Tuesday, November 5, 2019
County Board Room, Upper Level of the Historic Courthouse

9:00 AM
1. CALL MEETING TO ORDER
2. PLEDGE OF ALLEGIANCE
3. APPROVE THE AGENDA (ADDITIONS AND DELETIONS)

9:01 AM
4. CONSENT AGENDA
   4.1. Approve 10/29/19 County Board Meeting Minutes
   4.2. Review of Auditor’s Warrants
   4.3. Approve Payment to Counsel for Legal Services
   4.4. Consider Association of Minnesota Counties 2020 Delegates
   4.5. Consider CY2020 Lighthouse Child and Family Services Contract
   4.6. Consider CY2020 Brass Contract
   4.7. Consider CY2020 Lakeview Psychological Contract
   4.8. Consider County Burial Rate Increase
   4.9. Consider Benton Telecommunication Grant Award
   4.10. Consider Employment & Training Contracted Services
   4.11. Approve ProWest Server Migration and ESRI License Upgrade
   4.12. Approve CenturyLink 911 VIPER Equipment Replacement
   4.13. Cancel CodeRed Contract and Contract with Rave Mobile Safety
   4.14. Accept Donation from the Milaca Fire Department
   4.15. Approval of the Disposal of Abandoned Property
   4.16. Approve the Disposal or Sale of Abandoned Property

9:03 AM
5. REGULAR AGENDA
   5.1. Presentation of Information: East Central Regional Development Commission
   5.2. Presentation of Information: Governor’s Proclamation of Financial Worker Case Aide Day
   5.3. Consider Resolution 11-05-19-01. Participation in Community Development Block Grant
   5.4. Review Residential Recycling Drop Site Contractor Bids
   5.5. Approve County Board Meeting Cancellation
   5.6. Consider Special Board Meeting
   5.7. Consider Special Board Meeting

9:15 AM
6. COMMITTEE REPORTS
   6.1

7. 9:30 AM
   ADJOURN
Work Session (Conference Room A):
(County Administrator Report as time allows)

1. Environmental Resources Report – (Dillon Hayes, Environmental Resources Manager)
2. Personnel Report – (Karly Fetters, HR Manager)
3. Budget 2020 – (Pat Oman, County Administrator)

10:00 AM
Community Health Board Meeting
Title of Item for Consideration:
Approve 10/29/19 County Board Meeting Minutes

Consent Agenda
☑ Approve/Deny Motion ☐ Information Only
☐ Schedule Public Hearing*

*provide sample notice that will run in paper

Regular Agenda – Estimate Time Needed: ______ minutes
☐ Approve/Deny Motion ☐ Discussion Item
☐ Direction Requested ☐ Hold Public Hearing*
☐ Presentation of Information

*provide copy of hearing notice that was published

Submitted by: Pat Oman
Department: ASO

Who will attend the meeting and be able to respond to questions? Give name and title:
Pat Oman, County Administrator

Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates):
Approval of the 10/29/19 County Board meeting minutes is required.

Alternatives/Options/Comments:

Recommended Action/Motion:
Motion to approve the 10/29/19 County Board meeting minutes.

Financial Impact:
Is there a cost associated with this request? ☐ Yes ☐ No

What is the total cost, including tax and shipping? $ __________

Are funds available in the budget? ☐ Yes ☐ No If no, please explain:

Additional Information Attached:
☐ Contract/Agreement
   Approved by County Attorney’s Office: ☐ Yes ☐ No If no, please explain:
☐ Minutes of Relevant Meeting(s)
☐ Background Information (such as price quotes, etc.)

Board action: (for use by Recording Secretary)
☐ Approved ☐ Denied ☐ Tabled:
Mille Lacs County Board Meeting
Tuesday, October 29, 2019

Chairman Tellinghuisen called the meeting to order at 9:04 a.m., with the following members present: Commissioners Reynolds, Wilhelm, Oslin, and Peterson. The Pledge of Allegiance was recited.

One additional proposal document was provided in consideration for item 4.6, Consider Huber Carpet Replacement.

Cmsr Oslin motioned to accept the agenda as amended; Cmsr Wilhelm seconded. Motion carried.

CONSENT AGENDA
A motion was made by Cmsr Oslin, seconded by Cmsr Wilhelm, to approve the following consent agenda items:
- Approve 10/15/19 County Board Meeting Minutes;
- Review of Auditor's Warrants;
- Approve Payment to Counsel for Legal Services;
- Approve Commissioners' Mileage and Per Diems – October 2019;
- Approve Exempt Permit for Lawful Gambling – Home Toto Hero Outdoors;
- Consider Huber Carpet Replacement;
- Authorize CSAH 1 Street Closing (Santa Days – Santa Circle on Main);
- Approve TriMin Systems, Inc. 2020 Purchase of Service Agreement;
- Consider Grant Interest and Application to Minn. for Hepatitis Outbreak Prevention;
- Information Only: Community Health Services Board Meeting 10/10/19.

Cmsr Wilhelm removed item 4.6, Consider Huber Carpet Replacement, for discussion. Motion Carried.

CONSIDER HUBER CARPET REPLACEMENT
Jail Administrator Brad Hunt stated that the Huber carpet is original from the construction of the building in 1999. Hunt noted that there are safety concerns due to the fraying carpet in the stairways. Hunt reviewed the proposal submitted, with the recommendation that Minnesota Flooring Inc.'s second proposal be accepted. Minnesota Flooring Inc. provided two proposals; Proposal 1: $14,327; Proposal 2: $21,225. Multiple Concepts Interiors provided the proposal of $25,161; Minnesota Flooring Inc. provided two proposals; Proposal 1: $24,650, Proposal 2: $24,650. Cmsr Wilhelm motioned to approve the purchase and installation of the Huber carpet replacement; Cmsr Wilhelm seconded. Motion carried.

CONSIDER RESOLUTION 10-29-19-01, COUNTY BOARD AUTHORIZATION FOR DEVELOPMENT OF FACILITY ACTION PLAN
County Administrator Oman stated that the Department of Corrections Jail Inspector had given the County five years to meet compliance in the County Jail. Oman stated that Resolution 10-29-19-01 was a collaboration between the County Administrator and the County Sheriff to accomplish the repairs needed. Cmsr Wilhelm motioned to approve Resolution 10-29-19-01, County Board Authorization for Development of Facility Action Plan; Cmsr Peterson seconded. Motion carried.

CONSIDER RESOLUTION 10-29-19-02, APPOINTMENT OF COUNTY DRAINAGE INSPECTOR
Environmental Resources Manager Dillon Hayes stated that he was previously appointed as the drainage inspector in 2016; the term expires this year. Hayes stated that Resolution 10-29-19-02 appoints Hayes as the Drainage Inspector for another four-year term. Cmsr Wilhelm motioned to approve Resolution 10-29-19-02, Appointment of County Drainage Inspector; Cmsr Peterson seconded. Motion carried.

COMMITTEE REPORTS
Cmsr Reynolds stated that she had attended the AMC District 5 meeting, which discussed legislative priorities and the CSAH system. Cmsr Oslin also attended the AMC District 5 Meeting; Cmsr Oslin stated that many commissioners and administrators attended.

Administrator Oman attended tobacco training with Alisha Fussy and two Probation Officers. The information from the training will assist with the review of the County Tobacco Ordinance.
Assistant County Administrator Holly Wilson stated that she had also attended the AMC District 5 meeting; the AMC Annual Conference will be December 9-11, 2019, in St. Cloud, MN. Wilson noted that a survey for the top vendors in the region will be conducted; Mille Lacs County will be included in this survey.

Cmr: Oslin motioned to adjourn the meeting at 9:31 a.m.; Cmr Reynolds seconded. Motion carried.

ATTEST:

Pat Oman
County Administrator

Roger Tellinghuisen
County Board Chairperson
**Title of Item for Consideration:**
Review of Auditor’s Warrants

<table>
<thead>
<tr>
<th>Consent Agenda</th>
<th>Regular Agenda – Estimate Time Needed: _____ minutes</th>
</tr>
</thead>
<tbody>
<tr>
<td>✔ Approve/Deny Motion</td>
<td>□ Approve/Deny Motion</td>
</tr>
<tr>
<td>□ Information Only</td>
<td>□ Discussion Item</td>
</tr>
<tr>
<td>□ Schedule Public Hearing*</td>
<td>□ Direction Requested</td>
</tr>
<tr>
<td>*provide sample notice that will run in paper</td>
<td>□ Hold Public Hearing*</td>
</tr>
<tr>
<td></td>
<td>□ Presentation of Information</td>
</tr>
<tr>
<td></td>
<td>*provide copy of hearing notice that was published</td>
</tr>
</tbody>
</table>

Submitted by: Pat Oman

Department: ASO

Who will attend the meeting and be able to respond to questions? Give name and title:
Pat Oman, County Administrator

**Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates):**
The County Board has authorized the County Auditor-Treasurer and the County Administrator to approve claims for payment according to guidelines adopted by the Board. Claims paid in such a manner are summarized and presented to the Board for review.

**Alternatives/Options/Comments:**

**Recommended Action/Motion:**
Review of Auditor’s Warrants

**Financial Impact:**
Is there a cost associated with this request?  
□ Yes  □ No
What is the total cost, including tax and shipping? $________
Are funds available in the budget?  
□ Yes  □ No  If no, please explain:

**Additional Information Attached:**
□ Contract/Agreement
Approved by County Attorney’s Office:  
□ Yes  □ No  If no, please explain:
□ Minutes of Relevant Meeting(s)
□ Background Information (such as price quotes, etc.)

**Board action:** (for use by Recording Secretary)
□ Approved  □ Denied  □ Tabled:
### Mille Lacs County

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

<table>
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<th>No.</th>
<th>Vendor Name</th>
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Copyright 2010-2018 Integrated Financial Systems
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<td>1 Transactions</td>
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**Mille Lacs County**

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Page 4
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<tr>
<th>Vendor Name</th>
<th>Accr.</th>
<th>Warrant Description</th>
<th>Invoice #</th>
<th>Account/Formula Description</th>
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Approved by,
Title of Item for Consideration:
Approve Payment to Counsel for Legal Services

Consent Agenda
✓ Approve/Deny Motion   □ Information Only
□ Schedule Public Hearing*

*provide sample notice that will run in paper

Regular Agenda – Estimate Time Needed: ______ minutes

✓ Approve/Deny Motion   □ Discussion Item
□ Direction Requested   □ Hold Public Hearing*
□ Presentation of Information

*provide copy of hearing notice that was published

Submitted by: Pat Oman
Department: ASO

Who will attend the meeting and be able to respond to questions? Give name and title:
Pat Oman, County Administrator

Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates):
Authorize payment to Nolan, Thompson & Leighton, PLC for legal services relating to the Mille Lacs County Cooperative Agreement matters and federal lawsuit, Court File No. 17-cv-5155 for Mille Lacs County in the amount of $66,898.64.

Alternatives/Options/Comments:

Recommended Action/Motion:
Approve payment to Nolan, Thompson & Leighton, PLC for legal services for Mille Lacs County

Financial Impact:
Is there a cost associated with this request?  Yes [x] No
What is the total cost, including tax and shipping?  $66,898.64
Are funds available in the budget?  Yes [x] No  If no, please explain:

Additional Information Attached:
☐ Contract/Agreement
Approved by County Attorney’s Office: Yes [x] No  If no, please explain:
☐ Minutes of Relevant Meeting(s)
☐ Background Information (such as price quotes, etc.)

Board action: (for use by Recording Secretary)
☐ Approved  ☐ Denied  ☐ Tabled:
Title of Item for Consideration:
Consider Association of Minnesota Counties 2020 Delegates

Consent Agenda
☑ Approve/Deny Motion  □ Information Only
☐ Schedule Public Hearing*  *provide sample notice that will run in paper

Regular Agenda – Estimate Time Needed: _____ minutes
☐ Approve/Deny Motion  ☐ Discussion Item
☐ Direction Requested  ☐ Hold Public Hearing*
☐ Presentation of Information  *provide copy of hearing notice that was published

Submitted by: Pat Oman  Department: ASO

Who will attend the meeting and be able to respond to questions? Give name and title:
Pat Oman, County Administrator.

Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates):
The proposed 2020 delegates for the Association of Minnesota Counties was reviewed at an earlier work session. This list same as the 2019 AMC delegates.

Alternatives/Options/Comments:

Recommended Action/Motion:
Approve.

Financial Impact:
Is there a cost associated with this request?  ☑ Yes  ☐ No

What is the total cost, including tax and shipping? $__________
Are funds available in the budget?  ☑ Yes  ☐ No  If no, please explain:

Additional Information Attached:
☐ Contract/Agreement
Approved by County Attorney’s Office: ☑ Yes  ☐ No  If no, please explain: ____________________________
☐ Minutes of Relevant Meeting(s)
☑ Background Information (such as price quotes, etc.)

AMC Email

Board action: (for use by Recording Secretary)
☑ Approved  ☐ Denied  ☐ Tabled:
The Association of Minnesota Counties Annual Conference is nearing. A few important details need to be taken care of, most important of which are the designated voting delegates from each county. Our records show the following persons as voting delegates for your county:

1. Beth Crook, Mille Lacs County Community and Veterans Services Director
2. Holly Wilson, Mille Lacs County Personnel Director/Asst Administrator/Interim Engineer
3. Michele McPherson, Mille Lacs County Land Services Director/Recorder
4. Pat Oman, Mille Lacs County Administrator
5. David Oslin, Mille Lacs County Commissioner
6. Genny Reynolds, Mille Lacs County Commissioner
7. Roger Tellinghuisen, Mille Lacs County Commissioner
8. Michael Virnig, Mille Lacs County Technology Services Manager

We would appreciate delegate confirmation by Friday, November 1, 2019. Please email me at lklupacs@mncounties.org, or fax the changes to 651-224-6540. If you do not respond by the deadline, we will assume that our records are correct and only those persons listed on this form will be eligible to vote at the AMC Annual Conference.
Title of Item for Consideration:
Approve CY2020 Lighthouse Child and Family Services Contract

Consent Agenda
- [✓] Approve/Deny Motion
- [ ] Information Only
- [ ] Schedule Public Hearing*

Regular Agenda - Estimate Time Needed: ______ minutes
- [ ] Approve/Deny Motion
- [ ] Discussion Item
- [ ] DirectionRequested
- [ ] Hold Public Hearing*
- [ ] Presentation of Information

*Provide copy of hearing notice that was published

Submitted by:
Char Kohlgraf
Department:
CVS

Who will attend the meeting and be able to respond to questions? Give name and title:
Char Kohlgraf/Disability Services Supervisor

Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates):
Contract renewal for the Community Support Program (CSP) and purchase of various out-patient mental health services required under the Minnesota Comprehensive Adult and Children's Mental Health Act(s). MLC is required to provide a community support program as well as various out-patient mental health services to county residents who are uninsured or under-insured.

Alternatives/Options/Comments:

Recommended Action/Motion:
Approve and sign contract.

Financial Impact:
Is there a cost associated with this request?  [✓] Yes  [ ] No
What is the total cost, including tax and shipping?  $Approx $68,000
Are funds available in the budget?  [✓] Yes  [ ] No  If no, please explain:

Additional Information Attached:
- [✓] Contract/Agreement
- [ ] Minutes of Relevant Meeting(s)
- [✓] Background Information (such as price quotes, etc.)

2020 Contract for Services

Board action: (for use by Recording Secretary)
- [ ] Approved  [ ] Denied  [ ] Tabled:
Purchase of Service Agreement and Lead County Contract

This Agreement is made and entered into by and between Mille Lacs County with the address of 635 2nd Street SE, Milaca, MN 56353 (herein the “Agency”) and Lighthouse Child & Family Services, with the address of 160 3rd Ave NW, Milaca MN 56353, (herein the "Contractor").

WHEREAS, pursuant to Minn. Stat. § 402.02, subd. 1, the Agency has identified a certain population within the County of Mille Lacs who are in need of family preservation services; and

WHEREAS, Minn.Stat. § 245.461 through § 245.486 and Minn. Stat § 245.487 through § 245.488 establish the Minnesota Comprehensive Adult Mental Health Act and the Minnesota Comprehensive Children’s Mental Health Act; and

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

WHEREAS, pursuant to Minn. Stat. Ch. § 402, the Agency wishes to purchase such services from the Contractor.

NOW THEREFORE, the Agency and the Contractor have established mutual understandings and agree to the following:

I. DEFINITIONS

Unless the context indicates otherwise, the terms in this Contract have the meanings given in this section.


B. Client. "Client" means an individual or family who receives services from the Contractor.

C. Commissioner. "Commissioner" means the Minnesota Commissioner of Human Services.

D. Contract. "Contract" means this Purchase of Service Agreement and Lead County Contract.


G. Direct Services: includes family and individual therapy and skill building, collateral contacts and travel and report writing.

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H. Service Agreement. "Service Agreement" means the County Service Information System (CSIS) Vendor Payment System (VPS) Service Agreement form, or other document used to authorize service(s) for a given client.

II. TERMS OF CONTRACT

A. Contract Period. Notwithstanding the date of signatures by the parties, the Contract period is from January 1, 2020 through December 31, 2020 unless otherwise terminated by law or provision of this contract.

B. Contract Appendix. The appendix to this Contract entitled "Contract Appendix" attached hereto, is a part of this Contract.

C. Contract purpose. To provide professional mental health services to the uninsured or underinsured residents of Mille Lacs County who are in need of such service and deemed eligible.

D. Payment. The total amount to be paid pursuant to this Contract shall not exceed the amount authorized in client’s services agreements, nor shall it exceed an amount equal to the number of service units actually provided, multiplied by the payment rate under Section II.E. of this Contract.

E. Payment Rate(s).

The Contractor shall accept payment for services rendered at the following rate(s) listed in Appendix A:

1. These rates are inclusive of all direct services and administrative costs billable pursuant to this contract. The Contractor shall not bill for any additional administrative or other costs associated with providing services purchased through this contract.

2. These rates are subject to change as rate increases are mandated by the Minnesota Legislature. If within a Contract period, the Minnesota Legislature mandates a rate increase for any service purchased pursuant to this Contract, and the Contractor demonstrates eligibility for such a rate increase as determined by the Agency, service rates shall be adjusted to meet the mandated rate increase and no addendum to this Contract shall be required. Any interpretation pertaining to eligibility for such a rate increase as well as the exact amount of rate increase granted shall be at the sole discretion of the Agency.
3. It is understood and agreed by the parties that the Agency and any county of Financial Responsibility assume no responsibility or obligation to purchase from the Contractor any minimum amount of services.

F. Service Delivery and Contractor Obligations.

1. Location. The Contractor shall provide all services at such location as designated in the client’s Individual Service Plan.

2. Eligibility/Authorization.
   a. A client’s eligibility to receive services shall be determined by the County of Financial Responsibility.
   b. Services shall not be provided to clients who are not determined to be eligible nor does the Agency assume any financial responsibility to Contractor for services Contractor provides to any person if Mille Lacs County is not the County of Financial Responsibility or a person is determined ineligible to receive services.
   c. Prior to rendering services, the Contractor must obtain authorization to provide services from the County of Financial Responsibility pursuant to procedures established by that County.
   d. The Contractor shall not render any service to a client prior to or after the dates authorized in the client’s Services Agreement(s).
   e. The fee for clients that have no third party insurance, including public programs, shall be determined on the sliding fee schedule contained in Appendix B, entitled “Sliding Fee Schedule,” and incorporated herein by reference. Clients will be eligible for sliding fee schedule when the applicable health plans including Medical Assistance, Medicare, Minnesota Care (or its successor program), PMAP or third party payers have denied payments or reached limitations. A person who earns in excess of 200% of the poverty line is not eligible for a sliding fee.
   f. The Contractor shall provide each client determined to be eligible to receive services, the MN Health Care Application form or assist them to apply on-line in order to assist them in retaining health care insurance coverage if otherwise deemed eligible by the insurance provider.
3. Individualization. The amount, frequency and duration of purchased services, shall be provided in accordance with the client's Individual Service Plan Agreement, and shall be directed towards each client's achievement of Service Plan goals.

4. Individual Service Termination.

a. County initiated. Upon request of the County of Financial Responsibility, services for a given client shall be terminated prior to or on the ending date authorized in the client's Service Agreement.

b. Contractor initiated. If prior to the last day of service authorized in the Service Agreement, the Contractor proposes to terminate services being rendered to a client, or agrees to a termination of services which is not requested by the County of Financial Responsibility, the Contractor shall provide a written notice delivered by U.S. mail or in person to both the client and the Board through the Agency, received by both parties at least thirty (30) calendar days prior to the proposed service termination date. The notice must state the specific reasons for the service termination.

5. Records, Reports and Evaluations.

a. The Contractor shall fully cooperate with the Agency with respect to the Agency monitoring and evaluating activities pertaining to services purchased pursuant to this contract. The Agency's monitoring and evaluating activities include, but are not limited to: on-site visits to the Contractor's premises or job site, with or without prior notice; review of the Contractor's financial statistical and program records; and review of other reports and data relevant to contracted services. The Contractor shall allow personnel of the Agency access to the Contractor's records pertaining to contract and access to premises with 3 days prior notice.

b. The Contractor shall, upon reasonable notice, meet with Agency personnel to assist the Agency in the evaluation of services.

c. The Contractor shall maintain a bookkeeping system which sufficiently and properly reflects all revenue received and all direct and indirect costs incurred in the performance of this Contract.

d. Pursuant to MN. Stat. § 16C.05, Subd. 5 (or as amended) the Contractor shall, for a minimum of 6 years, maintain and furnish
the Agency with all program and fiscal records requested by the Agency. All records requested by the Agency shall be furnished to the Agency by the Contractor within fifteen calendar (15) days of the Agency’s request, unless otherwise directed by the Agency. These records may include, but are not limited to the following:

1) The names of clients served, and dates of service rendered to each client;

2) A description of the services provided;

3) Individualized program or habilitation plans for each client served, developed to help the client reach goals established in their Individual Service Plan;

4) A written program and statistical report in a form approved or provided by the Agency;

5) Quarterly or monthly line item expense and revenue reports;

6) Revenue and expense statements and balance sheets;

7) Annual certified audit and the auditor’s management letter within one hundred twenty (120) calendar days of the end of any Contractor’s fiscal year which covers all or a portion of the Contract term; and

8) Proof of insurance protections required pursuant to this contract. With or without an Agency request, the Contractor shall notify the Agency of any material changes in insurance protections as provided in Section XI(4) of the Contract Appendix.

e. The Contractor shall furnish the Agency with information regarding any revenue received for services purchased under this Contract. In the event the Contractor receives revenue other than from purchases pursuant to this contract, and such revenue is used to cover any costs which are reflected in the service rates as determined by the Agency, including payment to personnel for time associated with rendering such services, then the amount of that revenue shall be deducted from the amount to which the Contractor would otherwise be entitled to under this Contract. The Contractor further agrees to refund, with or without request, any and all such excess payment to the Agency within thirty (30) calendar days of
discovering the excess revenue or within thirty (30) calendar days of a request for such a refund from the Agency.

f. The Contractor shall comply with the audit standards set forth in the Uniform Single Audit Act of 1984, P.L. 98-502, and other audit standards as determined applicable by the Agency.

g. The Contractor shall comply with the Agency's request pertaining to developing outcome measurements and documenting outcomes as well as associated methodologies and procedures. The Contractor shall provide the Agency with all outcome-related information requested by the Agency.

6. Standards Compliance. The Contractor shall assure all services rendered meet applicable licensing requirements, policies and standards of the Agency and Commissioner, federal and state regulations, as well as Minnesota Statutes and Minnesota Rules governing such services. The Contractor shall maintain sufficient staff, facilities and equipment to render services in accordance with this Contract.

7. Staff Qualifications. The Contractor shall provide the Agency with such information regarding the qualifications of its staff, including professionals, volunteers, and others, as may be required by the Agency to verify that present and subsequent services are being rendered by competent, trained and properly licensed or certified personnel.

8. Management Change. The Contractor shall notify the Agency within ten (10) calendar days of any change of ownership, board of directors or executive director.

9. Client Grievance. The Contractor shall establish a means by which clients may present any grievance pertaining to the services rendered, and shall advise clients as to said procedures.

10. Insurance Requirements. The Contractor shall keep in force, as a minimum, the insurance protections listed in Section XI of the Contract Appendix. Prior to providing services, the Contractor shall furnish the Agency with a copy of applicable insurance certificate(s) or other proof that required insurance protections are in force.

G. Collection of Fees. If requested by the Agency, the Contractor shall cooperate with the Agency in the collection of fees from clients who are legally required to pay for services pursuant to the terms of this Contract, including but not limited to providing accurate record keeping and appearing as witness where required in any action for collections. Fees shall be charged and collected for eligible clients in
H. Billing and Payment.

