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# **Le Sueur County, MN**

**Tuesday, November 20, 2018**

**Board Meeting**

## **Item 3**

**9:10 a.m. Human Services (35 min)**

**Staff Contact:**

**Human Services Board Agenda  
November 20, 2018 @ 9:10 a.m.**

**100- INFORMATION/PRESENTATIONS:**

- 110 - County, City, Tribal, and State Health and Human Services Day
  - December 12<sup>th</sup> Proclamation
- 120 - Home and Community Based Waiver Audit Nov 7-9
  - Headline: Le Sueur County receives an "A-"
- 130 - Community Connections Project Update
- 140 - Child Support Performance Management - Performance Improvement Plan is now Closed!

**200- CHARTS/GRAPHS:**

- 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 - Aging Services for Communities 2019 Transportation Contract
- 320 - Brown County Evaluation Center 2019 Detox Contract
- 330 - TRIMIN SYSTEMS CMHS Supports Agreement
- 340 - MVAC Contract
- 350 - Commissioner's Warrants



## STATE of MINNESOTA

# Proclamation

WHEREAS: County, city, tribal, and state health and human services workers are dedicated to improving health, protecting the vulnerable, and providing outstanding public services to the people of Minnesota through their prevention efforts, administration of programs, and provision of services; and

WHEREAS: County, city, tribal, and state health and human services workers are responsible for the prudent expenditure of millions of dollars annually and must meet the highest standards of job performance in program and services delivery; and

WHEREAS: The duties performed by county, city, tribal, and state health and human services workers require that they demonstrate a variety of skills in order to provide services to clients, communities, and the general public; and

WHEREAS: The nature of federal and state legislation necessitates that county, city, tribal, and state health and human services workers continually expand their knowledge, skills, and expertise related to their professions and the needs of the communities they serve; and

WHEREAS: The State of Minnesota recognizes the valuable public services that county, city, tribal, and state health and human services workers perform each and every day for the health, prevention, and protection of Minnesotans.

NOW, THEREFORE, I, MARK DAYTON, Governor of Minnesota, do hereby proclaim Wednesday, December 12, 2018, as:

## COUNTY, CITY, TRIBAL, AND STATE HEALTH AND HUMAN SERVICES WORKER DAY

in the State of Minnesota.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Minnesota to be affixed at the State Capitol this 12<sup>th</sup> day of October.

  
GOVERNOR



\_\_\_\_\_  
SECRETARY OF STATE

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, 2019

**5. Term of Contract**

This agreement shall remain in effect until December 31, 2019 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  
Karen Hiscox, Executive Director/CFO

Date \_\_\_\_\_

Date 10-24-2018

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

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

Date \_\_\_\_\_

Date \_\_\_\_\_

**BROWN COUNTY EVALUATION CENTER, INC.**  
**DETOX DIVISION**

**COUNTY PURCHASE OF SERVICE AGREEMENT**

THIS AGREEMENT is between Brown County Evaluation Center, Inc., 510 North Front Street, New Ulm, Minnesota 56073, hereinafter referred to as the "Contractor" and LeSueur County Human Services, hereinafter referred to as the "Agency."

1. Term of Agreement

This Agreement shall commence January 1, 2019, and expire December 31, 2019.

2. Member County

To be a member county, LeSueur County, or any other county, will sign this agreement and agree to call Contractor first and use Contractor exclusively as bed space is available in the New Ulm detox facility for all detoxification and evaluation services needed.

3. Eligible Recipients

For the purposes of this Agreement, Eligible Recipients will be only those individuals who meet one or more of the following criteria:

- a. Patients who appear to be intoxicated; or
- b. Patients experiencing physical, mental, spiritual, emotional, or social problems due to withdrawal from alcohol or another drug; or
- c. Patients held under Minnesota Statutes, section 253B.07 Subdivision 6; or
- d. Patients who have been committed under Minnesota Statutes Chapter 253B and are in need of temporary placement; or
- e. Patients being held as Chemically Dependent under Minnesota Statutes, section 253B.05 Subdivision 1 and 2.

4. Services to be Provided

- a. The Contractor will provide detoxification and evaluation services to all LeSueur County Residents that are either self-referred, referred by LeSueur County Human Services, or by LeSueur Law Enforcement. Also, services will be provided to non-LeSueur County residents who are referred to the Contractor by LeSueur County Law Enforcement or LeSueur County Human Services.
- b. The Contractor will provide detoxification and evaluation services to LeSueur County referrals at the New Ulm, Minnesota detox facility.
- c. The Contractor will provide a transport vehicle and transport personnel. This service is contingent on availability of the Contractor's vehicle. This transportation service is from designated pickup points to the Contractor's Center.
- d. Contractor shall refer and transfer Eligible Recipients to New Ulm Medical Center, New Ulm, Minnesota for additional treatment as prescribed, needed, or indicated in or by an Eligible Recipient's acute medical or psychological condition, or when it appears there may be a

danger to an Eligible Recipient because of illness or complications. The responsibility of payment of any medical services if Eligible Recipient has no medical insurance, Medical Assistance, or any other means to pay will be negotiated between the Eligible Recipient and the medical service provider.

- e. Before discharge from the New Ulm detox facility, the Contractor will provide a mental health assessment by a mental health professional for any Eligible Recipient who is admitted with, or develops suicidal ideation while receiving detoxification services. Responsibility for payment of mental health assessment if Eligible Recipient has no medical insurance, Medical Assistance, or any other means to pay will be LeSueur County or referring county.

## 5. Payment for Services

- A. The Contractor shall provide a monthly billing to the Agency within 15 days after month's end. Following is a rate schedule for detoxification services, medical costs, and transportation services.

- 1. Detoxification Service Provided at the New Ulm, Minnesota Detox Facility is \$430 per patient per twenty-four-hour period beginning at time of admission. In cases that Brown County Evaluation Center, Inc. has a Provider of Service Agreement, such as Blue Cross and Health Partners, Brown County Evaluation Center, Inc. will follow insurance company's definition of billable days of service. This will take precedence over Brown County Evaluation Center, Inc. definition.

### 2. Transportation Services

- a. Contracted Counties – will receive no additional charge for transportation service. In the event a BCEC driver is not available to transport a detox patient, or the driver is unable to respond within one hour of initial notification, BCEC will reimburse a contracted county, or law enforcement agency of a contracted county, for the services of their driver. BCEC will reimburse counties/city a maximum of \$1.41 per mile after receiving a billing statement from the county/city. Billing statement must contain patient's name and date of transport. If BCEC has already started drivers, BCEC will not reimburse the law enforcement transport.
- b. In the case of a County Agency-referred patient unable to provide him/herself with transportation back to place of residence or to an agreed upon treatment facility, the Agency will be responsible to pay the cost of transportation. Charges will be \$0.64 per mile plus the IRS allowable rate which is currently \$0.535 per mile round trip. (example: currently \$1.175)
- c. The contractor will bill the Agency for transportation cost incurred when transportation services are requested and later cancelled. This is not applicable when client has been later transferred by law enforcement.

