



Le Sueur County, MN

Tuesday, December 12, 2017

Board Meeting

Item 6

9:35 a.m. Cindy Shaughnessy, Public Health (15 min)

Amended Immtrack Joint Powers Agreement

Contracted Case Management Agreement with Thomas Allen

Family Home Visiting Grant: regional application letter of intent

2017 Budget Adjustment

Other

Staff Contact:



Public Health
Prevent. Promote. Protect.

LE SUEUR COUNTY PUBLIC HEALTH

88 South Park Avenue
Le Center, MN 56057
Phone (507) 357-8246
Fax (507) 357-4223

Le Sueur County Board of Commissioners Meeting
December 12, 2017

Cindy Shaughnessy, Public Health Director

Agenda:

1) Amended Immtrack Joint Powers Agreement

- County Attorney Brent Christian reviewed & approved the amended JPA
- JPA attached: page 5-6 amended to include auto-renewal language
- Request Board approval and signatures

2) Contracted Case Management (CCM) agreement with Thomas Allen

- Brent Christian reviewed & approved the Purchase of Service Agreement
- Attached: POS Agreement; Exhibit A – Lead County Ramsey County Contract for CCM; Exhibit B – Designated Roles & Responsibilities for CCM
- Request Board approval for Director to sign

3) Family Home Visiting (FHV) Grant application SC region

- Attached: Letter of Intent to Apply 12-5-17; grant application due Jan. 12, 2018
- Applying for an expansion grant of the current Faribault-Martin program
- Counties: Faribault-Martin, Le Sueur-Waseca, Nicollet-Brown, Watonwan
- Request approval to move forward with grant application

4) 2017 Budget Adjustment

- Request to adjust the 2017 budget
- Move \$12,000 from account 124-6101 (perm. salaries under budget \$34,000)
- Move \$12,000 to account 124-6610 (equipment) to purchase sit stand stations

5) Other

South Central Regional Immtrack 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."

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 145A.04 provides that a political subdivision may implement a project to prevent and control communicable diseases, including vaccine-preventable diseases and to implement and maintain a regional immunization information system to assure age-appropriate immunizations through complete and accurate immunization records available to public and private health care providers; and

In consideration of the mutual promises and Agreements contained herein and subject to the provisions of Minnesota Statutes, Sections 471.59 and Minnesota Statutes, Section 145A.04 and all other applicable statutes, rules, and regulations, the following Parties:

Blue Earth County
Brown County

LeSueur County
Nicollet County

Waseca County
Watsonwan County

hereto agree as follows:

Article 2 Purpose

The Parties desire to establish a mechanism whereby they may jointly exercise powers common to each participating Party on issues requiring:

- A. Fulfillment of the Parties broad responsibilities to protect the health and welfare of their citizens.
- B. Age appropriate immunizations and reduction in the occurrence of vaccine-preventable disease through maintenance of complete and accurate immunizations records.
- C. Planning, development of policies, implementation, and direct management of the operations of a regional immunization information system.
- D. Establishment of procedures to add qualifying Parties to this Agreement.

- E. Establishment of 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.

Article 3 Name

The name of this entity shall be South Central Regional Immtrack hereinafter sometimes referred to as the Immtrack.

Article 4 Governance

- 4.1 Governing Board. A governing board shall be formed to oversee the operation of the Immtrack and shall be known as the Board.
- 4.1.1. The Membership of the Governing Board shall be composed of one representative appointed by each participating county's governing body. The representative need not be a member of the governing body of the participating county but must be an agent thereof. An alternate can be designated by each participating county's governing body, in the event the member appointed to the Governing Board is temporarily unable to attend. An alternate shall possess the same qualifications as the Governing Board Member. Any designation of an alternate shall be in writing, signed by the appropriate county, and delivered to the Secretary of the Governing Board.
- 4.1.2. Documentation. Resolutions or other documentation of designation shall be filed with the Secretary of the Board.
- 4.1.3. Members not Employees. Members of the Board shall not be deemed to be employees of the Immtrack and will not be compensated, including per diem allowance, for serving on the Board. For all purposes, including workers compensation, each member of the Board shall be considered to be 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 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 one year.
- 4.3.1. Election of Officers. The election of the Chair and Vice-Chair shall be conducted at the first board meeting of every year. There is no restriction as to the number of terms.

- 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). There shall be an annual meeting of the Board held in the first meeting of each calendar year and a minimum of two meetings per year on such dates and at such times and places as the Board shall determine.
- 4.5. Voting. A quorum shall consist of no less than fifty percent (50%) 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 from time to time as deemed necessary. Amendments require agreement of all Parties and must be provided to all Parties at least thirty (30) days prior to the effective date of the proposed amendment.
- 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. Statute Chapter 13. They shall be maintained at Blue Earth County Human Services, 410 South Fifth Street, Mankato, Minnesota, 56002. Blue Earth County will serve as the fiscal agent for grant funds received by the Immtrack. Records, accounts and reports shall be maintained by the Secretary/Treasurer.
- 4.8.2. Receipts and Disbursements. The Immtrack will ensure strict accountability for all funds of the organization and will require reports on all receipts and disbursements made to, or on behalf of the Immtrack.

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.

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 Immtrack. 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 Immtrack shall be the calendar year, January 1 through December 31. An annual budget will be prepared and submitted to the Board by the fiscal agent annually, prior to January 1.

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.

Article 7 Indemnification and Hold Harmless

7.1. Applicability. The Immtrack 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. Immtrack 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 Immtrack 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 Immtrack. 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(a); 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.

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 Immtrack 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 Immtrack Board not less than ninety (90) days before the effective date of withdrawal.

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

- 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 Immtrack Board prior to the effective date of withdrawal.

Notwithstanding a Party's authority to withdraw, this Agreement and the 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 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 Immtrack Board shall continue to exist for the limited purpose of discharging the Immtrack's debts and liabilities, settling its affairs, and disposing of its property and surplus monies, if any.

