the Agreement is for more than \$100,000.00 and the Provider has employed 40 or more employees within the State of Minnesota on a single working day during the previous 12 months.

14. Conflict of Interest:

Provider agrees that it will neither contract for nor accept employment for the performance of any work or services with any individual, business, partnership, corporation, government, governmental unit, or any other organization that would create a conflict of interest in the performance of its obligations under this Agreement.

15. Contract Disputes:

a. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement shall be subject to negotiation and agreement by the Manager of Fillmore County Social Services and a Region Ten Contract Manager. A written copy of the determination will be provided to the Provider and will be deemed final copy and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Provider furnishes to the Community Services Department a written appeal. The decision of Fillmore County for the determination of such appeals, shall be through the Director of Fillmore County Community Services and shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith or not supported by substantial evidence. In conjunction with any appeal proceeding under this clause, the Provider shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Provider shall proceed diligently with the performance of the Agreement.

b. This disputes clause does not preclude consideration of questions of law.

16. Fair Hearing and Grievance Procedures:

The Provider agrees to provide for a fair hearing and grievance procedure in conformance with and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services and Minnesota Statutes, Section 256.045, which are incorporated by reference into this Agreement.

17.

Indemnification:

- a. The Provider does hereby agree that it will defend, indemnify, and hold harmless, the Department and the County against any and all liability, loss, damages, costs and expenses which the Department or County may hereafter sustain, incur, or be required to pay:
- 1) By reason of any applicant or eligible recipient suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving the care and services to be furnished under this Agreement, or while on premises owned, leased, or operated by the Provider, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the Provider or any officer, agent, or employee thereof; or
  - 2) By reason of any applicant or eligible recipient causing injury to, or damage to, the property of another person, during any time when the Provider or any officer, agent, or employee thereof has undertaken or is furnishing the care and services called for under this Agreement; or
  - 3) By reason of any negligent act or omission or intentional act of the Provider, its agents, officers, or employees which causes bodily injury, death, personal injury, property loss, or damage to another during the performance of purchased services under this Agreement.
- b. This indemnity provision shall survive the termination or expiration of this Agreement. The County does not intend to waive any immunity it may have by statute or common law.

18.

Insurance and Bonding:

- a. In order to protect itself and the County under the indemnity provisions set forth above, Provider shall, at the Provider's expense, procure and maintain the following insurance coverage at all times during the term of the Agreement:
- A general liability insurance policy in the amount of \$1,500,000 for bodily injury or property damage to any one person and for total injuries or damages arising from any one incident. The County must be named an additional insured and shall be sent a certificate of insurance on an annual basis.
  - Worker's compensation insurance per Minnesota Statute, section 176.181.
  - Professional liability insurance policy for licensed professionals with a minimum aggregate amount of \$1,000,000.
  - Fidelity Bond or insurance coverage for theft/dishonesty that covers theft of a client's funds or belongings with a minimum amount of \$15,000; when the provider and/or provider employees handle clients' funds or have direct access to clients' belongings.
- b. By signing this Agreement, the Provider certifies that they are in compliance with this Section.
- c. The Provider at all times is solely responsible to maintain in force the insurance coverage required under this Agreement and shall provide, without demand by County, annual certificates and/or pertinent documentation regarding insurance

renewal or termination to a Region Ten Contract Manager. If the certificate is not received by the expiration date, County shall notify Provider and Provider shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim.

- d. A Region Ten Contract Manager reserves the right to request and obtain all insurance information pertinent to this Agreement, directly from the Provider's insurance agent(s).
- e. Failure by the Provider to maintain insurance coverage as set forth in this Section 18 is a default of this Agreement, which entitles the County, at its sole discretion, to terminate this Agreement immediately.

19. Contractor Debarment, Suspension, and Responsibility Certification

- a. Federal Regulation 45 CFR 92.35 prohibits Fillmore County 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, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State of Minnesota or Fillmore County. 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 Agreement, the Provider certifies that they are in compliance with these regulations.
- b. By signing this Agreement, the Provider certifies that it and its principals and employees:
  - 1) 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 County or agency; and
  - 2) Have not within a three (3) year period preceding this Agreement:
    - a) 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;
    - b) Violated any federal or state antitrust statutes; or
    - c) Committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
  - 3) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
    - a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction;
    - b) Violating any federal or state antitrust statutes; or
    - c) Committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

- 4) Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above.
  - 5) Shall immediately give written notice as per Section 10 of this Agreement should Provider 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.
- c. "Principals" for the purpose of this certification means officers; directors; owners; partners; and persons having primary management or supervisor responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).
  - d. Directions for on-line access to excluded providers:
    - 1) To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at <http://oig.hhs.gov/>
    - 2) If you do not have access to the website, and/or need the information in an alternative format, contact: Beth Wilms, Fillmore County Community Services Director, at (507) 765-2175.

20. Conditions of the Parties' Obligations:

- a. Before the termination date specified in the first paragraph of this Agreement, Fillmore County may evaluate the contract performance of the Provider and determine whether such performance merits renewal of this Agreement.
- b. The County will only reimburse for services specified in this Agreement. Amendments to the contract must be signed by both parties and prepared according to Section 23 of this Agreement.
- c. No claim for services furnished by the Provider not specifically provided in the agreement will be allowed by the County, nor must the Provider do any work or furnish any material not covered by the agreement, unless this is approved in writing by the County. Such approval must be considered a modification of the agreement.
- d. If there is a revision of Federal regulations which might make this Agreement ineligible for Federal financial participation, all parties will review this Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new Federal regulations.
- e. If there should be any change in mode of delivery of service, type of client being served or change in policy regarding services being purchased, the Fillmore County Social Services Department must be notified, in writing, prior to action taking place.

- f. In accordance with Minnesota Statutes, Section 245.466, subdivision 3 (1), the Commissioner of the Minnesota Department of Human Services is a third party beneficiary to this contract. The Provider specifically acknowledges and agrees that the MN Department of Human Services has standing to and may take any appropriate administrative action or may sue the Provider 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 agreement between the County and the Provider. The Provider specifically acknowledges that the County and the MN Department of Human Services are entitled to and may recover from the Provider reasonable attorney's fees and costs and disbursements associated with any action taken under this section that is successfully maintained. This provision shall not be construed to limit the rights of any party to the agreement 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.

21. Independent Contractor:

- a. Provider is to be and shall remain an independent contractor with respect to any and all work and/or services performed under this Agreement. It is agreed that nothing herein contained in this Agreement is intended or should be construed in any manner as creating the relationship of co-partners, joint venturers, or an association with the County and the Provider, nor shall the Provider, its employees, agents, and representatives be considered employees, agents, and representatives of the County.
- b. The Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Provider or other persons, while engaged in the performance of any work or services required by the Provider under this Agreement, shall have no contractual relationship with the County and shall not be considered employees of the County, and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Provider, its officers, agents, contractors, or employees shall in no way be the responsibility of the County. The Provider and its personnel shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.
- c. Provider shall defend, indemnify, and hold the County, its officers, agents, and employees harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and

vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.

22. Subcontracting:

- a. The Provider shall not enter into any subcontract for performance of the services contemplated under this Agreement nor assign any interest in the Agreement without the prior written consent of the County. All subcontracts shall be in writing and shall comply with all County requirements, state requirements, and applicable law. At any time, the County may require a complete listing of all subcontractors and/or copies of subcontracts for the purpose of fulfilling its obligations under the terms of this Agreement. Provider shall be legally responsible for subcontractors' compliance with the terms and conditions of this Agreement and with applicable law. In addition, Provider shall be legally responsible to County for the acts and omissions of any subcontractors and persons either directly or indirectly employed by them and ensure compliance to the subcontract and Minnesota Rules, part 9525.1870, subpart 3.
- b. The Providers must ensure that any and all subcontracts to provide services under this Agreement must contain the following language:
  - 1) "The subcontractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as a third-party beneficiary, is an affected party under this Agreement. The subcontractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or may sue the Provider 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. Minnesota Department of Human Services is entitled to and may recover from the provider reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision must not be construed to limit the rights of any party to the contract or any other third-party beneficiary, nor must it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver or immunity."

23. Modification of Agreement:

Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed, and attached to the original of this agreement.

24. Default:

- a. Force Majeure: Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include fire, flood, epidemic, strikes, acts of God, unusually severe weather, acts of civil or military authority, acts of terrorism, delays or defaults caused by public

carriers, or natural disasters which cannot reasonably be forecast or provided against.

- b. Inability to Perform: Provider shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the services to be purchased by the County. The Provider shall immediately notify the County, according to Section 10, whenever it is unable to, or reasonably believes it is going to be unable to provide the agreed upon quality or quantity of Purchased Services. Upon such notification, Fillmore County and Provider shall determine whether such inability will require a suspension of referrals and/or modification/cancellation of the Agreement.
- c. Changes in Policies or Staff: The County reserves the right to suspend or terminate this contract on ten (10) days written notice if the County, in its sole discretion, does not approve of significant proposed or actual changes in Provider's policies or staff.
- d. Default by Provider: Unless cured or excused by the Force Majeure provision in Section 24(a) or County default, each of the following shall constitute default on the part of the Provider:
  - 1) Fails to provide services called for by this Agreement within the time specified herein or any extension thereof;
  - 2) Provider is in such financial condition so as to endanger the performance of this Agreement;
  - 3) Makes material misrepresentations either in the attached exhibits and documents or in any other material provision or condition relied upon in the making of this Agreement;
  - 4) Persistently disregards laws, ordinances, rules, regulations or orders of any public authority, including the County;
  - 5) Failing to perform any other material provision of this Agreement.
- e. Default by County: Unless cured or excused by the Force Majeure provision in Section 24(a) or Provider default, each of the following shall constitute default on the part of the County:
  - 1) Making material misrepresentations either in the Agreement or Attachments or in any other material provision or condition relied upon in the making of this Agreement
  - 2) Failing to perform any other material provision of this Agreement.
- f. Written Notice of Default: Unless a different procedure and/or effective date is provided within the specific article or paragraph of this Agreement under which default, failure or breach occurs, no event shall constitute a default giving rise to the right to terminate unless and until a written Notice of Default is provided to the defaulting party, via certified mail, specifying the particular event, series of events or failure constituting the default and cure period.
- g. Cure Period: if the party in default fails to cure the specified circumstances as described by the Notice of Default within ten (10) days, or such additional time as

may be authorized by the County, then the whole or any part of this Agreement may be terminated by Written Notice of Termination.

25. Termination:

- a. Termination without Cause: Either party may terminate this Agreement at any time without cause by providing thirty (30) days' advance written notice to the other party via certified mail. The notice shall state the effective date of the termination. Written notice of terminate by the Provider shall be addressed to Fillmore County Social Services, 902 Houston Street, NW, Suite 1, Preston, MN 55965.
- b. Termination with Cause: The County may suspend and/or terminate this Agreement for good cause immediately upon written notice to the Provider. "Good cause" includes, but is not limited to, failure of the Provider to perform a material requirement of the Agreement. "Good cause" shall also include Provider's failure to implement corrective action in a timely fashion pursuant to Section 24(g) of this Agreement.
- c. Reduction and/or Termination of Government Funding: Notwithstanding any other provision of this Agreement, if the state or federal government terminates or reduces its funding to the County for services that are to be provided under this Agreement, then the County may, by amendment, reduce funding or terminate the Agreement as appropriate. The County will notify the Provider as soon as it receives confirmation of reduction from the funding source(s). Furthermore, the County shall not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.
- d. Written Notice of Termination: Notice of Termination shall be made by certified mail or personal delivery to the authorized agent of the party. Notice is deemed effective upon deposit of written notice in the United States Mail and addressed to the party authorized to receive notice as specified in Section 10.
- e. Duties of Provider upon Termination: Upon delivery of the Notice of Termination, and where applicable, Provider shall:
  - 1) Discontinue performance of this Agreement on the date and to the extent specified in the Notice of Termination;
  - 2) Immediately notify all clients of the Notice of Termination who are receiving services pursuant to this Agreement;
  - 3) Cancel all service agreements and subcontracts to the extent that they relate to the performances cancelled by the Notice of Termination;
  - 4) Complete performance of such terms that have not been cancelled by the Notice of Termination;
  - 5) Submit a final invoice for services provided prior to termination, within thirty (30) days of the date of termination.
- f. Duties of County upon Termination: Upon delivery of the Notice of Termination, and except as otherwise provided, County:

- 1) Shall make final payment within thirty (30) days for any services satisfactorily provided up through the date of termination in accordance with the terms of the Agreement.
  - 2) Shall not be liable for any services provided after Notice of Termination, except as stated above or as authorized by the County in writing.
- g. Survival of Obligations after Termination: Upon Termination of this Agreement, County will no longer refer clients to the Provider under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:
- 1) Provider shall, pursuant to the Notice of Termination and/or upon written approval of the Community Services Director, continue services/care to clients receiving services/care from Provider until completion of services/care or continuation of services/care by another provider can be arranged by the County.
  - 2) County shall arrange for such transfer of services/care no later than thirty (30) days after Agreement termination if the clients' care is not by then completed.
  - 3) County, any payer, and Provider will continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination as provided above.
  - 4) Provider will continue to remain obligated with respect to the confidentiality, auditing, client file maintenance, other requirement outlined in this Agreement, and transfer of the client's files to the County or the client's new provider of services.

26. Contract Rights, Remedies, and Waiver:

- a. The rights and remedies of the County provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- b. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be construed to be modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of the County, and attached to the original Agreement.

27. Damages:

- a. Duty to Mitigate: Both parties shall use their best efforts to mitigate any damages which might be suffered by reason of any event giving rise to a remedy hereunder.
- b. Damages for Breach: Notwithstanding any other provision of this Agreement to the contrary, upon breach of this Agreement by the Provider, the County may withhold final payment due to Provider until such time as the exact amount of damages due is determined.

28. Merger:

- a. Entire Agreement: It is understood and agreed that the entire agreement of the parties is contained in Sections 1-28, Attachments A and Exhibits A - H. This Agreement supersedes all oral agreements and negotiations relating to this contract including any previous agreements pertinent to the services described in this contract. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Fillmore County and the Provider have executed this Agreement as of the day and year first written above:

Provider, having signed this contract, and the Fillmore County Board of Commissioners having duly approved this contract on \_\_\_\_\_, and pursuant to such approval and the proper County officials having signed this contract, the parties hereto agree to be bound by the provisions herein set forth.

COUNTY OF FILLMORE  
STATE OF MINNESOTA

FILLMORE COUNTY  
BOARD OF COMMISSIONERS

ZUMBRO VALLEY HEALTH CENTER

BY: \_\_\_\_\_  
Chairperson of the County Board

BY: \_\_\_\_\_  
David Cook  
Chief Executive Officer

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

FILLMORE COUNTY COMMUNITY SERVICES:

BY: \_\_\_\_\_  
Bobbie Vickerman  
Coordinator/Community Services Director

DATED: \_\_\_\_\_

APPROVED AS TO FORM AND EXECUTION:

BY: \_\_\_\_\_  
Brett Corson  
Fillmore County Attorney

DATED: \_\_\_\_\_

AGENCY NAME: Zumbro Valley Health Center

CONTRACT TYPE: POS – CSP

INVOICES: Fillmore County Community Services  
902 Houston Street, Suite 1  
Preston, MN 55965

SERVICE DESCRIPTION	CODE	UNITS	RATE	TYPE	TOTAL
Community Support Program (CSP) – Adult Case Manager/Mental Health Practitioner	N/A	6	\$6,130.00	MO	\$36,780.00

PURCHASE OF SERVICE AGREEMENT  
MENTAL HEALTH SERVICES

The Fillmore County Board of Commissioners, 101 Fillmore Street, Preston, MN 55965 (Fillmore County), through its local social services agency, Fillmore County Social Services hereafter referred to as the "County", and **Zumbro Valley Health Center**, 343 Woodlake Drive, Southeast, Rochester, MN 55904, hereafter referred to as the "Provider", enter into this Agreement for the period from January 1, 2016 to December 31, 2016, and/or shall remain in effect until a new contract is signed by both parties or terminated under provisions of Section 25, Termination, paragraph a.

WITNESSETH

WHEREAS, the Provider is an approved vendor according to the Minnesota Statutes, Section 256.0112 to provide services as specified under Section 1, paragraph a; and

WHEREAS, Minnesota Statutes, Sections 245.461 to 245.486 and 245.487 to 245.488<sup>\*</sup> establishes the Comprehensive Adult Mental Health Act and the Comprehensive Children's Mental Health Act; and

WHEREAS, the County is required to provide mental health services in accordance with the Comprehensive Mental Health Act; and

WHEREAS, the Provider, pursuant to Minnesota Statutes, section 256D.06, subdivisions 5 and 5a, Minnesota Statutes 256D.54, is required to screen residents who may be eligible for SSI and provide screening results to Fillmore County; and

WHEREAS, the Provider is a an approved provider under Minnesota Rules, parts 9520.0750 to 9520.0870 or an approved vendor under published County criteria to provide mental health services to persons; and

WHEREAS, Fillmore County, pursuant to MN Statutes, section 373.01, 373.02, 245.465 and 256M.60, wishes to purchase such program services from the Provider; and

WHEREAS, the Provider represents that it is duly qualified and willing to perform such services. Federal Tax ID# 41-6052022;

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

1. Purchase of Service:
  - a. Pursuant to MN Statutes 256M (Vulnerable Children and Adults Act) and as further detailed in Attachment A to this Agreement, Fillmore County agrees to purchase and the Provider agrees to furnish the following services:

## SERVICE DESCRIPTION

Adult Outpatient Treatment

ICRS

Adult Residential Crisis Stabilization

Adult Residential Treatment

Connection and Referral Unit: Detoxification

Adult Outpatient Treatment (Rochester Office)

- b. Purchased Services will be provided at Zumbro Valley Health Center, Harmony Office, 65 Main Ave N, Harmony, MN 55935 and/or locations as approved by Fillmore County.

