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# **Le Sueur County, MN**

**Tuesday, December 15, 2015**

**Board Meeting**

## **Item 4**

**4:45 p.m. Human Services (30 min)**

**Staff Contact:**



# Department of Human Services

88 SOUTH PARK AVENUE • LE CENTER, MINNESOTA 56057-1646  
507-357-2251 • FAX 507-357-6122

## Human Services Board Agenda December 15<sup>th</sup>, 2015 @ 4:45 p.m.

### 100- PRESENTATIONS:

- 110- New Commissioner to DHS Appointed
- 120- Update on Medica Meeting
- 130- Relocation
- 140- EDMS Update

### 200- INFORMATIONAL ITEMS:

- 210- Finance Graphs/Report;
- 220- Income Maintenance/Child Support Graphs;
- 230- Family Services Graphs-
  - 231- Social Services Team
  - 232- Child Services Team
    - 232.1- Out Of Home Placement Report
    - 232.2- In-Home Family Therapy Report;
  - 233- Behavioral Health Team

### 300- BOARD APPROVAL ITEMS:

- 310 - South Central Community Based Initiative Joint Powers Board Agreement
- 320 - Aging Services for Communities Contract
- 330 - Commissioner's Warrants

# South Central Community Based Initiative JOINT POWERS AGREEMENT

## Article 1 Enabling Authority

**THIS AGREEMENT** is made by and between the political subdivisions organized and existing under the Constitution and laws of the State of Minnesota, hereafter collectively referred to as "Parties," and individually as "Party" which are signatories to this "Agreement." This agreement supersedes the Joint Powers Agreements dated January 2009 and January 2012.

Minnesota Statutes, Section 471.59 provides that two or more governmental units may by Agreement jointly exercise any power common to the contracting Parties; and

Minnesota Statutes, Section 245.4661 provides that a political subdivision may implement pilot projects to provide alternatives to or enhance coordination of the delivery of mental health services required under the Minnesota Comprehensive Adult Mental Health Act, Minnesota Statutes, sections 245.461 to 245.486.

In consideration of the mutual promises and agreements contained herein and subject to the provisions of Minnesota Statutes, Sections 471.59 and Minnesota Statutes, sections 245.461 to 245.486 the following Parties:

Blue Earth County  
Brown County  
Faribault County  
Martin County

Freeborn County  
Le Sueur County  
Nicollet County  
Rice County

Sibley County  
Watsonwan County

Also referred to herein as "Participating County" hereto agree as follows:

## Article 2 Purpose

The purpose of this agreement is to provide for the joint exercise of the parties' powers requiring regional coordination to plan for the needs of the South Central Community Based Initiative. The joint exercise of the parties' powers pursuant to this agreement is intended to supplement and complement but not supplant the parties' joint and individual powers of planning, coordination, and costs incurred on issues relative to:

- 2.1. Providing services to persons with mental illness in the most clinically-appropriate, person-centered, least restrictive, and cost-effective ways
- 2.2. Providing other similar or related services and programs as determined by the Joint Powers Board ("Board").
- 2.3. Establishing procedures to add qualifying Parties to this Agreement.

- 2.4. Establishing a mechanism whereby additional and/or alternative programs and services may be developed for the benefit of the Parties and in furtherance of the objectives of the Parties.
- 2.5. Achieving the overall goal of South Central Community Based Initiative, which is for consumers to ensure that persons experiencing serious and persistent mental illness receive services:
- of the right amount;
  - at the right time;
  - in the most appropriate, least restrictive setting;
  - as close to the consumer's home as possible;
  - Using a strengths-based approach to treatment
  - that balances consumer choice with community safety;
  - in a cost-effective manner; and
  - that supports consumer goals.

### **Article 3 Name**

The name of this entity shall be South Central Community Based Initiative hereinafter sometimes referred to as the SCCBI.

