

## Board of Commissioners Agenda

June 27, 2023

Nicollet County Government Center Board Room • 501 South Minnesota Avenue, St. Peter, MN 56082

Commissioners: Jack Kolars - Board Chair; Terry Morrow - Vice Chair; Marie Dranttel; Mark Dehen; Kurt Zins

**9:00 a.m. Call Board of Commissioners Meeting to Order: Chair**

1. Pledge of Allegiance
2. Silence Your Cell Phones
3. Approval of Agenda
4. Approval of Consent Agenda:
  - a. [June 12, 2023 Board of Appeals and Equalization Minutes](#)
  - b. [June 13, 2023 Board Minutes](#)
  - c. [MN Department of Revenue Local Transit Sales and Use Tax Agreement](#)
  - d. [End of Probations](#)
  - e. Approval of Bills
5. Public Appearances

**9:05 a.m. 6. Human Resources**

- a. [Pay System and Compensation Plan](#)

**9:10 a.m. 7. Health and Human Services**

- a. [Ecumen Pathstone: Needs Determination](#)
- b. [Fraud Prevention Investigation \(FPI\) Grant Renewal](#)
- c. [2023 Blue Earth County Mental Health Center Purchase of Service Agreement](#)

**9:25 a.m. 8. County Attorney Update**

9. Chair's Report
10. Commissioner Committee Reports, Meetings & Conferences
11. Approve Per Diems and Expenses
12. Adjourn Board of Commissioners Meeting

**9:30 a.m. Call Drainage Authority Meeting to Order: Chair**

1. Approval of Agenda
2. Approval of Consent Agenda
  - a. [June 13, 2023 Drainage Authority Minutes](#)
3. Public Appearances

**9:35 a.m. 4. Adjourn Drainage Authority Meeting**

### Mission Statement

Providing efficient services with innovation and accountability.

### Vision Statement

Setting the standard for providing superior and efficient county government services through leadership, accountability and innovation to a growing and diverse society.

### Core Values

Leadership. Integrity.  
Accountability.  
Efficiency. Innovation.

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### **Notice of Scheduled Meetings**

The following is a notice of scheduled meetings. Pursuant to Minnesota Statute 13D.04, this notice of meetings also serves as notice of regular and special meetings of the Nicollet County Board of Commissioners.

Questions or comments regarding any Nicollet County meeting and requests to participate in any meeting can be directed to Mandy Landkamer, Nicollet County Administrator, at 507-934-7074 or [mandy.landkamer@co.nicollet.mn.us](mailto:mandy.landkamer@co.nicollet.mn.us).

#### June 2023

June 26 – Board of Adjustment & Appeals/Planning & Zoning Advisory Commission, 7 p.m.; Nicollet Co. Board Room, St. Peter

June 27 – Board of Commissioners Meeting, 9 a.m.; Nicollet County Board Room, St. Peter

June 27 – Drainage Authority Meeting, following adjournment of the BOC Meeting; Nicollet County Board Room, St. Peter

#### July 2023

July 4 – *\*Independence Day/Fourth of July Holiday – Nicollet County Offices Closed*

July 11 – Personnel Committee Meeting, 8-8:45 a.m., Nicollet Room, St. Peter

July 11 – Board of Commissioners Meeting, 9 a.m.; Nicollet County Board Room, St. Peter

July 11 – Drainage Authority Meeting, following adjournment of the BOC Meeting; Nicollet County Board Room, St. Peter

July 12 – Nicollet County Association of Townships, 6:30 p.m. social time; 7:00 p.m. meeting; American Legion, Nicollet

July 17 – Board of Adjustment & Appeals/Planning & Zoning Advisory Commission, 7 p.m.; Nicollet Co. Board Room, St. Peter

July 18 – Individual Dept. Head Meeting (Human Resources), 8:15 a.m.; Nicollet County Board Room, St. Peter

July 18 – Board Workshop, 9:30 a.m.; Nicollet County Board Room, St. Peter

July 18 – Nicollet County & Sibley County Joint Meeting, 11:30-1:00 p.m.; Nicollet County Board Room, St. Peter

July 25 – Board of Commissioners Meeting, 9 a.m.; Nicollet County Board Room, St. Peter

July 25 – Drainage Authority Meeting, following adjournment of the BOC Meeting; Nicollet County Board Room, St. Peter

July 26 – Tri-County Solid Waste Joint Powers Board Meeting, 8:30 a.m.; Nicollet County Board Room, St. Peter

July 28 – BNEH Full Board Meeting; 9:00 a.m.; New Ulm Law Enforcement Center, 15 S Washington St, New Ulm

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**OFFICIAL PROCEEDINGS OF THE  
BOARD OF APPEAL AND EQUALIZATION  
COUNTY OF NICOLLET  
JUNE 12, 2023**

The official meeting of the Nicollet County Board of Appeals and Equalization was called to order at 6:30 p.m. at the Government Center in St. Peter, Minnesota on Monday, June 12, 2023. Present at the meeting were Commissioners Jack Kolars, Terry Morrow, Marie Dranttel, Mark Dehen and Kurt Zins. Also present were Property and Public Services Director Jaci Kopet, County Assessor Shana Jackson, County Administrator Mandy Landkamer, and Recording Secretary Sarah Frahm.

County Administrator Mandy Landkamer administered the Oath of Office to Commissioners Dranttel, Kolars, Morrow, Dehen, Zins, and Property and Public Services Director Jaci Kopet.

Pursuant to Minnesota Statute 274.135, at least one member of the Board of Appeals and Equalization must have received training and certification in the Minnesota Department of Revenue Appeals and Equalization course. Property and Public Services Director Jaci Kopet has completed the training and is certified.

Chair Kolars called the meeting to order. The purpose of the meeting was for citizens to appear before the Board of Appeals and Equalization to express concerns about and appeal their assessed valuations and/or classifications. Chair Kolars also noted that decisions on issues presented at the meeting may be made at a later time or date.

**Appeals:**

***Frederick Kienlen, 68093 Co. Rd. 21, Fairfax (11.124.0100, 0600, 0700 & 11.125.0100)***

Frederick Kienlen and son Pat Kienlen appeared before the board to request a decrease in the estimated market value for property located at 68093 Co. Rd. 21, Fairfax (11.124.0100, 0600, 0700 & 11.125.0100).

***William & Katera Goebel, 36050 Scandia Woods Dr., St. Peter (10.792.0010)***

William and Katera Goebel appeared before the board to request a decrease in the estimated market value for property located at 36050 Scandia Woods Dr., St. Peter (10.792.0010).

***Gregory Abbott & Kathleen Vos, 805 Garfield Ave., North Mankato (18.594.0030)***

Greg Abbott appeared before the board to request a decrease in the estimated market value for property located at 805 Garfield Ave., North Mankato (18.594.0030).

***Gary Wolters, 1507 Pleasant View Dr., North Mankato (18.550.0080)***

Gary Wolters appeared before the board to request a decrease in the estimated market value for property located at 1507 Pleasant View Dr., North Mankato (18.550.0080).

**Assessor Recommendations:**

***Ryan & Kathryn Howe, 2314 Abbywood Ln, North Mankato (18.269.0040)***

The County Assessor recommends reducing the proposed 2023 EMV from \$570,400 to \$477,300.

**Motions:**

After discussion of the appeal requests and Assessor recommendations, the Board made the following motions:

Motion by Commissioner Morrow and seconded by Commissioner Dehen to affirm the value for the Frederick Kienlen property located at 68093 Co. Rd. 21, Fairfax (11.124.0100, 0600, 0700 & 11.125.0100) with no change. Motion carried 6-0, with all Commissioners and Property & Public Services Director voting yes.

Motion by Commissioner Kolars and seconded by Commissioner Dranttel to affirm the value for the William & Katera Goebel property located at 36050 Scandia Woods Dr., St. Peter (10.792.0010) with no change. Motion carried 6-0, with all Commissioners and Property & Public Services Director voting yes.

Motion by Commissioner Zins and seconded by Director Kopet to affirm the value for the Gregory Abbott & Kathleen Vos property located at 805 Garfield Ave., North Mankato (18.594.0030) with no change. Motion carried 4-0, with Commissioners Zins, Dehen, Kolars and Property and Public Services Director voting yes. Commissioners Dranttel and Morrow recused themselves from voting on the motion.

Motion by Commissioner Morrow and seconded by Commissioner Zins to affirm the value for the Gary Wolters property located at 1507 Pleasant View Dr., North Mankato (18.550.0080) with no change. Motion carried 6-0, with all Commissioners and Property & Public Services Director voting yes.

Motion by Commissioner Zins and seconded by Commissioner Dehen to reduce the value for the Ryan & Kathryn Howe property located at 2314 Abbywood Ln, North Mankato (18.269.0040) from \$570,400 to \$477,300. Motion carried 6-0, with all Commissioners and Property & Public Services Director voting yes.

With no further issues before the Board of Appeals and Equalization, Chair Kolars adjourned the meeting at 7:44 p.m.

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JACK KOLARS, CHAIR  
BOARD OF COMMISSIONERS

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SHANA JACKSON  
COUNTY ASSESSOR

ATTEST:

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JACI KOPET  
PROPERTY AND PUBLIC SERVICES DIRECTOR/  
CLERK TO THE BOARD



**JUNE 13, 2023**  
**OFFICIAL PROCEEDINGS OF THE**  
**BOARD OF COUNTY COMMISSIONERS**

The Nicollet County Board of Commissioners met in regular session on Tuesday, June 13, 2023, at 9:00 a.m. Present at the meeting were Commissioners Jack Kolars, Terry Morrow, Marie Dranttel, Mark Dehen, and Kurt Zins. Also present were County Administrator Mandy Landkamer, Assistant County Attorney Roxann Klein and Recording Secretary Sarah Frahm.

**Approval of Agenda**

Motion by Commissioner Dehen and seconded by Commissioner Morrow to approve the agenda. Motion carried with all voting in favor on a roll call vote.

**Consent Agenda**

Motion by Commissioner Dehen and seconded by Commissioner Morrow to approve the consent agenda items as follows:

1. May 23, 2023 Board Minutes
2. End of Probations
3. Liquor License for River Ridge Gun & Archery Club LLC
4. MINNCORR Laundry Services Contract
5. Approval of Bills
6. Acknowledgement of the Auditor's Warrants and approval of the Commissioner Warrants as presented for the following amounts:
  - a. General Revenue Fund - \$276,849.43;
  - b. Road & Bridge Fund - \$81,255.94;
  - c. Human Services Fund - \$286,092.49;

Motion carried with all voting in favor on a roll call vote.

**Public Appearances:**

There were no public appearances.

**Public Services**

***Resolution supporting Minnesota River-Mankato One Watershed, One Plan Project***

Director Kopet came forward to request approval of the resolution supporting the One Watershed, One Plan. The resolution of support highlights area partner commitment to the project and will be submitted along with the planning grant application.

Motion by Commissioner Dranttel and seconded by Commissioner Morrow to approve the resolution supporting the One Watershed, One Plan (1W1P) project with the recommended wording changes (from "chapter" to "section") The motion was approved with all voting in favor on a roll call vote.

**Public Works**

***Consider Award of Quote for 2023 Bituminous Materials Supply Contract***

Director Greenwood presented the bids that were opened on Thursday, June 8 for the Bituminous Materials Supply contract. Two quotes were received for the project.

Motion by Commissioner Dehen and seconded by Commissioner Zins to award the Bituminous Asphalt CRS-2 contract work to Meigs Paving and the CSS-1 (Fog Seal) contract work to Flint Hills Resources. Motion carried with all voting in favor on a roll call vote.

### ***Submit Highway Department's 2022 Annual Report***

Director Greenwood gave a high-level overview of the Highway Department's 2022 Annual Report. Included in the report are the financial details of all activities related to maintaining Nicollet County's road and bridge infrastructure for 2022.

Motion by Commissioner Dehen and seconded by Commissioner Dranttel to accept the Highway Department's 2022 Annual Report. Motion carried with all voting in favor.

### **Administration**

#### ***Designation of an Alternate Clerk to the Board Resolution***

Administrator Landkamer came before the Board to ask for consideration of the resolution designating an Alternate Clerk to the Board. The resolution will appoint the Property and Public Services Director as the Clerk of the Board in the absence of the County Administrator to sign official County documents.

Motion by Commissioner Zins and seconded by Commissioner Dehen to approve the resolution designating an Alternate Clerk to the Board. Motion carried with all voting in favor.

### **Human Resources**

#### ***Community Corrections Collective Bargaining Agreement***

At this time, the meeting moved to a closed session, pursuant to Minnesota Statutes Chapter 13D.03 to discuss the Community Corrections Union Contract for 2023. The meeting was reopened at 9:39 a.m. In attendance were Human Resources Director Larson; Commissioners Zins, Dehen, Morrow, Dranttel, and Kolars; Assistant County Attorney Roxann Klein; and Administrator Landkamer.

Motion by Commissioner Dranttel and seconded by Commissioner Morrow to approve the Community Corrections Labor Contract for 2023. Motion carried with all voting in favor.

### **County Attorney Information:**

Assistant County Attorney Klein shared that staff are planning various community fraud prevention presentations.

### **Chair's Report**

- Building Committee
- Personnel Committee
- Community Ed Committee
- Transportation Alliance- St. Paul
- MAPO
- Extension Committee
- ATP subcommittee
- AMC District 7 meeting
- Immtrack
- County Board of Appeal & Equalization (CBAE)

### **Commissioner Committee Reports:**

#### **Commissioner Terry Morrow**

- ECRJC meeting
- County Board of Appeals & Equalization

**Commissioner Marie Dranttel**

- Lower MN 1W1P meeting
- Region 9 Board of Directors
- County Board of Appeals & Equalization

**Commissioner Mark Dehen**

- Legislative Forum for Greater Mankato
- EMS meeting
- North Mankato Comprehensive Plan review
- MRCI Board meeting
- Mankato Area Airport reception
- AMC District meeting
- County Board of Appeals & Equalization

**Commissioner Kurt Zins**

- NACO meeting
- County Board of Appeals & Equalization

**Approve Per Diems and Expenses**

Motion by Commissioner Dehen and seconded by Commissioner Zins to approve the expenses and per diems for the meetings noted above during the Commissioner Reports and/or as submitted on approved expense reports, and authorize payment of those expenses and per diems by the Finance Office. Motion carried with all voting in favor.

**Adjourn**

Chair Kolars adjourned the meeting at 9:46 a.m.