1. Billing Procedures (PMAP Prepaid Medical Assistance Plans)

a. The Contractor shall accept Medical Assistance (MA), General Assistance Medical Care (GAMC) and/or Medicare payments as payment in full for services rendered to individuals who are recipients of such benefits.

b. In cases where the client is eligible for the above funding but requests services not covered by the third party payment services may be paid by the Agency if preauthorized. Examples of services the Agency may purchase includes court appearances, attendance at staffings or meetings and special written reports. Tasks generally considered a part of in-home services such as phone calls, normal report writing, and consultation may not be billed to the Agency.

c. All billing for travel will use the county boundary as a start/end point. If the distance traveled by the therapist is less than from the county border, the lesser of the two will be charged.

d. If the client receiving the services is not eligible for the benefits listed in "a" the Contractor shall bill all other possible third party payors such as private medical insurance. In this case, if it is a county referral, the Contractor may bill the Agency for services not covered by third party payment as long as they had prior authorization.

e. Billing the Agency.

1) Unless otherwise requested by the Agency, in cases where Mille Lacs County is the County of Financial Responsibility, the Contractor shall, within thirty (30) working days, but in no event more than 120 calendar days, following the last day of each calendar month in which services were provided, submit an invoice and request for payment on an invoice form acceptable to the Agency.
2) Each invoice shall certify expenditures and itemize (as applicable): the period of time covered by the invoice; the name(s) of the client(s) for whom the service(s) were rendered; a general description of the type of service(s) rendered; the number of hours of service rendered by type of service; and the date service(s) were rendered by type of service.

3) The Agency shall make payment to the Contractor within thirty five (35) calendar days of the date on which the invoice is received.

4) If the invoice is incorrect, defective, or otherwise improper, the Agency shall notify the Contractor, and request a corrected invoice. Upon receiving the corrected invoice from the Contractor, the Agency shall make payment within forty-five (45) calendar days.

f. Billing Other Counties. In all cases where Mille Lacs County is not the County of Financial Responsibility, the Contractor shall bill the County of Financial Responsibility directly, according to that County’s established procedures. In such cases, the County of Financial Responsibility shall make payment directly to the Contractor according to that County’s established procedures.

2. Payment withheld. Payment for any service may be withheld if either the Agency or Commissioner determines the service was:

a. Performed in violation federal, state, or local laws/ordinances, rules or regulations;

b. Delivered in a manner which violated ethical standards, as determined by the Agency.

If payment is withheld under this section and the Contractor believes withholding payment in that circumstance is arbitrary, capricious or otherwise unfair, and the matter has not been disposed of by negotiation and agreement, it shall be considered a dispute and shall be handled according to Section II.J.(1) of this Contract.

3. Time Limit for Billing. The Contractor agrees that invoices submitted more than 120 days following the last day of the calendar month in which services were provided may, at the Agency discretion, be rejected for payment.
I. Contract Termination.

1. With or Without Cause. This Contract may be terminated prior to the last day of the contract period by either party, with or without cause, by giving thirty (30) calendar days written notice to the other party pursuant to Section II.I.4. of this contract. This Contract shall be terminated on the date of contract termination specified in the written notice or thirty (30) calendar days after the written notice is postmarked, whichever is later.

2. NON-APPROPRIATION. NOTWITHSTANDING ANY PROVISION OF THIS CONTRACT TO THE CONTRARY, THIS CONTRACT MAY BE TERMINATED BY EITHER PARTY IN THE EVENT SUFFICIENT FUNDS FROM THE COUNTY, STATE, OR FEDERAL SOURCES ARE NOT APPROPRIATED, OBTAINED AND CONTINUED AT LEAST AT THE LEVEL RELIED ON FOR THE PERFORMANCE OF THIS CONTRACT; AND THE NON-APPROPRIATION OF FUNDS DID NOT RESULT FROM ANY ACT OF BAD FAITH ON THE PART OF THE COUNTY. IN THE EVENT OF SUCH TERMINATION, CONTRACTOR SHALL BE ENTITLED TO PAYMENT, DETERMINED ON A PRO-RATA BASIS, FOR SERVICES SATISFACTORILY PERFORMED.

3. Contractor Default.

a. Reasons For Default. Unless cured or excused by the occurrence of an uncontrollable circumstance, each of the following shall constitute default on the part of the Contractor:

1) Loss of License. Notwithstanding any provision in this Contract to the contrary, the Contractor's loss of applicable licensure shall be cause for termination of this Contract effective the date such license is lost.

2) Client Safety. Notwithstanding provisions in this Contract to the contrary, this Contract may be terminated by the Agency through the Agency for any of the following reasons:
a) upon receipt by the Agency of a report of maltreatment to a vulnerable adult, as defined in Minn. Stat. § 626.5572, subd. 15, who is a client of the Contractor, which meets the standard of a substantiated or inconclusive report under Minn. Stat. § 626.5572, subd. 19 or subd. 11, respectively, and the Contractor does not make necessary changes to remedy the matter to the satisfaction of the Agency;

b) upon receipt by the Agency of a report of maltreatment to a child, as defined in Minn. Stat. § 626.556, subd. 10(e)(f), which meets the standard of a determination of maltreatment under Minn. Stat. § 626.556, subd. 10(e), and the Contractor does not make necessary changes to remedy the matter to the satisfaction of the Board;

c) upon receipt by the Agency of a report that meets the standard that child or adult protective services are needed under Minn. Stat. § 626.556, subd. 10e, and subd. 10e(g), or § 626.557, subd. 10(a), respectively, and the Contractor does not make necessary changes to remedy the matter to the satisfaction of the Agency; or,

d) the Agency through the Agency determines that the action or inaction of the Contractor has otherwise endangered the safety or well being of any client.

Contract termination under Section II.I.3.a.2 of this contract shall occur on the date specified in a written notice provided to the Contractor by the Agency through the Agency, and may occur immediately upon the Contractor’s receipt of said notice.

3) Other Circumstances. Notwithstanding any provision in this Contract to the contrary, this Contract may be terminated by the Agency if the Agency determines:

a) The Contractor is financially insolvent whether by bankruptcy, receivership, or other indicia that Contractor cannot meet its financial obligations;

b) The Contractor made material misrepresentations to the Board or Agency;
c) The Contractor failed or will fail to fulfill any material provision of this Contract. The Contractor shall make every reasonable effort to maintain staff, facilities, and equipment to deliver services pursuant to this Contract. The Contractor shall notify the Agency through the Agency in writing whenever the Contractor is unable to, or reasonably believes it is going to be unable to, render the agreed upon quality and/or quantity or services. Such notice shall be made by regular U.S. mail, or personal delivery to the Authorized Representative of the other party as defined in Section II.1.4. of this contract. Upon such notice the Agency shall determine whether such inability requires a modification or termination of this Contract.

d) The Contractor made changes in policy or staff which, in the sole discretion of the Agency compromise the quality of services rendered;

c) The Contractor is out of compliance with any material regulation or licensing requirement, or any applicable policy of the Commissioner or the Agency, or persistently disregards laws, ordinances, rules regulations or orders of any public authority, and has not made necessary changes to remedy the matter to the satisfaction of the Agency.

b. Written Notice of Default. Unless a different procedure and/or effective date is provided within the specific article or paragraph of this Contract under which the default, failure, or breach occurs, no event shall constitute a default giving rise to the right to terminate unless and until written Notice of Default is given to the defaulting party, specifying the particular event, series of events, or failure constituting the default and cure period. Notice of default shall be made by regular U.S. mail, or personal delivery to the Authorized Representative of the other party as defined in Section II.1.4. of this contract.

c. Cure Period. If the party in default fails to cure the specified circumstances as described by the Notice of Default within ten (10) days, or such additional time as may be specified in the Notice of Default or under the terms of this Contract, then the whole or any
part of this Contract may be terminated by written Notice of Termination.

d. Withholding of Payment. Notwithstanding any other provision of this Contract the Agency may, after giving Notice of Default, withhold, without penalty or interest, any payment which becomes due after Notice of Default is given, until the default is excused or cured, or the Contract is terminated.

4. Written Notice of Termination. Notice of termination shall be made by certified mail, receipt requested or personal delivery to the Authorized Representative of the party. For the purpose of written notices of default or termination, the Authorized Representative of the Agency shall be the Contract Manager, and the Authorized Representative of the Contractor shall be Julie Nybakke Hanenberg or his/her successor.

5. Duties of Contractor upon Termination. Upon delivery of the Notice of Termination, and except as otherwise provided, the Contractor shall:

   a. Discontinue performance of this Contract on the date and to the extent specified in the Notice of Termination;
   
   b. Immediately notify all clients who are receiving services pursuant to this Contract;
   
   c. Cancel all orders and subcontracts to the extent that they relate to the performance canceled by the Notice of Termination;
   
   d. Complete performance of such terms as shall not have been canceled by the Notice of Termination;
   
   e. Return all County property in their possession within seven (7) calendar days to the extent that it relates to the performance canceled by the Notice of Termination.

6. Duties of Agency upon Termination. Upon delivery of the Notice of Termination, and except as otherwise provided, the Agency:

   a. Shall make, within thirty (30) calendar days of receiving final bill pursuant to Section II.1.7.b. of this contract, final payment for any services satisfactorily provided up through the date of termination in accordance with the terms of this Contract:
b. Shall not be liable for any services provided after Notice of Termination, except as stated above or as authorized by the Agency in writing.

7. Effect of Termination.

a. Liability and Rights. Termination of this Contract shall not discharge any liability, responsibility or right of any party which arises from the performance of or failure to adequately perform the terms of this Contract prior to the effective date of termination. Nor shall termination discharge any obligation which by its nature would survive after the date of termination, including by way of illustration only and not limitation, standard assurances contained in the Contract Appendix.

b. Billable Service. Services rendered in accordance with this Contract after receipt of a notice of termination, but prior to the termination date, may be billed by the Contractor, if billed no more than thirty (30) days after the termination date.

c. Service Delivery. Unless the Board through the Agency directs otherwise, the Contractor shall continue to provide services in accordance to this Contract until the termination date. The Contractor shall not render any services on or after the termination date.

J. Disputes, Rights, Remedies and Waivers.

1. Disputes

a. Contract Manager Authority. Except as otherwise provided in this Contract or applicable law, any dispute concerning a question of fact arising under this Contract which is not disposed of by negotiation and agreement shall be decided by the Contract Manager, who shall reduce the decision to writing and provide a copy of such to the Contractor. The decision of the Contract Manager shall be final and conclusive unless within thirty (30) calendar days from the date of receipt of such copy the Contractor shall make written request for reconsideration to the Administrator of the Agency. Pending reconsideration by the Administrator under this Contract, the Contractor shall proceed diligently with the performance with this Contract in accordance with the Contract Manager's decision.
b. Administrator's Review, Reconsideration and Final Decision.
Within thirty (30) calendar days after receiving a request for reconsideration, the Administrator of the Agency or the Administrator’s designee (but not the Contract Manager) shall conduct a review of the question giving rise to the dispute and give reconsideration to the decision of the Contract Manager. In connection with such review and reconsideration, the Contractor shall be afforded an opportunity to be heard.

c. Upon completion of such review, the Administrator of the Agency shall reduce the decision made upon reconsideration to writing and provide a copy thereof to the Contractor and the Contract Manager. The decision(s) of the Administrator after reconsideration shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence.

2. Rights Cumulative. All remedies available to either party under the terms of this Contract or by law are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

3. Waiver. A waiver regarding any default shall not constitute a waiver for any subsequent default. A waiver regarding any breach of any provision of this Contract shall not be construed as a modification of the terms of the Contract.

K. Lead County Contract. This Contract may be accessed as a lead county contract under applicable law and rules of the Minnesota Department of Human Services. All local agencies that purchase services from Contractor shall abide by the terms of this Contract. Such local agencies shall be financially responsible under the terms of this Contract for those clients they refer to the Contractor for services. The Agency shall monitor the terms of this Contract and shall make available, upon request of other agencies, copies of this Contract.

L. Modifications. Any material change, alteration, or other modification of this Contract shall not take effect until after said modifications is reduced to a written addendum to this Contract and signed by all parties.

M. Data Privacy.
1. All data collected, received, maintained, created, or disseminated, or used for any purpose in the course of the Contractor’s performance of this Agreement shall be governed by: the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, hereafter referred to as "the
Act, any other Minnesota Statute and Minnesota Rules implementing the Act now in force or hereafter adopted, and, applicable federal laws and regulations on data privacy. The Contractor agrees to strictly abide by the Act, other applicable Statutes, Rules, regulations and policies governing data practices as they are now and as they may be amended.

N. Entire Agreement. With respect to the services stated in this Contract, the Contract represents the entire agreement between the Contractor and Agency, and supersedes all previous agreements between the parties, as well as any written agreements or Contracts presently in effect.

O. Signing Authority. The person executing this Contract on behalf of a party to this Contract, represents and warrants that they are duly authorized by that party to do so, and that his Contract is a valid and binding obligation of that party.

P. Contractor Debarred. The person executing this Contract on behalf of the Contractor does certify that the Contractor and its Principals:

1. Are not presently debarred, suspended, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local government department or agency;

2. Have not within a three year period preceding this Contract: a) been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining or performing a public contract, b) violated any federal or state antitrust statutes, or c) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by any governmental agency for: a) the commission of fraud or a criminal offense in connection with obtaining or performing a public contract, b) the violation of any federal or state antitrust statutes, or c) committing embezzlement, theft, bribery, falsification of records, making false statements or receiving stolen property; and

4. Shall immediately give written notice to the Contract Manager should Contractor or any of its Principals come under investigation for allegations of any of the following.

For the purpose of this Paragraph P., the term "Principals" means officers, directors, owners, partners and persons having primary management or supervisory responsibilities within a business entity.
IN WITNESS WHEREOF, the Board and the Contractor have executed this Contract.

Date: ____________________________
ATTEST:

By: ________________________________
Chair Mille Lacs County Board

Date: ____________________________
By: ________________________________
Julie Nybakke Hanenberg
Lighthouse Child & family Services
Contract Appendix
Mille Lacs County

I  Non-Discrimination

During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status, or public assistance status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without unlawful discrimination. Such action shall include, but not be limited to the following, employment; upgrading; demotion or transfer; recruitment or recruitment training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which set forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, disability, sexual orientation, marital status, or public assistance status.

No funds received under this Contract shall be used to provide religious or sectarian training or services.

The Contractor shall comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:


2. Civil Rights Act of 1964, Executive Order 11246, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex, or national origin.

3. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701, et seq. and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to, or participation in, federally-funded services or employment.

5. The Equal Pay Act of 1963, as amended, 29 U.S.C. § 181.66 through § 181.71, which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.

6. Minnesota Statute Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or age. Contractor shall provide a current certificate of compliance issued by the Commissioner of Human Rights pursuant to Minnesota Statute § 363A.36, if applicable.

7. Minnesota Statute § 181.59, which prohibits discrimination against any person by reason of race, creed, color in any state or political subdivision contract for materials, supplies or construction: Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the contract.

8. The Job Training Partnership Act of 1982, as amended and JTPA regulations which prohibit discrimination under any program funded in whole or in part with JTPA funds because of race, color, religion, sex, national origin, age, handicap, sexual orientation or political affiliation or beliefs. Although certain restrictions apply, generally persons cannot be denied participation in a JTPA simply because of their citizenship.

II Records Disclosure/Audit/Retention

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

Contractor shall also comply with the following financial requirements:

1. Use pre-numbered accounting documents for internal control over receipts, checks, and other related documents;

2. Segregate responsibilities: i.e. the person reconciling the bank statements shall not be the same person that handles receipting of cash:
3. Provide a statement indicating who is authorized to sign checks and checks shall not be signed by a signature stamp;

4. Reconcile bank statements on a monthly basis;

5. Provide annual verification of paid payroll taxes, unemployment taxes, and worker's compensation taxes; and

6. Annually submit an audited financial statement with a corresponding management letter upon request.

III Workers Health, Safety and Training

Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under the Contract. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Contractor shall ensure that all personnel of Contractor and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks the personnel are engaged in under this Contract. Contractor shall comply with the "Occupational Safety and Health Act" and the "Employee Right to Know Act", Minnesota Statute '182.65, et seq. where applicable.

IV Data Privacy

All data created, collected, received, stored, used, maintained or disseminated by Contractor in performing the contract shall be subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statute Ch. 13, and the Minnesota Rules implementing the Act now in force or hereafter adopted, as well as federal laws on data privacy. The Contractor shall strictly comply with these statutes and rules as if it were a government entity provided that there shall be not duty on the part of Contractor to provide access to public data to the public if the public data are available from the County, except as otherwise required by the terms of the Contract. All subcontracts shall contain the same or similar data practices compliance requirements. The person employed by the Contractor to ensure compliance with the Minnesota Government Data Practices Act shall be Contractor's authorized representative, unless the Contractor's responsible authority is specified in the Contract, pursuant to Minnesota Statute § 13.46, subd. 10(a)(4). The remedies available in Minnesota Statute § 13.08 apply to the Contractor.

V Appeals

The Contractor shall assist the County in complying with the provisions of Minnesota Statute § 256.045, Administrative and Judicial Review of Human Service Matters.
VI Reporting

Contractor shall comply with the provisions of the “Child Abuse Reporting Act,” Minnesota Statute § 626.556, as amended, and the “Vulnerable Adult Reporting Act,” Minnesota Statute § 626.557, as amended, and any rules promulgated by the Minnesota Department of Human Services, implementing such Acts.

VII Third-Party Beneficiary

Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary and as a third party beneficiary, is an affected party under this Contract. Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or sue Contractor for any appropriate relief in law or equity, including but not limited to, rescission, damages or specific performance of all or any part of the Contract between the County Board and Contractor. Contractor specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to, and may recover from Contractor, reasonable attorney’s fees and cost and disbursements associated with any action taken under the paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party of the Contract or any other third party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity. (Minnesota Statute § 245.466, subd. 3; Minnesota Rule 9525.1870, subd. 2).

VIII Psychologist

Contractor has and shall continue to comply with the provisions of Minnesota Statute Ch. 604.20, et. seq., as amended, with regard to any currently or formerly employed psychologist and/or applicants for psychologist positions.

IX Independent Contractor Status

It is agreed by and between the parties to this contract that at all times and for all purposes hereunder, the Contractor is an independent contractor and not an employee of the county. No statement contained in this contract shall be construed so as to find the contractor to be an employee of the county, and the contractor shall be entitled to none of the rights, privileges, or benefits of county employees except as otherwise may be stated herein.

X Indemnification and Liability

Contractor shall indemnify, hold harmless and defend the County of Mille Lacs, its officers, agents, commissioners, and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney’s fees which the County, its officers, agents, commissioners, and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of:
1. Any negligent or willful act of omission of Contractor, its agents, servants, officers, subcontractors, assignees, or employees, in the execution, performance, or failure to adequately perform Contractor's obligations pursuant to this Contract which causes bodily injury, death, personal injury, property loss or damage to another; or

2. Bodily or personal injury, death, or property loss or damage to any applicant or eligible recipient either while participating in or receiving the care and services to be furnished under this Contract, or while on premises owned, leased, or operated by Contractor, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by Contractor or any officer, agent, subcontractor, assignee, or employee thereof; or

3. Any applicant or eligible recipient causing injury to, or damage to the property of another person during any time when Contractor or any officer, agent, subcontractor, assignee, or employee thereof has undertaken or is furnished the care and services called for under this Contract; or

4. Any claim or cause of action in equity or for damages arising out of employment or alleged employment by Contractor or discrimination in Contractor's employment practices.

5. It is understood and agreed that the County's liability shall be limited by the provisions of Minnesota Statute Ch. 466 (Tort Liability, Political Subdivision) or other applicable law.

XII Insurance Requirements

Contractor further agrees that in order to protect itself as well as the County under the indemnity provisions set forth above, it will at all times during the term of this Contract keep in force the following insurance protection in the limits specified:

1. A general liability insurance policy, written on an Occurrence basis, with limits for Bodily Injury and Property Damage in an amount not less than $1,500,000 for each occurrence, $1,500,000 Personal Injury and Advertising Injury for each occurrence, $4,000,000 Aggregate limit for Product Liability and Completed Operations liability claims and $4,000,000 Aggregate for any number of claims. Such policy shall include Contractual liability coverage protecting the County, its commissions, officers, agents, and employees by specific endorsement or certificate acknowledging the contract between Contractor and County, naming the County as an additional insured.

2. An Automobile liability insurance policy, if applicable, written on an Occurrence basis, in an amount not less than $1,500,000 per accident for property damage and $500,000 for bodily injury and/or damages to any one person or a combined
single limit of $1,500,000 for total bodily injuries and/or damages from any one occurrence, covering Contractor-owned, and non-owned and hired vehicles used regularly in the provision of services under this agreement. Such policy shall include the County, its commissioners, officers, agents, and employees as additional insureds.

3. A Worker’s Compensation insurance policy with limits as required by Minnesota Statute Section 176.182 including Employees Liability coverage with limits not less than $100,000 each accident, for Bodily Injury by Accident, $100,000 each employee for Bodily Injury by disease and a $500,000 total policy limit for Bodily Injury by Disease.

4. An umbrella or excess liability policy, written on an occurrence basis, may be used in conjunction with primary coverage limits to meet the above requirements. Such policy shall include the County, its commissioners, officers, agents, and employees as additional insureds.

5. All insurance shall be placed with insurers with a current A.M. Best Rating of no less than A:VII.

6. Unemployment Compensation Insurance as required by law.

7. Prior to the effective date of this agreement and before work commences, Contractor shall provide evidence of all required coverage by furnishing an original Certificate of Insurance to the appropriate County Representative. Such Certificate shall be signed by a person authorized by the insurer to bind coverage, and shall provide a minimum of 60 days advance written notice of intent to cancel, suspend or reduce coverage.

8. The County may withhold payments for failure of Contractor to furnish proof of insurance coverage or to comply with the insurance requirements as stated above.

XII Non-Assignment and Subcontracting

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

XIII Conflict of Interest

Contractor guarantees that no officer, employee, owner, agent, subcontractor, or assignee shall have any interest in and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with performance of this contract.
XIV Income Tax Withholding Certificate

Pursuant to Minnesota Statute § 270C.66, final payment under this contract will be withheld until the contractor furnishes the County with proof that payments have been made of all outstanding withholding taxes, penalties and interests. Proof shall be in the form of a certificate issued by the Commissioner of Revenue.

XV Personnel (Employees and Subcontractors) of the Contractor

The Contractor shall not be an individual, employ or subcontract with an individual, or use as a volunteer an individual who:

1. Has a conviction of, has admitted to, has an adjudication of delinquency for, has been charged with, is awaiting trial for, or there is substantial evidence indicating that the individual has committed:
   a. an act of physical abuse or sexual abuse as defined in Minnesota Statute § 626.556 (Reporting of Maltreatment of Minors); and/or
   b. an act of abuse as defined in Minnesota Statute § 626.5572 (Reporting of Maltreatment of Vulnerable Adults).

2. Has a conviction of, has admitted to, has an adjudication of delinquency for, has been charged with, is awaiting trial for, or a preponderance of the evidence indicates that the individual has committed:
   a. neglect as defined in Minnesota Statute § 626.556 or 626.5572 or abuse that is non-therapeutic conduct or illegal use of person or property as defined in Minnesota Statute § 626.5572.

XVI Disabilities Act


XVII Survival Clause

Any section of this Agreement that by its terms contemplates or requires continuing effect following termination of this Agreement shall survive such termination. Specifically, and without limitation, Section II, IV, V, X, and XIV.
Appendix A: Service Descriptions and Payment Rate per service.

Standard Diagnostic Assessment: $140.00/hour (Adult and Children 6-18)
Evaluation conducted by a MH Professional to determine a mental health diagnosis and treatment needs based on medical necessity.

DC 0-5/Extended Diagnostic Assessment: $450.00/hour (Children/Family 0-4)
Evaluation conducted by a MH Professional to determine a mental health diagnosis and treatment needs based on medical necessity. This evaluation is targeted toward children ages birth through 4 years of age.

Individual/Family Therapy 30 min: $79.00/.5 hr (Adult and child/ado!.)
Mental health therapy provided on an individual basis which is based on the individual’s diagnosis and treatment goals.

Individual/Family Therapy 45 min: $105.00/.75hr (Adult and child/ado!.)
Mental health therapy provided on an individual basis which is based on the individual’s diagnosis and treatment goals.

Individual/Family Therapy 60 min: $159.00/hour (Adult and child/ado!.)
Mental health therapy provided on an individual basis which is based on the individual’s diagnosis and treatment goals.

Skills (Individual) 60 min: $54.00/hour
Service provided to an individual by a Mental Health Practitioner to address deficient skills that are a result of a mental health diagnosis. Mileage will be charged at the 2018 IRS rate.

Skills (Family) 60 min: $70.00/hour
Service provided to an individual/family by a Mental Health Practitioner to address deficient skills that are a result of a mental health diagnosis. Mileage will be charged at the 2018 IRS rate.