## 2. Attachments/Contract Documentation:

- a. As a condition precedent to the execution of this Agreement, as well as enabling the County to document compliance with state and federal laws, rules and regulations, Provider shall provide the following documents or information in a form acceptable to the County.

Exhibit A: Program Narrative/Brochure, including description of services to be provided and eligibility criteria (when applicable)

Exhibit B: Job Descriptions and Professional Qualifications of Personnel

Exhibit C: Financial Data

Exhibit D: Organization Status and Structure, Names and Addresses of directors, partners, and/or officers as applicable

Exhibit E: Statistics

Exhibit F: Other, as follows: \_\_\_\_\_

- b. All documents and/or information provided pursuant to this Section shall be maintained in the Agreement supporting documentation file and shall be considered a part of this Agreement.

## 3. Cost and Delivery of Purchased Services:

- a. The total amount to be paid for such Purchased Services shall not exceed amount listed in Attachment A. The unit cost for providing the services to reimbursement eligible clients is found in **Attachment A**. Reimbursement shall be made on the basis of 100% of the full cost of services to eligible clients.
- b. The Provider certifies that the services to be provided under this Agreement are not otherwise available without cost to eligible clients. The Provider 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 Provider further certifies that rates of payment for Purchased Services do not reflect any administrative or program cost assignable to private pay or third-party pay service recipients.
- c. The Provider shall, when applicable, make every effort to collect fees from clients deemed able to pay (partial or full) and further will submit claims for all types of

eligible insurance reimbursements (M.A., Private, Group, etc.). It is understood and agreed that, for fee eligible recipients, fees shall be charged and collected in accordance with fee policy and schedules adopted by the Fillmore County Board of Commissioners and approved by the Commissioner of Human Services in accordance with the provisions of Minnesota Statutes 256M.60, Subd. 6.

- d. The Provider shall not charge any program or service fee to social service eligible clients except in accordance with paragraph c above. If the collection of social service fees is delegated to the Provider, the Provider shall provide Community Services Department, Contract Management Services with information about fees collected and the fee source.

4. Eligibility for Services:

- a. Preliminary eligibility for clients will be determined either:
  - 1) By the County, or
  - 2) By the Provider. When the Provider has been delegated to make the preliminary determination of the client's eligibility for Purchased Services, the Provider shall complete and send to Fillmore County, Community Services Department, within five (5) working days of the date of application, an Application for Purchased Services.
- b. Final eligibility will be determined by Fillmore County. Fillmore County will, within five (5) calendar days of receipt of the application for Purchase Services, certify in writing to the Provider the client's final eligibility for Purchased Services, and prescribe the amount, disposition, and method of collection of any fees for said Purchased Services.
- c. When Fillmore County has determined that a client is no longer eligible for Purchased Services, Fillmore County shall, within ten (10) days of that determination, notify Provider of such determination.
- d. The Provider must notify the County and the client in writing whenever the Provider proposes to discharge or terminate service(s) to a client. The notice must be sent at least sixty (60) days prior to the proposed date of discharge or termination, and must include the specific grounds for discharge or termination of service(s). The Provider must not discharge or terminate services to a client prior to the proposed date unless delay would seriously endanger the health, safety, or well-being of other residents or service recipients.
- e. If the County has sufficient reason to believe that the safety or well-being of a person receiving services may be endangered by the actions of the Provider, its agents and/or employees, the County may require that the Provider immediately terminate providing services to the person. No payments shall be made for the period in which services are suspended or terminated.
- f. The Provider must establish written procedures for discharging a client or terminating services to a client. The written procedures must include:

- 1) Preparation of a summary of findings, processes, and plans to be transmitted with the client;
  - 2) Consult or note to Social Service Worker when new Service Agreement is in place; and
  - 3) Adhering to Provider's internal policy/procedures.
5. Delivery of Care Services: (If Applicable)  
Except as noted the Provider retains control over:
- a. Intake procedures and program requirements.
  - b. The methods, times, means and personnel for providing Purchased Services to eligible clients.
  - c. When to end Purchased Services to an eligible client. Exception: when the client has an Individual Service Plan and/or Habilitation Plan which is monitored by a County case manager.
  - d. When a client refuses to release information in accordance with Section 9(d) and refuses further services or agrees to a termination of service, the Provider shall notify the County or County of Financial Responsibility within ten (10) days.
  - e. Nothing in the agreement requires the Provider to serve eligible clients, but all clients must be given the right to apply. If services are denied, the client must be informed of the reason for denial and the process for appealing the denial.
6. Individual Service Plan (If Applicable)
- a. The parties understand and agree that all services provided to eligible recipients under the terms of this Agreement must be in accordance with the individual service plan developed for the individual client in collaboration with the client's case manager.
  - b. Performance of the Provider will be monitored in accordance with client outcomes, goals, and indicators as specified in the Individual Service Plan (ISP).
  - c. The County may delegate the development of Individual Service Plans to the Provider. If the responsibility is being delegated, the Provider must ensure development of the ISP's.
7. Payment for Purchased Services:
- a. Certification of Expenditures:  
The Provider shall, within five (5) working days, following the receipt of the billing register, submit a standard invoice for Purchased Services to Fillmore County. The invoice shall show: (1) total program and administrative expenditures for the month; and/or (2) an itemized amount by eligible individuals served, identifying the service(s) provided, number of units provided, cost per unit, and administrative costs allocated to the provision of purchased services.

- b. Payment for Purchased Services:  
Fillmore County shall, within thirty (30) days of the receipt of the invoice, make payment for all units of service billed for eligible clients that are correct and complete. It is understood and agreed that total payment under this contract shall not exceed the amount specified in Section 3(a) above.
8. Standards and Licenses:
- a. The Provider agrees to comply with all federal, state, county and local laws, regulations, ordinances, rules and certifications as pertaining to the facilities, programs and staff for which the Provider in the performance of its obligations under the Agreement is responsible during the term of this Agreement. This will include, but not be limited to, current health, fire marshal, and program licenses, meeting zoning standards, certification of staff when required, insurance coverage, background check requirements, and all other applicable laws, regulations, ordinances, rules and certifications which are effective, or will become effective, during the period of this Agreement. Further, the Provider agrees to the following:
- 1) During the term of this Agreement, the Provider agrees to comply with all applicable state licensing standards, all applicable accrediting standards, and any other standards or criteria, including insurance coverage, established by the County to assure quality service.
  - 2) Failure to meet such standards may be cause for cancellation of this Agreement. Notwithstanding any other provision of this Agreement, such cancellation may be effective as of the date of such failure.
- b. The Provider shall supply copies of such licenses, certifications or registrations to the County upon request by the County.
- c. The Provider agrees to inform the County, in writing, of the following related to it or its employees immediately upon:
- 1) Any changes in licensure status and/or any reported warning to suspend or revoke licensure status.
  - 2) Any allegations and/or investigation by a governmental agency of fraud or criminal wrongdoing
  - 3) Any federal exclusion of an individual or entity of this Agreement, or any conviction that could result in federal exclusion.
- d. In the event that licensure or certification of any employee of the Provider requiring licensure, certifications, or registrations is suspended, revoked, or terminated, or expires, said employee shall cease the provision of services under this Agreement immediately.
- e. Provider shall ensure that all services delivered by staff are within their scope of licensure and practice. Provider shall ensure that all personnel, including any subcontractors performing services under this Agreement, receive appropriate training and supervision. Provider shall also maintain appropriate levels of staffing at all times when performing services under this Agreement.

- f. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota. All proceedings related to this Agreement shall venue in the State of Minnesota.

9. Audit and Record Disclosures:

- a. The Provider agrees to maintain, and upon request, furnish the County with all program and financial information including evaluation and performance criteria and reports which are reasonably required for effective administration and evaluation of services. The Provider shall maintain a bookkeeping system which sufficiently and properly documents all revenue received from the County and all direct and indirect costs incurred in the performance of this Agreement.
- b. The Provider agrees to maintain all records pertaining to this Agreement at Zumbro Valley Health Center, 343 Woodlake Dr., SE, Rochester, MN 55904 for ten (10) years for audit purposes. All books, documents and accounting procedures and practices of the Provider that are relevant to this Agreement are subject to examination by the County, MNDHS, the US Dept. of Health and Human Services, and either the Legislative Auditor or State Auditor, as appropriate, for a minimum of ten (10) years. The Provider shall promptly notify the County in accordance with Section 10 of any changes in the location where its records related to this Agreement are stored or maintained. The ten (10) year record retention requirement shall survive the termination of this Agreement.
- c. Provider shall provide the County with reports as the County may from time to time reasonably require, including, but not limited to the following:
- A written Program and Statistical Report in a form approved or provided by the Lead County within thirty (30) days after the end of each quarter.
  - Quarterly  Monthly line item expense and revenue reports within thirty (30) days after the end of the each quarter/month unless otherwise indicated in writing by the County.
  - Revenue and Expense Statement and Balance Sheet on an annual basis
  - Annual certified audit and the audit's management letter within one hundred twenty (120) days of the end of any of Provider's fiscal year(s) which covers all or a portion of the Contract term.
  - Provider shall comply with the audit standards as set forth in the Single Audit Act of 1984, P.L. 98-502 and the Single Audit Act Amendments of 1996, P.L. 104-156 and Office of Management Budget Circular No. A-128, A-110, or A-133, as applicable.
  - As requested by the County, Provider shall cooperate with County's efforts related to the development of outcomes measures and indicators or other evaluation or Quality Improvement (QI) initiatives.
  - (Other) \_\_\_\_\_
- d. In accordance with Minnesota Statutes, Section 245.467, subdivision 5 (for adults) and Section 245.4878, subdivision 6 (for children), the Provider must include the name and home address of each client for whom services are included on a bill submitted to the County or County of Financial Responsibility, if the client has

consented to the release of that information and if the County or County of Financial Responsibility has requested the information. The Provider shall attempt to obtain client's consent and must explain to the client that the information can only be released with the client's consent and may be used only for purposes of payment and maintaining Provider accountability. The Provider shall document the attempt in the clients' records.

- e. If the Provider is unable to obtain consent for the release of private data, as required under Minnesota Statutes, Section 245.467, and Section 9(d) of this Agreement, the Provider shall report clients' activities to the County or the County of Financial Responsibility by way of non-identifying case numbers which must remain constant over the term of this Agreement.
- f. Upon request by the County, Provider shall provide the County with such information regarding the qualifications of its staff, including professionals, volunteers, and others, as is required by the County to verify that present and subsequent services are being rendered by competent, trained, and properly licensed or certified personnel.
- g. Provider shall notify the County within five (5) days of any changes in location, ownership, organizational structure, board of director membership, chief operating officers, or other key staff identified by the County to be integral to the performance of this Agreement.
- h. The County reserves the right to withhold payments under this Agreement pending the timely receipt of any information required in this Section 9.
- i. The County's procedures for monitoring and evaluating the Provider's performance under this contract may include, but are not limited to, on-site visits to the Provider's premise(s) or job site(s), review of client files, review of Provider's financial, statistical, and program records, a review of reports and data supplied by the Provider at the County's request. In order to assist the County in its obligation to evaluate and monitor Provider's performance, Provider shall allow authorized personnel of the County access to the Provider's premises or the job site and records.
- j. Where applicable, the Provider shall comply with all policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, and maintenance of health service records for services rendered to persons receiving services under this Agreement.
- k. If the County discovers any practice, procedure, or policy of the Provider which deviates from the requirements of this Agreement, violates federal or state law, threatens the success of the program conducted pursuant to this Agreement, jeopardizes the fiscal integrity of such program, or compromises the health or safety of recipients of the service, the County may require corrective action, withhold payment in whole or in part, suspend referrals, or terminate this

Agreement immediately. If the County notifies Provider that corrective action is required, Provider shall promptly initiate and correct any and all discrepancies, violations or deficiencies to the satisfaction of the County within thirty (30) days, unless the County notifies the Provider that it is necessary to make corrections at an earlier date in order to protect the health and safety of recipients of service.

10. Notices

All notices, certificates or other communications shall be sufficiently given when delivered via email or postal mail to the parties at their respective places of business as set forth below:

a. The County: Beth Wilms  
Fillmore County Community Services Director  
902 Houston St., NW, Suite 1  
Preston, MN 55965  
[bwilms@co.winona.mn.us](mailto:bwilms@co.winona.mn.us)

b. The Provider: David Cook  
Zumbro Valley Health Center, CEO  
343 Woodlake Dr., SE  
Rochester, MN 55904  
[dave.cook@zvhc.org](mailto:dave.cook@zvhc.org)

11. Reports of Death, Injury, Damage, or Abuse

a. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, the Provider shall immediately give notice in accordance with Section 10. In addition, Provider shall promptly submit to County, a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of the Provider's employees or agents who were involved with the incident; (4) the names of County employees, if any, involved in the incident; and (5) a detailed description of the incident.

b. Providers who provide services to persons under the age of 18 must comply with the Maltreatment of Minors reporting requirements as defined in Minnesota Statutes, section 626.556.

c. All persons 18 years and older under this current contract categorically fall under the definition of Vulnerable Adults as defined in Minnesota Statutes, section 626.5572. Providers must follow all reporting requirements as defined in Minnesota Statutes, section 626.557.

12. Safeguard of Client Information:

a. The County and the Provider must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the County under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Provider under this agreement.

The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Provider or the County.

- b. If the Provider receives a request to release the data referred to in this Section, the Provider must immediately notify the County. The County will give the Provider instructions concerning the release of the data to the requesting party before the data is released.
- c. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, or for any purpose not directly connected with the administration of Fillmore County's or Provider'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.
- d. The individual employed by the Provider who is designated to assure compliance with the Minnesota Government Data Practices Act, in accordance with Minnesota Statutes, Section 13.46, subdivision 10, paragraph (d) shall be Heather Geents.
- e. The Provider agrees to defend, indemnify, and save and hold the County, its agents, officers, and employees harmless from all claims arising out of, resulting from, or in any manner attributable to any violation or any provision of the Minnesota Government Data Practices Act, including any legal fees or disbursements paid or incurred to enforce the provisions of this article of the Agreement.
- f. To the extent that Provider performs a function or activity involving the use of "protected health information" (45 CFR 164.501), **on behalf of** the Fillmore County Community Services Department (FCCS), including, but not limited to: providing health care services; health care claims processing or administration; data analysis, processing or administration; utilization review; quality assurance; billing; benefit management; practice management; re-pricing; or otherwise as provided by 45 CFR § 160.103, provider/contractor is a business associate of FCCS for purposes of the Health Insurance Portability and Accountability Act of 1996. Provider agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Part 160-164), (collectively referred to as "HIPAA"), and has executed an addendum to this Agreement for purposes of compliance with HIPAA, which addendum is incorporated herein by this reference.

13. Equal Employment Opportunity and Civil Rights and Nondiscrimination:

- a. The Provider agrees to comply with the Civil Rights Act of 1964, Title VII, 42 U.S.C. 2000e, including Executive Order No. 11246, Title VI, 42 U.S.C. 2000d, 42 U.S.C. § 12101, et seq. ("ADA"), 28 C.F.R. § 35.101-35.190, Title IX of the Educational Amendments of 1982 as amended, Sections 503 and 504 of the Rehabilitation Act of 1973, and all other Federal regulations which prohibit

discrimination in any program receiving federal financial assistance and the Minnesota Human Rights Act, Minnesota Statutes, 363A.01 et seq.

- b. It is Fillmore County's policy that all providers desiring to do business with the County adhere to the principles of Equal Employment Opportunity and Affirmative Action. This requires not only that providers do not unlawfully discriminate in any condition of employment on the basis of race, color, sex, religion, national origin, or age but that they also take affirmative action to insure positive progress in Equal Opportunity Employment. To the extent applicable, the Provider certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363A.36. This section only applies if the Agreement is for more than \$100,000.00 and the Provider has employed 40 or more employees within the State of Minnesota on a single working day during the previous 12 months.

14. Conflict of Interest:

Provider agrees that it will neither contract for nor accept employment for the performance of any work or services with any individual, business, partnership, corporation, government, governmental unit, or any other organization that would create a conflict of interest in the performance of its obligations under this Agreement.

15. Contract Disputes:

- a. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement shall be subject to negotiation and agreement by the Manager of Fillmore County Social Services and a Region Ten Contract Manager. A written copy of the determination will be provided to the Provider and will be deemed final copy and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Provider furnishes to the Community Services Department a written appeal. The decision of Fillmore County for the determination of such appeals, shall be through the Director of Fillmore County Community Services and shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith or not supported by substantial evidence. In conjunction with any appeal proceeding under this clause, the Provider shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Provider shall proceed diligently with the performance of the Agreement.

- b. This disputes clause does not preclude consideration of questions of law.

16. Fair Hearing and Grievance Procedures:

The Provider agrees to provide for a fair hearing and grievance procedure in conformance with and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services and Minnesota Statutes, Section 256.045, which are incorporated by reference into this Agreement.