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JACK KOLARS, CHAIR  
BOARD OF COMMISSIONERS

ATTEST:

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MANDY LANDKAMER,  
CLERK TO THE BOARD



# Nicollet County Board of Commissioners

## Board Meeting Agenda Item



<b>Agenda Item:</b>		
MN Department of Revenue Local Transit Sales and Use Tax Agreement		
Primary Originating Division/Dept.: Administration		Meeting Date: 06/27/2023
Contact: Mandy Landkamer	Title: County Administrator	Item Type: Consent Agenda (Select One)
Amount of Time Requested	minutes	
Presenter:	Title:	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
County Strategy: Financial Security - prudent use of taxpayer resources (Select One)		
<b>BACKGROUND/JUSTIFICATION:</b> <p>Consideration of the renewal of the attached agreement with the Minnesota Department of Revenue (DOR) concerning the collection of local transit sales and use tax. A resolution was approved by Nicollet County on July 25, 2017 to impose a 1/2% sales and use tax to fund specific road and bridge projects and transit programs.</p> <p>The current methods of collection are outdated, complex, and inequitable, in addition to the formula is complicated to administer. The agreement contains the proposed changes to streamline the collection process and payment schedule and transition to a flat rate collection fee.</p>		
Supporting Documents: <input type="radio"/> Attached <input checked="" type="radio"/> In Signature Folder <input type="radio"/> None		
Prior Board Action Taken on this Agenda Item: <input checked="" type="radio"/> Yes <input type="radio"/> No		
If "yes", when? (provide year; mm/dd/yy if known) July 25, 2017		
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A		
<b>ACTION REQUESTED:</b> Approval of the MN Department of Revenue Local Transit Sales and Use Tax agreement.		
<b>FISCAL IMPACT:</b> Other (Select One) If "Other", specify		<b>FUNDING</b> County Dollars = Other (Select One)
<b>FTE IMPACT:</b> No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:		<b>Total</b>





## **Agreement Between the Minnesota Department of Revenue and Nicollet County for Collection of a Local Transit Sales and Use Tax**

### **Introduction**

This agreement concerns administration of local taxes identified below:

- Nicollet County Transit Sales Tax
- Nicollet County Transit Use Tax

Laws of Minnesota Statute 297A.993 authorizes the above taxes. The taxes are imposed by Nicollet County Resolution adopted July 25, 2017.

### **Administration, collection, and enforcement**

The Department of Revenue (department) will administer, collect, and enforce the Nicollet County taxes identified in the introduction, as authorized under:

- Minnesota Statutes, section(s) 297A.99, and
- any other governing laws or statutes identified in the introduction

The administration, collection, and enforcement process will follow:

- Minnesota Statutes, Chapters 297A, 289A, and 270C
- Minnesota rules Chapter 8130, and
- Administrative procedures

Local tax administration also includes processing refunds, litigation, and authority to enter into settlement agreements on behalf of Nicollet County. If the local tax revenues collected are not sufficient to cover actions taken, Nicollet County must provide the department with sufficient funding to process all adjustments.

Nicollet County agrees to update the resolution listed above as needed to remain consistent with current language and definitions used in the governing Minnesota Statutes. Nicollet County further agrees to take corrective action within 90 days if notified by the department of required resolution language changes. The department will not enforce or engage in compliance activities for local taxes administered by the department if any portion of Nicollet County's resolution is not consistent with the governing Minnesota statutes. Local special taxes imposed before 2010 are not subject to this limitation.

### **Registration of vendors**

The department is responsible for notifying vendors that are registered for state sales and use tax of their obligations to collect and remit Nicollet County taxes covered by this agreement. The department is also responsible for informing newly registered businesses of their obligations to collect and remit Nicollet County sales and use taxes covered by this agreement.

Accounts registered for state sales and use tax who have a ZIP Code in the Nicollet County tax jurisdiction will be registered for the Nicollet County taxes by the department. We will mail an informational notice of registration to these businesses.

#### **Outreach and education**

The department will register and notify all vendors that are currently registered for state sales and use tax and the general public about the Nicollet County taxes by posting a notice on the department's website ([www.revenue.state.mn.us](http://www.revenue.state.mn.us)). Other notifications will be made at the time of registration, through the department's website.

Nicollet County acknowledges that there is no cost-effective way to identify specific vendors located outside the Nicollet County taxing jurisdiction who are required to be registered for Nicollet County taxes. Identification of these vendors will be voluntary by vendor response to general notifications by the department and through other contacts that the vendor has with the department or the Streamlined Sales Tax Governing Board's (SSTGB) central registration system.

#### **Publicity**

If Nicollet County maintains an official website, it will display (on its main web page) a link to a notice that residents and businesses may reference for more information about the local taxes. Nicollet County will briefly describe the taxes and provide a link to the department's website ([www.revenue.state.mn.us](http://www.revenue.state.mn.us)). Also state in the description that local use taxes on purchases of goods and services made outside of the political subdivision that are used in the political subdivision, are subject to local use taxes.

Local governments that bill residents and businesses for utilities must include a notice of the local taxes at least once per year. The notice must include a brief description of both the local sales and use taxes and reference the department's website link.

#### **Returns and remittance**

Vendors will collect and remit Nicollet County taxes covered by this agreement as part of their Minnesota sales and use tax returns, which include simplified electronic returns (SER's) authorized by the SSTGB. Revenues collected by the department are deposited in the State Treasury and credited to a special account. The department will draw from this account to recover department costs as provided in this agreement, and to transmit collections to Nicollet County. Nicollet County will accrue no interest on this amount.

#### **Transmittal of tax**

The department will transmit the taxes reported on returns monthly through the automatic clearinghouse system.

For each month of collection related to July through December 2023, the department will continue to make two transmittals. The first will be transmitted approximately five business days after month end. The second transmittal will be sent approximately 40 days after month end. The second transmission will reflect any adjustments made for refunds issued by the department for tax reported in error. The department retains, from the second monthly payment, a fee for administering, collecting, and enforcing the Nicollet County taxes as provided in this agreement. The department sends notification each month to the contact person showing the breakdown of the month's collections and administrative fees deducted.

For each month of collection beginning January 1, 2024, the department will transmit taxes reported for that month in one monthly payment. The transmittal will be sent approximately 40 days after month end. The department retains a fee for administering, collecting, and enforcing the Nicollet County taxes as provided in this agreement. The department sends notification each month to Nicollet County with the month's sales and use tax collections and the administrative fees deducted. See the calendar examples.

### **Reports**

Upon request, the department will provide Nicollet County with a report showing information about taxpayers and the amount of taxes remitted. This report can be requested once per year at no additional cost. Nicollet County must submit a written request via email or US mail. The department will consider requests for more frequent reports for an additional administrative fee.

### **Disclosure**

Nicollet County understands that any local sales and use tax account information given to it by the department is subject to the classification and disclosure provisions in Minnesota Statutes, chapters 13 and 270B. Pursuant to Minnesota Statutes, section 270B.12, subdivision 2, such information can only be used to the extent necessary to administer the local sales or use tax.

The department will provide disclosure training materials to Nicollet County's designated representative. Nicollet County must train any employees with a business need to access not public Minnesota sales and use tax information provided by the department. All employees who have a business reason to access not public tax information must complete the required training annually. New employees and other users who did not previously have a business reason to access not public tax information must complete the training before they may be granted access it.

Nicollet County must update its disclosure authorization form by December 31 of each year, providing a list of all personnel who are trained and authorized to view not public Minnesota sales and use tax information. If an authorized employee or official no longer needs access to tax information due to a change of duties, separation from employment, or any other reason, it is Nicollet County's obligation to instruct the department's local tax liaison to terminate access rights for that individual by the start of the next calendar quarter.

Failure to conduct the required disclosure trainings or update the user access list as described above will result in the department suspending Nicollet County's access to not public Minnesota sales and use tax information until such training is completed.

#### **Inspection of records and audit information**

The department will allow Nicollet County to inspect and audit all data, records, and other information relating to its local sales or use tax, the cost of collecting the tax, and the performance by the department under this agreement. Nicollet County will submit any requests to inspect the sales or use tax data to the department in writing, as prescribed by the department.

#### **Reimbursement of costs**

The department will review its own direct and indirect costs for administering, collecting, and enforcing local taxes as needed and adjust costs accordingly. If changes are required, the department will notify Nicollet County of the estimated cost for administering, collecting, and auditing the local taxes at least 180 days prior to when the change will be implemented.

For each month of collection related to July through December 2023, the following calculation of reimbursement for administrative costs will continue to apply.

All local jurisdictions share in the cost of local tax administration. The calculations are based on the share of total revenues and total tax lines reported on Minnesota sales and use tax returns for each local area. The department weights each jurisdiction's percentage of revenue by one third and their percentage of tax lines by two thirds to compute their monthly percentage of total administrative costs.

#### **Example:**

Assume monthly totals for all Local Sales Taxes:

Total Tax revenues	\$20,000,000.00
Total Tax lines on returns	90,000.00
Total Administrative costs	\$200,000.00

If Local Tax A has revenues of \$1,600,000.00 (8% of the total) and 9,000 tax lines (10% of the total) their share of monthly expenses would be 9.34% or \$18,680.00, which represents approximately 1.17% of their monthly revenues. The following is how the 9.34% was calculated:

$$\begin{aligned} 8\% \times 1/3 &= 2.67\% \\ 10\% \times 2/3 &= \underline{6.67\%} \\ &= 9.34\% \end{aligned}$$

For each month of collection beginning January 1, 2024, the following calculation of reimbursement for administrative costs will apply.

Minnesota Statutes, section 297A.99, subdivision 11 states the Department shall deduct the direct and indirect costs to administer local taxes. Nicollet County will pay a flat rate of 1.35% of sales taxes collected to cover the administration, collection, and auditing of local sales taxes.

Any changes required to balance costs and fees will be communicated according to the notification schedule noted above. Any shortfalls or reserves will be managed across years to the extent possible.

**Termination of a local tax**

The department will provide a report to Nicollet County after the last month that the tax is in effect. The report will indicate the total amount of Nicollet County taxes, corresponding adjustments made, prior month corrections, and administrative fees retained. In addition, when a tax ends, the department will work with Nicollet County to determine a reserve amount the department will retain which will be used as a fund to make adjustments or refunds. Please see the Responsibilities section below for more details. The portion of this fund not used for refunds or adjustments will be transmitted to Nicollet County at the close of the period of limitations. The account remains open for a period equal to the statute of limitations provided in Minnesota Statutes, section 289A.40, for sales and use tax returns. The account will be reconciled and Nicollet County will be notified of the final settlement.

**Responsibilities**

When the boundary limits for Nicollet County change, it is the responsibility of Nicollet County to notify and provide the department with the updated boundary information. The department will only update the rate calculator and ZIP Code guide upon receiving this information. Minnesota Statute requires that the department notify vendors of their tax obligations when boundaries change. Vendors not notified will be relieved of liability until notification occurs. The department will not engage in compliance activities for vendors in the new boundary area who have not been formally notified of the change.

If Nicollet County updates or amends the county resolution relating to the Nicollet County tax covered by this agreement, Nicollet County must provide a draft of the changes to the department for review before it is made final. The department will review the changes to ensure compliance with governing statutes. Nicollet County will then provide the department with a signed copy of the revised or amended resolution.

Nicollet County must provide the department with current contact information annually and advise when any changes occur. This includes, but is not limited to, the contact person, phone number, address, and email.

Nicollet County will notify the department prior to the 90-day notification requirement for when the tax will end. The department will work with Nicollet County to project an estimated amount to retain for the reserve fund. This amount retained will allow for adjustments and refunds as mentioned in the "Termination of local tax" section. In the event the Department does not retain enough revenues to cover any adjustments once the tax ends, a bill will be sent for the outstanding amount. See Minnesota Statutes, section 297A.99, subdivision 9.

**Effective date**

This agreement is effective the day following imposition of the tax and supersedes any previous agreement.

**Modifications**

Any portion of this agreement may be modified. Modifications must be in writing and signed by the Commissioner of Revenue and an authorized representative of Nicollet County.

**Minnesota Department of Revenue**

Signature: \_\_\_\_\_  
Paul Marquart  
Commissioner of Revenue

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

**Nicollet County Representative**

Signature: \_\_\_\_\_

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

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

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

Signature: \_\_\_\_\_

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

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

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



# 2024

## Local Government Payment Schedule

### January

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

### February

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

### March

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

### April

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

### May

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

### June

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

### July

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

### August

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

### September

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

### October

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

### November

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

### December

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

	Estimated Payment for December 2023
	Final Payment for December 2023
	Final Payment for November 2023
	Estimated Payment for January 2024
	Final Payment for January 2024

The payment dates are the approximate days the payments will be made. The payments will be made as close to the date listed as possible.

Business returns are due on the 20th of the month. If the 20th falls on a holiday or weekend, the returns are due the next business day.



# Nicollet County Board of Commissioners

## Board Meeting Agenda Item



<b>Agenda Item:</b> End of Probations		
Primary Originating Division/Dept.: Human Resources  Contact: Kristy Larson                      Title: HR Director  Amount of Time Requested                      minutes  Presenter: Kristy Larson                      Title: HR Director	Meeting Date: 06/27/2023  Item Type: Consent Agenda <small>(Select One)</small>  Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No	
County Strategy: Facilities and Space - preserve, maintain and build our assets <small>(Select One)</small>		
<b>BACKGROUND/JUSTIFICATION:</b> Facilities Maintenance Facilities Maintenance Director Cody Johnson has requested the end of probation for Nathaniel (Jon) Rustman, Custodian, effective June 13, 2023. Community Corrections Community Corrections Director Rich Molitor has requested the end of probation for Carly Czaplewski, Probation Officer, Karissa Davis, Probation Officer, and Parker Harris, Probation Officer, effective July 5, 2023. Health & Human Services Health & Human Services Director Cassie Sassenberg has requested the end of probation for Mahamed Hassan, Children's Mental Health Case Manager, effective July 11, 2023. Property & Public Services Property & Public Services Director Jaci Kopet has requested the end of probation for Michelle Schmidt Fischer, License Center Specialist, effective June 27, 2023.		
+		
Supporting Documents: <input type="radio"/> Attached <input checked="" type="radio"/> In Signature Folder <input type="radio"/> None		
Prior Board Action Taken on this Agenda Item: <input checked="" type="radio"/> Yes <input type="radio"/> No  If "yes", when? (provide year; mm/dd/yy if known)		
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A		
<b>ACTION REQUESTED:</b> Grant end of probationary status		
<b>FISCAL IMPACT:</b> Other <small>(Select One)</small>  If "Other", specify   <b>FTE IMPACT:</b> No FTE change <small>(Select One)</small> If "Increase or "Decrease" specify:  Related Financial/FTE Comments:	<b>FUNDING</b> County Dollars =  Grant <small>(Select One)</small>  <b>Total</b>	

# Nicollet County Board of Commissioners

## Board Meeting Agenda Item



<b>Agenda Item:</b> Pay System and Compensation Plan	
Primary Originating Division/Dept.: Human Resources  Contact: Kristy Larson                      Title: HR Director  Amount of Time Requested: 5    minutes  Presenter: Kristy Larson                      Title: HR Director	Meeting Date: 06/27/2023  Item Type: Regular Agenda <small>(Select One)</small>  Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
County Strategy: Financial Security - prudent use of taxpayer resources <small>(Select One)</small>	
<b>BACKGROUND/JUSTIFICATION:</b>  This Board document, which originated in 1995 and has been updated several times since, required updating following the 2022 Classification and Compensation Study.  Section I was updated to reflect the participating organizations in the 2022 study and modified to more accurately describe the Decision Band Method, which is the system that our consultant, Gallagher Benefits Consulting, uses when evaluating an classifying jobs.  Other sections were modified to reflect current practices, such as how we handle position reclassification and pay increases for promotions.  A process for employees to use to appeal their performance review was added.	
Supporting Documents: <input checked="" type="radio"/> Attached <input type="radio"/> In Signature Folder <input type="radio"/> None	
Prior Board Action Taken on this Agenda Item: <input checked="" type="radio"/> Yes <input type="radio"/> No  If "yes", when? (provide year; mm/dd/yy if known)	
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A	
<b>ACTION REQUESTED:</b> Approval of the Pay System and Compensation Plan as presented.	
<b>FISCAL IMPACT:</b> No fiscal impact <small>(Select One)</small>  If "Other", specify:   <b>FTE IMPACT:</b> No FTE change <small>(Select One)</small>  If "Increase or "Decrease," specify:  Related Financial/FTE Comments:	<b>FUNDING</b> County Dollars =  State <small>(Select One)</small>  <b>Total:</b>