Dialectical Behavior Therapy $190.60/DBT group session/client $168/individual DBT therapy
Dialectical behavior therapy (DBT) is a treatment approach provided in an intensive outpatient treatment program (IOP) using a combination of individualized rehabilitative and psychotherapeutic interventions. A DBT IOP program involves individual therapy, group skills training, telephone coaching, and consultation team meetings.

Travel: Mileage will be charged at $0.55 per mile.
Clinical Reflective Supervision of Mental Case Management: $90.00/hour

To provide clinical oversight of the delivery of mental health case management services, as required by MHCP standards. The clinical supervisor will review and determine the clinical appropriateness of the supervisee’s “individual service delivery,” as defined by MHCP standards, with respect to the client’s identified mental health condition. The clinical supervisor is not responsible for the direct-line management of the supervisee’s workflow, nor is the clinical supervisor responsible for the supervisee’s performance management. Administrative supervisor of mental health case management is the responsibility of the Agency, through an Agency-employed Supervisor or designee. It is expected that the Agency Clinical Supervisor and the Agency Supervisor will have established an understanding regarding the points at which a supervisee’s service delivery must involve communication and coordinated actions between these two supervisors. To be determined and maintained by the Agency; to be completed as requested by the Agency consultant.

Mental Health Consultant: $90.00/hour

To represent the mental health perspective in multidisciplinary teams, groups, and other Agency functions where this representation is required to meet an applicable or where such involvement meets an internal standard of best practice. The nature of this service is consultative/advisory and is indirectly delivered (e.g., is not a professional mental health service delivered directly to a client). Examples of this service include but are not limited to: placement screening teams, family support teams, child welfare review teams, pre-petition screening teams, and a various service design and delivery planning teams.

Supervised Parenting Time *See sliding fee scale below

These services range from observation to family skills training. All parties are to be seen and heard at all times. All actions and conversations are observed and often documented. Staff will be respectful and remain as unobtrusive as possible yet always be in a position to see and hear what is going on. Parents are responsible for their child(ren) during the visit. All activities and records will be kept confidential. (If a child is on the CTSS Skills Service and it is appropriate, Supervised Parenting Time could possibly turn into Family Skills Training and the cost at that time would be billed to the child(ren)’s insurance).

*Sliding Fee Scale: The sliding fee scale is based on income, as provided by 3 most recent pay stubs and the Federal Poverty Guidelines. Cost per hour for 3 or fewer children.

Appointments, for such service, that are cancelled by either the social worker, the family or are a no show by the parent; will be billed a total of one hour to be paid by Agency.
<table>
<thead>
<tr>
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<th>Family Cost</th>
<th>County Cost</th>
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<tr>
<td>Below 100%</td>
<td>$10.00</td>
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<td>100%-125%</td>
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<td>Above 200%</td>
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1 FTE CSP Worker: $65,000/maximum annual budget

1. **Program Description:**
   The Community Support Program (CSP) is a full range of services including client outreach, medication monitoring, assistance in independent living skills, development of employability and work related opportunities, crisis assistance, psychosocial rehabilitation, housing support services and help in applying for government benefits.

   **A.** CSP are community-based services designed to enable individuals with serious mental illness and co-occurring conditions to maintain maximum adjustment and functioning, with the goal of being integrated into the normal living, working, learning and leisure time activities of the community. Service modality is principally psycho education, i.e., structured individual and group activity designed to teach functional and coping skills to remEDIATE client specific, disability-related deficits.

   **B.** Lighthouse Child and Family Services will focus on integrating Evidence Based Practices into services, and the CSP staff is expected to be competent in offering the Illness Management and Recovery program and motivational interviewing skills. Lighthouse Child and Family Services shall operate on a strength-based model with consumers and encourage, support and help develop peer support opportunities.

   **C.** The Community Support Program (CSP) staff for each County will be a minimum of one Full Time Equivalent (FTE) worker to provide CSP services to 25 to 30 adults with a productivity expectation of 30 billable hours of service a week.
D. **County Social Service referrals** will be given priority, but outside referrals will be accepted as well if caseload/workload allows. Admission to billable services will be determined by Lighthouse Child and Family Services staff based on state medical assistance criteria.

E. The Lighthouse Child and Family Services CSP worker shall maintain the same record keeping standards for CSP services as other mental health services, that is, each clinical chart must contain a current Diagnostic Assessment, Individual Treatment Plan, Functional Assessment and Crisis plan with the first thirty days of service.
Title of Item for Consideration: Approve CY2020 Brass Contract

Request Sales Tax Resolution

Regular Agenda – Estimate Time Needed: ______ minutes

☐ Approve/Deny Motion ☐ Discussion Item
☐ Direction Requested ☐ Hold Public Hearing*
☐ Presentation of Information

*provide sample notice that will run in paper

Regular Agenda – Estimate Time Needed: ______ minutes

Submitted by: Char Kohlgraf
Department: CVS

Who will attend the meeting and be able to respond to questions? Give name and title: Char Kohlgraf/Disability Services Supervisor

Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates):

CVS has a need for intermittent, secure transport from an outside source when transports do not fall within the Mille Lacs County Sheriff’s Office transport guidelines. Often times these transports occur with little notice and development of a client specific contract each time is not feasible.

Alternatives/Options/Comments:

Recommended Action/Motion:
Approve and sign contract.

Financial Impact:
Is there a cost associated with this request? ☑ Yes ☐ No
What is the total cost, including tax and shipping? $Varies up to $5000.
Are funds available in the budget? ☑ Yes ☐ No If no, please explain:

Additional Information Attached:

☑ Contract/Agreement
Approved by County Attorney’s Office: ☑ Yes ☐ No If no, please explain: Pending CA Review

☐ Minutes of Relevant Meeting(s)
☑ Background Information (such as price quotes, etc.)

2020 Contract for Services

Board action: (for use by Recording Secretary)

☐ Approved ☐ Denied ☐ Tabled:
PURCHASE OF TRANSPORTATION SERVICE AGREEMENT

The Mille Lacs County Board of Commissioners, hereafter referred to as the "County", 635 2nd Street Southeast, Milaca, Minnesota 56353, and B.R.A.S.S. Security L.L.C. 11551 103rd Ave NE Foley, MN 56329 hereafter referred to as "Contractor", hereby enter into this agreement for the period of January 1, 2020 until December 31, 2020; until the transportation services required by this agreement have been delivered; or, until such time the agreement is terminated under the terms of this agreement whichever date occurs first.

WITNESSETH

WHEREAS, The Contractor is an organization approved by the Minnesota Department of Transportation and is presently providing public transportation to persons; and

WHEREAS, The County pursuant to Minnesota Statute section §373.01, §373.02 (Counties Powers) wishes to purchase such program services from the Contractor; but the County is not obligated to purchase any services; and

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

WHEREAS, The County and the Contractor according to Minnesota Statute 256.0112 subd 6 (Grants and Purchase of Service Contracts), understands that this contract serves as a Host County Contract for services purchased from financially responsible agencies of other counties; but is limited to the utilization of public funding and prohibits the use of this contract for services purchased by a Health Maintenance Organization (HMO) or a subcontractor of an HMO, unless approved in writing by the department.

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

1. **Contractor's Duties:**

   a. The Contractor agrees to provide the intermittent, secure transportation services for various clientele at the request of Mille Lacs County.

   b. The Contractor shall obtain the insurance, licenses and permits required by State and Federal laws and regulations and any required by this Agreement. The Contractor shall pay all charges, fees, and taxes, and give all notices necessary and
incidental to the due and lawful prosecution of the work. If requested by the County, the Contractor shall provide the County with evidence of compliance with the insurance, permit, license, notice, and tax requirements.

c. Comply with all provisions of the Child Abuse Reporting Act, MN Statute§626.556 as mandated.

2. Cost and Delivery of Purchased Services:

a. The total cost for providing services required by this agreement are: $0.45 a mile (loaded and unloaded miles) and $18.00 per hour per transport personnel. The Contractor shall not charge any other program or service fee to any recipient of services provided under this Agreement.

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

c. The County's Authorized Representative for the purpose of administration of this contract is the Mille Lacs County Administrator or the Administrator's Designee. Such Representative shall have final authority for acceptance of the Contractor's services; and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to procedures herein. The Contractor’s current authorized Representative for the purpose of administration of this contract is B.R.A.S.S. Security L.L.C. Manager Daniel Berg.

3. Payment for Purchased Services:

a. Certification of expenditures: The Contractor shall, within ten (10) working days following providing the services required by this Agreement, submit an invoice to the Department at their accounting office address. The invoice shall identify service(s) provided, the date such services were provided and information identifying the actual person who provided the transportation services purchased by this agreement.

b. False Claims Act: The provisions of the Minnesota "False Claims Against the State" Act (Minnesota Statutes Chapter 15C) apply to the Contractor's actions under this Contract. The Contractor certifies or affirms the truthfulness and accuracy of any statement it made in connection with the Award of this Contract, and certifies or affirms that it will not make or use a false or fraudulent claim, statement, or record in connection with the performance of this Contract. For the purpose of this section, claim is defined in MN Statute section§ 15C.01 subd. 2 (including a claim presented against the state or a political subdivision).

c. Payment: The Department shall, within 30 days of the date of receipt of the invoice described in this paragraph, make payment to the Contractor at their accounting office address.
4. **Audit and Record Disclosures:**

   a. Pursuant to MN. Stat.§ 16C.05, Subd. 5 (or as amended), a contract or any pass through disbursement of public funds to a vendor of goods or services or a grantee made by or under the supervision of the commissioner or any county or unit of local government must include, expressed or implied, an audit clause that provides that the books, records, documents, and accounting procedures and practices of the vendor or other party, that are relevant to the contract or transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years.

5. **Safeguard of Client Information:**

   a. The use or disclosure by any party of information obtained by Contractor, or Contractor's Agent, in violation of any rule of confidentiality provided for in Laws of Minnesota, including MN. Stat. Chapter§ 13, MN. Stat.§ 148E.230, or for any purpose not directly connected with the County's or Contractor's responsibility with respect to the purchased services hereunder is prohibited except on written consent of such eligible client, the client's attorney or the client's responsible parent or guardian. Contractor's Designated Contact Person is the responsible authority in charge of all data collected, used or disseminated by the Contractor in connection with the performance of this contract. See Minnesota Statutes section § 13.46, subdivision 10.

   b. **HIPAA Protocol:** The Contractor provides assurances to the County that it will comply with Health Information Portability and Accountability Act (HIPAA), Title 42 of the United States Code, requirements necessary to protect any individual identifying health information (IIHI) obtained by Contractor.

   Use and disclosure will require that all IIHI be:

   A. Appropriately safeguarded;

   B. Any misuse of IIHI will be reported to the Department;

   C. Secure satisfactory assurances from any subcontractor;

   D. Grant individuals access and ability to amend their IIHI;

   E. Make available an accounting of disclosures; release applicable records to the County or Department of Human Services if requested; and

   F. Upon termination, return or destroy in accordance with conventional record destruction practices.
6. Bonding, Indemnity, Insurance:

   a. Each party shall be liable for its own acts to the extent provided by law. The Contractor shall indemnify, hold harmless and defend the County, its officials, agents, and employees of the County against any and all liability, losses, costs, damages, expenses, claims or actions including attorney's fees, which the County, its officials, agents or employees of the County may hereafter sustain, incur or be required to pay, arising out of or by reason of any negligent act or omission of the contractor, its officials, agents or employees, in the execution, performance or failure to adequately perform the Contractor's obligations pursuant to this agreement.

   b. Insurance: Insurance coverage(s) required by this Agreement shall at no time fall below limits set forth in MN Statute § 3.736 and § 466.04. The Contractor further agrees, in order to protect itself as well as the County, and their Commissioners, officers, employees, and agents under the indemnity agreement provision set forth above, to at all times during and after the term of this agreement have and keep in force any additional insurance as described by the statutes referenced in this section.

   c. All rights and remedies provided to County under this section shall be cumulative and in addition to any other rights or remedies available to County under this Contract, at law or in equity. The County may exercise all such rights and remedies separately or in conjunction with one another with such frequency and in such a manner as the County, in its sole discretion, deems necessary. Failure by County to exercise any or all rights or remedies available to it shall not be deemed a waiver of such rights or remedies. Waivers shall be made, if at all, in writing to be effective.

7. Conditions of the Parties' Obligations:

   a. This agreement may be canceled by either party at any time, with or without cause, upon 30 days notice, in writing, delivered by mail or in person. The County reserves the right to suspend or terminate this agreement if the Contractor violates any of the terms or conditions of this agreement or does not fulfill in a timely and proper manner its obligations under this agreement as determined by the County. In the event that the County exercises its right of suspension or termination under this Paragraph, it shall submit written notice to the Contractor, specifying the extent of such suspension or termination under this Paragraph, the reasons therefore, and the date upon which such suspension or termination becomes effective. Upon receipt of such notice, the Contractor shall take all actions necessary to discontinue further commitments of funds to the extent that they relate to the suspended or terminated portions of
this Agreement.

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

c. No claim for services furnished by the Contractor not specifically provided in the agreement, will be allowed by the County, nor shall the Contractor do any work or furnish any material not covered by the agreement, unless this is approved in writing by the County. Such approval shall be considered to be a modification of the agreement.

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

8. Subcontracting:

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

9. 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 Contractor and any County social services Department relating to the subject matter hereof.

10. Contractor Debarment Suspension and Responsibility Certification:

Federal Regulation 45 CFR 92.35 prohibits the State/County from using Federal money to purchase goods or services from vendors who have been suspended or debarred by the federal government. Minnesota Statute Section 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/County. Vendors may be suspended or debarred when it is determined through a duly authorized hearing process that they have abused the public trust in a serious manner.

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

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from the transacting business by or with any federal, state or local government or agency; and
b. Have not within a three-year period preceding this contract

1) Been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract;
2) Violated any federal or state antitrust statutes; or
3) Committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:

1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction;
2) violating any federal or state antitrust statutes; or
3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

d. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this contract are in violation of any of the certifications set forth above.

e. Shall immediately give written notice to the Contracting Officer of the County and Contractor, should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing, a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

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

11. **Independent Contractor**

It is agreed that nothing within this contract is intended, or should be construed in any manner, as creating or establishing the relationship of co-partners between the parties or as constituting the Contractor as the agent, representative, or employee of the County administering this agreement for any purpose or in any manner whatsoever. The Contractor is to be, and shall remain, an Independent Contractor with respect to all services performed under this agreement.
The Contractor will secure, at its own expense, all personnel required in performing services under this agreement. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required by the contractor under this agreement shall have no contractual relationship with the County administering this agreement and shall not be considered employees of the County administering this agreement.

12. 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 this Agreement by the Contractor. The County may withhold any payment to the Contractor for purpose of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

13. Entire Agreement/Merger

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

14. Force Majeure

The County shall not be liable to the Contractor or any other party for any loss or damage resulting from a delay nor failure to perform due to unforeseen acts or events outside the County's reasonable control. Such acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

15. Default by Contractor

Unless cured by Contractor or excused, in writing by the County, each of the following shall constitute default on the part of the Contractor: 1. A written admission by the Contractor that it is bankrupt; the filing by the contractor of a voluntary petition under the Federal Bankruptcy Act; or the filing of an involuntary petition under the Federal Bankruptcy Act against the Contractor unless dismissed within ninety (90) calendar days; 2. The making of any arrangement with or for the benefit of the Contractor’s creditors involving an assignment to a trustee, receiver, of similar fiduciary; 3. The making of material misrepresentations either in the documents attached to this Contract or in any other material provision or condition relied upon in the making of this Contract; 4. The disregarding by Contractor of laws, ordinances, rules, regulations or orders of any public authority; and, 5 Contractor's failure to perform any other material provision of this contract.
16. **Cumulative Rights**

All remedies available to the County under the terms of this Agreement or by law are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

17. **Waiver**

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by an authorized representative of the County and the Contractor. The acceptance by the County of any non-conforming services under the terms of this Agreement or the foregoing by the Agreement 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.

18. **Damages**

Duty to Mitigate: Contractor shall use their best efforts to mitigate any damages that might be suffered by reason of any event giving rise to a remedy under the terms of this Agreement. Breach: Notwithstanding any other provision of this Agreement to the contrary, upon breach of this contract by the Contractor, the County may withhold final payment due the Contractor until such time as the exact amount of damages due, if any, is determined.

19. **Severability**

The provisions of this Agreement shall be deemed 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 unless the County determines the part or parts that are void, invalid or otherwise unenforceable to substantially impair the value of the entire Agreement.

20. **Amendments**

Any amendment(s) or change(s) made to the terms of this Agreement must be in writing and will not be effective until it has been either (1) executed or approved by the same parties, or their successors in office, who executed and approved the original Agreement, or (2) executed and approved by persons designated by the parties to this Agreement.
21. **Venue and Jurisdiction**

The law of the State of Minnesota will govern this Agreement. Proper venue and jurisdiction for all lawsuits, claims, disputes, and other matters in question between the parties to this Agreement or any breach thereof shall be in the courts of the County of Mille Lacs in the State of Minnesota.

IN WITNESS THEREOF, the County and the Contractor have executed this agreement as of the day and year written:

____________________________
Chairperson, Mille Lacs County Board

____________________________
Owner, B.R.A.S.S.

____________________________
Date

____________________________
Date
**Title of Item for Consideration:**

**Consider CY2020 Lakeview Psychological Contract**

**Consent Agenda**

- [x] Approve/Deny Motion
- [ ] Information Only
- [ ] Schedule Public Hearing*

*provide sample notice that will run in paper

**Regular Agenda – Estimate Time Needed:** __ minutes

- [ ] Approve/Deny Motion
- [ ] Discussion Item
- [ ] Direction Requested
- [ ] Hold Public Hearing*
- [ ] Presentation of Information

*provide copy of hearing notice that was published

**Submitted by:** Char Kohlgraf

**Department:** CVS

**Who will attend the meeting and be able to respond to questions? Give name and title:** Char Kohlgraf/Disability Services Supervisor

**Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates):**

CVS purchases consultation from a mental health professional for purposes of Juvenile Screening Team, as well as intermittent psychological/diagnostic testing for adults and children. Without such a contract, CVS would not be able to utilize Lakeview Psychological for needed testing nor would we have a mental health professional collaborating when determining the need for out-of-home placements.

**Alternatives/Options/Comments:**

**Recommended Action/Motion:**

Approve and sign contract.

**Financial Impact:**

<table>
<thead>
<tr>
<th>Is there a cost associated with this request?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

| What is the total cost, including tax and shipping? | $Varies up to $8000. |

<table>
<thead>
<tr>
<th>Are funds available in the budget?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

If no, please explain:

**Additional Information Attached:**

| [x] Contract/Agreement
| Approved by County Attorney’s Office: | Yes | No |
| [x] Minutes of Relevant Meeting(s)
| [ ] Background Information (such as price quotes, etc.)

2020 Contract for Services

**Board action: (for use by Recording Secretary)**

- [ ] Approved
- [ ] Denied
- [ ] Tabled:
Agreement between Dr. Marlin Trulsen and Mille Lacs County
Period of Agreement: January 1, 2020 through December 31, 2020

This is an Agreement between Mille Lacs County, with the address of 635 2nd Street SE, Milaca, MN 56353 (hereinafter the "County") and Dr. Marlin Trulsen, Ph.D., L.P. with the address of (hereinafter the "Contractor").

WITNESSETH

WHEREAS, Minn. Stat. §§245.461 through 245.486 and Minn. Stat. §§245.487 through 245.488 establish the Minnesota Comprehensive Adult Mental Health Act and the Minnesota Comprehensive Children's Mental Health Act, respectively; WHEREAS, the County wishes to secure the provision of Psychological Testing services, and

WHEREAS, the Contractor, is suitably structured to provide Psychological Testing services; and

WHEREAS, pursuant to Minn. Statute Ch. 402, the County wishes to purchase such services from the Contractor; and

WHEREAS, Mille Lacs County wishes to serve as the Contracting Entity with the Contractor for its provision of Psychological Testing services.

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

SECTION 1.0 OBLIGATIONS OF CONTRACTOR

1.1 PROVISION OF SERVICES: Contractor shall provide uninsured or underinsured residents of the Mille Lacs County with Psychological services per host county agreement. Client's eligibility to receive such services will be mutually agreed upon by the County and the Contractor prior to providing such service; services shall not be provided to clients who are not determined to be eligible; Contractor shall determine fee for clients that have no third party insurance, including public programs on the sliding fee schedule. Clients will be eligible for sliding fee schedule when the applicable health plans including Medical Assistance, Medicare, Minnesota Care (or its successor program), PMAP or third party payers have denied payment or reached limitations. Appendix B is titled "Sliding Fee Schedule" and is based upon no fee for person below the poverty level and full fee for persons who earn 200% of poverty.

1.2 STANDARD OF PERFORMANCE: Contractor shall provide services in conformance with applicable laws and regulations and within accepted standards of professional practice; specifically, services shall conform to standards set forth in the MHCP Provider Manual as applicable to services.
1.3 CAPACITY: Contractor agrees to provide Enhanced Psychological services per the grant request approved by the AMHI, through action of its Governing Board. This request is hereby incorporated into this agreement by this reference.

1.4 PROGRAM LICENSURE: Contractor shall operate as a contracted vendor in compliance with Minnesota Department of Human Services Rules.

1.5 HIPAA COMPLIANCE: Contractor shall provide and execute services in conformance with applicable regulations and standards.

1.6 REPORTING: Contractor will provide reports on a quarterly basis of services rendered as requested by the County.

1.7 INSURANCE: Contractor shall maintain general and professional liability insurance in amounts mutually acceptable to Contractor. Contractor shall provide evidence of such coverage to the County upon request and shall notify the County of any proposed change or cancellation in such coverage.

1.8 ACCESS TO RECORDS: Consistent with federal and state requirements, Contractor agrees to provide access to books and records related to the Services provided under this Agreement for at least ten (10) years after the Services have been provided, upon request by the Secretary, U.S. Department of Health and Human Services, and U.S. Controller General or their representatives.

1.9 DISPOSITION OF ASSETS: All supplies purchased through the AMHI for this program will be for the exclusive use of this program. The intellectual rights to processes, procedures, protocols, written materials, and other products developed during this project will be held by AMHI subject to relevant state and federal laws governing such matters.

1.10 REQUIRED AUDITS: Regular audits will be conducted as applicable to said Contractor with access as requested by the County.

SECTION 2. OBLIGATIONS OF THE COUNTY

2.1 PAYMENT FOR SERVICES: For Psychological testing services, the payments will be based on actual expenditures not to exceed current agreed upon payment rates as indicated Appendix A.

2.2 INVOICES: Upon receipt of the invoice, the County will make payment to Contractor within 30 days, not to exceed the current approved and authorized payment amount.
SECTION 3. DUTIES AND OBLIGATIONS OF BOTH PARTIES

3.1 DATA EXCHANGE: Both Parties acknowledge and agree that in order to deliver the Services, various types of data and confidential information will be shared between the Parties.

3.2 COMPLIANCE WITH LAW: Both Parties agree to take reasonable steps necessary to provide Services in accordance with all relevant federal, state and local laws and regulations including those federal and state laws and regulations relating to individuals that receive mental health services.

3.3 NON-DISCRIMINATION: Contractor will provide Services without discrimination on the basis of sex, race, creed, age, sexual orientation or national origin. The County will not discriminate on the basis of sex, race, creed, age, sexual orientation or national origin.

SECTION 4. TERMINATION

4.1 TERMINATION WITH CAUSE: Either Party may terminate this Agreement for material breach, by written notice to the breaching Party; provided that such breach remains uncured for a period of thirty (30) days after receipt of written notice thereof from the non-breaching Party.

4.2 TERMINATION DUE TO CHANGE IN FUNDING: In the event funding from the State is less than expected, decreased or terminated, the County reserves the right to give a 30-day notice of decrease or termination of this agreement.

4.3 TERMINATION WITHOUT CAUSE: Either Party may terminate this Agreement without cause upon ninety (90) days written notice to the other Party.

4.4 CONDITIONS OF THE PARTIES OBLIGATIONS: It is understood and agreed that in the event the funding to the County from state and federal sources is not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated services, the obligations of each party hereunder shall be terminated. Contractor shall neither assign nor transfer any rights or obligations under this Agreement without the written consent of the County.

4.5 OBLIGATIONS UPON TERMINATION: Both Parties shall cooperate in any transition process necessary should the duties to be performed by Contractor under this Agreement be transferred to another entity.

4.6 NO DISSOLUTION ASSUMED: Termination of this Agreement, for any reason and at any time, shall not be construed to terminate or in any way alter the relationship of the County with Contractor.
SECTION 5. CONFIDENTIAL INFORMATION

5.1 DEFINITION: "Confidential Information" means all proprietary or confidential information of any kind disclosed by either Party or its representatives or agents including but not limited to any information defined as confidential by applicable rule, ordinance, statute or law including client data, any technical data or know-how, business plans, product plans or designs, products, services, client lists, provider lists, market strategies, clinical protocols, marketing information and strategies, or financial information.