### 3. Medical Costs

- a. LeSueur County – no charge for Condition Specific Protocol (standing orders) medications.
- b. The Agency agrees to pay for services, mental health assessments, materials, or medical supplies that occur above and beyond the usual and customary in provision of detoxification treatment. This includes, but is not limited to, services, supplies, or medications that are medically necessary for an extremely ill or suicidal patient. Costs incurred by Contractor to obtain medically or legally required medical services will be billed to the Agency.

## B. Billing

- a. Insured Eligible Recipient: Contractor shall bill recipient's insurance directly for the per diem cost and retain any amounts collected from recipient's insurance as payment for services. A service fee of 12% of the total per diem cost shall be billed directly to the Agency for any recipient requiring insurance processing. Contractor shall submit any amounts not covered by any insurance provider agreement, including recipient co-pays and deductibles, to the Agency within 30 days of receiving the Explanation of Benefits from recipient's insurance provider or Letter of Non-Payment from Contractor. The Agency understands that the per diem cost represents one hundred percent (100%) of the detoxification services cost and the Agency may seek recapture of monies expended on behalf of Eligible Recipients and keep all monies collected from Eligible Recipients. The Contractor will attempt to provide the Agency with all information needed to recapture fees from Eligible Recipients.
  - i. For purposes of this provision, an "Insured Recipient" is a patient who provides proof of current and payable health insurance to Contractor at the time of admission or any time within 4 calendar days from the date of discharge from the facility.
  - ii. Any recipient who has not provided Contractor with proof of current health insurance within 14 calendar days from the date of discharge will be considered an "Uninsured Recipient" and Agency shall be billed the per diem cost as outlined below.
- b. Uninsured Patients: Contractor shall bill Agency the full amount of the per diem rate. The Agency will receive a discount of \$88 per recipient for all amounts paid within 30 days of receipt of the bill. The Agency understand that the per diem cost represents one hundred percent (100%) of the detoxification services cost and the Agency may seek recapture of the per diem rate from Eligible Recipients and keep all monies collected from Eligible Recipients. The Contractor will attempt to provide the Agency with all information needed to recapture the per diem rate from Eligible Recipients.
- c. All payments made for service under this Agreement shall be subject to audit of recipient eligibility, units of service provided, and revenue received by the Contractor for the detoxification services.

## C. Processing Fee

- a. A \$150 processing fee will be assessed to patients whose stay is 24 hours or less. This will be billed to the patient directly. This will not be billed to the "agency" or insurance companies.

## 6. Agency Access

The Agency or any authorized representative has the right to conduct periodic on-site visits to determine compliance with this Agreement and to evaluate the quality of service provided under this Agreement.

## 7. Bonding, Indemnity, and Insurance

- A. Bonding. The Contractor shall retain at all times during the terms of this Agreement, a Faithful Performance Blanket position Bond for the amount of \$100,000 covering the activities of its personnel authorized to receive or distribute moneys.



B. Indemnity.

1. The Contractor agrees that it will indemnify and hold harmless the Agency and its officers and employees against any and all liability, loss, damages, costs, and expenses which result from or are caused by any act or omission of the Contractor, its officers, agents, contractors, or employees in the performance of services provided by this Agreement. The Agency agrees that they will indemnify, hold harmless, and defend the loss, damages, costs, and expenses which the Contractor may hereby sustain, incur, or be required to pay to the extent said liability, loss, damages, costs, and expenses which result from or are caused by any act or omission of the Agency its officers, agents, contractors, or employees in the performance of services provided by this Agreement.
2. In the event that any action, suit, or proceeding is brought against the Agency upon any matter herein indemnified against, the Agency shall as soon as practicable cause notice in writing thereof to be given to the Contractor by mail addressed to its post office address.

- C. Insurance. The Contractor does further agree that in order to protect itself as well as the Agency under the Indemnity provision hereinabove set forth, it will at all times during the term of this Agreement keep in force a liability insurance policy with the following minimum amounts: \$2,000,000 for property damage sustained by any one person; and \$2,000,000 for total injuries and/or damages arising from any one incidence or occurrence. The Contractor shall also at all times during the term of this Agreement keep in force professional liability insurance with the following amounts: \$2,000,000 each claim/\$3,000,000 aggregate.

8. Confidentiality

The use of disclosure by any party of information concerning an Eligible Recipient in violation of any rule of confidentiality provided for in state laws, federal laws, or HIPAA regulations, or for any purpose not directly connected with the Agency's Contractor's responsibility with respect to the detox services, hereunder is prohibited except on written consent of such Eligible Recipient, the Eligible Recipient's attorney, or Eligible Recipient's responsible parent or guardian.

Member Counties and Non-Member Counties acknowledges that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information received from the Brown County Evaluation Center identifying or otherwise relating to the patients in the Program ("protected information"), it is fully bound by the provisions of the Federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR, Part 2; and the Health Insurance Portability and Accountability Act (HIPPA), 45 CFR, Parts 142, 160, 162 and 164, and may not use or disclose the information except as permitted or required by this Agreement or by law.

9. Assignment

The services to be performed by the Contractor shall not be assigned, subcontracted, sublet, or transferred without the prior written approval of the Agency.

10. Title IV Compliance

For Federal Civil Rights Compliance for Title IV, the Contractor realizes we have a legal obligation to provide language assistance services to all applicants and patients with Limited English Proficiency free of charge and in a timely manner during all hours of operation.

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


IN WITNESS WHEREOF, THE Agency and the Contractor have executed this Agreement as of the day and year first above written.

APPROVED AS TO FORM:

By: \_\_\_\_\_  
LeSueur County Attorney

By: \_\_\_\_\_  
Director, LeSueur County Human Services

By: \_\_\_\_\_  
Chairperson, LeSueur County Board of  
Commissioners

By:  \_\_\_\_\_  
Business Manager, Brown County Evaluation Center

## CMHS Services Agreement for 2019

### AGREEMENT TO PROVIDE PROFESSIONAL SERVICES BETWEEN

\_\_\_\_\_  
(County)  
and  
TRIMIN SYSTEMS, INC.

This Agreement made by and between \_\_\_\_\_,  
hereinafter referred to as the "County" and TriMin Systems Inc., 2277 Highway 36 West, Suite 250, St. Paul, Minnesota,  
hereinafter referred to as "TriMin". Where the Agreement refers to "User Group", it is understood to  
mean all counties who are parties to this Agreement.

#### WITNESSETH

WHEREAS, the County wishes to retain professional services to obtain computer programming and technical assistance for the maintenance and support of computer systems now in use by the County and a number of other counties; and

WHEREAS, the County has undertaken to retain professional services as described above as a member of a group of Minnesota county welfare and human services agencies and other entities, sometimes known as Computer Management for Human Services (CMHS); and

WHEREAS, TriMin has and will be expected to render support services hereunder.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and for other good and valuable consideration, the parties agree as follows:

#### I. Systems to be supported.

TriMin agrees to provide computer programming, technical assistance, and related services to support and maintain the systems and systems components including, but not limited to:

- A. Agency Collection System (ACS)
- B. Social Welfare System (SWS)

## II. Support Definition.

- A. Support: TriMin will provide application support for County via telephone, email and CMHS meetings as requested, not to exceed 4 times per year. Support includes the following aspects:
1. Consultation and problem assistance
  2. New staff orientation/overview training (remotely)
  3. Bug Fixes
  4. Mandated Modifications, per II-C below
  5. Invoicing of charges to the County
- B. Special Projects: "Special Projects" are those projects which the User Group may authorize from time to time above the fixed annual amount for Support. A Special Project shall be initiated upon receipt of written notification from the CMHS Executive Board.
- C. Mandated Systems Modifications: "Mandated Systems Modifications" are those systems modifications necessitated by mandates or service program changes imposed by federal or state laws, rules, or regulations. TriMin agrees that Mandated Systems Modifications shall be undertaken without delay and with the understanding that, with respect to completion of the modifications, time is of the essence. Mandated Systems Modifications shall take precedence over any other project or maintenance service being performed pursuant to this Agreement.
- Mandated Systems Modifications services shall be included in the scope of this support agreement, provided that the estimated hours for any particular mandated modification is less than or equal to 40 hours of effort.
- In the event that a Mandated Systems Modification effort is deemed to be greater than 40 hours the Mandated Systems Modifications services shall be approved by the CMHS Executive Board and funded by Counties participating in the Annual Support for a given application (i.e. ACS or SWS).
- Mandated Systems Modifications shall be subject to the cost allocation billing rates and special conditions set forth in this Section and in Sections III. and IV. below.
- Mandated Systems Modifications shall be initiated upon receipt of authorization from the CMHS Executive Board.
- D. Direct Support: "Direct Support" is that assistance provided to the County or to a group of counties at its/their request and is not Shared Support. Direct Support includes, but is not limited to, start-up services for the County, special seminars or training or modifications for a county or counties not requested by the User Group as a whole.

## III. Allocation of Charges and Costs

- A. Charges and costs for Support, Special Projects, and Mandated Systems Modifications, as defined in Section II-A, B, and C above, shall be billed to the County.
- B. Charges and costs for Direct Support, as defined in Section II-D, above, shall be chargeable to the County requesting such services, and TriMin shall bill the County for Direct Support. Direct support charges and costs shall be itemized according to type of services.

IV. Billings of Charges and Costs for Counties that submit signed agreement by December 14, 2018

- A. TriMin shall bill the County the charges and costs for Support services, as defined in Section II, above, at a flat rate as set forth below, and per the system(s) used and selected below by the county (per "x" in square(s) below):

☐ **Annual Support for ACS, paid as one-time charge (one billing): \$1,200**

☐ **Annual Support for SWS, paid as one-time charge (one billing): \$1,200**

- B. TriMin shall bill the County the charges and costs for Special Projects as defined in Section II-B, above, at the hourly rates, set forth in Section IV-D, below. Such billing shall identify the system being supported.
- C. Invoices pursuant to Section IV-A and IV-B above, shall be billed no more than 30 days in advance to the County, annually for charges in section IV-A above, and on a quarterly basis for charges related to Section IV-B (if any), and shall be paid by the county within forty-five (45) days of the date of the invoice.
- D. The hourly rates charged by TriMin during the duration of this Agreement shall be the following:
- \$165 per hour
- E. Non-payment and remedies of TriMin: In the event that the County does not pay TriMin, within forty-five (45) days of the date of the invoice, the amount due pursuant to the Annual invoice, TriMin shall have the option to terminate its obligation to render further services to the County upon fourteen (14) days written notice thereof.

V. Allowance for Cost of Additional Services

Special Projects and Mandated Systems Modifications, as defined in Sections II-B and II-C, above, may only be billed to County if approved by CMHS Executive Board prior to commencement of services being performed on County's behalf. The actual expenditure of this allowance is only authorized as defined in Sections II-B and II-C above.

VI. Warranties of the Parties

- A. TriMin represents and warrants as follows:

1. TriMin represents and warrants that any modifications, enhancements, or related products furnished pursuant to Section I above are designed to and will meet the functional and performance specifications and standards to be agreed upon by the parties.
2. TriMin represents and warrants that the modifications or enhancements and related products are, or shall be when completed and delivered hereunder, original work products of TriMin and that neither the modifications, enhancements, and related products nor any of their elements nor the use thereof shall violate or infringe upon any patent, copyrights, or trade secret.

- B. The County represents and warrants as follows:

1. The County represents, warrants, and covenants that it will provide the cooperation and assistance of its personnel, as reasonably required, and as would be necessary for the completion of TriMin's services hereunder, to the extent that the services are being rendered for the County and for the County activity or system involved.
2. The County represents and warrants that it will make prompt and full disclosure to TriMin of any information regarding the government requirements and regulations related to the government program and that the system services.



## VII. Other Conditions

- A. Entire Agreement; Requirement of a Writing: Except where negotiations are otherwise authorized in the 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 Agreement presently in effect between the parties relating to the subject matter hereof.

Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the authorized representatives of the parties.

- B. Non-Assignment: TriMin shall not assign any interest in the Agreement without the prior written consent of the County thereto, provided, however, that claims for money due or to become due to TriMin from the County under this Agreement may be assigned to a bank, trust company, or other financial institutions without such approval.
- C. Conflicts of Interest. TriMin covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance under this Agreement. TriMin further covenants that in the performance of this Agreement, no persons having any such conflicting interest shall be employed.
- D. Subcontracting. None of the work or services covered by this Agreement, and properly authorized by the User Group, shall be subcontracted without prior written approval of the CMHS Executive Board.

Said written consent shall not be unreasonably withheld in the event that TriMin shall reasonably request the authority to delegate or subcontract or consult regarding services to be provided hereunder and shall do so in writing except in the event of emergency, and shall request such authority only as to qualified personnel or entities, all of which shall be without any release of the responsibility of TriMin hereunder to the County for the services provided.

- E. Expenses Incurred: No Payment shall be made under this Agreement for any expenses incurred in a manner contrary to any provision contained herein or in a manner inconsistent with any federal, state, or local law, rule, or regulations.
- F. Independent Contractor: For the purpose of this Agreement, TriMin shall be deemed an independent contractor, and not an employee of the County or the User Group. Any and all employees, members, or associates of TriMin or other persons, while engaged in the work or services required to be performed by TriMin under this Agreement, shall not be considered employees of the County or the User Group; and any and all claims that may or might arise on behalf of said employees or other persons as a consequence of any act or omission on the part of said employees or TriMin, shall in no way be the obligation or responsibility of the County or the User Group.
- G. Liability: In recognition of the fact that the software covered by this agreement is not owned by TriMin, and that TriMin has no control of the use of the software by the County, TriMin's liability in performance of this Agreement shall be satisfied by its maintaining in full force and effect professional liability insurance as set forth in Section VII-I-4, below. In no event shall TriMin be liable for any consequential, indirect, special, punitive or incidental damages, whether foreseeable or unforeseeable. The limitations of damages does not apply to indemnification claims or data practice violations.
- H. Disclaimer of Warranties: Except as expressly provided in this Agreement, there are no warranties, express or implied, including but not limited to implied warranties of merchantability or fitness for a particular purpose.
- I. Indemnification: Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be the party, its agents, servants or employees, in the execution or performance or failure to adequately perform its obligations pursuant to this Agreement.