Pay System and Compensation Plan for  
Employees and Department Heads  
Not Included in  
Collective Bargaining Units

Adopted January 1, 1995  
and Revised January 1, 2000  
and Revised June 1, 2004  
and Revised July 1, 2013  
and Revised January 1, 2016  
and Revised June 27, 2023

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## I. Position Classifications and Pay Ranges

### A. *Position Classification Methodology*

1. All positions included in the Nicollet County pay system are classified using the job evaluation methodology of the Decision Band Method. This methodology focuses on the level of decision making required by the position in the performance of the essential responsibilities. Based on this methodology, positions are evaluated and a band, grade, and subgrade are assigned based on the essential responsibilities and in comparison with similar level positions. This determines the final classification, and the classification that a position is assigned determines the salary range. This methodology also ensures compliance with Pay Equity requirements.
2. There are currently eighteen (18) Classifications in the Nicollet County Pay System. These Classifications range from AI2 through E91. The full list of classifications is as follows:

<u>Classification</u>	<u>Band (Decision Making level)</u>
AI2	Defined
A13	Defined
B21	Operational
B 22	Operational
B23	Operational
B24/1331	Operational
B25/B32	Operational
C41	Process
C42	Process
C43	Process
C44/C51	Process
C45/C52	Process
D61	Interpretive
D62	Interpretive
D63	Interpretive
D71	Interpretive
E82	Programming
E91	Programming

3. Please see Appendix A for a more detailed description of how each classification and band is defined.

### B. *Establishment of the Pay Ranges*

1. To establish the Nicollet County pay ranges, in 2022, twenty (20) organizations were selected for comparison with Nicollet

County on the basis of size and/or location. Those entities were:

Blue Earth County	Rice County	City of Mankato
Brown County	Scott County	City of New Ulm
Carver County	Steele County	City of St. Peter
Stearns County	Sibley County	City of Waconia
Le Sueur County	Waseca County	City of Waseca
McLeod County	Wright County	State of Minnesota
Mower County	City of Faribault	

2. Selected management and staff positions were used as benchmarks for the comparison to complete a compensation study. Pay ranges for each classification were established based on the results of this study.
3. The adopted pay ranges are maintained in a separate document and are available on the County's intranet. The scale has eighteen (18) Classifications. All classifications have an open range, with a minimum, midpoint, and maximum.

## II. Performance Evaluations and Performance-Based Pay Increases

### *A. Performance Evaluations*

1. All employees will receive a formal performance evaluation on an annual basis. For employees hired on or after July 1, 2013, this will usually be completed within 30 days prior to their anniversary date. For all other employees this will occur in November or December of each year.
2. Employees serving a probationary period will receive a review at the six-month mark to review progress. No pay increase will be associated with this review.
3. Performance evaluations must be completed each year by the employee's direct supervisor on all employees. The required Performance Evaluation forms are maintained in separate documents, which are available on the County's intranet. There is a form for staff and a separate form for those with supervisory roles. Additionally, all employees are required to complete the Self Evaluation Form prior to the review. This form is also maintained in a separate document and is available on the County's intranet.

For staff participating in Alternative Work Schedule and/or Telecommuting programs, a review of whether those

arrangements continue to be effective shall also be conducted, using the applicable evaluation forms available on the County's intranet.

Departments may choose to conduct peer reviews. If those are completed, they must be submitted to Human Resources (HR) with the other performance review materials to be retained in the employee's personnel file.

4. Performance evaluations must be completed in detail with comments supporting the recommended performance-based increase or recommendation not to provide an increase. Supervisors must have a private conversation with each employee to discuss their performance review and collaborate on setting goals for the upcoming review period.
5. Following the completion of any performance evaluations, Supervisors are responsible for forwarding the following to the HR Department: the completed evaluation, self-evaluation, and (if applicable) change form. If applicable, the Alternative Work Schedule, Telecommuting, and Peer reviews shall also be included.
6. The County Administrator will complete annual performance reviews for all appointed Department Heads.
7. The County Administrator will be evaluated annually by the County Board of Commissioners.
8. Elected Department Heads will discuss their performance with the Board of Commissioners.

*B. Performance-Based Pay Increases*

1. Performance-based pay increases will be based on performance in the job.
2. Increases will be provided annually on January 1 or anniversary date, whichever is applicable. ***All increases are subject to the completion of a performance evaluation by the Department Head or their designee.***
3. All increases will be based on the overall score on the performance evaluation. The pay increase matrix is maintained in a separate document and is available on the County's intranet.
4. Each year the Board will set the average increase allowable. Departments will have the ability to provide increases based on the pay increase matrix, as long as the overall average for



the department does not exceed the Board's budgeted percent.

5. If a department has a year in which—based on overall performance—they anticipate they will exceed the average, before they provide increases they must consult with the HR Director and Administrator, provide the documentation to support the increases, and receive approval from the County Administrator.
6. In any given year, if circumstances prevent all eligible employees from receiving a performance based pay increase, then no employee will be granted an increase. Recommendations regarding annual performance-based pay increases are final and not subject to further appeal by the employee.
7. By Minnesota Statutes sections 388.18 and 387.20, the County Board will determine the County Attorney and Sheriff's salaries, respectively.

#### *C. Market Adjustments*

1. The Board of Commissioners, through the budget process, will annually determine any market adjustments to the ranges. This will be effective January 1 of each year.
2. An employee whose pay is below the minimum after the market adjustment, will be brought up to the new minimum of their range effective January 1 of that year.
3. Market adjustments are applied to the ranges only, they are not included in the employee's performance based pay increase, except in the situation described above.
4. When an employee reaches the top of their pay range, they will only be eligible for an increase up to the new maximum of their range after any market adjustment. No employee will be allowed to be over the maximum.

#### *D. Performance Review Appeals*

1. Nicollet County strives to ensure an effective performance evaluation process. At times, an employee's concern regarding factual information reflected in their performance evaluation can be effectively addressed through open discussion with the supervisor who prepared the evaluation. The employee is encouraged to bring forward additional relevant information for the supervisor to evaluate and determine whether a change is warranted.

2. Modifications to formal written performance evaluations must also be discussed and approved by the next level manager or Department Head before communicating the determination to the employee.
3. If the concern cannot be resolved through discussion between the employee and department management, certain elements of the performance evaluation content may be appealed. An employee who believes their performance evaluation contains inaccurate or incomplete information may submit an appeal. The appeal should outline the disputed items in writing and any supporting documentation. Opinions are not subject to appeal. The appeal and related documentation must be submitted to the HR Director within 30 days of the date the performance evaluation was delivered to the employee.
4. The appeal process may include interviews with the appealing employee and the supervisor responsible for the performance evaluation to determine what factual information may be inaccurate or incomplete, conducted by the HR Director and the County Administrator and/or the Department Head. The final determination regarding an appeal will be made by the HR Director and the County Administrator and/or the Department Head.

An employee may also choose to submit an addendum to the performance review stating their view regarding the inaccuracy or incompleteness of a performance review. The addendum must be submitted to the HR Director within 30 days of the date the performance evaluation was delivered to the employee.

### III. Position Reclassifications

#### A. *Reclassification Procedures*

1. Occasionally, the duties and responsibilities of a position change to the degree that requires a reclassification study to be completed. Such studies are completed to ensure that the position is placed in the proper classification.
2. At any time, if a Department Head has a position they feel has experienced significant changes (as defined below), they should complete the reclassification request form, provided in Appendix B. The HR Director will review the request with the Department Head and Supervisor. Only those positions that have experienced significant changes, and are deemed in need of reclassification study by the HR Director will be submitted to the consultant for review.
3. The Human Resource Director's recommendation, as to the positions in need of study, is final and not subject to further appeal. If approved for study, the HR Director submits the position to a certified Decision Band Method consultant for review and study.
4. Following recommendations by the qualified consultant, the HR Director will approve or deny the recommended changes. If approved, an employee who has received a pay grade change will be moved to that grade, effective the first day of the pay period following approval.
5. Reclassification recommendations by the qualified consultant are final and not subject to further appeal.

#### B. *Pay Adjustments Following a Reclassification*

1. An employee who is advanced to a higher pay range through reclassification shall have their salary set within the range of the new pay classification at the same range penetration point they were at in the current pay range.
2. An employee who is reduced to a lower pay range by reclassification action may retain the previous rate of pay. If the current salary exceeds the maximum of the new classification, the employee's salary will be frozen until the range catches up.

#### C. *Reclassification Study Criteria*

1. Only those positions that have experienced significant changes, and are deemed in need of reclassification study by

the HR Director, will be submitted to the consultant for review. Therefore, it is important that NO reclassification requests be submitted by the Department Head unless there have been significant changes in the job duties and tasks of the position for which the reclassification is being requested.

2. As Department Heads consider whether to submit positions for reclassification study, keep in mind that the following changes usually do not warrant a reclassification:
  - a) The gradual accumulation of knowledge in the position. This is normal and expected development in most positions, and will not usually affect the position's classification.
  - b) Being designated as a "backup supervisor" in the absence of the regular supervisor. This does not typically affect a position's classification unless the supervisor is usually absent, and the "backup supervisor" makes substantive decisions in their absence (as opposed to putting such issues "on hold" until the regular supervisor returns).
  - c) Additional training or education the person filling the position has obtained which is not a formal requirement for the position. Would a person hired into the position have to have this training to get the position? Required training that takes a few days or a week would also be unlikely to affect a position's classification.
  - d) Moderate growth in budget and/or direct reports. If the budget that the position is responsible for has grown by only 20%-30% and the person in the position has one more person reporting to them, the position classification will probably not change.
  - e) Simply being busier. Growth in work activity (e.g., number of transactions per day) does not generally affect a job classification. Moving to automated or computerized work processes and systems is also not necessarily grounds for a reclassification, unless the changes have been accompanied by a significant increase in the position's complexity. Keep in mind that automation or computerization of many tasks is usually intended to make them easier (not more difficult) to perform efficiently.
  - f) Pay issues (for example, if it is believed that a similar position is being paid more in another county) are

typically caused by pay policies and/or specific local market factors and are not, in themselves, grounds for reclassification.

3. Conversely, changes that may affect a position's classification and, therefore, prompt a position to be submitted for reclassification study include, but are not limited to:
  - a) A significant increase in people and/or dollars managed.
  - b) A significant and formal increase in managerial responsibilities, budgetary authority, or decision-making latitude—and, therefore, accountability for those decisions.
  - c) A significant increase in technical expertise requirements usually associated with a major change in the position's complexity.
4. Using the above criteria, if a Department Head feels that a position is appropriate for reclassification study, the Reclassification Request Form contained in Appendix B of this Pay Plan should be completed and forwarded to the HR Director. Department Heads will be informed, in writing, as to whether or not a position will be recommended for reclassification study.

## IV. Other Pay Considerations

### A. *Promotions*

1. An employee promoted to a position in a higher pay grade may have his/her salary established within the range of the new assigned pay grade to one of the following:
  - a) The minimum of the assigned pay range; or
  - b) At a rate between the minimum and midpoint of assigned pay range, but not to exceed the midpoint of the assigned pay range for the new job classification; or
  - c) 5% increase

These pay increases may be approved by the Department Head.

2. In rare instances, a promotional increase greater than 5% or above the midpoint of the range of the new pay grade may be considered based on factors such as:
  - a) A promotion from a non-supervisory to a supervisory role;
  - b) Internal equity;
  - c) The employee's performance prior to the promotion;
  - d) The employee's continuous service with the County; or
  - e) Market influences.

These pay increases require the recommendation of the HR Director and approval of the County Administrator.

3. In the event that an individual is currently receiving a salary that exceeds the maximum of the salary range for the new job, then the employee shall receive no increase in base compensation until their pay falls within the established pay range.

#### *B. Hire Pay*

1. County employees shall be hired at a rate that does not exceed the midpoint of the designated salary range for the classification, except for instances of extensive experience. The hiring rate should be the minimum of the range for minimally acceptable qualified individuals to the midpoint of the range for well-qualified individuals. Anyone hired at a rate higher than the midpoint requires pre-approval by the County Administrator.

#### *C. Voluntary Reassignment*

1. An employee who voluntarily accepts a reassignment to a position having a classification in a lower assigned pay grade shall have their salary set at a rate of pay within the new pay grade providing it does not result in an increase in pay or does not exceed the maximum of the new assigned pay grade. Employees who are subsequently reclassified, or promoted back to the original classification from which they took a voluntary reassignment, may not have their rate of pay adjusted to a level above that prescribed for reclassifications or promotions.

#### *D. Market Parity*

1. A situation may arise in which the market compensation level is not consistent with the established salary grade resulting from the formal job evaluation process used to establish internal equity. Below are some indicators of Market Parity:
  - a) Difficulty recruiting a qualified pool
  - b) Unacceptable number of applications continue to be received
  - c) High turnover with the reason for leaving being compensation
2. In these situations, the County will determine if an informal, in-house compensation study needs to be conducted to calculate if there is market parity. Note that the classification for the position is not changed.
3. If there appears to be a market parity, than a market premium may be considered. This will be determined by applying the following:
  - a) Calculating the difference between the established midpoint and maximum, and multiplying times 1.5
  - b) Adding this product to the midpoint

Maximum — Midpoint = Difference X 1.5 + Midpoint = Result

1. If this result is less than the market median actual salary (determined by the informal compensation study), a market premium may be warranted.
2. If this result is more than the market median actual salary, then no market premium is warranted.
3. If a market premium is warranted, the County will consider taking measures to appropriately adjust the range or pay using other means.
4. The market premium salary range will remain with the position until such time as market compensation levels no longer support the premium. If the market compensation level falls to less than the figure warranting a premium, then the premium will be eliminated and the salary for the individual position will be adjusted to fit within the established salary grade for the job classification. In cases where the current salary exceeds the new maximum the salary will be frozen until the range catches up.



## V. Continued Maintenance of the Pay Plan

### A. Responsibility

1. The HR Department is responsible for completing any necessary maintenance needed on the Pay System and Compensation Plan.

### B. Market Evaluations/Studies

1. Market Evaluations/Studies will be handled by HR, in conjunction with a qualified consultant.

### C. Procedures

1. In the current structure, pay grade midpoints approximate the actual median base salaries paid to positions in the relevant labor markets reported in salary survey results. The salary structure will be considered for adjustment by a structure movement trend factor (market adjustment) every year to remain competitive with the market.
2. The County will continue to monitor the pay system and give consideration to reviewing it on or before a three-year (3) period, but not to exceed a review at five (5) years.

## VI. Compensation Plan Inclusion

### A. *Employees/Entities Covered*

1. All regular Nicollet County non-collective bargaining unit employees are to be included in the Nicollet County Pay System and Compensation Plan.
2. County Board Members and Elected Officials are not included in the Pay System and Compensation Plan.