5.2 EXCEPTIONS: Information will not be deemed to be Confidential Information hereunder if such information (i) becomes known, independently of disclosure by the receiving Party from a source other than one having an obligation of confidentiality toward the Confidential Information; (ii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving Party; (iii) is in the possession of the receiving Party at the time of disclosure prior to disclosure by the disclosing Party; (iv) become part of the public knowledge or literature, not as a result of any inaction or action of the receiving Party; or (v) is independently developed by the receiving Party without reference to the disclosing Party's Confidential Information.

5.3 NONDISCLOSURE OF CONFIDENTIAL INFORMATION: Each Party agrees that it will maintain and preserve the confidentiality of the other Party's Confidential Information, including, without limitation, taking such steps to preserve the confidentiality of the Confidential Information as it takes to preserve the confidentiality of its own Confidential Information. A receiving Party will immediately notify the disclosing Party if it is aware of any unauthorized use or disclosure of any Confidential Information by the receiving Party, its employees or agents, or any other entity.

5.4 MANDATORY DISCLOSURE: In the event that any Party or its employees or Agents are required by legal process to disclose any of the Confidential Information of the other Party, the receiving Party shall give prompt notice to the other Party so that it may seek a protective order or other appropriate relief. In the event that such protective order is not obtained, the receiving Party shall disclose only that portion of the Confidential Information which its Counsel advises that it is legally required to disclose.

5.5 NO LICENSE GRANTED: Nothing in this Agreement is intended to grant any rights to either Party under any patent, copyright, trade secret or other intellectual property right, nor shall this Agreement grant to any Party any rights in or to the other Party's Confidential Information, except as provided herein.

SECTION 6. INDEMNIFICATION

6.1 BY CONTRACTOR: Contractor will indemnify, defend and hold the County, its directors, agents, officers, and employees and assigns harmless from and against
any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) resulting herein any claim, suit, action, or proceeding against the County or its affiliates resulting from (i) a breach by Contractor of this Agreement; or (ii) the provision, or denial, of Services by Contractor hereunder, including claims relating to patient care plans, protocols or standards, or (iii) violations by Contractor of any applicable federal, state, or local laws or regulations and any applicable terms and conditions of any contract between Contractor and agencies of the State of Minnesota and/or the United States of America.

6.2 BY THE COUNTY: The County will indemnify, defend and hold Contractor, its directors, agents, Officers, and employees, and assigns harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) resulting from any claim, suit, action, or proceeding against Contractor or its affiliates resulting from: (i) a breach by the County of this Agreement, (ii) violations by the County of any applicable federal, state, or local laws or regulations and any applicable terms and conditions of any contract between the Counties and agencies of the State of Minnesota and/or the United States of America.

6.3 NOTICE: Each Party's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any potential claim, suit or action; (ii) being able to at its option, control the defense of such claim, suit or action; (iii) permitting the indemnified Party to participate in the defense of any claim, suit or action; and (iv) receiving full cooperation of the indemnified Party in the defense thereof in regards to Enhanced Psychological Services.

SECTION 7. MISCELLANEOUS

7.1 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota without giving effect to the conflicts of laws principles thereof.

7.2 Assignment of Responsibilities. Neither Party shall assign, transfer, or delegate its responsibilities herein to any third party without the prior written consent of the other Party hereto.

7.3 Amendments. Neither this Agreement nor any of the terms or conditions hereof may be amended, or modified except by means of a written instrument duly executed by both Parties.

7.4 Entire Agreement. This Agreement, including the exhibits, constitutes the entire understanding between the Parties as to the subject matter hereof, and supersedes all prior discussions, agreements, and understandings of every kind between them as to such subject matter.
7.5 Independent Contractor. Notwithstanding the joint ownership by the Counties of Contractor assets pursuant to the AMHI Articles of Incorporation, Contractor and the Counties are independent contractors of each other. Nothing contained herein shall create or be deemed to create an employment, partnership or joint venture relationship between the Parties.

7.6 Assignment of Rights. Neither Party shall assign, transfer or otherwise dispose of any of its rights, title or interest in, to, or under this Agreement without the prior written consent of the other Party.

7.7 Severability. If any provision of this Agreement is held to be unenforceable for any reason, it will be modified rather than voided, if possible, in order to achieve the intent of the Parties to this Agreement to the extent possible.

7.8 Waiver. Any waiver will be limited to the provision hereof and the circumstance or event specifically made subject thereto and will not be deemed a waiver of any other term hereof or of the same circumstance or event upon any recurrence thereof.

7.9 Survival. Notwithstanding termination of this Agreement, for any reason and at any time, Sections 1, 6 & 7 shall survive termination.

IN WITNESS WHEREOF, the Board and the Contractor have executed this Agreement.

Date: ________________  By: ____________________________

Chairperson, Mille Lacs County Board

ATTEST:

Date: ________________  By: ____________________________

Dr. Marlin Trulsen, Ph.D., L.P.
Appendix A: Service Description Payment Rate per Service

Contract for Services
Marlin O. Trulsen Ph.D.
Licensed Psychologist

Effective January 1, 2020 I agree to provide the following services for Mille Lacs County:

1. Psychological services to include Diagnostic Assessments (DA) and/or Psychological Testing (PT) for uninsured/underinsured individuals (child, adolescent or adult) with the following fee schedule:

<table>
<thead>
<tr>
<th>Service</th>
<th>Adult</th>
<th>Child</th>
</tr>
</thead>
<tbody>
<tr>
<td>DA</td>
<td>$300</td>
<td>$325</td>
</tr>
<tr>
<td>IQ Testing</td>
<td>$275</td>
<td>$275</td>
</tr>
<tr>
<td>Memory</td>
<td>$300</td>
<td>$300 (age 16+only)</td>
</tr>
<tr>
<td>Achievement (Math, Reading, Spelling)</td>
<td>$150</td>
<td>$150</td>
</tr>
<tr>
<td>MMPI (Personality)</td>
<td>$300</td>
<td>$300 (age 13+only)</td>
</tr>
</tbody>
</table>

(The above fees reflect the total cost for each item. If selecting more than one item, add the cost of all items for assessment total. Additional miscellaneous tests/fees to be determined at time of referral. Without 24-hour notification of a canceled appointment, a $50 no show fee may apply.)

Report to be completed within one-week/seven days (excluding Holidays) of final meeting date with client. Appointment times are generally available for Mondays, late afternoons and early Saturdays at 600 Union St. S., Suite 2, Mora, MN 55051 or at other agreed county location.

2. Mental Health Consultant services for the Juvenile Treatment Screening Team (JTST) fee schedule:

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meeting and document review</td>
<td>$100/hour</td>
</tr>
<tr>
<td>Travel</td>
<td>$35/hour</td>
</tr>
</tbody>
</table>

Documentation of billing to be submitted every eight weeks unless otherwise requested by Mille Lacs County.

All Payments pay to: Lakeview Psychological Clinic, PC., 600 Union St. S., Suite 2, Mora, MN 55051. (Telephone: 320-224-5860, email: motrulsen@gmail.com).
### ANNUAL INCOME LIMITS

<table>
<thead>
<tr>
<th>Household Size</th>
<th>Annual Income Poverty Guideline (FPG)</th>
<th>125% FPG</th>
<th>150% FPG</th>
<th>175% FPG</th>
<th>200% FPG</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$12,490</td>
<td>$15,613</td>
<td>$18,735</td>
<td>$21,858</td>
<td>$24,980</td>
</tr>
<tr>
<td>2</td>
<td>$16,910</td>
<td>$21,138</td>
<td>$25,365</td>
<td>$29,593</td>
<td>$33,820</td>
</tr>
<tr>
<td>3</td>
<td>$21,330</td>
<td>$26,663</td>
<td>$31,995</td>
<td>$37,328</td>
<td>$42,660</td>
</tr>
<tr>
<td>4</td>
<td>$25,750</td>
<td>$32,188</td>
<td>$38,625</td>
<td>$45,063</td>
<td>$51,500</td>
</tr>
<tr>
<td>5</td>
<td>$30,170</td>
<td>$37,713</td>
<td>$45,255</td>
<td>$52,798</td>
<td>$60,340</td>
</tr>
<tr>
<td>6</td>
<td>$34,590</td>
<td>$43,238</td>
<td>$51,885</td>
<td>$60,533</td>
<td>$69,180</td>
</tr>
<tr>
<td>7</td>
<td>$39,010</td>
<td>$48,763</td>
<td>$58,515</td>
<td>$68,268</td>
<td>$78,020</td>
</tr>
<tr>
<td>8</td>
<td>$43,430</td>
<td>$54,288</td>
<td>$65,145</td>
<td>$76,003</td>
<td>$86,860</td>
</tr>
</tbody>
</table>

### MONTHLY INCOME LIMITS

<table>
<thead>
<tr>
<th>Household Size</th>
<th>Monthly income</th>
<th>125% FPG</th>
<th>150% FPG</th>
<th>175% FPG</th>
<th>200% FPG</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>$1041</td>
<td>$1301</td>
<td>$1562</td>
<td>$1823</td>
<td>$2082</td>
</tr>
<tr>
<td>2</td>
<td>$1409</td>
<td>$1761</td>
<td>$2114</td>
<td>$2446</td>
<td>$2818</td>
</tr>
<tr>
<td>3</td>
<td>$1778</td>
<td>$2223</td>
<td>$2666</td>
<td>$3112</td>
<td>$3555</td>
</tr>
<tr>
<td>4</td>
<td>$2146</td>
<td>$2683</td>
<td>$3219</td>
<td>$3755</td>
<td>$4292</td>
</tr>
<tr>
<td>5</td>
<td>$2514</td>
<td>$3143</td>
<td>$3771</td>
<td>$4400</td>
<td>$5028</td>
</tr>
<tr>
<td>6</td>
<td>$2883</td>
<td>$3604</td>
<td>$4324</td>
<td>$5045</td>
<td>$5765</td>
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<tr>
<td>7</td>
<td>$3251</td>
<td>$4064</td>
<td>$4876</td>
<td>$5689</td>
<td>$6502</td>
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<tr>
<td>8</td>
<td>$3619</td>
<td>$4524</td>
<td>$5429</td>
<td>$6334</td>
<td>$7238</td>
</tr>
</tbody>
</table>
### Board Agenda Request Form

**Board of County Commissioners**

**Requested Meeting Date:** 11/05/19

*(Board meets the 1st and 3rd Tuesday of each month)*

<table>
<thead>
<tr>
<th>Title of Item for Consideration:</th>
<th>(\text{Consider County Burial Rate Increase})</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consent Agenda</td>
<td>Regular Agenda – Estimate Time Needed: __ minutes</td>
</tr>
<tr>
<td>☑ Approve/Deny Motion</td>
<td>☑ Approve/Deny Motion</td>
</tr>
<tr>
<td>☑ Information Only</td>
<td>☑ Discussion Item</td>
</tr>
<tr>
<td>☑ Schedule Public Hearing*</td>
<td>☑ Direction Requested</td>
</tr>
<tr>
<td><em>provide sample notice that will run in paper</em></td>
<td>☑ Hold Public Hearing*</td>
</tr>
<tr>
<td></td>
<td>☑ Presentation of Information</td>
</tr>
<tr>
<td></td>
<td><em>provide copy of hearing notice that was published</em></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Submitted by:</th>
<th>Department:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beth Crook</td>
<td>CVS</td>
</tr>
</tbody>
</table>

| Who will attend the meeting and be able to respond to questions? Give name and title: | Beth VanderPlaats, Financial Assistance Services Supervisor |

<table>
<thead>
<tr>
<th>Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates):</th>
</tr>
</thead>
<tbody>
<tr>
<td>CVS is requesting board approval to increase the county burial rates as follows:</td>
</tr>
<tr>
<td>Wholesale cost increase of casket from $530 to $545</td>
</tr>
<tr>
<td>Wholesale cost increase of vault from $722 to $776</td>
</tr>
<tr>
<td>Professional service increase from $1100 to $1150</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Alternatives/Options/Comments:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Recommended Action/Motion:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approve County Burial Rate increase.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Financial Impact:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is there a cost associated with this request?</td>
</tr>
<tr>
<td>What is the total cost, including tax and shipping?</td>
</tr>
<tr>
<td>Are funds available in the budget?</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Additional Information Attached:</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Contract/Agreement</td>
</tr>
<tr>
<td>Approved by County Attorney’s Office:</td>
</tr>
<tr>
<td>Minutes of Relevant Meeting(s)</td>
</tr>
<tr>
<td>☑ Background Information (such as price quotes, etc.)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2020 Burial Rates</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Board action: (for use by Recording Secretary)</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Approved ☐ Denied ☐ Tabled:</td>
</tr>
</tbody>
</table>

---
TO: Mille Lacs County Funeral Directors
FROM: Beth Crook, Community & Veterans Director
DATE: November 5, 2019
RE: 2020 Mille Lacs County Burial Rates

Effective January 1, 2020, funeral services will be reimbursed as follows:

<table>
<thead>
<tr>
<th>Professional Services</th>
<th>$1150.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Casket</td>
<td>$545.00</td>
</tr>
<tr>
<td>Concrete Grave Liner (Vaults)</td>
<td>$776.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$2471.00</td>
</tr>
</tbody>
</table>

Grave opening charges will be reimbursed at actual cost.

Transportation charges will be reimbursed at the rate of $1.25 per loaded mile outside Mille Lacs County and within the state of Minnesota.

Cremations will be reimbursed at a flat rate of $1,850.00.

All charges will be paid in full to the funeral home by Mille Lacs County. The funeral home will not be responsible for collecting personal accounts (personal checking accounts, social security death benefits, etc.) from the family.

All burials MUST receive prior authorization in order to be reimbursed by Mille Lacs County. Please contact Mille Lacs County Community and Veterans Services at (320) 983-8208 for authorization.

*To enhance the lives of Mille Lacs County residents by providing services and resources to promote the health and well-being of the community."
Requested Meeting Date: 11/05/19
(Board meets the 1st and 3rd Tuesday of each month)

Title of Item for Consideration:
Consider Benton Telecommunication Grant Award

Consent Agenda
☑ Approve/Deny Motion
☐ Information Only
☐ Schedule Public Hearing*

*provide sample notice that will run in paper

Regular Agenda – Estimate Time Needed: ______ minutes
☐ Approve/Deny Motion
☐ Discussion Item
☐ Direction Requested
☐ Hold Public Hearing*
☐ Presentation of Information

*provide copy of hearing notice that was published

Submitted by:
Suzanne Lelwica

Department:
MLCCVS

Who will attend the meeting and be able to respond to questions? Give name and title:
Suzanne Lelwica, Assistant Director MLCCVS/Jessy Vittum, Lead CP Social Worker

Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates):
Mille Lacs County Community and Veterans Services was approved for a $2,000 Grant from the Benton Telecommunications Foundation to assist with the Foster Care Bags/Families in Need Program.

Alternatives/Options/Comments:
NA

Recommended Action/Motion:
Recommend acceptance of the Benton Telecommunications Grant in the amount of $2,000.

Financial Impact:
Is there a cost associated with this request? ☐ Yes ☑ No

What is the total cost, including tax and shipping? $ __________________

Are funds available in the budget? ☐ Yes ☐ No If no, please explain:

Additional Information Attached:
☐ Contract/Agreement
☑ Approved by County Attorney’s Office: ☐ Yes ☑ No If no, please explain:

☐ Minutes of Relevant Meeting(s)

☐ Background Information (such as price quotes, etc.)

Board action: (for use by Recording Secretary)
☐ Approved ☐ Denied ☐ Tabled:
Title of Item for Consideration: Consider Employment & Training Contracted Services

Consent Agenda

☑ Approve/Deny Motion  □ Information Only
☐ Schedule Public Hearing*  *provide sample notice that will run in paper

Regular Agenda – Estimate Time Needed: ______ minutes

☐ Approve/Deny Motion  □ Discussion Item
☐ Direction Requested  □ Hold Public Hearing*
☐ Presentation of Information  *provide copy of hearing notice that was published

Submitted by: Beth Crook  Department: CVS

Who will attend the meeting and be able to respond to questions? Give name and title: Beth VanderPlaats

Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates):
CVS is requesting board approval to enter into a contract for Employment and Training Services with Central MN Jobs and Training Services. This is a mandatory service where the county is required to provide MFIP (MN Families Investment Program) and DWP (Diversionary Work Program) participants with employment and training services. It is the recommendation of CVS to contract the required services with Central MN Jobs and Training Services.

Alternatives/Options/Comments:

Recommended Action/Motion:
Approval of Contract

Financial Impact:
Is there a cost associated with this request?  ☑ Yes  ☐ No
What is the total cost, including tax and shipping?  $212,000

Are funds available in the budget?  ☑ Yes  ☐ No  If no, please explain:

Additional Information Attached:
☑ Contract/Agreement

Approved by County Attorney’s Office:  ☑ Yes  ☐ No  If no, please explain:
☐ Minutes of Relevant Meeting(s)
☑ Background Information (such as price quotes, etc.)

2019, 2020 Contracts

Board action: (for use by Recording Secretary)
☐ Approved  ☐ Denied  ☐ Tabled:
AGREEMENT TO PROVIDE MFIP, DWP SERVICES BETWEEN
MILLE LACS COUNTY AND
CENTRAL MINNESOTA JOBS & TRAINING SERVICES, INC.
DECEMBER 1, 2019 TO DECEMBER 31, 2019

CFDA # 93.558 - MFIP

AGREEMENT

This Agreement is made and entered into by and between Mille Lacs County, hereinafter referred to as the "COUNTY," and

Central Minnesota Jobs & Training Services, Inc.
406 7th Street East, PO Box 720
Monticello, Minnesota 55362

Social Security or Federal Identification Number: 41-1484048
Minnesota State Tax Identification Number: 2073311,
hereinafter referred to as the "PROVIDER."

WITNESSETH:

WHEREAS, Funds have been made available to the COUNTY through the Minnesota Department of Human Services for the purpose of providing services authorized under Minnesota Family Investment Program (MFIP), The Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Public Law 104-193, and Minnesota Statutes 256J.49-256J.73, and Diversionary Work Program (DWP) 2003 Minnesota State Statutes 256J.95 Diversionary Work Program; DHS Bulletin 04-11-01 dated January 9, 2004 and Bulletin 04-69-05 dated April 12, 2004; and

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

WHEREAS, The COUNTY is desirous of entering into an agreement with the PROVIDER for the provision of said services;

NOW, THEREFORE, In consideration of the premises, and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:
1. PROGRAM: The foregoing recitals are made part of this service agreement by reference. The PROVIDER shall implement the MFIP/DWP Plan, attached as Exhibit A, which is incorporated herein by reference as a part of this service agreement.

2. DUTIES AND PAYMENT: The PROVIDER is hereby authorized to expend funds for MFIP/DWP in accordance with the following:

   a. Available Funds: The available funds listed herein coincide with the MFIP/DWP contract executed for Program Year 2019 (December 1, 2019 to December 31, 2019). The total amount for the MFIP/DWP program for this service agreement is the total allocated for the time period of December 1, 2019 to December 31, 2019 see Budget, attached.

   b. Payment: The COUNTY shall make reimbursement to the PROVIDER for program expenditures upon receipt of a monthly itemized invoice specifying the costs incurred by the PROVIDER 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 Budget attached hereto as Exhibit B and applicable federal, State and COUNTY regulations and policies.

   c. Settlement: Payment of the actual cost of performing services under this service agreement will be determined as part of an annual settlement at completion of the service period set forth in section 3, below. Payments above (or below) actual costs will be settled to zero in accordance with applicable uniform grant guidance, federal and state laws and policies, and generally accepted accounting principles.

3. TERM OF AGREEMENT: This service agreement shall be effective on December 1, 2019 and shall remain in effect until December 31, 2019, or until all obligations set forth in this service agreement have been satisfactorily fulfilled, whichever occurs first. This agreement may, at the option of the parties hereto, be extended for an additional one-year term after the final termination date.

4. TERMINATION: If, at any time, funds in support of this service agreement become unavailable, this service agreement shall be terminated immediately upon a 30 calendar day written notice of such fact by the COUNTY to the PROVIDER. In the event of such termination, the PROVIDER shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

   a. Termination for Convenience: Either party to this service agreement may request a termination for convenience. 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 just and equitable compensation for any services satisfactorily performed hereunder through the date of the termination.

   b. Termination for Cause: The COUNTY shall terminate the service 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 service agreement. If the PROVIDER fails to perform in whole or in part under this service 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 service 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 service agreement.

5. DISPUTES:

a. The PROVIDER agrees to attempt to resolve disputes arising from the service 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 service agreement which is not settled by informal means shall be decided by the COUNTY'S Health and Human Services Director or designee, who shall furnish the PROVIDER with a written decision.

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d. This DISPUTES clause does not preclude consideration of law questions in connection with decisions provided above provided that nothing in this service agreement shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

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

7. RECORDS AND REPORTS: 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 service agreement. Such records, including participant information, shall be maintained for six years after the submission of the final report by the PROVIDER, or the COUNTY makes the final payment, whichever is later, for audit purposes. Such records will be considered the property of the COUNTY.

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

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

If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the six-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 six-year period, whichever is later.

8. LIABILITY:

a. Bonding: The PROVIDER shall obtain and maintain, at all times during the term of this service agreement, a fidelity bond in an amount not less than $250,000, covering the activities of all persons authorized to receive or distribute monies. Written verification of such bond shall be furnished to the COUNTY prior to the execution of this service agreement.

b. Indemnity: The PROVIDER agrees to defend, indemnify and hold the COUNTY, its officers and employees harmless from any liability, claims, damages, costs, judgments or expenses, including attorney's fees, resulting directly or indirectly from an act or omission of the PROVIDER, its agents, employees or contractors in the performance of the services provided by this service agreement and against all loss by reason of the failure of the PROVIDER to perform, in any respect, all obligations under this service agreement.

c. Insurance: The PROVIDER further agrees that it will at all times during the term of this service 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 $2,000,000 General Liability Insurance minimum limits are $500,000 per claimant, $1,500,000 per occurrence, $1,500,000 annual aggregate.

2. A single limit or combined limit or excess umbrella automobile liability insurance policy, if applicable, in an amount not less than $200,000 per accident for property damage, $200,000 for bodily injury and/or damages to any one person, and $200,000 for total bodily injuries and/or damages arising from any one accident. -OR- a Combined Single Limit $200,000 per occurrence. The PROVIDER does not transport customers at any time for any reason.

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.

4. Workers' Compensation Insurance, if applicable as required by state statute.

The PROVIDER will furnish the COUNTY certificates of bonding and insurance prior to the effective date of this service agreement.

The COUNTY may withhold payment for failure of the PROVIDER to furnish certificates of bonding and insurance as required above.
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.

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The PROVIDER'S liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.732, et seq., and other applicable law.

The COUNTY'S liability shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466, and other applicable law. This clause shall not be construed to bar legal remedies one party may have for the other party's failure to fulfill its obligations under this service agreement.

9. INDEPENDENT CONTRACTOR That at all times and for all purposes hereunder, Provider shall be an independent Contractor and is not an employee of the COUNTY for any purpose. No statement contained in this Agreement shall be construed so as to find PROVIDER to be an employee of the COUNTY, and PROVIDER shall not be entitled to any of the rights, privileges, or benefits of employees of the COUNTY, including but not limited to, workers’ compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims;

PROVIDER acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due PROVIDER and that it is PROVIDER'S sole obligation to comply with the applicable provisions of all federal and state tax laws;

PROVIDER shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein;

PROVIDER is responsible for hiring sufficient workers to perform the services/duties required by this contract, withholding their taxes, and paying all other employment tax obligations on their behalf;

10. SPECIAL ADMINISTRATIVE PROVISIONS: The PROVIDER agrees to administer the program in accordance with authorizing legislation, as amended, and the regulations and guidelines promulgated thereunder. The PROVIDER also agrees to comply with other applicable federal and state laws. In the event that these laws, regulations or policies are amended at any time during the term of this service 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 uniform grant guidance "Audits of Institutions of Higher Education and Other Non-Profit Organizations", as these circulars apply to the PROVIDER. The COUNTY agrees to submit to the PROVIDER.
prior to the audit activity, a report which specifies the amount of federal and state funds which comprise the total payments made to the PROVIDER. A copy of the audit shall be provided to the COUNTY upon its completion, but in no event later than 12 months after the end of the PROVIDER'S fiscal year.

b. Program Standards: The PROVIDER agrees to comply with uniform grant guidance, as those circulars relate to its particular agency in the utilization of funds, the operation of programs and the maintenance of records, books, accounts and other documents under the authorizing legislation, as amended.

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

c. Non-Discrimination Statement: The PROVIDER will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, which generally prohibits discrimination on grounds of race, color or national origin, and applies to any program or activity receiving federal financial aid.

2. Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, which generally prohibits discrimination because of race, color, religion, sex or national origin and applies to all employers, including state and local governments, public and private employment agencies and labor organizations. Any employment and training program sponsor or contractor which falls within one of these definitions would, of course, be covered by Title VII.