- 9.3. Termination. This Agreement shall start upon January 1, 2012, **as amended January 1, 2017**, or upon the date of signature of the governing body and remain in force ~~until December 31, 2016 and it shall terminate then unless continued for an additional term or~~

~~terms by the written agreement of all Parties~~ **unless or until a party exercises its right of withdrawal.**

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 Immtrack Board 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 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 Blue Earth County who will maintain them at 410 South 5th Street, Mankato, Minnesota, 56001.

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

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December 7, 2017

This is an agreement between Le Sueur County Public Health, 88 South Park Avenue, Le Center, MN 56057 ("County") and Thomas Allen, 1550 Humboldt Avenue West, St. Paul, MN 55118 ("Contractor"), for Contracted Case Management Services.

The Contractor will act on behalf of the Contractor to provide waiver case management services to individuals assigned.

Both the County and the Contractor will adhere to all terms and conditions of the Contractor's Lead Agency Agreement with Ramsey County Human Services:

CHS16 THOMAS ALLEN CM 19 (Exhibit A)

relating to CADI, BI, and CAC waiver case management services.

The exception to this agreement is the authorized unit rate for case management services, as outlined in Attachment A. Both the County & Contractor agree to the following unit rates:

<u>Service</u>	<u>Program</u>	<u>Rate</u>
Case Management	CADI/CAC/BI waiver	State of MN max limit

In addition, both the County & Contractor agree to abide by the "Designated Roles and Responsibilities with Contracted Case Management" document which is specific to Le Sueur County Public Health and Thomas Allen (Exhibit B).

Cindy Shaughnessy, Le Sueur County Public Health Director

Date

Sandra Quinn, Thomas Allen Administrator

Date

Client Services Agreement

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of the Human Services Department, 160 East Kellogg Blvd., St. Paul, MN 55101 ("County") and Thomas Allen, Inc., 1550 Humboldt Avenue, West St. Paul, MN 55118, registered as a S Corporation in the State of Minnesota ("Contractor").

1. Term

1.1.

The term of this Agreement shall be from July 01, 2016 through June 30, 2019 and may be renewed for up to two (2) additional one year period(s).

The full term of this agreement (including renewals) is 5 year(s) and 0 month(s).

1.1.1.

Contract renewals shall be made by way of a written Amendment to the original contract and signed by authorized representatives.

2. Scope of Service

The County agrees to purchase, and the Contractor agrees to furnish, services described as follows:

2.1.

The Contractor shall provide Community Alternative Care (CAC), Community Access for Disability Inclusion (CADI), Brain Injury (BI) and Developmental Disability (DD) waiver and county funded Case Management Services, Relocation Service Coordination (RSC) and Vulnerable Adult and Developmental Disability Targeted Case Management (VA/DD TCM) Services. Case Management Services assist persons, children and adults to access needed waiver and State plan services, as appropriate/applicable, as well as needed medical, social, educational and other services, regardless of the funding source.

CAC, CADI, BI and DD Case Management Services include but are not limited to:

- Ensuring informed choice for all individuals receiving Case Management Services.
- Informing individuals or their legal representatives of service options
- Assisting individuals with the identification of potential service providers
- Developing person centered plans using person centered principles that balance what is important to the individual with what is important for the individual based on an individual's assessed needs and preferences
- Assisting individuals in accessing needed services
- Coordination of services and
- Evaluation and monitoring of the services identified in the individual's service plan

VA/DD TCM include services provided on behalf of a vulnerable adult or individual with developmental disabilities. VA/DD TCM are services intended to coordinate and link social and other services, designed to help gain access to needed protective services, social, health care, mental health, habilitative, educational, vocational, recreational, advocacy, legal, chemical, health and other related services.

Relocation Service Coordination (RSC) are activities coordinated and designed to help an individual who resides in an eligible institution to gain access to needed medical, social, educational, financial, housing and other services and supports that are necessary to move from an eligible institution to the community.

The following Case Management Service activities are covered under the CAC, CADI, BI and DD waivers:

- Ensuring informed choice for all individuals receiving case management
- Developing service plans using person centered principles.
- Informing individuals or the individual's legal guardian or conservator, or parent if the individual is a minor, of service options
- Assisting individuals in the identification of potential providers
- Assisting individuals with access to services
- Coordinating services
- Evaluating and monitoring the services identified in the plan
- Developing annual service plans development that include discussion of where individuals want to live and work.
- Planning and arranging services and informing the county waiver contact of the proposed services to be authorized, including provider, service type, amount and frequency for entry into MMIS service agreement
- Verifying that all service providers are enrolled with the Minnesota Department of Human Services
- Problem solving
- Consulting and advocating on the multiple service needs of individuals
- Responding to all Common Entry Point (CEP) reports in a timely manner of receipt of report. All responses will be documented in the individual's file and available for Ramsey County review upon request.

The following Case Management Service activities are covered under VA/DD TCM:

- Advocating on behalf of the individual when service barriers are encountered
- Assisting the individual or other interested parties in making informed decisions about available services
- Communicating with the individual or other interested parties
- Completing and maintaining necessary documentation
- Coordinating and monitoring of the overall service delivery to ensure quality and effectiveness of services
- Coordinating referrals for needed services with qualified vendors
- Developing a written service plan

- Monitoring and evaluating services identified in the service plan to ensure personal outcomes are met and to ensure satisfaction with services and service delivery
- Regular review and revision of the service plan with the individual or other interested parties
- Travel time

For VA/DD TCM, the Contractor must document at a minimum:

- One face-to-face contact during the billing month with the individual, or the individual's legal representative, family member, primary caregiver or other relevant parties identified as necessary to the development and implementation of the service plan OR
- A telephone contact during the billing month with the individual, or the individual's legal representative, family member, primary caregiver or other relevant parties identified as necessary to the development and implementation of the service plan, and a face to face contact to these identified parties during the previous two months.
- The first contact is to be face-to-face and no more than two consecutive months may go by without a face-to-face contact.

For RSC, the Contractor shall provide RSC for individuals who were previously on their CAC, CADI, or BI caseload prior to an institution admission.

The Contractor shall also provide Paraprofessional Case Management or Case Management Aide Services (Case Management Services performed by a Case Aide) for individuals on the CAC, CADI or BI waiver. Case Management Aide Services are not available under the DD waiver, VA/DD TCM and RSC.

Case Management Aide definition: Assisting the case manager in carrying out administrative activities of the case management function. The Case Management Aide shall perform only those tasks delegated and supervised by the case manager that do not involve professional expertise or judgement. Case Management Aides cannot conduct assessments, reassessments or develop care plans.

Case management agencies are expected to maintain an up to date knowledge and understanding of all rules, regulations, and state and county policies relating to the CAC, CADI, BI and DD waiver programs, RSC and VA/DD TCM. This may be accomplished, in part, through Department of Human Services (DHS) trainings, DHS Bulletins, accessing information from the Internet, and actively communicating with the state and county.

Applicable Minnesota Department of Human Services Provider Standards include but are not limited to the following:

Case Management may be provided by a:

- Public health nurse
 - licensed under Minnesota Rule 6316.0100

- licensed under Minnesota Statute, section 148.171, subdivision 18, or
- A Registered Nurse
 - licensed under Minnesota Statutes, Chapter 148, sections 148.171 - 148.285, or
- A Social worker (CADI/BI)
 - Graduated from an accredited four-year college with a major in social work, psychology, sociology, or a closely related field; **or** a graduate from an accredited four-year college with a major in any field and one year experience as a social worker in a public or private social service agency, or
- A Social Worker (DD)
 - At least a bachelor degree in social work, special education, psychology, nursing, human services or other fields related to the education or treatment of persons with developmental disabilities or related conditions and
 - One year of experience in the education or treatment of persons with developmental disabilities or related conditions

A Case Management Aide must:

- Be a high school graduate
- Have one year experience as a case aide or in a closely related field or one year of education beyond high school (for example, business school or college)
- Be employed by the agency providing case management
- Receive oversight by the case manager of delegated tasks

In addition to the requirements set forth in statute, the Contractor will be expected to have robust staff training programs. Employing qualified, highly trained staff is a critical component of case management due to the diverse needs of individuals who are in need of case management services. Particular emphasis should be given to training staff on person-centered thinking and planning, informed choice, the dignity of risk, employment first, housing choice, cultural and linguistic competence including anti-racism, systemic racism and white privilege, and coordination with community resources.

The County is working to end racial disparities in the services we provide. We are also working to make sure our workforce reflects the community we serve. In addition to hiring practices, contractors are expected to focus on staff retention, as high turnover is difficult for individuals served.

2.2.

Services shall be provided at client's residence or other locations as appropriate. If services are provided at any other locations, it shall be deemed an alteration of this Agreement that must be reduced to writing.

2.3.

The Contractor shall make every reasonable effort to maintain a sufficient staff, facilities, and equipment to deliver the services. The Contractor shall within ten (10) days notify the County

in writing whenever it is, or reasonably believes it is going to be, unable to provide the required quality or quantity of services. The foregoing conditions will be subject to the provisions of the Force Majeure Clause of this Agreement.

2.4.

The Contractor shall make every reasonable effort to provide services in a universally accessible, multi-cultural and/or multi-lingual manner to persons of diverse populations.

2.5.

The Contractor agrees to furnish the County with additional programmatic and financial information it reasonably requires for effective monitoring of services. Such information shall be furnished within a reasonable period, set by the County, upon request.

3. Schedule

The Contractor shall provide services as follows: The Contractor's service shall be provided within the timeframes allowed by the Agreement as requested by the County.

4. Cost

4.1.

The County shall pay the Contractor the following unit rates:
See Attachment A. The Contractor shall bill DHS MNITS for CAC, CADI, BI and DD waiver Case Management; CAC, CADI and BI Case Management Aide services; and VA/DD TCM. For Developmentally Disabled individuals who are not Medical Assistance eligible and who were referred for Case Management Services by the County an itemized invoice should be sent to Ramsey County Social Services.

5. Health Insurance Reimbursement and Billing

In the event that services provided to eligible persons may be reimbursed by private health insurance, managed care organization or other public assistance programs, the Contractor shall bill such third parties before billing the State of Minnesota and/or the County.

6. Special Conditions

- 6.1 Case management agencies may not have a financial interest in the provision of Case Management Services other than to receive reimbursement for that service. Case Managers routinely assist the client in locating, accessing, and monitoring services. Due to the inherent conflict of interest a community case management agency shall not provide other services paid for through the CAC, CADI, BI and DD waivers for a client if they provide Case Management to that same client (i.e. home health, homemaker, residential, respite, companion services, etc.) The Contractor agrees that, should any conflict or potential conflict of interest become known, they will immediately notify the County of the conflict or potential conflict, and the County will determine how to proceed.
- 6.2 All individuals served will be screened for eligibility by Ramsey County. Upon establishing eligibility, individuals will be given a choice of case management providers. If the individual does not have a preference an agency will be assigned based on an established rotation system among providers. While some vendors may serve targeted populations, all vendors are expected to be able to serve individuals of diverse cultures/languages and funding type. There is no guaranteed number of referrals per month. If service demand within the County increases, the Contractor is expected to adjust their maximum capacity to aid in meeting the community need.

- 6.3 The Contractor serves as an extension of the County and is therefore expected to execute all roles and reporting requirements set forth as a responsibility of the County.

Expectations include:

- Supporting and promoting Minnesota's Olmstead Plan and the Values and Mission of Ramsey County
 - Supporting and promoting the Adult Services Wellness Delivery model that includes: access and outreach, integration of services, and person-centered thinking
 - Participating in utilization and review processes as requested by the Minnesota Department of Human Services ("DHS") and the County
 - Coordinating with other social service and community partners
 - Integrating practices that facilitate implementation of State and County efforts to meet requirements set forth in Minnesota's Olmstead Plan
 - Involvement in the civil commitment process with clients facing commitment
 - Participating in the County's contractor meetings with the expectation that members will relay information from the County to their own team members
 - Accurate and timely reporting of suspected maltreatment to vulnerable adult and child protection agencies as required by law and Ramsey County Social Services Department policy.
 - Reporting the death of individuals served to the County and the State Ombudsman
 - Maintaining the ability to arrange and pay for interpreter services
 - Understanding the DHS Disability Rate Management System and working collaboratively with providers of waived services to collect the information needed to secure funding
 - Coordinating with other County service areas such as Adult Mental Health.
 - Working with all eligible individuals regardless of waiver type or funding source.
 - In addition, the County expects the individual to remain with the same case manager regardless of the change in the individual's funding source.
- 6.4 The Contractor must have in place and use encryption software with Zixcorp encryption for all data sharing with the County.
- 6.5 Unit rates in effect under this Agreement are subject to future cost of living adjustments by the State of MN
- 6.6 The County does not guarantee a minimum number of referrals.
- 6.7 The Contractor must accept all referrals from the County. Exceptions will only be made when an extenuating circumstance exist (conflict of interest)
- 6.8 A maximum of 144 units a year of Case Management or combined Case Management and Case Management Aide Services can be authorized per case. Any request for funding beyond 144 units per case requires pre-approval by the Ramsey County waiver funding team through the amendment process. Case Management and Case Management Aide Services within 144 units per case may be adjusted by sending in a new waiver

authorization to the County. Per case adjustments of more than three (3) times a year will require the Ramsey County waiver funding team approval.

- 6.9 The Contractor shall perform monthly file reviews on a random sample of 1% of caseload size; however, no less than ten (10) cases to ensure compliance. A quarterly report including the files reviewed, outcome of each file and possible corrective action must be submitted to the County within 30 days after the end of each quarter.
- 6.10 The County shall designate one point of contact person to assist the Contractor with process, procedures and programmatic questions.

7. County Roles and Responsibilities

7.1.

The County may monitor and/or evaluate the performance of the Contractor under this Agreement during and for a period of 90 days following termination or expiration of this Agreement.

8. General Contract/Agreement Terms and Conditions

8.1. Payment

8.1.1.

No payment will be made until the invoice has been approved by the County.

8.1.2.

Payment shall be based on a negotiated payment schedule.

8.2. Application for Payments

8.2.1.

The Contractor may not submit invoices more than once a month.

8.2.2.

Invoices for any goods or services not identified in this Agreement will be disallowed.

8.2.3.

Each application for payment shall contain the order/contract number, an itemized list of goods or services furnished and dates of services provided, cost per item or service, and total invoice amount.

8.2.4.

Payment shall be made within thirty-five (35) calendar days after the date of receipt of a detailed invoice and verification of the charges. At no time will cumulative payments to the Contractor exceed the percentage of project completion, as determined by the County.

8.2.5.

Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

8.2.6.

The Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from the County for undisputed services provided by the subcontractor. The Contractor shall pay interest of 1 1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

8.3. Independent Contractor

The Contractor is and shall remain an independent contractor throughout the term of this Agreement and nothing herein is intended to create, or shall be construed as creating, the relationship of partners between the parties or as constituting the Contractor as an employee of the County.

8.4. Successors, Subcontracting and Assignment

8.4.1.

The Contractor binds itself, its partners, successors, assigns and legal representatives to the County in respect to all covenants, contracts and obligations contained in this Agreement.

8.4.2.

The Contractor shall not enter into any subcontract for performance of any services under this Agreement nor assign or transfer any interest in this Agreement without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The Contractor shall be responsible for the performance of all subcontractors.

8.5. Compliance With Legal Requirements

8.5.1.

Unless otherwise provided in the scope, the Contractor, at its own expense, shall secure and pay for all permits, fees, charges, duties, licenses, certifications, inspections, and other requirements and approvals necessary for the execution and completion of the contract.

8.5.2.

The Contractor 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 Contractor 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, zoning standards, staff certification, 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 Contractor agrees to the following:

8.5.2.1.

During the term of this Agreement, the Contractor agrees to comply with all applicable state licensing standards, all applicable accrediting standards, and any other standards or criteria established by the County to assure quality service.

8.5.2.1.1.

The Contractor represents that it and its employees will remain qualified and licensed to provide services in accordance with the applicable provisions of Minnesota Rules, Minnesota Statutes, federally approved Minnesota state waiver plans, and this Agreement.

8.5.2.1.2.

The Contractor agrees to inform the County of the following related to it or its employees immediately upon:

8.5.2.1.2.1.

Any changes in licensure status and/or any reported warning to suspend or revoke licensure status.

8.5.2.1.2.2.

Any allegations and/or investigation by a government agency of fraud or criminal wrongdoing.

8.5.2.1.2.3.

Any federal exclusion of an individual or entity of this Agreement, or any conviction that could result in a federal exclusion.

8.5.2.2.

The Contractor agrees to maintain at all times during the term of this Agreement, a process whereby its current and prospective employees and volunteers who will have direct contact with persons served by the program or program services, will consent to a background study for evidence of maltreatment of adults or minors substantiated as required under Minnesota Statutes, Chapter 245A and Minnesota Statutes, sections 626.556 and 626.557.

8.5.2.3.

Failure to meet such standards may be cause for termination of this Agreement. Notwithstanding any other provision of this Agreement, such termination may be effective as of the date of such failure.

8.5.2.4.

Loss of any applicable state license by the Contractor shall be cause for termination of this Agreement. Notwithstanding any other provision of this Agreement, such termination shall be effective as of the date of such loss.

8.5.2.5.

If the County has reason to believe that the health, safety, or well-being of a person receiving services may be endangered by actions of the Contractor, its agent and/or employees, the County may require that the Contractor immediately terminate providing services to the person. The County may also remove the person from the care of the Contractor. These actions may be taken immediately and may continue for such a period as is reasonably necessary for the County to determine that the safety and well-being of the person or of other persons in

Contractor's care have been assured. If it is determined that the safety and well-being of the person will remain in jeopardy, the County may immediately terminate this Agreement.

8.5.3.

Prior to entering into a contract with Ramsey County, a domestic corporation must submit a Certificate of Good Standing issued by the Minnesota Secretary of State's office pursuant to Minn. Stat. §5.12, and a foreign corporation must submit a Certificate of Authority issued by the Minnesota Secretary of State's Office pursuant to Minn. Stat. §303.03. The contractor shall maintain a Certificate of Good Standing or a Certificate of Authority, as applicable, and shall submit the Certificate upon request by the County, throughout the term of the agreement and including amendments to renew as and if allowed by the contract.

8.6. Data Practices

8.6.1.

All data collected, created, received, maintained or disseminated for any purpose in the course of the Contractor's performance under this Agreement is subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

8.6.2.

The Contractor designates James Perron as its Responsible Designee, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.02 Subdivision 06, as the individual responsible for any set of data collected to be maintained by Contractor in the execution of this Agreement.

8.6.3.

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which County data is contained or which are used to access County data in the course of providing services under this Agreement. Access to County data shall be limited to those persons with a need to know for the provision of services by the Contractor. Except where client services or construction are provided, at the end of the Project all County data will be purged from the Contractor's computers and storage devices used for the Project and the Contractor shall give the County written verification that the data has been purged.

8.7. Security

8.7.1.

The Contractor is required to comply with all applicable Ramsey County Information Services Security Policies ("Policies"), as published and updated by Information Services Information Security. The Policies can be made available on request.

8.7.2.

Contractors shall report to Ramsey County any privacy or security incident regarding the information of which it becomes aware. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with System operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and

incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to the County not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the data used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as the County may reasonably request. The Contractor is responsible for notifying all affected individuals whose sensitive data may have been compromised as a result of the Security or Privacy incident.

8.7.3.

Contractors must ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

8.7.4.

The County retains the right to inspect and review the Contractor's operations for potential risks to County operations or data. The review may include a review of the physical site, technical vulnerabilities testing, and an inspection of documentation such as security test results, IT audits, and disaster recovery plans.

8.7.5.

All County data and intellectual property stored in the Contractor's system is the exclusive property of the County.

8.8. HIPAA Compliance

8.8.1.

The Contractor agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA, public law #104-191) and its amendments. The Contractor also agrees to comply with the HIPAA Privacy requirements, the HIPAA Standards for Electronic Transactions, the HIPAA Security requirements, the HIPAA Enforcement Rule, the HIPAA Breach Notification requirements, and any other applicable HIPAA laws, standards and requirements now or as they become law, including any future guidance issued by the Secretary of Health and Human Services.

8.8.2.

Because the Contractor's function or service, described in Section I, Scope of Services, will involve the disclosure of Protected Health Information (PHI) by the County, or the creation, use or disclosure of PHI by the Contractor on behalf of the County, the County (Covered Entity) is required to enter into a separate Business Associate Agreement (BAA) with the Contractor (Business Associate). The BAA ensures that the Contractor's performance under this contract (the Covered Agreement) complies with the privacy and security requirements under HIPAA and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH ACT). Consequently, the Contractor agrees to the terms and conditions of the BAA, attached hereto and incorporated herein by reference as Exhibit 1, and the parties further agree that the electronic approval of this contract also constitutes approval of the BAA.

8.9. Indemnification

The Contractor shall indemnify, hold harmless and defend the County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the County, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Contractor, or its subcontractors, and their officers, agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

8.10. Contractor's Insurance

8.10.1.

The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

8.10.2.

Throughout the term of this Agreement, the Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued to the County contracting department evidencing such coverage to the County throughout the term of this Agreement.

8.10.3.

Commercial general liability of no less than \$500,000 per claim, \$1,500,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations total limit, \$1,500,000 personal injury and advertising liability.

8.10.3.1.

All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent. Coverage shall include contractual liability and XCU. Contractor will be required to provide proof of completed operations coverage for 3 years after substantial completion.

8.10.3.2.

Ramsey County, its officials, employees, and agents, shall be added to the policy as additional insured on a primary basis with respect to operations of the Contractor, using ISO endorsement form CG 2026 or the equivalent.

8.10.4.

Professional liability of no less than \$1,000,000 per claim and \$3,000,000 aggregate limit.

8.10.4.1.

Certificate of Insurance must indicate if the policy is issued on a claims-made or occurrence basis. If coverage is carried on a claims-made basis, then 1) the retroactive date shall be noted on the Certificate and shall be prior to or the day of the inception of the contract; and 2) evidence of coverage shall be provided for three years beyond expiration of the contract.

8.10.4.2.

Ramsey County, its officials, employees, and agents, shall be added to the policy as additional insured; a separation of insureds endorsement shall be provided to the benefit of the County.

8.10.5.

Workers' Compensation as required by Minnesota Law. Employer's liability with limits of \$500,000/\$500,000/\$500,000.

8.10.6.

An umbrella or excess liability policy over primary liability insurance coverages is an acceptable method to provide the required commercial general liability and employer's liability insurance amounts.

8.10.7.

If the Contractor is driving on behalf of the County as part of the Contractor's services under the Agreement, a minimum of \$1,000,000 combined single limit auto liability, including hired, owned, and non-owned.

8.10.8.

These are minimum insurance requirements. It is the sole responsibility of the Contractor to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Copies of policies shall be submitted to the County upon written request.

8.10.9.

Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A-.

8.10.10.

The Contractor shall not commence work until it has obtained the required insurance and if required by this Agreement, provided an acceptable Certificate of Insurance to the County.

8.10.11.

Except as set forth in this section, either the Contractor or its insurer shall provide the County with prior notice of any lapse in the insurance required under this Agreement, including cancellation, non-renewal or material change in coverage. However, if Contractor is providing services to clients, customers, patients or inmates on behalf of the County, Contractor shall notify its insurer that the County is requiring third party notice of mid-term cancellation per Minnesota Statutes Section 60A.36, Sub 2a, and Contractor's certificate of insurance shall indicate that its insurer will provide such notice.

8.10.12.

Nothing in the Agreement shall constitute a waiver by the County of any statutory or common law immunities, defenses, limits, or exceptions on liability.

8.10.13.

A Crime and Fidelity Bond is required if the Contractor is handling money for the County or has fiduciary responsibilities. The required amount will be as set forth in the solicitation document.

8.11. Audit

Until the expiration of six years after the furnishing of services pursuant to this Agreement, the Contractor, upon request, shall make available to the County, the State Auditor, or the County's ultimate funding source, a copy of the Agreement, and the books, documents, records, and accounting procedures and practices of the Contractor relating to this Agreement.

8.12. Notices

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

County:

Kia Xiong, 160 East Kellogg Blvd., St. Paul, MN 55101

Contractor:

Sandy Quinn, 1550 Humboldt Ave., West St. Paul, MN 55118

8.13. Non-Conforming Services

The acceptance by the County of any non-conforming goods/services under the terms of this Agreement or the foregoing by the County of any of the rights or remedies arising under the terms of this Agreement shall not constitute a waiver of the County's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies of the County provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

8.14. Setoff

Notwithstanding any provision of this Agreement to the contrary, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Contractor. The County may withhold any payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

8.15. Conflict of Interest

The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be deemed a material breach of this Agreement.

8.16. Respectful Workplace and Violence Prevention

The Contractor shall make all reasonable efforts to ensure that the Contractor's employees, officers, agents, and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined by the Ramsey County Respectful Workplace and Violence Prevention Policy, is defined as words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority, where the impact is to cause pain, fear or injury.

8.17. Force Majeure

Neither party shall be liable for any loss or damage incurred by the other party as a result of events outside the control of the party ("Force Majeure Events") including, but not limited to: war, storms, flooding, fires, strikes, legal acts of public authorities, or acts of government in time of war or national emergency.

8.18. Unavailability of Funding - Termination

The purchase of goods and/or labor services or professional and client services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds by the Board of County Commissioners. The County may immediately terminate this Agreement if the funding for the purchase is no longer available or is not appropriated by the Board of County Commissioners. Upon receipt of the County's notice of termination of this Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to this Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the County.

8.19. Termination

8.19.1.

The County may immediately terminate this Agreement if any proceeding or other action is filed by or against the Contractor seeking reorganization, liquidation, dissolution, or insolvency of the Contractor under any law relating to bankruptcy, insolvency or relief of debtors. The Contractor shall notify the County upon the commencement of such proceedings or other action.

8.19.2.

If the Contractor violates any material terms or conditions of this Agreement the County may, without prejudice to any right or remedy, give the Contractor, and its surety, if any, seven (7) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within the seven (7) day cure period, this Agreement shall terminate upon expiration of the cure period.

8.19.3.

The County may terminate this Agreement without cause upon giving at least thirty (30) calendar days written notice thereof to the Contractor. In such event, the Contractor shall be entitled to receive compensation for services provided in compliance with the provisions of this Agreement, up to and including the effective date of termination.

8.20. Interpretation of Agreement; Venue

8.20.1.

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.

8.20.2.

The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

8.21. Warranty

The Contractor warrants that it has the legal right to provide the goods and services identified in this Agreement and further warrants that the goods and services provided shall be in compliance with the provisions of this Agreement.

8.22. Debarment and Suspension

When Ramsey County is using federal funds for a purchase of \$25,000 or over, the federal government prohibits the County from purchasing from a party that has been debarred or suspended under federal debarment laws, executive orders, and regulations. In addition, Ramsey County has enacted Ordinance 2013-330 Ramsey County Debarment Ordinance that prohibits the County from contracting with contractors who have been debarred or suspended by the State of Minnesota and/or Ramsey County.

9. Equal Employment Opportunity and Civil Rights

9.1.

The Contractor agrees that no person shall, on the grounds of race, color, religion, age, sex, sexual orientation, disability, marital status, public assistance status, criminal record (subject to the exceptions contained in Minn. Stat. §§299C.67 to 299C.71 and Minn. Stat. §144.057), creed, or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of any and all applicable federal and state laws against discrimination, including the Civil Rights Act of 1964. The Contractor will furnish all information and reports required by the County or by Executive Order No. 11246 as amended, and by the rules and regulations and orders of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

9.2.

The Contractor shall comply with any applicable licensing requirements of the Minnesota Department of Human Services in employment of personnel.

9.3.

The Contractor agrees that no qualified individual with a disability as defined by the Americans with Disabilities Act, 42 U.S.C. §§12101-12213 or qualified handicapped person, as defined by United States Department of Health and Human Services regulations, Title 45 Part 84.3 (j) and (k) which implements Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, under Executive Order No. 11914 (41FR17871, April 28, 1976) shall be:

9.3.1.

Denied access to or opportunity to participate in or receive benefits from any service offered by the Contractor under the terms and provisions of this Agreement; nor

9.3.2.

Subject to discrimination in employment under any program or activity related to the services provided by the Contractor.

9.4.

If it is discovered that the Contractor is not in compliance with applicable regulations as warranted, or if the Contractor engages in any discriminatory practices, as described above, then the County may cancel said Agreement as provided by the cancellation clause of this Agreement.

10. Third Party Beneficiary

10.1.

The County may notify the Contractor of a health plan or health plans which shall be considered third party beneficiaries of this Agreement with respect to the services to be provided by the Contractor pursuant to this Agreement.

10.2.