## Appendix A

### Definition of the Decision Bands

#### Band F: Policy Making Decisions

Band F decisions determine the scope, the direction, and overall goals of the overall organization. They take into consideration all the major departments, the limits of funds available to each department, and the scope of their programs. The only limits on Band F are those imposed by law and/or economic conditions. Band F decisions are typically made at the board or senior executive level (Board, Council, CEO)

#### Band E: Programming Decisions

Band E decisions deal with the means of achieving the goals established by Band F. These decisions are concerned with the formulation or adjustment of programs or plans for major functions of an organization, and allocation of resources. Band E decisions are generally made at the senior management level

#### Band D: Interpretive Decisions

Band D decisions require the incumbent to interpret and carry out the programs or objectives developed by Band E. These decisions specify what is required in the lower Bands, and how the resources allocated by B and E are to be organized. If circumstances change, Band D decisions set precedents, establishing what is to be done in similar circumstances in the future. Middle managers or departmental heads typically make Band D decisions.

#### Band C: Process Decision

Band C decisions involve determining the means or process of achieving the objectives, standards or guidelines established by Band D decisions. They are subjected to limits such as; available technology and resources and to the constraints set by Band D. It is important to understand the distinction between the selection of the process and the execution of the process. Selecting the process is a decision that must precede carrying out the operations. A process decision specifies what is to be done at Band B.

For example: The department needs a new computer. Band D decides to purchase a computer. A cost estimate is requested and it is then up to Band C decision makers to determine how the estimate will be prepared. The process of copying data from specified sources, compiling it, manipulating it, and so on takes place at Band B. Supervisor or senior technical specialists typically make Band C decisions.

#### Band B: Operational Decisions

Band B decisions focus on how to carry out the process indicated by Band C decisions. Band B employees are required to complete the tasks within the limits set by the specified process but they do have a choice as to how and when the operations are carried out. Band B decisions are generally made by lower-level professionals personnel.

#### Band A: Defined Decisions

Band A decisions have to do with the manner and speed of performing the elements of the operation. There is no choice as to what the elements of the process are, but there is a choice as to how the elements are performed. Band A decisions are typically made at entry level and in semi-skilled positions.

## Appendix B Reclassification Request Form

Department Name:

Position(s) Recommended for Reclassification:

Employee(s) Currently Occupying Position:

Instructions:

- To be completed by Department Head or Designee
  - Submit one form for each position needed.
  - Please include a revised job description
  - Please complete the information below, briefly and accurately explaining in specific terms, how the position has changed since the last evaluation. Provide "then" and "now" quantitative data and/or specific examples, when possible.
  - Submit completed form to HR.
1. Changes in the position's formal duties and accountabilities or increase in technical expertise requirements since the last evaluation. Include any changes in the position's complexity or difficulty, especially if those changes required additional qualifications or training.
  2. Changes in reporting relationships which may have affected the position, including changes among the position's managers, peers, and/or subordinates including significant changes in people managed (provide an organizational chart if appropriate).
  3. Changes in the position's formal authority/managerial responsibilities, decision-making latitude, and formal responsibilities:
  4. Changes in the magnitude of the position: please describe any *significant* changes in the functions, work processes or activities for which the position is responsible:
  5. Changes in budgetary authority or any significant increase in dollars managed:

6. Any other changes in the position (Keep in mind that if the position is studied, you will have the opportunity to provide a complete Position Description and present further explanation during the interview.)

---

Department Head Signature

---

Date

# Nicollet County Board of Commissioners

## Board Meeting Agenda Item



<b>Agenda Item:</b> Ecumen Pathstone: Needs Determination						
Primary Originating Division/Dept.: Health and Human Services  Contact: C. Sassenberg                      Title: HHS Director  Amount of Time Requested: 5    minutes  Presenter: C. Sassenberg                      Title: HHS Director	Meeting Date: 06/27/2023  Item Type: Regular Agenda <small>(Select One)</small>  Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No					
County Strategy: Programs and Services - deliver value-added quality services <small>(Select One)</small>						
<b>BACKGROUND/JUSTIFICATION:</b>  Adult Day Services offer adults with disabilities individualized programming of meaningful and age-appropriate activities designed to meet assessed health and social needs outside of their residence during the day with supervision, care, meals, snacks, and assistance. For those who have a caregiver at home, these services can provide a respite need. Lead agencies must complete the determination of need application when providers want to develop new day services.  Ecumen Pathstone has requested to develop a new-facility based day services program in St. Peter. Ecumen could serve up to 24 clients ages 55 and over. The program will fill a gap for our county, allowing Nicollet County individuals who would/are traveling to the Mankato location to attend here.						
Supporting Documents: <input checked="" type="radio"/> Attached <input type="radio"/> In Signature Folder <input type="radio"/> None						
Prior Board Action Taken on this Agenda Item: <input type="radio"/> Yes <input checked="" type="radio"/> No  If "yes", when? (provide year; mm/dd/yy if known)						
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A						
<b>ACTION REQUESTED:</b> Approval of the determination of need application through electronic signature and submission						
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <b>FISCAL IMPACT:</b> No fiscal impact  <small>(Select One)</small>             If "Other", specify:         </td> <td style="width: 50%; vertical-align: top;"> <b>FUNDING</b>            County Dollars =             Other  <small>(Select One)</small> </td> </tr> <tr> <td style="vertical-align: top;"> <b>FTE IMPACT:</b> No FTE change  <small>(Select One)</small>             If "Increase or "Decrease," specify:             Related Financial/FTE Comments:         </td> <td style="vertical-align: top;"> <b>Total:</b> </td> </tr> </table>			<b>FISCAL IMPACT:</b> No fiscal impact <small>(Select One)</small>  If "Other", specify:	<b>FUNDING</b> County Dollars =  Other <small>(Select One)</small>	<b>FTE IMPACT:</b> No FTE change <small>(Select One)</small>  If "Increase or "Decrease," specify:  Related Financial/FTE Comments:	<b>Total:</b>
<b>FISCAL IMPACT:</b> No fiscal impact <small>(Select One)</small>  If "Other", specify:	<b>FUNDING</b> County Dollars =  Other <small>(Select One)</small>					
<b>FTE IMPACT:</b> No FTE change <small>(Select One)</small>  If "Increase or "Decrease," specify:  Related Financial/FTE Comments:	<b>Total:</b>					

## DAY SERVICES

# Determination of need application to expand day services

## Instructions

Lead agencies must use this form when they want to develop new day services or expand, change or increase existing day services for people with disabilities.

For more information on the request process and DHS' legal authority, see the [Day services need determination page](#) in the [Community-Based Services Manual \(CBSM\)](#).

**When completed, submit this form and any additional documentation using the "submit" button on Page 4.**

## Lead agency information

DATE 5/4/2023	NAME OF LEAD AGENCY Nicollet	CONTACT PERSON'S NAME Jennifer Lammert	CONTACT PERSON'S TITLE/POSITION HCBS Supervisor	PHONE (507) 934-7222
CONTACT PERSON'S EMAIL Jennifer.Lammert@co.nicollet.mn.us		CITY St Peter	STATE MN	ZIP CODE 56082

## Day services provider information

SERVICE PROVIDER NAME Ecumen Pathstone	CONTACT PERSON Marti Titus		PHONE (507) 385-4350
CONTACT PERSON'S EMAIL MartiTitus@ecumen.org		CONTACT PERSON'S TITLE/POSITION Community Life Director	FAX NUMBER (507) 380-8566
STREET ADDRESS 1114 West Traverse Road		CITY St Peter	STATE MN
NPI/UMPI NUMBER 1922748516		DHS LICENSE NUMBER 1117339	ZIP CODE 56082
CORPORATE (PARENT) NAME Ecumen			

## Request

Based on the service and support needs identified in the Coordinated Services and Support Plans and Addendums (CSSP and CSSP Addendum), we request to: (check all that apply)

<input checked="" type="checkbox"/>	<b>Develop a new facility-based, day services program</b>
IF SO:	<ul style="list-style-type: none"> <li>Provide a summary of the need for services and supports as identified within the CSSPs and CSSP Addendums</li> <li>Provide a summary of the proposed services and supports to be provided to people.</li> </ul>
<input type="checkbox"/>	<b>Develop a new congregate, community-based, day services program</b>
IF SO:	<ul style="list-style-type: none"> <li>Provide a summary of the needs for services and supports as identified within the CSSPs and the CSSP Addendums</li> <li>Provide a summary of the proposed services and supports to be provided to people</li> </ul>
<input type="checkbox"/>	<b>Develop a new day services program satellite facility</b>
IF SO:	<ul style="list-style-type: none"> <li>Provide a summary of need</li> <li>Provide the number of people that will be served</li> </ul>

CONTINUED ON NEXT PAGE



<input type="checkbox"/>	<b>Increase DHS licensed day services program facility capacity</b> (e.g., increase the number of people with disabilities who receive day services within the service provider's facility)
IF SO	<ul style="list-style-type: none"> <li>Provide a summary of need, the number of people that will be served</li> </ul>
<input type="checkbox"/>	<b>Increase the number of service days providing day services</b> (not to exceed 23 days a month)
<input type="checkbox"/>	<b>Change the location of the day services provider's facility/site</b>
IF SO	<ul style="list-style-type: none"> <li>Provide the present and future addresses</li> <li>Provide the increases in primary, usable square footage within the new facility(s) for the purpose of increasing the number of people with disabilities who receive day services.</li> </ul>
<input type="checkbox"/>	<b>Change the fundamental program/services provided to people</b>
IF SO	<ul style="list-style-type: none"> <li>Provide a summary of the proposed services and supports to be provided</li> </ul>
<input type="checkbox"/>	<b>Change the DHS license to serve a different age group of people</b>

## Requirements

The lead agency must base the development of new day services or the expansion and modification of existing day services upon service needs identified in the Coordinated Services and Support Plan and Addendum (CSSP and CSSP Addendum) as required by [Minn. Stat. §256B.092, subd. 1b](#).

Do all the people who either currently receive or who will receive day services have a current CSSP and CSSP addendum that meets the statutory requirements?	<input checked="" type="radio"/> Yes <input type="radio"/> No
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## Changes

In column A, list the current license conditions. In column B, list any proposed changes. If you do not request a change in column B, write N/A.

CHANGES	COLUMN A (CURRENTLY)	COLUMN B (PROPOSED)
No more than this number of persons can be served on site at any one time.	24	24
Age of persons served (as stated on License)	55 and over	55 and over

## Lead agency board comments and approval

The lead agency (county/tribal) board supports the need for changes to the programs or services as described in this application and recommends approval of this application.

SIGNATURE OF COUNTY/TRIBAL BOARD CHAIRPERSON OR DESIGNATED REPRESENTATIVE	DATE OF COUNTY/TRIBAL BOARD ACTION
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## Additional requirements

Answer the following items (If the items are not relevant to this application, write N/A).

1. Describe how the lead agency's proposed day services determination of need request application is related to the service needs identified in the lead agency's:

- A. Community health and human services plan
- B. Community social services administration (CSSA) plan
- C. Lead agency needs determination/gaps analysis reporting
- D. CSSPs and CSSP addendums for people with developmental disabilities.

A. and B. N/A ; C. and D. In October 2022, our HCBS Lead Agency had a review by DHS with demographic data provided. FY 2017 and FY2021 shows trending towards more individuals with disabilities served by HCBS services from 64% to 66%. Aging is expected to be 20.7% by 2033;2018 showed 16.2%. LTSS participants between 25-64 yrs comprise 37.4% of the population. With this data, having another day services provider will enable more individuals to participate in a day service option. The location in St. Peter would serve clients who now need to travel to Mankato or New Ulm. With limited transportation options, cost effectiveness and travel time would be an efficiency. Transporting clients from St Peter and surrounding communities to Mankato costs each client an average of \$20.23/ one way trip. Most clients use round trip transportation @ approx. \$40.46 per day. Costs would decrease to an average of \$6-\$12 per one way trip. Currently 4 clients using Mankato day services spend a total of 1-1.5 hours a day getting to and from the program. 3 of those 4 clients wouldn't have to travel more than a couple of blocks with a day service in their local community and the other would cut ride time down from 1.5 hours to a total of 40 min.

2. If the lead agency's proposed request increases or expands the size and use of day services, describe the home and community-based services and supports that were considered and ruled out as viable alternative options to day services, and why.

Community based options, such as day services, fills a need for those who are not interested in formal competitive employment and have needs identified for ongoing life skill building and socialization. Clients who do not choose to pursue competitive employment or have needs aligning with day service program offerings have limited options. There are no other 245A licensed day services in the rural Mankato area. Staffing shortages for other health care services/settings is creating a need for support, such as ADS, to maintain those living in their own homes and CRS settings. Work sources, such as MRCI, are taking higher functioning individuals with referrals to day services for those no longer working or attending EASE. Waiting list continue to change. Currently there are 5 clients on disability waivers who are on the waiting list St Peter day service. Once open for referrals from case managers, the Lead Agency and Ecumen Pathstone anticipate there are an additional number of individuals on disability waivers who are going without services currently and will benefit from day services.

3. Describe how your lead agency provided information about informed choice and viable/alternative service and support options to day services.

Our lead agency engages assessors and disability case managers in all aspects of E1MN so viable options are provided to those interested in employment and other service options. A resource brochure is shared with clients/families/guardians at the assessment and follow up conversation with the case manager aligns the identified needs with service options. Participation by the supervisor in regional discussions with MRCI is done quarterly. The team lead for disability services and a staff case manager participate in E1MN informational meetings and are coordinating a provider meeting in this area to discuss service options.

4. If the lead agency's proposed request increases or expands the size and use of day services, describe the home and community-based services and supports that could be used as viable alternative options to day services in the future.

245A day services is an option for Nicollet County residents who are currently served by HCBS and, according to aging and HCBS data trends, has a niche in the future. Although we have seen an increase in costs per person for HCBS recipients in data from FY2017 to FY2021, DHS continues to aim to serve more people on HCBS as a flexible and more cost effective option.

5. Describe how the lead agency's proposed request ensures that current and prospective people receiving day services and supports will have all of the following:
- A. Individualized services and supports that meet their needs and preferences
  - B. Individualized opportunities to seek competitive employment and work at competitively paying jobs in the community with people without disabilities and with or without support services
  - C. Meaningful community integration and involvement via regular access to available community services, resources, organizations, activities and people without disabilities.

All clients who choose day services and supports have a person centered plan developed with their case manager/team with identified services that correspond to an assessed need, informed choice, and preferences. Choice in service and provider is inherent in this discussion. As the plan is a fluid document, when a change in preference, need, or want is expressed or identified, the case manager will present alternatives/options to move through the continuum and assist in making referrals to access the services and provider resources. Ecumen Pathstone is an established provider in this area with a well developed base of knowledge and experience offering ADS programming to meet client needs/preferences. Recruitment of staff with experience in day services and knowledge/connection with local community resources has reportedly occurred. Adult Day Services are regulated by the HCBS rule to integrate participants into the greater community. Ecumen Pathstone offers at least 2 outings into the greater community per month. Chosen by the participants, they include lunch, shopping , and community events such as Songs on the Lawn. Adult Day Service's participants are involved in the greater community through daily notifications and discussions of community events, and headlines news. Located at First Lutheran Church in St Peter will allow for participation in events happening at the church and partnerships with church members to support community participation and integration.