17. Indemnification:

- a. The Provider does hereby agree that it will defend, indemnify, and hold harmless, the Department and the County against any and all liability, loss, damages, costs and expenses which the Department or County may hereafter sustain, incur, or be required to pay:
- 1) By reason of any applicant or eligible recipient suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving the care and services to be furnished under this Agreement, or while on premises owned, leased, or operated by the Provider, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the Provider or any officer, agent, or employee thereof; or
  - 2) By reason of any applicant or eligible recipient causing injury to, or damage to, the property of another person, during any time when the Provider or any officer, agent, or employee thereof has undertaken or is furnishing the care and services called for under this Agreement; or
  - 3) By reason of any negligent act or omission or intentional act of the Provider, its agents, officers, or employees which causes bodily injury, death, personal injury, property loss, or damage to another during the performance of purchased services under this Agreement.
- b. This indemnity provision shall survive the termination or expiration of this Agreement. The County does not intend to waive any immunity it may have by statute or common law.

18. Insurance and Bonding:

- a. In order to protect itself and the County under the indemnity provisions set forth above, Provider shall, at the Provider's expense, procure and maintain the following insurance coverage at all times during the term of the Agreement:
- A general liability insurance policy in the amount of \$1,500,000 for bodily injury or property damage to any one person and for total injuries or damages arising from any one incident. The County must be named an additional insured and shall be sent a certificate of insurance on an annual basis.
  - Worker's compensation insurance per Minnesota Statute, section 176.181.
  - Professional liability insurance policy for licensed professionals with a minimum aggregate amount of \$1,000,000.
  - Fidelity Bond or insurance coverage for theft/dishonesty that covers theft of a client's funds or belongings with a minimum amount of \$15,000; when the provider and/or provider employees handle clients' funds or have direct access to clients' belongings.
- b. By signing this Agreement, the Provider certifies that they are in compliance with this Section.
- c. The Provider at all times is solely responsible to maintain in force the insurance coverage required under this Agreement and shall provide, without demand by County, annual certificates and/or pertinent documentation regarding insurance

renewal or termination to a Region Ten Contract Manager. If the certificate is not received by the expiration date, County shall notify Provider and Provider shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim.

- d. A Region Ten Contract Manager reserves the right to request and obtain all insurance information pertinent to this Agreement, directly from the Provider's insurance agent(s).
  - e. Failure by the Provider to maintain insurance coverage as set forth in this Section 18 is a default of this Agreement, which entitles the County, at its sole discretion, to terminate this Agreement immediately.
19. Contractor Debarment, Suspension, and Responsibility Certification
- a. Federal Regulation 45 CFR 92.35 prohibits Fillmore County 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, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State of Minnesota or Fillmore County. 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 Agreement, the Provider certifies that they are in compliance with these regulations.
  - b. By signing this Agreement, the Provider certifies that it and its principals and employees:
    - 1) 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 County or agency; and
    - 2) Have not within a three (3) year period preceding this Agreement:
      - a) 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;
      - b) Violated any federal or state antitrust statutes; or
      - c) Committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
    - 3) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
      - a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction;
      - b) Violating any federal or state antitrust statutes; or
      - c) Committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

- 4) Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above.
  - 5) Shall immediately give written notice as per Section 10 of this Agreement should Provider 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.
- c. "Principals" for the purpose of this certification means officers; directors; owners; partners; and persons having primary management or supervisor responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).
  - d. Directions for on-line access to excluded providers:
    - 1) To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at <http://oig.hhs.gov/>
    - 2) If you do not have access to the website, and/or need the information in an alternative format, contact: Beth Wilms, Fillmore County Community Services Director, at (507) 765-2175.

20. Conditions of the Parties' Obligations:

- a. Before the termination date specified in the first paragraph of this Agreement, Fillmore County may evaluate the contract performance of the Provider and determine whether such performance merits renewal of this Agreement.
- b. The County will only reimburse for services specified in this Agreement. Amendments to the contract must be signed by both parties and prepared according to Section 23 of this Agreement.
- c. No claim for services furnished by the Provider not specifically provided in the agreement will be allowed by the County, nor must the Provider do any work or furnish any material not covered by the agreement, unless this is approved in writing by the County. Such approval must be considered a modification of the agreement.
- d. If there is a revision of Federal regulations which might make this Agreement ineligible for Federal financial participation, all parties will review this Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new Federal regulations.
- e. If there should be any change in mode of delivery of service, type of client being served or change in policy regarding services being purchased, the Fillmore County Social Services Department must be notified, in writing, prior to action taking place.

- f. In accordance with Minnesota Statutes, Section 245.466, subdivision 3 (1), the Commissioner of the Minnesota Department of Human Services is a third party beneficiary to this contract. The Provider specifically acknowledges and agrees that the MN Department of Human Services has standing to and may take any appropriate administrative action or may sue the Provider 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 agreement between the County and the Provider. The Provider specifically acknowledges that the County and the MN Department of Human Services are entitled to and may recover from the Provider reasonable attorney's fees and costs and disbursements associated with any action taken under this section that is successfully maintained. This provision shall not be construed to limit the rights of any party to the agreement 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.

21. Independent Contractor:

- a. Provider is to be and shall remain an independent contractor with respect to any and all work and/or services performed under this Agreement. It is agreed that nothing herein contained in this Agreement is intended or should be construed in any manner as creating the relationship of co-partners, joint venturers, or an association with the County and the Provider, nor shall the Provider, its employees, agents, and representatives be considered employees, agents, and representatives of the County.
- b. The Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Provider or other persons, while engaged in the performance of any work or services required by the Provider under this Agreement, shall have no contractual relationship with the County and shall not be considered employees of the County, and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Provider, its officers, agents, contractors, or employees shall in no way be the responsibility of the County. The Provider and its personnel shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.
- c. Provider shall defend, indemnify, and hold the County, its officers, agents, and employees harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County,

including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.

22. Subcontracting:

- a. The Provider shall not enter into any subcontract for performance of the services contemplated under this Agreement nor assign any interest in the Agreement without the prior written consent of the County. All subcontracts shall be in writing and shall comply with all County requirements, state requirements, and applicable law. At any time, the County may require a complete listing of all subcontractors and/or copies of subcontracts for the purpose of fulfilling its obligations under the terms of this Agreement. Provider shall be legally responsible for subcontractors' compliance with the terms and conditions of this Agreement and with applicable law. In addition, Provider shall be legally responsible to County for the acts and omissions of any subcontractors and persons either directly or indirectly employed by them and ensure compliance to the subcontract and Minnesota Rules, part 9525.1870, subpart 3.
- b. The Providers must ensure that any and all subcontracts to provide services under this Agreement must contain the following language:
  - 1) "The subcontractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as a third-party beneficiary, is an affected party under this Agreement. The subcontractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or may sue the Provider 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. Minnesota Department of Human Services is entitled to and may recover from the provider reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision must not be construed to limit the rights of any party to the contract or any other third-party beneficiary, nor must it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver or immunity."

23. Modification of Agreement:

Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed, and attached to the original of this agreement.

24. Default:

- a. Force Majeure: Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include fire, flood, epidemic, strikes, acts of God, unusually severe weather, acts of civil or military authority, acts of terrorism, delays or defaults caused by public

carriers, or natural disasters which cannot reasonably be forecast or provided against.

- b. Inability to Perform: Provider shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the services to be purchased by the County. The Provider shall immediately notify the County, according to Section 10, whenever it is unable to, or reasonably believes it is going to be unable to provide the agreed upon quality or quantity of Purchased Services. Upon such notification, Fillmore County and Provider shall determine whether such inability will require a suspension of referrals and/or modification/cancellation of the Agreement.
- c. Changes in Policies or Staff: The County reserves the right to suspend or terminate this contract on ten (10) days written notice if the County, in its sole discretion, does not approve of significant proposed or actual changes in Provider's policies or staff.
- d. Default by Provider: Unless cured or excused by the Force Majeure provision in Section 24(a) or County default, each of the following shall constitute default on the part of the Provider:
  - 1) Fails to provide services called for by this Agreement within the time specified herein or any extension thereof;
  - 2) Provider is in such financial condition so as to endanger the performance of this Agreement;
  - 3) Makes material misrepresentations either in the attached exhibits and documents or in any other material provision or condition relied upon in the making of this Agreement;
  - 4) Persistently disregards laws, ordinances, rules, regulations or orders of any public authority, including the County;
  - 5) Failing to perform any other material provision of this Agreement.
- e. Default by County Unless cured or excused by the Force Majeure provision in Section 24(a) or Provider default, each of the following shall constitute default on the part of the County:
  - 1) Making material misrepresentations either in the Agreement or Attachments or in any other material provision or condition relied upon in the making of this Agreement
  - 2) Failing to perform any other material provision of this Agreement.
- f. Written Notice of Default: Unless a different procedure and/or effective date is provided within the specific article or paragraph of this Agreement under which default, failure or breach occurs, no event shall constitute a default giving rise to the right to terminate unless and until a written Notice of Default is provided to the defaulting party, via certified mail, specifying the particular event, series of events or failure constituting the default and cure period.
- g. Cure Period: if the party in default fails to cure the specified circumstances as described by the Notice of Default within ten (10) days, or such additional time as

may be authorized by the County, then the whole or any part of this Agreement may be terminated by Written Notice of Termination.

25. Termination:

- a. Termination without Cause: Either party may terminate this Agreement at any time without cause by providing thirty (30) days' advance written notice to the other party via certified mail. The notice shall state the effective date of the termination. Written notice of terminate by the Provider shall be addressed to Fillmore County Social Services, 902 Houston Street, NW, Suite 1, Preston, MN 55965.
- b. Termination with Cause: The County may suspend and/or terminate this Agreement for good cause immediately upon written notice to the Provider. "Good cause" includes, but is not limited to, failure of the Provider to perform a material requirement of the Agreement. "Good cause" shall also include Provider's failure to implement corrective action in a timely fashion pursuant to Section 24(g) of this Agreement.
- c. Reduction and/or Termination of Government Funding: Notwithstanding any other provision of this Agreement, if the state or federal government terminates or reduces its funding to the County for services that are to be provided under this Agreement, then the County may, by amendment, reduce funding or terminate the Agreement as appropriate. The County will notify the Provider as soon as it receives confirmation of reduction from the funding source(s). Furthermore, the County shall not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.
- d. Written Notice of Termination: Notice of Termination shall be made by certified mail or personal delivery to the authorized agent of the party. Notice is deemed effective upon deposit of written notice in the United States Mail and addressed to the party authorized to receive notice as specified in Section 10.
- e. Duties of Provider upon Termination: Upon delivery of the Notice of Termination, and where applicable, Provider shall:
  - 1) Discontinue performance of this Agreement on the date and to the extent specified in the Notice of Termination;
  - 2) Immediately notify all clients of the Notice of Termination who are receiving services pursuant to this Agreement;
  - 3) Cancel all service agreements and subcontracts to the extent that they relate to the performances cancelled by the Notice of Termination;
  - 4) Complete performance of such terms that have not been cancelled by the Notice of Termination;
  - 5) Submit a final invoice for services provided prior to termination, within thirty (30) days of the date of termination.
- f. Duties of County upon Termination: Upon delivery of the Notice of Termination, and except as otherwise provided, County:

- 1) Shall make final payment within thirty (30) days for any services satisfactorily provided up through the date of termination in accordance with the terms of the Agreement.
  - 2) Shall not be liable for any services provided after Notice of Termination, except as stated above or as authorized by the County in writing.
- g. Survival of Obligations after Termination: Upon Termination of this Agreement, County will no longer refer clients to the Provider under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:
- 1) Provider shall, pursuant to the Notice of Termination and/or upon written approval of the Community Services Director, continue services/care to clients receiving services/care from Provider until completion of services/care or continuation of services/care by another provider can be arranged by the County.
  - 2) County shall arrange for such transfer of services/care no later than thirty (30) days after Agreement termination if the clients' care is not by then completed.
  - 3) County, any payer, and Provider will continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination as provided above.
  - 4) Provider will continue to remain obligated with respect to the confidentiality, auditing, client file maintenance, other requirement outlined in this Agreement, and transfer of the client's files to the County or the client's new provider of services.

26. Contract Rights, Remedies, and Waiver:

- a. The rights and remedies of the County provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- b. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be construed to be modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of the County, and attached to the original Agreement.

27. Damages:

- a. Duty to Mitigate: Both parties shall use their best efforts to mitigate any damages which might be suffered by reason of any event giving rise to a remedy hereunder.
- b. Damages for Breach: Notwithstanding any other provision of this Agreement to the contrary, upon breach of this Agreement by the Provider, the County may withhold final payment due to Provider until such time as the exact amount of damages due is determined.

28. Merger:

- a. Entire Agreement: It is understood and agreed that the entire agreement of the parties is contained in Sections 1-28, Attachments A and Exhibits A - H. This Agreement supersedes all oral agreements and negotiations relating to this contract including any previous agreements pertinent to the services described in this contract. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Fillmore County and the Provider have executed this Agreement as of the day and year first written above:

Provider, having signed this contract, and the Fillmore County Board of Commissioners having duly approved this contract on \_\_\_\_\_, and pursuant to such approval and the proper County officials having signed this contract, the parties hereto agree to be bound by the provisions herein set forth.

COUNTY OF FILLMORE  
STATE OF MINNESOTA

FILLMORE COUNTY  
BOARD OF COMMISSIONERS

ZUMBRO VALLEY HEALTH CENTER

BY: \_\_\_\_\_  
Chairperson of the County Board

BY: \_\_\_\_\_  
David Cook  
Chief Executive Officer

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

FILLMORE COUNTY COMMUNITY SERVICES:

BY: \_\_\_\_\_  
Bobbie Vickerman  
Coordinator/Community Services Director

DATED: \_\_\_\_\_

APPROVED AS TO FORM AND EXECUTION:

BY: \_\_\_\_\_  
Brett Corson  
Fillmore County Attorney

DATED: \_\_\_\_\_

**AGENCY NAME:** Zumbro Valley Health Center  
**CONTRACT TYPE:** POS – Crisis Services  
**INVOICES:** Fillmore County Community Services  
 902 Houston Street, Suite 1  
 Preston, MN 55965

SERVICE DESCRIPTION – Harmony Site	CODE	UNITS	RATE	TYPE	TOTAL
Adult Outpatient Treatment	4520	1 day per week for 50 weeks	\$792.00	DAY	\$39,600.00

The Harmony Site services shall be used in combination with TCM/General Case Management funding to fund costs associated with services provided to Fillmore County clients at the Harmony site.

SERVICE DESCRIPTION – Olmsted Site	CODE	UNITS	RATE	TYPE	TOTAL
Adult Residential Crisis Stabilization	4360	*	\$415.94**	DAY	*
Adult Residential Treatment	4740	*	\$415.94**	DAY	*
Connection and Referral Unit: Detox	3711	*	\$356.00	DAY	*
Adult Outpatient Treatment	4520	NA	***	HR	\$10,000.00

\* Services will be provided on an as-needed basis, without a specified budget amount allocated to Zumbro Valley.  
 \*\* Includes Room and Board Rate paid by State GRH Program (GRH = \$28.80) – Rate paid by Fillmore County is \$387.14 for uninsured clients only.  
 \*\*\* Therapist = \$179.00 Licensed Psychologist/PhD = \$215.00 Diagnostic Assessment = \$282.00  
 Med Management = \$140.00

PURCHASE OF SERVICE AGREEMENT  
MENTAL HEALTH SERVICES  
CASE MANAGEMENT & TARGETED CASE MANAGEMENT

The Fillmore County Board of Commissioners, 101 Fillmore Street, Preston, Minnesota 55965 (Fillmore County), through its local social services agency, Fillmore County Community Services, hereafter referred to as the "County", and **Zumbro Valley Health Center**, 343 Woodlake Drive Southeast, Rochester, Minnesota 55904, hereafter referred to as the "Provider", enter into this Agreement for the period from January 1, 2016 to December 31, 2016, and/or shall remain in effect until a new contract is signed by both parties or terminated under provisions of Section 25, Termination, paragraph a.

WITNESSETH

WHEREAS, the Provider is an approved vendor according to the Minnesota Statutes, Section 256.0112 to provide services as specified under Section 1, paragraph a; and

WHEREAS, Minnesota Statutes, Sections 245.461 to 245.486 and 245.487 to 245.4887 establishes the Comprehensive Adult Mental Health Act and the Comprehensive Children's Mental Health Act; and

WHEREAS, the County is required to provide mental health services in accordance with the Comprehensive Mental Health Act; and

WHEREAS, the Provider is a Medical Assistance (Medicaid) provider and an approved vendor under Minnesota Rules, parts 9520.0750 to 9520.0870 and able to provide mental health services to persons; and

WHEREAS, the Provider, pursuant to Minnesota Statutes, section 256D.06, subdivisions 5 and 5a, , is required to screen residents who may be eligible for SSI and provide screening results to Fillmore County; and

WHEREAS, Fillmore County, pursuant to MN Statutes, section 373.01, 373.02, and 256M.60, wishes to purchase such program services from the Provider; and

WHEREAS, the Provider represents that it is duly qualified and willing to perform such services in accordance with Mental Health Targeted Case Management (MH-TCM) requirements as outlined in Minnesota Statute 256B.0625;

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

1. Purchase of Service:
  - a. Pursuant to MN Statutes 256M (Vulnerable Children and Adults Act) and as further detailed in Attachment A to this Agreement, Fillmore County agrees to purchase and the Provider agrees to furnish the following services:

SERVICE DESCRIPTION

**Children's Mental Health Targeted Case Management**

**Adult Mental Health Targeted Case Management**

**Adult Case Management**

**Children's Case Management**

**Mental Health Targeted Case Management** – "Case management services" means activities that are coordinated with the family community support services and are designed to help the child with severe emotional disturbance and the child's family obtain needed mental health services, social services, educational services, health services, vocational services, recreational services, and related services in the areas of volunteer services, advocacy, transportation, and legal services. Case management services include assisting in obtaining a comprehensive diagnostic assessment, if needed, developing a functional assessment, developing an individual family community support plan, and assisting the child and the child's family in obtaining needed services by coordination with other agencies and assuring continuity of care. Case managers must assess and reassess the delivery, appropriateness, and effectiveness of services over time.

- b. Purchased Services will be provided at Zumbro Valley Health Center, Harmony Office, 65 Main Ave N, Harmony, MN 55935 and/or locations as approved by Fillmore County.

2. Attachments/Contract Documentation:

- a. As a condition precedent to the execution of this Agreement, as well as enabling the County to document compliance with state and federal laws, rules and regulations, Provider shall provide the following documents or information in a form acceptable to the County.

Exhibit A: Program Narrative/Brochure, including description of services to be provided and eligibility criteria

Exhibit B: Job Descriptions and Professional Qualifications of Personnel

Exhibit C: Financial Data

Exhibit D: Organization Status and Structure, Names and Addresses of directors, partners, and/or officers as applicable

Exhibit E: Statistics

Exhibit F: Other, as follows: \_\_\_\_\_

- b. All documents and/or information provided pursuant to this Section shall be maintained in the Agreement supporting documentation file and shall be considered a part of this Agreement.

3. Cost and Delivery of Purchased Services:

- a. Children's Mental Health Targeted Case Management (CMH-TCM); the rate is \$809.00 per month per eligible client.
- b. Adult Mental Health Targeted Case Management (MH-TCM); reimbursement for services to eligible clients shall be a per client case rate of \$809.00 Services shall be paid by the Department of Human Services, based on client services submitted

by Zumbro Valley Health Center to DHS and approved for payment by the State through the MMIS system.

- c. Adult Case Management; the unit cost for providing the services to reimbursement eligible clients is \$809.00. Reimbursement shall be made on the basis of 100% of the full cost of services to eligible clients.
  - d. Children's Case Management; the unit cost for providing the services to reimbursement eligible clients is \$809.00. Reimbursement shall be made on the basis of 100% of the full cost of services to eligible clients.
  - e. The Provider certifies that the services to be provided under this Agreement are not otherwise available without cost to eligible clients. The Provider 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 Provider further certifies that rates of payment for Purchased Services do not reflect any administrative or program cost assignable to private pay or third-party pay service recipients.
  - f. The Provider shall, when applicable, make every effort to collect fees from clients deemed able to pay (partial or full) and further will submit claims for all types of eligible insurance reimbursements (M.A., Private, Group, etc.). It is understood and agreed that, for fee eligible recipients, fees shall be charged and collected in accordance with fee policy and schedules adopted by the Fillmore County Board of Commissioners and approved by the Commissioner of Human Services in accordance with the provisions of Minnesota Statutes 256M.60, Subd. 6.
  - g. The Provider shall not charge any program or service fee to social service eligible clients except in accordance with paragraph c above. If the collection of social service fees is delegated to the Provider, the Provider shall provide Fillmore County Community Services, Social Services Division with information about fees collected and the fee source.
4. Eligibility for Services:
- a. CMH-TCM:
    - 1) For purposes of eligibility for case management and family community support services, the child must have severe emotional disturbance and meet one of the following criteria:
      - a) The child has been admitted within the last three years or is at risk of being admitted to inpatient treatment or residential treatment for an emotional disturbance; or
      - b) The child is a Minnesota resident and is receiving inpatient treatment or residential treatment for an emotional disturbance through the interstate compact; or
      - c) The child has one of the following as determined by a mental health professional:
        - i. Psychosis or a clinical depression; or
        - ii. Risk of harming self or others as a result of an emotional disturbance; or

- iii. Psychopathological symptoms as a result of being a victim of physical or sexual abuse or of psychic trauma within the past year;
    - d) The child, as a result of an emotional disturbance, has significantly impaired home, school or community functioning that has lasted at least one year or that in the written opinion of a mental health professional, presents substantial risk of lasting at least one year.
- 2) The Provider will collaborate with the County to make the determination regarding eligibility for MH-TCM services, then the County will make the case assignment to County/contracted case managers.
- 3) For TCM eligible recipients:
  - a) The Provider will make services available to children authorized by the certified county to receive TCM.
  - b) The Provider must have a contract on file with the Minnesota Department of Human Services.
  - c) The County/designee will gather the initial assessment material to determine the child's mental health status. Once the child has been determined to be eligible and referred for MH-TCM services, a provider will be assigned which will either be a contract or county service provider.
- 4) MH-TCM Eligible Recipient documentation requirements are as follows:
  - a) The case record must contain a written description of each encounter of MH-TCM services provided to each individual client. This description must include: client name, case number, date of birth, date of service, name and relationship of the contacted person to the client, nature and extent of service being provided, name and professional title of the person providing the services, type of contact (face-to-face or telephone) and location of contact. The case record should contain a description of all case management activities on behalf of the client whether or not a billable contact occurs.
  - b) MH-TCM is child specific; therefore, each child must have his/her own documentation. This documentation may be part of an existing case file. The following information must be in the child's case file:
    - i. Case number, client identification, client name, and client date of birth;
    - ii. The Assessment
    - iii. The determination that the child is eligible to receive TCM services. It must contain a written description of the child's/family's situation and which condition of eligibility the child meets;
    - iv. The written Individual Family Community Support Plan
    - v. Plan including the necessary services, the plan to obtain those services, and how the agency will monitor the services; and
    - vi. Details of each contact, including; identification of client, name of contact, relationship of person contacted to the client, location of contact, type of contact (face-to-face or telephone), kind of service provided, and date of contact.
    - vii. A telephone contact only applies to a child placed in an excluded time facility or through the Interstate Compact more than 60 miles beyond the county or reservation borders. There may not be more than two consecutive months without a face-to-face contact.
    - viii. Provision of team case management and coordination of services will be documented in the record of care by the County and the Provider

- c) In addition to the documentation requirements the Provider will complete a Child and Adolescent Functional Assessment (CAFAS) on each child served. This will be completed within thirty days of case opening, and every 180 days thereafter and at case closure, or whenever a significant change in youth functioning occurs.
- b. MH-TCM:
  - 1) The County will assign cases to the Provider and will facilitate regular meetings to coordinate services. Service eligibility will be determined according to eligibility established by Fillmore County Community Services.
  - 2) The parties understand and agree that the County must determine preliminary and final client eligibility.
- c. Case Management:
  - 1) Preliminary eligibility for clients will be determined either:
    - a) By the County, or
    - b) By the Provider. When the Provider has been delegated to make the preliminary determination of the client's eligibility for Purchased Services, the Provider shall complete and send to Fillmore County, Community Services Department, within five (5) working days of the date of application, an Application for Purchased Services.
  - 2) Final eligibility will be determined by Fillmore County. Fillmore County will, within five (5) calendar days of receipt of the application for Purchase Services, certify in writing to the Provider the client's final eligibility for Purchased Services, and prescribe the amount, disposition, and method of collection of any fees for said Purchased Services.
  - 3) Clients with a DSM, V Code diagnosis will be limited to three (3) County paid sessions.
- d. When Fillmore County has determined that a client is no longer eligible for Purchased Services, Fillmore County shall, within ten (10) days of that determination, notify Provider of such determination.
- e. The Provider must notify the County and the client in writing whenever the Provider proposes to discharge or terminate service(s) to a client. The notice must be sent at least sixty (60) days prior to the proposed date of discharge or termination, and must include the specific grounds for discharge or termination of service(s). The Provider must not discharge or terminate services to a client prior to the proposed date unless delay would seriously endanger the health, safety, or well-being of other residents or service recipients.
- f. If the County has sufficient reason to believe that the safety or well-being of a person receiving services may be endangered by the actions of the Provider, its agents and/or employees, the County may require that the Provider immediately terminate providing services to the person. No payments shall be made for the period in which services are suspended or terminated.
- g. The Provider must establish written procedures for discharging a client or terminating services to a client. The written procedures must include preparation of a summary of findings, processes, and plans to be transmitted with the client.

5. Delivery of Care Services: (If Applicable)  
Except as noted the Provider retains control over:
  - a. Intake procedures and program requirements.
  - b. The methods, times, means and personnel for providing Purchased Services to eligible clients.
  - c. When to end Purchased Services to an eligible client. Exception: when the client has an Individual Service Plan and/or Habilitation Plan which is monitored by a County case manager.
  - d. Nothing in the agreement requires the Provider to serve eligible clients, but all clients must be given the right to apply. If services are denied, the client must be informed of the reason for denial and the process for appealing the denial.
  
6. Individual Service Plan (If Applicable)
  - a. The parties understand and agree that all services provided to eligible recipients under the terms of this Agreement must be in accordance with the individual service plan developed for the individual client in collaboration with the client's case manager; as required under Minnesota Statutes, section 245.4711, subdivision 5 (for adults) and section 245.4881, subdivision 5 (for children).
  - b. Performance of the Provider will be monitored in accordance with client outcomes, goals, and indicators as specified in the Individual Service Plan (ISP).
  - c. The County may delegate the development of Individual Service Plans to the Provider. If the responsibility is being delegated, the Provider must ensure development of the ISP's.
  
7. Payment for Purchased Services:
  - a. CMH-TCM:  
To claim the \$815.00 monthly reimbursement for TCM services the Provider will bill Medical Assistance through the Minnesota Department of Human Services on the HCFA-1500 format. This billing will occur on a per client basis.
  - b. MH-TCM:  
The Provider is designated by the County to bill DHS directly for services and upon receipt of the authorization form (generated by the State), may electronically submit billings to DHS every two weeks and/or monthly on HCFA 1500 claim form. Questions should be referred to the Provider Help Line 1-800-657-3739.
  - c. Case Management:
    - 1) The Provider shall, within five (5) working days, following the last day of each calendar month, submit a standard invoice for Purchased Services to Fillmore County. The invoice shall show: (1) total program and administrative expenditures for the month; and/or (2) an itemized amount by eligible individuals served, identifying the service(s) provided, number of units provided, cost per unit, and administrative costs allocated to the provision of purchased services.

- 2) Fillmore County shall, within thirty (30) days of the receipt of the invoice, make payment for all units of service billed for eligible clients that are correct and complete. It is understood and agreed that total payment under this contract shall not exceed the amount specified in Section 3(a) above.
8. CMH-TCM and MH-TCM Provider Qualifications and Training:
- a. The Provider's staff must pass a criminal history check through the Bureau of Criminal Apprehension.
  - b. When providing MH-TCM services, Provider must:
    - 1) Be qualified and licensed to provide services in accordance with the provisions of Minnesota Statutes pertaining to Mental Health Targeted Case Management (245.461 to 245.4887) and the Minnesota Department of Human Services Rule (Parts 9520.0900 to 9520.0926 and 9505.0322 excluding subpart 10) pertaining to Mental Health Targeted Case Management.
    - 2) Provide assurance that case managers will possess the minimum qualifications as defined in Minnesota Statute 245.462, subd. 4.
      - a) A case manager must:
        - 1) be skilled in the process of identifying and assessing a wide range of client needs;
        - 2) be knowledgeable about local community resources and how to use those resources for the benefit of the client;
        - 3) have a bachelor's degree in one of the behavioral sciences or related fields including, but not limited to, social work, psychology, or nursing from an accredited college or university or meet the requirements of paragraph (b); and
        - 4) meet the supervision and continuing education requirements described in paragraphs (c), (d), and (e), as applicable.
      - b) Case managers without a bachelor's degree must meet one of the requirements in clauses (1) to (3):
        - 1) have three or four years of experience as a case manager associate as defined in this section;
        - 2) be a registered nurse without a bachelor's degree and have a combination of specialized training in psychiatry and work experience consisting of community interaction and involvement or community discharge planning in a mental health setting totaling three years; or
        - 3) be a person who qualified as a case manager under the 1998 Department of Human Service waiver provision and meet the continuing education and mentoring requirements in this section.
      - c) A case manager with at least 2,000 hours of supervised experience in the delivery of services to adults with mental illness must receive regular ongoing supervision and clinical supervision totaling 38 hours per year of which at least one hour per month must be clinical supervision regarding individual service delivery with a case management supervisor. The remaining 26 hours of supervision may be provided by a case manager with two years of experience. Group supervision may not constitute more than one-half of the required supervision hours. Clinical supervision must be documented in the client record.

- d) A case manager without 2,000 hours of supervised experience in the delivery of services to adults with mental illness must:
  - 1) receive clinical supervision regarding individual service delivery from a mental health professional at least one hour per week until the requirement of 2,000 hours of experience is met; and
  - 2) complete 40 hours of training approved by the commissioner in case management skills and the characteristics and needs of adults with serious and persistent mental illness.
- e) A case manager who is not licensed, registered, or certified by a health-related licensing board must receive 30 hours of continuing education and training in mental illness and mental health services every two years.
- f) A case manager associate (CMA) must:
  - 1) work under the direction of a case manager or case management supervisor;
  - 2) be at least 21 years of age;
  - 3) have at least a high school diploma or its equivalent; and
  - 4) meet one of the following criteria:
    - i. have an associate of arts degree in one of the behavioral sciences or human services;
    - ii. be a registered nurse without a bachelor's degree;
    - iii. within the previous ten years, have three years of life experience with serious and persistent mental illness as defined in section 245.462, subdivision 20; or as a child had severe emotional disturbance as defined in section 245.4871, subdivision 6; or have three years life experience as a primary caregiver to an adult with serious and persistent mental illness within the previous ten years;
    - iv. have 6,000 hours work experience as a nondegreed state hospital technician; or
    - v. be a mental health practitioner as defined in section 245.462, subdivision 17, clause (2).
  - 5) Individuals meeting one of the criteria in items (i) to (iv), may qualify as a case manager after four years of supervised work experience as a case manager associate. Individuals meeting the criteria in item (v), may qualify as a case manager after three years of supervised experience as a case manager associate.
- g) A case management associate must meet the following supervision, mentoring, and continuing education requirements:
  - 1) have 40 hours of pre-service training described under paragraph (d), clause (2);
  - 2) receive at least 40 hours of continuing education in mental illness and mental health services annually; and
  - 3) receive at least five hours of mentoring per week from a case management mentor.

A "case management mentor" means a qualified, practicing case manager or case management supervisor who teaches or advises and provides intensive training and clinical supervision to one or more case manager associates. Mentoring may occur while providing direct services to consumers in the office

or in the field and may be provided to individuals or groups of case manager associates. At least two mentoring hours per week must be individual and face-to-face.

- h) A case management supervisor must meet the criteria for mental health professionals, as specified in section 245.462, subdivision 18.
- i) An immigrant who does not have the qualifications specified in this subdivision may provide case management services to adult immigrants with serious and persistent mental illness who are members of the same ethnic group as the case manager if the person:
  - 1) is currently enrolled in and is actively pursuing credits toward the completion of a bachelor's degree in one of the behavioral sciences or a related field including, but not limited to, social work, psychology, or nursing from an accredited college or university;
  - 2) completes 40 hours of training as specified in this subdivision; and
  - 3) receives clinical supervision at least once a week until the requirements of this subdivision are met.

9. Standards and Licenses:

- a. The Provider agrees to comply with all federal, state, county and local laws, regulations, ordinances, rules and certifications as pertaining to the facilities, programs and staff for which the Provider in the performance of its obligations under the Agreement is responsible during the term of this Agreement. This will include, but not be limited to, current health, fire marshal, and program licenses, meeting zoning standards, certification of staff when required, insurance coverage, background check requirements, and all other applicable laws, regulations, ordinances, rules and certifications which are effective, or will become effective, during the period of this Agreement. Further, the Provider agrees to the following:
  - 1) During the term of this Agreement, the Provider agrees to comply with all applicable state licensing standards, all applicable accrediting standards, and any other standards or criteria, including insurance coverage, established by the County to assure quality service.
  - 2) Failure to meet such standards may be cause for cancellation of this Agreement. Notwithstanding any other provision of this Agreement, such cancellation may be effective as of the date of such failure.
- b. The Provider shall supply copies of such licenses, certifications or registrations to the County upon request by the County.
- c. The Provider agrees to inform the County, in writing, of the following related to it or its employees immediately upon:
  - 1) Any changes in licensure status and/or any reported warning to suspend or revoke licensure status.
  - 2) Any allegations and/or investigation by a governmental agency of fraud or criminal wrongdoing
  - 3) Any federal exclusion of an individual or entity of this Agreement, or any conviction that could result in federal exclusion.
- d. In the event that licensure or certification of any employee of the Provider requiring licensure, certifications, or registrations is suspended, revoked, or terminated, or

expires, said employee shall cease the provision of services under this Agreement immediately.

- e. Provider shall ensure that all services delivered by staff are within their scope of licensure and practice. Provider shall ensure that all personnel, including any subcontractors performing services under this Agreement, receive appropriate training and supervision. Provider shall also maintain appropriate levels of staffing at all times when performing services under this Agreement.
- f. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in the State of Minnesota.

