

**Board Meeting**

Redwood Community Center – Room 3A  
901 Cook Street, Redwood Falls

**December 14, 2016**

	<u>Page</u>	<u>Action</u>
I. Call to Order – (Bob Roesler)		
II. Welcome and Introductions – (Bob)		
III. Approval of Agenda – (Bob)		<u>Action</u>
IV. Approval of October 19, 2016 Board Minutes – (Bob)	1-3	<u>Action</u>
V. Chair's Report – (Bob)		
A. Proposed Bylaw Revisions	4-16	<u>Action</u>
B. Term Limit Resolution 2016-04	17-18	<u>Action</u>
C. Committee Appointments		<u>Action</u>
D. Election of Officers		<u>Action</u>
E. Other		
VI. Executive Director's Report – (Linda Giersdorf)		
A. 2017 Area Plan		
B. Give to the Max Day Update		
C. Medicare Open Enrollment Update		
D. 2016 Legislative Summit		
E. 2017 Proposed Board Meeting Schedule	19	<u>Action</u>
F. Signature Authority	20	<u>Action</u>
G. Other		
VII. Finance Director's Report – (Joyce Prahm)		
A. Approval of October & November Treasurer's Reports	21-36	<u>Action</u>
B. Approval of Finance Committee Minutes October 12, 2016	37-38	<u>Action</u>
C. LMC 2017 Insurance Renewal – Resolution 2016-05	39-42	<u>Action</u>
D. Fiscal Sponsorship Policy & Fiscal Sponsorship Agreement	43-50	<u>Action</u>
E. Handbook Policy Changes	51-54	<u>Action</u>
F. 2017 Proposed Finance Committee Meeting Schedule	55	<u>Action</u>
G. Website Update		
H. 2016 Finance Committee Report – (Amy Wilde)	56	
I. 2017 Out-of State Conference Request – (Linda)	57	<u>Action</u>
J. Other	58	
VIII. Grant and Contract Management – (Rhonda Hiller Fjeldberg)		
A. LSS Elmore Site Change	59-60	<u>Action</u>
B. 2016 Contract Amendments	61-62	<u>Action</u>
C. Nutrition Program Innovations		
1. Lutheran Social Services – (Monica Douglas)		
2. Prairie Five CAC – (Erick Hedman)		
IX. Other – (Bob)		
X. Next Meeting – January 18, 2017 (Executive Committee) – Redwood Falls Community Center		
XI. Adjourn – (Bob)		

**Finance Committee Meeting Immediately Following Conclusion of Board Meeting**





MINNESOTA RIVER

Area Agency on Aging®

**Board Meeting Minutes**

October 19, 2016  
10:00 AM - 11:30 AM  
10000 1st Avenue, Northampton, MA 01060

**October 19, 2016**

**MEMBERS PRESENT:** Don Ebel, Jason Swanson, Bob Roesler, Lisa Lange, Mary Perry, Rose Schlieman, Amy Wilde, Jane Baldwin and Candace Fenske

**MEMBERS ABSENT:** Tim Bachenberg

**QUORUM PRESENT:** Yes

**STAFF/GUESTS PRESENT:** Linda Giersdorf, Erick Hedman, Joyce Prahm, Claudia Cederstrom and Robin Thompson

**I. Call to Order**

Chair B. Roesler called the meeting to order at 9:03 AM.

**II. Welcome and Introductions**

**III. Approval of Agenda**

Motion by R. Schlieman and seconded by J. Swanson to approve agenda as presented. Motion carried.

**IV. Approval of Public Hearing Minutes**

Motion by M. Perry and seconded by R. Schlieman to approve the September 21, 2016 Public Hearing minutes as presented. Motion carried.

**V. Approval of Board Minutes**

Motion by R. Schlieman and seconded by A. Wilde to approve the September 21, 2016 Board minutes as presented. Motion carried.

**VI. Chair's Report**

**A. Proposed Bylaw Revisions**

Chair B. Roesler introduced the proposed Bylaw revisions. Discussion followed regarding clarity of the Executive Committee's authority and full Board's authority. The Bylaw revision will be redrafted and resubmitted for consideration.

**B. Term Limits**

Chair B. Roesler reported awaiting clarification from the Attorney regarding term limits. Motion by J. Swanson and seconded by M. Perry to table vote on Board Member term limits until the next Board meeting and after clarification from the attorney. Motion carried.

C. Other

No other items were presented.

VII. Executive Director's Report

A. Give to the Max Day

Linda Giersdorf, Executive Director, reported November 17 is Give to the Max Day in Minnesota. MNRAAA has participated the past two years. Motion by A. Wilde and seconded by J. Swanson to approve MNRAAA's participation in Give to the Max Day this year. Motion carried.

Giersdorf reported that successful campaigns often provide testimonials and a designated use of dollars raised. Motion by D. Ebel and seconded by J. Swanson to approve the use of undesignated Give to the Max day donations for evidence-based class scholarships. Motion carried.

B. Other –

Giersdorf reported on a seasonal staff resignation. The seasonal staff is retired and wished to have more time to spend at a new lake home. He will be staying on as a volunteer. Giersdorf reported on a staff termination citing the staff person was under a corrective action plan.

VIII. Finance Director's Report

A. Motion by J. Swanson and seconded by R. Schlieman to approve the September Treasurer's Reports. Motion carried.

B. Motion by J. Swanson and seconded by M. Perry to approve the September 14, 2016 and October 3, 2016 Finance Committee Minutes. Motion carried.

C. 3<sup>rd</sup> Quarter Financials

Joyce Prahm, Finance Director, reported on the third quarter financials. Discussion followed.

D. Region Nine Development Commission (RNDC) Transitional Invoice

Prahm reported a RNDC transitional invoice for services was reviewed by the Finance Committee and they're recommending its payment. Motion by D. Ebel and seconded by J. Swanson to pay the invoice with the addition of reference to the time period of the billed services and it be accompanied by a letter from MNRAAA's attorney confirming this invoice represents the final outstanding expense owed to the RNDC by MNRAAA. Motion carried.

E. 2017 Compensation and Health Insurance

1. Salaries

Prahm reported the Finance Committee is recommending four technical adjustments and a 2% base increase for employees, not to exceed max salary ranges, effective January 1, 2017. The Governance Committee is recommending a technical adjustment for the Executive Director, effective January 1, 2017. Motion by J. Swanson and seconded by R. Schlieman to approve five technical adjustments and a 2% base increase, not to exceed max salary ranges, effective January 1, 2017. Motion carried.

2. Health Insurance

Prahm reported the Finance Committee met with Scott Benjamin, MNRAAA's Health Insurance Broker, to review health insurance options for 2017. The Finance Committee is recommending switching health insurance providers from Blue Cross Blue Shield (22.2% rate increase) to PreferredOne (8.3% rate increase). Motion by R. Schlieman and seconded by J. Swanson to

approve PreferredOne as MNRAAA's health insurance provider effective January 1, 2017. Motion carried.

F. Other

No other items were presented.

IX. Theory of Change

Al Onkka, Aurora Consulting, presented MNRAAA's Theory of Change document developed with input from MNRAAA's Management Team. Onkka explained the concept behind creating a Theory of Change document and its uses. Discussion followed. Motion by R. Schlieman and seconded by A. Wilde to approve adoption of the Theory of Change document as presented. Motion carried.

X. Medicare Open Enrollment

Robin Thompson, Information & Assistance Director, reported on MNRAAA's plan of action for the 2017 Medicare Open Enrollment Period.

XI. Other

No other items were presented.

XII. Next Meetings – November 16, 2016

Board Orientation will take place October 26 – Redwood Area Community Center

XIII. Adjourn

Motion by J. Swanson and seconded by J. Baldwin to adjourn the meeting at 12:06 PM. Motion carried.

**Secretary:**

**Chair:**

\_\_\_\_\_  
Lisa Lange

\_\_\_\_\_  
Robert Roesler

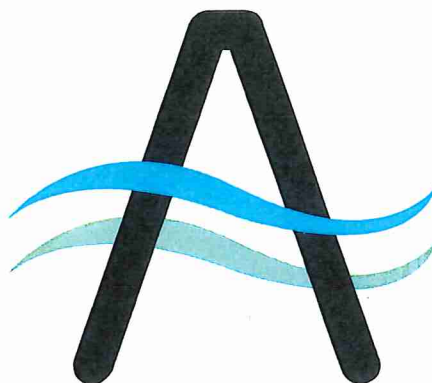
**Date:** \_\_\_\_\_

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

**Submitted by:** Joyce Prahm, Finance Director

## PROPOSED AMENDMENTS TO THE BYLAWS

- **Article IV. B. 2. Removal of Officers** – the proposed amendment changes the time allowed to replace an officer that's been removed by the Board from 15 days to 90 days.
- **Article V. A. 1. Executive Committee** – the proposed amendment empowers the Board to act on its behalf (excluding some situations) without having to be authorized by a super-majority of the Board. This change would allow the Board to meet less frequently, but still provide the opportunity for action to be taken by the Executive Committee in months the full Board does not meet.



MINNESOTA RIVER  
Area Agency on Aging®

APPROVED 12.9.15

**BYLAWS**

## **PREAMBLE**

The Minnesota River Area Agency on Aging®, Inc. (MNRAAA) Board of Directors (Board) adopts these bylaws for the purpose of self-regulation and the regulation of those committees, officers, and members established by, and responsible to it.

MNRAAA is the designated Area Agency on Aging for the twenty-seven counties in southwest Minnesota. Area Agencies on Aging were established under the Older Americans Act (OAA) in 1973 to respond to the needs, concerns and issues of Americans aged 60 and over. Minnesota's area agencies on aging are designated by the Minnesota Board on Aging to provide four critical functions: OAA funding administration, community planning and service development, information and assistance, and advocacy.

## **MISSION STATEMENT**

MNRAAA is the gateway to resources for older adults, caregivers and service providers in the twenty-seven counties of southwest Minnesota.

## **DEFINITIONS**

1. Act: The Minnesota Non-Profit Corporation Act, codified at Minn. Stat. 317A, as amended.
2. Quorum: A majority of the voting members of the Board.
3. Super-Majority: A super-majority shall be made up of at least two-thirds (2/3) of the total membership.
4. SW PSA: Southwest Planning and Service Area as designated by MBA.



## **ARTICLE I. JURISDICTION**

- A. MNRAAA is a 501(c)(3) organization established under the laws of the State of Minnesota governing the incorporation and operation of a nonprofit organization.
- B. The SW PSA, within which MNRAAA shall function, includes an area within the boundaries of the following counties in the State of Minnesota: Big Stone, Blue Earth, Brown, Chippewa, Cottonwood, Faribault, Jackson, Kandiyohi, Lac qui Parle, Le Sueur, Lincoln, Lyon, Martin, McLeod, Meeker, Murray, Nicollet, Nobles, Pipestone, Redwood, Renville, Rock, Sibley, Swift, Waseca, Watonwan and Yellow Medicine.

## **ARTICLE II. PURPOSE AND POWERS**

- A. MNRAAA shall hold, exercise and discharge the powers and duties established by these bylaws for the establishment and continuation of area agency on aging functions in the SW PSA.
- B. MNRAAA's powers and duties shall be performed and carried out by the Board and officers as authorized by these bylaws and any additional operating policies established by the Board.

## **ARTICLE III. BOARD**

### **A. Powers and Duties:**

To administer funds and manage and deliver older adult and caregiver services under MNRAAA, the powers and duties of MNRAAA shall include, but not be limited to:

1. Creating and executing strategy;
2. Establishing policy;
3. Creating and executing fundraising plans for the organization;
4. Assuming responsibility for all monetary resources;
5. Hiring, firing and the evaluation of the Executive Director;
6. Providing an annual report of organizational health and services; and
7. Approving the annual Area Plan on Aging.

The Board shall be non-political and non-sectarian.

### **B. Membership:**

1. There shall be between three (3) and twenty (20) members of the Board.
2. The Board shall establish a policy or policies that encourages a variety of interests and expertise of board membership including but not limited to distributed geographical, professional, and ethnic/racial diversity among its members.

3. It is the Board intent and desire to qualify as an "Advisory Council" under the Old Americans Act codified at 45 C.F.R. Part 1321. In accordance with the requirements of such Act, individuals age 60 and older must comprise 50 percent or more of the Board.
4. All Board members must reside and/or be employed within the SW PSA.
5. Membership terms shall be as follows:
  - a. Terms shall begin on January 1 and end on December 31.
  - b. Members shall be appointed for a term of three (3) years, not to exceed more than two (2) consecutive terms.
  - c. The Board shall establish a policy or policies ensuring that terms are designated in a manner guaranteeing that approximately one-third (1/3) of its members are appointed in each year.
7. When any member is absent from three (3) meetings per year, the Chair shall, by letter, request that member's intent as to whether or not he/she wishes to remain a member of the Board. If no reply is received within three (3) weeks, it shall be deemed a resignation upon Board action.
8. If a member vacates his/her position before the end of his/her term, the vacancy shall be filled by the Board and for the balance of the unexpired term. If the unexpired term is for more than eighteen (18) months, it shall be considered a full term for the purpose of determining the two (2) consecutive-term limit.