6. The lead agency assures the day services provider has policies and practices that protect and support:

A. The right to privacy, dignity and respect?	<input checked="" type="radio"/> Yes <input type="radio"/> No
B. Personal autonomy, independence and control of resources?	<input checked="" type="radio"/> Yes <input type="radio"/> No
C. Accessibility and freedom from restraint?	<input checked="" type="radio"/> Yes <input type="radio"/> No
D. Individualized services and supports that meet people's needs and preferences?	<input checked="" type="radio"/> Yes <input type="radio"/> No
E. Individualized opportunities to seek competitive employment, and work at competitively paying jobs in the community with people without disabilities and with or without support services?	<input checked="" type="radio"/> Yes <input type="radio"/> No
F. Meaningful community integration and involvement via regular access to available community services, resources, organizations, activities and people without disabilities?	<input checked="" type="radio"/> Yes <input type="radio"/> No

## What if I have questions?

If you have questions, or need help, contact the DSD Response Center via email

[DSD.ResponseCenter@state.mn.us](mailto:DSD.ResponseCenter@state.mn.us) (preferred) or by phone at 651-431-4300 or 866-267-7655.

To send via U.S. mail, write to:

Minnesota Department of Human Services, Community Supports Administration  
 Disability Services Division, ATTN: DSD Response Center  
 PO Box 64967  
 St. Paul, MN 55164-0967

## How do I submit this application?

Use the submit button below to email this complete form to DHS. If applicable, remember to attach your documentation to the email before you send it.

**SUBMIT**

# Nicollet County Board of Commissioners

## Board Meeting Agenda Item



<b>Agenda Item:</b> Fraud Prevention Investigation (FPI) Grant Renewal		
Primary Originating Division/Dept.: Health and Human Services  Contact: C. Sassenberg                      Title: HHS Director  Amount of Time Requested: 5    minutes  Presenter: C. Sassenberg                      Title: HHS Director	Meeting Date: 06/27/2023  Item Type: Regular Agenda (Select One)	
		Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
County Strategy: Financial Security - prudent use of taxpayer resources (Select One)		
<b>BACKGROUND/JUSTIFICATION:</b>  Health and Human Services requests approval of the State of Minnesota Department of Human Services County Grant Contract, which renews our Fraud Prevention Investigation (FPI) grant agreement from July 01, 2023, through June 30, 2025. The grant amount will remain the same as in prior grant agreements, which will be, at most, \$80,000.00 each fiscal year. Nicollet County uses these grant dollars to fund the position of fraud investigator hired through the Sheriff's Office and embedded in the Health and Human Services Department.  The significant change to this contract is the requirement to submit quarterly progress reports to the state. These progress reports shall summarize activities, outcomes, challenges, lessons learned, and financial information. The Department of Human Services has also notified us that they are moving to a data-driven funding formula beginning in the 2025 FPI grant cycle based on initial allotments, cases worked, and average benefit-eligible recipients.  Attached is a draft grant contract DHS is using for this grant cycle. The County's document will be received by our Board Chair via DocuSign.		
Supporting Documents: <input checked="" type="radio"/> Attached <input type="radio"/> In Signature Folder <input type="radio"/> None		
Prior Board Action Taken on this Agenda Item: <input checked="" type="radio"/> Yes <input type="radio"/> No  If "yes", when? (provide year; mm/dd/yy if known)    2017, 2019, 2021		
Approved by County Attorney's Office: <input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A		
<b>ACTION REQUESTED:</b> Approval of the Department of Human Services Contract to Renew FPI Grant Funding via electronic signature		
<b>FISCAL IMPACT:</b> Included in current budget (Select One)  If "Other", specify:	<b>FUNDING</b> County Dollars =  State                      Up to \$80,000 annually (Select One)	
<b>FTE IMPACT:</b> No FTE change (Select One)  If "Increase or "Decrease," specify:  Related Financial/FTE Comments:	<b>Total:</b>	

## Minnesota Department of Human Services County Grant Contract

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This Grant Contract, and all amendments and supplements to the contract ("CONTRACT"), is between the State of Minnesota, acting through its Department of Human Services, Office of Inspector General – Financial Fraud and Abuse Investigations Division ("STATE") and [Click here to enter County name](#), an independent grantee, not an employee of the State of Minnesota, located at [Click here to enter physical address](#) ("COUNTY").

### RECITALS

STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6), 256.983 and 119B.02, subdivision 5, has authority to enter into contracts for the following services: maintaining and establishing cost effective Fraud Prevention Investigation (FPI) programs in accordance with operational requirements, forms and reporting mechanisms as contained in the STATE's FPI Program Manual, and amendments and supplements thereto, which are incorporated herein by reference.

STATE, in accordance with Minnesota Statutes, section 13.46, is permitted to share information with COUNTY.

COUNTY represents that it is duly qualified and willing to perform the services set forth in this CONTRACT to the satisfaction of STATE.

THEREFORE, the parties agree as follows:

### CONTRACT

#### 1. CONTRACT TERM AND SURVIVAL OF TERMS.

**1.1. Effective date:** This CONTRACT is effective on **July 01, 2023**, or the date that STATE obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

**1.2. Expiration date.** This CONTRACT is valid through **June 30, 2025**, or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

**1.3. No performance before notification by STATE.** COUNTY may not begin work under this CONTRACT, nor will any payments or reimbursements be made, until all required signatures have been obtained per Minn. Stat. § 16B.98, subd. 7, and COUNTY is notified to begin work by STATE's Authorized Representative.

**1.4. Survival of terms.** COUNTY shall have a continuing obligation after the expiration of CONTRACT to comply with the following provisions of CONTRACT: Liability; Information Privacy and Security; Intellectual Property Rights; State audit; and Jurisdiction and Venue.

**1.5. Time is of the essence.** COUNTY will perform its duties within the time limits established in CONTRACT unless it receives written approval from STATE. In performance of CONTRACT, time is of the essence.

## **2. COUNTY'S DUTIES.**

**2.1 Duties.** COUNTY shall perform duties as follows:

- a. Conduct timely fraud prevention investigations of applicants, recipients, and other participants in the human services programs administered by the COUNTY agency.
- b. Ensure that its FPI program operations and investigative techniques follow the STATE's FPI Guidelines found in the Fraud Prevention Investigation Program Manual (hereinafter, FPI Guidelines), which are incorporated herein by reference, federal regulations, Minnesota laws, and COUNTY ordinances.
- c. Refer for criminal prosecution public assistance recipients and providers who have committed intentional program violations (IPV) or, when such prosecutions are declined by a COUNTY attorney or the COUNTY decides not to pursue criminal prosecution of an IPV, pursue administrative disqualification of a provider or recipient in lieu of criminal prosecution in compliance with Minnesota Statutes, section 256.046.
- d. Use staff that qualify as investigators through the COUNTY's personnel classification system or licensed by either the State of Minnesota Board of Peace Officer Standards and Training (POST) or State of Minnesota Board of Private Detective and Protective Agent Services.
- e. Notify the STATE of any staffing changes that result in fewer FPI investigators than are in the COUNTY's approved CONTRACT attachments. COUNTY staff changes that result in fewer investigators permanently will likely result in reduced FPI program funding.
- f. Allow COUNTY FPI staff to attend and participate in the development and presentation of STATE sponsored training and/or other FPI program related workgroups.
- g. Utilize the State's FPI Program Integrity Network (FASE) for FPI staff to report the results of public assistance fraud investigations, whether administrative, civil or criminal.
- h. Maintain investigative case files as required by the FPI Guidelines. The COUNTY shall provide the STATE access to all FPI case files during the COUNTY'S regular business hours.
- i. Timely submit narrative, financial and/or statistical reports either as required in FPI Guidelines or as requested by the STATE.
- j. Ensure that eligibility workers make referrals to the COUNTY'S FPI staff when appropriate and cooperate with case action reporting requirements.
- k. Ensure that healthcare overpayments arising from FPI investigations are calculated and reported to FPI investigators to the same extent as all other programs related to the FPI program. The STATE will regularly monitor the COUNTY'S compliance with this obligation. Compliance will be a component of the STATE'S evaluation of the COUNTY'S FPI program.



- l. Annually provide training to COUNTY's eligibility workers in fraud detection to assist them in identifying cases that should be referred.
- m. Evaluate FPI referral rates among eligibility workers in order to help identify fraud detection training needs.
- n. Cooperate with the STATE in maintaining cost effective program operations by expanding FPI service coverage to other counties as deemed necessary by the STATE.
- o. Provide short term fraud prevention investigation services to other counties as deemed necessary by the STATE.
- p. Submit quarterly claim reimbursement for the FPI program expenditures on the STATE's Financial Operations Division's Quarterly Income Maintenance Administrative Expense Report (Form No. DHS 2550).
- q. REQUIRED COUNTY AGENCY ATTACHMENTS. The COUNTY agrees to incorporate by reference the following information as an attachment to this CONTRACT. This information must be provided to and approved by the STATE before this CONTRACT becomes effective:
  - 1. COUNTY organizational chart showing its management structure and divisions, and the number and placement of COUNTY FPI staff within this structure.
  - 2. Position descriptions and personnel classification of funded COUNTY FPI employees, including an itemization of all tasks performed and the percentage of time spent on those tasks.
  - 3. Where applicable, contractual agreements between COUNTY agency and service providers of fraud prevention investigation services.
  - 4. A copy of the COUNTY'S policy and procedures for resolving intentional program violations through criminal prosecution or through the administrative disqualification hearing process when a completed fraud prevention investigation identifies an intentional program violation and no criminal action is taken.
- r. COUNTY OBLIGATIONS RELATED TO USE OF THE STATE'S FRAUD APPLICATION SYSTEM ENVIRONMENT (FASE) ELECTRONIC DATABASE.
  - 1. The COUNTY is responsible for ensuring that the STATE's FASE electronic database is utilized only by FPI COUNTY staff or agents, and their related support staff where applicable, and only for legitimate COUNTY business or State business.
  - 2. The STATE is exclusively responsible for approving requests for FASE access and for determining and providing access rights to all FASE users. FASE access shall be granted only to individuals performing investigative work essential to the FPI program.
  - 3. The COUNTY shall ensure that all COUNTY users and agents who are provided access to FASE fully complete a FASE Access Request form approved and signed by their immediate supervisor. The COUNTY shall maintain the original and send a copy to the State. All FASE Access Request forms must be sent to the STATE's FPI Program Administrator or successors. The COUNTY shall immediately notify the STATE in writing if an employee who has access to FASE's employment ends, role changes, or access to FASE is no longer required or appropriate.
  - 4. If any COUNTY supervisor, manager, or executive, or COUNTY personnel responsible for monitoring access to state or COUNTY electronic databases, develops a reasonable

suspicion that FASE or any database that is accessed through FASE or used for investigative purposes, has been used or accessed improperly or illegally, the COUNTY shall immediately investigate the matter and notify the STATE in writing no later than one (1) day following the COUNTY's confirmation that an improper or illegal access, use or disclosure has occurred. "Reasonable suspicion" means any information or data that objectively supports the COUNTY'S belief that improper or illegal access, disclosure or use has occurred. A request to the STATE (or any other database provider) for an audit of any FASE user's use or access does not constitute notice of illegal access, use or disclosure has occurred.

5. The COUNTY shall provide the STATE with all details of the improper or illegal use or disclosure. Failure to provide this notice may result in the COUNTY's loss of access to FASE. The STATE may terminate, suspend or otherwise limit the COUNTY's or any user's or agent's access to FASE based upon a determination that FASE was accessed or used improperly or illegally, or if a COUNTY user or agent is responsible for an improper disclosure. The COUNTY agrees to cooperate with any investigation related to FASE, or any database accessed through FASE, improper or illegal use or disclosure as required or requested by the STATE.
6. Within one (1) business day following any COUNTY determination of an improper or illegal use of or disclosure from FASE or any database accessed through FASE, the COUNTY shall notify the STATE in writing of the details of that resolution.
7. The COUNTY shall prepare a report, and deliver to the STATE, the facts and results of the investigation. The report must at a minimum include:
  - i. a description of the data that was accessed or acquired;
  - ii. the names and number of individuals whose data was improperly accessed, disclosed or acquired;
  - iii. the name of each COUNTY user or agent determined responsible for the unauthorized access, disclosure or acquisition and the amount of their unauthorized access for each victim; and
  - iv. the final disposition of any disciplinary action taken against each COUNTY user in response, or if disciplinary action or other action was determined to be unnecessary, the specific findings and reasons for that determination, excluding information protected by law.
8. All communications regarding an improper or illegal use of or disclosure from FASE, or the databases accessed through FASE, shall be sent to the Department of Human Services, Office of Inspector General, Financial Fraud and Abuse Division, manager of eligibility and child care provider investigations or successor.
9. The COUNTY agrees to assist the STATE in any investigation of a COUNTY's improper or illegal use of FASE.
10. The COUNTY agrees comply with Minnesota Statutes, section 13.055 in relation to any breach in the security of data.



11. The COUNTY agrees to indemnify STATE to the extent provided in clause 10, Liability, and hold harmless the STATE from any lawsuits or damages, including punitive damages, resulting from COUNTY staff data breaches that result from FASE use.
12. The STATE may immediately terminate FASE access, and access through FASE to any database or website that is accessed through FASE, for any COUNTY staff that misuses FASE.
- s. The STATE reserves the exclusive right to determine the action it will take against the COUNTY for any COUNTY user's or COUNTY agent's misuse of FASE access or any database or website that is accessed through FASE.

## 2.2. Grant Progress Reports.

COUNTY shall submit grant progress reports to the STATE on a quarterly basis. Grant progress reports shall summarize activities and outcomes for the given period, and may include, but are not limited to goals, objectives, activities, outcomes, challenges, lessons learned and financial information. COUNTY shall submit program reports to the STATE according to the following schedule and in a mutually agreed upon format:

Due Date:	For service period:
October 20, 2023	Prior year
January 20, 2024	Prior year
April 20, 2024	Prior year
July 20, 2024	Prior year

**2.3 Accessibility.** Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the [State of Minnesota Accessibility Standard](#), as updated on June 14, 2018. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D.

Information technology deliverables and services offered must comply with the MN.IT Services Accessibility Standards and any documents, reports, communications, etc. contained in an electronic format that COUNTY delivers to or disseminates for the STATE must be accessible. (The relevant requirements are contained under the "Standards" tab at the link above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and STATE may withhold payment pursuant to clause 3.2(a) of CONTRACT.

## 3. CONSIDERATION AND TERMS OF PAYMENT.

**3.1 Consideration.** STATE will pay for all services satisfactorily provided by COUNTY under this CONTRACT.

- a. **Compensation.** COUNTY will be paid in accordance with Attachments A-1, 2024 Budget Justification Form and Attachments A-2, 2025 Budget Justification Form, which are attached and

incorporated into this CONTRACT. COUNTY reimbursements shall be made through the settlement provisions as provided in the Cost Allocation Plan for claiming FPI costs and summarized on the applicable pages of the STATE's Quarterly Income Maintenance Administrative Expense Report (Form No. DHS 2550) or other expenditure reporting formats approved by the STATE's Financial Operations.