3. The Rehabilitation Act of 1973, as amended, which generally prohibits discrimination on the basis of handicap in all federally-funded programs.

4. The Age Discrimination in Employment Act of 1967, as amended, which generally prohibits discrimination on the basis of age against persons 40 years of age and over.

5. The Equal Pay Act of 1963 amends the Fair Labor Standards Act and which generally provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for doing the same work.

6. Title IX of the Education Amendments of 1972, as amended, generally provides that no person shall, on the basis of sex, be excluded from participation, be denied the benefits of, be treated differently from another person or otherwise be discriminated against in any interscholastic, intercollegiate, club or intramural athletics offered and no recipient shall provide any such athletics separately on such basis.

7. The Age Discrimination Act of 1975, as amended, prohibits unreasonable discrimination on the basis of age in programs or activities receiving federal financial
8. The Americans with Disabilities Act of 1990 (P.L. 101-336), as amended, which prohibits discrimination based on disabilities in the areas of employment, public services, transportation, public accommodations and telecommunications.

d. Affirmative Action: (If applicable) The PROVIDER certifies that it has received a Certificate of Compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363A.36.

e. The PROVIDER agrees to comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (Public Law 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal or federally assisted programs.

f. The PROVIDER agrees that program participants shall not be employed in the construction, operation or maintenance of that direct part of any facility, which is used for religious instructions or worship.

g. The PROVIDER agrees to comply with the provisions of Chapter 15, Title 5 of the United States Code with regard to political activity.

h. The PROVIDER further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals", (as defined in 13.02, subd. 5 of that statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this service agreement.

i. The PROVIDER agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C.7401), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and any applicable Environmental Protection Agency regulations.

j. The PROVIDER agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

11. 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 (1990).

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

13. PREGNANT COSTS: Costs incurred from 30 days prior to the effective date of this
service agreement, which were in anticipation of this award and specifically authorized and approved in writing by the COUNTY, are allowable costs to the extent that they would have been allowable had they been incurred after the effective date of this service agreement.

14. MODIFICATIONS: Any modifications to this service agreement shall be in writing and shall be executed by the same parties who executed the original service agreement, or their successors in office.

15. DEBARMENT AND SUSPENSION CERTIFICATION: (If applicable) 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 Federal Register Vol. 53, No. 102, May 26, 1988, including Appendix B, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions"; unless excluded by law or regulation.

16. 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 Rule. The Interim Rule requires the PROVIDER to certify as to their lobbying activity. The Interim Final Rule implements section 319 of Public Law 101-121. Section 319 generally prohibits recipients of Federal contracts, grants and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant or loan.

17. 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 service agreement will be continued and not reduced in any way as a result of this service agreement except for reductions unrelated to the provisions or purposes herein stated.

18. 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 service agreement. Further, no person having such a conflicting interest shall be employed under this service agreement. Any such conflict of interest must be disclosed in writing to the COUNTY.

19. CODE OF CONDUCT: The PROVIDER assures proper conduct on the part of its employees and understands the effects of U.S. Code, Title 18, Sec. 665, which states, in effect:
   a. Whoever being an officer, director, agent, or employee of, or connected in any capacity with any agency receiving financial assistance under federal grants knowingly hires or enrolls an ineligible individual or individuals, embezzles, willfully misapplies, steals, or obtains by fraud any of the monies, funds, assets, or property which are the subject of a grant or contract of assistance shall be fined not more than $10,000 or imprisoned for not more than two years, or both; but if the amount so embezzled, misapplied, stolen, or obtained by fraud does not exceed $100, such person shall be fined not more than $1000 or imprisoned not more than 1 year, or both.
   
   b. Whoever, by threat or by procuring dismissal of any person from employment or
refusal to employ or refusal to renew a contract of employment in connection with a grant or contract of assistance under federal grants, induces any persons to give up any money or thing of value to any person (including such COUNTY agency) shall be fined not more than $1000 or imprisoned not more than 1 year, or both.

c. Any person who willfully obstructs or impedes or endeavors to obstruct or impede, an investigation or inquiry under the authorizing legislation of this service agreement or, the regulations thereunder, shall be punished by a fine of not more than $5000, or by imprisonment for not more than 1 year, or both.

20. GRANT CLOSE-OUT: No costs are to be incurred under this grant after (December 31, 2020) for MFIP/DWP. Within 90 days of the completion of the grant, the PROVIDER shall comply with all close-out or auditing procedures established by the COUNTY.

21. PROPERTY: All purchases of consumable supplies or materials, capital equipment and or services made pursuant to this service agreement shall be made by purchase order or by written contract.

All items of nonexpendable property acquired by the PROVIDER with funds awarded under this service agreement shall be considered capital equipment and shall be inventoried as property of the State. An item of property shall be considered capital equipment if it meets any or all of the following: (a) has a unit cost of not less than $5,000.00 or has a service life in excess of one year, regardless of cost; (b) is either complete within itself or is a major component of another item of property; (c) by definition cannot be described either as supplies or materials; (d) will not be consumed or lose its identity.
IN WITNESS WHEREOF, COUNTY and PROVIDER have signed this service agreement to be executed based on the County Board action:

FOR THE PROVIDER

SIGNATURE: ________________________________
TITLE: Central Minnesota Jobs & Training Services, Inc. Chief Executive Officer
DATE: ________________________________

SIGNATURE: ________________________________
TITLE: Central Minnesota Jobs & Training Services, Inc. WDB CHAIRPERSON
DATE: ________________________________

FOR THE COUNTY

SIGNATURE: ________________________________
TITLE: CHAIR, MILLE LACS COUNTY BOARD
DATE: ________________________________

County-11/17
IN WITNESS WHEREOF, COUNTY and PROVIDER have signed this service agreement to be executed based on the County Board action:

FOR THE PROVIDER

SIGNATURE: ____________________________
TITLE: Central Minnesota Jobs & Training Services, Inc. Chief Executive Officer
DATE: 10/10/2005

SIGNATURE: ____________________________
TITLE: Central Minnesota Jobs & Training Services, Inc. WDB CHAIRPERSON
DATE: 10/10/2005

FOR THE COUNTY

SIGNATURE: ____________________________
TITLE: CHAIR, MILLE LACS COUNTY BOARD
DATE: ____________________________

County-11/17
CMJTS Proposed Budget for the Provision of MFIP & DWP Employment Services in Mille Lacs County
For service delivery transition PY19, December 1, 2019 to December 31, 2019 (1-month agreement)

<table>
<thead>
<tr>
<th></th>
<th>Requested Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration (7.5% max)</td>
<td>$1,397.00</td>
</tr>
<tr>
<td>Administrative costs related to the operations of CMJTS including executive management, human resources, finance, accounting, and quality assurance, legal counsel upon need and request and information technology. Annual cost ($19,621.00) / one month (December 2019)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Direct Program</th>
<th>$15,842.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Personnel</td>
<td></td>
</tr>
<tr>
<td>a. Wages &amp; Fringe</td>
<td></td>
</tr>
<tr>
<td>Employment specialist cost to provide case management activities 2 FTE @ $63,877.00 annually - based on current average hourly rate of CMJTS Employment Specialists and Fringe $31.63/hr. (fringe = approximately 35% of staff cost) Annual cost ($127,754.00) / one month (December 2019)</td>
<td>$10,646.00</td>
</tr>
<tr>
<td>0.11 FTE program supervisor - based on current program supervisor rate Annual cost ($8,085.00) / one month (December 2019)</td>
<td>$673.00</td>
</tr>
<tr>
<td>0.2 FTE program manager - based on current program manager rate Annual cost ($17,500.00) / one month (December 2019)</td>
<td>$1,458.00</td>
</tr>
<tr>
<td>b. Travel</td>
<td>$65.00</td>
</tr>
<tr>
<td>Mileage reimbursement travel rate @ $0.50 per mile x 780 (average miles travelled in 12 months by an ES) x 2 staff Annual cost ($1,560.00) / one month (December 2019)</td>
<td></td>
</tr>
<tr>
<td>2. Supplies</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>a. Computers – one-time cost for laptop and docking station for each employment specialist ($2,000.00 x 2 staff)</td>
<td></td>
</tr>
</tbody>
</table>

Total Proposed Budget $18,239.00
AGREEMENT TO PROVIDE MFIP/DWP SERVICES BETWEEN
MILLE LACS COUNTY AND
CENTRAL MINNESOTA JOBS & TRAINING SERVICES, INC.
JANUARY 1, 2020 TO DECEMBER 31, 2020

CFDA # 93.558 - MFIP

AGREEMENT

This Agreement is made and entered into by and between Mille Lacs County, hereinafter referred to as the "COUNTY", and

Central Minnesota Jobs & Training Services, Inc.
406 7th Street East, PO Box 720
Monticello, Minnesota 55362

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Minnesota State Tax Identification Number: 2073311,
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WITNESSETH:

WHEREAS, Funds have been made available to the COUNTY through the Minnesota Department of Human Services for the purpose of providing services authorized under Minnesota Family Investment Program (MFIP), The Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Public Law 104-193, and Minnesota Statutes 256J.49- 256J.73, and Diversionary Work Program (DWP) 2003 Minnesota State Statutes 256J.95 Diversionary Work Program; DHS Bulletin 04-11-01 dated January 9, 2004 and Bulletin 04-69- 05 dated April 12, 2004; and

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

WHEREAS, The COUNTY is desirous of entering into an agreement with the PROVIDER for the provision of said services;

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

7. RECORDS AND REPORTS: 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 service agreement. Such records, including participant information, shall be maintained for six years after the submission of the final report by the PROVIDER, or the COUNTY makes the final payment, whichever is later, for audit purposes. Such records will be considered the property of the COUNTY.

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

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

If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the six-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 six-year period, whichever is later.

8. LIABILITY:

a. Bonding: The PROVIDER shall obtain and maintain, at all times during the term of this service agreement, a fidelity bond in an amount not less than $250,000, covering the activities of all persons authorized to receive or distribute monies. Written verification of such bond shall be furnished to the COUNTY prior to the execution of this service agreement.

b. Indemnity: The PROVIDER agrees to defend, indemnify and hold the COUNTY, its officers and employees harmless from any liability, claims, damages, costs, judgments or expenses, including attorney’s fees, resulting directly or indirectly from an act or omission of the PROVIDER, its agents, employees or contractors in the performance of the services provided by this service agreement and against all loss by reason of the failure of the PROVIDER to perform, in any respect, all obligations under this service agreement.

c. Insurance: The PROVIDER further agrees that it will at all times during the term of this service 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 $2,000,000 General Liability Insurance minimum limits are $500,000 per claimant, $1,500,000 per occurrence, $1,500,000 annual aggregate.

2. A single limit or combined limit or excess umbrella automobile liability insurance policy, if applicable, in an amount not less than $200,000 per accident for property damage, $200,000 for bodily injury and/or damages to any one person, and $200,000 for total bodily injuries and/or damages arising from any one accident. –OR– a Combined Single Limit $200,000 per occurrence. The PROVIDER does not transport customers at any time for any reason.

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.

4. Workers’ Compensation Insurance, if applicable as required by state statute.

The PROVIDER will furnish the COUNTY certificates of bonding and insurance prior to the effective date of this service agreement.

The COUNTY may withhold payment for failure of the PROVIDER to furnish certificates of bonding and insurance as required above.
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.

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The PROVIDER'S liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.732, et seq., and other applicable law.

The COUNTY'S liability shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466, and other applicable law. This clause shall not be construed to bar legal remedies one party may have for the other party's failure to fulfill its obligations under this service agreement.

9. INDEPENDENT CONTRACTOR That at all times and for all purposes hereunder, Provider shall be an independent Contractor and is not an employee of the COUNTY for any purpose. No statement contained in this Agreement shall be construed so as to find PROVIDER to be an employee of the COUNTY, and PROVIDER shall not be entitled to any of the rights, privileges, or benefits of employees of the COUNTY, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims;

PROVIDER acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due PROVIDER and that it is PROVIDER'S sole obligation to comply with the applicable provisions of all federal and state tax laws;

PROVIDER shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein;

PROVIDER is responsible for hiring sufficient workers to perform the services/duties required by this contract, withholding their taxes, and paying all other employment tax obligations on their behalf;

10. SPECIAL ADMINISTRATIVE PROVISIONS: The PROVIDER agrees to administer the program in accordance with authorizing legislation, as amended, and the regulations and guidelines promulgated thereunder. The PROVIDER also agrees to comply with other applicable federal and state laws. In the event that these laws, regulations or policies are amended at any time during the term of this service 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 uniform grant guidance "Audits of Institutions of Higher Education and Other Non-Profit Organizations", as these circulars apply to the PROVIDER. The COUNTY agrees to submit to the PROVIDER.
prior to the audit activity, a report which specifies the amount of federal and state funds which comprise the total payments made to the PROVIDER. A copy of the audit shall be provided to the COUNTY upon its completion, but in no event later than 12 months after the end of the PROVIDER’S fiscal year.

b. Program Standards: The PROVIDER agrees to comply with uniform grant guidance, as those circulars relate to its particular agency in the utilization of funds, the operation of programs and the maintenance of records, books, accounts and other documents under the authorizing legislation, as amended.

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

c. Non-Discrimination Statement: The PROVIDER will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, which generally prohibits discrimination on grounds of race, color or national origin, and applies to any program or activity receiving federal financial aid.

2. Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, which generally prohibits discrimination because of race, color, religion, sex or national origin and applies to all employers, including state and local governments, public and private employment agencies and labor organizations. Any employment and training program sponsor or contractor which falls within one of these definitions would, of course, be covered by Title VII.

3. The Rehabilitation Act of 1973, as amended, which generally prohibits discrimination on the basis of handicap in all federally-funded programs.

4. The Age Discrimination in Employment Act of 1967, as amended, which generally prohibits discrimination on the basis of age against persons 40 years of age and over.

5. The Equal Pay Act of 1963 amends the Fair Labor Standards Act and which generally provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for doing the same work.

6. Title IX of the Education Amendments of 1972, as amended, generally provides that no person shall, on the basis of sex, be excluded from participation, be denied the benefits of, be treated differently from another person or otherwise be discriminated against in any interscholastic, intercollegiate, club or intramural athletics offered and no recipient shall provide any such athletics separately on such basis.

7. The Age Discrimination Act of 1975, as amended, prohibits unreasonable discrimination on the basis of age in programs or activities receiving federal financial
8. The Americans with Disabilities Act of 1990 (P.L. 101-336), as amended, which prohibits discrimination based on disabilities in the areas of employment, public services, transportation, public accommodations and telecommunications.

d. Affirmative Action: (If applicable) The PROVIDER certifies that it has received a Certificate of Compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363A.36.

e. The PROVIDER agrees to comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (Public Law 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal or federally assisted programs.

f. The PROVIDER agrees that program participants shall not be employed in the construction, operation or maintenance of that direct part of any facility, which is used for religious instructions or worship.

g. The PROVIDER agrees to comply with the provisions of Chapter 15, Title 5 of the United States Code with regard to political activity.

h. The PROVIDER further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals", (as defined in 13.02, subd. 5 of that statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this service agreement.

i. The PROVIDER agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7401), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and any applicable Environmental Protection Agency regulations.

j. The PROVIDER agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

11. 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 (1990).

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

13. PRIOR COSTS: Costs incurred from 30 days prior to the effective date of this
service agreement, which were in anticipation of this award and specifically authorized and approved in writing by the COUNTY, are allowable costs to the extent that they would have been allowable had they been incurred after the effective date of this service agreement.

14. MODIFICATIONS: Any modifications to this service agreement shall be in writing and shall be executed by the same parties who executed the original service agreement, or their successors in office.

15. DEBARMENT AND SUSPENSION CERTIFICATION: (If applicable) 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 Federal Register Vol. 53, No. 102, May 26, 1988, including Appendix B, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", unless excluded by law or regulation.

16. 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 Rule. The Interim Rule requires the PROVIDER to certify as to their lobbying activity. The Interim Final Rule implements section 319 of Public Law 101-121. Section 319 generally prohibits recipients of Federal contracts, grants and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant or loan.

17. 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 service agreement will be continued and not reduced in any way as a result of this service agreement except for reductions unrelated to the provisions or purposes herein stated.

18. 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 service agreement. Further, no person having such a conflicting interest shall be employed under this service agreement. Any such conflict of interest must be disclosed in writing to the COUNTY.

19. CODE OF CONDUCT: The PROVIDER assures proper conduct on the part of its employees and understands the effects of U.S. Code, Title 18, Sec. 665, which states, in effect:

a. Whoever being an officer, director, agent, or employee of, or connected in any capacity with any agency receiving financial assistance under Federal grants knowingly hires or enrolls an ineligible individual or individuals, embezzles, willfully misapplies, steals, or obtains by fraud any of the monies, funds, assets, or property which are the subject of a grant or contract of assistance shall be fined not more than $10,000 or imprisoned for not more than two years, or both; but if the amount so embezzled, misapplied, stolen, or obtained by fraud does not exceed $100, such person shall be fined not more than $1000 or imprisoned not more than 1 year, or both.

b. Whoever, by threat or by procuring dismissal of any person from employment or
refusal to employ or refusal to renew a contract of employment in connection with a grant or contract of assistance under federal grants, induces any persons to give up any money or thing of value to any person (including such COUNTY agency) shall be fined not more than $1000 or imprisoned not more than 1 year, or both.

c. Any person who willfully obstructs or impedes or endeavors to obstruct or impede, an investigation or inquiry under the authorizing legislation of this service agreement or, the regulations thereunder, shall be punished by a fine of not more than $5000, or by imprisonment for not more than 1 year, or both.

20. GRANT CLOSE-OUT: No costs are to be incurred under this grant after (December 31, 2020) for MFIP/DWP. Within 90 days of the completion of the grant, the PROVIDER shall comply with all close-out or auditing procedures established by the COUNTY.

21. PROPERTY: All purchases of consumable supplies or materials, capital equipment and or services made pursuant to this service agreement shall be made by purchase order or by written contract.

All items of nonexpendable property acquired by the PROVIDER with funds awarded under this service agreement shall be considered capital equipment and shall be inventoried as property of the State. An item of property shall be considered capital equipment if it meets any or all of the following: (a) has a unit cost of not less than $5,000.00 or has a service life in excess of one year, regardless of cost; (b) is either complete within itself or is a major component of another item of property; (c) by definition cannot be described either as supplies or materials; (d) will not be consumed or lose its identity.
IN WITNESS WHEREOF, COUNTY and PROVIDER have signed this service agreement to be executed based on the County Board action:

FOR THE PROVIDER

SIGNATURE: __________________________
TITLE: Central Minnesota Jobs & Training Services, Inc. Chief Executive Officer
DATE: ________________________________

SIGNATURE: __________________________
TITLE: Central Minnesota Jobs & Training Services, Inc. WDB CHAIRPERSON
DATE: ________________________________

FOR THE COUNTY

SIGNATURE: __________________________
TITLE: MILLE LACS COUNTY ATTORNEY
DATE: ________________________________

SIGNATURE: __________________________
TITLE: CHAIR, MILLE LACS COUNTY BOARD
DATE: ________________________________

ATTEST

SIGNATURE: __________________________
TITLE: MILLE LACS COUNTY FAMILY SERVICES DIRECTOR
DATE: ________________________________

County-11/17
IN WITNESS WHEREOF, COUNTY and PROVIDER have signed this service agreement to be executed based on the County Board action:

FOR THE PROVIDER

SIGNATURE: 
TITLE: Central Minnesota Jobs & Training Services, Inc. Chief Executive Officer
DATE: 2/13/2017

SIGNATURE: 
TITLE: Central Minnesota Jobs & Training Services, Inc. WDB CHAIRPERSON
DATE: Oct 10, 2019

FOR THE COUNTY

SIGNATURE: 
TITLE: CHAIR, MILLE LACS COUNTY BOARD
DATE: 

County-11/17
Central Minnesota Jobs and Training Services, Inc. (CMJTS), the employment training and service provider (ETSP) shall provide the administration and delivery of the MFIP and DWP employment and training programs. Exhibit A contains a description of the specific programs, activities, and services provided by the ETSP.

Minnesota Family Investment Program and Diversionary Work Program (MFIP:DWP): The ETSP shall provide the services pursuant to Minnesota Statutes 256J.49-256J.73 and any amendments. The ETSP will provide all program requirements within the legal requirements. Following are the specific activities as in the County Biennial Service Agreement Minnesota Family Investment Program for January 1, 2020 to December 31, 2021.

I. Program approach

Program services are delivered on the premise that parents have a responsibility to support themselves and their children. CMJTS promotes a strengths-based, family-centered approach to service delivery in helping participants identify employment strengths and challenges to employment. Challenges are addressed in collaboration with community partners and referral to resources are provided to help the participant overcome the challenges that may interfere in getting and maintaining gainful employment.

The CMJTS employment specialist (ES) monitors participation in MFIP:DWP activities and continually assesses for additional barriers, while simultaneously focusing on growing the participant’s strengths. The ES emphasizes the participant’s transferrable employment and life skills that have served them well in other areas of their lives.

The requirement for weekly contacts and intensive services for participants helps to identify family challenges quickly so they can receive appropriate services.
II. Program Services

The following activities will be offered to participants in the ETSP's provision of services. Not all participants will receive all services.

A. Paid Employment Activities

MFIP/DWP are "work first" programs. CMJTS ES promote the MFIP and DWP values to expect, support, and reward work. ES aim to lessen the length of time families receive public assistance by encouraging participants to look for employment or other means of income that will lead to self-sufficiency. To that end, CMJTS ES encourage paid employment activities as a key element of programming. These activities include:

- Unsubsidized employment
- Subsidized private-sector employment
- Subsidized public-sector employment
- Self-employment
- On-the-job training

For unsubsidized employment, subsidized private-sector employment, and subsidized public-sector employment, daily supervision is provided by the employer and documented by the ES upon receipt of copies of pay stubs, time cards, or other statements of work hours provided by the participant to the financial worker or ES. The ES documents the hours of participation in the case file and the financial worker tracks work hours in MAXIS to verify that each participant is engaged in the number of required weekly hours of participation. ES have access to MAXIS view which is permitted and governed by DHS. (See MAXIS contract for detailed information on ES access to MAXIS.)

Participants interested in self-employment are encouraged to seek assistance from an agency or individual with small-business development expertise, regardless of what stage of planning they are in with their business. A business plan is necessary to allow the ES to include self-employment activities in the employment plan and to approve support services for those activities. The business plan must include a timetable, with earning's goals that will result in exiting MFIP. Participants with self-employment activities in their employment plan are required to meet work participation rates (WPR). Only the hours the participant is earning federal minimum wage count toward WPR. If the hours are not sufficient to meet WPR, the ES and participant discuss what additional countable work activities the participant will perform to meet their requirement. Self-employment plans are reviewed every three months to compare actual income to potential income per the business plan and to determine if earnings are moving the family toward exiting MFIP.

When an employer is considering multiple candidates to fill a regular (non-temporary and non-seasonal) vacancy, they may be incentivized to hire a CMJTS
MFIP or DWP participant via on-the-job Training (OJT). OJT gives CMJTS the opportunity to reimburse employers for fifty percent of a new hire's wages for the duration of an agreed-upon training period (typically 12-26 weeks). CMJTS uses the On-the-Job Training (OJT) Program to increase employment opportunities for program participants. OJT provides financial motivation for the employer by helping them recover some of the costs associated with onboarding a new hire for the predetermined length of the contract. OJTs are funded through co-enrollment in other appropriate state or federal grants. The CMJTS Business Service Coordinator (BSC), in conjunction with the ES, works first with MFIP/DWP participants who have used 30 or more months of program services and who are job-ready. CMJTS BSC may also arrange local business tours for MFIP/DWP participants so they can hear directly from an employer about the business, job positions, career laddering, and general expectations of the employer.

B. Work Experience and Community Service Site Placements

When participants need to gain experience, develop good work skills and habits, or "test-drive" a position, they may be given the opportunity to participate in a paid work experience, a short-term workplace learning opportunity. CMJTS will hire the client, typically at a rate of pay equal to the federal minimum wage, to work up to 29 hours per week while under the supervision of a local employer, private or public. The employer provides meaningful work training and offers feedback on progress and areas for further development. The ES provides support and guidance, as needed. Participation in this activity is positively reinforced via the participant's earned paycheck. While not required, employers can offer paid work experience clients continued employment at the conclusion of the activity.

Community Service Site Placement may be expected when a participant is not yet employed and has completed six weeks of job search. The job search activities include, but not limited to, attending workshops and job clubs and completing assessments to identify individual job-related strengths and challenges. The ES or the participant will locate non-profit or for-profit businesses to serve as community service sites. All sites will fulfill a useful public purpose and provide training skills for unsubsidized jobs. The ES will document, in the case file, the useful purpose of the community work experience. Once a person is placed at a work site, the ES contacts the agency or business at least monthly to assess the participant's progress and establish a strong working relationship with the work-site supervisor. Positive relationships between the ES and supervisor increase the likelihood that job-related performance is communicated honestly and as needed. This allows the ES to address issues with the participant more often than monthly, if appropriate.