The Contractor shall provide services to the third party beneficiary health plans and their recipient clients to the same extent as this Agreement requires services to be provided to the County and its recipient clients.

10.3.

Payment for services provided by the Contractor to health plan recipient clients shall be the same as otherwise required by this Agreement.

10.4.

The County may terminate the designation of a health plan as a third party beneficiary of this Agreement by notifying the health plan and the Contractor in writing of the effective date of the health plan's termination.

10.5.

Except as provided in this section, this Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person or entity other than the Minnesota Department of Human Services will have any rights, interest, or claim hereunder or be entitled to any benefits under or on account of this Agreement, whether as a third party beneficiary or otherwise. Any approved subcontractors must agree to this provision. Minn. Stat. § 245.466, subd. 3; Minn. R. 9525.1870, subp. 2.

11. Lead County Contract

11.1.

Pursuant to Minn. Stat. § 256.0112, subd. 6, this Agreement may be accessed as a Lead County Contract by Other County Social Service Agencies operating under applicable law and rules of the Minnesota Department of Human Services.

11.2.

The County shall monitor the terms of this Agreement and shall make available, upon request of Other County Social Service Agencies copies of this Agreement.

11.3.

All Other County Social Service Agencies purchasing services from Contractor under this Agreement shall abide by the terms of this Agreement. Such Agencies shall be financially responsible for and liable to Contractor under the terms of this Agreement for those clients they refer to Contractor for services.

11.4.

Other County Social Service Agencies utilizing this Agreement as a Lead County Contract agree to be responsible for monitoring Contractor's services to their clients and further agree to hold Ramsey County harmless for Contractor's liability to their clients under this Agreement.

This provision does not affect the statutory requirement to seek county concurrence under Minnesota Statutes section 256B.092, subdivision 8a, when the services are to be purchased for a person with a developmental disability or under Minnesota Statutes section 245.4711, subdivision 3, when the service to be purchased are for an adult with serious and persistent mental illness.

12. Extension

The parties further understand and agree that this Agreement shall be automatically extended for an additional period up to 90 days from the end date of this Agreement in the event a new Agreement between the parties is desired, but not entered into, prior to the expiration date contained in this Agreement. The purpose of this extension is to ensure the existence of an uninterrupted Agreement in the event that a new Agreement is desired but is unable to be signed by the parties prior to the expiration date of this Agreement. In the event that this Agreement is extended pursuant to this clause, any change in fees contained in the subsequent Agreement may be made retroactive to the expiration date of this Agreement, by mutual agreement of the parties.

13. Diverse Workforce Inclusion

For information and assistance in increasing the participation of women and minorities, contractors are encouraged to access the web sites below:

1. <http://www.JobConnectmn.com/>
2. <http://www.ConstructionHiringConnection.com/>

Job Connect and the Construction Hiring Connection provide a recruiting source for employers and contractors to post job openings and source diverse candidates.

Ramsey County's Job Connect links job seekers, employers, and workforce professionals together through our website, networking events and community outreach. The network includes over 10,000 subscribed job seekers ranging from entry-level to highly skilled and experienced professionals across a broad spectrum of industries.

Employers participate in the network by posting open jobs, meeting with workforce professionals and attending hiring events. Over 200 Twin Cities community agencies, all working with job seekers, participate in the network.

Ramsey County's Construction Hiring Connection (CHC) is an online and in-person network dedicated to the construction industry. The Construction Hiring Connection connects contractors and job seekers with employment opportunities, community resources and skills training related to the construction industry. Construction Hiring Connection is a tool for contractors to help meet diversity hiring goals. Over 1000 construction workers, representing all trades, ranging from newly graduated to journey level, are subscribed to the Construction Hiring Connection.

Additional assistance is available through JobConnect@co.ramsey.mn.us or call 651-779-5652.

14. Alteration

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and signed by both parties.

15. Entire Agreement

The written Agreement, including all attachments, represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or contracts, either written or oral. No subsequent agreement between the County and the Contractor to waive or alter any of the provisions of this Agreement shall be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.

RATE SHEET

SERVICE	PROGRAM	RATE
Case Management	CADI, BI, DD WAIVER DD Locally funded	\$20.50 per 15 min. unit
Case Management	VA/DD TCM	\$258.95 per month
Case Management Aide	CADI, BI WAIVER	\$9.39 per 15 min. unit
Relocation Service Coordination	CADI, BI WAIVER	\$15.53 per 15 min. unit

Designated Roles and Responsibilities with Contracted Case Management

Le Sueur County (LSC) Public Health Case Manager (CM)	Lead Agency responsible for assessment	Thomas Allen Contracted Case Manager (CCM)
<p>Communicate all pertinent information and pending services at the time of the referral to the CCM:</p> <p>Universal transfer form: DHS 6037</p> <p>Attach the following:</p> <p>CSP/CSSP/CSP worksheet (6791A)</p> <p>CAC/BI physician documentation</p> <p>DHS-6791D</p> <p>DHS-2727</p> <p>Assessment report</p> <p>OBRA I</p> <p>Eligibility summary</p> <p>PCA provider report (if applicable)</p> <p>Planning summary</p> <p>DHS-3543 if needed</p> <p>DHS 2828A</p> <p>Guardianship documentation</p> <p>Current signed ROI</p>		<p>CCM to keep a hard file and if audits or further info is needed it can be requested.</p>
	<p>Complete MnCHOICES assessment</p> <p>Complete CSP in MnSP</p> <p>Complete and send CCM</p> <p>DHS-6791B</p> <p>DHS-2727</p> <p>Assessment report</p> <p>OBRA I</p> <p>Eligibility summary</p> <p>PCA provider report</p> <p>Planning summary</p> <p>DHS-3543 if needed</p> <p>DHS 2828</p>	<p>Make referral to Lead Agency responsible for MnCHOICES assessment via MICP (ex. annual reassessment, change in condition, relocation service coordination) within appropriate timeframe using DHS 6791E. Copy LSC CM and LSC CA to this notification. No need to notify LSC CM of change in condition assessment. Refer to MICP (MnCHOICES Interagency Contact Point) list, reassessment rollout checklist, reassessment rollout guidance document, reassessment roll out FAQs, via county link:</p> <p>http://www.dhs.state.mn.us/main/idcplg?IdcService=GET_DYNAMIC_CONVERSION&RevisionSelectionMethod=LatestReleased&dDocName=DHS-289284</p>