### **Article 4 Governance**

- 4.1 Governing Board. A governing board shall be formed to oversee the operation of the SCCBI and shall be known as the Board.
- 4.1.1. The membership of the Board shall be comprised of one representative appointed by each Party to this Agreement. The representative need not be an elected member of the Party but must be an agent or employee of the Party. An alternate can be designated by each participating county's governing body, in the event the member appointed to the Board is temporarily unable to attend. An alternate shall possess the same qualifications as the Board Member. Any designation of an alternate shall be in writing, signed by the appropriate county, and delivered to the Board Chair.
- 4.1.2. Documentation. Resolutions or other documentation of designation shall be filed with the Board Chair.
- 4.1.3. Members not Employees. Members of the Board are not employees of the SCCBI and will not be compensated for serving on the Board. For all intents and purposes while serving on the Board, including but not limited to workers compensation, each member of the Board is an employee of the Party that made the appointment.
- 4.2. Terms; Vacancies. Board members shall serve until the appointing authority makes a change. The appointing entity shall appoint a designee and/or alternate as soon as reasonably possible after a vacancy occurs.

- 4.3. Officers of the Board. The Board shall elect a Chair and Vice Chair from its membership who shall serve for two years.
- 4.3.1. Election of Officers. The election of the Chair and Vice-Chair shall be conducted at the first Board meeting of even number years.
- 4.3.2. Additions to the Board. The Board may elect or appoint such other officers as it deems necessary to conduct the affairs of the organization.
- 4.3.3. Secretary/Treasurer. The Board may elect or appoint a secretary/treasurer.
- 4.3.4. Committees. The Board shall have the authority to appoint such committees as it deems necessary to fulfill the purpose of the organization.
- 4.4. Meetings. The Board shall comply with Minnesota Statutes Chapter 13D (Open Meeting Law).
- 4.5. Voting. A quorum shall consist of no less than fifty-one percent (51%) of Board members or alternates eligible to vote. Board actions shall be determined by a majority of the votes cast at the meeting. Abstentions shall not be counted as votes cast for the purpose of this section. Proxy votes are not permitted.
- 4.6. By-Laws. The Board may adopt bylaws to govern its operations. Such bylaws shall be consistent with the Agreement and applicable law.
- 4.7. Amendments. This agreement may be amended only in writing and upon the consent of the governing bodies of all of the parties.
- 4.8. Records, Accounts and Reports.
- 4.8.1. Records and Reports. The books and records, including minutes and the original fully executed Agreement, of the Board shall be subject to the provisions of Minn. Stat. Ch. 13, and Minn. Stat. § 16C.05, Subd. 5. The Board may appoint any of its member parties, to act as fiscal agent, to provide any and all budgeting and accounting services necessary or convenient for the Board. The chief financial officer of the party so selected shall act as comptroller for the Board and shall draw warrants to pay demands against the Board when the demands have been approved by the Board. The fiscal agent shall ensure the strict accountability of all funds and accurate reporting of all receipts and reimbursements. All funds shall be accounted for according to generally accepted accounting principles.
- 4.8.2. Receipts and Disbursements. The Board may disburse funds in a manner that is consistent with this agreement and with the method provided by law for the disbursement of funds. All powers granted herein shall be exercised by the Board in a fiscally responsible manner and in accordance with the requirements of law. A report of all receipts and disbursements shall be forwarded to the members monthly and on an annual basis. All funds shall be accounted for according to generally accepted accounting principles.

## **Article 5 Duties of the Board**

The Board shall formulate a plan to carry out its purposes pursuant to Article 2.

## **Article 6 Powers of the Board**

- 6.1. General Powers. The Board is hereby authorized to exercise such authority and powers common to the Parties as is necessary and proper to fulfill its purposes and perform its duties. Such authority shall include the specific powers enumerated in this Agreement or in the bylaws. All powers granted herein shall be exercised by the Board in a fiscally responsible manner and in accordance with the requirements of law.
- 6.2. Specific Powers.
- 6.2.1. Contracts. The Board may enter into contracts necessary for the exercise of its duties and responsibilities to govern the SCCBI. The Board may take such action as is necessary to enforce such contracts to the extent available in equity or at law. Contracts let and purchases made pursuant to this Agreement shall conform to the requirements applicable to contracts required by law (i.e., fiscal management, personnel management).
- 6.2.2. Annual Budget. The fiscal year of the SCCBI shall be the calendar year, January 1 through December 31. An annual budget shall be prepared and submitted to the Board by the fiscal agent, consistent with member County budgeting timelines. The Board shall approve the annual budget by January 1 and if approved, no member County annual budgeted financial obligation to SCCBI can be increased without their consent.
- 6.2.3. Insurance. The Board shall obtain liability, property and auto insurance and may obtain such other insurance it deems necessary to indemnify the Board and its members for actions of the Board and its members arising out of this Agreement, distinct from insurance which may be provided by each party, and consistent with the risk exposure of the Board under the state tort liability limits found in Chapter 466 of the Minnesota Statutes.

## **Article 7 Indemnification and Hold Harmless**

- 7.1. Applicability. The SCCBI shall be considered a separate and distinct public entity to which the Parties have transferred all responsibility and control for actions taken pursuant to this Agreement. SCCBI shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of M.S. 466.
- 7.2. Indemnification and Hold Harmless. The SCCBI shall fully defend, indemnify and hold harmless the Parties against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the Board and/or employees and/or the

agents of the SCCBI. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota States Statutes, Section 466.04.

To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the parties that they shall be deemed a “single governmental unit” for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, subd. 1a(b); provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party.

The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

However, the parties other than the appointed jurisdiction that serves as fiduciary responsibilities agree to save and hold harmless the jurisdiction and its officers, agents, employees, and members, from all claims, suits, or actions of whatsoever nature resulting from or arising out of any failure by the other parties or their subcontractors, agents, or employees to comply with any restrictions placed on use of funds by any governmental entity which are disbursed to them by the jurisdiction pursuant to this agreement.

- 7.3 Under no circumstances shall a Party be required to pay on behalf of itself or other parties, any amount in excess of the limits of liability established in Minn. Stat. Chapter 466, applicable to any third party claim or action. The statutory limits of liability for some, or all, of the Parties may not be added together or stacked to increase the maximum amount of liability for any third party claim or action.

## **Article 8 Term**

This Agreement shall commence upon approval of the governing body of each Party and signature of the official with authority to bind the entity listed in Article I.

The Agreement shall be in effect only with respect to the Parties who have approved and signed it.

## **Article 9 Withdrawal and Termination**

- 9.1. Withdrawal: Any Party shall have the right to withdraw from this Agreement and the SCCBI created in the following manner:

The Party withdrawing shall pass a resolution declaring its intent to withdraw effective on a specified date, which date shall not be less than ninety (90) days from the day of the resolution, and shall send a certified copy of such resolution to the chairperson of the SCCBI Joint Powers Board not less than ninety (90) days before the effective date of withdrawal. The certified copy of such resolution shall be sent by certified, return receipt mail to the Chairperson of the SCCBI Board.

Upon receipt of the resolution of a withdrawal, the Chairperson shall, within ten (10) workdays, mail copies of the resolution to all Parties and all SCCBI members.

- 9.2. When a Party exercises its option to withdraw under the terms of this Agreement, no fiscal liability shall accrue for the subsequent quarter unless the resolution declaring its withdrawal is sent later than the first day of the last month in the quarter, in which case, fiscal liability will be limited to that accruing within sixty (60) days of the notice declaring its withdrawal; and any payment in excess of this amount shall be refunded to the withdrawing Party immediately.

The withdrawing Party shall not be entitled to a refund of fees paid to the SCCBI prior to the effective date of withdrawal.

Notwithstanding a Party's authority to withdraw, this Agreement and the Joint Powers Board created hereby shall continue in force until all non-withdrawing Parties mutually agree to terminate this Agreement.

The Parties continuing this Agreement and the Joint Powers Board created hereby shall indemnify, defend, and hold harmless any withdrawing Party who has withdrawn in accordance with the terms of this Agreement.

After the effective date of termination of this agreement by all Parties, the SCCBI shall continue to exist for the limited purpose of discharging the SCCBI's debts and liabilities, settling its affairs, and disposing of its property and surplus monies, if any.

- 9.3. Termination. This Agreement shall remain in force until December 31, 2020, and it shall terminate then unless continued for an additional term or terms by the written agreement of all Parties. The parties agree to review the terms of the agreement in January 2020 and every five (5) years thereafter.

9.3.1 Effects of Termination. Termination shall not discharge any liability incurred by the Board or by the Parties during the term of the Agreement.

9.3.1A Financial obligations shall continue until discharged by law, this Agreement or any other agreement.

9.3.1B In case of termination, all unused funds and surplus property held by the SCCBI shall be distributed in accordance with grantor agreement of the State of Minnesota or otherwise in proportion to the total population of the respective counties as reported by the most recent census. Any distribution or unused fund or surplus property would go only to Parties who were members of the effective date of the termination of this Agreement.

## **Article 10 Miscellaneous**



- 10.1. Reservation of Authority. All responsibilities not specifically set out to be jointly exercised by the Board under this agreement are hereby reserved to the parties and each of them. Nothing in this Agreement shall act as a waiver by a participating Party of its individual power and legal authority to provide the services contemplated for this Agreement as outlined in the Purpose Article 2 above.
- 10.2. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. Counterparts shall be filed with the member party that is appointed fiscal agent by the Board.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by the persons authorized to act for their respective Parties on the date shown below.

Each Party must complete the following. An original of each Party's execution of the Agreement should be attached to the Agreement and remain in a permanent file.

Approved as to form and execution: COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
County Attorney/Date

By: \_\_\_\_\_  
Chair of Board

Date of Signature: \_\_\_\_\_

Attest: \_\_\_\_\_  
Clerk of Board

COUNTY OF LE SUEUR  
STANDARD AGREEMENT

THIS AGREEMENT, by and between the County of Le Sueur, Minnesota, hereinafter referred to as “County”, and Aging Services for Communities, 212 1<sup>st</sup> Street South, PO Box 7, Montgomery, Minnesota, hereinafter referred to as “Provider”.

RECITALS:

- a. Provider is qualified for the purpose of providing transportation; and
- b. The County seeks to enter into an agreement for the provision of transportation through the volunteer drivers program.

NOW THEREFORE, in consideration of the mutual undertakings and agreement contained within this agreement, the County and Provider hereby agrees as follows:

1. **Compensation and Terms of Payment**

a. Compensation

Provider shall be compensated at an administrative rate of \$17.00 per trip.

Provider shall be reimbursed for “no-show” pick-ups and cancellations at the above rates and are reviewed on a case-by-case basis.

Volunteer drivers shall be reimbursed a stipend of \$6.00 for trips 10 miles and under and \$12.00 for trips 11 miles or more, plus the current IRS mileage reimbursement and approved meals and parking expenses.

b. Terms of Payment

- 1) Provider shall submit original invoices on a bi-weekly basis to the authorized agent of the County for payment of work completed. The authorized agent shall have the authority to review the invoices, and no payment shall be made without the approval of the authorized agent. The authorized agent of the County shall make payments within thirty (30) days after receipt of invoices for services performed and acceptance of such services.

2. **Condition of Payment**

All services provided by Provider pursuant to this agreement shall be performed to the satisfaction of the County, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. Payment shall be withheld for work found by the County to be unsatisfactory, or performed in violation of federal, state and local laws, ordinances, rules or regulations.

**3. Scope of Services**

Provider agrees to furnish the following services during the term of the agreement:

Provider will provide transportation services for County identified clients through their network of volunteer drivers.

Responsibilities of Provider:

1. Make transportation arrangements with drivers upon request from the County.
2. Conduct criminal background checks on each driver and provide verification to the County upon request.
3. Ensure that the drivers meet minimum insurance requirements as set out below and provide verification to the County upon request.

Responsibilities of County:

1. Verify that no other means of transportation is available.
2. Contact Provider with request information.
3. Assess the client's potential for dangerous behavior prior to transport occurring. If the client is determined unsafe to transport, the County will not refer the client to the Provider.

**4. Effective Date of Contract**

This agreement shall be effective January 1, 2016

**5. Term of Contract**

This agreement shall remain in effect until December 31, 2016 or until all obligations set forth in this agreement have been satisfactorily fulfilled or unless earlier terminated as provided, whichever occurs first.