10. Audit and Record Disclosures:

- a. The Provider agrees to maintain, and upon request, furnish the County with all program and financial information including evaluation and performance criteria and reports which are reasonably required for effective administration and evaluation of services. The Provider shall maintain a bookkeeping system which sufficiently and properly documents all revenue received from the County and all direct and indirect costs incurred in the performance of this Agreement.
- b. The Provider agrees to maintain all records pertaining to this Agreement at Zumbro Valley Health Center, 343 Woodlake Dr., SE, Rochester, MN 55904 for ten (10) years for audit purposes. All books, documents and accounting procedures and practices of the Provider that are relevant to this Agreement are subject to examination by the County, MNDHS, the US Dept. of Health and Human Services, and either the Legislative Auditor or State Auditor, as appropriate, for a minimum of ten (10) years. The Provider shall promptly notify the County in accordance with Section 11 of any changes in the location where its records related to this Agreement are stored or maintained. The ten (10) year record retention requirement shall survive the termination of this Agreement.
- c. Provider shall provide the County with reports as the County may from time to time reasonably require, including, but not limited to the following:
  - A written Program and Statistical Report in a form approved or provided by the Lead County within thirty (30) days after the end of each quarter.
  - Quarterly  Monthly line item expense and revenue reports within thirty (30) days after the end of the each quarter/month unless otherwise indicated in writing by the County.
  - Revenue and Expense Statement and Balance Sheet on an annual basis  Annual certified audit and the audit's management letter within one hundred twenty (120) days of the end of any of Provider's fiscal year(s) which covers all or a portion of the Contract term.
  - Provider shall comply with the audit standards as set forth in the Single Audit Act of 1984, P.L. 98-502 and the Single Audit Act Amendments of 1996, P.L. 104-156 and Office of Management Budget Circular No. A-128, A-110, or A-133, as applicable.
  - As requested by the County, Provider shall cooperate with County's efforts related to the development of outcomes measures and indicators or other evaluation or Quality Improvement (QI) initiatives.

- The Provider agrees to report to the County or County of Financial Responsibility according to specifications of the Community Mental Health Reporting System (CMHRS), and according to other specifications of the County of Financial Responsibility. The CMHRS requires the following data on each mental health client on a monthly or specified basis:
- 1) A client specific ID number that adheres to data privacy restrictions in Minnesota Statutes, Chapter 13;
  - 2) The number of case management units of service provided to each client; and
  - 3) The date of birth, race, and sex of each client.
- (Other) \_\_\_\_\_

- d. The Provider shall request client consent for the release of information to be used for billing and individual record audit purposes. The Provider shall document the request in the client's record. If the Provider is unable to obtain consent for the release of private data, the Provider shall report client's activities to the County by way of non-identifying case numbers which must remain constant over the term of the Agreement.
- e. Upon request by the County, Provider shall provide the County with such information regarding the qualifications of its staff, including professionals, volunteers, and others, as is required by the County to verify that present and subsequent services are being rendered by competent, trained, and properly licensed or certified personnel.
- f. Provider shall notify the County within five (5) days of any changes in location, ownership, organizational structure, board of director membership, chief operating officers, or other key staff identified by the County to be integral to the performance of this Agreement.
- g. The County reserves the right to withhold payments under this Agreement pending the timely receipt of any information required in this Section 10.
- h. The County's procedures for monitoring and evaluating the Provider's performance under this contract may include, but are not limited to, on-site visits to the Provider's premise(s) or job site(s), review of client files, review of Provider's financial, statistical, and program records, a review of reports and data supplied by the Provider at the County's request. In order to assist the County in its obligation to evaluate and monitor Provider's performance, Provider shall allow authorized personnel of the County access to the Provider's premises or the job site and records.
- i. Where applicable, the Provider shall comply with all policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, and maintenance of health service records for services rendered to persons receiving services under this Agreement.
- j. If the County discovers any practice, procedure, or policy of the Provider which deviates from the requirements of this Agreement, violates federal or state law, threatens the success of the program conducted pursuant to this Agreement,

jeopardizes the fiscal integrity of such program, or compromises the health or safety of recipients of the service, the County may require corrective action, withhold payment in whole or in part, suspend referrals, or terminate this Agreement immediately. If the County notifies Provider that corrective action is required, Provider shall promptly initiate and correct any and all discrepancies, violations or deficiencies to the satisfaction of the County within thirty (30) days, unless the County notifies the Provider that it is necessary to make corrections at an earlier date in order to protect the health and safety of recipients of service.

11. Notices

All notices, certificates or other communications shall be sufficiently given when delivered via email or postal mail to the parties at their respective places of business as set forth below:

a. The County: Beth Wilms  
Fillmore County Community Services Director  
902 Houston St., NW, Suite 1  
Preston, MN 55965  
[bwilms@co.winona.mn.us](mailto:bwilms@co.winona.mn.us)

b. The Provider: David Cook  
Zumbro Valley Health Center, CEO  
343 Woodlake Dr., SE  
Rochester, MN 55904  
[dave.cook@zvhc.org](mailto:dave.cook@zvhc.org)

12. Reports of Death, Injury, Damage, or Abuse

- a. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, the Provider shall immediately give notice in accordance with Section 11. In addition, Provider shall promptly submit to County, a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of the Provider's employees or agents who were involved with the incident; (4) the names of County employees, if any, involved in the incident; and (5) a detailed description of the incident.
- b. Providers who provide services to persons under the age of 18 must comply with the Maltreatment of Minors reporting requirements as defined in Minnesota Statutes, section 626.556.
- c. All persons 18 years and older under this current contract categorically fall under the definition of Vulnerable Adults as defined in Minnesota Statutes, section 626.5572. Providers must follow all reporting requirements as defined in Minnesota Statutes, section 626.557.

13. Safeguard of Client Information:

- a. The County and the Provider must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the County under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Provider under this agreement.

The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Provider or the County.

- b. If the Provider receives a request to release the data referred to in this Section, the Provider must immediately notify the County. The County will give the Provider instructions concerning the release of the data to the requesting party before the data is released.
  - c. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, or for any purpose not directly connected with the administration of Fillmore County's or Provider'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.
  - d. The individual employed by the Provider who is designated to assure compliance with the Minnesota Government Data Practices Act, in accordance with Minnesota Statutes, Section 13.46, subdivision 10, paragraph (d) shall be Heather Geents.
  - e. The Provider agrees to defend, indemnify, and save and hold the County, its agents, officers, and employees harmless from all claims arising out of, resulting from, or in any manner attributable to any violation or any provision of the Minnesota Government Data Practices Act, including any legal fees or disbursements paid or incurred to enforce the provisions of this article of the Agreement.
  - f. To the extent that Provider performs a function or activity involving the use of "protected health information" (45 CFR 164.501), on behalf of the Fillmore County Community Services Department (FCCS), including, but not limited to: providing health care services; health care claims processing or administration; data analysis, processing or administration; utilization review; quality assurance; billing; benefit management; practice management; re-pricing; or otherwise as provided by 45 CFR § 160.103, provider/contractor is a business associate of FCCS for purposes of the Health Insurance Portability and Accountability Act of 1996. Provider agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Part 160-164), (collectively referred to as "HIPAA") and has executed an addendum to this Agreement for purposes of compliance with HIPAA, which addendum is incorporated herein by this reference.
14. Equal Employment Opportunity and Civil Rights and Nondiscrimination:
- a. The Provider agrees to comply with the Civil Rights Act of 1964, Title VII, 42 U.S.C. 2000e, including Executive Order No. 11246, Title VI, 42 U.S.C. 2000d, 42 U.S.C. § 12101, et seq. ("ADA"), 28 C.F.R. § 35.101-35.190, Title IX of the Educational Amendments of 1972 as amended, Sections 503 and 504 of the Rehabilitation Act of 1973, and all other Federal regulations which prohibit discrimination in any program receiving federal financial assistance and the Minnesota Human Rights Act, Minnesota Statutes, 363A.01 et seq.

- b. It is Fillmore County's policy that all providers desiring to do business with the County adhere to the principles of Equal Employment Opportunity and Affirmative Action. This requires not only that providers do not unlawfully discriminate in any condition of employment on the basis of race, color, sex, religion, national origin, or age but that they also take affirmative action to insure positive progress in Equal Opportunity Employment. To the extent applicable, the Provider certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363A.36. This section only applies if the Agreement is for more than \$100,000.00 and the Provider has employed 40 or more employees within the State of Minnesota on a single working day during the previous 12 months.
15. Conflict of Interest:  
Provider agrees that it will neither contract for nor accept employment for the performance of any work or services with any individual, business, partnership, corporation, government, governmental unit, or any other organization that would create a conflict of interest in the performance of its obligations under this Agreement.
16. Contract Disputes:  
a. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement shall be subject to negotiation and agreement by the Manager of Fillmore County Social Services and a Region Ten Contract Manager. A written copy of the determination will be provided to the Provider and will be deemed final copy and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Provider furnishes to Fillmore County Community Services a written appeal. The decision of Fillmore County for the determination of such appeals, shall be through the Director of Fillmore County Community Services and shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith or not supported by substantial evidence. In conjunction with any appeal proceeding under this clause, the Provider shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Provider shall proceed diligently with the performance of the Agreement.  
  
b. This disputes clause does not preclude consideration of questions of law.
17. Fair Hearing and Grievance Procedures:  
The Provider agrees to provide for a fair hearing and grievance procedure in conformance with and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services and Minnesota Statutes, Section 256.045, which are incorporated by reference into this Agreement.
18. Indemnification:  
a. The Provider does hereby agree that it will defend, indemnify, and hold harmless, the Department and the County against any and all liability, loss, damages, costs and expenses which the Department or County may hereafter sustain, incur, or be required to pay:

- 1) By reason of any applicant or eligible recipient suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving the care and services to be furnished under this Agreement, or while on premises owned, leased, or operated by the Provider, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the Provider or any officer, agent, or employee thereof; or
  - 2) By reason of any applicant or eligible recipient causing injury to, or damage to, the property of another person, during any time when the Provider or any officer, agent, or employee thereof has undertaken or is furnishing the care and services called for under this Agreement; or
  - 3) By reason of any negligent act or omission or intentional act of the Provider, its agents, officers, or employees which causes bodily injury, death, personal injury, property loss, or damage to another during the performance of purchased services under this Agreement.
- b. This indemnity provision shall survive the termination or expiration of this Agreement. The County does not intend to waive any immunity it may have by statute or common law.

19. Insurance and Bonding:

- a. In order to protect itself and the County under the indemnity provisions set forth above, Provider shall, at the Provider's expense, procure and maintain the following insurance coverage at all times during the term of the Agreement:
- A general liability insurance policy in the amount of \$1,500,000 for bodily injury or property damage to any one person and for total injuries or damages arising from any one incident. The County must be named an additional insured and shall be sent a certificate of insurance on an annual basis.
  - Worker's compensation insurance per Minnesota Statute, section 176.181.
  - Professional liability insurance policy for licensed professionals with a minimum aggregate amount of \$1,000,000.
  - Fidelity Bond or insurance coverage for theft/dishonesty that covers theft of a client's funds or belongings with a minimum amount of \$15,000; when the provider and/or provider employees handle clients' funds or have direct access to clients' belongings.
- b. By signing this Agreement, the Provider certifies that they are in compliance with this Section.
- c. The Provider at all times is solely responsible to maintain in force the insurance coverage required under this Agreement and shall provide, without demand by County, annual certificates and/or pertinent documentation regarding insurance renewal or termination to a Region 10 Contract Manager. If the certificate is not received by the expiration date, County shall notify Provider and Provider shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim.
- d. A Region Ten Contract Manager reserves the right to request and obtain all insurance information pertinent to this Agreement, directly from the Provider's insurance agent(s).

- e. Failure by the Provider to maintain insurance coverage as set forth in this Section 19 is a default of this Agreement, which entitles the County, at its sole discretion, to terminate this Agreement immediately.

20. Contractor Debarment, Suspension, and Responsibility Certification

- a. Federal Regulation 45 CFR 92.35 prohibits Fillmore County 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, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State of Minnesota or Fillmore County. 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 Agreement, the Provider certifies that they are in compliance with these regulations.
- b. By signing this Agreement, the Provider certifies that it and its principals and employees:
  - 1) 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 County or agency; and
  - 2) Have not within a three (3) year period preceding this Agreement:
    - a) 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;
    - b) Violated any federal or state antitrust statutes; or
    - c) Committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
  - 3) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
    - a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction;
    - b) Violating any federal or state antitrust statutes; or
    - c) Committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
  - 4) Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above.
  - 5) Shall immediately give written notice as per Section 10 of this Agreement should Provider 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.

- c. "Principals" for the purpose of this certification means officers; directors; owners; partners; and persons having primary management or supervisor responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division; or business segment and similar positions).
- d. Directions for on-line access to excluded providers:
  - 1) To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at <http://oig.hhs.gov/>
  - 2) If you do not have access to the website, and/or need the information in an alternative format, contact: Beth Wilms, Fillmore County Community Services Director, at (507) 765-2175.

21. Conditions of the Parties' Obligations:

- a. Before the termination date specified in the first paragraph of this Agreement, Fillmore County may evaluate the contract performance of the Provider and determine whether such performance merits renewal of this Agreement.
- b. The County will only reimburse for services specified in this Agreement. Amendments to the contract must be signed by both parties and prepared according to Section 24 of this Agreement.
- c. No claim for services furnished by the Provider not specifically provided in the agreement will be allowed by the County, nor must the Provider do any work or furnish any material not covered by the agreement, unless this is approved in writing by the County. Such approval must be considered a modification of the agreement.
- d. If there is a revision of Federal regulations which might make this Agreement ineligible for Federal financial participation, all parties will review this Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new Federal regulations.
- e. If there should be any change in mode of delivery of service, type of client being served or change in policy regarding services being purchased, the Community Services Department, Social Services Division must be notified, in writing, prior to action taking place.
- f. In accordance with Minnesota Statutes, Section 245.466, subdivision 3 (1), the Commissioner of the Minnesota Department of Human Services is a third party beneficiary to this contract. The Provider specifically acknowledges and agrees that the MN Department of Human Services has standing to and may take any appropriate administrative action or may sue the Provider 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 agreement between the County and the Provider. The Provider specifically acknowledges that the County and the MN Department of Human Services are entitled to and may recover from the Provider reasonable attorney's fees and costs and disbursements associated with any action taken under this section that is successfully maintained. This provision shall not be construed to limit the rights of any party to the agreement 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.

22. Independent Contractor:

- a. Provider is to be and shall remain an independent contractor with respect to any and all work and/or services performed under this Agreement. It is agreed that nothing herein contained in this Agreement is intended or should be construed in any manner as creating the relationship of co-partners, joint venturers, or an association with the County and the Provider, nor shall the Provider, its employees, agents, and representatives be considered employees, agents, and representatives of the County.
- b. The Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Provider or other persons, while engaged in the performance of any work or services required by the Provider under this Agreement, shall have no contractual relationship with the County and shall not be considered employees of the County, and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Provider, its officers, agents, contractors, or employees shall in no way be the responsibility of the County. The Provider and its personnel shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.
- c. Provider shall defend, indemnify, and hold the County, its officers, agents, and employees harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.

23. Subcontracting:

- a. The Provider shall not enter into any subcontract for performance of the services contemplated under this Agreement nor assign any interest in the Agreement without the prior written consent of the County. All subcontracts shall be in writing and shall comply with all County requirements, state requirements, and applicable law. At any time, the County may require a complete listing of all subcontractors and/or copies of subcontracts for the purpose of fulfilling its obligations under the terms of this Agreement. Provider shall be legally responsible for subcontractors' compliance with the terms and conditions of this Agreement and with applicable law. In addition, Provider shall be legally responsible to County for the acts and omissions of any subcontractors and persons either directly or indirectly employed

by them and ensure compliance to the subcontract and Minnesota Rules, part 9525.1870, subpart 3.

- b. The Providers must ensure that any and all subcontracts to provide services under this Agreement must contain the following language:
- 1) "The subcontractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as a third-party beneficiary, is an affected party under this Agreement. The subcontractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or may sue the Provider 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. Minnesota Department of Human Services is entitled to and may recover from the provider reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision must not be construed to limit the rights of any party to the contract or any other third-party beneficiary, nor must it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver or immunity."

24. Modification of Agreement:

Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed, and attached to the original of this agreement.

25. Default:

- a. Force Majeure: Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include fire, flood, epidemic, strikes, acts of God, unusually severe weather, acts of civil or military authority, acts of terrorism, delays or defaults caused by public carriers, or natural disasters which cannot reasonably be forecast or provided against.
- b. Inability to Perform: Provider shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the services to be purchased by the County. The Provider shall immediately notify the County, according to Section 11, whenever it is unable to, or reasonably believes it is going to be unable to provide the agreed upon quality or quantity of Purchased Services. Upon such notification, Fillmore County and Provider shall determine whether such inability will require a suspension of referrals and/or modification/cancellation of the Agreement.
- c. Changes in Policies or Staff: The County reserves the right to suspend or terminate this contract on ten (10) days written notice if the County, in its sole discretion, does not approve of significant proposed or actual changes in Provider's policies or staff.