Designated Roles and Responsibilities with Contracted Case Management

Le Sueur County (LSC) Public Health Case Manager (CM)	Lead Agency responsible for assessment	Thomas Allen Contracted Case Manager (CCM)
<p>Enter SA upon receipt of email from CCM that CSSP is complete. Email CCM back when complete.</p>		<p>Complete at a minimum of 2 face to face visits/year; visit client during last month of SA, attend team meeting when possible. CM travel time is billable for the BI waiver.</p> <p>Obtain annual signatures: Thomas Allen ROI and Le Sueur County ROI</p> <p>Complete CSSP in MnSP: include 200 units CM for CCM at State max limit, 24 units of CM for LSC at State max limit, 12 units CA for LSC at State max limit, enter RMS worksheets, review, and approve rates and CSSP, obtains all signatures for DHS 6791D: CSSP Signature Sheet</p> <p>Send email to LSC CM and LSC CA that CSSP is complete in MnSP and SA can be entered.</p> <p>Complete LTSS Evaluations in MnSP at 6 month visit</p>
<p>Review waiver resource/change request and submit to LSC waiver supervisor (WMS admin). Once approved send to CCM.</p> <p>Upon email that CSSP has been entered and approved adjust SA and let CCM know that SA has been adjusted.</p>		<p>When requesting a service change, complete LSC waiver resource allocation/change request and submit to LSC.</p> <p>LSC guidelines: when over \$500/one time use and when there is an increase or decrease of \$100/day.</p> <p>Upon receipt of approval of waiver resource/change request from LSC CM enter in CSSP, approve, and send email with SA number to LSC CM and LSC CA to adjust SA.</p>

Designated Roles and Responsibilities with Contracted Case Management

Le Sueur County (LSC) Public Health Case Manager (CM)	Lead Agency responsible for assessment	Thomas Allen Contracted Case Manager (CCM)
		<p>Track waiver date spans & notify Lead Agency responsible for assessment no later than 20th day of 4th month before the person's SA end date.</p> <p>Monitor changes in financial eligibility (MA) & communicate this to the LSC CM and/or lead agency responsible for assessment.</p> <p>Ensure person has informed choice, make referrals, monitor & coordinate authorized services</p> <p>Utilize person centered principles in all aspects of case management services</p> <p>Monitor and ensure DHS policy compliance</p> <p>Collect, review and file provider reports</p>
Adjust SA as necessary. Leave SA header dates open for 30 days but close line items as of day of admission.		Notify LSC CM and LSC CA when there is an out of community placement (ex. hospitalization, nursing home, etc.) via email or phone call.
		Complete DHS 3936 – My Move Plan Summary if the person is interested in moving or is planning a move. Notify LSC CM and LSC CA of new address for the person.
<p>Communicate/collaborate with CCM for NOA 2828B</p> <p>Communicate and collaborate with CCM re: need for guardianship</p>		<p>Complete NOA 2828B and update LSC CM and LSC CA: communicate/collaborate with LSC CM</p> <p>Communicate and collaborate with LSC CM re: need for guardianship</p>

Designated Roles and Responsibilities with Contracted Case Management

Le Sueur County (LSC) Public Health Case Manager (CM)	Lead Agency responsible for assessment	Thomas Allen Contracted Case Manager (CCM)
	Financial Unit: communicate with CCM re: financial. Use DHS 5181 as needed.	Monitor and communicate to the county of residence financial unit (as they service the financial case for LSC CFR if the CFR and COR are different). Use DHS 5181 as needed.

12/5/17

Re: Letter of Intent for EBFHV Grant Due January 12, 2018

To whom this may concern,

Human Services of Faribault & Martin Counties intends to apply for an implementation expansion grant aimed at expanding their current Healthy Families America Program to include more staff capacity within the two counties, as well as expanding the program geographically to include neighboring counties interested in establishing HFA programs. Partnering with Human Services of Faribault & Martin Counties are the following counties: Brown, Nicollet, Le Sueur, Waseca and Watonwan, which makes up a geographical area in South Central Minnesota. Last year (2016) there was 1,723 births within our six-county area. At full capacity, we expect our target caseload to include 90 families.

Below is the contact information for the applicant and partners:

Human Services of Faribault & Martin Counties:

Chera Sevcik
Community Health Manager
115 W 1st Street
Fairmont, MN 56031
507-238-4757
chera.sevcik@fmchs.com

Brown County:

Karen Moritz
Brown County Public Health Director
1117 Center Street, New Ulm, MN 56073
507-233-6809
Karen.moritz@co.brown.mn

Nicollet County:

Mary Hildebrandt, PHN
Nicollet County Public Health Director
622 South Front Street
St. Peter, MN 56082
507-934-7220
mary.hildebrandt@co.nicollet.mn.us

Le Sueur County:

Cindy Shaughnessy, PHN
Le Sueur County Public Health Director
88 South Park Avenue
Le Center, MN 56057
507-357-8246
cshaughnessy@co.le-sueur.mn.us

Waseca County:

Sarah Berry, REHS
Waseca County Public Health Director
Le Sueur – Waseca Community Health Services Administrator
299 Johnson Ave NW, Ste. 160
Waseca, MN 56093
507-835-0656
sarah.berry@co.waseca.mn.us

Watsonwan County:

Julia Putz
Community Health Services Manager
715 2nd Avenue South
St. James, MN 56081
507-375-7863
Julia.putz@co.watonwan.mn.us

Sincerely,
Chera Sevcik