Most MFIP participants engaged in unpaid work experience or community service placements are covered under the Fair Labor Stands Act (FLSA), and may not be required or permitted to work more than the number of hours equal to their combined MFIP cash and food assistance benefits divided by the federal minimum wage.
wage ($7.25/hr). Participants who are engaged in the maximum number of hours, as allowed by the FLSA, are deemed to be meeting the work participation rate.

C. Job Search and Readiness Assistance

Job search and readiness activity participation includes the act of seeking or obtaining employment or preparation to seek or obtain employment, including life-skills training, substance abuse treatment, mental health treatment, or rehabilitation activities. Public assistance recipients often face difficulty entering the job market due, in large part, to their personal barriers, which may include limited job search and job readiness skills. CMJTS ES recognize this and respond by offering services that include counseling activities related to job search strategies (e.g., assessment of skills and goals, education on internet-based job search tools, job application assistance, interview preparation), providing job leads, and monitoring job search activities (e.g., checking job search logs and copies of completed job applications, contacting employers to verify activities) to ensure progress is made by the participant. One on one or group instructions are provided and each participant is offered training on the following topics (list is not all-inclusive):

- developing a master job application
- opening and closing an interview
- using positive skill statements
- answering tough interview questions
- making a good first impression (appropriate appearance)
- identifying effective ways to find jobs
- developing an appropriate resume
- registering on Minnesotaworks.net
- labor market information (LMI)

CMJTS has appropriate procedures in place for ES to verify work participation activities and daily supervision requirements for all job search and readiness activities are met. This is done so by ensuring the required verification is provided by the participant and documented in the file.

CMJTS monitors and ensures required contact with each case type are met through the following methods:

- The ES enters case notes in Workforce One (WFI) to document that the participant is progressing towards employment, participating in activities, tracking hours, and focusing on program advancement.
- The program supervisor completes in-depth file reviews throughout the program year to ensure the ES is entering proper case notes, accurately tracking participant hours in WFI, and recording participant activities, while ensuring the participant is successfully progressing in job-ready activities or towards employment.
- The CMJTS program manager confers with the program supervisor and the ES monthly regarding participant’s progress and success.
Activities in this category may include:

- writing a résumé
- completing a job application
- learning effective job-seeking techniques and interviewing skills
- understanding what constitutes proper work attire and behavior on the job
- job shadowing
- completing career assessments
- informational interviewing with employers or industry experts
- life-skills training
- job readiness referrals for chemical health treatment, mental health treatment, and rehabilitation services

D. Individualized Structured Job Search (SJS)

SJS supports the message that the MFIP and DWP programs are intensive and are intended to help participants find and keep employment. SJS is a job search activity that helps the participant identify work skills, develop soft skills, and build self-confidence through coaching, peer support, and networking. It also provides a forum for progress evaluation and feedback, sharing job leads, online job searching, completing job logs, etc. SJS is an opportunity for the employment specialist to provide the client with positive feedback and encourage their constructive job search activities.

Examples of specific SJS topics include, but are not limited to:

- Preparing for job search, both mentally and practically
- Developing a master job application to use as a reference when applying for work
- Knowing how to open and close an interview
- Using positive skill statements
- Answering tough interview questions
- Knowing the importance of appropriate appearance
- Identifying effective strategies to find job vacancies
- Developing an appropriate résumé and cover letter
- Effectively using the internet for job search
- Learning how to register and job search on Minnesotaworks.net
- Networking (i.e., leveraging the hidden job market)
- Contacting employers
- Setting goals and managing time
- Conducting oneself professionally via phone and during an interview
- Communicating assertively
- Communicating respectfully with coworkers and supervisors
- Understanding how to negotiate wages or salary
- Determining which job offer is best and accepting it without burning other bridges
Career-laddering - how to advance within a company
Managing personal finances
Understanding ethics in the world of work
Maintaining a positive attitude
Writing thank you notes after job interviews
Managing stress and balancing work and home life

CareerForce (formerly known as the WorkForce Center) provides opportunities for jobseekers to access job search materials, learn how to write a resume, interview, and search for jobs. CareerForce events and workshops are available to help with career planning. Free access to computers, the internet, printers, fax machines, copiers, and telephones for job search related activities is available. All of these services are tapped into by the ES in order to help the MFIP/DWP participant be successful.

E. Structured Follow-Up

Frequent evaluation of progress, feedback to the participant, and assistance with ongoing planning are critical pieces of case management. This happens during phone and electronic check-ins and group or face-to-face meetings with the ES. MFIP/DWP recipients must participate in “work” activities for a minimum number of hours per week, and specific to their individual circumstances, in a month to be considered “earning benefits”. Participating in work activities is the participant’s job until he or she obtains paid employment or is placed in a community service or work experience position.

F. Retention Skill

CMJTS ES can help families stay off public assistance and encourage them to budget household income by helping to make sure they are better off working than receiving public assistance. MFIP/DWP services such as transportation, child care, financial counseling, short-term training opportunities, and child and family enrichment services are provided to families as a means to stay employed. Retention strategies are discussed between the ES and the participant well before the job actually begins. The job retention and job search lessons, presented in CareerForce workshops or one-on-one basis, reinforce transferable skills and learned employment skills.

G. Distance-Learning Model for Those with No or Limited Transportation

CMJTS has employed several strategies to encourage participation and help participants achieve desired program outcomes, by providing various location options. For instance, while CMJTS’ employment specialists will be based out of the Milaca location CMJTS specialized center, Mille Lacs County MFIP-DWP participants will also have the opportunity to receive employment services in other appropriate locations that are more convenient for them (e.g., local
libraries, coffee shops, community centers – where confidentiality can be safeguarded to the participant’s level of satisfaction), and when these options serve to reduce or eliminate childcare and/or transportation barriers to full program participation. Furthermore, home visits may also be arranged, when necessary. Telephone, text message, skype, email communication, postal mail, and self-directed materials (packets) allow the participant to participate in job search and readiness activities from a remote location. Distance learning is the exception, not the norm, for delivery of services.

For distance learning to be a viable option for the participants, they should:

- Have access to a computer and internet, such as at home or at a local library;
- Use e-based instructional tools and processes to conduct a job search:
  - register for Minnesotaworks.net
  - complete DEED's Online (eLearning) Job Search Training
  - create a list of job leads
  - email or fax a resume and job applications to the ES and/or employers
  - email and/or phone a report of job search activity and weekly plans of action
  - communicate regularly with the ES who approves and suggests structured job search activities

H. Chemical Health Treatment, Mental Health Treatment, and Rehabilitation Services

For participants with mental health, chemical health, or rehabilitation challenges, the ES develops an employment plan reflecting the required job search hours based on the recommendations or treatment plans signed by a qualified professional. If the documentation from the professional verifies the participant qualifies for Family Stabilization Services (FSS), the documentation is provided to the financial worker and the ES develops an FSS employment plan for the participant.

ES check at least monthly with the FSS participant, either in-person or by phone. During the check-in, the participant and the ES review progress, identify support service needs, and make any necessary changes in the employment plan. The ES case notes the contact and documents any changes to the activities or to the plan.

I. Education and Training-Related Activities

CMJTS ES can address employment barriers through short- or long-term training. The goal is to help the participant improve their personal employability by improving skills needed for available jobs.

Activities may include:
post-secondary educational training
- job skills training directly related to employment
- high school completion or GED
- English language learning (ELL or ESL)
- adult basic education (ABE)
- labor market information - high-demand, high-wage careers

Training activities may include improving basic skills (e.g., reading, math, or writing), English Language Learning (ELL), and occupational skills training (e.g., welding, typing). Secondary and postsecondary training, delivered either in the classroom or online, is available for participants who are interested in completing, continuing, or starting a training program within a high-opportunity career pathway that will lead to self-sufficiency.

Each participant taking part in training activities will work closely with their ES to review the results of their career assessments, the availability of training, and the appropriateness of that training. For those seeking post-secondary educational training (e.g., Associates Degree in Nursing), start times will depend on course availability. Short-term occupational training courses (e.g., nursing assistant, commercial truck driving) are available on a more frequent basis.

For all education and training activities, CMJTS ES obtain a course statement or class schedule from the educational institution or training provider, ongoing activity logs, and attendance records, in order to document participation hours. CMJTS staff obtain statements and schedules from high schools, alternative schools, and post-secondary institutions each quarter or semester.

Participants in GED, ABE, and ELL/ESL will record dates and hours of attendance on an activity log, signed by a school official, electronic attendance record, or verified by the ES, and submit it to the ES, at least monthly.

In order for an education and training program to be an approved activity in a participant’s employment plan, the participant must maintain satisfactory progress, as described by their education institution, in order to continue. In order for study time to be allowed, the ES must obtain from the school, training provider, or course instructor, a statement which specifies the amount of study time that is required or advised in order to make satisfactory progress or complete the education and training program.

III. Family Stabilization Services

Family Stabilization Services are available to help families become more stable. The opportunity for a modified employment plan, with fewer work or job search hours, may be available and FSS could help a client to stay out of sanction. A participant may be eligible for FSS if they meet any of the following criteria:
• Applying for SSI/SSDI benefits because of disability
• Ill, injured, or disabled (including physical and mental illness) when illness, injury, or disability will last more than 30 days, and keeps client from working 20 or more hours per week
• Caring for a seriously ill or disabled household member whose condition will last more than 30 days and client must be home to care for that person
• Child or adult in the client household is eligible for special medical services. For example, the household includes a child who is severely emotionally disturbed or an adult with serious and persistent mental illness.
• Victim of family violence
• In the United States for fewer than 12 full months after the month of entry
• Age 60 or older
• Difficulty reading, writing, or understanding English
• Chemical dependency
• Criminal/offender history
• Vocational expert determines the client cannot work 20 or more hours per week
• Learning disability, or an IQ below 80 and a vocational expert determines that the disability limits the type of work that can be done or determines the client cannot work 20 or more hours per week
• Receiving MFIP for more than 60 months because of an extension

Assistance is provided to help the participant obtain required documentation when they disclose the possibility of FSS criteria being met. When a participant demonstrates that they may meet any of the above FSS criteria, the CMJTS ES will work together with the county financial worker to get verification from a qualified professional to confirm eligibility. The ES will review cases through means of observation, and formal or informal assessment, to determine if there are significant barriers that could qualify a participant for FSS services. The ES will communicate with participants who appear to qualify and inform them of the potential benefit of providing documentation of their situation (e.g., disability, family violence).

For participants who meet criteria and are placed in FSS activities, an FSS employment plan is developed. An FSS plan will include activities needed to help the family. For example, it could include ESL or GED classes, medical appointments, looking for housing, etc. Participants may receive assistance with transportation and childcare expenses to allow them to participate in FSS activities.
CMJTS ES understand that sanctions are intended to motivate clients who are having difficulty participating in work activities. The CMJTS ES will take a proactive approach with clients to help them address and overcome barriers to program compliance and avoid sanctions. The ES reviews sanctioned cases and those who are not meeting participation rates, on a monthly basis, to determine if the case should be FSS. When a participant fits the criteria, and the documentation is obtained, the financial worker or ES provides a copy of the documentation, with a status update, to the staff in the other agency to move the individual into FSS. This allows ES the flexibility to provide more individualized services and to reduce the risk of Mille Lacs County receiving a federal penalty for failing to meet work participation requirements. These cases are not counted toward the work participation rate and are not reported as TANF cases.

If the ES or the participant thinks the individual might be eligible for FSS, a meeting is scheduled to obtain the proper documentation and to determine what services are needed to help the family become more stable. An FSS plan is developed, often with fewer work-related activity requirements, and includes activities needed to help the family. For example, it could include ESL or GED classes, medical appointments, participation in a planned treatment plan, looking for housing. Help with transportation and child care expenses are available to allow the FSS individual to participate in activities. Resources are used to further the goals of the family and move them toward economic stability. When appropriate, referrals are made to mental health services, vocational rehabilitation services, social security administration, family violence advocacy, and other professionals.

The ES develops employment plans with a broader range of activities and fewer hours to make sure it is appropriate to move the family forward. The FSS employment plan includes all required elements for FSS.

American Disability Act (ADA) requirements are reviewed and adhered to throughout FSS activities with participants. CMJTS trains all staff to work with and provide effective and appropriate accommodations to people with disabilities. Additionally, CMJTS has certified benefits analysis counselors on staff and all staff go through disability resource training to ensure universal access and quality services to all clients with disabilities. For example, to ensure the client can benefit from monthly face-to-face meetings with their ES, accommodations may be made to conduct these visits offsite for those FSS clients who are unable to travel to a CMJTS office location.

The ES will obtain releases of information with all known entities working with the participant. The ES develops a professional relationship with social workers, rehabilitation services staff, medical professionals, and other service providers and coordinates services when appropriate.

10
Sanction requirements for FSS are followed. Prior to imposing a sanction or sending a notice-of-intent-to-sanction (NOITS), the ES completes all reviews needed, confirms that the participant has the ability to comply with the plan as documented by behavioral and/or medical professionals, and has attempted a face-to-face visit, either in the office or at a location convenient for the participant.

CMJTS uses several strategies to ensure MAXIS is coded correctly for each participant. Correct FSS coding ensures the participant is state-only funded so that benefits may be delivered with the flexibility that the work participation rate does not offer. The ES and county worker each verify that the participant meets the criteria for FSS on an annual basis or more often, as required by the supporting documentation in file. CMJTS and financial services staff meet monthly to review preliminary data. The status of each participant is discussed during these meetings. If the status codes need updating, the financial worker makes the change(s) during the meeting.

**IV. Program and Quality Evaluation: Shared Responsibility and Increased Integration of Employment Services and Financial Assistance**

Communication between CMJTS and county staff is frequent. ES staff often attend unit meetings, when appropriate and invited. They also discuss specific cases on a one-on-one basis. If either the ES or financial worker receive documentation or information indicating a client is unable to fully-participate in required work activities, the ES or county financial worker will notify the other party immediately. Likewise, when the ES or financial worker receives documentation of activity participation hours (e.g., copies of pay stubs), this information is shared, as appropriate. ES staff regularly enter documentation of all activities (e.g., job search and job readiness activities, unpaid employment activities, education and training activities) into Workforce One participation hours.

The Department of Employment and Economic Development (DEED) pulls required data (in MAXIS and Workforce One) from the Data Warehouse to ensure performance measures are being met, including DEED data sets, preliminary data reports, the FSS Mismatch Report, and the County WPR Report. Regularly scheduled data meetings with county financial workers are scheduled and are essential to significant improvement to participant accessibility and participant success; it also fosters relationship-building and promotes effective communication between CMJTS and county staff. These meetings are used to verify MAXIS coding and Workforce One activity hours for each participant on the preliminary report. (Other factors and reports may be used to determine and reach participation hours).
Exhibit B

Central Minnesota Jobs and Training Services, Inc.

<table>
<thead>
<tr>
<th>MFIP - Mille Lacs</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Budget</strong></td>
<td></td>
</tr>
<tr>
<td><strong>% of Budget</strong></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong> $</td>
<td>212,376</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DWP - Mille Lacs</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Budget</strong></td>
<td></td>
</tr>
<tr>
<td><strong>% of Budget</strong></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong> $</td>
<td>49,243</td>
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</table>

PY20 Grand Total $ 261,619
Title of Item for Consideration:
Approve ProWest Server Migration and ESRI License Upgrade

<table>
<thead>
<tr>
<th>Consent Agenda</th>
<th>Regular Agenda – Estimate Time Needed: ______ minutes</th>
</tr>
</thead>
<tbody>
<tr>
<td>*Approve/Deny Motion</td>
<td>*Approve/Deny Motion</td>
</tr>
<tr>
<td>*Information Only</td>
<td>*Discussion Item</td>
</tr>
<tr>
<td><em>Schedule Public Hearing</em></td>
<td>*Direction Requested</td>
</tr>
<tr>
<td>*provide sample notice that will run in paper</td>
<td><em>Hold Public Hearing</em></td>
</tr>
<tr>
<td></td>
<td>*Presentation of Information</td>
</tr>
</tbody>
</table>

Submitted by: Michael Virnig  
Department: Technology Services

Who will attend the meeting and be able to respond to questions? Give name and title:  
Michael Virnig, Technology Services Manager

Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates):
Current ARCGIS server application is located on a Windows 2008R2 server reaching end of life in January 2020. We are also facing a December 31, 2019 deadline to install an SSL certificate on this server to allow the web program LINK access to the Internet. The current LINK program with ProWest is also reaching a point where it will no longer be supported after 2020 requiring Mille Lacs County to transition to ESRI Web App Builder or WAB. In doing this, licensing with ESRI will require an upgrade to ARCGIS Server Standard Enterprise/Portal. This project scope of work (SOW) with ProWest will migrate the current ARCGIS server data to a new Windows server; setup the required SSL certificate; setup links to internal programs; provide ARCGIS upgrade license with ESRI; Portal installation; knowledge transfer and portal training.

Alternatives/Options/Comments:
These are required changes and upgrades to allow the continuance of the County GIS program and public access.

Recommended Action/Motion:
Approve ProWest Server Migration and ESRI License Upgrade.

Financial Impact:
Is there a cost associated with this request? ☑Yes ☐No
What is the total cost, including tax and shipping? $10,759.44
Are funds available in the budget? ☑Yes ☐No  If no, please explain:

Additional Information Attached:
☐ Contract/Agreement  
Approved by County Attorney’s Office: ☑Yes ☐No  If no, please explain: ________________________________
☐ Minutes of Relevant Meeting(s)
☐ Background Information (such as price quotes, etc.)
Scope of Work attached

Board action: (for use by Recording Secretary)
☐ Approved  ☐ Denied  ☐ Tabled:
Mille Lacs County, MN

LINK Migration, Esri Licensing & New Server Set-Up Technical Services Scope
Updated Ocotober 2019

Date: October 30, 2019

Client: Michael Virmig
Technology Services Manager
Mille Lacs County, MN

PWA’s LINK product is available on the Esri’s Web AppBuilder (WAB) platform. After December 31st, 2020, the current LINK interface will no longer be supported due to deprecated code base by Microsoft and Esri.

The County currently uses the public version of LINK WAB, but the internal version will need to be migrated to WAB as well. The transition to the Esri WAB platform will require Esri licensing considerations which are discussed below.

Current Public LINK WAB Version. The Internal LINK WAB version will have the same interface, but will have different layers/functionality based on the current internal setup.
**PROJECT MANAGEMENT**

Pro-West & Associates Project Manager: Jennifer Ward  
Phone: 320-207-6860  
Email: jward@prowestgis.com

Client Project Manager:  
Michael Virnig  
Phone: 320-983-8480  
Email: Michael.Virnig@co.mille-lacs.mn.us

Project Schedule: TBD

**CLIENT RESPONSIBILITIES/ASSUMPTIONS FOR LINK MIGRATION**

1. Provide remote access to servers  
2. Provide PWA admin access to the county’s ArcGIS Online Organizational account  
3. Test solution and update on the County website  
4. For this scope of work, PWA assumes that existing hardware the ArcGIS Server software currently resides on will remain as is  
   - PWA is aware that the County may be purchasing/implementing new hardware for the ArcGIS Server software, and has created a separate scope for these services. Please see scope for “New Server Set-Up Technical Services”

*If client needs assistance with responsibilities, additional hourly charges will apply

**DELIVERABLES FOR LINK MIGRATION**

Internal LINK Migration to the Esri WAB Platform  
The following will be configured at no additional cost. LINK Maintenance (now PWA Services Maintenance Program) covers all of the below configurations and installation.

1. Tax Parcel Viewer - Internal

   - Searches and/or Queries:  
     - Parcel Number  
     - Taxpayer  
     - Physical Address  
     - Subdivision  
     - Sec/Twp/Rng  
     - Township

   - Reports  
     - Parcel Report  
     - Assessor Images  
     - Assessor Sketches  
     - Survey Documents  
     - Zoning Documents
• Download CSV

2. Mailing Labels
   a. PWA suggests that this be configured as a separate solution
   b. PWA version

3. Soils Solution
   a. At the time of this scope, the soils solution has not been migrated to the Esri WAB platform. Once the migration is completed (in 2020), PWA will coordinate the update with the County. The setup will be included as part of the maintenance fees.
   b. The County will continue to use the existing Soils solution until the migration has been completed

4. Internal Branded Map Gallery
   a. PWA will configure an internal Map Gallery with the following solutions
      i. Internal Tax Viewer
      ii. Mailing Labels
      iii. Soils

5. Map Service Configuration
   a. PWA will update the overall configuration of the map services to support the new Esri WAB platform requirements
   b. This will not affect how end users see the data on the map
   c. Documentation will be provided regarding the location and names of the mxds, map services, web maps and other supporting content.

6. Configuring named users to access new internal application

7. End user training – County Staff Webinar to review applications and features

End User Expectations for Internal Solutions
1. The internal interface will look like the current mobile public site
2. Some tools will look different or be in a slightly different location on the interface

Esri Licensing Options
Esri's software and overall licensing has evolved since the County first purchased ArcGIS Server. Because LINK will be moving to Esri's current WAB platform, the County will need to consider updating the Esri software, which follows a subscription model. Esri's subscription model licenses "people", or "named users". Once a user has a "named user" account, they have access to any internal application built on the WAB platform (that they have been given permission to view).

PWA has outlined the option for licensing updates, both of which would include Esri and PWA fees to update. Final costs will be determined after a consultation with your PWA account manager.
<table>
<thead>
<tr>
<th>Upgrade Licensing to: ArcGIS Server Standard Enterprise / Portal</th>
<th>Named User Licensing</th>
<th>End User Login</th>
<th>Additional Tasks</th>
<th>Additional Servers</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Includes unlimited View Only Portal named users</td>
<td>Seamless integration with Active Directory</td>
<td>SQL Standard Licensing needed (Version 2016 or 2017)</td>
<td>SQL Server</td>
<td>ESRI Costs</td>
<td></td>
</tr>
<tr>
<td>Purchase additional named users for editing or field use</td>
<td>End users login with domain accounts</td>
<td>GIS data migration</td>
<td>Server for Portal</td>
<td>Named Users: Costs will vary</td>
<td></td>
</tr>
<tr>
<td>Requires 1 Creator license</td>
<td>REQUIRES THE END USER TO TYPE IN A USERNAME &amp; PASSWORD</td>
<td>Tax download update</td>
<td>Optional Public Web Server</td>
<td>ArcGIS Server Standard Enterprise Upgrade Fee: $5,000</td>
<td></td>
</tr>
<tr>
<td>ArcGIS Standard Desktop (Concurrent)</td>
<td>Requires VPN access to be setup by Client IT for any mobile/field users (Internal mobile solutions on a wireless connection only)</td>
<td>Map republishing</td>
<td>Portal Install:</td>
<td>Maintenance increase to Esri for Standard Enterprise: $2,500 (after the first year)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Portal software install (w/ internal domain SSL certificates generated by the Client)</td>
<td></td>
<td>ArcGIS Standard Desktop: Upgrade to Concurrent license. No additional cost from Esri to upgrade an existing single use standard license to a concurrent standard license.</td>
<td></td>
</tr>
</tbody>
</table>

**PWA Costs**

<table>
<thead>
<tr>
<th>Portal Install:</th>
<th>$3,037.38 - including travel costs (PWA strongly recommends onsite Portal setups. This will include knowledge transfer and portal training to applicable IT/GIS staff at the County.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax Download Update:</td>
<td>(Move to new SQL, update nightly process)</td>
</tr>
<tr>
<td></td>
<td>$742.38</td>
</tr>
<tr>
<td>Data Migration:</td>
<td>$494.92</td>
</tr>
<tr>
<td>Map Republishing:</td>
<td>Republishing of map services specific to LINK would be included</td>
</tr>
</tbody>
</table>
Suggested Server Specs

SQL Server Hardware
- Cores: 4
- RAM: 16GB
- Hard Drive space: 150GB

Portal Server Hardware
- Cores: 4
- RAM: 10GB
- Hard Drive space: 250GB
- Discussion regarding SSL Certificate requirements will need to occur

Optional Public Web Server
- Cores: 4
- RAM: 6GB
- Hard Drive space: 100GB
- Discussion regarding SSL Certificate requirements will need to occur

(please see #5 Map Service Configuration on previous page).

- Any map service republishing or hard re-patching needs beyond the migration of UNX, for instance map services the County has created as part of in-house AGO solution development, would not be included. If technical support were needed, additional costs would apply.