1. COUNTY must obtain STATE written approval before changing any part of the budget. Notwithstanding Clause 16.1 of CONTRACT, Shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of the smaller line item and when the total obligation and salaries/fringe benefits remain unchanged.
  2. If COUNTY's approved budget changes proceed without an amendment pursuant to this clause, COUNTY must record the budget change in EGMS or on a form provided by STATE.
- b. Travel and subsistence expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of COUNTY's performance under this CONTRACT shall be no greater an amount than provided in the most current Commissioner's Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget as specified in the [Commissioner's Plan, page 125, section 15](#).<sup>1</sup> COUNTY shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.
- c. Total obligation.** The total obligation of STATE for all compensation and reimbursements to COUNTY shall not exceed **dollars (\$0.00)** in each of the state fiscal years 2024 and 2025.

### 3.2. Terms of payment

- a. Invoices/Claims.** COUNTY reimbursement shall be made through the settlement provisions applicable to the Supplemental Nutrition Assistance Program (SNAP), Minnesota Family Investment Program (MFIP), child care assistance programs, the medical assistance program, and other federal and state-funded programs. Payments shall be made through the settlement provisions as provided in the Cost Allocation Plan for claiming FPI costs and summarized on the applicable pages of the STATE'S Quarterly Income Maintenance Administrative Expense Report (Form No. DHS 2550) or other expenditure reporting formats approved by the STATE'S Financial Operations.
- b. Federal funds.** (Where applicable. If blank this section does not apply.) Payments are to be made from federal funds. If at any time such funds become unavailable, this CONTRACT shall be terminated immediately upon written notice of such fact by STATE to COUNTY. In the event of such termination, COUNTY shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed. An amendment must be executed any time any of the data elements listed in 2 CFR 200.332 and this clause, including the Assistance Listing number, are

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<sup>1</sup> <https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp>

changed, such as additional funds from the same federal award or additional funds from a different federal award. STATE has determined that COUNTY is a “contractor” and not a “subrecipient” pursuant to 2 C.F.R section 200.331.

#### **4. CONDITIONS OF PAYMENT.**

**4.1. Satisfaction of STATE.** All services provided by COUNTY pursuant to this CONTRACT shall be performed to the satisfaction of STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. COUNTY shall not receive payment for work found by STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation, or if COUNTY has failed to provide Grant Progress Reports pursuant to **Clause 2.2**, or if the Progress Reports are determined to be unsatisfactory.

**4.2. Payments to subcontractors.** (If applicable) As required by Minn. Stat. § 16A.1245, COUNTY must pay all subcontractors, within ten (10) calendar days of COUNTY’s receipt of payment from STATE for undisputed services provided by the subcontractor(s) and must pay interest at the rate of 1-1/2 percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

**4.3. Administrative costs and reimbursable expenses.** Pursuant to Minn. Stat. § 16B.98, subd. 1, COUNTY agrees to minimize administrative costs as a condition of this grant. COUNTY shall ensure that costs claimed for reimbursement shall be actual costs, to be determined in accordance with 2 C.F.R. § 200.0 et seq., COUNTY shall not invoice STATE for services that are reimbursable via a public or private health insurance plan. If COUNTY receives funds from a source other than STATE in exchange for services, then COUNTY may not receive payment from STATE for those same services. COUNTY shall seek reimbursement from all sources before seeking reimbursement pursuant to CONTRACT.

#### **5. PAYMENT RECOUPMENT.**

COUNTY must reimburse STATE upon demand or STATE may deduct from future payments under this CONTRACT or future CONTRACTS the following:

- a. Any amounts received by COUNTY from the STATE for contract services that have been inaccurately reported or are found to be unsubstantiated;
- b. Any amounts paid by COUNTY to a subcontractor not authorized in writing by STATE;
- c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line item budget, clause 3.1(a);
- d. Any amounts paid by STATE for which COUNTY’S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by COUNTY to perform contract services, in accordance with clause 2, COUNTY’S Duties; and/or
- e. Any amount identified as a financial audit exception.

## **6. CANCELLATION.**

**6.1. For cause or convenience.** In accord with Minn. Stat. § 16B.04, subd. 2, the Commissioner of Administration has independent authority to cancel this CONTRACT. CONTRACT may be canceled by STATE or COUNTY at any time, with or without cause, upon thirty (30) days written notice to the other party. The thirty (30) day notice may be waived, in writing, by the party receiving notice. In the event of such a cancellation, COUNTY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. STATE has the right to suspend or terminate this CONTRACT immediately when STATE deems the health or welfare of the service recipients is endangered, when STATE has reasonable cause to believe that COUNTY has breached a material term of the CONTRACT, or when COUNTY's non-compliance with the terms of the CONTRACT may jeopardize federal financial participation.

**6.2. Insufficient funds.** STATE may immediately terminate this CONTRACT if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written notice to COUNTY. STATE is not obligated to pay for any services that are provided after the effective date of termination. COUNTY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. STATE will not be assessed any penalty if the CONTRACT is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. STATE must provide COUNTY notice of the lack of funding within a reasonable time of STATE's receiving that notice.

**6.3. Breach.** Notwithstanding clause 6.1, upon STATE's knowledge of a curable material breach of the CONTRACT by COUNTY, STATE shall provide COUNTY written notice of the breach and ten (10) days to cure the breach. If COUNTY does not cure the breach within the time allowed, COUNTY will be in default of this CONTRACT and STATE may cancel the CONTRACT immediately thereafter. If COUNTY has breached a material term of this CONTRACT and cure is not possible, STATE may immediately terminate this CONTRACT.

## **7. AUTHORIZED REPRESENTATIVES, RESPONSIBLE AUTHORITY, and PROJECT MANAGER.**

**7.1. State.** STATE's authorized representative for the purposes of administration of this CONTRACT is **Thomas Johnson** or successor. Phone and email: **(651) 431-6050 and Thomas.S.Johnson@state.mn.us**. This representative shall have final authority for acceptance of COUNTY's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

**7.2. County.** COUNTY's Authorized Representative is [Click here to enter name](#) or successor. Phone and email: [Click here to enter text](#). If COUNTY's Authorized Representative changes at any time during this CONTRACT, COUNTY must immediately notify STATE.

**7.3. Information Privacy and Security.** (If applicable) COUNTY's responsible authority for the purposes of complying with data privacy and security for this CONTRACT is [Click here to enter name](#) or successor. Phone and email: [Click here to enter text](#).

**7.4. Project Manager.** The State's Project Manager for this CONTRACT is **Mary McCarthy** or successor. Phone and email: **(651) 431-3957** and **mary.mccarthy@state.mn.us**.

## **8. INSURANCE REQUIREMENTS.**

**8.1. Worker's Compensation.** The COUNTY certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The COUNTY'S employees and agents will not be considered employees of the STATE. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE'S obligation or responsibility.

## **9. LIABILITY.**

To the extent provided for in Minn. Stat. §§ 466.01-466.15, the COUNTY agrees to be responsible for any and all claims or causes of action arising from the performance of this grant contract by COUNTY or COUNTY'S agents or employees. This clause shall not be construed to bar any legal remedies COUNTY may have for the STATE'S failure to fulfill its obligations pursuant to this grant.

**10. INFORMATION PRIVACY AND SECURITY.** COUNTY will receive private information and protected health information protected by the Minnesota Government Data Practices Act and the Health Information Portability and Accountability Act (HIPAA) from STATE in the course of performing its duties under this CONTRACT. Information privacy and security shall be governed by the "Data Sharing Agreement and Business Associate Agreement Terms and Conditions" which the COUNTY and the Minnesota Department of Human Services (DHS) executed in 2015 that are on file at DHS, as well as any current or future amendments to those documents. In accord with 45 C.F.R. § 164.512(d), PHI will be disclosed to the COUNTY because it is performing a health oversight activity under this CONTRACT.

## **11. INTELLECTUAL PROPERTY RIGHTS.**

**11.1. Definitions.** Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by COUNTY, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the CONTRACT. Works includes "Documents." Documents are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by COUNTY, its employees, agents, or subcontractors, in the performance of this CONTRACT.

**11.2. Ownership.** STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this CONTRACT. The Works and Documents will be the exclusive property of STATE

and all such Works and Documents must be immediately returned to STATE by COUNTY upon completion or cancellation of this CONTRACT. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” If using STATE data, COUNTY must cite the data, or make clear by referencing that STATE is the source.

### **11.3. Responsibilities.**

- a. Notification.** Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by COUNTY, including its employees and subcontractors, and are created and paid for under this CONTRACT, COUNTY will immediately give STATE’s Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. COUNTY will assign all right, title, and interest it may have in the Works and the Documents to STATE.
- b. Filing and recording of ownership interests.** COUNTY must, at the request of STATE, execute all papers and perform all other acts necessary to transfer or record STATE’s ownership interest in the Works and Documents created and paid for under this CONTRACT. COUNTY must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of STATE, and that neither COUNTY nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.
- c. Duty not to infringe on intellectual property rights of others.** COUNTY represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, COUNTY will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at COUNTY’s expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. COUNTY will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney’s fees. If such a claim or action arises, or in COUNTY’s or STATE’s opinion is likely to arise, COUNTY must, at STATE’s discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.
- d. Federal license granted.** If federal funds are used in the payment of this CONTRACT, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.



## **12. AUDIT REQUIREMENTS AND COUNTY DEBARMENT INFORMATION.**

### **12.1. State audit.**

Under Minn. Stat. § 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the COUNTY or other party that are relevant to the CONTRACT are subject to examination by STATE and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years from the CONTRACT end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

**12.2. Independent audit.** If COUNTY conducts or undergoes an independent audit during the term of this CONTRACT that is relevant to this CONTRACT, notice of the relevant audit must be provided to STATE within thirty (30) days of the audit's completion and a copy provided, if requested.

**12.3. Federal audit requirements and COUNTY debarment information.** COUNTY certifies it will comply with 2 C.F.R § 200.501 et seq., as applicable. To the extent federal funds are used for this CONTRACT, COUNTY acknowledges that COUNTY and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities receiving \$750,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

### **12.4. Debarment by STATE, its departments, commissions, agencies or political subdivisions.**

COUNTY certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions:  
<https://mn.gov/admin/osp/government/suspended-debarred/>. COUNTY's certification is a material representation upon which the CONTRACT award was based. COUNTY shall provide immediate written notice to STATE's authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

### **12.5. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion – lower tier covered transactions.**

COUNTY's certification is a material representation upon which CONTRACT award was based. Federal money will be used or may potentially be used to pay for all or part of the work under CONTRACT, therefore COUNTY must certify the following, as required by 2 C.F.R. § 180, or its regulatory equivalent.

#### **a. Instructions for Certification**

1. By signing and submitting this CONTRACT, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this CONTRACT is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this CONTRACT is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this CONTRACT that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



**b. Lower Tier Covered Transactions.**

1. The prospective lower tier participant certifies, by submission of this CONTRACT, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this CONTRACT.

**13. JURISDICTION AND VENUE.**

This CONTRACT, and amendments and supplements, are governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this CONTRACT, or breach of the CONTRACT, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**14. CLERICAL ERRORS AND NON-WAIVER.**

**14.1. Clerical error.** Notwithstanding Clause 15.1, STATE reserves the right to unilaterally fix clerical errors contained in the CONTRACT without executing an amendment. COUNTY will be informed of errors that have been fixed pursuant to this paragraph.

**14.2. Non-waiver.** If STATE fails to enforce any provision of this CONTRACT, that failure does not waive the provision or STATE's right to enforce it.

**15. AMENDMENT, ASSIGNMENT, SEVERABILITY, ENTIRE AGREEMENT, AND DRAFTING PARTY.**

**15.1. Amendments.** Any amendments to this CONTRACT shall be in writing and shall be executed by the same parties who executed the original CONTRACT, or their successors in office.

**15.2. Assignment.** COUNTY shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of STATE.

**15.3. Entire Agreement.**

- a. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute, and will incorporate the substitute provision in this CONTRACT according to clause 15.1.
- b. This CONTRACT contains all negotiations and agreements between STATE and COUNTY. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

**15.4. Drafting party.** The parties agree that each party individually has had an opportunity to review with a legal representative, negotiate and draft this CONTRACT, and that, in the event of a dispute, the CONTRACT shall not be construed against either party.

## **16. PROCURING GOODS AND CONTRACTED SERVICES.**

**16.1. Contracting and bidding requirements.** COUNTY certifies that it shall comply with Minn. Stat. § 471.345.

**16.2. Prevailing wage.** For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44; consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. Vendors should submit a prevailing wage form along with their bids.

**16.3 Debarred vendors.** In the provision of goods or services under this CONTRACT, COUNTY must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, COUNTY must check if vendors are suspended or debarred by referencing the Minnesota Department of Administration's [Suspended/Debarred Vendor Report](#). A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

## **17. SUBCONTRACTS.**

COUNTY, as an awardee organization, is legally and financially responsible for all aspects of this award that are subcontracted, including funds provided to sub-recipients and subcontractors, in accordance with 45 C.F.R. §§ 75.351-75.352. COUNTY shall ensure that the material obligations, borne by the COUNTY in this CONTRACT, apply as between COUNTY and subrecipients, in all subcontracts, to the same extent that the material obligations apply as between the STATE and COUNTY.

## **18. LEGAL COMPLIANCE.**

**18.1 General compliance.** All performance under this CONTRACT must be in compliance with state and federal law and regulations, and local ordinances. Allegations that STATE deems reasonable, in its sole discretion, of violations of state or federal law or regulations, or of local ordinances, may result in CONTRACT cancellation or termination and/or reporting to local authorities by STATE.

**18.2 Nondiscrimination.** COUNTY will not discriminate against any person on the basis of the person's race, color, creed, religion, national origin, sex, marital status, gender identity, disability, public assistance status, sexual orientation, age, familial status, membership or activity in a local commission, or status as a member of the uniformed services. COUNTY must refrain from such discrimination as a matter of its contract with STATE. "Person" includes, without limitation, a STATE employee, COUNTY's employee, a program participant, and a member of the public. "Discriminate" means, without limitation, to fail or refuse to hire, discharge, or otherwise discriminate against any person with respect to the compensation, terms, conditions, or privileges of employment, or; exclude from participation in, deny the benefits of, or subject to discrimination under any COUNTY program or activity.

COUNTY will ensure that all of its employees and agents comply with Minnesota Management and Budget Policy #[1329](#) (Sexual Harassment Prohibited) and #[1436](#) (Harassment and Discrimination Prohibited).

**18.3 Grants management policies.** COUNTY must comply with required [Grants Management Policies and procedures](#) as specified in Minn. Stat. § 16B.97, subd. 4(a)(1). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by Office of Grants Management (OGM) [Policy 08-10](#).

**18.4 Conflict of interest.** COUNTY certifies that it does not have any conflicts of interest related to this CONTRACT, as defined by OGM [Policy 08-01](#). COUNTY shall immediately notify STATE if a conflict of interest arises.

## **19. OTHER PROVISIONS**

**19.1. No Religious Based Counseling.** COUNTY agrees that no religious based counseling shall take place under the auspices of this CONTRACT.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

Signature Page Follows

By signing below, the parties agree to the terms and conditions contained in this CONTRACT.