- J. Insurance: TriMin, for the benefit of itself, the County, and the User Group, at all times during the term of this Agreement, shall maintain and keep in full force and effect the following.
1. A single limit, combined limit, or excess umbrella automobile liability insurance policy, if applicable, covering agency-owned, non-owned and hired vehicles used regularly in provision of services under this Agreement, in an amount of not less than one million dollars (\$1,000,000) per accident for combined single limit.
  2. A single limit or combined limit or excess umbrella general liability insurance policy of an amount of not less than two million dollars (\$2,000,000) for property damage arising from one (1) occurrences, two million dollars (\$2,000,000) for total bodily injury including death and/or damages arising from one (1) occurrence, and two million dollars (\$2,000,000) for total personal injury and/or damages arising from one (1) occurrence. Such policy shall also include contractual liability coverage.
  3. Statutory Workers' Compensation Insurance
  4. Professional liability (errors and omissions) insurance in an amount of not less than one million five hundred thousand and no/100<sup>th</sup> dollars (\$1,500,000.00).
  5. TriMin will provide the CMHS Chairperson with certificates of insurance as requested and provide that the insurance carrier will notify the CMHS Chairperson in writing at least thirty (30) days prior to any reduction, cancellation, or material alteration in TriMin's insurance coverage.
- K. Local Alterations: For each of the systems supported under this contract, the maintained by TriMin shall be designated the "Base System". The parties to Agreement agree to accept the base system and modifications to the base system as approved by the CMHS Executive Board. TriMin shall not be liable for claims arising from local alterations. The term "Local Alterations" shall include, but not be limited to, any software modification, and any modification to system operations contrary to those specified in the system documentation.
- L. Data Practices: All data collected, created, received, maintained, disseminated or used for any purposes in the course of TriMin's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13, and any other applicable state statutes and rules adopted to implement the Act as well as other state and federal laws on data privacy. TriMin agrees to abide by these statutes, rules and regulations currently in effect and as they may be amended. TriMin designates Joe McNiff, as its "responsible authority" pursuant to the Minnesota Government Data Practices Act for purposes of this Agreement, the individual responsible for the collection, reception, maintenance, dissemination, and use of any data on individuals and other government data including summary data.
- M. Force Majeure: TriMin shall not be held responsible for delay or failure to perform when such delay or failure is due to any of the following uncontrollable circumstances: fire, flood, epidemic, strikes, wars, acts of God, unusually severe weather, acts of public authorities, or delays or defaults caused by public carriers.
- N. Severability: The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or other phrase of this Agreement is, for any reason, held to be contrary to the law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining provisions of this Agreement.
- O. Governing Laws: The laws of the State of Minnesota shall govern as to the interpretation, validity, and effect of this Agreement.
- P. Non-Discrimination: In carrying out the terms of this Agreement, TriMin shall not discriminate against any employee, applicant for employment, or other person, supplier, or contractor, because of race, color, religion, sex, sexual orientation, marital status, national origin, disability, or public assistance.
- Q. Applicability of Uniform Commercial Code: Except to the extent the provisions of this Agreement are clearly inconsistent therewith, this Agreement shall be governed by the applicable provisions of the Uniform Commercial Code. To the extent this Agreement entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the Uniform Commercial Code, except when deeming such services as "goods" would result in a clearly unreasonable interpretation.

- R. Whereas Clauses: The matters set forth in the "Whereas" clauses on page (1) hereof are incorporated into and made a part of this Agreement.
- S. Paragraph Headings: The paragraph and subparagraph headings used in this Agreement are for reference purposes only and shall not be deemed to be a part of this Agreement.
- T. Pursuant to Minn. Stat. §16C.05, Subd.5, the Contractor agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this Agreement. Contractor agrees to maintain these records for a period of six years from the date of termination of this Agreement.
- U. Liability of the County shall be governed by the provisions of Minnesota Statutes, Chapter 466 (Tort Liability, Political Subdivisions) and other applicable law. This Agreement shall not constitute a waiver by the County of limitations on liability provided by Minnesota Statutes, Chapter 466 or other applicable laws.

V. Duration

The duration of this Agreement shall be January 1, 2019, to December 31, 2019, inclusive.

W. Cancellation

This Agreement is binding for the duration of the agreement (1 year) and may not be canceled by the County or by TriMin within the contract period.

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

**Accepted and Agreed for:**

**County:** \_\_\_\_\_

Signed By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Accepted and Agreed for:**

**TriMin Systems, Inc.**

Signed By: \_\_\_\_\_

Name: Joe McNiff

Title: Vice President

Date: \_\_\_\_\_

MASTER CONTRACT AGREEMENT #: CY & SFY 2019 LeSueur County	CFDA #: 93.558 MFIP
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## AGREEMENT

This Agreement is made and entered into by and between LeSueur County Human Services, hereinafter referred to as the "COUNTY", and

**Minnesota Valley Action Council, Inc.**  
**706 N. Victory Drive**  
**Mankato, MN 56001**

Social Security or Federal Identification Number: **JX41-6050353**  
Minnesota State Tax Identification Number: **9465358**

hereinafter referred to as the "PROVIDER".

## WITNESSETH

WHEREAS, this Agreement is issued in anticipation of receipt of funds from the Minnesota Department of Human Services (DHS) for the purpose of providing services authorized under the:

Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Public Law 104-193, Welfare Reform Bill signed April 30, 1997 (TANF/MFIP), and

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

WHEREAS, the COUNTY is desirous of entering into an Agreement with the PROVIDER for the provision of said services, and

WHEREAS, the release of funding under this Agreement to the PROVIDER is subject to actual receipt of appropriated funds from aforementioned sources that supports the provision of employment services for individuals receiving public assistance. Funds shall be released by the COUNTY to the PROVIDER through the Notice of Funds Available (NFA) contracting method described within, and

WHEREAS, the PROVIDER is familiar with the local Consolidated Plan (biennial service agreement) and DHS Bulletins applicable to the implementation of employment services required under this Agreement and has represented to the COUNTY that it is qualified to effectively deliver said services.

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

- I. Program: The foregoing recitals are made a part of this Agreement by reference. The PROVIDER shall implement the Conditions hereto attached as Exhibit A, and incorporated by reference as a part of this Agreement.
- II. Duties and Payment: No costs are eligible for reimbursement under this Agreement without a valid issued Notice of Funds Available (NFA) signed by the COUNTY and the PROVIDER.