OTHER Possible Costs:
- SQL License
- SQL Server Hardware
- Portal Server Hardware
- Optional Public Web Server Hardware
Retain current Esri licensing

Esri Named User Licensing Options – ArcGIS Online or Portal (10.7)

<table>
<thead>
<tr>
<th>Role</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Creator</td>
<td>$500/person/yr</td>
</tr>
<tr>
<td>Viewer</td>
<td>$100/person/yr</td>
</tr>
<tr>
<td>Field Worker</td>
<td>$350/person/yr</td>
</tr>
<tr>
<td>Editor</td>
<td>$200/person/yr</td>
</tr>
<tr>
<td>GIS Professional</td>
<td>Varies (Pro purchase only/Desktop)</td>
</tr>
</tbody>
</table>

*Descriptions of the levels can be found here: https://www.esri.com/en-us/arcgis/products/arcgis-online/pricing

**Disclaimer:** The above Esri licensing is subject to change. Contact PWA Account Manager for updated licensing information prior to approving this scope.

- Setup new server
  - # of Cores: 4
  - RAM: 24 GB – 32 GB
  - Hard Drive Space: 500 GB – 1 TB
- Setup PWA an account that is a member of the local administrators group on the server to install software
- Supply PWA Remote connection information to the new web server
- Make sure PWA is able to transfer files between the existing server and the new server
- Supply PWA a domain account with a non-expiring password that will be used as the service account for the ArcGIS Server software install.
- Download the following software from the my Esri site
  - ArcGIS Server 10.7.1
  - ArcGIS Desktop 10.7.1
  - ArcGIS Web Adapter (IIS) 10.7.1
- Download the following license files
  - ArcGIS Server 10.7.1
- When PWA has completed the server setup and is ready to go live, make necessary changes to point the gis.co.mille-lacs.mn.us proxy to the new server
- Setup SSL Certificate in IIS for gis.co.mille-lacs.mn.us on new server
- Be available for all online meetings that will be needed to install software on new server and publish map services
- Setup the NCftpget.exe program on new server
- Verify that the new server can connect to the ftp site 10.10.8.7
- Setup any existing scheduled tasks on the new server that aren't ran by the prowest user.
- Verify that the new server can access the Application Xtender Web Service
  - http://svr-8r2-appx3/AppXtenderServices/AxServicesInterface.asmx
Install ArcGIS Server 10.7.1 on new server and authorize
Install any applicable ArcGIS Server patches
Install ArcGIS Web Adaptor (IIS) 10.7.1 on new server
Install ArcGIS Desktop 10.7.1 on the new server and authorize
Install LINK and LINK WAB
Setup all scheduled tasks on new server that existed on current server that are ran by the prowest user.
Copy all necessary files and folders from the existing server to the new server.
Set up tax download process, nightly scheduled tasks

Esri Costs: $5,000.00
PWA Costs: $5,759.44
Total Cost: $10,759.44

Cost Estimate is based on the assumption that the LINK Migration/Enterprise Upgrade and New Server Set-Up occur at the same time. Should the County decide to conduct the new sever set-up prior to the LINK Migration and Enterprise Upgrade, PWA will provide the county with an updated cost.

Invoicing Schedule: PWA will invoice monthly based on percent of project completed.

If the scope, objectives, or timeline change significantly before the project is completed, we will agree to discuss any necessary modifications to our agreed-upon fee or to the scope, objectives, or timeline of the project.

* Payment is due within 45 days of an invoice date. If payments are not received within 45 days of the invoice date, a late fee of 1.5% of the invoice amount will be charged for each 45 day cycle that the payment is late.
** 3% convenience fee will be added for payment by credit card

To proceed with the described services in this estimate, please sign and date below and return to the Project Manager listed above.

CLIENT
Acceptance Signature: ____________________________ Date: __________

Pro-West & Associates
Signature: ____________________________ Date: __________

Estimate valid for 90 days
**Title of Item for Consideration:**
Approve CenturyLink 911 VIPER Equipment Replacement

**Consent Agenda**
- [ ] Approve/Deny Motion
- [ ] Information Only
- [ ] Schedule Public Hearing*
  *provide sample notice that will run in paper

**Regular Agenda – Estimate Time Needed:** ___ minutes
- [ ] Approve/Deny Motion
- [ ] Discussion Item
- [ ] Direction Requested
- [ ] Hold Public Hearing*
- [ ] Presentation of Information
  *provide copy of hearing notice that was published

**Submitted by:**
Michael Virnig

**Department:**
Technology Services

**Who will attend the meeting and be able to respond to questions?**
Give name and title:
Michael Virnig, Technology Services Manager

**Summary of Issue**
(include previous Board or Committee actions and/or minutes, as well as applicable dates):
Current CenturyLink VIPER equipment supporting the three 911 positions are six to eight years old and have reached end of life, end of support, and require replacement. This project replaces the VIPER system equipment rack and bundle with Power 911 client access license upgrades. Signing the quote from CenturyLink will include maintenance of current equipment until it can be replaced in early 2020. CenturyLink also guarantees the negotiated discounts in this quote. This proposal includes 12 months of CenturyLink hardware and local technical support, and extends the software support from the manufacturer for another year.

**Alternatives/Options/Comments:**
These are required changes and upgrades to prevent equipment failure in the 911 dispatch center. Project to be purchased in 2020.

**Recommended Action/Motion:**
Approve CenturyLink 911 VIPER Equipment Replacement.

**Financial Impact:**
- [ ] Yes
- [ ] No

**Is there a cost associated with this request?**
- [ ] Yes
- [ ] No

**What is the total cost, including tax and shipping?**
$114,270.76

**Are funds available in the budget?**
- [ ] Yes
- [ ] No
If no, please explain:

**Additional Information Attached:**
- [ ] Contract/Agreement
  Approved by County Attorney’s Office:
  - [ ] Yes
  - [ ] No
  If no, please explain: Pending approval

- [ ] Minutes of Relevant Meeting(s)

- [ ] Background Information (such as price quotes, etc.)
  CenturyLink Quote

**Board action:** (for use by Recording Secretary)
- [ ] Approved
- [ ] Denied
- [ ] Tabled
<table>
<thead>
<tr>
<th>Location: Mille Lacs</th>
<th>Description</th>
<th>Unit Price</th>
<th>Qty</th>
<th>Total Price</th>
<th>Contract Term (Months)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Materials</strong></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>912817/BB</td>
<td>7 Foot Cabinet Prebuilt Building Block</td>
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<tr>
<td>912890/BB</td>
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<tr>
<td>912800</td>
<td>VIPER Gateway Shelf</td>
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<td>912811/U</td>
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<td>912812/U</td>
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<td>912814</td>
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<tr>
<td>912814/U</td>
<td>9-1-1 Ingress via SIP - License per position Upgrade</td>
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<td>3</td>
<td>$-</td>
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<tr>
<td>911716/24</td>
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<td>$5,365.26</td>
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<tr>
<td>911716/3</td>
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<tr>
<td>914121/1</td>
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<td>$998.79</td>
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<td>911801</td>
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<td>$442.32</td>
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<td>911808</td>
<td>A9C G3, Call Handling Accessories</td>
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<td>A9C G3: Bundle</td>
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<td>Power Metrics - Service set-up: single RDDM: MIS Enabled</td>
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<td>$2,092.68</td>
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<tr>
<td>914148/CD</td>
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<td>$121.95</td>
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<td></td>
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<tr>
<td>244P0000065-001</td>
<td>CAMA Shelf Cable assembly (Drawing)</td>
<td>$48.73</td>
<td>2</td>
<td>$97.46</td>
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<td>TBD</td>
<td>Misc. Material</td>
<td>$518.29</td>
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<td>DISCOUNT MNTC</td>
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<tr>
<td>DISCOUNT SVC</td>
<td>Service Discount</td>
<td>$(3,727.90)</td>
<td>1</td>
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<td>DISCOUNT SYST</td>
<td>System Discount</td>
<td>$(7,873.00)</td>
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<td>DISCOUNT REC SVC</td>
<td>Recurring Services Discount</td>
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<tr>
<td>Support</td>
<td>Power Metrics - 1-4 pos. annual service per PSAP Year 1</td>
<td>$2,012.20</td>
<td>1</td>
<td>$2,012.20</td>
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<td>P10219</td>
<td>Power Metrics Suite - Annual access contract per PSAP Year 1</td>
<td>$1,170.73</td>
<td>1</td>
<td>$1,170.73</td>
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<tr>
<td>Description</td>
<td>Price</td>
<td>Units</td>
<td>Total</td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------------------------------------------------------------------</td>
<td>-----------</td>
<td>-------</td>
<td>-----------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Software Subscription Service - 1 Year/Position Year 1</td>
<td>$1,829.27</td>
<td>2</td>
<td>$5,487.81</td>
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<tr>
<td>Software Protection and Remote Technical Support - 1 Year/Position Year 2</td>
<td>$731.71</td>
<td>3</td>
<td>$2,195.13</td>
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<td>CenturyLink Onsite Support</td>
<td>$14,326.09</td>
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<tr>
<td>Integration</td>
<td>$5,853.60</td>
<td>1</td>
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<td>Front Room Equipment Staging - Per Position</td>
<td>$304.88</td>
<td>3</td>
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<td>Back Room Equipment Staging - Per Cabinet</td>
<td>$2,134.15</td>
<td>1</td>
<td>$2,134.15</td>
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<td>Professional Services (per Day)</td>
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<td>$9,146.35</td>
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<td>Living Expense per Day per Person</td>
<td>$243.90</td>
<td>7</td>
<td>$1,707.30</td>
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<td></td>
</tr>
<tr>
<td>Travel Fee per Person</td>
<td>$1,524.39</td>
<td>1</td>
<td>$1,524.39</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Three (3) Hours of eLearning</td>
<td>$481.71</td>
<td>1</td>
<td>$481.71</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Living Expense per Day per Person</td>
<td>$243.90</td>
<td>4</td>
<td>$975.60</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Travel Fee per Person</td>
<td>$1,524.39</td>
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<td>$1,524.39</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Power 911 Administrator Training</td>
<td>$1,829.27</td>
<td>1</td>
<td>$1,829.27</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Power 911 User Training</td>
<td>$1,829.27</td>
<td>1</td>
<td>$1,829.27</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CCS Training</td>
<td>$1,829.27</td>
<td>1</td>
<td>$1,829.27</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Living Expense per Day per Person</td>
<td>$243.90</td>
<td>3</td>
<td>$731.70</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Travel Fee per Person</td>
<td>$1,524.39</td>
<td>1</td>
<td>$1,524.39</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Management Services</td>
<td>$1,676.00</td>
<td>1</td>
<td>$1,676.00</td>
<td></td>
<td></td>
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<tr>
<td>Shipping and Handling</td>
<td>$1,226.00</td>
<td>1</td>
<td>$1,226.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Materials Total**: $53,571.77  
**Support Services Total**: $25,191.86  
**Implementation Total**: $33,882.03  
**Shipping and Handling Total**: $1,225.00

**Grand Total Price to Customer**: $114,270.76

Note: Changes to configuration may result in pricing changes. This quote also excludes sales tax, which will be added to the invoice. Any expedite fees incurred after quote acceptance will be added to the invoice.

This quote is subject to the agreement currently in force between CenturyLink and Customer under which Customer has agreed to the terms and conditions for purchase of equipment and any associated installation and maintenance (the "Agreement"). This quote will not become effective unless and until CenturyLink and Customer have executed the Agreement referenced in this section.

Customer Representative: ____________________________________________
Customer Signature: ________________________________________________
Job Title: _________________________________________________________
Date: _____________________________________________________________

CenturyLink Representative: ________________________________________
CenturyLink Signature: ____________________________________________
Job Title: _________________________________________________________
Date: _____________________________________________________________
Title of Item for Consideration:
Cancel CodeRed Contract and Contract with Rave Mobile Safety

Consent Agenda
☑ Approve/Deny Motion ☐ Information Only
☐ Schedule Public Hearing *

Regular Agenda – Estimate Time Needed: ______ minutes
☐ Approve/Deny Motion ☐ Discussion Item
☐ Direction Requested ☐ Hold Public Hearing *
☐ Presentation of Information

*Provide sample notice that will run in paper
*Provide copy of hearing notice that was published

Submitted by:
Al Fjerstad
Department:
Sheriff’s Office

Who will attend the meeting and be able to respond to questions? Give name and title:
Al Fjerstad, PSAP Manager

Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates):
The CodeRed Mass notification System costs Mille Lacs County $13,500 dollars a year. This system is very
difficult to use, and takes many steps to send out an alert. The RAVE Mobile Safety Alert system will cost Mille
Lacs County $10,300 dollars the first year, and $6,500 every year after. This system is very easy to use, has many
more features than CodeRed, and can send out an alert in three steps. The Mille Lacs County CodeRed contract is
up in March 2020. RAVE has said they will give us two months free, so I intend to have the system in place in
January 2020, which will give us two months to notify our current customers using CodeRed that we will be
changing to the RAVE Alert System.

Alternatives/Options/Comments:

Recommended Action/Motion:
Approve cancellation of contract with the CodeRed System, and begin contracting with the RAVE Alert System.

Financial Impact:
Is there a cost associated with this request? ☑ Yes ☐ No
What is the total cost, including tax and shipping? $See Summary
Are funds available in the budget? ☑ Yes ☐ No If no, please explain:

Additional Information Attached:
☐ Contract/Agreement
Approved by County Attorney’s Office: ☑ Yes ☐ No If no, please explain:
☐ Minutes of Relevant Meeting(s)
☐ Background Information (such as price quotes, etc.)

Board action: (for use by Recording Secretary)
☐ Approved ☐ Denied ☐ Tabled:
Rave Alert™, the leading emergency notification solution, is proven to help campuses deliver unlimited messages to unlimited recipients with an easy-to-use interface accessible from any Internet-connected device.

- In three clicks, anyone can send a message in an emergency through text, email, voice, IPAWS-OPEN, WebEOC, public address systems, desktop alerts, digital signage and more.

- Ongoing proactive freshness checks mean Rave Alert sends the right message to the right user every time.

- Rave Alert’s unmatched performance sends in excess of 2,000 SMS messages per second and 500 million messages a year.

Reach Your Campus in Three Clicks
Build a Resilient Campus with Emergency Notifications Delivered in a Matter of Seconds
EASY-TO-USE INTERFACE
Any user can send a Rave Alert™ with the right message to the right recipient at the right time from any Internet-connected device. It only takes three clicks to send a CAP-compliant Rave Alert via text, email, voice, IPAWS-OPEN, desktop alerts, sirens and digital signage — simultaneously. This ensures your targeted audience receives your messages immediately.

UNMATCHED PERFORMANCE AND RELIABILITY
You can push a button in Rave Alert and know the message will be sent to your entire database in a matter of seconds. Our customers send 500 million notifications annually at delivery speeds in excess of 2,000 SMS messages per second.

Rave's public safety grade infrastructure of multiple carriers, carrier networks and aggregators, and geo-redundant data centers, ensures top emergency notification system performance and delivery.

SUPERIOR DATA MANAGEMENT
Automatically keep your data current and accurate. Rave Alert offers automated "set it and forget it" data management with ongoing, proactive freshness checks. For data synchronization across your systems, our Smartloader accepts CSV files, regardless of origin, and Web APIs that allow real-time updates of your data within Rave Alert.

"It can be difficult to connect with students, whether they are Generation Z or Baby Boomers. We find that many of our students don't check email, but prefer texting or using messaging apps. With the Rave platform, we are able to contact students through different avenues and means to stay on the cutting edge."

LORI HALL, PUBLIC INFORMATION OFFICER
CLACKAMAS COMMUNITY COLLEGE, OREGON CITY, OR

UNLIMITED INTERNAL AND EXTERNAL COMMUNICATIONS
Rave Alert is built for campus-wide emergency communications, as well as ongoing targeted communications. There's no limit to the number of administrators, lists or messages you can send, making Rave Alert the perfect solution for internal communications.

Its geo-poll feature allows you to solicit staffing requests or volunteer sign-ups through simple poll questions via SMS, email and voice calls. If you need to quickly mobilize a team, Rave Alert's conference bridge connects everyone within one click of a button.

For temporary campus visitors, contractors or parents, Rave Alert's SMS Opt-In feature enables people to easily sign up for alerts by texting a keyword or a short code. Now, everyone on your campus can be notified of an emergency without adding them to your database.

GREATER ENGAGEMENT WITH A CUSTOM-BRANDED MOBILE APP
Rave Alert can send geo-targeted push notifications to the custom-branded Rave Guardian™ app. In two steps, students are automatically authenticated and can update their personal information in Rave Alert. Rave Guardian provides additional ways, such as routed chats, confidential tips, a call directory, a safety timer and a content portal, for students to engage more with their schools.
MILLE LACS COUNTY

PROPOSAL FOR: MILLE LACS COUNTY, MN

Account Executive: Brandon Silverstein
774-244-3809 | bsilverstein@ravemobilesafety.com

Date submitted: 9.17.19

ABOUT RAVE MOBILE SAFETY

Rave Mobile Safety provides the leading critical communication and data platform trusted to help save lives.

Rave connects millions to those trusted to protect them, by providing innovative solutions to prepare better, respond faster, and communicate more effectively during emergencies.

SAFETY ACT CERTIFIED BY THE DEPARTMENT OF HOMELAND SECURITY
Rave Safety Solutions, the leading mass communication platform, is proven to help organizations send timely and targeted two-way communications to rapidly notify and engage employees across all channels wherever they are located.

Thousands of State and Local agencies rely on Rave during all types of disruptions and operational needs, such as IT outages, cybersecurity threats, wellness checks, staffing needs, emergencies, severe weather, office closings, and executive staff communication.

- **Send a message in three clicks** through text, email, voice, app push notifications, PA systems, desktop alerts, digital signage and more.
- **On-going proactive freshness checks** means the right message is sent to the right user with unmatched performance.
- **Connect and protect employees** with a custom branded mobile app.
"Every corporation that cares about the preparedness and safety of their employees should be utilizing Rave’s products now. They are the most effective I’ve encountered.”

SAFETY SOLUTIONS STANDARD

UNMATCHED MESSAGE DELIVERY AND REACH
Rave’s easy to use interface ensures your targeted audience receives your messages via multiple communication methods as quickly as possible.

- Multi-modal Messaging: Premium SMS, HTML email, voice, and RSS.
- Reach a Wider Audience: Unlimited social reach through your Facebook and Twitter channels.

EASY TO USE AND SCALE
Rave Alert’s interface has been tested by thousands of organizations for maximum efficiency. Most administrators can be trained in under an hour.

- Confident Send Flow: Rave Alert has built in safeguards to reduce human error and ensure a false alarm doesn’t disrupt your business operations.
- Role Based Access Controls: Provide tailored views and functionality for each user allowing you to roll out to many departments with personalized safeguards.

SUPERIOR DATA MANAGEMENT
Keep your data current and accurate with employee opt-in or manual administration.

- Manual CSV Upload (Managed Contacts): Upload .CSV files regardless of origin, and web APIs that allow real-time updates of your data within Rave Alert.
- Self-Service Opt-In Portal: Have employees enter additional information in Rave’s self-service opt-in portal.

UNPARALLELED CUSTOMER SUPPORT & SERVICES
With Rave, you get more than a phone number. You get 24-7-365 access to live technical support provided by Rave employees. Your team always has access to Rave product professionals for advice or general questions. We also provide on-going live training webinars, marketing resources, and collaborative sessions.

RAVE MOBILE SAFETY
DEPLOYMENT OVERVIEW
Typical implementation timetable spans 5-10 business days, assuming availability of required resources at the customer site. This timetable may vary based on specific customer needs, implementation of optional integrations, or configuration needs for features requiring some customization.

- Client Manager is available to coordinate implementation within the first 60 days after contract signing, unless otherwise agreed upon by mutual consent.
- Client Manager provides up to 12 hours of dedicated access during the deployment process, inclusive of deployment activities on the hosted platform.

PROJECT COMPONENTS AND MILESTONES
Project Initiation – Establishes project roles and contact points, defines core objectives for overall deployment, and presents milestone goals for project timelines.

- Online Kick-off Meeting (1-1.5 hours) – Web meeting with all project stakeholders covering:
  - Overview of the Platform
  - Access to product resources
  - Implementation process overview
    - SmartLoader options
    - Registration and authentication options

IMPLEMENTATION
Planning and Deployment Phase (up to 10 hours of Client Management)

- Deployment of hosted site, login credentials provided (Rave)
- Implementation of one-time data loading, general configuration
- Implementation of optional SmartLoader and enterprise authentication integrations
- Implementation of geo-targeting and map-based tools
- Functional testing and technical review
- Training for administrators and alert authors using online courseware
- Project Conclusion and Transition to Standard Technical Support
- Production release milestone, customer next-steps
  - Scheduled “go-live” date
  - Preparation for full system test
  - Program marketing, support website, and related tasks
- Client Manager hand-off to Standard Technical Support process
- Project review and feedback
## SOFTWARE COSTS & PROFESSIONAL FEES

<table>
<thead>
<tr>
<th>SAFETY SOLUTIONS PREMIUM</th>
<th></th>
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<tbody>
<tr>
<td><strong>Annual Fee</strong></td>
<td>$6,500</td>
</tr>
<tr>
<td><strong>One-Time Setup</strong></td>
<td>$1,800</td>
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### Communication Modes

<table>
<thead>
<tr>
<th>Feature</th>
<th>Included</th>
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</thead>
<tbody>
<tr>
<td>Premium SMS</td>
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</tr>
<tr>
<td>HTML Email</td>
<td></td>
</tr>
<tr>
<td>Unlimited Voice (Optional)</td>
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</tr>
<tr>
<td>RSS</td>
<td></td>
</tr>
<tr>
<td>CAP</td>
<td></td>
</tr>
<tr>
<td>Automatic Translation (Text/Email)</td>
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<tr>
<td>1-Click Conference Bridge</td>
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<tr>
<td>Polling</td>
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</tr>
<tr>
<td>SMS Opt-In Keyword</td>
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</table>

### Additional SMS Opt-In Keyword(s) (Optional)

- **Included**

### IPAWS Integration (Optional)

- **$2000 One-time Setup**

### User Management

<table>
<thead>
<tr>
<th>Feature</th>
<th>Included</th>
</tr>
</thead>
<tbody>
<tr>
<td>Self-Service Opt-In Portal</td>
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</tr>
<tr>
<td>Manual CSV Upload (Managed Contacts)</td>
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</tr>
<tr>
<td>Role Based Access Controls</td>
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</tr>
<tr>
<td>Single Sign-On Authentication (Optional)</td>
<td>$1,500/yr</td>
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</table>

### Support

<table>
<thead>
<tr>
<th>Feature</th>
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</thead>
<tbody>
<tr>
<td>24x7 Emergency Hotline</td>
<td></td>
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<tr>
<td>Email Support</td>
<td></td>
</tr>
<tr>
<td>Live Online Training Webinar</td>
<td></td>
</tr>
<tr>
<td>Training Center</td>
<td></td>
</tr>
</tbody>
</table>

*Prices above do not include tax—if applicable, which will be calculated at purchase.*
## RAVE PRICING

### Rave Alert

<table>
<thead>
<tr>
<th></th>
<th>One-time Setup</th>
<th>IPAWS One-time setup</th>
<th>Annual</th>
<th>Year 1</th>
<th>Year 2</th>
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<tbody>
<tr>
<td>Rave Alert</td>
<td>$1,800</td>
<td>$2,000</td>
<td>$6,500</td>
<td>$10,300</td>
<td>$6,500</td>
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</tbody>
</table>

RAVE MOBILE SAFETY • PROPRIETARY AND CONFIDENTIAL • 6
**Title of Item for Consideration:**
Accept Donation from the Milaca Fire Department

<table>
<thead>
<tr>
<th>Consent Agenda</th>
<th>Regular Agenda – Estimate Time Needed: ___ minutes</th>
</tr>
</thead>
<tbody>
<tr>
<td>✔ Approve/Deny Motion</td>
<td>✔ Approve/Deny Motion</td>
</tr>
<tr>
<td>☐ Information Only</td>
<td>☐ Discussion Item</td>
</tr>
<tr>
<td>☐ Schedule Public Hearing*</td>
<td>☐ Direction Requested</td>
</tr>
<tr>
<td>*provide sample notice that will run in paper</td>
<td>☐ Hold Public Hearing*</td>
</tr>
<tr>
<td></td>
<td>☐ Presentation of Information</td>
</tr>
<tr>
<td></td>
<td>*provide copy of hearing notice that was published</td>
</tr>
</tbody>
</table>

Submitted by: Sheriff Don Lorge  
Department: Sheriff’s Office

Who will attend the meeting and be able to respond to questions? Give name and title: Sheriff Lorge

**Summary of Issue:**
The Milaca Fire Department donated $6,000 to Mille Lacs County to be used to make modifications to the RG-31 MRAP vehicle acquired by the Sheriff’s Office (see attached bill for equipment and labor cost to SwatMod) The Sheriff’s Office is asking the Board to accept the donation from the Milaca Fire Department to be used for these modifications.

**Alternatives/Options/Comments:**

**Recommended Action/Motion:**
Accept donation of $6,000 from the Milaca Fire Department to utilize for modifications to the RG-31 MRAP vehicle.