**APPROVED:**

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05 or Department of Administration Policy 21-01.*

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

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

Contract No: \_\_\_\_\_

**Distribution: (fully executed contract to each)**

Contracts and Legal Compliance Division

County

State Authorized Representative

**2. COUNTY**

*Signatory certifies that County's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the County to the terms of this Agreement. County and Signatory agree that the State Agency relies on the Signatory's certification herein.*

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

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

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

**3. STATE AGENCY**

By (with delegated authority): \_\_\_\_\_

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

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

# Nicollet County Board of Commissioners

## Board Meeting Agenda Item



<b>Agenda Item:</b> 2023 Blue Earth County Mental Health Center Purchase of Service Agreement		
Primary Originating Division/Dept.: Health and Human Services  Contact: C. Sassenberg                      Title: HHS Director  Amount of Time Requested: 5    minutes  Presenter: C. Sassenberg                      Title: HHS Director	Meeting Date: 06/27/2023  Item Type: Regular Agenda (Select One)	
		Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
County Strategy: Programs and Services - deliver value-added quality services (Select One)		
<b>BACKGROUND/JUSTIFICATION:</b>  Nicollet County contracts with the Blue Earth County Mental Health Center to fulfill our statutory requirement to provide mental health services for uninsured or under-insured residents of Nicollet County. Our most utilized services provided by the Blue Earth County Mental Health Center include psychiatric medication management and psychiatric urgent care appointments.  Adjustments to the contract include the language for the statute under which the Blue Earth County Mental Health Center is licensed through the Department of Human Services and updated figures contained in the appendix.		
Supporting Documents: <input checked="" type="radio"/> Attached <input type="radio"/> In Signature Folder <input type="radio"/> None		
Prior Board Action Taken on this Agenda Item: <input checked="" type="radio"/> Yes <input type="radio"/> No  If "yes", when? (provide year; mm/dd/yy if known)    7/2019; 1/2020		
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A		
<b>ACTION REQUESTED:</b> Approval of the 2023 Purchase of Service Agreement with Blue Earth County Mental Health Center		
<b>FISCAL IMPACT:</b> Included in current budget (Select One)  If "Other", specify:	<b>FUNDING</b> County Dollars =    \$24,000.00  Other (Select One)	
<b>FTE IMPACT:</b> No FTE change (Select One)	<b>Total:</b>	
If "Increase or "Decrease," specify:  Related Financial/FTE Comments:		

## 2023 Purchase-of-Service Agreement

Nicollet County, 501 South Minnesota Avenue, St. Peter, Minnesota, 56082, on behalf of Nicollet County Health and Human Services, 622 South Front Street, St. Peter, Minnesota, 56082, hereafter referred to as the "Agency" and Blue Earth County Human Services, 410 South Fifth Street, P.O. Box 3526, Mankato, Minnesota, 56002-3526, acting as a local mental health provider, hereafter referred to as the "Contractor," enter into this Agreement for the period of January 1, 2023, to December 31, 2023.

### WITNESSETH

WHEREAS, the Contractor is an organization licensed under Minnesota Statutes Chapter 245I (Mental Health Uniform Service Standards) by the Minnesota Department of Human Services to provide outpatient mental health services to persons; and

WHEREAS, the Agency, pursuant to Minnesota Statutes Sections 373.01 and 373.02, and Chapter 256M of the Minnesota Statutes wishes to purchase such program services from the Contractor for uninsured or underinsured individuals in Nicollet County, herein referred to as fee-eligible recipients;

WHEREAS, the Contractor represents that it is duly qualified, willing to perform such services, and has sufficient staff, contractors/subcontractors and professional capacity to provide such services;

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

#### 1. CONTRACTOR'S DUTIES

- a. The Agency agrees to purchase, and the Contractor agrees to furnish the following services for fee eligible recipients:
  - 1) Psychiatric medication management (adults);
  - 2) Diagnostic assessments;
  - 3) Psychiatric urgent care services;
- b. Upon request by the Agency, the Contractor must provide:
  - 1) An explicit description of the services to be provided; and
  - 2) A listing of all involved staff persons, contractors/subcontractors, and their professional qualifications to provide the services.
  - 3) A budget which includes all professional providers to be compensated within the limits of the Contractor's adopted psychiatric provider pay scale. Professional providers allowable under this contract include licensed medical doctors, advanced practice registered nurses, registered nurses, or licensed practical nurses.
  - 4) One hour per month of psychiatric consultation.

- c. The Contractor agrees that all services provided under this contract shall meet the requirements of Minnesota Statutes, sections 245.461 to 245.486 (Comprehensive Adult Mental Health Act) and the Minnesota Comprehensive Children's Mental Health Act, sections 245.487 to 245.4888.
- d. The Contractor must, within ten (10) days, notify the Agency in writing whenever it is unable to, or going to be unable to, provide the required quality or quantity of purchased services. Upon such notification, the Agency must determine whether such an inability will require modification or cancellation of said contract.
- e. In connection with work under this Agreement, the Contractor agrees to provide language assistance services to applicants and eligible recipients with limited English proficiency as required by Title VI of the Civil Rights Act of 1964. Such assistance shall be given at no additional charge to the client or Agency and in a timely manner for provided mental health services.
- f. Contractor agrees to comply with all of the provisions of the Child Abuse Reporting Act, Minnesota Statutes Section 626.556, as may be amended, and all Minnesota Rules as promulgated by the Minnesota Department of Human Services implementing such Act now in force or hereafter adopted.
- g. Contractor warrants and represents that all providers employed by Contractor to fulfill the terms of this Agreement are currently licensed by the State of Minnesota to provide the intended contracted services. In the event said licenses are cancelled, revoked, suspended, or expire during the term of the Agreement, Contractor agrees to immediately inform the Agency. Nicollet County will only pay for services provided pursuant to such licensing requirement.

## 2. COST AND DELIVERY OF PURCHASED SERVICES

- a. The rate for purchased services will be \$6,250 per quarter, \$25,000 annually.
- b. The Contractor certifies that the services to be provided under this agreement are not otherwise available without cost to the client. The Contractor further certifies that payment claims for purchased services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of service. The Contractor further certifies that rates of payment do not reflect any administrative or program costs assignable to private pay or third-party pay service recipients.
- c. Purchased services will be provided at Blue Earth County Human Services or via telehealth at 410 South Fifth Street, P.O. Box 3526, Mankato, Minnesota, 56002-3526.

## 3. ELIGIBILITY FOR SERVICES

The parties understand and agree that the eligibility of the clients to receive purchased services is to be determined in accordance with the eligibility criteria established by the Agency's annual social services plan.

The parties understand and agree that when the Contractor has been delegated to make the determination of the client's eligibility for purchased services:

- a. It is understood and agreed by the parties that fees for fee eligible recipients shall be charged and collected in accordance with the Contractor's sliding fee policy and schedules which are subsequently adopted by the County Board of Commissioners in their annual social services state plan and approved by the Commissioner of Human Services in accordance with the provisions of Minnesota Statutes Section 256M, subd. 6.
- b. The Contractor must not charge any program or service fee to fee eligible clients except in accordance with 3.a. above.

4. PAYMENT FOR PURCHASED SERVICES

- a. Certification of expenditures: The Contractor must submit a quarterly invoice for purchased services to Nicollet County Human Services.
- b. Payment: The Agency must, within thirty (30) days of the date of receipt of the invoice, make payment to the Contractor for all eligible services.

5. DELIVERY OF CARE SERVICES

Except as otherwise produced herein, the Blue Earth County Mental Health Center shall maintain in all respects its present control over and autonomy with respect to:

- a. The application of its intake procedures and requirements to clients.
- b. The methods, times, means, and personnel for furnishing purchased services to clients.
- c. The determination of when to terminate the furnishing of purchased services to clients.
- d. Rates for services, including the sliding fee schedule.

6. AUDIT AND RECORD DISCLOSURES

The Contractor must:

Allow personnel of the Agency, the Minnesota Department of Human Services, and the U.S. Department of Health and Human Services, access to the Contractor's facility and records at reasonable hours to exercise their responsibility to monitor purchased services.

If the collection of social services fees is delegated to the Contractor, the Contractor must provide the Agency with information about fees collected and the fee sources.

Maintain all records pertaining to the Agreement at the Blue Earth County Mental Health Center for six (6) years for audit purposes.



Comply with policies at the Minnesota Department of Human Services regarding social services recording and monitoring procedures, as defined and described in the Department of Human Services' rules and manuals.

7. SAFEGUARD OF CLIENT INFORMATION

- a. The use or disclosure by any party of information concerning a fee eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes Chapter 13, for any purpose not directly connected with the 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.
- b. The Contractor is a covered entity under the Health Insurance Portability and Accountability Act (HIPAA). To the extent that the Contractor performs a function or activity involving the use of "protected health information" (45 CFR section 164.501), on behalf of the Agency including, but not limited to: providing health care services; health care claims processing or administration; data analysis, processing, or administration; utilization review; repricing; or otherwise provided by 45 CFR section 160.103, the Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160-164), (collectively referred to as "HIPAA"), and all applicable requirements.

8. EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS AND NONDISCRIMINATION

The Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504;

The Contractor certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363.03 (1998). This section applies only if the grant is for more than \$100,00.00 and the Contractor has employed (40) forty or more full-time employees within the State of Minnesota on a single working day during the previous 12 months.

9. FAIR HEARING AND GRIEVANCE PROCEDURES

The Agency agrees to provide for a fair hearing and grievance procedure in conformance with Minnesota Statutes, Section 256.045, and in conjunction with fair hearing and grievance procedures established by Department of Human Services' administrative rules.

10. BONDING, INDEMNITY, INSURANCE, AND AUDIT CLAUSE

- a. Bonding: The Contractor must obtain and maintain at all times, during the term of this Agreement, a fidelity bond covering the activity of its personnel authorized to distribute monies. Such a bond must be in the amount of \$100,000.00
- c. The Contractor shall indemnify, hold harmless and defend the Agency, its officials,

employees, and agents from any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees, which the Agency, its officials, employees, and agents may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Contractor, its employees, or agents in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

- 1) By reason of any fee eligible client suffering personal injury, death, or property loss or damage either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this Agreement, or while on premises owned, leased, or operated by the Contractor, or while being transported to and from said premises in any vehicle owned, operated, chartered, or otherwise contracted for by the Contractor or Contractor's assigns; or
- 2) By reason of any service client causing injury to, or damage to, the property of another person, during any time when the Contractor or Contractor's assigns or employee therefore has undertaken of its furnishing the care and service called for under this Agreement.

c. Insurance: The Contractor further agrees, in order to protect itself and the Agency and the Agency's officers, agents, employees, and elected officials under the indemnity provision above, that it will at all times during the term of the Agreement, and beyond such term when so required, have and keep in force liability insurance as set forth below. Any insurance required to be provided by the Contractor shall be primary, and not excess, to any other coverage carried by Nicollet County. The Contractor is responsible for any deductible or self-insured retention contained within the insurance program.

- 1) The Contractor will purchase occurrence-based liability insurance. The policy shall include coverage for all applicable liabilities arising out of premises, operations, products, completed operations, personal and advertising injury, and liability assumed under this Agreement. Said liability insurance shall cover all personnel performing services under this Agreement. An umbrella liability policy may be used in conjunction with the primary coverage limits to meet the minimum insurance limit requirements. Nicollet County shall be listed as an additional insured.
- 2) The applicable liability insurance coverage will meet the limits equal to the tort liability limits under Minnesota Statutes Section 466.04.

#### 11. CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION

Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes Section 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Contractors 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 transacting business by or with any federal, state, or local governmental department or agency; and
- b. Have not, within a three- (3-) year period preceding this contract:
  - 1) Been convicted of or a had a civil judgment rendered against them for commission of fraud or for 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 statement 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 or 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 Agreement are in violation of any of the certifications set forth above.

Shall immediately give written notice to the Agency should Contractor come under investigation for allegations of fraud or a criminal offense in connection with 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.

## 12. CONDITIONS OF THE PARTIES' OBLIGATIONS

- a. It is understood and agreed that in the event the reimbursement to the Agency from State and Federal sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of purchased services, the obligations of each party hereunder must thereupon be terminated.
- b. This Agreement may be cancelled by either party at any time, with or without cause, upon thirty (30) days' written notice delivered by mail or in person. In the event of such cancellation, the Contractor shall be entitled to payment, for services rendered, provided that such services performed are in accordance with the provisions of this Agreement.

- c. Before the termination date specified in Section 1 of this Agreement, the Agency may evaluate the performance of the Contractor in regard to the terms of this Agreement to determine whether such performance merits renewal of the Agreement.
- d. Any alterations, variations, modifications, or waivers of provisions of this Agreement will be valid only when they have been reduced to writing, duly signed, and attached to the original of this Agreement.
- e. No claim for services furnished by the Contractor not specifically provided in the Agreement will be allowed by the Agency, nor must the Contractor do any work or furnish any material not covered by the Agreement, unless this is approved in writing by the Agency. Such approval must be considered to be a mediation of the Agreement.
- f. In the event that there is a revision of Federal regulations which might make this Agreement ineligible for Federal financial participation, all parties will review the Agreement and renegotiate those items necessary to bring the Agreement into compliance with new Federal regulations.
- g. The terms of this Agreement and utilization of purchased services will be reviewed by both parties on a quarterly basis. The Agency is responsible for coordinating review meetings in April, July, and October of during the term in this Agreement.

### 13. SUBCONTRACTING

- a. The Contractor agrees not to enter into subcontracts for any of the work contemplated under this Agreement without written approval of the Agency.
- b. All subcontractors must be subject to and must meet all of the requirements of this Agreement.
- c. The Contractor must ensure that any and all subcontracts to provide services under this Agreement must contain the following language:

The subcontractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as a third-party beneficiary, is an affected party under this Agreement. The subcontractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or may sue the 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 Agreement. Minnesota Department of Human Services is entitled to and may recover from the Contractor reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained. The provision must not be construed to limit the rights of any party to the Agreement or any other third-party beneficiary, nor must it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver or immunity.

- d. The Contractor agrees to be responsible for the performance of any subcontractor to ensure compliance to the subcontract and Minnesota Rules, Part 9525.1870, Subpart 3.

14. NONCOMPLIANCE

- a. If either Party fails to comply with the provisions of this Agreement, the non-defaulting Party may seek any available legal remedy.
- b. Either party must notify the other party within thirty (30) days when a party has reasonable grounds to believe that this Agreement has been or will be breached in a material manner. The party receiving such notification must have thirty (30) days, or any other such period of time as mutually agreed to by the parties, to cure the breach or anticipatory breach.

15. THIRD-PARTY BENEFICIARY - MINNESOTA DEPARTMENT OF HUMAN SERVICES

The 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 Agreement. The Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or may sue the Contractor for any appropriate relief in law or performance of all or any part of the Agreement between Nicollet County and the Contractor. The Contractor specifically acknowledges that Nicollet County and the Minnesota Department of Human Services are entitled to and may recover from the Contractor reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision must not be construed to limit the rights of any party to the Agreement or any other third-party beneficiary, nor must it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.