**6. Authorized Agents**

Le Sueur County shall appoint an authorized agent for the purpose of administration of this agreement. Provider is notified of the authorized agent of Le Sueur County as:

Deb Serich, Financial Assistance Supervisor  
Le Sueur County Human Services  
88 South Park Avenue  
Le Center, MN 56057  
507-357-8514  
507-357-6122 FAX  
[dserich@co.le-sueur.mn.us](mailto:dserich@co.le-sueur.mn.us)

The County is notified the authorized agent for the Provider is as follows:

Karen Hiscox, Executive Director/CFO  
Aging Services for Communities (ASC)  
212 1<sup>st</sup> Street South  
PO Box 7  
Montgomery, MN 56069  
507-364-5663, Ext. 22  
507-364-5454 FAX  
karen@aging-services.org

**7. County and State Audit**

Pursuant to Minn. Stat. Section 16C.05, Subd. 5 (2007), the books, records, documents, and accounting procedures and practices of Provider relative to this agreement shall be subject to examination by County and the State Auditor. Complete and accurate records of the work performed pursuant to this Agreement shall be kept by Provider for a minimum of six (6) years following termination of this Agreement for such auditing purposes. The retention period shall be automatically extended during the course of any administrative or judicial action involving the County regarding matters to which the records are relevant. The retention period shall be automatically extended until the authorized agent of the County notifies Provider in writing that the records need no longer be kept.

**8. Indemnity**

Provider agrees to defend, indemnify, and hold the County, its employees and official harmless from any claims, demands, action or causes of action, including reasonable attorney's fees and expenses resulting directly or indirectly from any negligent act or omission on the part of the provider, its volunteers, or its subcontractors, partners or independent contractors or any of their agents or employees, in the performance of or with relations to any of the work or services to be performed or furnished by the vendor, its volunteers, or the subcontractors, partners or independent contractors or any of their agents or employees under the Agreement.

Provider shall be responsible for the professional quality, technical accuracy, and the coordination of all services furnished by Provider under this Agreement. Provider shall, without additional compensation, correct or revise any errors or deficiencies in Provider's final reports and services.

**9. Insurance**

Provider shall not commence work under this Agreement until it has obtained, at its own cost and expense, all insurance required herein. All insurance coverage is subject to approval of the County and shall be maintained by Provider until final completion of the work.

**a. Workers' Compensation**

1. State: Minnesota – Statutory
2. Employer's Liability with minimum limits of:  
Bodily Injury by Accident: \$100,000 each Accident  
Bodily Injury by Disease: \$100,000 each Employee  
Bodily Injury by Disease: \$500,000 policy limit
3. Benefits required by union labor contracts: as applicable

In the event Provider is a sole proprietor and has not elected to provide workers' compensation insurance, Provider shall be required to execute and submit an affidavit of sole proprietorship in a form satisfactory to the County before entering into the Agreement.

**b. Commercial General Liability**

Including Premises, Operations, Products, Completed Operations, Advertising and Personal Injury Liability, with the following minimum limits of liability:

- \$2,000,000 Aggregate
- \$2,000,000 Products & Completed Operations Aggregate
- \$1,000,000 Personal Injury & Advertising Injury
- \$1,000,000 Occurrence
- \$ 100,000 Fire Damage Limit
- \$ 5,000 Medical Expense

Policy should be written on an occurrence basis and include explosion, collapse and underground. The County shall be named as an additional insured.

**c. Proof of Insurance**

Insurance certificates evidencing that the above insurance is in force with companies acceptable to County and in the amounts required shall be submitted to County for examination

**d. Insurance Verification:**

Provider will be responsible to verify that the volunteer maintains adequate auto insurance coverage on the vehicle used in transporting clients, in accordance with the requirements of the Provider. Provider will maintain copies of each driver's auto liability insurance and provide copies to the County upon request.

**10. Subcontracts**

Provider shall not subcontract any portion of the work to be performed under this agreement nor assign this agreement without the prior written approval of the authorized agent of the county. Provider shall ensure and require that any

subcontractor agrees to and complies with all of the terms of this agreement. Any subcontractor of Provider used to perform any portion of this agreement shall report to and bill Provider directly. Provider shall be solely responsible for the breach, performance or nonperformance of any subcontractor.

**11. Host County Contract**

This agreement may be accessed as a Host County Agreement under applicable law and rules of the Minnesota Department of Human Services. All local agencies that purchase services from Provider shall abide by the terms of this Agreement. Such local agencies shall be financially under the terms of this Agreement for those clients they refer to Provider for services. County shall monitor the terms of this Agreement and shall make available, upon request of other local agencies, copies of this Agreement.

**12. Force Majeure**

County and Provider agree that Provider shall not be liable for any delay or inability to perform this agreement, directly or indirectly caused by, or resulting from, strikes, labor troubles, accidents, fire, flood, breakdowns, war, riot civil commotion, lack of material, delays of transportation, acts of God or other cause beyond reasonable control of Provider and the County.