- d. Default by Provider: Unless cured or excused by the Force Majeure provision in Section 25(a) or County default, each of the following shall constitute default on the part of the Provider:
- 1) Fails to provide services called for by this Agreement within the time specified herein or any extension thereof;
  - 2) Provider is in such financial condition so as to endanger the performance of this Agreement;
  - 3) Makes material misrepresentations either in the attached exhibits and documents or in any other material provision or condition relied upon in the making of this Agreement;
  - 4) Persistently disregards laws, ordinances, rules, regulations or orders of any public authority, including the County;
  - 5) Failing to perform any other material provision of this Agreement.
- e. Default by County Unless cured or excused by the Force Majeure provision in Section 25(a) or Provider default, each of the following shall constitute default on the part of the County:
- 1) Making material misrepresentations either in the Agreement or Attachments or in any other material provision or condition relied upon in the making of this Agreement
  - 2) Failing to perform any other material provision of this Agreement.
- f. Written Notice of Default: Unless a different procedure and/or effective date is provided within the specific article or paragraph of this Agreement under which default, failure or breach occurs, no event shall constitute a default giving rise to the right to terminate unless and until a written Notice of Default is provided to the defaulting party, via certified mail, specifying the particular event, series of events or failure constituting the default and cure period.
- g. Cure Period: if the party in default fails to cure the specified circumstances as described by the Notice of Default within ten (10) days, or such additional time as may be authorized by the County, then the whole or any part of this Agreement may be terminated by Written Notice of Termination.

26. Termination:

- a. Termination without Cause: Either party may terminate this Agreement at any time without cause by providing thirty (30) days' advance written notice to the other party via certified mail. The notice shall state the effective date of the termination. Written notice of terminate by the Provider shall be addressed to Fillmore County Social Services, 902 Houston Street, NW, Suite 1, Preston, MN 55965.
- b. Termination with Cause: The County may suspend and/or terminate this Agreement for good cause immediately upon written notice to the Provider. "Good cause" includes, but is not limited to, failure of the Provider to perform a material requirement of the Agreement. "Good cause" shall also include Provider's failure to implement corrective action in a timely fashion pursuant to Section 25(g) of this Agreement.
- c. Reduction and/or Termination of Government Funding: Notwithstanding any other provision of this Agreement, if the state or federal government terminates or

reduces its funding to the County for services that are to be provided under this Agreement, then the County may, by amendment, reduce funding or terminate the Agreement as appropriate. The County will notify the Provider as soon as it receives confirmation of reduction from the funding source(s). Furthermore, the County shall not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

- d. Written Notice of Termination: Notice of Termination shall be made by certified mail or personal delivery to the authorized agent of the party. Notice is deemed effective upon deposit of written notice in the United States Mail and addressed to the party authorized to receive notice as specified in Section 11.
- e. Duties of Provider upon Termination: Upon delivery of the Notice of Termination, and where applicable, Provider shall:
  - 1) Discontinue performance of this Agreement on the date and to the extent specified in the Notice of Termination;
  - 2) Immediately notify all clients of the Notice of Termination who are receiving services pursuant to this Agreement;
  - 3) Cancel all service agreements and subcontracts to the extent that they relate to the performances cancelled by the Notice of Termination;
  - 4) Complete performance of such terms that have not been cancelled by the Notice of Termination;
  - 5) Submit a final invoice for services provided prior to termination, within thirty (30) days of the date of termination.
- f. Duties of County upon Termination: Upon delivery of the Notice of Termination, and except as otherwise provided, County:
  - 1) Shall make final payment within thirty (30) days for any services satisfactorily provided up through the date of termination in accordance with the terms of the Agreement.
  - 2) Shall not be liable for any services provided after Notice of Termination, except as stated above or as authorized by the County in writing.
- g. Survival of Obligations after Termination: Upon Termination of this Agreement, County will no longer refer clients to the Provider under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:
  - 1) Provider shall, pursuant to the Notice of Termination and/or upon written approval of the Social Services Director, continue services/care to clients receiving services/care from Provider until completion of services/care or continuation of services/care by another provider can be arranged by the County.
  - 2) County shall arrange for such transfer of services/care no later than thirty (30) days after Agreement termination if the clients' care is not by then completed.
  - 3) County, any payer, and Provider will continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination as provided above.
  - 4) Provider will continue to remain obligated with respect to the confidentiality, auditing, client file maintenance, other requirement outlined in this

Agreement, and transfer of the client's files to the County or the client's new provider of services.

27. Contract Rights, Remedies, and Waiver:

- a. The rights and remedies of the County provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- b. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be construed to be modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of the County, and attached to the original Agreement.

28. Damages:

- a. Duty to Mitigate: Both parties shall use their best efforts to mitigate any damages which might be suffered by reason of any event giving rise to a remedy hereunder.
- b. Damages for Breach: Notwithstanding any other provision of this Agreement to the contrary, upon breach of this Agreement by the Provider, the County may withhold final payment due to Provider until such time as the exact amount of damages due is determined.

29. Merger:

- a. Entire Agreement: It is understood and agreed that the entire agreement of the parties is contained in Sections 1-29, Attachments A and Exhibits A - H. This Agreement supersedes all oral agreements and negotiations relating to this contract including any previous agreements pertinent to the services described in this contract. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Fillmore County and the Provider have executed this Agreement as of the day and year first written above:

Provider, having signed this contract, and the Fillmore County Board of Commissioners having duly approved this contract on \_\_\_\_\_, and pursuant to such approval and the proper County officials having signed this contract, the parties hereto agree to be bound by the provisions herein set forth.

COUNTY OF FILLMORE  
STATE OF MINNESOTA

FILLMORE COUNTY  
BOARD OF COMMISSIONERS

ZUMBRO VALLEY HEALTH CENTER

BY: \_\_\_\_\_  
Chairperson of the County Board

BY: \_\_\_\_\_  
David Cook  
Chief Executive Officer

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

FILLMORE COUNTY COMMUNITY SERVICES

BY: \_\_\_\_\_  
Bobbie Vickerman  
Coordinator/Community Services Director

DATED: \_\_\_\_\_

APPROVED AS TO FORM AND EXECUTION:

BY: \_\_\_\_\_  
Brett Corson  
Fillmore County Attorney

DATED: \_\_\_\_\_

AGENCY NAME: Zumbro Valley Health Center  
 CONTRACT TYPE: POS – CM & TCM  
 INVOICES: Fillmore County Community Services  
 902 Houston Street, Suite 1  
 Preston, MN 55965

SERVICE DESCRIPTION	CODE	UNITS	RATE	TYPE	TOTAL
Adult MH-TCM	4910	336	\$809.00	MO	NA – Not Paid to ZV Directly
County Funded Adult MH-TCM and General Case Management	4911	24	\$809.00	MO	\$19,560.00
County Funded Children's TCM and General Case Management	4911	Per Service Agreements	\$809.00	MO	Per Service Agreements

Case Management is provided at Zumbro Valley's Harmony Office, 65 Main Avenue N, Harmony, MN 55935.

PURCHASE OF SERVICE AGREEMENT  
MENTAL HEALTH SERVICES  
TARGETED CASE MANAGEMENT

The Fillmore County Board of Commissioners, 101 Fillmore Street, Preston, Minnesota 55965 (Fillmore County), through its local social services agency, Fillmore County Community Services, hereafter referred to as the "County", and **Hiawatha Valley Mental Health Center**, 166 Main Street, Winona, MN 55987, hereafter referred to as the "Provider", enter into this Agreement for the period from January 1, 2016 to December 31, 2016, and/or shall remain in effect until a new contract is signed by both parties or terminated under provisions of Section 25, Termination, paragraph a.

WITNESSETH

WHEREAS, the Provider is an approved vendor according to the Minnesota Statutes, Section 256.0112 to provide services as specified under Section 1, paragraph a; and

WHEREAS, Minnesota Statutes, Sections 245.461 to 245.486 and 245.487 to 245.4887 establishes the Comprehensive Adult Mental Health Act and the Comprehensive Children's Mental Health Act; and

WHEREAS, the County is required to provide mental health services in accordance with the Comprehensive Mental Health Act; and

WHEREAS, the Provider is a Medical Assistance (Medicaid) provider and an approved vendor under Minnesota Rules, parts 9520.0750 to 9520.0870 and able to provide mental health services to persons; and

WHEREAS, the Provider, pursuant to Minnesota Statutes, section 256D.06, subdivisions 5 and 5a, , is required to screen residents who may be eligible for SSI and provide screening results to Fillmore County; and

WHEREAS, Fillmore County, pursuant to MN Statutes, section 373.01, 373.02, and 256M.60, wishes to purchase such program services from the Provider; and

WHEREAS, the Provider represents that it is duly qualified and willing to perform such services in accordance with Mental Health Targeted Case Management (MH-TCM) requirements as outlined in Minnesota Statute 256B.0625;

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

1. Purchase of Service:
  - a. Pursuant to MN Statutes 256M (Vulnerable Children and Adults Act), Fillmore County agrees to purchase and the Provider agrees to furnish the following services:

## SERVICE DESCRIPTION

**Mental Health Targeted Case Management** – "Case management services" means activities that are coordinated with the family community support services and are designed to help the child with severe emotional disturbance and the child's family obtain needed mental health services, social services, educational services, health services, vocational services, recreational services, and related services in the areas of volunteer services, advocacy, transportation, and legal services. Case management services include assisting in obtaining a comprehensive diagnostic assessment, if needed, developing a functional assessment, developing an individual family community support plan, and assisting the child and the child's family in obtaining needed services by coordination with other agencies and assuring continuity of care. Case managers must assess and reassess the delivery, appropriateness, and effectiveness of services over time.

- b. Purchased Services will be provided at Hiawatha Valley Mental Health Center, 166 Main Street, Winona, MN 55987 and/or locations as approved by Fillmore County.

### 2. Attachments/Contract Documentation:

- a. As a condition precedent to the execution of this Agreement, as well as enabling the County to document compliance with state and federal laws, rules and regulations, Provider shall provide the following documents or information in a form acceptable to the County.

Exhibit A: Program Narrative/Brochure, including description of services to be provided and eligibility criteria

Exhibit B: Job Descriptions and Professional Qualifications of Personnel

Exhibit C: Financial Data

Exhibit D: Organization Status and Structure, Names and Addresses of directors, partners, and/or officers as applicable

Exhibit E: Statistics

Exhibit F: Other, as follows: \_\_\_\_\_

- b. All documents and/or information provided pursuant to this Section shall be maintained in the Agreement supporting documentation file and shall be considered a part of this Agreement.

### 3. Cost and Delivery of Purchased Services:

- a. Mental Health Targeted Case Management (MH-TCM); the unit cost for providing the services to reimbursement eligible clients is \$394.00 per month per client.
- b. Children's Mental Health Targeted Case Management (CMH-TCM); the unit cost for providing the services to reimbursement eligible clients is \$630.00 per month per client.

- c. The Provider certifies that the services to be provided under this Agreement are not otherwise available without cost to eligible clients. The Provider 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 Provider further certifies that rates of payment for Purchased Services do not reflect any administrative or program cost assignable to private pay or third-party pay service recipients.
- d. The Provider shall, when applicable, make every effort to collect fees from clients deemed able to pay (partial or full) and further will submit claims for all types of eligible insurance reimbursements (M.A., Private, Group, etc.). It is understood and agreed that, for fee eligible recipients, fees shall be charged and collected in accordance with fee policy and schedules adopted by the Fillmore County Board of Commissioners and approved by the Commissioner of Human Services in accordance with the provisions of Minnesota Statutes 256M.60, Subd. 6.
- e. The Provider shall not charge any program or service fee to social service eligible clients except in accordance with paragraph c above. If the collection of social service fees is delegated to the Provider, the Provider shall provide Fillmore County Community Services, Social Services Division with information about fees collected and the fee source.

4. Eligibility for Services:

a. Children's Mental Health Targeted Case Management (CMH-TCM):

- 1) For purposes of eligibility for case management and family community support services, the child must have severe emotional disturbance and meet one of the following criteria:
  - a) The child has been admitted within the last three years or is at risk of being admitted to inpatient treatment or residential treatment for an emotional disturbance; or
  - b) The child is a Minnesota resident and is receiving inpatient treatment or residential treatment for an emotional disturbance through the interstate compact; or
  - c) The child has one of the following as determined by a mental health professional:
    - (1) Psychosis or a clinical depression; or
    - (2) Risk of harming self or others as a result of an emotional disturbance; or
    - (3) Psychopathological symptoms as a result of being a victim of physical or sexual abuse or of psychic trauma within the past year;
  - d) The child, as a result of an emotional disturbance, has significantly impaired home, school or community functioning that has lasted at least one year or that in the written opinion of a mental health professional, presents substantial risk of lasting at least one year.
- 2) The Provider will collaborate with the County to make the determination regarding eligibility for Mental Health Targeted Case Management (MH-TCM)

services, and then the County will make the case assignment to County/contracted case managers.

- 3) For Targeted Case Management (TCM) eligible recipients:
  - a) The Provider will make services available to children authorized by the certified county to receive TCM.
  - b) The Provider must have a contract on file with the Minnesota Department of Human Services.
  - c) The County/designee will gather the initial assessment material to determine the child's mental health status. Once the child has been determined to be eligible and referred for MH-TCM services, a provider will be assigned which will either be a contract or county service provider.
  
- 4) MH-TCM Eligible Recipient documentation requirements are as follows:
  - a) The case record must contain a written description of each encounter of MH-TCM services provided to each individual client. This description must include: client name, case number, date of birth, date of service, name and relationship of the contacted person to the client, nature and extent of service being provided, name and professional title of the person providing the services, type of contact (face-to-face or telephone) and location of contact. The case record should contain a description of all case management activities on behalf of the client whether or not a billable contact occurs.
  
- 5) MH-TCM is child specific; therefore, each child must have his/her own documentation. This documentation may be part of an existing case file. The following information must be in the child's case file:
  - a) Case number, client identification, client name, and client date of birth;
  - b) The Assessment
  - c) The determination that the child is eligible to receive TCM services. It must contain a written description of the child's/family's situation and which condition of eligibility the child meets;
  - d) The written Individual Family Community Support Plan, which should include the necessary services, the plan to obtain those services, and how the agency will monitor the services; and
  - e) Details of each contact, including; identification of client, name of contact, relationship of person contacted to the client, location of contact, type of contact (face-to-face or telephone), kind of service provided, and date of contact.
  - f) A telephone contact only applies to a child placed in an excluded time facility or through the Interstate Compact more than 60 miles beyond the county or reservation borders. There may not be more than two consecutive months without a face-to-face contact.
  - g) Provision of team case management and coordination of services will be documented in the record of care by the County and the Provider.

- 6) In addition to the documentation requirements the Provider will complete a Child and Adolescent Functional Assessment (CAFAS) on each child served. This will be completed within thirty (30) days of case opening, and every 180 days thereafter and at case closure, or whenever a significant change in youth functioning occurs.
  - b. MH-TCM:
    - 1) The County will assign cases to the Provider and will facilitate regular meetings to coordinate services. Service eligibility will be determined according to eligibility established by Fillmore County Community Services.
    - 2) The parties understand and agree that the County must determine preliminary and final client eligibility.
  - c. When Fillmore County has determined that a client is no longer eligible for Purchased Services, Fillmore County shall, within ten (10) days of that determination, notify Provider of such determination.
  - d. The Provider must notify the County and the client in writing whenever the Provider proposes to discharge or terminate service(s) to a client. The notice must be sent at least sixty (60) days prior to the proposed date of discharge or termination, and must include the specific grounds for discharge or termination of service(s). The Provider must not discharge or terminate services to a client prior to the proposed date unless delay would seriously endanger the health, safety, or well-being of other residents or service recipients.
  - e. If the County has sufficient reason to believe that the safety or well-being of a person receiving services may be endangered by the actions of the Provider, its agents and/or employees, the County may require that the Provider immediately terminate providing services to the person. No payments shall be made for the period in which services are suspended or terminated.
  - f. The Provider must establish written procedures for discharging a client or terminating services to a client. The written procedures must include preparation of a summary of findings, processes, and plans to be transmitted with the client.
5. Delivery of Care Services: (If Applicable)  
Except as noted the Provider retains control over:
- a. Intake procedures and program requirements.
  - b. The methods, times, means and personnel for providing Purchased Services to eligible clients.
  - c. When to end Purchased Services to an eligible client. Exception: when the client has an Individual Service Plan and/or Habilitation Plan which is monitored by a County case manager.