16. TRANSITION PLAN

Counties must prepare a transition plan that provides for continuity of care in the event of contract termination with a community mental health center under section 245.62, or a community support services program under section 245.462, subdivision 6. The county shall provide at least 90 days' notice of the termination to the contracted agency and the commissioner of human services. A developed transition plan would also provide information to clients on how to access medical records and how to transfer to other providers.

17. 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 agency relating to the subject matter hereof.

## **GENERAL PROVISIONS**

### **A. Notices**

1. Any notice or other communication provided for hereunder will be in writing and may be:

- a. Served by personal delivery;
- b. Made by facsimile; or
- c. Sent by overnight courier service (with all fees prepaid)

to the receiving parties as follows, or to any other address which either Party may hereafter designate for itself in writing:

If to CONTRACTOR: Blue Earth County Human Services  
ATTN: Natalia Dann  
410 S. Fifth Street  
PO Box 3526  
Mankato, MN 56002-3526  
Fax: (507) 304-4160

If to AGENCY: Nicollet County Health and Human Services  
ATTN: Cassandra Sassenberg  
622 S. Front Street  
St. Peter MN 56082

2. Any party may, by notice given in accordance with this Article, designate a different address or person for receipt of all communications or notices.

### **B. Liaison**

1. To assist the parties in the day-to-day performance of this Contract and to develop services, ensure compliance, and provide ongoing consultation, a liaison may be designated by Contractor and Agency. The parties shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of execution of this Contract, the following persons are designated liaisons:

CONTRACTOR: Natalia Dann, (507) 304-4316

AGENCY: Cassandra Sassenberg, (507) 934-8573

### **C. Applicable Law**

This Agreement shall be governed by and construed in accordance with the State of Minnesota.

### **D. Jurisdiction and Venue**

Any legal action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby will be instituted exclusively in the state and federal courts located in Blue Earth County, Minnesota.

E. Severability

If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, it shall in no way affect, impair, or invalidate any other provision of this Agreement, and the remaining provisions shall remain in full force and effect. To the extent that any such provision is found to be invalid, void, or otherwise unenforceable as written, the Parties authorize the court or through the Parties own agreement to revise it retroactively to the effective date so that it is enforceable to the greatest extent allowed by applicable law.

F. Headings

The headings in this Agreement are for the purposes of reference only and shall not affect or define the meanings hereof.

G. Waiver

The failure of either Party to insist, in any one or more instances, upon a strict performance of any of the terms and conditions of this Agreement, or to exercise or fail to exercise any option or right contained herein, shall not be construed as a waiver or a relinquishment for the future of such right or option, but the same shall continue and remain in full force and effect. The continued performance by either Party of this Agreement with knowledge of the breach of any term or condition hereof shall not be deemed a waiver of such breach, and no waiver by either Party of any provision hereof, shall be deemed to have been made, or operate as estoppel, unless expressed in writing and signed by such Party.

H. Force Majeure

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

(REST OF PAGE LEFT BLANK INTENTIONALLY)



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

\_\_\_\_\_  
Cassandra Sassenberg  
Nicollet County Health and Human Services Director  
[Cassandra.sassenberg@co.nicollet.mn.us](mailto:Cassandra.sassenberg@co.nicollet.mn.us)

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

\_\_\_\_\_  
Jack Kolars  
Nicollet County Board Chairperson  
[Jack.kolars@co.nicollet.mn.us](mailto:Jack.kolars@co.nicollet.mn.us)

Approved as to Form and Execution

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

\_\_\_\_\_  
Michelle Zehnder Fischer  
Nicollet County Attorney  
[Michelle.ZenderFischer@co.nicollet.mn.us](mailto:Michelle.ZenderFischer@co.nicollet.mn.us)


Dated: 6/20/2023 \_\_\_\_\_

DocuSigned by:  
  
\_\_\_\_\_  
DEAB68C9B2B3484...lue Earth County Board  
Vance Stuehrenberg  
[Vance.Stuehrenberg@blueearthcountymn.gov](mailto:Vance.Stuehrenberg@blueearthcountymn.gov)

Dated: 6/20/2023 \_\_\_\_\_

DocuSigned by:  
  
\_\_\_\_\_  
13E34898DD184EA...  
Blue Earth County Administrator  
[Bob.Meyer@blueearthcountymn.gov](mailto:Bob.Meyer@blueearthcountymn.gov)

Dated: 6/21/2023 \_\_\_\_\_

DocuSigned by:  
  
\_\_\_\_\_  
0461C80BBFD94F9...  
Blue Earth County Director of Human Services  
[Phil.Claussen@blueearthcountymn.gov](mailto:Phil.Claussen@blueearthcountymn.gov)



## SMI Bundled Services

**Services Description** Blue Earth County Mental Health Center (BECMHC) will provide adult psychiatric services, including urgent care, to individuals with Serious Mental Illness (SMI). BECMHC will also offer and provide Coordination Services to all SMI individuals. Coordination Services will be provided via phone or in-person and by the clinic's Registered Nurses or Social Worker. Coordination Services will focus on prevention and the person's immediate need.

Pre-Appointment Coordination Services may include:

- Triage
- Appointment readiness preparation
- Insurance and benefit coordination
- Completing prior authorization for services

Psychiatric Appointment (potentially revenue producing):

- Vitals
- Review of Systems and depression screening
- Psychiatric appointment with MD or APRN

Post-Appointment (within one week of the psychiatric appointment) Coordination Services may include:

- Provide education and check in regarding medications: adherence, questions, side effects
- Coordination regarding Primary Care Services: blood work, physical
- Follow up and coordination of services from psychiatric providers recommendations
- General Information & Referral Services
- Prior authorization for medications or other services

Pharmacy Services may include:

- Medication consults with PharmD
- Medication reconciliation and synchronization
- Medication packaging
- Medication delivery

## **Psychiatric Services Costs and Revenue**

### **Cost**

The annual staff cost for psychiatric services at BECMHC is \$1,888,586. This includes the MHC Staff (psychiatric provider, nursing, social work, case aide, billing, supervisor, and front desk) hourly rate and benefits times their full-time equivalent.

The annual overhead cost for psychiatric services is \$481,020. This includes electronic health records fees, building and department costs.

The total annual operation costs for the psychiatric services at the MHC is \$2,369,606.

The total operating costs divided by 2080 hours (hours the psychiatric clinic is open) is \$1,139.23, which is the operating cost per hour.

5,893 psychiatric appointments are scheduled and attended each year. 5,893 divided by 2080 hours (hours the psychiatric clinic is open) is 2.82 appointments held per hour, also referred to as appointment volume.

The operating cost per hour, \$1,139.23, divided by appointment volume of 2.82 is \$403.98.

The operating cost per appointment is \$403.98.

### **Revenue**

There are 30 different combinations of codes that can be billed for psychiatric services. Each insurance plan pays differently. The range of payment is from \$0-\$350. The average payment rate is \$106.25 per psychiatric appointment.

### **Appointment Loss**

The operating cost per appointment of \$403.98 minus the payment rate per appointment of \$106.25 equals a loss per appointment of \$297.73. In other words, for each held psychiatric appointment, BECMHC loses \$297.73.

### **SMI Services Bundled Rate**

The services bundled rate was built using the operating costs per appointment, rounded to \$400, and assumes each person has 4 psychiatric appointments per year; Each tier following the first includes a discounted rate of 5%. The tiered service bundled rate is as follows:

Minimum Patient Range	Maximum Patient Range	Average # of Appts per Year	Contract Cost (5% Discount)	Bundled Rate per Appt	Regular Rate per Appt	Regular Rate Contract
1	15	4	\$24,000.00	\$400.00	\$400	\$24,000.00
16	30	4	\$45,600.00	\$380.00	\$400	\$48,000.00
31	45	4	\$66,120.00	\$367.33	\$400	\$72,000.00
46	60	4	\$85,614.00	\$356.73	\$400	\$96,000.00
61	75	4	\$104,133.30	\$347.11	\$400	\$120,000.00
75	90	4	\$121,726.64	\$338.13	\$400	\$144,000.00
91	105	4	\$138,440.30	\$329.62	\$400	\$168,000.00
106	120	4	\$154,318.29	\$321.50	\$400	\$192,000.00
121	135	4	\$169,402.37	\$313.71	\$400	\$216,000.00
136	150	4	\$183,732.25	\$306.22	\$400	\$240,000.00

### **Psychiatric Consultation**

- Rate is \$250/hour (this is for time requested in addition to the one hour per month previously mentioned in the agreement).
- Services will be provided by MD or APRN.
- While telehealth is preferred, the service can be provided in person.
- The consult can include
  - Consult on specific people receiving services at the MHC
  - Education provided on new medications or existing medications
  - Targeted education provided a specific diagnosis or symptomology



By selecting Adopt and Sign, I agree that the signature and initials will be the electronic representation of my signature and initials for all purposes when I (or my agent) use them on documents, including legally binding contracts - just the same as a pen-and-paper signature or initial.

## Internal Routing Page

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6/16/2023

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6/20/2023

**Certificate Of Completion**

Envelope Id: 1DF86F58287A4A708B8F5C42C654E4C4

Status: Sent

Subject: Please DocuSign: Board Contract - Nicollet County and Blue Earth County - Psych Services Agreement

Source Envelope:

Document Pages: 15

Signatures: 3

Envelope Originator:

Certificate Pages: 6

Initials: 3

Noelle Bruender

AutoNav: Enabled

410 South 5th Street

Enveloped Stamping: Enabled

Mankato, MN 56001

Time Zone: (UTC-06:00) Central Time (US &amp; Canada)

Noelle.Bruender@blueearthcountymn.gov

IP Address: 136.234.48.139

**Record Tracking**

Status: Original

Holder: Noelle Bruender

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6/16/2023 1:55:41 PM

Noelle.Bruender@blueearthcountymn.gov

**Signer Events****Signature****Timestamp**

Angela Youngerberg



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Angela.Youngerberg@blueearthcountymn.gov

Viewed: 6/16/2023 5:18:00 PM

Director of Business Operations

Signed: 6/16/2023 5:18:44 PM

Blue Earth County

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication  
(None)

Using IP Address: 136.234.48.139

**Electronic Record and Signature Disclosure:**

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Phil Claussen



Sent: 6/16/2023 5:18:47 PM

phil.claussen@blueearthcountymn.gov

Viewed: 6/19/2023 11:25:39 PM

Human Services Director

Signed: 6/19/2023 11:26:26 PM

Blue Earth County

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication  
(None)

Using IP Address: 166.137.83.71

Signed using mobile

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Stephanie Jahnke



Sent: 6/19/2023 11:26:28 PM

Stephanie.Jahnke@blueearthcountymn.gov

Viewed: 6/20/2023 12:22:52 PM

Administrative Assistant

Signed: 6/20/2023 12:22:56 PM

Blue Earth County

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication  
(None)

Using IP Address: 136.234.48.139

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Vance Stuehrenberg



Sent: 6/20/2023 12:22:58 PM

VanceS@blueearthcountymn.gov

Viewed: 6/20/2023 2:04:34 PM

Board of Commissioners 2023 Chair

Signed: 6/20/2023 2:04:41 PM

Blue Earth County

Signature Adoption: Drawn on Device

Security Level: Email, Account Authentication  
(None)

Using IP Address: 136.234.48.139

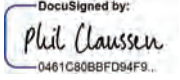
Signed using mobile

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Signer Events	Signature	Timestamp
Bob Meyer Bob.Meyer@blueearthcountymn.gov County Administrator Blue Earth County Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 136.234.48.139	Sent: 6/20/2023 12:22:58 PM Viewed: 6/20/2023 4:22:33 PM Signed: 6/20/2023 4:23:08 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Phil Claussen phil.claussen@blueearthcountymn.gov Human Services Director Blue Earth County Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 136.234.48.139	Sent: 6/20/2023 4:23:10 PM Viewed: 6/21/2023 3:50:28 PM Signed: 6/21/2023 3:50:37 PM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Cassandra Sassenberg cassandra.sassenberg@co.nicollet.mn.us Security Level: Email, Account Authentication (None)	Sent: 6/21/2023 3:50:39 PM Viewed: 6/21/2023 4:03:18 PM
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**Electronic Record and Signature Disclosure:**  
Accepted: 6/21/2023 4:03:18 PM  
ID: 35cbc26a-4b5e-4890-9ca4-54f7190315c2

Jack Kolars jack.kolars@co.nicollet.mn.us Security Level: Email, Account Authentication (None)	<b>Electronic Record and Signature Disclosure:</b> Accepted: 2/27/2023 4:42:45 PM ID: a510cf00-25f7-44b2-8918-989b208fc11b
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Michelle Zehnder Fischer michelle.zehnderfischer@co.nicollet.mn.us Security Level: Email, Account Authentication (None)	<b>Electronic Record and Signature Disclosure:</b> Accepted: 3/20/2023 1:22:11 PM ID: 97bfac80-1f6c-4cf6-82e3-0dfbb0eb3cd1
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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/16/2023 2:03:06 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		



## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Blue Earth County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Blue Earth County:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [corey.vanraalte@blueearthcountymn.gov](mailto:corey.vanraalte@blueearthcountymn.gov)

### **To advise Blue Earth County of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [corey.vanraalte@blueearthcountymn.gov](mailto:corey.vanraalte@blueearthcountymn.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Blue Earth County**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [corey.vanraalte@blueearthcountymn.gov](mailto:corey.vanraalte@blueearthcountymn.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Blue Earth County**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [corey.vanraalte@blueearthcountymn.gov](mailto:corey.vanraalte@blueearthcountymn.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Blue Earth County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Blue Earth County during the course of your relationship with Blue Earth County.



**JUNE 13, 2023**  
**OFFICIAL PROCEEDINGS OF THE**  
**NICOLLET COUNTY DRAINAGE AUTHORITY**

The Nicollet County Drainage Authority met in regular session on Tuesday, June 13, 2023, at 9:00 a.m. Present at the meeting were Commissioners Jack Kolars, Terry Morrow, Marie Dranttel, Mark Dehen, and Kurt Zins. Also present were County Administrator Mandy Landkamer, Assistant County Attorney Roxann Klein, and Recording Secretary Sarah Frahm.

**Approval of Agenda**

Motion by Commissioner Dehen and seconded by Commissioner Dranttel to approve the agenda. Motion carried with all voting in favor.

**Consent Agenda**

Motion by Commissioner Dehen and seconded by Commissioner Dranttel to approve the consent agenda items as follows:

1. May 23, 2023 Regular Drainage Minutes

Motion carried with all voting in favor.

**Public Appearances**

Lynn Fluegge of New Ulm came forward to discuss concerns related to CD86A. Commissioner Morrow confirmed that at the May 23, 2023 Board meeting, Nicollet County approved entering into an agreement with Houston Engineering to review six issues related to the CD86A project. The report from Houston Engineering has an estimated completion date of July 25, 2023. Once complete, the report will be viewed by County staff and submitted for review at a following County Board meeting so landowners have an opportunity to provide comments. A copy of the May 23, 2023 Drainage minutes outlining the CD86A issues were also provided to Mr. Fluegge for his review.

**Adjourn**

Chair Kolars adjourned the meeting at 10:01 a.m.

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JACK KOLARS, CHAIR  
BOARD OF COMMISSIONERS

ATTEST:

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MANDY LANDKAMER, CLERK TO THE BOARD