**C. Meetings:**

1. The annual meeting shall be held in the fourth quarter.
2. The executive director shall mail or e-mail notice of the time and place of the annual meeting to each member at least five (5) days prior to the date of the meeting. Notice e-mailed or deposited, postage prepaid, in the United States mail shall be deemed sufficient upon such deposit.
3. Along with the notice of the meeting, the executive director shall mail or e-mail to each member a tentative agenda of anticipated business items to be covered at the annual meeting. Business transacted at the annual meeting shall not be limited by the tentative agenda. Members may take up any business at the annual meeting that may properly be brought before MNRAAA, unless that business requires special notice, in which case, bylaws governing special notice must apply.
4. Regular Meetings:

- a. MNRAAA shall hold no less than four (4) regular meetings each calendar year on a quarterly basis. Quarterly meetings shall occur at a location established by the Board. The executive director shall give notice of the time and place of a regular meeting at least five (5) days prior to the proposed date. Notice e-mailed or deposited, postage prepaid, in the United States mail, shall be deemed sufficient upon such deposit.
  - b. Business at regular meetings need not be limited to those items listed on the agenda.
5. Special Meetings:
- a. A special meeting may be called for any purpose(s) at any time by the Chair or at the request of a majority of the Board.
  - b. Persons entitled to call a special meeting shall make a request in writing and shall mail, e-mail or deliver it in person to the Chair or to the executive director. It shall be the duty of the executive director to promptly give notice to all members that a meeting will be held at a time and place to be fixed by the executive director. This notice shall state the purpose or purposes of the meeting and shall fix the date of the special meeting not less than one (1) week after the receipt of the request by the Chair or executive director.
  - c. No business may be transacted at a special meeting except as has been described in the notice.
  - d. Special meetings called by the Chair may be conducted by teleconference or videoconference.
6. Emergency Meetings: Notwithstanding any provision in these bylaws or the Act to the contrary, an emergency meeting of the Board may be called by the Chair or executive director under unusual circumstances without submitting prior notice as elsewhere provided by these bylaws. Board action shall be permitted at an emergency meeting so long as a quorum is present.
7. Notice of Meetings:
- a. Meeting notice as discussed in these bylaws shall be mailed or e-mailed to members and any designated recipients of notices identified by members for the purpose of communication efficiency and effectiveness at least five (5) prior to the meeting.
  - b. The e-mail or mail shall be sent to the last known mailing or e-mail address as the member's address appears in the last available MNRAAA records.

- c. Whenever provisions of the Minnesota Statutes or these bylaws require notice to be given, it shall not be construed to mean personal notice. Notice emailed or deposited, postage prepaid, in the United States mail shall be deemed sufficient upon such deposit.

8. Electronic Communications:

- a. Communication among members by any means through which members can simultaneously hear each other may constitute a meeting, so long as the same notice is given of the conference as would be required for a meeting as described above, and if the number of members participating in the conference would be sufficient to constitute a quorum at a meeting.
- b. Participation in an audio meeting constitutes presence in person at the meeting.

9. Voting and Quorum:

- a. Members may vote in person at the meeting location or electronically.
- b. Electronic participation depends on the meeting location having electronic participation capacity.
- c. An affirmative vote of a majority of the members participating in the meeting shall be required before any action can be taken, provided a quorum is present at the time the vote is taken.

10. Conflict of Interest: See Attachment A.

- a. In order to avoid conflicts of interest, no persons may serve on the Board if he/she receives a salary or wage under a grant awarded by the Board.

11. Adjournments:

- a. Any meeting of the members may be adjourned from time to time upon a vote of a majority of the members present at the meeting.
- b. No other notice regarding resumption of an adjourned meeting shall be required other than by announcement at the meeting at which adjournment is taken.

12. Minutes:

- a. The Secretary shall take minutes or cause them to be taken at all regular and special meetings and distribute them when notice is given for the next meeting.
- b. The Secretary and Chair shall sign minutes and any corrections to them, when duly adopted by the Board. The minutes of the meeting shall not be deemed correct until adopted at a regular or special meeting of the Board.

13. Conduct of Meetings:

- a. Meetings shall proceed under "Robert's Rules of Order" or any other rules of order as may later be approved and adopted by a super-majority of the Board.

14. Removal of Board Members:

- a. A member may be removed at any time, with or without cause, by a super-majority vote of the members of the Board.

15. Appeal of Removal:

- a. A member may appeal his/her removal. Intent to appeal must be submitted in writing, to the Chair, or Vice-Chair in instances of removal of the Chair, within ten (10) days after removal by the Board.
- b. The current Board shall hear the appeal at its next regular meeting. The decision by the Board regarding the appeal shall be final.

**ARTICLE IV.  
OFFICERS**

A. The officers of MNRAAA shall be a Chair, Vice-Chair, Secretary and Treasurer. All officers must be voting members of the Board. The same member may not hold multiple offices simultaneously.

**1. Chair:**

- i. The Board shall elect a Chair from its membership at its annual meeting. The Chair shall assume his/her duties on January 1.
- ii. The Chair shall be responsible for carrying out the policy decisions of MNRAAA and shall see that all resolutions of MNRAAA are carried into effect, and shall have an integral role in the hiring process of the executive director.
- iii. The Chair shall execute all contracts or instruments of MNRAAA above \$10,000 and shall have the powers and duties vested in the Chair

established by the Board. In special circumstances, the board may empower the executive director or finance director, through board action that is recorded in the minutes, the ability to execute sub-contracts, purchase orders and/or payment requests above \$10,000 for specific contracts designated by the board.

**2. Vice-Chair:**

- i. The Board shall elect a Vice-Chair from its membership at its annual meeting. The Vice-Chair shall assume his/her duties on January 1.
- ii. In the absence of the Chair at any meeting, the Vice-Chair shall preside. If both the Chair and Vice-Chair are not in attendance at a regular or special meeting, a temporary Chair shall be chosen from among those members present at the meeting.
- iii. If at any time the Chair is unavailable, the Vice-Chair may execute all contracts or instruments of MNRAAA.

**3. Secretary:**

- i. The Board shall elect a Secretary from its membership at its annual meeting. The Secretary shall assume his/her duties on January 1.
- ii. The Secretary shall take the minutes or cause them to be taken at all regular and special meetings. Official signed minutes shall be maintained at the administrative office. The executive director and secretary shall share custody of and provide for the safekeeping of all Board meeting minutes.

**4. Treasurer:**

- i. The Board shall elect a Treasurer from its membership at its annual meeting. The Treasurer shall assume his/her duties on January 1.
- ii. The Treasurer shall oversee the management and reporting of finances.

**B. Removal of Officers:**

1. An officer may be removed at any time, with or without cause, by a super-majority vote of the members of the Board.
2. In the event of an officer's removal, the Board shall replace him/her within ~~fifteen~~ **ninety** days (~~15~~) (**90**) after the disposition of any appeal.

**C. Appeal of Removal:**

1. An officer may appeal his/her removal. Intent to appeal must be submitted in writing to the Chair, or to the Vice-Chair in instances of the removal of the Chair, within ten (10) days after removal by the Board.
  2. The Board shall hear the appeal at its next regular meeting. The decision by the Board regarding the appeal shall be final.
- D. **Vacancies:** In the event an office becomes vacant prior to the expiration of a member's term, the Board shall elect a replacement at its next regular meeting.

## **ARTICLE V. COMMITTEES**

- A. The Board may establish as many committees as necessary to carry out its duties and responsibilities.

1. **Executive Committee:**

- i. The Executive Committee shall be comprised of the Chair, Vice-Chair, Secretary and Treasurer. The executive director shall serve as staff to the Committee.
- ii. **The executive committee shall serve as a sounding board for management on emerging issues, problems and initiatives.**
- iii. ~~The Executive Committee may be authorized by a super majority of the Board to act on the Board's behalf from time to time.~~
- iv. **The Executive Committee shall have all the powers and authority of the Board in the intervals between meetings of the Board, except the power to: amend the Articles of Incorporation; amend the bylaws; amend the Area Plan; remove a board member from a committee or the board; hire, discipline or fire the executive director. The Executive Committee is subject to the direction and control of the full Board and must report to the Board at the next Board meeting on any official actions it has taken.**

2. **Finance Committee:** The Chair shall annually appoint a Finance Committee which shall include the Treasurer and at least two (2) other Board members. The finance director and executive director shall serve as staff to the Committee. The Committee may include non-Board members whose experience in accounting, finance or business may assist the Committee and the Board in the performance of their financial oversight responsibilities. The Treasurer shall chair the Committee. The Committee shall make recommendations regarding financial policies and procedures for financial operations and budgets.

3. **Audit Committee:** The Chair, with approval from the Board, shall annually appoint an Audit Committee consisting of one (1) Board member (not a member of the Finance Committee) and no fewer than three (3) non-Board members. The finance director shall serve as staff to the Committee. The Committee is

not a policy-making body. It maintains lines of communication with management and the independent auditor.

4. **Nominating and Governance Committee:** The Chair shall annually appoint members to the Nominating and Governance Committee. It shall include a maximum of five (5) Board members, including a minimum of one officer of the Board. The executive director and finance director shall serve as staff to the Committee. The Committee shall be responsible for matters related to board membership and human resources.

5. **Planning Committee:** The Chair shall annually appoint members to the Planning Committee. It shall include a minimum of one officer of the Board and up to 8 non-Board members, approved by the Board. The executive director shall serve as staff to the Committee and may ask other staff to participate, based on the subject matter of a Committee meeting. This Committee is an advisory committee and is subject to the control and direction of the Board. The Board shall have the sole authority and discretion to decide whether it will act on any advice provided to it by the Committee. A key duty of the Committee is providing consultation and recommendations to the Board regarding the distribution/award of Federal Older Americans Act, state nutrition and other related funding that MNRAAA typically awards to direct service providers.

B. **Membership of Other Committees:** The members of any other committee established by the Board need not be made up entirely of members of the Board, so long as at least one (1) member serves on each committee.

C. **Committee Reports:** Each committee shall provide a written report to the Board at the annual meeting, unless the Board requests written reports more frequently.

D. **Removal of Committee Members:**

1. A committee member may be removed at any time, with or without cause, by a super-majority vote of the members of the Board.
2. In the event of a committee member's removal, the Board shall replace him/her after the disposition of any appeal.

E. **Appeal of Removal:**

1. A committee member may appeal his/her removal. Intent to appeal must be submitted in writing to the Chair within ten (10) days after removal by the Board.
2. The Board shall hear the appeal at its next regular meeting. The decision by the Board regarding the appeal shall be final.

## **ARTICLE VI. ADMINISTRATION**

A. **Annual Reports:**

1. The executive director along with other appropriate staff shall prepare an annual report of organizational health and services for the previous year.



2. The report shall be presented to the Board at the first meeting of each calendar year.

**B. Insurance:**

MNRAAA shall carry general liability insurance and other such insurance as is necessary to protect MNRAAA from exposure to liability.

**ARTICLE VII.  
FISCAL MATTERS**

- A. **Fiscal Year:** The fiscal year of MNRAAA shall be from January 1 to December 31.
- B. **Bonding:**
  - 1. All members and contractors of MNRAAA who handle funds of MNRAAA or who are custodians of property shall be bonded.
  - 2. Proof of bonding shall be provided at least annually.
- C. **Financial Audit:** The Board shall ensure that a financial audit is conducted annually in accordance with Generally Accepted Accounting Principles of the United States.
- D. **Policies and Procedures:** See Financial Policies and Procedures.

**ARTICLE VIII.  
AMENDMENT OF BYLAWS**

- A. **Majority Vote:**
  - 1. The Board may amend these bylaws by a majority vote at any of its regular or special meetings, provided that written versions of the proposed amendments are provided to each member thirty (30) days in advance of the meeting, the meeting notice states a summary of the proposed amendment(s), and indicates that the amendment will be voted on at the meeting.
  - 2. Within thirty (30) days after adoption of the amendment, revised bylaws shall be provided to all current members.

**ARTICLE IX.  
CONFLICT WITH STATE OR FEDERAL LAW**

Where MNRAAA bylaws or policies are in conflict with changes in state or federal laws, the state or federal laws will prevail and supersede the MNRAAA bylaws or policies. The Board will promptly amend the bylaws to reflect the changes in state or federal laws.

Effective Date: \_\_\_\_\_, 2015

\_\_\_\_\_, Secretary

**RESOLUTION 2016-04 OF THE BOARD OF DIRECTORS  
OF  
MINNESOTA RIVER AREA AGENCY ON AGING, INC.**

The undersigned, being the Secretary of Minnesota River Area Agency on Aging, Inc., a Minnesota non-profit corporation ("MNRAAA") hereby certifies the following with respect to the meeting of the board of directors (the "Board") held on December 14, 2016:

***Board of Directors; Establishment of Term Limits***

**WHEREAS**, MNRAAA undertook a major transition in its operating and governance structure with an implementation date of January 1, 2016, and since that date, has elected new members to the Board (the "Directors");

**WHEREAS**, the MNRAAA bylaws prescribe term limits for Directors, but given recent transitions in MNRAAA's operating and governance structure, Directors have joined the Board sporadically and the Board now desires to affirm and ratify the election and term limits applicable to each Director;

**RESOLVED**, the undersigned hereby ratify and confirm that as of the date hereof, the following individuals have been previously elected and are currently serving as the sole members of the Board (collectively, the "Directors");

- |                           |                   |
|---------------------------|-------------------|
| 1. Dr. Timothy Bachenberg | 2. Jane Baldwin   |
| 3. Dr. Donald Ebel        | 4. Candace Fenske |
| 5. Lisa Lange             | 6. Mary Perry     |
| 7. Robert Roesler         | 8. Rose Schlieman |
| 9. Jason Swanson          | 10. Amy Wilde     |

**RESOLVED**, the undersigned hereby agree that each of the foregoing Directors shall serve the following on the Board until the "Term Expiration" noted below, unless such Director resign or are otherwise removed from the Board in accordance with the MNRAAA's bylaws:

	Name	Term Expiration
1.	Dr. Timothy Bachenberg	
2.	Jane Baldwin	
3.	Dr. Donald Ebel	
4.	Candace Fenske	
5.	Lisa Lange	
6.	Mary Perry	
7.	Robert Roesler	
8.	Rose Schlieman	
9.	Jason Swanson	
10.	Amy Wilde	

**RESOLVED**, the actions taken by the duly elected directors of MNRAAA on behalf of the Company during the past year be, and they hereby are, in all respects, ratified, approved and confirmed.

[Signatures to follow]

**IN WITNESS WHEREOF**, the undersigned have executed this instrument to be effective as of the day and year first written above. This instrument may be executed in one or more counterparts, including facsimile counterparts and signatures, each of which when executed and delivered shall constitute a complete and original instrument, and all of which taken together shall constitute one and the same instrument.

\_\_\_\_\_  
Name: Dr. Timothy Bachenberg

\_\_\_\_\_  
Name: Jane Baldwin

\_\_\_\_\_  
Name: Dr. Donald Ebel

\_\_\_\_\_  
Name: Candace Fenske

\_\_\_\_\_  
Name: Lisa Lange

\_\_\_\_\_  
Name: Mary Perry

\_\_\_\_\_  
Name: Robert Roesler

\_\_\_\_\_  
Name: Rose Schlieman

\_\_\_\_\_  
Name: Jason Swanson

\_\_\_\_\_  
Name: Amy Wilde



# MINNESOTA RIVER

Area Agency on Aging®

## 2017 BOARD MEETING SCHEDULE\*

<u>Date</u>	<u>Time</u>	<u>Notes</u>	<u>Location</u>
January 18	9:00 a.m.	Executive Committee	TBD
February 15	9:00 a.m.	Full Board	TBD
March 15	9:00 a.m.	Executive Committee	TBD
April 19	9:00 a.m.	Full Board 1 <sup>st</sup> Quarter Update	TBD
	Immediately following Board meeting;	Governance Committee Meeting Compensation Philosophy	
May 17	9:00 a.m.	Executive Committee	TBD
June 21	9:00 a.m.	Executive Committee	TBD
July 19	9:00 a.m.	Full Board 2 <sup>nd</sup> Quarter Update	TBD
August 16	9:00 a.m.	Executive Committee	TBD
September 20	9:00 a.m.	Full Board Public Hearing	TBD
October 18	9:00 a.m.	Full Board 3 <sup>rd</sup> Quarter Update Salary and Benefits	TBD
November 15	9:00 a.m.	Executive Committee	TBD
December 13	9:00 a.m.	Full Board Annual Meeting	TBD

\*Dates subject to change upon notice

**SIGNATURE AUTHORITY FOR  
GRANTS AND CONTRACTS FROM THE  
MINNESOTA BOARD ON AGING  
DATED: 12.14.2016**

*This form will be used to designate signature authority for this organization for all grants and contracts offered by the Minnesota Board on Aging until superseded.*

Name and Address of Grantee Organization:

Types of Transactions:

**Minnesota River Area Agency on Aging<sup>®</sup>, Inc.  
201 North Broad St, Suite 102  
Mankato MN 56002**

1. Grant Application
2. Notification of Grant Award
3. Payment Request
4. Quarterly Report
5. Financial Report
6. Other Official Documents

<i>Signature</i>	Transactions Authorized						
, Chair	Number(s):						
<i>Typed Name and Title</i>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; border-bottom: 1px solid black;">1</td> <td style="text-align: center; border-bottom: 1px solid black;">2</td> <td style="text-align: center; border-bottom: 1px solid black;">3</td> </tr> <tr> <td style="text-align: center; border-bottom: 1px solid black;">4</td> <td style="text-align: center; border-bottom: 1px solid black;">5</td> <td style="text-align: center; border-bottom: 1px solid black;">6</td> </tr> </table>	1	2	3	4	5	6
1	2	3					
4	5	6					

<i>Signature</i>	Transactions Authorized						
, Vice-chair	Number(s):						
<i>Typed Name and Title</i>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; border-bottom: 1px solid black;">1</td> <td style="text-align: center; border-bottom: 1px solid black;">2</td> <td style="text-align: center; border-bottom: 1px solid black;">3</td> </tr> <tr> <td style="text-align: center; border-bottom: 1px solid black;">4</td> <td style="text-align: center; border-bottom: 1px solid black;">5</td> <td style="text-align: center; border-bottom: 1px solid black;">6</td> </tr> </table>	1	2	3	4	5	6
1	2	3					
4	5	6					

<i>Signature</i>	Transactions Authorized						
Linda Giersdorf, Executive Director	Number(s):						
<i>Typed Name and Title</i>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; border-bottom: 1px solid black;">1</td> <td style="text-align: center; border-bottom: 1px solid black;">3</td> <td style="text-align: center; border-bottom: 1px solid black;">4</td> </tr> <tr> <td style="text-align: center; border-bottom: 1px solid black;">5</td> <td style="text-align: center; border-bottom: 1px solid black;">6</td> <td style="text-align: center; border-bottom: 1px solid black;"></td> </tr> </table>	1	3	4	5	6	
1	3	4					
5	6						

<i>Signature</i>	Transactions Authorized						
Joyce Prahm, Finance Director	Number(s):						
<i>Typed Name and Title</i>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; border-bottom: 1px solid black;">3</td> <td style="text-align: center; border-bottom: 1px solid black;">4</td> <td style="text-align: center; border-bottom: 1px solid black;">5</td> </tr> <tr> <td style="text-align: center; border-bottom: 1px solid black;"></td> <td style="text-align: center; border-bottom: 1px solid black;"></td> <td style="text-align: center; border-bottom: 1px solid black;"></td> </tr> </table>	3	4	5			
3	4	5					

<i>Signature</i>	Transactions Authorized						
Rhonda Hiller Fjeldberg, Grant and Contract Manager	Number(s):						
<i>Typed Name and Title</i>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; border-bottom: 1px solid black;">3</td> <td style="text-align: center; border-bottom: 1px solid black;">4</td> <td style="text-align: center; border-bottom: 1px solid black;">5</td> </tr> <tr> <td style="text-align: center; border-bottom: 1px solid black;"></td> <td style="text-align: center; border-bottom: 1px solid black;"></td> <td style="text-align: center; border-bottom: 1px solid black;"></td> </tr> </table>	3	4	5			
3	4	5					

<i>Signature</i>	Transactions Authorized						
<i>Typed Name and Title</i>	Number(s):						
<i>Typed Name and Title</i>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; border-bottom: 1px solid black;"></td> <td style="text-align: center; border-bottom: 1px solid black;"></td> <td style="text-align: center; border-bottom: 1px solid black;"></td> </tr> <tr> <td style="text-align: center; border-bottom: 1px solid black;"></td> <td style="text-align: center; border-bottom: 1px solid black;"></td> <td style="text-align: center; border-bottom: 1px solid black;"></td> </tr> </table>						



**November 2016 Agencywide Revenues and Expenses vs. Budget**

	Year Budget	YTD Actual	Difference
<b>Revenues</b>			
Federal	4,566,409	3,297,475	(1,268,934)
State	2,661,711	2,205,949	(455,762)
Grants	33,650	132,150	98,500
Contributions	-	203	203
Other revenues	100,964	115,187	14,223
Prior year transfers	-	528,274	528,274
<b>Total revenues</b>	<b>7,362,734</b>	<b>6,279,238</b>	<b>(1,083,496)</b>
<b>Expenses</b>			
Salaries	1,733,237	(1,389,387)	343,850
Fringe Benefits	591,152	(417,797)	173,355
Travel	160,686	(125,849)	34,837
Supplies	79,150	(120,305)	(41,155)
Communication	19,268	(21,785)	(2,517)
Contractual	4,205,577	(3,218,553)	987,024
Other expenses	297,283	(344,943)	(47,660)
<b>Total expenses</b>	<b>7,086,353</b>	<b>(5,638,620)</b>	<b>1,447,733</b>
<b>Change in net assets</b>	<b>276,381</b>	<b>640,618</b>	<b>364,237</b>

# MINNESOTA RIVER Area Agency on Aging®

AcctType	Report Category	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Grand Total
Revenues	Federal	195,128.23	144,966.92	239,325.21	466,650.53	420,602.00	209,057.82	281,227.18	733,319.38	179,359.13	50,780.60	377,057.67	3,297,474.67
	State	39,843.00	201,337.27	33,978.00	360,439.45	428,356.61		494,316.96	224,720.00	175,194.00	121,185.00	126,579.00	2,205,949.29
	Grants			5,000.00	46,750.00						33,650.00	46,750.00	132,150.00
	Contributions		8.95										
	Other revenues	5,733.38	4,527.73	57,449.03	2,770.35	125.29	0.00	2,693.10	43.19	6,237.10	11,818.99	5,294.20	202.80
	Prior year transfers			(2,151.32)	(131,503.00)	918,482.28	3,383.86		6,637.13	(5,322.00)		(117,565.00)	528,273.96
<b>Revenues Total</b>		<b>240,704.61</b>	<b>350,840.87</b>	<b>333,600.92</b>	<b>745,107.33</b>	<b>1,776,208.60</b>	<b>212,441.68</b>	<b>778,237.24</b>	<b>831,052.70</b>	<b>355,468.23</b>	<b>217,434.59</b>	<b>438,141.24</b>	<b>6,279,238.01</b>
Expenses	Salaries	(90,943.70)	(113,515.42)	(117,544.25)	(109,411.41)	(118,006.08)	(181,914.15)	(123,886.79)	(120,187.12)	(119,907.09)	(118,623.57)	(117,025.45)	(1,389,386.73)
	Fringe Benefits	(38,281.96)	(36,440.54)	(29,210.19)	(30,805.73)	(31,227.76)	(49,372.08)	(25,498.78)	(51,436.94)	(35,034.43)	(37,714.33)	(37,331.97)	(417,797.26)
	Travel	(4,318.85)	(7,619.60)	(7,603.51)	(12,839.06)	(10,667.46)	(20,929.36)	(10,856.76)	(11,911.84)	(11,129.86)	(13,735.27)	(7,628.51)	(125,848.64)
	Supplies	(2,007.13)	(3,696.59)	(8,908.98)	(15,380.03)	(16,121.29)	(25,335.31)	(10,971.38)	(17,755.97)	(5,438.63)	(4,256.55)	(10,433.29)	(120,305.13)
	Communication	(687.80)	(1,716.05)	(1,956.78)	(1,667.45)	(2,437.48)	(492.98)	(3,307.36)	(3,364.21)	(1,559.34)	(1,659.87)	(3,036.17)	(21,785.49)
	Contractual	(114,398.71)	(412,009.47)	67,649.94	(536,198.76)	(453,123.38)	(139,320.72)	(282,174.15)	(494,232.67)	(339,228.89)	(252,007.26)	(263,509.37)	(3,218,553.44)
	Other expenses	(34,920.30)	(36,561.59)	(30,863.44)	(41,879.19)	(54,269.06)	(48,697.00)	(9,802.13)	(21,204.99)	(14,536.27)	(30,158.86)	(21,564.91)	(344,943.47)
<b>Expenses Total</b>		<b>(285,458.45)</b>	<b>(611,559.26)</b>	<b>(128,437.21)</b>	<b>(748,181.65)</b>	<b>(685,852.51)</b>	<b>(466,061.60)</b>	<b>(466,497.35)</b>	<b>(720,093.74)</b>	<b>(526,834.53)</b>	<b>(458,155.69)</b>	<b>(460,529.67)</b>	<b>(5,638,620.16)</b>
<b>Grand Total</b>		<b>(44,753.84)</b>	<b>(260,718.39)</b>	<b>205,163.71</b>	<b>(3,074.32)</b>	<b>1,090,356.09</b>	<b>(253,619.92)</b>	<b>311,739.89</b>	<b>110,958.96</b>	<b>(171,366.30)</b>	<b>(240,721.10)</b>	<b>(22,388.43)</b>	<b>640,617.85</b>





TREASURER'S REPORT  
October 31, 2016

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CASH BALANCE SEPTEMBER 30, 2016	1,066,910.10
TOTAL CASH RECEIPTS	211,517.49
ACCOUNTS PAYABLE AND OTHER DISBURSEMENTS INCLUDING PAYROLL	(404,879.09)
CASH BALANCE OCTOBER 31, 2016	<u>873,548.50</u>

MINNESOTA RIVER AREA AGENCY ON AGING, INC.  
OCTOBER 2016 CASH RECEIPTS  
FY16

Description	Receipt Number	Element Number	Project Number	Trans (GL) Number	Amount
	CR#: 90		DATE: 10/05/16		545.31
Title III-D MOB Registration	133	116555	30305	40005	75.00
Title III-E Set Aside Registration	134	116178	30306	40005	470.31
<b>TOTALS</b>	<b>134</b>	<b>116,178</b>	<b>30,306</b>	<b>40,005</b>	<b>545.31</b>
	CR#: 91		DATE: 10/11/16		42,524.60
Administration 2016 October Advance	135	116125	30302	40010	21,222.00
Souix Falls Veteran Directed - Adm	136	110702	30098	41010	4,281.00
Souix Falls Veteran Directed - Case Management	136	100703	30098	41010	17,021.60
<b>TOTALS</b>	<b>407</b>	<b>327530</b>	<b>90498</b>	<b>122030</b>	<b>42,524.60</b>
	CR#: 92		DATE: 10/17/16		47,347.00
CS/SD	137	112026	30145	40030	1,512.00
ACT on Alz - Arlington	138	116151	30319	40520	1,200.00
ACT on Alz - Granite Falls	138	116152	30319	40520	1,200.00
ACT on Alz - Litchfield	138	116153	30319	40520	1,200.00
PDC - Live Well at Home Registration	138	116130	30303	40005	125.00
Title III-E Set Aside Registration	138	116178	30306	40005	165.00
Information & Assistance I&A Oct-Dec Advance	138	116135	30304	40099	21,672.00
Information & Assistance PAP Oct-Dec Advance	138	116135	30304	40094	20,273.00
<b>TOTALS</b>	<b>1103</b>	<b>925060</b>	<b>242319</b>	<b>321793</b>	<b>47,347.00</b>
	CR#: 93		DATE: 10/27/16		85,984.00
Return to Community FY17	139	117308	30324	40300	45,026.00
Return to Community FY16	139	116308	30196	40300	32,702.00
SHIP Seasonal	139	117060	30326	40050	5,545.00
SMP Volunteer Recruitment & Retention	139	117078	30327	40090	2,711.00
<b>TOTALS</b>	<b>556</b>	<b>467754</b>	<b>121173</b>	<b>160740</b>	<b>85,984.00</b>
	CR#: 94		DATE: 10/27/16		35,116.58
COBRA Payment (JL)	144	997000	39700	21000	1,206.58
Security Deposit Return Montevideo	145	116135	30304	40003	210.50
Title III-E Set Aside Registration	146	116178	30306	40005	49.50
SWIF Age Friendly Grant	147	117315	30330	41020	33,650.00
<b>TOTALS</b>	<b>582</b>	<b>1346628</b>	<b>130640</b>	<b>142028</b>	<b>35,116.58</b>
<b>October 2016 TOTAL</b>	<b>2782</b>	<b>3183150</b>	<b>614936</b>	<b>786596</b>	<b>211,517.49</b>

## Board Payment Listing

**Run Date:** 10/4/2016  
**Run Time:** 10:51:55 am  
**Page 1 of 1**

Check#	Check Date	Vendor Name	Check Amount	Description
6053	10/04/2016	Northwest Regional Development C	858.38	Pass Thru Contractor
6054	10/04/2016	Marshall-Lyon County Library	10.00	Technology Use/Computer Lab
6055	10/04/2016	CompanyMileage.com, LLC	300.00	Service Provider
6056	10/04/2016	Joyce Borneke	3.24	Vol Mileage
6057	10/04/2016	Geraldine Jensen	51.08	Volunteer Mileage
6058	10/04/2016	Thriveon	2,074.98	Laptop Replacement
6059	10/04/2016	Thriveon	1,350.00	Laptop Encryption
6060	10/04/2016	Montevideo Area Memory Loss N	15.00	Dementia Education
6061	10/04/2016	Range Respite	250.00	Pass Thru Contractor
6062	10/04/2016	Tersteeg's	214.15	MOB Training Expenses
6063	10/04/2016	Aging Services for Communities	736.82	Tai Ji Quan Training
6064	10/04/2016	Southwester Center for Independent	1,248.00	Pass Thru Contractor
6065	10/04/2016	Donna Rohrer	7.75	Vol Exp
6066	10/04/2016	Timothy McConnell	16.20	Vol Mileage
6067	10/04/2016	Amy Wilde	84.24	Bd Mileage
6068	10/04/2016	Vast Broadband	70.47	Slayton Internet
6069	10/04/2016	Thriveon	225.00	Slayton Vol Set Up
6070	10/04/2016	Colonial Life	820.90	Voluntary Ins
6071	10/04/2016	Thriveon	58.00	Monthly Service Fees/Phone
6072	10/04/2016	Pam Mailander	31.98	Condolence Fund Purchase
6073	10/04/2016	Koochiching Aging Options	250.00	Pass Thru Contractor
6074	10/04/2016	Slayton Building Materials, Inc.	8.75	Supplies/Shelf Clips
6075	10/04/2016	Abdo, Eick & Meyers, LLP	450.00	State Audit Reporting
6076	10/04/2016	Verizon	573.47	Moble Devices & Hot Spots
6077	10/04/2016	Diversified Resource Management	1,800.00	Nov 2016 Rent Slayton
6078	10/04/2016	Broad Street Group, LLC	2,936.50	Nov 2016 Rent Mankato
<b>Check Total</b>			<b>14,444.91</b>	
<b>Report Total:</b>			<b>14,444.91</b>	

## Board Payment Listing

Run Date: 10/24/2016

Run Time: 9:12:17 am

Page 1 of 2

Check#	Check Date	Vendor Name	Check Amount	Description
6079	10/24/2016	Wells Fargo	4,725.35	Oct Inv ES
6080	10/24/2016	Thriveon	4,565.89	Monthly Service Fee Nov
6081	10/24/2016	Thriveon	4,636.10	Monthly Service Fee Oct
6082	10/24/2016	Thriveon	58.00	Monthly Service Fee
6083	10/24/2016	Allegra	13,182.93	Pass Thru Contractor
6084	10/24/2016	Bankers Advertising Company	9,293.35	Pass Thru Contractor
6085	10/24/2016	Image Generation, LLC	3,815.00	Pass Thru Contractor
6086	10/24/2016	Access Press, LTD	1,067.68	Pass Thru Contractor
6087	10/24/2016	Multimedia Holding Company	8,500.00	Pass Thru Contractor
6088	10/24/2016	Multimedia Holding Company	6,477.34	Pass Thru Contractor
6089	10/24/2016	Region Nine Development Commis	2,065.39	Contract Services
6090	10/24/2016	Standard Insurance Company	965.08	Life, AD&D, LTD
6091	10/24/2016	Xcel Energy	247.12	Monthly Service
6092	10/24/2016	Amy Wilde	84.24	Board Mileage
6093	10/24/2016	Julie Van Name	60.75	Vol Mileage
6094	10/24/2016	MRA-the Management Association	1,253.40	Comp Services
6095	10/24/2016	Benefit Extras, Inc.	222.00	Service Contract
6096	10/24/2016	Laurin Carroll	59.40	Vol Mileage
6097	10/24/2016	Ken Meister	108.00	Vol Mileage
6098	10/24/2016	HK Payroll Services Co	220.00	Service Contract
6099	10/24/2016	Southwester Center for Independent	1,504.00	Pass Thru Contractor
6100	10/24/2016	Public Employees Retirement Assoc	10.00	Service Fee
6101	10/24/2016	Consumer Directions Inc.	3,186.36	Pass Thru Contractor
6102	10/24/2016	MRCI	13,835.24	Pass Thru Contractor
6103	10/24/2016	Kristen O'Shaughnessy	63.34	Vol Mileage
6104	10/24/2016	June Geselius	62.32	Vol Mileage
6105	10/24/2016	Cliff Vrieze	124.20	Vol Mileage
6106	10/24/2016	Teresa Ehret	65.88	Vol Mileage
6107	10/24/2016	Gerald Engstrom	17.28	Vol Mileage
6108	10/24/2016	Beverly Johnson	119.88	Vol Mileage
6109	10/24/2016	Dorothy Williams	35.64	Vol Mileage
6110	10/24/2016	Timothy McConnell	83.16	Vol Mileage
6111	10/24/2016	Shirley Anderson-Porisch	35.64	Vol Mileage
6112	10/24/2016	Susan Lussenden	7.56	Vol Mileage
6113	10/24/2016	Connie Heffelfinger	6.48	Vol Mileage
6114	10/24/2016	Linda Kruse	5.40	Vol Mileage
6115	10/24/2016	Health Partners	947.50	Nov 68569247
6116	10/24/2016	Anne Jordan	45.00	Service Contract
6117	10/24/2016	Anne Jordan	51.00	Service Contract
6118	10/24/2016	Metro Sales Inc.	377.00	Copier Lease Mankato
6119	10/24/2016	Innovative Office Solutions LLC	110.70	Supplies
6120	10/24/2016	Tersteeg's	343.94	Meeting Supplies
6121	10/24/2016	Terra Nova Films	4,197.00	Training Supplies
6122	10/24/2016	Pointsource Consulting LLC	1,620.00	Pass Thru Contractor
6123	10/24/2016	David Curtis Hill	8,750.00	Pass Thru Contractor

## Board Payment Listing

Run Date: 10/24/2016  
Run Time: 9:12:17 am  
Page 2 of 2

Check#	Check Date	Vendor Name	Check Amount	Description
6124	10/24/2016	Blue Cross Blue Shield of Minnesot	20,951.21	Nov 2016
6125	10/24/2016	Shred-it USA LLC	74.90	Service Contract Slayton
6126	10/24/2016	UCP-Seguin/Infintec Southwest	567.31	Pass Thru Contractor
6127	10/24/2016	Senior Care Consulting LLC	250.00	Pass thru Contractor
6128	10/24/2016	Carlson Craft Social	276.08	Envelopes
6129	10/24/2016	Lutheran Social Service of MN	21,316.00	Subgrantee
6130	10/24/2016	Central Community Transit	16,756.00	Subgrantee
6131	10/24/2016	Interfaith Caregivers - FIA in Fariba	577.00	Subgrantee
6132	10/24/2016	Yellow Medicine East Community F	4,158.00	Subgrantee
6133	10/24/2016	Meeker Council on Aging	6,486.00	Subgrantee
6134	10/24/2016	Southern Minnesota Regional Legal	12,754.00	Subgrantee
6135	10/24/2016	Interfaith Caregivers - FIA in Fariba	9,606.00	Subgrantee
6136	10/24/2016	Wellspring Faith In Action	5,996.00	Subgrantee
6137	10/24/2016	A.C.E. of Southwest Minnesota	9,500.00	Subgrantee
6138	10/24/2016	A.C.E. of Southwest Minnesota	1,787.00	Subgrantee
6139	10/24/2016	A.C.E. of Southwest Minnesota	4,997.00	Subgrantee
6140	10/24/2016	VINE - Faith in Action	5,282.00	Subgrantee
6141	10/24/2016	VINE - Faith in Action	12,210.00	Subgrantee
6142	10/24/2016	VINE - Faith in Action	6,140.00	Subgrantee
6143	10/24/2016	DuWayne Underthun	429.84	Board Mileage
6144	10/24/2016	Wells Fargo	412.08	Credit Card LG
6145	10/24/2016	Wells Fargo	495.65	Credit Card JP
6146	10/24/2016	Old Main Village	728.91	Training Exp CDSMP
6147	10/24/2016	Innovative Office Solutions LLC	45.98	Envelopes
6148	10/24/2016	PB Works	1,325.00	Pass Thru Contractor
6149	10/24/2016	ProValens, LLC	50,000.00	Pass Thru Contractor
6150	10/24/2016	Consolidated Communications of M	616.21	Contract Services
6151	10/24/2016	Wells Fargo	895.50	Credit Card KW
<b>Check Total</b>			<u><u>291,845.21</u></u>	
<b>Report Total:</b>			<u><u>291,845.21</u></u>	

# Board Payment Listing

Run Date: 10/24/2016  
Run Time: 11:42:10 am  
Page 1 of 1

Check#	Check Date	Vendor Name	Check Amount	Description
6152	10/24/2016	Dorothea Harris	480.00	Caregiver Consultant/Subgrantee
6153	10/24/2016	Dorothea Harris	651.30	Pass Thru Contractor
		<b>Check Total</b>	<u>1,131.30</u>	
		<b>Report Total:</b>	<u>1,131.30</u>	



**TREASURER'S REPORT**  
**November 30, 2016**

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CASH BALANCE OCTOBER 31, 2016	873,548.50
TOTAL CASH RECEIPTS	438,141.24
ACCOUNTS PAYABLE AND OTHER DISBURSEMENTS INCLUDING PAYROLL	(512,745.19)
<b>CASH BALANCE November 30, 2016</b>	<b><u>798,944.55</u></b>

MINNESOTA RIVER AREA AGENCY ON AGING, INC.  
 NOVEMBER 2016 CASH RECEIPTS  
 FY16

Description	Receipt Number	Element Number	Project Number	Trans (GL) Number	Amount	
				CR#: 95	DATE: 11/02/16	510.00
Title III-E Set Aside Registration	148	116178	30306	40005		510.00
<b>TOTALS</b>	<b>148</b>	<b>116,178</b>	<b>30,306</b>	<b>40,005</b>		<b>510.00</b>
				CR#: 96	DATE: 11/07/16	25.37
AmazonSmile Foundation Donation	149	113010	30299	40526		25.37
<b>TOTALS</b>	<b>149</b>	<b>113010</b>	<b>30299</b>	<b>40526</b>		<b>25.37</b>
				CR#: 97	DATE: 11/09/16	1,618.20
PDC - Live Well at Home Registration	150	116130	30303	40005		25.00
Title III-E Set Aside Registration	151	116178	30306	40005		1,443.20
Administrative Services	152	116125	30302	40003		150.00
<b>TOTALS</b>	<b>453</b>	<b>348433</b>	<b>90911</b>	<b>120013</b>		<b>1,618.20</b>
				CR#: 98	DATE: 11/08/16	21,258.67
Souix Falls Veteran Directed - Adm	153	110702	30098	41010		1,566.00
Souix Falls Veteran Directed - Case Management	153	110703	30098	41010		19,692.67
<b>TOTALS</b>	<b>306</b>	<b>221405</b>	<b>60196</b>	<b>82020</b>		<b>21,258.67</b>
				CR#: 99	DATE: 11/14/16	239,853.00
Pre-Admission Screening CSC FY17	154	117675	30321	40085		25,726.00
Pre-Admission Screening CSC FY17	154	117675	30321	40086		8,576.00
MIPPA FY16	154	116179	30315	40105		445.00
Pre-Admission Screening FY17	154	117047	30325	40085		31,947.00
Pre-Admission Screening FY17	154	117047	30325	40086		10,649.00
Client Service Center FY16	154	116670	30201	40300		50,046.00
Client Service Center FY17	154	117670	30320	40301		55,156.00
One Stop Shop FY17	154	117020	30322	40310		13,779.00
Eldercare Development Partnership FY17	154	117434	30328	40030		43,529.00



MINNESOTA RIVER AREA AGENCY ON AGING, INC.  
 NOVEMBER 2016 CASH RECEIPTS  
 FY16

TOTALS	1386	1054417	272778	361388	239,853.00
	CR#: 100		DATE: 11/17/16		46,850.00
Title III-E Set Aside Registration	155	116178	30306	40005	100.00
Healthy Aging Grant	156	116681	30317	41030	46,750.00
TOTALS	311	232859	60623	81035	46,850.00
	CR#: 101		DATE: 11/18/16		124,960.00
Administration 2016 November Advance	157	116125	30302	40010	21,223.00
Prairie Five Congregate Meals 034-00W	157	116176	30314	40170	10,132.00
LSS Congregate Meals 042-E89	157	116174	30314	40170	19,735.00
LSS Home Delivered Meals 043-E89	157	116175	30314	40170	11,223.00
Prairie Five Congregate Meals NSIP	157	116183	30316	40180	16,915.00
LSS Congregate Meals NSIP	157	116181	30316	40180	45,732.00
TOTALS	942	697014	181876	240880	124,960.00
	CR#: 102		DATE: 11/21/16		2,683.00
Fall Prevention	158	116070	30309	40315	2,683.00
TOTALS	158	116070	30309	40315	2,683.00
	CR#: 103		DATE: 11/23/16		383.00
Title III-E Set Aside Registration	159	116178	30306	40005	300.00
Title III-D Tai Ji Quan Registration	160	116555	30305	40005	80.00
Admin - Postage Reimbursement	161	116125	30302	40520	3.00
TOTALS	480	348858	90913	120530	383.00
<b>November 2016 TOTAL</b>	<b>4333</b>	<b>3,248,244</b>	<b>848,211</b>	<b>1,126,712</b>	<b>438,141.24</b>

## Board Payment Listing

**Run Date:** 11/2/2016  
**Run Time:** 10:31:27 am  
**Page 1 of 1**

Check#	Check Date	Vendor Name	Check Amount	Description
6154	11/02/2016	Johnson Printing	1,912.00	Pass Thru Contractor
6155	11/02/2016	A.C.E. of Southwest Minnesota	40.00	Pass Thru Contractor
6156	11/02/2016	Lyngblomsten Care Center, Inc.	35.00	Pass Thru Contractor
6157	11/02/2016	David Curtis Hill	8,550.00	Pass Thru Contractor
6158	11/02/2016	A.C.E. of Southwest Minnesota	490.74	Pass Thru Contractor
6159	11/02/2016	Skyline Displays Midwest Inc.	19,440.00	Pass Thru Contractor
6160	11/02/2016	Lutheran Social Service of MN	46.44	Pass Thru Contractor
6161	11/02/2016	Lutheran Social Service of MN	250.00	Pass Thru Contractor
6162	11/02/2016	A.C.E. of Southwest Minnesota	363.96	Pass Thru Contractor
6163	11/02/2016	Holiday Inn on the Lake	1,112.83	Pass Thru Contractor
6164	11/02/2016	Synergy Consulting LLC	1,698.21	Pass Thru Contractor
6165	11/02/2016	Innovative Office Solutions LLC	247.92	Copy Paper
6166	11/02/2016	Dorothy Williams	35.64	Vol Mileage
6167	11/02/2016	Donna Ford	17.36	Vol Mileage
6168	11/02/2016	Gerald Engstrom	121.20	Vol Mileage
6169	11/02/2016	Nancy Guggisberg	96.12	Vol Mileage
6170	11/02/2016	Verizon	573.23	Mobile & Hot Spot Services
6171	11/02/2016	B&K Designs	779.00	MNRAAA Apparel
6172	11/02/2016	Vast Broadband	239.16	Slayton Internet
6173	11/02/2016	Aurora Consulting LLC	129.60	Consultant Mileage
6174	11/02/2016	CompanyMileage.com, LLC	300.00	Service Provider
6175	11/02/2016	Colonial Life	820.90	Voluntary Ins
6176	11/02/2016	Metro Sales Inc.	638.19	Copier Lease Slayton
6177	11/02/2016	MRCI	228.05	Pass Thru Contractor
6178	11/02/2016	Pointsource Consulting LLC	2,620.00	Pass Thru Contractor
<b>Check Total</b>			<u><u>40,785.55</u></u>	
<b>Report Total:</b>			<u><u>40,785.55</u></u>	

# Board Payment Listing

Run Date: 11/10/2016

Run Time: 8:23:33 am

Page 1 of 1

<u>Check#</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>Check Amount</u>	<u>Description</u>
6179	11/10/2016	United States Postal Service	200.00	USPS Business Reply Deposit/St. Paul
		<b>Check Total</b>	<u>200.00</u>	
		<b>Report Total:</b>	<u>200.00</u>	

## Board Payment Listing

Run Date: 11/17/2016  
Run Time: 12:03:12 pm  
Page 1 of 2

Check#	Check Date	Vendor Name	Check Amount	Description
6180	11/17/2016	Wells Fargo	3,432.64	Credit Card/ES
6181	11/17/2016	Thriveon	8,822.43	Laptop Refreshes (6)
6182	11/17/2016	Minnesota Social Service Associat	1,050.00	Membership and Block Rate Conferen
6183	11/17/2016	Benefit Extras, Inc.	167.50	Service Contract
6184	11/17/2016	VoyageurWeb	120.00	SSL Cert for Website
6185	11/17/2016	Johnson Printing	5,087.07	Pass Thru Contractor
6186	11/17/2016	Standard Insurance Company	988.18	Life, AD&D, LTD
6187	11/17/2016	Tersteeg's	706.52	Mult. Event Caterings
6188	11/17/2016	Paragon	80.68	Notary Stamps
6189	11/17/2016	Jeffrey Erickson	900.00	Pass Thru Contractor
6190	11/17/2016	June Geselius	179.28	Vol Mileage
6191	11/17/2016	Cliff Vrieze	181.98	Vol Mileage
6192	11/17/2016	Emily Thompson	400.00	Social Work Supervision/DF
6193	11/17/2016	Cari Vlasak-Landwer	400.00	Social Work Supervision/SR
6194	11/17/2016	Optimal Phone Interpreters	33.25	Service Provider
6195	11/17/2016	Rudy Brynolfson	607.40	Excel Macro Report Creation
6196	11/17/2016	Robert Roesler	162.00	Bd Mileage
6197	11/17/2016	LeadingAge Minnesota	75.00	Conference Registration/LB
6198	11/17/2016	Rich Clifton	25.92	Vol Mileage
6199	11/17/2016	Metro Sales Inc.	377.00	Mankato Copier Lease
6200	11/17/2016	Diversified Resource Management	1,800.00	Slayton Rent
6201	11/17/2016	Broad Street Group, LLC	2,936.50	Mankato Rent
6202	11/17/2016	Linda Kruse	265.63	Vol Mileage
6203	11/17/2016	Shred-it USA LLC	66.42	Service Contract
6204	11/17/2016	Health Partners	947.50	Dental Insurance
6205	11/17/2016	Southwester Center for Independent	2,016.00	Pass Thru Contractor
6206	11/17/2016	Consumer Directions Inc.	2,935.75	Pass Thru Contractor
6207	11/17/2016	MRCI	14,740.92	Pass Thru Contractor
6208	11/17/2016	Consolidated Communications of M	569.79	Mankato Internet/Fax
6209	11/17/2016	Wells Fargo	1,759.78	Credit Card/JP
6210	11/17/2016	Wells Fargo	210.27	Credit Card/KW
6211	11/17/2016	United States Postal Service	200.00	Deposit/BRM 950-001
6212	11/17/2016	United States Postal Service	200.00	St. Paul Acct Deposit/BRM # 950-526
6213	11/17/2016	Lynn Buckley	346.86	Staff Travel & Meal Reimbursement
6214	11/17/2016	Blue Cross Blue Shield of Minnesot	15,809.67	Dec 2016
6215	11/17/2016	Access Press, LTD	1,067.68	Pass Thru Contractor
6216	11/17/2016	Anne Jordan	51.00	Cleaning Service Mankato
6217	11/17/2016	Innovative Office Solutions LLC	385.89	Office Supplies
6218	11/17/2016	Range Respite	500.00	Pass Thru Contractor
6219	11/17/2016	Multimedia Holding Company	10,200.00	Pass Thru Contractor
6220	11/17/2016	Multimedia Holding Company	6,880.14	Pass Thru Contractor
<b>Check Total</b>			<b>87,686.65</b>	

## Board Payment Listing

**Run Date:** 11/22/2016  
**Run Time:** 2:55:44 pm  
**Page 1 of 1**

Check#	Check Date	Vendor Name	Check Amount	Description
6221	11/22/2016	Lutheran Social Service of MN	118,711.00	Subgrantee
6222	11/22/2016	Prairie Five CAC Inc	34,972.00	Subgrantee
6223	11/22/2016	Xcel Energy	225.43	Monthly Services November
6224	11/22/2016	Stinson Leonard Street	2,143.50	Contracts, Employment Policies
6225	11/22/2016	Thriveon	5,313.36	Monthly service fees November
6226	11/22/2016	Thriveon	58.00	Monthly Service Fees
6227	11/22/2016	Thriveon	66.99	Supplies - technology
6228	11/22/2016	JTC Technologies, LLC	1,750.00	Pass thru contractor
6229	11/22/2016	House of Print	25,390.71	2017 Health Care Choices Booklets
6230	11/22/2016	Callie Taylor	128.52	Pass through contractor - Scholarship
6231	11/22/2016	Johnson Printing	113.35	Pass through contractor
6232	11/22/2016	Richard Hess	131.76	Volunteer mileage
6233	11/22/2016	Phyllis Mansch	11.56	Volunteer Mileage
6234	11/22/2016	Geraldine Jensen	263.18	Volunteer mileage
6235	11/22/2016	Betty Wilcoxon	39.79	Volunteer mileage
6236	11/22/2016	Gerald Engstrom	33.48	Volunteer mileage
6237	11/22/2016	Teresa Ehret	105.76	Volunteer mileage
6238	11/22/2016	Charlotte Frankenberry	61.13	Volunteer mileage
6239	11/22/2016	James Christopherson	24.84	Volunteer mileage
6240	11/22/2016	Julie Van Name	250.76	Volunteer mileage
<b>Check Total</b>			<u><u>189,795.12</u></u>	
<b>Report Total:</b>			<u><u>189,795.12</u></u>	

## Board Payment Listing

Run Date: 11/30/2016

Run Time: 8:37:04 am

Page 1 of 1

Check#	Check Date	Vendor Name	Check Amount	Description
6241	11/30/2016	Thriveon	129.99	Computer Supplies
6242	11/30/2016	Vast Broadband	185.48	Internet/Slayton
6243	11/30/2016	Verizon	573.43	Cell Service/Hot Spots
6244	11/30/2016	Colonial Life	820.90	Voluntary Insurance
6245	11/30/2016	Cliff Vrieze	109.95	Vol Mileage
		<b>Check Total</b>	<u>1,819.75</u>	
		<b>Report Total:</b>	<u>1,819.75</u>	



MINNESOTA RIVER  
Area Agency on Aging

**FINANCE COMMITTEE MINUTES**  
**October 12, 2016, 10:00 a.m.**

**MEMBERS PRESENT:** Bob Roesler, Amy Wilde and Lisa Lange

**QUORUM PRESENT:** Yes

**STAFF & GUEST PRESENT:** Linda Giersdorf, Joyce Prahm and Scott Benjamin

I. **Call to Order**

Chair Roesler called the meeting to order at 10:05 AM.

II. **Approval of Agenda**

Motion by Roesler and seconded by Lange to approve the agenda. Motion carried.

III. **Approval of October 3, 2016 Minutes**

Motion by Roesler and seconded by Lange to approve the October 3, 2016 minutes as presented. Motion carried.

IV. **Health Insurance Options 2017**

Scott Benjamin, Health Insurance Broker, presented options for MNRAAA's 2017 health insurance. The Blue Cross Blue Shield rates for MNRAAA's plan increased by 22.2%. Because of that increase Scott researched rates from other carriers. Rates for a similar plan from PreferredOne would represent an 8.3% increase over our 2016 costs. Discussion followed. Motion by Roesler and seconded by Lange to recommend to the MNRAAA Board that PreferredOne be MNRAAA's insurance carrier in 2017 and allowing the Executive Director and the Finance Director to make small adjustments to the 2017 employee health insurance contribution amounts to be equitable across tiers. Motion carried.

V. **Other**

No other items were presented.

VI. **Next Meeting – December 14, 2016 following Board meeting**

VII. **Meeting Adjourned**

Motion by Lange and seconded by Roesler to adjourn at 10:35 a.m. Motion carried.

**Secretary:**

**Chair:**

\_\_\_\_\_  
Lisa Lange

\_\_\_\_\_  
Amy Wilde

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

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

**Submitted by:** Joyce Prahm, Finance Director





MINNESOTA RIVER  
Area Agency on Aging®

RESOLUTION  
2016 – 05

**RESOLUTION AUTHORIZING NOT WAIVING THE MONETARY LIMITS  
ON MUNICIPAL TORT LIABILITY ON LMC 2017 INSURANCE  
RENEWAL**

**Whereas**, the Minnesota River Area Agency on Aging desires to renew its insurance policy with the League of Minnesota Cities, and

**Whereas**, the Minnesota River Area Agency on Aging needs to approve not waiving the monetary limits on municipal tort liability established by Minnesota Statute 466.04, and

**Whereas**, not waiving the limits would prevent an individual claimant from recovering more than \$500,000 on any claim to which the statutory tort limits apply.

**Now, therefore be it resolved by the Minnesota River Area Agency on Aging, Board that it will not waive the monetary limits on municipal tort liability established by Minnesota Statutes 466.04.**

Dated the 14<sup>th</sup> day of December, 2016.

---

Robert Roesler, Board Chair

Minnesota River Area Agency on Aging

---

Lisa Lange, Secretary

Minnesota River Area Agency on Aging



CONNECTING & INNOVATING  
SINCE 1913

## LIABILITY COVERAGE – WAIVER FORM

LMCIT members purchasing coverage must complete and return this form to LMCIT before the effective date of the coverage. Please return the completed form to your underwriter or email to [pstech@lmc.org](mailto:pstech@lmc.org)

This decision must be made by the member's governing body every year. You may also wish to discuss these issues with your attorney.

League of Minnesota Cities Insurance Trust (LMCIT) members that obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- If the member does not waive the statutory tort limits*, an individual claimant would be able to recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits apply regardless of whether the city purchases the optional excess liability coverage.
- If the member waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could potentially recover up to \$2,000,000 for a single occurrence. (Under this option, the tort cap liability limits are waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2 million.) The total all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
- If the member waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

Minnesota River Area Agency on Aging  
LMCIT Member Name

Check one:

- The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by Minnesota Statutes, Section 466.04.
- The member **WAIVES** the monetary limits on municipal tort liability established by Minnesota Statutes, Section 466.04 to the extent of the limits of the liability coverage obtained from LMCIT.

Date of city council/governing body meeting \_\_\_\_\_

Signature \_\_\_\_\_ Position \_\_\_\_\_

145 UNIVERSITY AVE. WEST  
ST. PAUL, MN 55103-2044

PHONE: (651) 281-1200 FAX: (651) 281-1299  
TOLL FREE: (800) 925-1122 WEB: WWW.LMC.ORG

# MN River Area Agency on Aging

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## Client Authorization to Bind

Please bind our insurance coverage, as of 2/2/2017; we accept the League of Minnesota Cities Insurance Trust Program, subject to the following exceptions and/or changes:

Exceptions and/or Changes:

1. See Online Anniversary Risk Exposure Information Application
2. See Online Property Schedule
3. See Online Equipment Schedule
4. See Online Vehicle Schedule

It is understood this provides only a summary of the details; the policies will contain the actual coverages.

We confirm the values, schedules and other data contained in the anniversary information are from our records and acknowledge it is our responsibility to see that they are maintained accurately.

Please provide us with binder(s) and invoices(s) for the coverages agreed upon at your earliest convenience.

## Limitation of Liability

We agree that your liability to us arising from your negligent acts or omissions, whether related to the insurance or surety placed pursuant to these binding instructions or not, shall not exceed \$20 million, in the aggregate. Further, without limiting the foregoing, we agree that in the event you breach your obligations, you shall only be liable for actual damages we incur and that you shall not be liable for any indirect, consequential or punitive damages.

MN River Area Agency on Aging

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Dated

## MN River Area Agency on Aging

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### Solvency Letter

November 1, 2016

Joyce Prahm  
MN River Area Agency on Aging  
201 N Broad Street, Suite 102  
Mankato, MN 56001

RE: Insurance Provided through the League of MN Cities Insurance Trust  
Date: 2/2/2017

Dear Joyce:

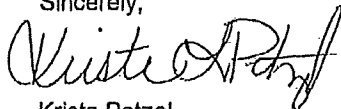
Your insurance policies that are written through the League of Minnesota Cities (LMCIT) expire on 2/2/2017.

As we discussed, financial responsibility is an area you must scrutinize closely when selecting an insurance carrier. Arthur J. Gallagher Risk Management Services (Gallagher) does not guarantee the financial viability of any insurance carrier or market, but we certainly recommend that you make every attempt to try to place your coverage with an "A" rated carrier. However, the marketplace can be limited, which means fewer alternatives are available.

LMCIT does not meet our corporate minimum rating requirements, normally recommended by Gallagher. LMCIT is not rated by A.M. Best Rating. As a result, we have no access to Best's independent evaluations of this carrier's financial strength and future claims paying ability. Please review this and other available information with your accountant and/or attorney to assist you in judging the acceptability of this insurance carrier.

We understand that the insurance marketplace can be very limited at times with feasible alternatives being scarce. However, we thought this option should be explained to you in writing. Again, LMCIT does not presently meet our normal corporate financial guidelines recommended by Gallagher. However, if you direct that we bind coverage with LMCIT, please sign and return a copy of this letter indicating that you understand the information furnished and still wish to place coverage with LMCIT.

Sincerely,



Krista Petzel  
Client Services Manager

The undersigned, a duly authorized officer or representative acting in said capacity, acknowledges receipt of the information contained herein. Notwithstanding this information, the undersigned hereby authorizes and directs Arthur J. Gallagher & Co. and any of its subsidiary companies to bind coverage outlined above.

BY: \_\_\_\_\_  
Specify: owner, partner or corporate officer

MNRAAA's Fiscal Sponsorship Policy is designed to serve as a fiscal sponsor for one-time projects, and to help small organizations legally accept donations while they await ruling by the IRS for their own tax-exempt status.

### Eligibility

To qualify for the Minnesota River Area Agency on Aging Fiscal Sponsorship Program, individuals and organizations must:

- Apply funds raised toward non-profit purposes. Funds should not be used for the purpose of influencing legislation, such as funding lobbying.
- Except in very specific cases, may not be organized in a for-profit business structure (LLC, for-profit corporation etc.)
- All applicants must submit a completed Fiscal Sponsorship Agreement with all required attachments in order to be considered.

### Fees

Revising section with Attorney. Will have final draft at the Board meeting.

### Application Process

Total time from application to approval is approximately 6 weeks. For months when the Board does not meet, the approval process will take an additional 4 weeks. New applications are reviewed by the Executive Committee and must be approved by Minnesota River Area Agency on Aging Board of Directors.

### Soliciting Funds

#### Donated Income vs. Earned Income

The only funds that are eligible to come through a fiscal sponsor are donations, grants, or other funds that are to be tax-deductible. If your organization has non-donated income (from things like ticket sales, performances or workshops) it is called "earned income," and does not need to be processed through MNRAAA. Many organizations we sponsor run all of their income through us to simplify their accounting. However, MNRAAA takes an administration fee on all funds processed through us, whether they are tax-deductible or not. If your organization is managing a significant amount of earned income outside of MNRAAA, we highly recommend incorporating as a nonprofit and setting up a separate checking account.

#### Donations

Contributions from individuals often make up the largest source of income for non-profit organizations. By using a fiscal sponsor, donations to your project can be tax-deductible for your donors, but you *must* follow certain guidelines and you must properly identify your relationship with MNRAAA. Because donations to fiscal sponsorship projects are legally made to MNRAAA, fundraising materials and solicitations - such as fundraising brochures, letters and event invitations -- must follow legal guidelines. The following is the text to use when soliciting donations:

*[Project Name] is a sponsored project of Minnesota River Area Agency on Aging, Inc., a Minnesota nonprofit corporation. Contributions on behalf of [Project Name] may be made payable to Minnesota River Area Agency on Aging, Inc. and are tax deductible to the extent permitted by law.*

#### Partially Deductible Donations

Donations are only fully deductible if whoever is donating does not receive any goods or services for their donation. But, sometimes you want to offer your donors something in return. In that case, the tax deduction and text are a little different:

*[Project Name] is a sponsored project of Minnesota River Area Agency on Aging, Inc., a Minnesota nonprofit corporation. Contributions on behalf of [Project Name] may be made payable to Minnesota River Area Agency on Aging, Inc. The value of [GOODS RECEIVED] is [\$XX]. Any contribution above that amount is tax deductible to the extent permitted by law.*

Another common class of partially deductible donations is purchases of silent auction items the tax-deductible portion is any amount paid over and above the stated value.

## In-Kind Donations

An in-kind donation is a donation not of cash, but of goods that will benefit your organization, such as office equipment or items for a silent auction. Donations of non-cash items are fully deductible, but the value must be determined by the donor, and a completed In-Kind Donor Form must be submitted to MNRAAA in order to process the donation for the donor's tax purposes. MNRAAA cannot process vehicle donations. Contact MNRAAA in advance of accepting in-kind donation if the donated item's value is larger than \$1,000. Due to licensing requirements and legal complexity, fiscal sponsorship projects are not permitted to raise funds via charitable gambling, such as raffles or bingo. Donated services are not tax-deductible. This includes any rent, legal, accounting, graphic design, web design or printing services. Your organization can, of course, receive those kinds of donated services, but the donor cannot get a tax deduction for them.

## Matching Donations

Businesses will often have giving programs that will match an employee's charitable donation. Most often, donations to a group through a fiscal sponsor are eligible for these programs. To receive an employer match, forward any forms to MNRAAA for processing. MNRAAA processing will take 30 days. Once the matching check arrives, it will be credited to in your account. Corporations generally process these quarterly or annually.

**We accept credit cards via PayPal. Will rewrite with that in mind.**

## Online Donations **\*[confirm]\***

Online Donations accepted via credit card. See section entitled "Credit Card Donations" for terms.

## Credit Card Donations **\*[confirm]\***

MNRAAA can take donations via Visa, MasterCard, or Discover, as long as we have all pertinent information: number, name, amount, date, address, and CVC code. The same administration fee applies to credit card transactions plus an additional 5% will be charged for processing. Please note that keeping the credit card information you collect from your donors is a serious legal risk – don't do it!

## Sponsorship vs. Advertising

Corporate sponsorship can be a great way to raise funds for your project. Advertising and sponsorship are similar, but have important differences. If a sponsor or advertiser controls the content of a message they've paid for, it's considered advertising. If the non-profit controls the content (usually a simple thank you and logo placement), then it's considered sponsorship. Advertising income is not tax deductible. In fact, income from advertising is taxable, even for a 501(c)3. We will not manage advertising income, but we will manage sponsorship income.

## Grants

Grants can be a major source of income for your project; one of the main benefits of fiscal sponsorship is being eligible for more kinds of funding than you would be as an individual or for-profit business. However, there are more restrictions on granting through a fiscal sponsor than through a separate tax-exempt organization. Many large private and corporate foundations do not grant to sponsored organizations – do your research before spending valuable time on a proposal! There are many reasons why a grantor will or will not fund sponsored organizations. Be sure to do your research early and each time you plan to submit a proposal. Eligibility requirements can change; if you submit a proposal that does not fit guidelines, it can reflect poorly on both MNRAAA and on your organization. Grantors will almost always require an agreement letter or other supporting documentation from us about our relationship to your project, our financial status, board of directors, etc. Again, for legal reasons, we must be made aware of any proposals you plan to submit, and must have a minimum of 30 days to read any proposal you wish to submit before MNRAAA can sign the proposal as Fiscal Sponsor. Also keep in mind that many projects have proposals to the same grantors. If we don't know you have a proposal pending, it can mean your funding could end up in the wrong account.

**Contact us no less than one month (20 business days) before your grant proposal is due.** This time is necessary to prepare materials you may need, including Sponsor Agreement Letters. **Requests made fewer than 5 business days in advance may be declined.**

Because grants and donations to fiscal sponsorship projects are officially made to MNRAAA, MNRAAA must approve any proposals you are soliciting to make sure they follow legal guidelines. MNRAAA also reserves the right to refuse to manage funding from proposals that were not endorsed in advance

## Managing Your Funds

You've received your first big grant or your first stack of checks from your fundraiser. Congratulations! What now?

### Deposits

If you are doing an individual donation campaign, collect checks and send them to MNRAAA Fiscal Sponsorship (201 N. Broad Street, Suite 102, Mankato, MN 56001). Do not instruct your donors to mail funds to MNRAAA directly. (We sponsor many projects that often have many of the same donors. Having checks sent in by the project lead instead of directly from the donor is a must. It also helps you keep track of your fundraising first-hand, and enter information for your donor acknowledgments.) Processes vary from funder to funder, but checks from grantors are often sent directly to MNRAAA and not to the project lead. These we will deposit and acknowledge without any additional steps or forms needed from you. If you ever need to know the status of grant funds you are expecting, feel free to contact us.

**\*\*CHECKS MUST BE MADE OUT TO MINNESOTA RIVER AREA AGENCY ON AGING, INC. ONLY.\*\***

**\*\*THE MEMO LINE MUST INCLUDE YOUR PROJECT NAME.\*\***

We cannot accept checks made out to your project's name or "[Your Project]/ MNRAAA". Such checks will be sent back to you. Please make sure your project name is in the memo line. We'll deposit your funds and take out our administrative fee. The balance of your fund stays with us until you request it. Any funds remaining in this account following the expiration of your fiscal sponsorship term is donated to MNRAAA.

Funds are not available until a deposit has been processed and clears the bank; this can take between a few days to two weeks.

### Check Requests

Fund requests must be made via MNRAAA's online Check Request Disbursement/Reimbursement Form. You will receive copies of forms upon execution of your Fiscal Sponsorship Agreement. If your deposit has already cleared, the turnaround time for checks is usually ~~30~~ 15 days. Please do not request funds until funds to cover your request have cleared.

Check Requests will be honored only if:

1. The request form(s) have been completed and required attachments are included
2. Funds are requested by a signer on your organization's fiscal sponsorship contract
3. The funds to cover the request have cleared.

**Contact us no less than one month (20 business days) before your check is needed.** This time is necessary to process your checks. **Requests made fewer than 5 business days in advance may be declined.**

## Vendors, Taxes, and Reimbursement

All check requests must be accompanied by a completed W-9 form before we can issue any payments. Any individual who receives at least \$600.00 from us will be issued a 1099 at the end of the year. Although your organization may only pay a particular individual less than \$600, another group that we serve with fiscal sponsorship may pay them an amount which puts them over the \$600 MNRAAA has paid them in a year. For this reason, no checks are issued without a completed W-9 attached to a check request. If you receive funds to reimburse yourself for project expenses and supplies, or to pay others doing work on your behalf, you will still

need to submit a W-9 and will receive a 1099 if your annual total exceeds \$600. The onus is on you to itemize those expenses on a Schedule C (profit and loss from business) to reduce your taxable income. Save your receipts! It is also a project director's responsibility to provide 1099s to individuals they pay for work on their project. You may want to incorporate your organization as a non-profit with the state of Minnesota. This is a less complicated, less expensive process than applying as non-profit with the federal government. Filing as a non-profit with the state of Minnesota requires a filing fee of approximately \$75 and takes some extra paperwork, but allows you to have a business checking account separate from any individual tax liability to pay for project expenses. This is recommended, especially if you plan on forming a separate tax-exempt organization in the future.

***MNRAAA IS HAPPY TO REFER YOU TO ASSISTANCE, BUT PROPER TAX REPORTING FOR YOUR ORGANIZATION IS YOUR RESPONSIBILITY.***

### Fiscal Sponsorship "Dos" and "Don'ts"

Fiscally sponsoring a new organization can mean taking on a great deal of legal and financial liability. This is a partial list of things to do (or avoid) to help us stay organized and on the right side of the law!

**DO NOT:**

- Use MNRAAA's EIN or Tax Exemption Certificate without our knowledge or consent. No consent will be given for any purpose that does not align with MNRAAA's mission.
- Grant money from your fund to another entity.
- Record and keep credit card information from your donors.
- Use contributed funds for anything outside your stated project.
- Use MNRAAA's name or information to register for services or accounts.
- Use MNRAAA's bulk mail permit.

**DO:**

- Be aware of your deadlines and needs – many of our projects apply for the same grants, we're not always able to accommodate last minute requests!
- Fill out forms completely, and include any required attachment to avoid a delay in processing.
- Make sure donation checks are made out to Minnesota River Area Agency on Aging with your organization's name in the memo line.
- Make sure we're aware of the proposals you're preparing.
- Keep track of your records. MNRAAA staff tries to avoid errors, but in the event we may make a mistake, it's good to be prepared.
- Be available via email and have regular access to a computer – this program happens online.
- Stay in touch! Let us know what's working and what's not. We're here to help.

I, the undersigned, am the designated contact for the project/group applying for Fiscal Sponsorship, and have read and understand the contents of the Minnesota River Area Agency on Aging Fiscal Sponsorship Policy, and have retained a copy for our use.

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Applicant Group/Project Name

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Applicant Group/Project Contact Person (please print)

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Applicant Group/Project Contact Signature

---

Date

*Please attach this signature page to your Fiscal Sponsorship Application and Renewal Forms.*



This Fiscal Sponsorship Agreement is made effective \_\_\_\_\_, 201\_\_, by and between **MINNESOTA RIVER AREA AGENCY ON AGING, INC.**, a Minnesota nonprofit corporation ("**MNRAAA**") and \_\_\_\_\_, a \_\_\_\_\_ ("**Affiliate**").

**RECITALS:**

- A. MNRAAA is exempt from federal tax under Section 501(c)(3) of the Internal Revenue Code, as amended (the "**Code**").
- B. Affiliate is organized for charitable and/or educational purposes as set forth on Exhibit A (the "**Project**").
- C. Affiliate is in the process of applying to the Internal Revenue Service for recognition of its status as an organization exempt from taxation under Code Section 501(c)(3), but has not yet received a favorable determination letter.
- D. MNRAAA has determined that the Project is consistent with MNRAAA's charitable purposes, and that MNRAAA will support the Project by acting as a fiscal sponsor for the Project pursuant to the terms of this Agreement and MNRAAA's Fiscal Sponsorship Policy, as amended, the terms of which are hereby incorporated by reference as if fully set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing and the terms and covenants contained herein, the parties hereto agree as follows:

1. Management of Funds by MNRAAA. Pursuant to the terms of this Agreement, MNRAAA agrees to act as fiscal sponsor of Affiliate and manage, distribute and expend any funds received from donors for the development and support of the Project or on its behalf, in order to accomplish the charitable and educational purposes for which Affiliate has been created, in a timely manner consistent with any budgets for Affiliate approved by MNRAAA and the terms of any applicable grant agreements. All processing and acknowledgement of cash and noncash revenue items, accounts payable and receivable, and disbursement of grants and contributions received on behalf of the Project by MNRAAA, shall be the ultimate responsibility of MNRAAA and shall be conducted in the name of MNRAAA.
2. Fees for Sponsorship. Affiliate agrees that MNRAAA will be entitled to fees, as set forth within Affiliate's Application for Fiscal Sponsorship and the MNRAAA Fiscal Sponsorship Policy, as may be amended from time to time. Affiliate agrees to pay all fees when due, and that failure to pay such fees will constitute a breach of this Agreement.
3. Acknowledgment of Charitable Donations on Behalf of the Project. The parties agree that all grants, charitable contributions, and gifts received by MNRAAA for the Project will be the property of MNRAAA and reported as contributions to MNRAAA as required by law. MNRAAA agrees to acknowledge receipt of any

such grant, charitable contribution, or gift in writing and to furnish evidence of its status as an exempt organization under Code Section 501(c)(3) to the donor upon request. MNRAAA agrees to maintain its tax-exempt status and to notify Affiliate of any change in its tax-exempt status.

4. Use of Funds; Protection of Tax-Exempt Status. Affiliate agrees to use funds received from MNRAAA solely for legitimate expenses of the Project. Affiliate agrees not to use funds received from MNRAAA in any way which would jeopardize its tax-exempt status or the tax-exempt status of MNRAAA, including the use of any funds for political campaign activity or lobbying.
5. MNRAAA's Financial Accounting and Reporting. MNRAAA will maintain books and financial records for the Project in accordance with generally accepted accounting principles. The Project's revenue and expenses will be separately accounted for in MNRAAA's books. MNRAAA will provide reports to Affiliate reflecting revenue to, and expenses of, the Project on a monthly basis, within two weeks after the end of each month.
6. Affiliate's Reporting and Documentation Requirements. Affiliate shall deliver to MNRAAA in a timely manner all reports, documents, records, requests for payment and financial information as required by MNRAAA or the terms of any grant agreements.
7. Fundraising. Affiliate may solicit gifts, contributions, and grants to MNRAAA for the activities of the Project. All grant agreements, pledges, or other commitments with funding sources to support the Project must be executed by MNRAAA. The cost of any reports or other compliance measures required by such funding sources are reimbursable from Project funds. MNRAAA is responsible for the processing and acknowledgment of all monies received for the Project, which will be reported as the income of MNRAAA for both tax purposes and for purposes of MNRAAA's financial statements.
8. Term. The term of this Agreement shall commence on the date first above written and continue for a period of twelve (12) months (the "***Initial Term***"). Upon expiration of the Initial Term, the parties may renew this Agreement for up to two additional one-year terms (each, a "***Renewal Term***"). To effectively renew this Agreement, Affiliate shall deliver to MNRAAA not less than thirty (30) days prior to the end of the Initial Term or a Renewal Term, as applicable, written notice of Affiliate's request to renew (the "***Renewal Request***"). MNRAAA may then accept or decline the Renewal Request upon receipt. If Tenant fails to timely deliver the Renewal Request to MNRAAA, or if MNRAAA fails to accept the Renewal Request, this Agreement shall expire and terminate at the expiration of the then-current term without further renewal.
9. Termination. MNRAAA shall have the right to terminate this Agreement and to discontinue its obligations hereunder at any time if, in MNRAAA's reasonable

discretion, MNRAAA determines that Affiliate has failed to perform its obligations under this Agreement. Upon termination of this Agreement, MNRAAA shall promptly settle its accounts on behalf of the Project. Any remaining funds held by MNRAAA on behalf of the Project shall be distributed to Affiliate, if Affiliate is then recognized by the Internal Revenue Service as exempt under Code Section 501(c)(3), or otherwise used to further the purposes for which Affiliate was created.

10. Publicity; Signage. Affiliate agrees to include mention of sponsorship of the Project by "MNRAAA" in all press releases, news conferences and other media contacts concerning the Project. Unless otherwise agreed in writing by MNRAAA, all materials developed or published by Affiliate shall mention this sponsorship, including but not limited to: brochures, announcements, flyers, manuals, reports, etc. Affiliate further agrees display at the entrance to any public performance, showing or other event regarding the Project, signage denoting sponsorship of the Project by "MNRAAA". Copies of MNRAAA's logo suitable for reproduction are includable for Affiliate's convenience.
11. Counterparts. This Agreement may be executed in any number of counterparts. Each counterpart constitutes an original and is equally valid. All of the originals together constitute one agreement.
12. Recitals. The Recitals set forth above are hereby incorporated as though fully set forth herein.
13. Conflict. This Agreement is being executed in furtherance of MNRAAA's Fiscal Sponsorship Policy (the "**Policy**") and related documents. To the extent any provisions contained within this Agreement conflicts with any provision set forth within the Policy, the Policy shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

**MINNESOTA RIVER AREA AGENCY ON AGING, INC.**

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

Its: \_\_\_\_\_

**AFFILIATE:**

\_\_\_\_\_

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

Its: \_\_\_\_\_

EXHIBIT A  
TO  
FISCAL SPONSORSHIP AGREEMENT

AFFILIATE STATEMENT OF CHARITABLE AND/OR EDUCATIONAL  
PURPOSE

DRAFT

# Handbook Proposed Revisions

## LUNCH & OTHER BREAK PERIODS

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You receive an unpaid lunch period of thirty minutes each work day. You should not perform any work-related duties during your lunch period. Non-exempt employees must record their time in and out at the beginning and end of the lunch period. **If staying onsite, the timekeeping system automatically generates a thirty minute lunch period deduction. If leaving company property, a manual punch in and out is required.** You are expected to be at your workstation, ready to work, at the end of your lunch period.

Paid breaks include two fifteen minute break periods (one during the first half of the work day and the other during the second half of the work day). Since this time is paid as time worked, you should not extend the allotted time away from your work area.

Lunch periods cannot be used to arrive late or leave early without prior supervisor approval. Break periods cannot be used to arrive late or leave early and cannot be combined. You are expected to be at your workstation, ready to work, at the end of each lunch/break period.

The Agency will provide reasonable unpaid break time each day to employees who need to express breast milk for their infant child. This break time must, if possible, run concurrently with any break time already provided to the employee. Any other time needed for this purpose will be without pay. Employees who are nursing mothers should contact their supervisor or the Finance Director for a private location for this purpose.

## VOLUNTEERISM

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The Agency wishes to help enrich the communities that surround both your residence and work. You are encouraged to become involved in your community and to lend your voluntary support to programs that positively impact the quality of life within the community.

Employees who have expected levels of job performance or above are eligible for paid volunteerism. Regular full-time employees are allowed up to eight hours of paid time per calendar year. Volunteerism pay is pro-rated **based on regular hours worked, not to exceed eight hours.** ~~for regular part-time employees.~~

## Handbook Proposed Revisions

Interested employees must meet with their supervisors to discuss their volunteer choice, schedule and to receive approval.

### HOLIDAYS

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The Agency provides full-time and part-time benefit eligible employees with paid time off for the following holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving
- Day after Thanksgiving
- Christmas Day
- Personal Day

Full-time **Eligible** employees receive eight hours **holiday pay** at their regular rate of pay for any of the listed holidays and ~~part-time employees are eligible for prorated holiday pay~~ **prorated on the number of actual hours worked, not to exceed eight hours.**

If a scheduled paid holiday occurs during your vacation or a paid leave of absence, you will receive pay for the holiday in lieu of being charged for a vacation day or paid leave. If a holiday occurs while you are on an unpaid leave of absence, you will not be paid for the holiday.

When any holiday falls on a Saturday, the holiday will generally be observed on the preceding Friday. When any holiday falls on a Sunday, the holiday will generally be observed on the following Monday. Management may change this to accommodate business needs.

The Agency is mindful there may be additional religious observances, not including the holidays already mentioned. Supervisors will give such occurrences due respect and consideration as vacation or time without pay if requested, as scheduling permits.

## Handbook Proposed Revisions

There may be times when you need to take care of personal business that cannot be handled outside of your normal working hours. Therefore, the Agency provides full-time employees one personal day per calendar year to attend to personal matters such as children's school activities or other personal obligations. The use of any personal time must be pre-approved by your supervisor with advance notice. Personal days must be taken in either four-hour or eight-hour increments.

You are immediately eligible for one personal day. Personal days must be used prior to the end of the calendar year in which they were earned. Unused personal days left at the end of the calendar year will be lost.

Personal days are not considered work time for the purposes of calculating overtime. Earned, but unused personal days, are not eligible to be paid out at termination.

### LEAVES OF ABSENCE

- **Medical Leave:** The Agency understands that you may need time off when you incur an illness or injury and may provide you unpaid time off in these situations. This type of leave also covers such medical conditions as pregnancy, childbirth or serious medical conditions.

To be eligible you must be regular full-time and have been employed at the Agency for a minimum of one year. All requests for medical leave must be submitted in writing as soon as possible. The leave request must specify the start and anticipated end date of such leave and include written certification from the treating physician. The length of time for a medical leave is up to 30 days and must be approved by the Executive Director. Any additional time off for the leave must be requested in writing and supported by written certification from the treating physician. This extension must also be approved by the Executive Director; however, it cannot be guaranteed.

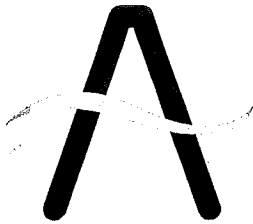
Subject to the terms, condition and limitations of the applicable plans, health insurance benefits will continue for medical leaves not exceeding 30 15 days. Should the leave need to extend beyond 30 15 days or the majority of a month, you will be responsible for the full costs of these benefits through COBRA if you wish to continue them. When you return to work, benefits will again be provided by the Agency according to the applicable plan(s).

## Handbook Proposed Revisions

If you fail to report to work promptly after the approved leave has expired, the Agency will assume you have resigned effective the date the leave commenced.

Contact the Finance Director for more details.





# MINNESOTA RIVER

Area Agency on Aging®

## 2017 FINANCE COMMITTEE SCHEDULE\*

<u>Date</u>	<u>Time</u>	<u>Notes</u>	<u>Location</u>
February 15	Immediately following Board Meeting		TBD
May 10	9:00 a.m.	Preliminary 990 Tax Return	Conference Call
July 19	Immediately following Board Meeting		TBD
Sept. 20	Immediately following Board Meeting	Area Plan	TBD
October 11	9:00 a.m.	Salary and Benefits	Conference Call
December 13	Immediately following Board Meeting	Program Operations Committee Recap/Comments	TBD

## 2017 AUDIT COMMITTEE SCHEDULE\*

<u>Date</u>	<u>Time</u>	<u>Notes</u>	<u>Location</u>
January 18	9:00 a.m.		TBD
April 12	9:00 a.m.		TBD

\*Dates subject to change upon notice



- Committee:** Finance
- Time Period Report Covers:** January 1, 2016 – December 14, 2016
- Committee Chair:** Amy Wilde
- Committee Members:** Robert Roesler, Lisa Lange, DuWayne Underthun (through 6/30/16), Maureen Melgaard-Schneider (through 6/30/16), Staff: Linda Giersdorf and Joyce Prahm
- Main Committee Objectives:** Plan, develop, implement, monitor and evaluate the agency's policies and programs for funding. Review the proposed agency budget prior to Board presentation. For full Finance Committee details refer to Board Policy section 8.12.

Summary of recent accomplishments and current activities:

- Met seven times
- 2015 990 tax return review and approval
- Cash flow evaluation, revenue recognition, Title III carryover review
- Monitoring of 2016 financial position
- Community Living Specialists mileage
- 2017 financial considerations, Area Plan budgets and staff salaries, benefits including health insurance
- Resolution of dollars owed to Region Nine Development Commission
- Agency compensation philosophy
- Agency credit limits

List of activities in progress and upcoming events/discussions:

- Community Living Specialists mileage



MINNESOTA RIVER  
Agency on Aging

# CONFERENCE/WORKSHOP REQUEST FORM

Submit completed form to your supervisor.  
Out-of-state travel requires board approval prior to the event.  
For the Training Attendance Policy, reference Appendix G in the Employee Handbook.

Employee Name: Joyce Prahm  
*(how it should appear on registration/name tag)*

Date of Request: 12/7/16

Title of Event: GMS Summit 2017

Location: San Diego, California

Date(s) of Event: May 21-24

Proposed Date(s) Absent from Work: May 21-24

Registration Deadline: Feb 10 (early bird)

Registration Website: http://www.gmsactg.com/registration.html

Description of Content: GMS is MNRAAA accounting software copany. The GMS Summit offers 30 sessions geared toward nonprofit accounting and accounting system management.

Professional Benefits Projected from Attendance: Accounting system tools and insights. Nonprofit accounting standards and requirements.

Continuing Education Credits Requested for:  RN  SW  Other  
*MNRAAA does not track your CEUs.*

Estimated Expenditures	
Registration:	<u>495</u>
Mileage:	<u>100</u>
Meals:	<u>240</u>
Parking:	<u>100</u>
Lodging:	<u>537</u>
Airfare:	<u>500</u>
Other:	<u>          </u>
<b>Total:</b>	<b><u>1972</u></b>
Proposed Funding Source: <u>Administration</u>	

Do you need Administrative Staff to register for you:  Yes  No

Do you need hotel reservations for this event:  Yes  No      Reservation date(s): \_\_\_\_\_

Do you require any special accommodations:  Yes  No      List: \_\_\_\_\_

Are any other MNRAAA staff attending this event:  Yes  No      Names: \_\_\_\_\_

Employee Signature: Joyce Prahm      Date: 12/7/16

Supervisor Signature: \_\_\_\_\_      Date: \_\_\_\_\_

Approved  Not Approved \_\_\_\_\_  
*(Reason)*

Executive Director Signature: Jinnda Mervinsky      Date: 12.7.16

Approved  Not Approved \_\_\_\_\_  
*(Reason)*

*(required for out-of-state travel)*  
Board Chair Signature: \_\_\_\_\_      Date: \_\_\_\_\_

Approved  Not Approved \_\_\_\_\_  
*(Reason)*



DEC 05 2016

Minnesota Department of **Human Services**

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November 30, 2016

Executive Director  
Minnesota River Area Agency on Aging  
201 N. Broad St. Suite 102  
Mankato, MN 56001

Re: Audit for Compliance with the Single Audit Act Amendments of 1996

Dear Executive Director:

The Department of Human Services (DHS), as a pass through grantor of federal funds, is responsible for monitoring the resolution of any material human services or cross cutting audit findings that may appear in your single audit report for the year ended December 31, 2015. This is a result of federal regulations imposed by the Single Audit Act as amended in 1996 and 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Human services audit findings are associated with the federal funding granted to your organization through DHS. Cross cutting audit findings are findings which affect multiple federal programs. Resolution of any other findings which may appear in your report is the responsibility of the state agency administering the federal program affected by those findings.

In order to comply with these federal audit requirements, DHS will request a written corrective action plan for any material human services or cross cutting findings which may appear in your audit report. If no applicable findings appear, DHS will confirm to you that no corrective action plan is required to be submitted. All single audit findings that affect federal programs must be resolved no later than six months after the audit report is accepted by the Federal Audit Clearinghouse per 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. These reviews are performed by DHS annually.

**We have reviewed the single audit report for Minnesota River Area Agency on Aging for the year ended December 31, 2015. Our review found that there are no unresolved human services or cross cutting audit findings requiring a corrective action plan at this time. Therefore, no corrective action plan will be requested.**

Thank you for your assistance in meeting these federal audit requirements. If you have any questions concerning this letter, please feel free to contact me by email at [margaret.brotherton@state.mn.us](mailto:margaret.brotherton@state.mn.us) or by phone at (651) 431-3622.

Sincerely,

Margaret Brotherton  
Single Audit Coordinator



November 7, 2016

Rhonda Hiller Fjeldberg, Contract Manager  
Minnesota River Area Agency on Aging  
P.O. Box 3367  
Mankato, MN 56002-3367

Dear Rhonda:

Lutheran Social Service Senior Nutrition Program (LSS) would like to request a change in service for the Elmore site.

On October 25<sup>th</sup>, we were informed that the Wildcat Café in Elmore, our current Diner's Club host, would be closing their restaurant as of November 6<sup>th</sup>, 2016. With less than two-week's notice, we have been able to make arrangements to move our Elmore Senior Dining program to Elmore Assisted Living, where congregate meals will be available to Elmore's Seniors as of November 7<sup>th</sup>, 2016.

The United Hospital District of Blue Earth will be providing catering service to us on a temporary basis, until the assisted living facility is able to hire a Dietary Manager and then they will provide our meals. We expect that this arrangement will continue until December 2016.

**In transition, our service in Elmore will change from a 5 days/week Diner's Club to a catered (congregate) meal site and meals will be available 3 days/week (Mondays, Wednesdays, and Fridays). When the Dietary Manager is hired for the Elmore Assisted Living, we will go back to meal service 5 days per week Monday-Friday.**

We appreciate your consideration for our request.

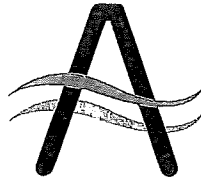
If you have any questions or need additional information, please let me know.

Sincerely,

*Monica Douglas*

Monica Douglas  
Senior Director

Administrative Office  
201 N. Broad St., Suite 102  
Mankato, MN 56001



Slayton Office  
1939 Engebretson Ave.  
Slayton, MN 56172

MINNESOTA RIVER  
Area Agency on Aging®

November 7, 2016

Monica Douglas, Senior Director  
Lutheran Social Service of Minnesota

Dear Monica,

I am writing in response to your e-mailed letter dated today in which you notified us that the Wildcat Café in Elmore, the current Diner's Club host, has notified you that they will be closing their restaurant as of November 6, 2016. In addition, you requested switching Elmore from a Diner's Club to a catered site located at the new Elmore Assisted Living facility. MNRAAA understands that due to the restaurant's closure, it is necessary for this change to occur today. We also understand that there will be a transitional period in which meals will be available three days per week and catered by United Hospital District in Blue Earth until a dietary manager is hired at the assisted living. At that time a five day per week meal service will resume.





Because the MNRAAA board of directors will not be able to consider your request until their next meeting scheduled for December 14, I am giving temporary approval of the request until the board can address it at their meeting.

Please contact Rhonda if you have any questions about the temporary approval.

Sincerely,

A handwritten signature in black ink that reads "Linda Giersdorf". The signature is written in a cursive, flowing style.

Linda Giersdorf  
Executive Director

Ph: 507.387.1256 | Fx: 507.387.6223 | [www.mnraaa.org](http://www.mnraaa.org) |    

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Service Area: Big Stone, Blue Earth, Brown, Chippewa, Cottonwood, Faribault, Jackson, Kandiyohi, Lac qui Parle, Le Sueur, Lincoln, Lyon, Martin, McLeod, Meeker, Murray, Nicollet, Nobles, Pipestone, Redwood, Renville, Rock, Sibley, Swift, Waseca, Watonwan and Yellow Medicine

**MNRAAA Finance Committee  
2016 Budget Revision/Award Increase Recommendations  
to the MNRAAA Board of Directors**

The 2017 Planning Committee recommended the Board consider authorizing MNRAAA staff to analyze 2016 Title III projects, especially rate/unit contracted projects, to determine those who will exceed their projected units and contract awards prior to the end of the year. The analysis should include determining those projects who provide priority services and do not have access to other immediate sources of funding. The projects selected should be prioritized and offered the option of submitting revised budgets reflecting revised units projected and award requests. In addition, the Planning Committee recommended retaining an adequate level of Title III carry-over funds for special needs that may arise during 2017.

The recommendation was passed by the MNRAAA board at their September 21, 2016 meeting. Staff analyzed projects as recommended and the option of a budget revision/increased award was offered to the following Title III-B projects: Legal Advocacy for Older Americans – Southern Minnesota Regional Legal Services; Volunteer Driver Program – Meeker Council on Aging; Granite Falls Intergenerational Chore Service – Yellow Medicine East Community Education; Homemaker/Chore Program – Interfaith Caregivers; and CCT Senior Transportation Program – Central Community Transit. All but the Volunteer Driver Program accepted the offer.

The Finance Committee reviewed the 2016 budget revisions/award increase requests via conference call on November 21, 2016 and made the following recommendations to the MNRAAA Board of Directors:

**1. Legal Advocacy for Older Americans Project**

2016 Original Award: 817 hours of legal assistance @ \$61.20/hour up to \$50,000 and 8 sessions of legal education @ \$250.00/session up to \$2,000 for a total award of up to \$52,000 of federal funds.

2016 Proposed Increases:

Legal Assistance: 200 hours; \$12,240 of federal funds

Legal Education: no change

**Recommendation:** Amend the 2016 contract with Southern Minnesota Regional Services for 1,017 hours of legal assistance @ \$61.20/hour up to \$62,240 and for 8 sessions of legal education @ \$250.00/session up to \$2,000 for a total award of up to **\$64,240** of federal funds.

**2. Granite Falls Intergenerational Chore Service**

2016 Original Award: 500 hours of chore services @ \$22.61/hour up to \$11,303 of federal funds.

2016 Proposed Increases:

Chore: 216 hours; \$4,887 of federal funds

**Recommendation:** Amend the 2016 contract with Yellow Medicine East Community Education for 716 hours of chore services @ \$22.61/hour up to **\$16,190** of federal funds.

**3. Homemaker/Chore Program**

2016 Original Award: 180 hours of homemaker services @ \$29.33/hour up to \$5,279 and 440 hours of chore services @ \$29.48/hour up to \$12,971 for a total award of up to \$18,250 of federal funds.

2016 Proposed Increases:

Homemaker: 320 hours; \$9,384 of federal funds

Chore: no change

**Recommendation:** Amend the 2016 contract with Interfaith Caregivers for 500 hours of homemaker services @ \$29.33/hour up to \$14,663 and for 440 hours of chore services @ \$29.48/hour up to \$12,971 for a total award of up to **\$27,634** of federal funds.

**4. CCT Senior Transportation Program**

2016 Original Award: 7,900 one-way trips of transportation @ \$6.94/trip up to \$54,848 and 600 one-way trips of assisted transportation @ \$6.20/trip up to \$3,717 for a total award of up to \$58,565 of federal funds.

2016 Proposed Increases:

Transportation: 1,322 one-way trips; \$9,126 of federal funds

Assisted Transportation: 553 one-way trips; \$3,432 of federal funds

**Recommendation:** Amend the 2016 contract with Central Community Transit for 9,222 one-way trips of transportation @ \$6.94/trip up to \$63,974 and for 1,153 one-way trips of assisted transportation @ \$6.20/trip up to \$7,149 for a total award of up to **\$71,123** of federal funds.

**Total 2016 Title III-B Award Increase Recommended: \$39,069**