The PROVIDER shall perform all the services described in Exhibit A and shall be reimbursed by the COUNTY for expenses up to, but not to exceed, the amount certified on the NFA.

Funds available under the Agreement are available for the period(s) indicated on the Notice of Funds Available (NFA) by program, which may be for a shorter period than indicated in the Term of Agreement below.

If any additional conditions are required based on funding sources, the appropriate conditions shall be attached to or be a part of the relevant Notice of Funds Available (NFA). Additional conditions may be work plans and budgets for new or modified activity under the Agreement. The additional conditions become part of this Agreement.

The COUNTY shall make reimbursement to the PROVIDER for program expenditures upon receipt of a monthly itemized invoice specifying the costs incurred during the previous month. Such monthly invoices shall be due and payable at intervals specified on the invoice, except that the COUNTY shall not reimburse for any costs incurred which are not in accordance with the provisions of the NFA, Exhibit A and all applicable federal, State and COUNTY regulations and policies. Payment shall adhere to the payment schedule specified in the NFA. MFIP is on a cash basis; reporting only expenditures actually paid during the quarter per DHS Bulletin 14-32-09. It is understood and agreed that in the event funding to the COUNTY is not continued at a level sufficient to allow for provision of services identified in this Agreement, the obligations of each party shall be canceled. Any cancellation of this Agreement shall be without prejudice to any obligations or liabilities of the parties already accrued prior to such cancellation.

- III. Term of Agreement: This Agreement shall be effective on **January 1, 2019**, and shall remain in effect until **December 31, 2019**, or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
- IV. Termination: If, at any time, funds in support of this Agreement become unavailable, this Agreement shall be terminated immediately upon written notice of such fact by the COUNTY to the PROVIDER. In the event of such termination, the PROVIDER shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
  - a. Termination without Cause: Either party to this Agreement may terminate this agreement without cause. The party will give a 30-calendar day advance notice, in writing, of the effective date of the termination. The PROVIDER shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of the termination, in accordance with and subject to the provisions of this Agreement.



- b. Termination for Cause: The COUNTY shall terminate the Agreement when it is determined the PROVIDER has failed to provide any of the services specified or has failed to comply with any of the provisions contained in this Agreement. If the PROVIDER fails to perform in whole or in part under this Agreement, or fails to make sufficient progress so as to endanger performance, the COUNTY will notify the PROVIDER of such unsatisfactory performance in writing. The PROVIDER will have ten (10) working days in which to respond with a plan to correct the deficiencies agreeable to the COUNTY. If the PROVIDER does not respond to the COUNTY with an appropriate corrective action plan, the COUNTY will notify the PROVIDER of immediate termination of the Agreement. In the event of such termination, the COUNTY shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of the Agreement.

V. Disputes:

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

VI. Grievance Procedure: The PROVIDER will follow the grievance procedure established by the COUNTY and the MN Department of Human Services to resolve issues between the PROVIDER and program participants.

VII. Records and Reports:

- a. The PROVIDER will maintain records, books, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs and activities of any nature supported by funds under this Agreement. Such records, including participant information, shall be maintained for seven years after the submission of the final report by the PROVIDER, or the COUNTY makes the final payment, whichever is later, for audit purposes. Such records will be considered the property of the COUNTY.
- b. The PROVIDER agrees that authorized representatives of the COUNTY, State and federal agencies will, during regular business hours and as often as such authorized representatives deem necessary, have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, records, which are pertinent and involve transactions relating to this Agreement.

- c. The PROVIDER further agrees to submit in a timely fashion all program reports and corrective actions as may be required by program regulations and COUNTY policies or as a result of monitoring activities.
- d. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the seven-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular seven-year period, whichever is later.

VIII. Liability:

- a. Bonding: The PROVIDER shall obtain and maintain, at all times during the term of this Agreement, a fidelity bond in an amount not less than \$100,000, covering the activities of all persons authorized to receive or distribute monies.
- b. Indemnity: The PROVIDER agrees to defend, indemnify and hold the COUNTY, its officers and employees harmless from any liability, claims, damages, costs, judgments or expenses, including attorney's fees, resulting directly or indirectly from an act or omission of the PROVIDER, its agents, employees or contractors in the performance of the services provided by this Agreement and against all loss by reason of the failure of the PROVIDER to perform, in any respect, all obligations under this Agreement.
- c. Insurance: The PROVIDER further agrees that it will at all times during the term of this Agreement, have and keep in force:
  - 1. A single limit or combined limit or excess umbrella general liability insurance policy of an amount not less than \$1,500,000 for total bodily injuries, death, personal injuries or property damage arising from one occurrence with an annual aggregate limit of not less than \$1,500,000. Such policy shall also include contractual liability coverage protecting the COUNTY, its officers, agents and employees by specific endorsement acknowledging the Agreement between the PROVIDER and the COUNTY.
  - 2. A single limit or combined limit or excess umbrella automobile liability insurance policy, if applicable, in an amount not less than \$1,500,000 per accident for property damage, \$1,500,000 for bodily injury and/or damages to any one person, and \$1,500,000 for total bodily injuries and/or damages arising from any one accident.
  - 3. Any policy obtained and maintained under this clause shall provide that it shall not be canceled, materially changed, or not renewed without thirty (30) days' prior notice thereof to the COUNTY.
- d. The PROVIDER will furnish the COUNTY certificates of bonding and insurance.
- e. The COUNTY may withhold payment for failure of the PROVIDER to furnish certificates of bonding and insurance as required.
- f. In the event that claims or lawsuits shall arise jointly against the PROVIDER and the COUNTY, and the COUNTY elects to present its own defense using its own counsel, in addition to or as opposed to legal representation available by the insurance carrier providing general liability coverage in c.1. and/or automobile liability in c.2. above, then such legal expense shall be borne by the COUNTY.

IX. Independent Contractor: It is agreed by both parties that at all times and for all purposes within the scope of this Agreement the relationship of the PROVIDER to the COUNTY is that of an independent contractor.

X. Special Administrative Provisions: The PROVIDER agrees to administer the program in accordance with authorizing legislation, as amended, and the regulations and guidelines promulgated there under. The PROVIDER also agrees to comply with other applicable Federal and State laws. In the event that these laws, regulations or policies are amended at any time during the term of this Agreement, the PROVIDER shall comply with such amended laws, regulations or guidelines.

- a. Audits: The PROVIDER agrees to have an annual audit in accordance with the Office of Management and Budget (OMB) 2 CFR Chapter I and II, Part 200, et al Uniform Guidance: Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as it applies to the PROVIDER. The COUNTY agrees to submit to the PROVIDER, prior to the audit activity, a report that specifies the amount of federal and state funds, which comprise the total payments, made to the PROVIDER.

A copy of the audit shall be provided to the COUNTY upon its completion, but in no event later than nine months after the end of the PROVIDER'S fiscal year.