**Financial Impact:**

Is there a cost associated with this request? ☐ Yes ☒ No

What is the total cost, including tax and shipping? $__

Are funds available in the budget? ☐ Yes ☒ No  If no, please explain:

**Additional Information Attached:**

☒ Contract/Agreement

☐ Minutes of Relevant Meeting(s)

☒ Background Information (such as price quotes, etc.)

Quote

**Board action:**
(for use by Recording Secretary)

☐ Approved  ☐ Denied  ☐ Tabled:
The following is for Modifications to your RG-31 MRAP.

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Estimated Time</th>
<th>Parts Cost</th>
<th>Total Estimated Cost</th>
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</thead>
<tbody>
<tr>
<td>Supplies and labor to repair delaminated/cloudy/damaged glass. The Driver front and Passenger, side windows were removed, repaired, and reinstalled.</td>
<td></td>
<td>$770.00</td>
<td></td>
</tr>
<tr>
<td>Parts and labor to install agency provided Police Light Bar to the roof of the MRAP. The control box was mounted inside and wired to the light bar.</td>
<td></td>
<td>$330.00</td>
<td></td>
</tr>
<tr>
<td>Parts and installation of rear steps that stow up for off road travel.</td>
<td></td>
<td>$1,070.00</td>
<td></td>
</tr>
<tr>
<td>Parts and labor for bench seating - steel construction with 68&quot; long seats on each side with 3&quot; padded upholstery. Open backs with an upper back rest to accommodate kit gear. High quality, durable materials.</td>
<td></td>
<td>$3,060.00</td>
<td></td>
</tr>
<tr>
<td>Parts and labor to replace the side view mirrors as the factory mirrors were incomplete/inoperable.</td>
<td></td>
<td>$680.00</td>
<td></td>
</tr>
<tr>
<td>Parts and labor to install a winch control on the interior of the vehicle so the MRAP operator can control the winch when in use. Currently there is no way to utilize the winch as the (hard to find) wired remote control was not included with the acquisition.</td>
<td></td>
<td>$275.00</td>
<td></td>
</tr>
</tbody>
</table>
Extreme Bubba Rope –
Breaking Strength: 131,500 lbs.
2" x 30' — The Extreme Bubba Power Stretch™ recovery rope is ideal for safely recovering heavy-duty vehicles from sticky situations!

DISCOUNT: 
$779.00

Total: 
$6,000.00

Total Due Now: $6,000.00

Please make check payable to “SWATMOD LLC”.

Thank you for your business. We do expect payment within 30 days, so please process this invoice within that time. There will be a 5% interest charge per month on late invoices.

Please make check payable to “SWATMOD LLC” or pay via direct deposit.

Please Sign and Return:

_________________________________________ Print: ___________________________ Date ___________________________
**Requested Meeting Date:** 11/05/2019  
*(Board meets the 1st and 3rd Tuesday of each month)*

| Title of Item for Consideration: Approval Of The Disposal Of Abandoned Property |
|---|---|
| **Consent Agenda** | **Regular Agenda – Estimate Time Needed:** _______ minutes |
| [☑] Approve/Deny Motion | [☐] Approve/Deny Motion |
| [ ] Information Only | [☐] Discussion Item |
| [ ] Schedule Public Hearing* | [☐] Direction Requested |
| *provide sample notice that will run in paper | [☐] Hold Public Hearing* |
| | [☐] Presentation of Information |
| | *provide copy of hearing notice that was published |

<table>
<thead>
<tr>
<th>Submitted by:</th>
<th>Department:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sheriff Don Lorge</td>
<td>Sheriff’s Office</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Who will attend the meeting and be able to respond to questions? Give name and title:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sheriff Lorge</td>
</tr>
</tbody>
</table>

**Summary of Issue:** Approve the disposal of abandoned vehicle held by Mille Lacs County Sheriff’s Office. All abandoned vehicles unsafe for operation will be transported off the county owned property by an insured auto salvage dealer at no expense to the county. All proceeds will be turned over to the county auditor guided by State Statute for dispersal of proceeds. Abandoned vehicles to be disposed of: 05003153 1993 Buick Skylark JWW455 VIN 1g4nv54n9pc300084; 13002168 1994 GMC Suburban XHH671 VIN 1GKFK16K2RJ743709.

**Alternatives/Options/Comments:**

**Recommended Action/Motion:** Approve the disposal of the listed property.

**Financial Impact:**

*Is there a cost associated with this request? [☐] Yes [x] No*

*What is the total cost, including tax and shipping? $ ___*

*Are funds available in the budget? [☐] Yes [ ] No If no, please explain:*

**Additional Information Attached:**

[☐] Contract/Agreement

Approved by County Attorney’s Office: [☐] Yes [ ] No If no, please explain: ____________________________

[ ] Minutes of Relevant Meeting(s)

[ ] Background Information (such as price quotes, etc.)

**Board action:** (for use by Recording Secretary)

[☐] Approved [ ] Denied [ ] Tabled:
**Title of Item for Consideration:** Approve The Disposal Or Sale Of Abandoned Property

### Consent Agenda
- **Approve/Deny Motion**
- **Schedule Public Hearing**

### Regular Agenda – Estimate Time Needed: _______ minutes
- **Approve/Deny Motion**
- **Discussion Item**
- **Direction Requested**
- **Hold Public Hearing**
- **Presentation of Information**

---

**Submitted by:**
Sheriff Don Lorge

**Department:**
Sheriff's Office

**Who will attend the meeting and be able to respond to questions? Give name and title:**
Sheriff Lorge

**Summary of Issue:** Approve the disposal of abandoned and forfeited property held by the Mille Lacs County Sheriff's Office. All property deemed unsafe will be disposed of properly. Any items that have value and can be sold to the public will be sold through a Sheriff’s sale or any other auction type of sales venue as seen fit by the Mille Lacs County Sheriff. All proceeds will be turned over to the county Auditor guided by State statute for dispersal of proceeds. Attached is a list of items ready for sale or disposal.

---

**Alternatives/Options/Comments:**

**Recommended Action/Motion:** Approve the disposal or sale of abandoned or forfeited property.

**Financial Impact:**
- **Is there a cost associated with this request?** ☑ Yes ☐ No
- **What is the total cost, including tax and shipping?** $ __________
- **Are funds available in the budget?** ☑ Yes ☐ No If no, please explain: __________

**Additional Information Attached:**
- **Contract/Agreement**
- **Approved by County Attorney’s Office:** ☑ Yes ☐ No If no, please explain: __________
- **Minutes of Relevant Meeting(s)**
- **Background Information (such as price quotes, etc.)**

---

**Board action:** (for use by Recording Secretary)
- ☑ Approved
- ☐ Denied
- ☐ Tabled:
2019 abandoned property auction
11003676 Motorguide Wireless W55 trolling motor
11003424 Dewalt DW402 grinder
11003424 Dewalt DW703 miter saw
11003424 Paslode framing nailer
11003424 Dewalt DW402 grinder
11003424 Tool Shop grinder
11003424 Surebonder model 9773 framing nailer
11003424 Bosch Daredevel drill bits
11003424 Ryobi cordless drill
11003424 Ryobi 18 volt cordless drill
11003424 Ryobi 18 volt saw
11003424 Ryobi 18 volt sawzall
11003424 Ryobi 18 volt vacuum
11003424 Body Glove DBG4007 wakeboard
11003424 Johnson 6HP outboard motor
11003424 MinnKota Endura 55# trolling motor
11003424 Magnavox 15" flat screen TV
11003424 Poulan Woodshark 1950 chainsaw
11003424 Dual Saw CS450 angle saw
11007538 Kayak paddle
11003424 grinding discs, 2 knives
11003424 Rapala cordless filet knife
11003424 Paslode framing nailer
12004809 Black and Decker drill case
13008635 Remington Model 60 heater
13008635 Black and Decker electric drill
13008635 Black and Decker 15.5 volt drill
13008635 Black and Decker CRS180 sawzall
13008635 Black and Decker 12 volt drill
13008635 Black and Decker CS156 circular saw
13008635 Black and Decker jigsaw
13008635 Northwest Territory 12X14 gazebo
13008635 Overseas Adventure duffel bag
13008635 Numerous CD's and games in green laundry basket
13008635 Computer monitor
13008635 2 ton floor jack
13008635 Green duffle bag
13008635 Black and Decker 14.4 volt drill
13008635 Test Rite drill press
13008635 Emerson CD and karaoke system
13008635 Stanley tool box set
13008635 Milwaukee tool box
13008635 6 gallon ShopVac
13008635 Box of misc. CD's, movies, Black and Decker electric screwdriver
13008635 Black CD case filled with CD's
13008635 HDTV receiver
13008635 Jonsred chainsaw
13008635 Craftsman jigsaw
13008635 Dell hard drive
13008635 CD case with CD's
13008635 Craftsman 19.2 volt circular saw
13008635 Watchman radio
13008635 Pink tote with remote controls
13008635 Weedeater leafblower
13008635 McCulloch Mac15 chainsaw
13008635 Ozark trail tent
13008635 Dewalt battery charger
13008635 Igloo cooler
13008635 Milwaukee drill
13008635 5 gallon ShopVac
13008635 Black and Decker sander
13008635 Camp table
13008635 HP computer tower
13008635 Deli computer tower
14008389 Box w/ rope, cable, bungee cords, gloves, tape, hose, hand tools, filet knife, marine supplies
14008389 Box w/tow strap, sharpening stone, tackle box, cleaning chemicals, chain, trigger lock, life ja
14008389 Tool Shop grinder
16010857 BCA M20 bicycle
16010857 small bicycle
14005363 child booster seat
17005302 Husqvarna 142 chainsaw
17005511 Blue bicycle
17005034 Red gas can
17005034 Blue gas can
17005993 Rug containing knife and 2 way radio
17005993 Cabelas sleep mat
17005993 Green camo bag
17005993 Samsung Direct TV box
14001016 1 7/8" ball
14011359 Cabelas trail camera
14011509 Phone charger
14009385 Roller blading pads and helmet
17005993 Game caller w/DVD
15000016 folding knife
15007171 Black folding knife
19004336 Black survival knife/Black & Silver dagger
18008561 Fixed blade knife
17011762 Black machete
17001282 Gerber knife w/case
17001282 Large Silver knife
19007331 Mongoose bike
19007331 Huffy bike
19007331 Dyno bike
19007331 Small Black handcart
19007331 BonAire car vacuum
14006699 Tool box w/miscellaneous tools
14006699 Tool box w/miscellaneous tools
14006699 Blue Roadmaster bike
19007331 Box w/11 knives
12007682 Garmin Nuvi
12007682 Garmin Nuvi w/bracket
19007331 Necklace and ear rings
19007331 Fishing lure
19007331 Extension cord
19007331 Camp light
19007331 Miscellaneous electrical cords and modules
19007331 Fanny pack
19007331 2 Army duffle bags
19007331 Hat/mosquito net and facemask
19007331 Metal cane
15010749 Sledge hammer
15003262 Silver multi-tool
17015841 220 Conibear trap
17017916 Folding knife
17017916 Screwdriver kit
17017916 Klein tools knife
17017916 Hammer
17017916 Chisel
2019 Summary forfeiture auction list
18015055 Green extension cord
17004606 Kitchen knife
18006136 Black & Silver sword
18002048 Butcher knife
18007132 Hatchet & knife
18007132 Machete/knife
16015141 Folding knife
16011363 Knives
17000185 Fixed blade knife
16012762 Blue multi-knife
18010315 Pry bar
15005375 Moultrie game camera
16001779 plug wrench, pry bar, screwdriver
Title of Item for Consideration:
Presentation of Information: East Central Regional Development Commission

<table>
<thead>
<tr>
<th>Consent Agenda</th>
<th>Regular Agenda – Estimate Time Needed: 5 minutes</th>
</tr>
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<tbody>
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<td>[ ] Approve/Deny Motion</td>
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<td>[ ] Schedule Public Hearing*</td>
<td>[ ] Discussion Item</td>
</tr>
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<td>[ ] Direction Requested</td>
</tr>
<tr>
<td>[ ] Provide copy of hearing notice that was published</td>
<td>[ ] Hold Public Hearing*</td>
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</tbody>
</table>

Submitted by: Mike Wimmer
Department: Economic Development

Who will attend the meeting and be able to respond to questions? Give name and title:
Bob Voss - East Central Regional Development Commission Executive Director

Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates):
Bob Voss, East Central Regional Development Commission Executive Director, will be presenting an overview of recent organizational initiatives in Mille Lacs County.

Alternatives/Options/Comments:

Recommended Action/Motion:

Financial Impact:
Is there a cost associated with this request? [ ] Yes [ ] No
What is the total cost, including tax and shipping? $ __________
Are funds available in the budget? [ ] Yes [ ] No If no, please explain:

Additional Information Attached:
[ ] Contract/Agreement
Approved by County Attorney’s Office: [ ] Yes [ ] No If no, please explain: __________________________
[ ] Minutes of Relevant Meeting(s)
[ ] Background Information (such as price quotes, etc.)

Board action: (for use by Recording Secretary)
[ ] Approved [ ] Denied [ ] Tabled:
**Title of Item for Consideration:**
Governor's Proclamation of Financial Worker Case Aide Day

**Consent Agenda**
- [ ] Approve/Deny Motion
- [ ] Information Only
- [ ] Schedule Public Hearing*

*provide sample notice that will run in paper

**Regular Agenda – Estimate Time Needed:** 5 minutes

- [ ] Approve/Deny Motion
- [ ] Discussion Item
- [ ] Direction Requested
- [ ] Hold Public Hearing*
- [ ] Presentation of Information

*provide copy of hearing notice that was published

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**Submitted by:**
Beth Crook

**Department:**
CVS

**Who will attend the meeting and be able to respond to questions? Give name and title:**
Beth VanderPlaats

---

**Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates):**
October 17, 2019 has been proclaimed as County and Tribal Financial Worker and Case Aide in Minnesota. CVS would like to recognize the dedication and hard works of our Eligibility Workers and Case Aides within Community & Veterans Services.

---

**Alternatives/Options/Comments:**

---

**Recommended Action/Motion:**
Accept Governor's proclamation and acknowledge each Eligibility Worker and Case Aide.

---

**Financial Impact:**
- [ ] Yes
- [ ] No

- **Is there a cost associated with this request?**
- **What is the total cost, including tax and shipping?**
- **Are funds available in the budget?**
- **Additional Information Attached:**
  - [ ] Contract/Agreement
  - [ ] Minutes of Relevant Meeting(s)
  - [ ] Background Information (such as price quotes, etc.)

---

**Board action:** (for use by Recording Secretary)
- [ ] Approved
- [ ] Denied
- [ ] Tabled
WHEREAS County and Tribal Financial Workers and Case Aides are dedicated to providing outstanding service to the people of Minnesota through their administration of public assistance programs, and

WHEREAS County and Tribal Financial Workers and Case Aides are responsible for the prudent expenditure of millions of dollars annually and must meet high standards of job performance in determining eligibility for public assistance, and

WHEREAS: The duties performed by County and Tribal Financial Workers and Case Aides require them to be well versed in a number of areas in order to effectively provide services to clients and the general public, and

WHEREAS: The nature of federal and state legislation necessitates that County and Tribal Financial Workers and Case Aides continually expand their knowledge, skills, and expertise related to their profession, and

WHEREAS: It is important to recognize the valuable service County and Tribal Financial Workers and Case Aides provide the State of Minnesota in providing timely responsive case management and accessible community services with a person centered focus.

NOW, THEREFORE, TIM WALZ, Governor of Minnesota, do hereby proclaim Wednesday, October 12, 2022, as

COUNTY AND TRIBAL FINANCIAL WORKER AND CASE AID 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 12th day of October.

[Signature]
GOVERNOR

[Signature]
SECRETARY OF STATE
Board Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 11/05/19
(Board meets the 1st and 3rd Tuesday of each month)

Title of Item for Consideration:
Consider Resolution 11-05-19-01, Participation in Community Development Block Grant

Consent Agenda
- Approve/Deny Motion
- Information Only
- Schedule Public Hearing*

Regular Agenda – Estimate Time Needed: 2 minutes
- Approve/Deny Motion
- Discussion Item
- Direction Requested
- Hold Public Hearing*
- Presentation of Information

*provide copy of hearing notice that was published

Submitted by: Mike Wimmer
Department: ASO

Who will attend the meeting and be able to respond to questions? Give name and title:
Mike Wimmer, Economic Development Manager

Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates):
At the August 6, 2019 board work session, staff solicited commissioner feedback on the possibility of working with Lakes & Pines CAC on a Small Cities Development Program grant. At the September 3, 2019 board work session, staff presented the board with the recommendation from Lakes & Pines CAC that a Small Cities Development Program grant application be submitted to Minnesota’s Department of Employment & Economic Development for Peace & Foreston. At the September 17, 2019 board meeting, staff was approved to pay Lakes & Pines CAC $750.00 to write the Small Cities Development Program grant pre-application.

Staff is asking for board approval of Resolution 11-05-19-01, which would make Mille Lacs County the legal sponsor for the Small Cities Development Program application, which is to be submitted in November 15th, 2019. This resolution is a requirement of the Department of Employment & Economic Development for the Small Cities Development Program application.

Alternatives/Options/Comments:

Recommended Action/Motion:
Approve Resolution 11-05-19-01, making Mille Lacs County the legal sponsor for the Small Cities Development Program application to be submitted on November 15th, 2019.

Financial Impact:
Is there a cost associated with this request? Yes ☑ No
What is the total cost, including tax and shipping? $

Are funds available in the budget? Yes ☐ No ☑ If no, please explain.

Additional Information Attached:
☐ Contract/Agreement
☑ Approved by County Attorney’s Office: Yes ☐ No ☑ If no, please explain:
☐ Minutes of Relevant Meeting(s)
☐ Background Information (such as price quotes, etc.)

Resolution

Board action: (for use by Recording Secretary)
☑ Approved ☐ Denied ☐ Tabled:
PARTICIPATION IN COMMUNITY DEVELOPMENT BLOCK GRANT

WHEREAS, Mille Lacs County will act as the legal sponsor for the project contained in the Community Development Block Grant application to be submitted on November 15, 2019; and

WHEREAS, the County Administrator and Assistant County Administrator are hereby authorized to apply to the Department of Employment and Economic Development for funding of this project on behalf of Mille Lacs County; and

WHEREAS, Mille Lacs County has the legal authority to apply for financial assistance; and the institutional, managerial, and financial capability to ensure adequate construction, operation, maintenance, and replacement of the proposed project for its design life; and

WHEREAS, Mille Lacs County has not violated any federal, state, or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest, or other unlawful or corrupt practice.

NOW, THEREFORE, BE IT RESOLVED that upon approval of its application by the State, Mille Lacs County may enter into an agreement with the State of Minnesota for the approved project, and that Mille Lacs County certifies that it will comply with all applicable laws and regulations as stated in all contract agreements.

BE IT FURTHER RESOLVED that the County Administrator and Assistant County Administrator of Mille Lacs County, or their successors in office, are hereby authorized to execute such agreements and amendments hereto, as are necessary to implement the project on behalf of Mille Lacs County.

Adopted by the Board of Commissioners of Mille Lacs County on this 5th day of November 2019.
### Requested Meeting Date: 11/05/19

(Board meets the 1st and 3rd Tuesday of each month)

<table>
<thead>
<tr>
<th>Title of Item for Consideration:</th>
<th>Review Residential Recycling Drop Site Contractor Bids</th>
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**Submitted by:**
Dillon Hayes  
**Department:**
ASO

**Who will attend the meeting and be able to respond to questions? Give name and title:**
Dillon Hayes, Environmental Resources Manager and Stephanie Reynolds, Solid Waste Coordinator

**Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates):**
On October 1, the County Board authorized staff to proceed with the solicitation of bids for residential recycling drop site services using the formal bid process. The Residential Recycling Drop Sites RFP was advertised for two weeks in the official paper; two different bid options were provided. Sealed bids were due November 1, at 9:30 A.M., at which time they were opened publicly in Conference Room A.

Additionally, staff also provided an estimate for costs to be incurred on an annual basis operating under a third scenario, in which the county would assume all responsibilities for operation of the recycling drop sites. Bids will be presented at the County Board Meeting.

**Alternatives/Options/Comments:**

**Recommended Action/Motion:**
Approve the lowest bid for the January 1, 2020 - December 31, 2021 residential recycling drop site contract.

**Financial Impact:**
- Is there a cost associated with this request?  □ Yes  □ No
- What is the total cost, including tax and shipping?  $____
- Are funds available in the budget?  □ Yes  □ No  If no, please explain:

**Additional Information Attached:**
- □ Contract/Agreement
  - Approved by County Attorney's Office:  □ Yes  □ No  If no, please explain:________________________
- □ Minutes of Relevant Meeting(s)
- □ Background Information (such as price quotes, etc.)

**Board action: (for use by Recording Secretary)**
- □ Approved  □ Denied  □ Tabled:
**Title of Item for Consideration:**

Approve County Board Meeting Cancellation

**Consent Agenda**

- [ ] Approve/Deny Motion
- [ ] Information Only
- [ ] Schedule Public Hearing*

*provide sample notice that will run in paper

**Regular Agenda – Estimate Time Needed:** __ minutes

- [ ] Approve/Deny Motion
- [ ] Discussion Item
- [ ] Direction Requested
- [ ] Hold Public Hearing*
- [ ] Presentation of Information

*provide copy of hearing notice that was published

**Submitted by:** Pat Oman

**Department:** ASO

**Who will attend the meeting and be able to respond to questions? Give name and title:**

Pat Oman, County Administrator

**Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates):**

The County Board established the regular meeting schedule at the November 6, 2018 County Board meeting. At the September 24, 2019 County Board meeting the, Board approved the Truth-in-Taxation Public Hearing to be held on Tuesday, December 3, 2019 at 6:00 p.m., with the understanding the regular scheduled County Board meeting on Tuesday, December 3, 2019 at 9:00 a.m. will be cancelled.

**Alternatives/Options/Comments:**

**Recommended Action/Motion:**

Motion to cancel the Regular County Board Meeting on Tuesday, December 3, 2019 at 9:00 a.m.

**Financial Impact:**

- [ ] Yes
- [ ] No

Is there a cost associated with this request?

Are funds available in the budget?  

- [ ] Yes
- [ ] No

If no, please explain:

**Additional Information Attached:**

- [ ] Contract/Agreement
- [ ] Approved by County Attorney's Office:  
  - [ ] Yes
  - [ ] No

If no, please explain:

- [ ] Minutes of Relevant Meeting(s)

- [ ] Background Information (such as price quotes, etc.)

**Board action: (for use by Recording Secretary)**

- [ ] Approved
- [ ] Denied
- [ ] Tabled:
Title of Item for Consideration:
Consider Special County Board Meeting

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*provide sample notice that will run in paper

*provide copy of hearing notice that was published

Submitted by: Pat Oman
Department: ASO

Who will attend the meeting and be able to respond to questions? Give name and title:
Pat Oman, County Administrator

Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates):
Mille Lacs County staff is requesting a Special County Board meeting to begin on Tuesday, November 12, 2019 at 9:00 a.m. The agenda will be posted on the County website 3 days prior to the Special County Board meeting.

Alternatives/Options/Comments:

Recommended Action/Motion:
Authorize Special County Board Meeting for November 12, 2019 starting at 9:00 a.m.

Financial Impact:
Is there a cost associated with this request? □ Yes □ No
What is the total cost, including tax and shipping? $ __________________________
Are funds available in the budget? □ Yes □ No If no, please explain:

Additional Information Attached:
□ Contract/Agreement
Approved by County Attorney’s Office: □ Yes □ No If no, please explain: __________________________
□ Minutes of Relevant Meeting(s)
□ Background Information (such as price quotes, etc.)

Board action: (for use by Recording Secretary)
□ Approved □ Denied □ Tabled:
Title of Item for Consideration:
Consider Special County Board Meeting

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Submitted by: Pat Oman  
Department: ASO

Who will attend the meeting and be able to respond to questions? Give name and title: Pat Oman, County Administrator

Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates):
Mille Lacs County staff is requesting a Special County Board meeting to begin on Tuesday, December 10, 2019 at 9:00 a.m. The agenda will be posted on the County website 3 days prior to the Special County Board meeting.

Alternatives/Options/Comments:

Recommended Action/Motion:
Authorize Special County Board Meeting for December 10, 2019 starting at 9:00 a.m.

Financial Impact:
Is there a cost associated with this request? [ ] Yes [ ] No
What is the total cost, including tax and shipping? $______
Are funds available in the budget? [ ] Yes [ ] No  If no, please explain:

Additional Information Attached:
[ ] Contract/Agreement  
Approved by County Attorney’s Office: [ ] Yes [ ] No  If no, please explain:____________
[ ] Minutes of Relevant Meeting(s)
[ ] Background Information (such as price quotes, etc.)

Board action: (for use by Recording Secretary)
[ ] Approved  [ ] Denied  [ ] Tabled: