



**Offices Located in:**

Redwood Falls, MN • 507-637-4041  
Ivanhoe, MN • 507-694-1452    Slayton, MN • 507-836-6144  
Pipestone, MN • 507-825-6720    Luverne, MN • 507-283-5070  
Marshall, MN • Human Services 507-537-6747 • Health Services 507-537-6713

---

# Joint Powers Board of Directors Bylaws

---

## Contents

|   |    |
|---|----|
| ARTICLE 1: PURPOSE .....                                | 2  |
| ARTICLE 2: TERM OF BYLAWS .....                         | 2  |
| ARTICLE 3: COMPOSITION & ORGANIZATION .....             | 2  |
| ARTICLE 4: OFFICERS.....                                | 3  |
| ARTICLE 5: MEETINGS .....                               | 4  |
| ARTICLE 6: POWERS AND DUTIES OF JOINT POWERS BOARD..... | 8  |
| ARTICLE 7: BOARD MEMBER RESPONSIBILITIES .....          | 8  |
| ARTICLE 8: BOARD MEMBER ETHICS .....                    | 10 |
| ARTICLE 9: FINANCE COMMITTEE .....                      | 12 |
| ARTICLE 10: OTHER COMMITTEES.....                       | 13 |
| ARTICLE 11: PARLIMENTARY AUTHORITY.....                 | 13 |
| ARTICLE 12: DATA .....                                  | 13 |
| ARTICLE 13: ADHERENCE TO JOINT POWERS AGREEMENT .....   | 13 |
| ARTICLE 14: AMENDMENT OF BYLAWS.....                    | 13 |

The undersigned, being the governing body and board of directors of Southwest Health and Human Services, a joint powers board created under the provisions of Minnesota Statutes, §§471.59 and 402A.35, Chapter 145A, and Minnesota Statutes 393 in accordance with the power granted to it by the provisions of section I of the Southwest Health and Human Services Joint Powers Agreement, hereby adopt the following bylaws.

## ARTICLE 1: PURPOSE

The purpose of Southwest Health and Human Services and its governing body, the Southwest Health and Human Services Joint Board, Southwest Community Health Board and Southwest Human Services Board is set forth in a joint powers agreement executed by the Minnesota counties of Lincoln, Lyon, Murray, Pipestone, Redwood and Rock (hereinafter referred to as the "Southwest Health and Human Services Joint Powers Agreement").

The purpose of these bylaws is to set forth the regulation of the affairs and manner of operation for the Southwest Health and Human Services Joint Board, Southwest Community Health Board and Southwest Human Services Board and the governance of its members. These bylaws should be read in conjunction with the Southwest Health and Human Services Joint Powers Agreement.

## ARTICLE 2: TERM OF BYLAWS

These bylaws shall become effective upon approval by the Southwest Health and Human Services Joint Board, Southwest Community Health Board and Southwest Human Services Board and shall continue in force and effect, with all subsequent amendments as provided in Article 14, for such time as the Southwest Health and Human Services Joint Powers Agreement remains in effect.

## ARTICLE 3: COMPOSITION & ORGANIZATION

**Section 3.1 Board member appointments and recognition.** After each member county appoints its two representatives and one lay member to serve on the Southwest Health and Human Services Joint Board, Southwest Community Health Board and Southwest Human Services Board the Board shall recognize the Board members as provided in Article II, III, and IV of the Joint Powers Agreement.

**Section 3.2 Committees.** The Southwest Health and Human Services Joint Services Board shall establish an Executive Committee composed of one commissioner from each of the member counties. Other committees established by a majority vote of the Joint Health and Human Services Board as provided for in Article 10. Individual commissioners may also be appointed as representatives of the board to other committees such as the insurance collaborative and insurance committee.

## ARTICLE 4: OFFICERS

**Section 4.1 Election of officers.** The Southwest Health and Human Services Joint Powers Board, Southwest Health Community Health Board and Southwest Human Services Board shall elect officers beginning at its first meeting of the year. Officers will be elected so there is representation from each county.

**Section 4.2 Term of office.** The term of office shall end upon the close of the meeting at which the next chair or vice chair is elected. (i.e. January meeting)

**Section 4.3 Single office.** No board member may hold more than one office at a time, the vice chair of the Joint Powers Board shall also serve as the chair of the Finance Committee. No board shall hold the same office for more than two (2) consecutive years.

**Section 4.4 Chair duties and responsibilities.** The chair's duties and responsibilities include the following:

- (a) Ensuring the integrity of the Southwest Health and Human Services Joint Board, Southwest Community Health Board and Southwest Human Services Board process by presiding over Joint Health and Human Services Board, Southwest Health Community Health Board and Southwest Human Services Board meetings and directing the preparation of the agenda for such meetings in a manner that:
  - (i) Ensures that the Southwest Health and Human Services Joint Board, Southwest Community Health Board and Southwest Human Services Board conducts consistent with its own rules and those legitimately imposed upon it from outside the organization;
  - (ii) Limits meeting decision-making or discussion to those issues that, according to the bylaws or other policies adopted by the Joint Health and Human Services Board, are clearly the responsibility of the Southwest Health and Human Services Joint Board, Southwest Community Health Board and Southwest Human Services Board to decide (and not the responsibility of the chief executive officer) or to monitor; and
  - (iii) Facilitates deliberation that is timely, orderly, fair, and thorough, but also efficient, limited in time, and kept to the point.
- (b) Except as otherwise provided in the Joint Powers Agreement, appointing board members to serve on committees established by the Southwest Health and Human Services Joint Board, Southwest Community Health Board and Southwest Human Services Board.
- (c) Representing the Southwest Health and Human Services Joint Board, Southwest Community Health Board and Southwest Human Services Board as its principle spokesperson.

- (d) The chair of the Joint Health and Human Services Board shall attend the entrance and exit interview for the annual financial audit.

The chair's duties and responsibilities do not include making decisions about policies established by the Southwest Health and Human Services Joint Board, Southwest Community Health Board and Southwest Human Services Board nor supervising and directing the executive director or Southwest Health and Human Services staff independent of the Southwest Health and Human Services Joint Board, Southwest Community Health Board and Southwest Human Services Board.

**Section 4.5 Vice chair duties and responsibilities.** Whenever the chair is unable to serve, the vice chair shall exercise the duties and responsibilities of the chair. The vice chair shall also serve as the chair of the Finance Committee.

**Section 4.6 Absence of chair and vice chair.** In the absence of the chair and the vice chair of the Southwest Health and Human Services Joint Board, Southwest Community Health Board and Southwest Human Services Board the remaining Board members shall elect from among themselves a chair pro tem who shall perform the duties of chair for that meeting.

**Section 4.7 Clerk.** The Southwest Health and Human Services Joint Board, Southwest Community Health Board and Southwest Human Services Board shall appoint a Southwest Health and Human Services staff person to serve as the clerk to the Southwest Health and Human Services Joint Board, Southwest Community Health Board and Southwest Human Services Board.

## **ARTICLE 5: MEETINGS**

**Section 5.1 Open meetings.** All meetings of the Southwest Health and Human Services Joint Board, Southwest Community Health Board and Southwest Human Services Board, including its committees and subcommittees, shall be conducted in public, except where authorized or directed by federal or state law to close a meeting.

**Section 5.2 Public speech during meetings.** The Southwest Health and Human Services Joint Board, Southwest Community Health Board and Southwest Human Services Board shall determine the degree and method of soliciting public input on a topic-specific basis.

**Section 5.3 Rules of public conduct during meetings.** The Southwest Health and Human Services Joint Board, Southwest Community Health Board and Southwest Human Services Board Chair has the discretion to permit public comment during Board meetings. Members of the public are expected to be courteous, respectful and conscientious during their comments.

**Section 5.4 Regular meeting frequency.** The Southwest Health and Human Services Joint Board, Southwest Community Health Board and Southwest Human Services Boards shall meet monthly.

**Section 5.5 Scheduling of special meetings.** Meetings of the Southwest Health and Human Services Joint Board, Southwest Community Health Board and Southwest Human Services Board may be called by the chair or upon request from at least two board members not from the same member county.

**Section 5.6 Notice of meetings.** Notice of meetings of the Southwest Health and Human Services Joint Board, Southwest Community Health Board and Southwest Human Services Board, including its committees and subcommittees, shall include the meeting date, time, location, and purpose, and be made as follows:

- (a) **Regular meetings.** For regular meetings, a schedule shall be kept on the Southwest Health and Human Services' website. Member counties are encouraged to display this information on their meeting calendars, in whatever form they deem appropriate.
- (b) **Special, non-emergency meetings.** For special meetings that are not emergency meetings, but are (1) regular meetings held at a time or place different from that stated on its regular meeting schedule or (2) meetings not conducted as part of the normal routine but planned far enough in advance to be scheduled, notice shall be posted on the Southwest Health and Human Services' website and emailed, mailed, or –at the option of Southwest Health and Human Services -- otherwise delivered at least three days before the date of the meeting to parties that have filed a request for notice as referenced below.
- (c) **Emergency meetings.** For emergency meetings that are called because of circumstances that, in the judgment of the Southwest Health and Human Services Joint Board, Southwest Community Health Board and Southwest Human Services Board Chair requires immediate attention, a good faith effort shall be made by Southwest Health and Human Services to post notice of the meeting date, time, place, and purpose on the Southwest Health and Human Services' website, and by phone, email, or other means to the members and alternates, and any party that has filed to receive notice.
- (d) **Filing to receive notice.** Parties may file a request with the clerk of the Southwest Health and Human Services Joint Board, Southwest Community Health Board and Southwest Human Services Board to receive notice of special meetings, including emergency meetings. Requests for notice of special meetings may expire annually and may need to be refiled. The clerk shall notify such parties of impending expiration and ability to refile a request at least 30 days prior to expiration.

**Section 5.7 Cancellation of meetings.** The chair may cancel regular meetings for good cause. Notice of such cancellation shall be provided as far in advance of the scheduled meeting as possible and in the same methods as meeting notice is provided.

**Section 5.8 Method of meetings.** Meetings of the Southwest Health and Human Services Joint Board, Southwest Community Health Board and Southwest Human Services Board shall be ordinarily held in person except as follows:

- (a) **Inclement weather exception.** The chair determines that inclement weather will result in the lack of a quorum.
- (b) **State of emergency exception.** The chair determines that an in-person meeting is not practical or prudent because of a health pandemic or because a state of emergency has been declared under Minnesota Statutes, Chapter 12.

**Section 5.9 Regular meeting agendas.** At least five days prior to a regular meeting of the Southwest Health and Human Services Joint Board, Southwest Community Health Board and Southwest Human Services Board the clerk or designee shall email the agenda to board members and alternate board members and post the agenda on the Southwest Health and Human Services' website. Unless otherwise determined when the agenda is approved, the order of business shall be:

- (a) Call to order
- (b) Pledge
- (c) Employee Recognition; Introduce New Staff
- (d) Agenda approval
- (e) Consent agenda, conflict approval, and approval minutes
- (f) discussion items, informational items, and reports
- (g) Decision items
- (h) Adjourn

**Section 5.11 Other meeting agendas.** At least three days prior to a special meeting that is not an emergency meeting, the clerk or designee shall email the agenda to board members and alternate board members and post on the Southwest Health and Human Services' website. The business conducted at a special meeting shall be limited to those items specified in the agenda.

**Section 5.12 Copies of board materials.** At least one copy of any printed materials related to agenda items that the Southwest Health and Human Services Joint Board, Southwest Community Health Board and Southwest Human Services Board is considering that were distributed to all members of Southwest Health and Human Services Joint Board, Southwest Community Health Board and Southwest Human Services Board at or before the meeting shall be available for public inspection while the Southwest Health and Human Services Joint Board, Southwest Community Health Board and Southwest Human Services Board considers the subject. The copy(ies) may be available in paper or electronic form, at the discretion of the clerk, but shall be provided in paper form to a member at the member's request.

**Section 5.13 Quorum.** A quorum for the conduct of all business by the Southwest Health and Human Services Joint Board shall consist of seven (7) board members, including alternate board members appearing in place of the regular board members. A quorum for the conduct of all business by the Southwest Community Health Board shall consist of four (4) board members,

including alternate board members appearing in place of the regular board members. A quorum for the conduct of all business by the Southwest Human Services Board shall consist of ten (10) board members, including alternate board members appearing in place of the regular board members. When a board member and their alternate are present at a regular meeting or special meeting, only the board member is seated at the meeting table.

#### **Section 5.14 Vote.**

- (a) Upon the request of any board member immediately preceding a vote by the Southwest Health and Human Services Joint Board, Southwest Community Health Board and Southwest Human Services Board, the chair shall repeat the motion, the name of the member who made the motion, and the name of the member who seconded the motion.
- (b) Any board member may request to have their vote entered in the minutes.
- (c) When a board member and their alternate are present at a regular or special meeting, only the board member may cast votes and be recorded in proceedings.
- (d) A simple majority vote is required for all matters except for those identified in the Southwest Health and Human Services Joint Powers Agreement.
- (e) No proxy votes or absentee votes shall be allowed.

**Section 5.15 Record of meetings.** A record of the meetings of the Southwest Health and Human Services Joint Board, Southwest Community Health Board and Southwest Human Services Board its committees and subcommittees, shall be made available to the public, upon approval by the relevant body, by publication on the Southwest Health and Human Services' website. The record shall, at a minimum, contain the following information:

- (a) The date, time, and location of the meetings.
- (b) The attendance and absence of each board member.
- (c) The outcome of a vote on an action taken in a meeting that is required to be open, along with the name of the board member who made the motion and the name of the board member who seconded the motion.
- (d) The vote of each board member on appropriations of money, except for payments on judgments, claims, and amounts fixed by statute.
- (e) The vote of a board member who requests to have their individual vote entered into the minutes.

- (f) Board members will identify any conflict of interest during the consent agenda. The abstention from a vote by a board member will be acknowledgeable by the Board Chair and their reason for abstaining, if one is given. The minutes will reflect any board member who has abstained.

## **ARTICLE 6: POWERS AND DUTIES OF JOINT POWERS BOARD**

The powers and duties of the Southwest Health and Human Services Joint Board, Southwest Community Health Board and Southwest Human Services Board are set forth in the Southwest Health and Human Services Joint Powers Agreement.

## **ARTICLE 7: BOARD MEMBER RESPONSIBILITIES**

**Section 7.1 Ethical and businesslike.** Board members shall carry out their responsibilities in an ethical and businesslike manner. Civility and respect at all time with one another, staff and the public

**Section 7.2 Authority.** Board members shall support the legitimacy and authority of Southwest Health and Human Services Joint Board, Southwest Community Health Board and Southwest Human Services Board decisions, irrespective of the member's personal position on the issue.

Board members shall not attempt to exercise individual authority over the organization except as explicitly set forth in Southwest Health and Human Services Joint Board, Southwest Community Health Board and Southwest Human Services Board policies. Board members' interaction with the executive director or with staff must recognize the lack of authority in any individual board member or group of board members except as noted above. There should be no unilateral decisions.

Board members' interaction with the public, press or other entities must recognize the role of the Southwest Health and Human Services Joint Board, Southwest Community Health Board and Southwest Human Services Board designated spokesperson. No Board member shall speak on behalf of the Southwest Health and Human Services Joint Board, Southwest Community Health Board and Southwest Human Services Board unless that person has been designated to speak on the issue and an official Southwest Health and Human Services Joint Board, Southwest Community Health Board and Southwest Human Services Board position has been voted upon. However, board members may choose to speak as a representative of the organization to educate and promote the organization.

**Section 7.3 Handling consent agenda.** The Southwest Health and Human Services Joint Board, Southwest Community Health Board and Southwest Human Services Board will attend to consent agenda items as expeditiously as possible. If a Board member wishes to discuss a consent agenda item, they must seek removal of the item from the consent agenda prior to approval of the meeting agenda.



**Section 7.4 Executive Director performance monitoring.** Board members shall monitor and evaluate the executive director performance consistent with explicit Southwest Health and Human Services Joint Board, Southwest Community Health Board and Southwest Human Services Board policies.

**Section 7.5 Governing characteristics.** The Southwest Health and Human Services Joint Board, Southwest Community Health Board and Southwest Human Services Board shall govern with an emphasis on vision, long-term impact and outcomes, strategy, and pro-active leadership over administrative detail.

**Section 7.6 Accountability.** As stewards of the public trust and funding, the Southwest Health and Human Services Joint Board, Southwest Community Health Board and Southwest Human Services Board shall be accountable for Southwest Health and Human Services to enhance community safety and wellness through the delivery of quality services with great results and shall avoid unethical or inappropriate conduct.

The Southwest Health and Human Services Joint Board, Southwest Community Health Board and Southwest Human Services Board shall enforce upon itself whatever discipline is necessary to govern with excellence, including attendance and preparation for meetings, establishment of policies that align with the governing characteristics, clarity and respect of roles, and ensuring the continuance of governance capability.

The Southwest Health and Human Services Joint Board, Southwest Community Health Board and Southwest Human Services Board shall regularly monitor its own process and performance and seek to continuously improve through orientation of new board members, board member development, education, and robust input and deliberation.

**Section 7.7 Leadership.** In leading, Southwest Health and Human Services Joint Board, Southwest Community Health Board and Southwest Human Services Board shall educate and inform the general public about health and human services and shall inspire and empower the staff to deliver quality services with great results with:

- (a) Provision and adherence to broad organizational values;
- (b) Consideration of diversity of viewpoints.

**Section 7.9 Group responsibility and authority.** The Southwest Health and Human Services Joint Board, Southwest Community Health Board and Southwest Human Services Board is vested with group responsibility and group authority. While no single Southwest Health and Human Services Joint Board, Southwest Community Health Board and Southwest Human Services Board member has individual authority, the effective forging of Southwest Health and Human Services Joint Health and Human Services Board, Southwest Health Community Health Board and Southwest Human Services Board values and decisions requires board members to take individual responsibility for expressing their individual values and perspectives and those of the member's county.

**Section 7.9 Annual planning.** Each year the, the Joint Health and Human Services Board shall determine the date for an annual planning meeting. The Southwest Joint Health and Human Services Board shall also follow an annual agenda that:

- (a) Starts a planning cycle with the Joint Powers Board's development of its agenda for the next year.
- (b) Articulates goals and strategies for the coming one or more years.
- (c) Concludes the annual planning cycle each year by the last day of May so that administrative planning and budgeting for the following calendar year can be based on accomplishing a one-year segment of the Joint Powers Board's most recent statement of goals and strategies.
- (d) Completes a review of policies on a regular cycle.
- (e) Review of the agency's bylaws

**Section 7.10 Annual review of executive director performance.** Executive Director Performance monitoring will be included on the Southwest Joint Health and Human Services Board agenda at least annually. Probationary reviews will take place at three, six and nine months from their date of employment.

Executive Director compensation will be decided under the same schedule as staff, under the same schedule and be commensurate with performance and applicable policies.

**Section 7.11 Authority to hire the Executive Director.** If authorizes by the Southwest Health and Human Services Joint Board, the Executive Committee shall have the right to interview and recommend the hiring of the executive director to the Southwest Health and Human Services Joint Board.

**Section 7.12 New Commissioner Training.** Commissioners that are new to any of the boards of Southwest Health and Human Services shall attend New Commissioner Orientation which is held annually in the spring of the year. Current board members and member county Commissioners are also welcome to attend.

## **ARTICLE 8: BOARD MEMBER ETHICS**

**Section 8.1 Discharge of duties in ethical manner.** The effectiveness and credibility of Southwest Health and Human Services is dependent upon the proper discharge of duties in the public interest. Board members must assure that the independence of their judgment and actions, without any consideration for personal gain, is preserved; board members shall serve all people fairly and equitably without regard to their personal or financial benefit.

Accordingly, at a minimum, board members shall comply with the following ethics provisions.

**Section 8.2 Use of confidential information.** A board member shall not use information gained as a board member which is not generally made available to and/or is not known to the public, to directly or indirectly gain anything of value. A board member shall only be given the minimal information necessary in regards to client information to effectively do their jobs.

**Section 8.3 Solicitation of, donation of, or receipt of anything of value.** A board member shall not solicit or receive anything of value from any person or association, directly or indirectly, in consideration of some action to be taken or not to be taken in the performance of the board member's duties. A board member shall not represent people or associations in dealings with Southwest Health and Human Services in consideration of anything of value. A board member shall not take an official action which will benefit any person or entity because of a donation of anything of value to Southwest Health and Human Services by such person or entity.

**Section 8.4 Provision of anything of value and fair campaign practices.** A board member shall not give anything of value to potential voters in return for their votes, promises, or financial considerations which would be prohibited by the State Minnesota Fair Campaign Practices statute.

**Section 8.5 Official action.** A board member shall not take an official action which will benefit any person or entity where such board member would not otherwise have taken such action but for the board member's family relationship, friendship, or business relationship with such person or entity.

**Section 8.6 Financial interest.** Where a board member or a member of the board member's immediate family has a financial interest in any matter being considered by the board member, such interest, if known to the board member, shall be disclosed by the board member in writing to the clerk and chair or in a public declaration in a board meeting. If the board member has such a financial interest or if the minor child of a board member has such a financial interest, the board member shall be disqualified from further participation in the matter.

**Section 8.7 Holding investments.** A board member shall not hold any investment which might compromise the performance of the board member's duties without disclosure of said investment and self-disqualification from any particular action which might be compromised by such investment, except as permitted by statute, such as Minnesota Statutes, §471.88.

**Section 8.8 Southwest Health and Human Services funds, personnel, facilities, and property.** A board member shall not use Southwest Health and Human Services funds, personnel, facilities, or property such as vehicles, equipment, or supplies for personal convenience, personal political campaign activities, or personal profit except where such is available to the public generally, or where such is provided by specific Southwest Health and Human Services policy in the conduct of official Southwest Health and Human Services business.

**Section 8.9 Special consideration.** A board member shall not grant any special consideration, treatment, or advantage to any citizen beyond that which is available to every other citizen.

**Section 8.10 Expenses.** A board member shall provide complete documentation to support requests for expense reimbursement. Expense reimbursement shall be made in accordance with Southwest Health and Human Services policy.

**Section 8.11 Compliance with law.** A board member shall comply with all local ordinances and State and Federal statutes including, but not limited to, the criminal code (except for petty misdemeanor or misdemeanor charges), Fair Campaign Practices Act, and laws governing the functioning and ethical conduct of counties and municipalities, their elected and appointed officials, and employees.

**Section 8.12 Authority.** A board member shall not exceed his or her authority, or ask others to do so.

## **ARTICLE 9: FINANCE COMMITTEE**

**Section 9.1 Committee purpose.** The finance committee shall assist Southwest Health and Human Services Joint Board, Southwest Community Health Board and Southwest Human Services Board in carrying out its fiscal responsibility. The committee shall oversee the financial operations of Southwest Health and Human Services and make recommendations to the Southwest Health and Human Services Joint Board, Southwest Community Health Board and Southwest Human Services Board on such financial operations matters as appropriate.

**Section 9.2 Committee composition.** Finance committee membership is established by Southwest Health and Human Services policy.

**Section 9.3 Committee responsibilities.** The finance committee shall:

- (a) Review regular financial reports to ensure compliance with Joint Powers Board policies.
- (b) Prepare relevant monitoring reports for the Joint Powers Board related to organization finances.
- (c) Engage the Southwest Health and Human Services Joint Powers Board in an annual discussion of budget assumptions.
- (d) Identify and prepare Joint Powers Board discussions on financial policy and relevant Joint Powers Board decisions/issues.
- (e) Request and review proposals for selection of auditor every three years, or more frequently if required by law.
- (f) Review the external audit report and coordinate the audit team discussion with the Southwest Health and Human Services Joint Powers Board.

## **ARTICLE 10: OTHER COMMITTEES**

The Southwest Health and Human Services Joint Board, Southwest Community Health Board and Southwest Human Services Board, may establish other committees with a defined purpose, appointment of members, defined authority and decision-making, and establishment of key deliverables and timelines.

## **ARTICLE 11: PARLIMENTARY AUTHORITY**

Except where otherwise provided in state law or rules, the Southwest Health and Human Services Joint Powers Agreement, or these bylaws, *Robert's Rules of Order Newly Revised*, 11<sup>th</sup> Edition, shall govern the parliamentary process for meetings of the Joint Powers Boards and its committees.

## **ARTICLE 12: DATA**

Official documents of the Southwest Health and Human Services Joint Board, Southwest Community Health Board and Southwest Human Services Board including minutes of meetings, shall be kept at the offices of Southwest Health and Human Services located in Marshall, MN. Agendas and minutes shall also be posted on the Southwest Health and Human Services' website following approval by the Southwest Health and Human Services Joint Board, Southwest Community Health Board and Southwest Human Services Board.

The Executive Director is designated as the responsible authority for data practices, pursuant to the Minnesota Government Data Practices Act.

## **ARTICLE 13: ADHERENCE TO JOINT POWERS AGREEMENT**

The Southwest Health and Human Services Joint Board, Southwest Community Health Board and Southwest Human Services Board shall not adopt any policies or procedures that contradict the Southwest Health and Human Services Joint Powers Agreement. In the event such an inconsistency occurs in these by-laws or any other policy or procedure, the Southwest Health and Human Services Joint Powers Agreement shall be followed. Upon identification of such an inconsistency, the Southwest Health and Human Services Joint Board, Southwest Community Health Board and Southwest Human Services Board shall correct the erroneous policy at their next regular meeting.

## **ARTICLE 14: AMENDMENT OF BYLAWS**

These bylaws may be amended at any regular meeting of the Southwest Health and Human Services Joint Powers Board, by an affirmative vote of a majority of the board members, provided the amendment is not inconsistent with the Southwest Health and Human Services Joint Powers Agreement. Proposed amendments shall be submitted to the Joint Powers Board

30 days prior to the meeting at which they will be considered, and the agenda for the meeting shall state that the amendment will be offered.

Approved as to form and execution:

Southwest Health and Human Services  
Joint Powers Board :

\_\_\_\_\_  
Agency Attorney

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

\_\_\_\_\_  
Chair of Board

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



**Offices Located in:**

Redwood Falls, MN • 507-637-4041

Ivanhoe, MN • 507-694-1452    Slayton, MN • 507-836-6144

Pipestone, MN • 507-825-6720    Luverne, MN • 507-283-5070

Marshall, MN • Human Services 507-537-6747 • Health Services 507-537-6713

December 20, 2017

Attention: Amanda Calmbacher  
Mental Health Division  
Department of Human Services  
444 Lafayette Road North  
St. Paul, MN 55115

To Whom It May Concern:

I am writing this letter on behalf of Southwest Health and Human Services, serving the counties of Lincoln, Lyon, Murray, Redwood, Rock and Pipestone, to show support to the Southwestern Minnesota Adult Mental Health Consortium in their application for the Innovation Grant.

This opportunity will greatly afford our region the ability to improve outpatient services in our rural communities and will add to the region's continuum of care.

Thank you for your consideration.

Sincerely,

Rick Anderson,  
Board Chair  
Southwest Health and Human Services

**DECEMBER 2017**  
**GRANTS ~ AGREEMENTS ~ CONTRACTS**  
**for Board review and approval**

- DHS Child & Teen Check Up** – 01/01/18 to 12/31/20; Provide C&TC administrative services to children birth through age 20 that are MA eligible, \$26.50/child reimbursement; CY2018 budget \$271,413 (renewal).  
*Fiscal Note: grant reimbursement for services; 2017 grant \$253,817*
  
- Otto Bremer Trust** – 01/01/18 to 11/08/18; Grant monies to provide dental varnishing to children; \$20,000 (NEW).  
*Fiscal Note: grant funding for dental services*
  
- ARCH Language Network Inc. (St Paul, MN)** – 01/01/18 to 12/31/18; provide interpreting services for all referring office locations, \$40/hour face-to-face during office hours, \$50/hour face-to-face during non-office hours, \$1/minute phone, \$65/hour/2 hour minimum sign language (no increase)(renewal).  
*Fiscal Note: agency is required to provide interpretive services to clients we serve; 2017 \$14,605*
  
- Avera Marshall d/b/a Avera Marshall Regional Medical Center (Marshall, MN)** – 01/01/18 to 12/31/18; Mental Health Hold Orders and Civil Commitment Beds and Services, not to exceed \$975/day for hospital services (no increase)(renewal).  
*Fiscal Note: agency is considered mental health authority and services are considered part of the safety net; 2017 \$34,515*
  
- Brown County Evaluation Center Inc (New Ulm, MN)** – 01/01/18 to 12/31/18; Detoxification and evaluation services, \$411/day (12.6% increase or \$36/day) or according to client's insurance plan plus a 12% service fee of total per diem cost for insurance processing, a discount of \$85/recipient will be applied if paid within 30 days of receipt of the billing (renewal).  
*Fiscal Note: Increase is due to Blue Plus no longer reimbursing for services and days of client service are down reducing revenue; 2017 \$53,086*
  
- Bud's Bus Service (Reading, MN)** – 01/01/18 – 12/31/18; Transportation for DD clients, \$20.21/day (large decrease from prior year due to waiver language change) (renewal).  
*Fiscal Note: State reimbursement for waiver services; 2017 \$29,535*
  
- Jean Callens (Tauton, MN)** – 01/01/18 to 12/31/18; Client guardianship services, \$20/hour plus expenses (no increase) (renewal).  
*Fiscal Note: if court ordered we are required to provide this service; 2017 \$3,007*
  
- Client Community Services Inc (Worthington, MN)** – 01/01/18 to 12/31/18; provide non-waivered client semi-independent living skills (SILS) (renewal).  
*Fiscal Note: State share is 70% & county share is 30%; 2017 \$0 (currently no client usage)*



- Computer Professionals Unlimited Inc** – 01/01/18 – 12/31/18; Provide software support for various accounting programs (payroll, cash drawer, collections, etc) totaling \$1,305.00/mo (\$63.56/mo increase) (renewal).  
*Fiscal Note: this vendor provides computer support for payroll and fiscal operations; 2017 \$16,838*
- DHS Child Welfare/Juvenile Justice Screening Grant** – 01/01/18 to 12/31/18; Provide funds to support children’s mental health screening, assessment, and services in child welfare and juvenile justice systems (prioritizing funds for uninsured and underinsured youth); \$102,199 (\$92,817 for child welfare & \$9,382 for Juvenile Justice) (renewal).  
*Fiscal Note: grant reimbursement for mental health services*
- DHS Mental Health Crisis Response Services Grant for Adult & Children’s (Lincoln, Lyon, Murray, Redwood and Yellow Medicine Counties)** – 01/01/18 to 12/31/18; Mental health crisis response services, which will be provided through Western Mental Health Center, \$394,369 allocation (renewal).  
*Fiscal Note: pass through grant monies to WMHC*
- Divine House Inc (Willmar, MN)** – 01/01/18 to 12/31/18; provide non-waivered client semi-independent living skills (SILS) (renewal).  
*Fiscal Note: State share is 70% & county share is 30%; 2017 \$9,865*
- Fanny S. Gilfillan Memorial Inc** – 01/01/18 – 12/31/18; Provide medical application assistance to Redwood County residents, when applicable, at \$50 per application with a cap of \$1,250 (no change).  
*Fiscal Note: Small amount of revenue generated by providing assistance; 2017 \$1,000 est*
- Greater MN Family Services (Willmar, MN)** – 01/01/18 to 12/31/18; MH Family Based Services and Counseling, provide 4,536 service hours at \$63/hour and diagnostic assessments at \$88.93/unit, \$294,294 max for 3.5 FTE (3% increase) (renewal).  
*Fiscal Note: Family based services provided in all 6 counties. These services include counseling, crisis services, and skills work for families identified through children’s mental health, child welfare, and child protection workers. These services are intended to provide parent education and counseling, often preventing an out of home placement or assisting with reunification as well as teaching parents coping skills and behavior guidance. 2017 \$115,786*
- Hoffman & Brobst - Marlene Verdoes CPA, Representative (Marshall, MN)** – 01/01/18 to 12/31/18; Accounting services for child support cases, \$125/hour plus expenses with a cap of \$2,500 for the year (no increase) (renewal).  
*Fiscal Note: FFP reimbursement, used occasionally for difficult IVD self-employment cases; 2017 \$1848*
- Meg Jakubiec (New Ulm, MN)** – 01/01/18 to 12/31/18; Client guardianship services, \$85/mo (no increase) (renewal).  
*Fiscal Note: if court ordered we are required to provide this service; 2017 \$1,025*
- Paula Koch (Walnut Grove, MN)** – 01/01/18 to 12/31/18; Client guardianship services, \$85/mo (no increase) (renewal).  
*Fiscal Note: if court ordered we are required to provide this service; 2017 \$9,647*

- Lincoln County (IT Services)** - 01/01/18 to 12/31/18; Information technology services, \$65/hour plus travel and \$97.50/hour emergency purposes (no increase) (renewal).  
*Fiscal Note: Revenue generated by providing IT services; 2017-\$16,848*
- Lutheran Social Services of MN (St Paul, MN)** – 01/01/18 to 12/31/18; Client guardianship services, \$55.50/hour (no increase) (renewal).  
*Fiscal Note: if court ordered we are required to provide this service; 2017 \$6,425*
- Murray County (Slayton, MN)** – 01/01/18 to 12/31/18; office lease agreement, \$8,000/mo, utilities included (\$5,750/mth increase) (renewal).  
*Fiscal Note: increase due to additional space rented and FFP reimbursement; 2017 \$31,130*
- New Horizons Crisis Center (Marshall, Slayton, Redwood locations)** – 01/01/18 to 12/31/18; Block grant payment for supervised parenting time services, \$95,000 (no increase) (renewal).  
*Fiscal Note: services are court ordered; 2017 \$96,351*
- New Life Treatment Center (Woodstock, MN)** - 01/01/18 – 12/31/18; CCDTF services, \$270/day plus \$.61 Detox mileage (2% increase) (renewal).  
*Fiscal Note: CCDTF State reimbursement or county cost, private insurance, or self pay; 2017 \$47,700*
- Payee Central Diversified Inc. (Alexandria, MN)** – 01/01/18 to 12/31/18; Client guardianship services, \$65/mo (no increase) (renewal).  
*Fiscal Note: rep payee fees and agency no longer provides this service; 2017 \$8,156*
- PH Steven T Meister & Community Health Board (Marshall, MN)** - 01/01/18 – 12/31/18; medical consultant contract, \$2,000 annually at \$500/qtr (no increase) and \$100/hr during a public health emergency when deemed necessary by agency director (no increase) (renewal).  
*Fiscal Note: agency required to have a medical consultant; 2017 \$2,000*
- Jana Piotter (Jeffers, MN)** – 01/01/18 to 12/31/18; Client guardianship services, \$20/hour plus expenses (no increase) (renewal).  
*Fiscal Note: if court ordered we are required to provide this service; 2017 \$4,392*
- Pipestone County (Pipestone, MN)** - 01/01/18 – 12/31/18; Pipestone will provide additional IT services, \$8,750 annually at \$2187.50/qtr (no change) (renewal).  
*Fiscal Note: FFP reimbursement; 2017 \$8,750*
- Pipestone County (Pipestone, MN)** - 01/01/18 – 12/31/18; Office space lease, \$68,379.60 annually at \$17,094.90/qtr (no change) (renewal).  
*Fiscal Note: FFP reimbursement; 2017 \$68,379.60*
- Pipestone County Sheriff** - 01/01/18 – 12/31/18; Welfare fraud investigation services, \$36,000 annually at \$3,000/month (no increase) (renewal).  
*Fiscal Note: FFP reimbursement; 2017 \$36,000*
- PrimeWest Health (Pipestone, MN)** – 01/01/18 to 12/31/18; Amendment to the Behavioral Health participation agreement to provide targeted case management services to clients; \$596/mo for children and \$409/mo for adults (renewal).

- Progress Inc (Pipestone, MN) - 01/01/18 – 12/31/18;** Paper shredding services, \$.60/pound (3% increase) and \$9.75/hr recycling pickup (3% increase) (renewal).  
*Fiscal Note: contract for required agency services, in addition provide work opportunities for clients, and some FFP reimbursement; 2017 \$5,088*
- Rock County Opportunities Inc (Luverne, MN) – 12/01/17 to 11/30/18;** Shredding services contract, \$0.175/lb, billable monthly (no increase)(renewal).  
*Fiscal Note: contract for required agency services, in addition provide work opportunities for clients, and some FFP reimbursement;*
- Sanford Health Network d/b/a Sanford Luverne Medical Center (Luverne, MN) – 01/01/18 to 12/31/18;** Rule 25 CD assessments, \$278 per client (2.3% increase) (renewal).  
*Fiscal Note: CCDTF State reimbursement or county cost, private insurance, or self-pay; 2017 \$3,228*
- Southwestern Mental Health Center Inc (Pipestone & Luverne locations) – 01/01/18 to 12/31/18;** Mental health services (block grant) to provide adult and children’s outpatient treatment, crisis treatment, medication management, diagnostic assessment, and consultation, \$330,625 (3% increase) (renewal).  
  
*Fiscal Note: agency is considered mental health authority and services are considered part of the safety net; total for all service agreements to date in 2017 \$412,815*
- Southwestern Mental Health Center Inc (Pipestone & Luverne locations) – 01/01/18 to 12/31/18;** Community Support Services for crisis lines, crisis beds, adult day treatment and other community support, \$78,790 (no rate change) (renewal).
- Southwestern Mental Health Center Inc (Pipestone & Luverne locations) – 01/01/18 to 12/31/18;** Intensive Family Based Therapy services, not to exceed \$141,152 per year based on \$25/qtr hour (no rate change) (renewal).
- Southwestern Mental Health Center Inc (Pipestone & Luverne locations) – 01/01/18 to 12/31/18;** Home based family treatment, purchased services not to exceed \$75/hour (no rate change) (renewal).
- Southwestern Mental Health Center Inc (Pipestone & Luverne locations) – 01/01/18 to 12/31/18;** Family Group Decision Making, purchased services not to exceed \$90/hour or \$65/hour co-facilitating (no rate change) (renewal).
- Southwestern Youth Services (Magnolia, MN) - 01/01/18 – 12/31/18 –** Non-secure Residential and Detention Services, \$170/day residential (3% increase) and \$180/day detention (3% increase) (renewal).  
*Fiscal Note: services required if court ordered; 2017 \$68,679*
- Southwest Crisis Center (Luverne, MN) – 01/01/18 to 12/31/18;** Community Education and Prevention Services to bring awareness and acceptance of mental illness, chemical dependency, or other social problems as well identify availability of resources and services, \$5,000 block grant (no increase) (renewal).  
*Fiscal Note: crisis prevention education to community & high-risk target groups; 2017 \$5,000*

- Western Mental Health Center Inc (various locations)** – 01/01/18 to 12/31/18; Mental health services (block grant) to provide adult and children’s outpatient treatment, crisis treatment, medication management, diagnostic assessment, and consultation, \$611,908 (3% increase) (renewal).

*Fiscal Note: agency is considered mental health authority and services are considered part of the safety net; total for all service agreements to date in 2017 \$1,196,467*

- Western Mental Health Center Inc (various locations)** – 01/01/18 to 12/31/18; Adult Community Support Program, Program Services \$72.08/hr, Community Support Aide \$27.70/hr, ARMHS Individual Service \$72.08/hr, ARMHS group service \$29.95/hr, Cert Peer Specialist \$72.08/hr; \$170,000 cap – additional dollars require approval. (no change) (renewal).

- Western Mental Health Center Inc (various locations)** – 01/01/18 to 12/31/18; Family Community Support Program, CCBMHS grant \$33,300 and FCSP \$5,000 – contractor agrees to provide up to 2 hours/week for 52 weeks of clinical supervision (no rate change) (renewal).

- Western Mental Health Center Inc (various locations)** – 01/01/18 to 12/31/18; In Home Family Therapy services, \$50,000 or \$12,500/qtr (decrease \$50,000/yr due to reduction of additional worker) (renewal).

- Western Mental Health (Marshall, MN)** – 01/01/18 to 12/31/18; Contract for parenting classes (\$3,000/qtr for Parenting 101 Group) and individual parent education (\$72.08/hr with a \$60,000 cap (no change) (renewal).

- Western Mental Health Center (Marshall, MN)** – 01/01/18 to 12/31/18; Mental health adult and children’s crisis response services, \$394,369 allocation with payment of \$98,592/qtr (renewal).

*Fiscal Note: agency is a pass-through for the total amount (related to DHS MH Crisis Response Grant)*

- Woodland Centers (various locations)** – 01/01/18 to 12/31/18; Crisis stabilization services, adult per diem at \$375 (no increase), youth per diem at \$525 (no increase), and detoxification \$480 (15% increase) (renewal).

*Fiscal Note: services required if court ordered; 2017 \$17,540*

**2018 BOARD MEETINGS  
SWHHS**

**All board meetings will be held in the  
Commissioners Room  
2<sup>nd</sup> Floor- New Addition**

Wednesday, January 17, 2018  
Marshall  
607 West Main Street (Government Center)

Wednesday, February 21, 2018  
Marshall  
607 West Main Street (Government Center)

Wednesday, March 21, 2018  
Marshall  
607 West Main Street (Government Center)

Wednesday, April 18, 2018  
Marshall  
607 West Main Street (Government Center)

Wednesday, May 16, 2018  
Marshall  
607 West Main Street (Government Center)

Wednesday, June 20, 2018  
Marshall  
607 West Main Street (Government Center)

Wednesday, July 18, 2018  
Marshall  
607 West Main Street (Government Center)

Wednesday, August 15, 2018  
Marshall  
607 West Main Street (Government Center)

Wednesday, September 19, 2018  
Marshall  
607 West Main Street (Government Center)

Wednesday, October 17, 2018  
Marshall  
607 West Main Street (Government Center)

Wednesday, November 21, 2018  
Marshall  
607 West Main Street (Government Center)

Wednesday, December 19, 2018  
Marshall  
607 West Main Street (Government Center)