- b. Program Standards: The PROVIDER agrees to comply with the Office of Management and Budget (OMB) 2 CFR Chapter I and II, Part 200, et al. Uniform Guidance: Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as these circulars relates to its particular agency in the utilization of funds, the operation of programs and the maintenance of records, books, accounts and other documents under the authorizing legislation, as amended.

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

- c. Non-Discrimination Statement: The PROVIDER assures it will comply fully with the non-discrimination and equal opportunity provisions of the following laws prohibiting discrimination, including but not limited to:
  - i. Title VI of the Civil Rights Act of 1964, 42 USC §2000d et seq., as amended, and all requirements imposed by or pursuant to the regulation at 7 CFR Part 15, Subpart A and Subpart C. In accordance with Title VI and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Contractor/Vendor receives Federal financial assistance.
  - ii. Section 504 of the Rehabilitation Act of 1973, 29 USC § 794, as amended, and all requirements imposed by or pursuant to the regulation at 7 CFR Part 15b. In accordance with Section 504 of that Act and the Regulation, no otherwise qualified individual with a disability in the United States shall, solely by reason of her/his disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Contractor/Vendor receives Federal financial assistance.

- iii. Title IX of the Education Amendments of 1972, 20 USC § 1681 et seq., as amended, and all requirements imposed by or pursuant to the regulation at 7 CFR Part 15a. In accordance with Title IX of that Act and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Contractor/Vendor receives Federal financial assistance.
- iv. Age Discrimination Act of 1975, 42 USC §§ 6101-6107, as amended and all requirements imposed by or pursuant to the regulation at 45 CFR Part 91. In accordance with the Age Discrimination Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Contractor/Vendor receives Federal financial assistance.
- v. The Americans with Disabilities Act of 1990 (42 USC 12101), as amended, which prohibits discrimination on the basis of physical, sensory, or mental disability or impairment and the ADA Amendments Act of 2008.
- vi. Current version of USDA's FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities, Food and Nutrition Service, issued November 8, 2005. The purpose of Instruction 113-1 is to establish and convey policy and provide guidance and direction to the USDA Food and Nutrition Service (FNS) and its recipients and customers and ensure compliance with and enforcement of the prohibition against discrimination in all FNS nutrition programs and activities, whether federally funded in whole or not. FNS Instruction 113-1 incorporates the above Federal legal authorities.
- vii. Minnesota Human Rights Act found at Minnesota Statutes, Chapter 363A, specifically § 363A.11, Public Accommodations and § 363A.12, Public Services. In Minnesota, it is an unfair discriminatory practice to deny any person the full and equal enjoyment of the goods, services, facilities, privileges, advantages, and accommodations of a place of public accommodation because of race, color, creed, religion, disability, national origin, marital status, sexual orientation, or sex. Additionally, it is an unfair discriminatory practice to discriminate against any person in the access to, admission to, full utilization of or benefit from any public service because of race, color, creed, religion, national origin, disability, sex, sexual orientation, or status with regard to public assistance.

XI. Voter Registration: The PROVIDER shall provide non-partisan voter registration services and assistance using forms provided by the Secretary of State, to employees of the PROVIDER, program participants and the public as required by Minnesota Statutes, Section 201.162.

XII. Assignment: The PROVIDER shall neither assign nor transfer any rights or obligations under this Agreement without prior written consent of the COUNTY. The provisions of this Agreement applicable to the PROVIDER shall also be applicable to subgrants made by the PROVIDER from funds obtained under this Agreement.

XIII. Modifications: Any modifications to this Agreement shall be in writing and shall be executed by the same parties who executed the original Agreement, or their successors in office.

XIV. Debarment and Suspension Certification: The PROVIDER agrees to follow the President's Executive Order 12549 and the implementing regulation "Nonprocurement Debarment and Suspension; Notice and Final Rule and Interim Final Rule," found in 53 FR 19189, May 26, 1988,

as amended at 60 FR 33041, June 26, 1995, including Appendix B, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions"; unless excluded by law or regulation.

- XV. Lobbying Certification and Disclosure: (If applicable) The PROVIDER shall comply with Interim Final Rule, New Restrictions on Lobbying, found in Federal Register Vol. 55, No. 38, February 26, 1990, and any permanent rules that are adopted in place of the Interim Final Rule. The Interim Final Rule requires the PROVIDER to certify as to their lobbying activity. The Interim Final Rule implements section 319 of Public Law 101-121, which generally prohibits recipients of Federal contracts, grants and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant or loan.
- XVI. Maintenance of Effort: The PROVIDER agrees that the level of services, activities and expenditures it has devoted to similar services prior to the initiation of this Agreement will be continued and not reduced in any way as a result of this Agreement except for reductions unrelated to the provisions or purposes herein stated.
- XVII. Conflict of Interest: The PROVIDER assures that no person under its employ, who presently exercises any administrative responsibilities under this program, has any personal, financial interest, direct or indirect, in this Agreement. Further, no person having such a conflicting interest shall be employed under this Agreement. Any such conflict of interest must be disclosed in writing to the COUNTY.
- XVIII. Code of Conduct: The PROVIDER assures proper conduct on the part of its employees and understands the effects of U.S. Code, Title 18, Sec. 665.
- XIX. Grant Close-out: No costs are to be incurred under this Agreement after December 31, 2019. Within 45 days of the completion of the Agreement, the PROVIDER shall comply with all closeout or auditing procedures established by the COUNTY.
- XX. Property: Any purchase of non-expendable personal property that has a useful life of more than one year with a per unit cost of \$5,000 or more must have prior written approval of the COUNTY. The PROVIDER will obtain advance written approval from the COUNTY for purchase of property with a unit cost of \$5,000 or more.
- XXI. Data Practices Act: For the purposes of executing its responsibilities and to the extent set forth in this Agreement, the PROVIDER shall be considered part of the welfare system as defined in Minnesota Statutes, section 13.46, subdivision 1. The PROVIDER'S employees and agents shall have access to private or confidential data maintained by the COUNTY to the extent necessary to carry out its responsibilities under this Agreement. The PROVIDER agrees to comply with all the requirements of the Minnesota Government Data Practices Act and HIPAA in providing services under this Agreement. The civil remedies of Minnesota Statutes, section 13.08, apply to the release of the data referred to in this Article by either the PROVIDER or COUNTY.

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

XXII SCOPE OF SERVICES: The PROVIDER shall provide all services in accordance with all applicable federal and state laws, statutes, regulations, and guidelines. These include the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the Deficit Reduction Act of 2005, and Minnesota Statutes Chapter 256J. In the event that these laws, statutes, regulations or guidelines are amended at any time during the Term of Agreement, or any extensions or renewals, the PROVIDER shall comply with such amended laws, statutes, regulations, or guidelines.

The PROVIDER is responsible for all technical assistance necessary to maintain all software and hardware used to provide the purchased services under this Agreement, including virus protection and firewalls.

The PROVIDER will designate one staff as an Employment Services security liaison who will coordinate with the COUNTY MAXIS security liaison to request approval or termination of inquiry access to the MAXIS system ("MAXIS").

The PROVIDER will designate up to two staff in each service location as Data Specialists that will have inquiry access to MAXIS.

The PROVIDER will ensure all staff with inquiry access to MAXIS complete annual HIPAA training, and any other necessary training identified by the COUNTY.

#### Information Privacy and Security.

Information Covered by this Provision. In carrying out its duties, the PROVIDER will be handling one or more types of private information, collectively referred to as "protected information," concerning individual DHS clients. "Protected information," for purposes of this Agreement, may include any or all of the following:

- Private data (as defined in Minnesota Statutes § 13.02, subd. 12), confidential data (as defined in Minn. Stat. § 13.02, subd. 3), welfare data (as governed by Minn. Stat. § 13.46), medical data (as governed by Minn. Stat. § 13.384), and other non-public data governed by other sections in the Minnesota Government Data Practices Act (MGDPA), Minn. Stats. Chapter 13;
- Health records (as governed by the Minnesota Health Records Act [Minn. Stat. §§ 144.291-144.298]);
- Chemical health records (as governed by 42 U.S.C. § 290dd-2 and 42 C.F.R. § 2.1 to § 2.67);
- Protected health information ("PHI") (as defined in and governed by the Health Insurance Portability Accountability Act ["HIPAA"], 45 C.F.R. § 160.103);
- Electronic Health Records (as governed by Health Information Technology for Economic and Clinical Health Act (HITECH), 42 USC 201 note, 42 USC 17921(5)); and
- Other data subject to applicable state and federal statutes, rules, and regulations affecting the collection, storage, use, or dissemination of private or confidential information.

#### Duties Relating to Protection of Information.

- (a) Duty to ensure proper handling of information. The PROVIDER shall be responsible for ensuring proper handling and safeguarding by its employees, subcontractors, and authorized agents of protected information collected, created, used, maintained, or disclosed on behalf of DHS. This responsibility includes ensuring that employees and agents comply with and are properly trained regarding, as applicable, the laws listed above in paragraph X.X.I.I.
- (b) Minimum necessary access to information. The PROVIDER shall comply with the "minimum necessary" access and disclosure rule set forth in the HIPAA and the MGDPA. The collection, creation, use, maintenance, and disclosure of protected information shall be limited to "that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government." See, respectively, 45 C.F.R. §§ 164.502(b) and 164.514(d), and Minn. Stat. § 13.05 subd. 3.
- (c) Information Requests. Unless provided for otherwise in this Agreement, if the PROVIDER receives a request to release the information referred to in this Clause, the PROVIDER must immediately notify DHS. DHS will give the PROVIDER instructions concerning the release of the data to the requesting party before the data is released.

#### Use of Information. The PROVIDER shall:

- Not use or further disclose protected information created, collected, received, stored, used, maintained, or disseminated in the course or performance of this Agreement other than as permitted or required by this Agreement or as required by law, either during the period of this Agreement or hereafter.
  - Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the protected information by its employees, subcontractors and agents other than as provided for by this Agreement. This includes, but is not limited to, having implemented administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic protected health information at rest and in transit that it creates, receives, maintains, or transmits on behalf of DHS.
- (a) Report to DHS any privacy or security incident regarding the information of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410. For purposes of this Agreement, "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 DHS 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 PHI 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 DHS may reasonably request.

(b) Consistent with this Agreement, and in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any agents (including contractors and subcontractors), analysts, and others that create, receive, maintain, or transmit protected health information on behalf of the business associate, enter into a business associate agreement with any subcontractors to agree in writing to be bound by the same restrictions, conditions, and requirements that apply to it with respect to such information.

- Document such disclosures of PHI and information related to such disclosures as would be required for DHS to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- Mitigate, to the extent practicable, any harmful effects known to it of a use, disclosure, or breach of security with respect to protected information by it in violation of this Agreement.
- In accordance with HIPAA, upon obtaining knowledge of a breach or violation by a subcontractor, take appropriate steps to cure the breach or end the violation, and if such steps are unsuccessful, terminate the agreement.
- Not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by DHS.

Additional Business Associate Duties. To the extent the PROVIDER handles PHI in order to provide health care-related administrative services on behalf of DHS and is a "Business Associate" of DHS as defined by HIPAA, the PROVIDER further agrees to:

- (a) Make available PHI in accordance with 45 C.F.R. § 164.524.
- (b) Make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 C.F.R. § 164.526.
- (c) Comply with the limited disclosure rules set forth in the HITECH Act, HIPAA, and the MGDPA. To the extent possible, disclosures should be in a limited data set, which is largely information with the patients' identifying information removed, "to the extent practicable." Pertinent identifiers include, name and social security number; street address, e-mail address, telephone and fax numbers; certificate/license numbers; vehicle identifiers and serial numbers; URLs and IP addresses; full face photos and any other comparable images; or medical record numbers, health plan beneficiary numbers, and other account numbers. If a limited data set is not feasible, or does not meet the use or disclosure, minimum necessary should be applied. The collection, creation, use, maintenance, and disclosure of protected information shall be limited to "that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government." See, respectively, 45 C.F.R. §§ 164.514, 45 C.F.R. §§ 164.502(b) and 164.514(d), and Minn. Stat. § 13.05 subd. 3.
- (d) Make its internal practices, books, records, policies, procedures, and documentation relating to the use, disclosure, and/or security of PHI available to DHS and/or the Secretary of the United States Department of Health and Human Services (HHS)



for purposes of determining compliance with the Privacy Rule and Security Standards, subject to attorney-client and other applicable legal privileges.

- (e) Comply with any and all other applicable provisions of the HIPAA Privacy Rule, Administrative, and Security Standards, including future amendments thereto. Develop written policies and procedures for safeguarding and securing PHI and complying with HIPAA and the HITECH Act, and other privacy laws. Designate a privacy official to be responsible for the development and implementation of its policies and procedures as required by 45 C.F.R. Part 164, Subpart E.
- (f) To the extent the PROVIDER is to carry out one or more of DHS' obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to DHS in the performance of such obligation(s).

DHS Use of Information. DHS shall:

- (a) Only release information which it is authorized by law or regulation to share with the PROVIDER.
- (b) Obtain any required consents, authorizations, or other permissions that may be necessary for it to share information with the PROVIDER.
- (c) Notify the PROVIDER of limitations, restrictions, changes, or revocation of permission by an individual to use or disclose protected information, to the extent that such limitations, restrictions, changes or revocation may affect the PROVIDER's use or disclosure of protected information.
- (d) Not request the PROVIDER to use or disclose protected information in any manner that would not be permitted under law if done by DHS.