**13. Data Practices**

Provider, its agents, employees, volunteers, and any subcontractors of Provider, in providing all services hereunder, agree to abide by the provisions of the Minnesota Data Practices Act., Minn. Stat. Ch. 13, as amended, and Minn. Rules promulgated pursuant to Ch. 13. Provider understands that it must comply with these provisions as if it were a government entity. Provider agrees to indemnify and hold the County, its officers, department heads and employees harmless from any claims resulting from the Provider's unlawful disclosure or use of data protected under state and federal laws.

**14. Health Insurance Portability And Accountability Act Of 1996**

Both parties are covered entities under the Health Insurance Portability and Accountability Act (HIPAA). Provider agrees to treat all Personal Health Information in a confidential and private manner and to comply with all applicable requirements of this Act. Failure to comply with HIPAA standards may result in the termination of this Agreement.

**15. Termination**

This agreement may be terminated by either party, with or without cause upon 30 days written notice to Provider or the Authorized Agent of the County.

**16. Independent Contractor**

It is agreed that nothing contained in this agreement is intended nor should be construed as creating the relationship of a partnership, joint venture, or association with the County and Provider. Provider is an independent

contractor, and it, its employees, agents, subcontractors, and representatives shall not be considered employees, agents or representatives of the County. Except as otherwise provided herein, Provider shall maintain, in all respects, its present control over the means and personnel by which this agreement is performed. From any amounts due Provider, there shall be no deduction for federal income tax, FICA payments, state income tax, or for any other purposes which are associated with an employer/employee relationship unless otherwise required by law. Payment of federal income tax, FICA payments, state income tax, unemployment compensation taxes, and other payroll deductions and taxes are the sole responsibility of Provider.

17. **Notices**

Any notices to be given under this agreement shall be given by enclosing the same in a sealed envelope, postage prepaid, and depositing the same with the United States Postal Service, addressed to Provider at its address stated herein, and to the authorized agent of the County at the address state herein.

18. **Controlling Law**

The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this agreement, the legal relations between the parties and performance under the agreement. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within the County of Le Sueur, State of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the State of Minnesota. If any provision of this contract is held invalid, illegal or unenforceable, the remaining provision will not be affected.

19. **Successors and Assigns**

The County and Provider, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this agreement and to the partners, partners, successors, assigns and legal representatives of such other party with respect to all covenants of this agreement. Neither the County nor Provider shall assign, sublet, or transfer any interest in this agreement without the prior written consent of the other.

20. **Equal Employment and Americans with Disabilities**

In connection with the work under this agreement, Provider agrees to comply with the applicable provision of state and federal equal employment opportunity and nondiscrimination statues and regulations. In addition, upon entering into this agreement, Provider certifies that it has been made fully aware of Le Sueur County's Equal Opportunity and Americans With Disability Act Policy, attached hereto and incorporated hereto and incorporated herein as Exhibit A through both oral and written communications, that it supports this policy and that it will conduct its own employment practices in accordance therewith. Failure on the part of the

Provider to conduct its own employment practices in accordance with County Policy may result in the withholding of all or part of regular payments by the County due under this agreement unless or until Provider complies with the County policy, and/or suspension or termination of this agreement.

**21. Changes**

The parties agree that no change or modification to this agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this agreement. The execution of the change shall be authorized and signed in the same manner as for this agreement.

**22. Severability**

In the event any provision of this agreement shall be held invalid and unenforceable, the remaining provision shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the agreement to fail its purpose. One or more waivers by either part of any provision, term, condition or covenant shall not be construed by the other parts as a waiver of a subsequent breach of the same by the other party.

**23. Entire Agreement**

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

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

LE SUEUR COUNTY

AGING SERVICES FOR COMMUNITIES

By \_\_\_\_\_  
Lance Wetzel, Chair

By \_\_\_\_\_  
Karen Hiscox, Executive Director/CFO

Date \_\_\_\_\_

Date \_\_\_\_\_

Attest \_\_\_\_\_  
Darrell Pettis  
County Administrator

Approved as to form: \_\_\_\_\_  
Brent Christian  
County Attorney

Date \_\_\_\_\_

Date \_\_\_\_\_