- d. Nothing in the agreement requires the Provider to serve eligible clients, but all clients must be given the right to apply. If services are denied, the client must be informed of the reason for denial and the process for appealing the denial.
6. Individual Service Plan (If Applicable)
- a. The parties understand and agree that all services provided to eligible recipients under the terms of this Agreement must be in accordance with the individual service plan developed for the individual client in collaboration with the client's case manager; as required under Minnesota Statutes, section 245.4711, subdivision 5 (for adults) and section 245.4881, subdivision 5 (for children).
  - b. Performance of the Provider will be monitored in accordance with client outcomes, goals, and indicators as specified in the Individual Service Plan (ISP).
  - c. The County may delegate the development of Individual Service Plans to the Provider. If the responsibility is being delegated, the Provider must ensure development of the ISP's.
7. Payment for Purchased Services:
- a. CMH-TCM:  
To claim the monthly reimbursement for CMH-TCM services the Provider will bill Medical Assistance through the Minnesota Department of Human Services on the HCFA-1500 format. This billing will occur on a per client basis.
  - b. MH-TCM:  
The Provider is designated by the County to bill DHS directly for services and upon receipt of the authorization form (generated by the State), may electronically submit billings to DHS every two weeks and/or monthly on HCFA 1500 claim form. Questions should be referred to the Provider Help Line 1-800-657-3739.
8. CMH-TCM and MH-TCM Provider Qualifications and Training:
- a. The Provider's staff must pass a criminal history check through the Bureau of Criminal Apprehension.
  - b. When providing MH-TCM services, Provider must:
    - 1) Be qualified and licensed to provide services in accordance with the provisions of Minnesota Statutes pertaining to Mental Health Targeted Case Management (245.461 to 245.4887) and the Minnesota Department of Human Services Rule (Parts 9520.0900 to 9520.0926 and 9505.0322 excluding subpart 10) pertaining to Mental Health Targeted Case Management.
    - 2) Provide assurance that case managers will possess the minimum qualifications as defined in Minnesota Statute 245.462, subd. 4.
      - a) A case manager must:
        - 1) be skilled in the process of identifying and assessing a wide range of client needs;
        - 2) be knowledgeable about local community resources and how to use those resources for the benefit of the client;

- 3) have a bachelor's degree in one of the behavioral sciences or related fields including, but not limited to, social work, psychology, or nursing from an accredited college or university or meet the requirements of paragraph (b); and
  - 4) meet the supervision and continuing education requirements described in paragraphs (c), (d), and (e), as applicable.
- b) Case managers without a bachelor's degree must meet one of the requirements in clauses (1) to (3):
- 1) have three or four years of experience as a case manager associate as defined in this section;
  - 2) be a registered nurse without a bachelor's degree and have a combination of specialized training in psychiatry and work experience consisting of community interaction and involvement or community discharge planning in a mental health setting totaling three years; or
  - 3) be a person who qualified as a case manager under the 1998 Department of Human Service waiver provision and meet the continuing education and mentoring requirements in this section.
- c) A case manager with at least 2,000 hours of supervised experience in the delivery of services to adults with mental illness must receive regular ongoing supervision and clinical supervision totaling 38 hours per year of which at least one hour per month must be clinical supervision regarding individual service delivery with a case management supervisor. The remaining 26 hours of supervision may be provided by a case manager with two years of experience. Group supervision may not constitute more than one-half of the required supervision hours. Clinical supervision must be documented in the client record.
- d) A case manager without 2,000 hours of supervised experience in the delivery of services to adults with mental illness must:
- 1) receive clinical supervision regarding individual service delivery from a mental health professional at least one hour per week until the requirement of 2,000 hours of experience is met; and
  - 2) complete 40 hours of training approved by the commissioner in case management skills and the characteristics and needs of adults with serious and persistent mental illness.
- e) A case manager who is not licensed, registered, or certified by a health-related licensing board must receive 30 hours of continuing education and training in mental illness and mental health services every two years.
- f) A case manager associate (CMA) must:
- 1) work under the direction of a case manager or case management supervisor;
  - 2) be at least 21 years of age;
  - 3) have at least a high school diploma or its equivalent; and
  - 4) meet one of the following criteria:
    - i. have an associate of arts degree in one of the behavioral sciences or human services;

- ii. be a registered nurse without a bachelor's degree;
  - iii. within the previous ten years, have three years of life experience with serious and persistent mental illness as defined in section 245.462, subdivision 20; or as a child had severe emotional disturbance as defined in section 245.4871, subdivision 6; or have three years life experience as a primary caregiver to an adult with serious and persistent mental illness within the previous ten years;
  - iv. have 6,000 hours work experience as a nondegreed state hospital technician; or
  - v. be a mental health practitioner as defined in section 245.462, subdivision 17, clause (2).
- 5) Individuals meeting one of the criteria in items (i) to (iv), may qualify as a case manager after four years of supervised work experience as a case manager associate. Individuals meeting the criteria in item (v), may qualify as a case manager after three years of supervised experience as a case manager associate.
- g) A case management associate must meet the following supervision, mentoring, and continuing education requirements:
- 1) have 40 hours of pre-service training described under paragraph (d), clause (2);
  - 2) receive at least 40 hours of continuing education in mental illness and mental health services annually; and
  - 3) receive at least five hours of mentoring per week from a case management mentor.
- A "case management mentor" means a qualified, practicing case manager or case management supervisor who teaches or advises and provides intensive training and clinical supervision to one or more case manager associates. Mentoring may occur while providing direct services to consumers in the office or in the field and may be provided to individuals or groups of case manager associates. At least two mentoring hours per week must be individual and face-to-face.
- h) A case management supervisor must meet the criteria for mental health professionals, as specified in section 245.462, subdivision 18.
- i) An immigrant who does not have the qualifications specified in this subdivision may provide case management services to adult immigrants with serious and persistent mental illness who are members of the same ethnic group as the case manager if the person:
- 1) is currently enrolled in and is actively pursuing credits toward the completion of a bachelor's degree in one of the behavioral sciences or a related field including, but not limited to, social work, psychology, or nursing from an accredited college or university;
  - 2) completes 40 hours of training as specified in this subdivision; and
  - 3) receives clinical supervision at least once a week until the requirements of this subdivision are met.

9. Standards and Licenses:

- a. The Provider agrees to comply with all federal, state, county and local laws, regulations, ordinances, rules and certifications as pertaining to the facilities, programs and staff for which the Provider in the performance of its obligations under the Agreement is responsible during the term of this Agreement. This will include, but not be limited to, current health, fire marshal, and program licenses, meeting zoning standards, certification of staff when required, insurance coverage, background check requirements, and all other applicable laws, regulations, ordinances, rules and certifications which are effective, or will become effective, during the period of this Agreement. Further, the Provider agrees to the following:
  - 1) During the term of this Agreement, the Provider agrees to comply with all applicable state licensing standards, all applicable accrediting standards, and any other standards or criteria, including insurance coverage, established by the County to assure quality service.
  - 2) Failure to meet such standards may be cause for cancellation of this Agreement. Notwithstanding any other provision of this Agreement, such cancellation may be effective as of the date of such failure.
- b. The Provider shall supply copies of such licenses, certifications or registrations to the County upon request by the County.
- c. The Provider agrees to inform the County, in writing, of the following related to it or its employees immediately upon:
  - 1) Any changes in licensure status and/or any reported warning to suspend or revoke licensure status.
  - 2) Any allegations and/or investigation by a governmental agency of fraud or criminal wrongdoing
  - 3) Any federal exclusion of an individual or entity of this Agreement, or any conviction that could result in federal exclusion.
- d. In the event that licensure or certification of any employee of the Provider requiring licensure, certifications, or registrations is suspended, revoked, or terminated, or expires, said employee shall cease the provision of services under this Agreement immediately.
- e. Provider shall ensure that all services delivered by staff are within their scope of licensure and practice. Provider shall ensure that all personnel, including any subcontractors performing services under this Agreement, receive appropriate training and supervision. Provider shall also maintain appropriate levels of staffing at all times when performing services under this Agreement.
- f. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in the State of Minnesota.

10. Audit and Record Disclosures:

- a. The Provider agrees to maintain, and upon request, furnish the County with all program and financial information including evaluation and performance criteria and reports which are reasonably required for effective administration and evaluation of services. The Provider shall maintain a bookkeeping system which sufficiently and properly documents all revenue received from the County and all direct and indirect costs incurred in the performance of this Agreement.
- b. The Provider agrees to maintain all records pertaining to this Agreement at Hiawatha Valley Mental Health Center, 166 Main Street, Winona, MN 55987 for ten (10) years for audit purposes. All books, documents and accounting procedures and practices of the Provider that are relevant to this Agreement are subject to examination by the County, MNDHS, the US Dept. of Health and Human Services, and either the Legislative Auditor or State Auditor, as appropriate, for a minimum of ten (10) years. The Provider shall promptly notify the County in accordance with Section 10 of any changes in the location where its records related to this Agreement are stored or maintained. The ten (10) year record retention requirement shall survive the termination of this Agreement.
- c. Provider shall provide the County with reports as the County may from time to time reasonably require, including, but not limited to the following:
- A written Program and Statistical Report in a form approved or provided by the Lead County within thirty (30) days after the end of each quarter.
  - Quarterly  Monthly line item expense and revenue reports within thirty (30) days after the end of the each quarter/month unless otherwise indicated in writing by the County.
  - Revenue and Expense Statement and Balance Sheet on an annual basis  
 Annual certified audit and the audit's management letter within one hundred twenty (120) days of the end of any of Provider's fiscal year(s) which covers all or a portion of the Contract term.
  - Provider shall comply with the audit standards as set forth in the Single Audit Act of 1984, P.L. 98-502 and the Single Audit Act Amendments of 1996, P.L. 104-156 and Office of Management Budget Circular No. A-128, A-110, or A-133, as applicable.
  - As requested by the County, Provider shall cooperate with County's efforts related to the development of outcomes measures and indicators or other evaluation or Quality Improvement (QI) initiatives.
  - The Provider agrees to report to the County or County of Financial Responsibility according to specifications of the Community Mental Health Reporting System (CMHRS), and according to other specifications of the County of Financial Responsibility. The CMHRS requires the following data on each mental health client on a monthly or specified basis:
    - 1) A client specific ID number that adheres to data privacy restrictions in Minnesota Statutes, Chapter 13;
    - 2) The number of case management units of service provided to each client; and
    - 3) The date of birth, race, and sex of each client.

(Other) \_\_\_\_\_

- d. The Provider shall request client consent for the release of information to be used for billing and individual record audit purposes. The Provider shall document the request in the client's record. If the Provider is unable to obtain consent for the release of private data, the Provider shall report client's activities to the County by way of non-identifying case numbers which must remain constant over the term of the Agreement.
- e. Upon request by the County, Provider shall provide the County with such information regarding the qualifications of its staff, including professionals, volunteers, and others, as is required by the County to verify that present and subsequent services are being rendered by competent, trained, and properly licensed or certified personnel.
- f. Provider shall notify the County within five (5) days of any changes in location, ownership, organizational structure, board of director membership, chief operating officers, or other key staff identified by the County to be integral to the performance of this Agreement.
- g. The County reserves the right to withhold payments under this Agreement pending the timely receipt of any information required in this Section 9.
- h. The County's procedures for monitoring and evaluating the Provider's performance under this contract may include, but are not limited to, on-site visits to the Provider's premise(s) or job site(s), review of client files, review of Provider's financial, statistical, and program records, a review of reports and data supplied by the Provider at the County's request. In order to assist the County in its obligation to evaluate and monitor Provider's performance, Provider shall allow authorized personnel of the County access to the Provider's premises or the job site and records.
- i. Where applicable, the Provider shall comply with all policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, and maintenance of health service records for services rendered to persons receiving services under this Agreement.
- j. If the County discovers any practice, procedure, or policy of the Provider which deviates from the requirements of this Agreement, violates federal or state law, threatens the success of the program conducted pursuant to this Agreement, jeopardizes the fiscal integrity of such program, or compromises the health or safety of recipients of the service, the County may require corrective action, withhold payment in whole or in part, suspend referrals, or terminate this Agreement immediately. If the County notifies Provider that corrective action is required, Provider shall promptly initiate and correct any and all discrepancies, violations or deficiencies to the satisfaction of the County within thirty (30) days,

unless the County notifies the Provider that it is necessary to make corrections at an earlier date in order to protect the health and safety of recipients of service.

11. Notices

All notices, certificates or other communications shall be sufficiently given when delivered via email or postal mail to the parties at their respective places of business as set forth below:

- a. The County: Beth Wilms  
Fillmore County Community Services Director  
902 Houston St., NW, Suite 1  
Preston, MN 55965  
[bwilms@co.winona.mn.us](mailto:bwilms@co.winona.mn.us)
- b. The Provider: Julie Hanson  
Hiawatha Valley Mental Health Center  
166 Main Street  
Winona, MN 55987  
[julieh@hvmhc.org](mailto:julieh@hvmhc.org)

12. Reports of Death, Injury, Damage, or Abuse

- a. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, the Provider shall immediately give notice in accordance with Section 10. In addition, Provider shall promptly submit to County, a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of the Provider's employees or agents who were involved with the incident; (4) the names of County employees, if any, involved in the incident; and (5) a detailed description of the incident.
- b. Providers who provide services to persons under the age of 18 must comply with the Maltreatment of Minors reporting requirements as defined in Minnesota Statutes, section 626.556.
- c. All persons 18 years and older under this current contract categorically fall under the definition of Vulnerable Adults as defined in Minnesota Statutes, section 626.5572. Providers must follow all reporting requirements as defined in Minnesota Statutes, section 626.557.

13. Safeguard of Client Information:

- a. The County and the Provider must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the County under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Provider under this agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Provider or the County.

- b. If the Provider receives a request to release the data referred to in this Section, the Provider must immediately notify the County. The County will give the Provider instructions concerning the release of the data to the requesting party before the data is released.
  - c. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, or for any purpose not directly connected with the administration of Fillmore County's or Provider'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.
  - d. The individual employed by the Provider who is designated to assure compliance with the Minnesota Government Data Practices Act, in accordance with Minnesota Statutes, Section 13.46, subdivision 10, paragraph (d) shall be Julie Hanson.
  - e. The Provider agrees to defend, indemnify, and save and hold the County, its agents, officers, and employees harmless from all claims arising out of, resulting from, or in any manner attributable to any violation or any provision of the Minnesota Government Data Practices Act, including any legal fees or disbursements paid or incurred to enforce the provisions of this article of the Agreement.
  - f. To the extent that Provider performs a function or activity involving the use of "protected health information" (45 CFR 164.501), on behalf of the Fillmore County Community Services Department (FCCS), including, but not limited to: providing health care services; health care claims processing or administration; data analysis, processing or administration; utilization review; quality assurance; billing; benefit management; practice management; re-pricing; or otherwise as provided by 45 CFR § 160.103, provider/contractor is a business associate of FCCS for purposes of the Health Insurance Portability and Accountability Act of 1996. Provider agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Part 160-164), (collectively referred to as "HIPAA") and has executed an addendum to this Agreement for purposes of compliance with HIPAA, which addendum is incorporated herein by this reference.
14. Equal Employment Opportunity and Civil Rights and Nondiscrimination:
- a. The Provider agrees to comply with the Civil Rights Act of 1964, Title VII, 42 U.S.C. 2000e, including Executive Order No. 11246, Title VI, 42 U.S.C. 2000d, 42 U.S.C. § 12101, et seq. ("ADA"), 28 C.F.R. § 35.101-35.190, Title IX of the Educational Amendments of 1972 as amended, Sections 503 and 504 of the Rehabilitation Act of 1973, and all other Federal regulations which prohibit discrimination in any program receiving federal financial assistance and the Minnesota Human Rights Act, Minnesota Statutes, 363A.01 et seq.

- b. It is Fillmore County's policy that all providers desiring to do business with the County adhere to the principles of Equal Employment Opportunity and Affirmative Action. This requires not only that providers do not unlawfully discriminate in any condition of employment on the basis of race, color, sex, religion, national origin, or age but that they also take affirmative action to insure positive progress in Equal Opportunity Employment. To the extent applicable, the Provider certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363A.36. This section only applies if the Agreement is for more than \$100,000.00 and the Provider has employed 40 or more employees within the State of Minnesota on a single working day during the previous 12 months.

15. Conflict of Interest:

Provider agrees that it will neither contract for nor accept employment for the performance of any work or services with any individual, business, partnership, corporation, government, governmental unit, or any other organization that would create a conflict of interest in the performance of its obligations under this Agreement.

16. Contract Disputes:

a. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement shall be subject to negotiation and agreement by the Manager of Fillmore County Social Services and a Region Ten Contract Manager. A written copy of the determination will be provided to the Provider and will be deemed final copy and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Provider furnishes to Fillmore County Community Services a written appeal. The decision of Fillmore County for the determination of such appeals, shall be through the Director of Fillmore County Community Services and shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith or not supported by substantial evidence. In conjunction with any appeal proceeding under this clause, the Provider shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Provider shall proceed diligently with the performance of the Agreement.

b. This disputes clause does not preclude consideration of questions of law.

17. Fair Hearing and Grievance Procedures:

The Provider agrees to provide for a fair hearing and grievance procedure in conformance with and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services and Minnesota Statutes, Section 256.045, which are incorporated by reference into this Agreement.

18. Indemnification:

a. The Provider does hereby agree that it will defend, indemnify, and hold harmless, the Department and the County against any and all liability, loss, damages, costs

and expenses which the Department or County may hereafter sustain, incur, or be required to pay:

- 1) By reason of any applicant or eligible recipient suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving the care and services to be furnished under this Agreement, or while on premises owned, leased, or operated by the Provider, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the Provider or any officer, agent, or employee thereof; or
- 2) By reason of any applicant or eligible recipient causing injury to, or damage to, the property of another person, during any time when the Provider or any officer, agent, or employee thereof has undertaken or is furnishing the care and services called for under this Agreement; or
- 3) By reason of any negligent act or omission or intentional act of the Provider, its agents, officers, or employees which causes bodily injury, death, personal injury, property loss, or damage to another during the performance of purchased services under this Agreement.

b. This indemnity provision shall survive the termination or expiration of this Agreement. The County does not intend to waive any immunity it may have by statute or common law.