Disposition of Data upon Completion, Expiration, or Agreement Termination. Upon completion, expiration, or termination of this Agreement, the PROVIDER will return to DHS or destroy all protected information received or created on behalf of DHS for purposes associated with this Agreement. A written certification of destruction or return to Authorized Representative listed in 5.1 is required. The PROVIDER will retain no copies of such protected information, provided that if both parties agree that such return or destruction is not feasible, or if the PROVIDER is required by the applicable regulation, rule or statutory retention schedule to retain beyond the life of this Agreement, the PROVIDER will extend the protections of this Agreement to the protected information and refrain from further use or disclosure of such information, except for those purposes that make return or destruction infeasible, for as long as the PROVIDER maintains the information. Additional information for destruction and handling is available in the DHS Information Security Policy, Policy numbers 3.7, and 2.19, found at <http://edocs.dhs.state.mn.us/lfserver/Legacy/DHS-4683-ENG>.

Sanctions. In addition to acknowledging and accepting the terms set forth in VII. "Liability", relating to liability, the parties acknowledge that violation of the laws and protections described above could result in limitations being placed on future access to protected information, in investigation and imposition of sanctions by the U.S. Department of Health and Human Services, Office for Civil Rights, and/or in civil and criminal penalties.

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

**FOR THE PROVIDER**

 11/2/18  
Amanda Mackie, Executive Director Date  
Minnesota Valley Action Council

 11/5/18  
Diane Halvorson, Executive Director Date  
South Central WorkForce Council

**FOR THE COUNTY**

ATTEST TO:

By \_\_\_\_\_  
County Board

Date \_\_\_\_\_

By \_\_\_\_\_  
County Coordinator

Date \_\_\_\_\_

By \_\_\_\_\_  
Human Services Director

Date \_\_\_\_\_

Approved as to Legality, Form and Execution:

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

Date \_\_\_\_\_

## EXHIBIT A CONDITIONS

The following represents the general operating guidelines for this Agreement. These guidelines will be reviewed throughout the Agreement period and adjusted as deemed necessary by joint agreement of the COUNTY and the PROVIDER.

1. Primary Service Provider(s): Minnesota Valley Action Council, Inc.
2. Contracting: The COUNTY will have one contract with Minnesota Valley Action Council (MVAC), fiscal agent for the South Central WorkForce Council. The South Central WorkForce Council and Minnesota Valley Action Council may subcontract with additional providers for specific services as needed and as agreed upon in consultation with the COUNTY.
3. Administrative Responsibilities: The SC WorkForce Council will be responsible for contracting, fiscal and program monitoring, reports and oversight of service delivery to ensure compliance and performance. Minnesota Valley Action Council (Grant Recipient) will provide Fiscal and MIS services including processing client support service invoices, provider invoices, supported work payroll, invoicing COUNTY, fiscal reports and managing the area's Workforce One system including training, technical assistance and entry of support service payments.

Additional administration includes PROVIDER supervisor time related to the supervision and management of PROVIDER staff. The PROVIDER is also responsible for communication/coordination with the COUNTY, managing budgets at the program level and providing monthly expenditure and service reports.

4. Location of Services: Primarily, services will be delivered at the Minnesota Valley Action Council LeSueur County office. Services may be provided at additional locations as agreed upon between the PROVIDER and the COUNTY.
5. Services: All services will be delivered/implemented in accordance with the COUNTY Consolidated Plan (biennial service agreement), which is made a part of this Agreement by reference. The day to day management of the program and methods used to deliver services will be jointly agreed to by the COUNTY and the PROVIDER. In addition, the PROVIDER is accountable for all applicable COUNTY plans and all rules and regulations issued by the MN Department of Human Services (DHS), including all current and any future bulletins issued by DHS during the term of this Agreement and related to the delivery and proper implementation of program services. This includes, but is not limited to:
  - COUNTY Consolidated Plan and updates
  - DHS MFIP Employment Services Manual and updates
  - DHS/DEED SNAP ET Manual and updates

The primary service provider will be responsible for adequate staffing to deliver a comprehensive set of employment services designed to successfully assist program participants to transition from welfare to work. This may include, but is not limited to: orientation, assessment, development of employment plan, case management, job readiness classes, job search assistance, work experience, training and education services, support services, referrals and follow-up.

6. Funding: Funding will be for the period and amount identified on the Notice of Funds Available. Expenditures will not exceed funds available and will be within budget by line item as attached to the Notice of Funds Available. Any changes to the budget by line item must be approved by the COUNTY.

## NOTICE OF FUNDS AVAILABLE 2019

COUNTY:  
LeSueur County Human Services

Grant Agreement: CY 2019 LeSueur County

PROVIDER: Minnesota Valley Action Council, Inc.  
706 N. Victory Drive  
Mankato, MN 56001

### Funding Summary

Title	Terms of Funds	CFDA #	Attachment(s)	Prior Level	Change	New Level
MFIP/DWP Services	01/01/19 - 12/31/19	93.558	Budget	\$0	\$203,756	\$203,756
<b>TOTAL</b>				\$0	\$203,756	\$203,756

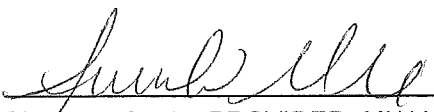
DATED: \_\_\_\_\_

\_\_\_\_\_  
Signature for the COUNTY BOARD

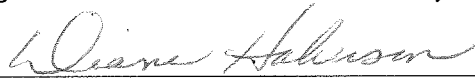
DATED: \_\_\_\_\_

\_\_\_\_\_  
Signature for the COUNTY Human Service Director

DATED: 11/8/18

  
Signature for the PROVIDER -MN Valley Action Council

DATED: 11/8/18

  
Signature for the South Central WorkForce Council

**MFIP/DWP BUDGET**  
**Grant Agreement #: CY-19 LeSueur County**

**PROVIDER:** MN Valley Action Council

**PERIOD FUNDS AVAILABLE:** January 1, 2019 to December 31, 2019

**TOTAL FUNDS AVAILABLE:** \$ 203,756

**Total MFIP/DWP Administration: \$ 19,102**

\$ 1,910 South Central WorkForce Council  
\$ 7,641 Minnesota Valley Action Council –Fiscal and MIS Services  
\$ 9,551 Minnesota Valley Action Council Provider –Employment Services

**Total MFIP/DWP Program: \$ 184,654**

\$156,654 Direct Program Staffing: The direct costs of providing MFIP and DWP counseling, job search, job placement, job retention, program overview, interpreter costs and any other direct expenses including wages, benefits, staff travel, office, telephone, durable and non-durable supplies.

Direct Program Staffing also includes Direct Program Client Services: including supplies, materials, field trips, and other MFIP/DWP direct program client service supplies.

\$ 28,000 Client Support Services: includes costs of employment-related expenses such as work tools, uniforms, safety shoes, trade licenses, interview clothing; transportation expenses including bus passes, cab fares, mileage, bus tickets, allocated expenses of a van pool or bus, auto purchase or lease, insurance and repairs; client education, housing, child care and other work related expenses, including work experience.