19. Insurance and Bonding:

- a. In order to protect itself and the County under the indemnity provisions set forth above, Provider shall, at the Provider's expense, procure and maintain the following insurance coverage at all times during the term of the Agreement:
- A general liability insurance policy in the amount of \$1,500,000 for bodily injury or property damage to any one person and for total injuries or damages arising from any one incident. The County must be named an additional insured and shall be sent a certificate of insurance on an annual basis.
  - Worker's compensation insurance per Minnesota Statute, section 176.181.
  - Professional liability insurance policy for licensed professionals with a minimum aggregate amount of \$1,000,000.
  - Fidelity Bond or insurance coverage for theft/dishonesty that covers theft of a client's funds or belongings with a minimum amount of \$15,000; when the provider and/or provider employees handle clients' funds or have direct access to clients' belongings.
- b. By signing this Agreement, the Provider certifies that they are in compliance with this Section.
- c. The Provider at all times is solely responsible to maintain in force the insurance coverage required under this Agreement and shall provide, without demand by County, annual certificates and/or pertinent documentation regarding insurance renewal or termination to a Region 10 Contract Manager. If the certificate is not received by the expiration date, County shall notify Provider and Provider shall

have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim.

- d. A Region Ten Contract Manager reserves the right to request and obtain all insurance information pertinent to this Agreement, directly from the Provider's insurance agent(s).
- e. Failure by the Provider to maintain insurance coverage as set forth in this Section 19 is a default of this Agreement, which entitles the County, at its sole discretion, to terminate this Agreement immediately.

20. Contractor Debarment, Suspension, and Responsibility Certification

- a. Federal Regulation 45 CFR 92.35 prohibits Fillmore County 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, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State of Minnesota or Fillmore County. 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 Agreement, the Provider certifies that they are in compliance with these regulations.
- b. By signing this Agreement, the Provider certifies that it and its principals and employees:
  - 1) 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 County or agency; and
  - 2) Have not within a three (3) year period preceding this Agreement:
    - a) 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;
    - b) Violated any federal or state antitrust statutes; or
    - c) Committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
  - 3) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
    - a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction;
    - b) Violating any federal or state antitrust statutes; or
    - c) Committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

- 4) Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above.
  - 5) Shall immediately give written notice as per Section 10 of this Agreement should Provider 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.
- c. "Principals" for the purpose of this certification means officers; directors; owners; partners; and persons having primary management or supervisor responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).
  - d. Directions for on-line access to excluded providers:
    - 1) To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at <http://oig.hhs.gov/>
    - 2) If you do not have access to the website, and/or need the information in an alternative format, contact: Beth Wilms, Fillmore County Community Services Director, at (507) 765-2175.

21. Conditions of the Parties' Obligations:

- a. Before the termination date specified in the first paragraph of this Agreement, Fillmore County may evaluate the contract performance of the Provider and determine whether such performance merits renewal of this Agreement.
- b. The County will only reimburse for services specified in this Agreement. Amendments to the contract must be signed by both parties and prepared according to Section 23 of this Agreement.
- c. No claim for services furnished by the Provider not specifically provided in the agreement will be allowed by the County, nor must the Provider do any work or furnish any material not covered by the agreement, unless this is approved in writing by the County. Such approval must be considered a modification of the agreement.
- d. If there is a revision of Federal regulations which might make this Agreement ineligible for Federal financial participation, all parties will review this Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new Federal regulations.
- e. If there should be any change in mode of delivery of service, type of client being served or change in policy regarding services being purchased, the Community Services Department, Social Services Division must be notified, in writing, prior to action taking place.

- f. In accordance with Minnesota Statutes, Section 245.466, subdivision 3 (1), the Commissioner of the Minnesota Department of Human Services is a third party beneficiary to this contract. The Provider specifically acknowledges and agrees that the MN Department of Human Services has standing to and may take any appropriate administrative action or may sue the Provider 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 agreement between the County and the Provider. The Provider specifically acknowledges that the County and the MN Department of Human Services are entitled to and may recover from the Provider reasonable attorney's fees and costs and disbursements associated with any action taken under this section that is successfully maintained. This provision shall not be construed to limit the rights of any party to the agreement 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.

22. Independent Contractor:

- a. Provider is to be and shall remain an independent contractor with respect to any and all work and/or services performed under this Agreement. It is agreed that nothing herein contained in this Agreement is intended or should be construed in any manner as creating the relationship of co-partners, joint venturers, or an association with the County and the Provider, nor shall the Provider, its employees, agents, and representatives be considered employees, agents, and representatives of the County.
- b. The Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Provider or other persons, while engaged in the performance of any work or services required by the Provider under this Agreement, shall have no contractual relationship with the County and shall not be considered employees of the County, and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Provider, its officers, agents, contractors, or employees shall in no way be the responsibility of the County. The Provider and its personnel shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.
- c. Provider shall defend, indemnify, and hold the County, its officers, agents, and employees harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and

vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.

23. Subcontracting:

- a. The Provider shall not enter into any subcontract for performance of the services contemplated under this Agreement nor assign any interest in the Agreement without the prior written consent of the County. All subcontracts shall be in writing and shall comply with all County requirements, state requirements, and applicable law. At any time, the County may require a complete listing of all subcontractors and/or copies of subcontracts for the purpose of fulfilling its obligations under the terms of this Agreement. Provider shall be legally responsible for subcontractors' compliance with the terms and conditions of this Agreement and with applicable law. In addition, Provider shall be legally responsible to County for the acts and omissions of any subcontractors and persons either directly or indirectly employed by them and ensure compliance to the subcontract and Minnesota Rules, part 9525.1870, subpart 3.
- b. The Providers must ensure that any and all subcontracts to provide services under this Agreement must contain the following language:
  - 1) The subcontractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as a third-party beneficiary, is an affected party under this Agreement. The subcontractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or may sue the Provider 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. Minnesota Department of Human Services is entitled to and may recover from the provider reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision must not be construed to limit the rights of any party to the contract or any other third-party beneficiary, nor must it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver or immunity.

24. Modification of Agreement:

Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed, and attached to the original of this agreement.

25. Default:

- a. Force Majeure: Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include fire, flood, epidemic, strikes, acts of God, unusually severe weather, acts of civil or military authority, acts of terrorism, delays or defaults caused by public

carriers, or natural disasters which cannot reasonably be forecast or provided against.

- b. Inability to Perform: Provider shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the services to be purchased by the County. The Provider shall immediately notify the County, according to Section 11, whenever it is unable to, or reasonably believes it is going to be unable to provide the agreed upon quality or quantity of Purchased Services. Upon such notification, Fillmore County and Provider shall determine whether such inability will require a suspension of referrals and/or modification/cancellation of the Agreement.
- c. Changes in Policies or Staff: The County reserves the right to suspend or terminate this contract on ten (10) days written notice if the County, in its sole discretion, does not approve of significant proposed or actual changes in Provider's policies or staff.
- d. Default by Provider: Unless cured or excused by the Force Majeure provision in Section 25(a) or County default, each of the following shall constitute default on the part of the Provider:
  - 1) Fails to provide services called for by this Agreement within the time specified herein or any extension thereof;
  - 2) Provider is in such financial condition so as to endanger the performance of this Agreement;
  - 3) Makes material misrepresentations either in the attached exhibits and documents or in any other material provision or condition relied upon in the making of this Agreement;
  - 4) Persistently disregards laws, ordinances, rules, regulations or orders of any public authority, including the County;
  - 5) Failing to perform any other material provision of this Agreement.
- e. Default by County Unless cured or excused by the Force Majeure provision in Section 25(a) or Provider default, each of the following shall constitute default on the part of the County:
  - 1) Making material misrepresentations either in the Agreement or Attachments or in any other material provision or condition relied upon in the making of this Agreement
  - 2) Failing to perform any other material provision of this Agreement.
- f. Written Notice of Default: Unless a different procedure and/or effective date is provided within the specific article or paragraph of this Agreement under which default, failure or breach occurs, no event shall constitute a default giving rise to the right to terminate unless and until a written Notice of Default is provided to the defaulting party, via certified mail, specifying the particular event, series of events or failure constituting the default and cure period.
- g. Cure Period: if the party in default fails to cure the specified circumstances as described by the Notice of Default within ten (10) days, or such additional time as

may be authorized by the County, then the whole or any part of this Agreement may be terminated by Written Notice of Termination.

26. Termination:

- a. Termination without Cause: Either party may terminate this Agreement at any time without cause by providing thirty (30) days' advance written notice to the other party via certified mail. The notice shall state the effective date of the termination. Written notice of terminate by the Provider shall be addressed to Fillmore County Social Services, 902 Houston Street, NW, Suite 1, Preston, MN 55965.
- b. Termination with Cause: The County may suspend and/or terminate this Agreement for good cause immediately upon written notice to the Provider. "Good cause" includes, but is not limited to, failure of the Provider to perform a material requirement of the Agreement. "Good cause" shall also include Provider's failure to implement corrective action in a timely fashion pursuant to Section 25(g) of this Agreement.
- c. Reduction and/or Termination of Government Funding: Notwithstanding any other provision of this Agreement, if the state or federal government terminates or reduces its funding to the County for services that are to be provided under this Agreement, then the County may, by amendment, reduce funding or terminate the Agreement as appropriate. The County will notify the Provider as soon as it receives confirmation of reduction from the funding source(s). Furthermore, the County shall not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.
- d. Written Notice of Termination: Notice of Termination shall be made by certified mail or personal delivery to the authorized agent of the party. Notice is deemed effective upon deposit of written notice in the United States Mail and addressed to the party authorized to receive notice as specified in Section 11.
- e. Duties of Provider upon Termination: Upon delivery of the Notice of Termination, and where applicable, Provider shall:
  - 1) Discontinue performance of this Agreement on the date and to the extent specified in the Notice of Termination;
  - 2) Immediately notify all clients of the Notice of Termination who are receiving services pursuant to this Agreement;
  - 3) Cancel all service agreements and subcontracts to the extent that they relate to the performances cancelled by the Notice of Termination;
  - 4) Complete performance of such terms that have not been cancelled by the Notice of Termination;
  - 5) Submit a final invoice for services provided prior to termination, within thirty (30) days of the date of termination.
- f. Duties of County upon Termination: Upon delivery of the Notice of Termination, and except as otherwise provided, County:

- 1) Shall make final payment within thirty (30) days for any services satisfactorily provided up through the date of termination in accordance with the terms of the Agreement.
  - 2) Shall not be liable for any services provided after Notice of Termination, except as stated above or as authorized by the County in writing.
- g. Survival of Obligations after Termination: Upon Termination of this Agreement, County will no longer refer clients to the Provider under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:
- 1) Provider shall, pursuant to the Notice of Termination and/or upon written approval of the Social Services Director, continue services/care to clients receiving services/care from Provider until completion of services/care or continuation of services/care by another provider can be arranged by the County.
  - 2) County shall arrange for such transfer of services/care no later than thirty (30) days after Agreement termination if the clients' care is not by then completed.
  - 3) County, any payer, and Provider will continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination as provided above.
  - 4) Provider will continue to remain obligated with respect to the confidentiality, auditing, client file maintenance, other requirement outlined in this Agreement, and transfer of the client's files to the County or the client's new provider of services.

27. Contract Rights, Remedies, and Waiver:

- a. The rights and remedies of the County provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- b. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be construed to be modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of the County, and attached to the original Agreement.

28. Damages:

- a. Duty to Mitigate: Both parties shall use their best efforts to mitigate any damages which might be suffered by reason of any event giving rise to a remedy hereunder.
- b. Damages for Breach: Notwithstanding any other provision of this Agreement to the contrary, upon breach of this Agreement by the Provider, the County may withhold final payment due to Provider until such time as the exact amount of damages due is determined.

29. Merger:

- a. Entire Agreement: It is understood and agreed that the entire agreement of the parties is contained in Sections 1-29, Attachment A and Exhibits A - F. This Agreement supersedes all oral agreements and negotiations relating to this contract including any previous agreements pertinent to the services described in this contract. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Fillmore County and the Provider have executed this Agreement as of the day and year first written above:

Provider, having signed this contract, and the Fillmore County Board of Commissioners having duly approved this contract on \_\_\_\_\_, and pursuant to such approval and the proper County officials having signed this contract, the parties hereto agree to be bound by the provisions herein set forth.

COUNTY OF FILLMORE  
STATE OF MINNESOTA

FILLMORE COUNTY  
BOARD OF COMMISSIONERS

HIAWATHA VALLEY MENTAL  
HEALTH CENTER

BY: \_\_\_\_\_  
Chairperson of the County Board

BY: \_\_\_\_\_  
Chairperson  
Hiawatha Valley Mental Health Center

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

FILLMORE COUNTY  
COMMUNITY SERVICES

BY: \_\_\_\_\_  
Julie Hanson  
Executive Director

BY: \_\_\_\_\_  
Bobbie Vickerman  
Coordinator/Community Services Director

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

APPROVED AS TO FORM AND EXECUTION:

BY: \_\_\_\_\_  
Brett Corson  
Fillmore County Attorney

DATED: \_\_\_\_\_

AGENCY NAME: Hiawatha Valley Mental Health Center  
 CONTRACT TYPE: POS – Targeted Case Management (TCM)  
 INVOICES: Fillmore County Community Services  
 902 Houston Street, Suite 1  
 Preston, MN 55965

SERVICE DESCRIPTION	CODE	UNITS	RATE	TYPE	TOTAL
Adult TCM	4910	Per Service Agreements	\$394.00	MO	Not paid to HV directly
Children's TCM	4910	Per Service Agreements	\$630.00	MO	Not paid to HV directly

RESOLUTION

FILLMORE COUNTY BOARD OF COMMISSIONERS
Preston, Minnesota 55965

Date January 26, 2016 Resolution No.

Motion by Commissioner Second by Commissioner

WHEREAS, Rochester Sand & Gravel has in all things completed SAP 23-608-043 in Spring Valley Township, and the County Board being fully advised in the premise.

NOW THEN BE IT RESOLVED:

That we do hereby accept said completed project for and on behalf of the County of Fillmore and authorize final payment as specified.

Dated at Preston, Minnesota, this 26th day of January, 2016

Contract Price: \$ 1,108,413.31

Value of Work: \$ 1,113,439.99

Final Payment: \$ 55,672.00

Chairman of the Board

VOTING AYE

Commissioners Prestby Dahl Root Lentz Bakke

VOTING NAY

Commissioners Prestby Dahl Root Lentz Bakke

STATE OF MINNESOTA
COUNTY OF FILLMORE

I, Bobbie Vickerman, Clerk of the Fillmore County Board of Commissioners, State of Minnesota, do hereby certify that the foregoing resolution is a true and correct copy of a resolution duly passed at a meeting of the Fillmore County Board of Commissioners held on the day of , 2016.

Witness my hand and official seal at Preston, Minnesota the day of , 2016.

SEAL

Bobbie Vickerman, Coordinator/Clerk
Fillmore County Board of Commissioners

RESOLUTION

FILLMORE COUNTY BOARD OF COMMISSIONERS
Preston, Minnesota 55965

Date January 26, 2016 Resolution No.

Motion by Commissioner Second by Commissioner

WHEREAS, Rochester Sand & Gravel has in all things completed FAA AIP No: 3-27-0080-11-15 and SP No: 2301-32 at the Fillmore County Airport (FKA) in Fountain Township, and the County Board being fully advised in the premise.

NOW THEN BE IT RESOLVED:

That we do hereby accept said completed project for and on behalf of the County of Fillmore and authorize final payment as specified.

Dated at Preston, Minnesota, this 26th day of January, 2016

Contract Price: \$ 107,152.50
Value of Work: \$ 105,183.04
Final Payment: \$ 13,678.17

Chairman of the Board

VOTING AYE

Commissioners Prestby Dahl Root Lentz Bakke

VOTING NAY

Commissioners Prestby Dahl Root Lentz Bakke

STATE OF MINNESOTA
COUNTY OF FILLMORE

I, Bobbie Vickerman, Clerk of the Fillmore County Board of Commissioners, State of Minnesota, do hereby certify that the foregoing resolution is a true and correct copy of a resolution duly passed at a meeting of the Fillmore County Board of Commissioners held on the day of , 2016.

Witness my hand and official seal at Preston, Minnesota the day of , 2016.

SEAL

Bobbie Vickerman, Coordinator/Clerk
Fillmore County Board of Commissioners

# Invoice

The Barrier Group  
 14000 Sunfish Lake Blvd. #204  
 Ramsey, MN 55303  
 Phone: 763-422-3776

Date	Invoice #
2/1/2016	2655

**RECEIVED**

**JAN - 8 2016**

**FILLMORE COUNTY  
 COORDINATOR**

Bill To
Fillmore County PO Box 466 Preston, MN 55965 Attn. Jeff C. & Karen B.

P.O. No.	Terms	Rep
	Due on receipt	JL

Item	Qu	Description	Rate	Amount
Renewal Notice		This invoice includes services for software upgrades, hardware maintenance, self-updating software technology, live technical support, implementation, and etc.  If you have any questions or problems, please contact The Barrier Group immediately.  We appreciate your business.		0.00
Firewall/VPN	1	Appliance Technology - Firewall/VPN	1,875.00	1,875.00
Anti-Spam/Virus	1	Appliance Technology - Anti-Spam/Virus	1,875.00	1,875.00
IDS/IDP	1	Appliance Technology - IDS/IDP	1,875.00	1,875.00
Web Content	1	Appliance Technology - Web Content	1,875.00	1,875.00
High Availability Service	1	High Availability Backup Service, Quote # 7-13-2012	500.00	500.00
Sales Discount		Sales Discount	-1,125.00	-1,125.00
		Exempt from Tax	0.00%	0.00

	<b>Total</b>	\$6,875.00
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For any questions regarding this invoice, contact Craig in accounting, 763-230-1051.