

**AITKIN COUNTY HEALTH & HUMAN SERVICES
BOARD MEETING AGENDA
February 26, 2013**

- 9:05 A.M.**
- I. Attendance**
 - II. Approval of Health & Human Services Board Agenda**
 - III. Review January 22, 2013 Health & Human Service Board Minutes**
 - IV. Review Bills**
 - V. General/Miscellaneous Information for Board Action**
 - A. H&HS Advisory Board**
 - 1. Appointment of Candidate to the Health & Human Services Advisory Committee (See Attachments):
New Member Applications: Kari Paulsen - District 2**
 - B. Statistics – Tom Burke**
 - VI. FYI**
 - A. Fraud Prevention Investigation Report for Aitkin County - FYI**
 - B. NACO – Tom Burke**
 - C. Charter Agreement Governing Participation in a Seven-County Region 3 Human Service Redesign Project for Electronic Document Management (E-Docs) of Income Maintenance Programs – Tom Burke**
 - D. Estimated County MA Caseload Distribution – Tom Burke**
 - VII. Contracts:**
 - A. 2013 Family Planning Contract between ACHHS and Riverwood HealthCare Center for the period January 1, 2013 to December 31, 2013**
 - B. Contract to Participate in the Local Collaborative Time Study Between State of MN acting through DHS and Aitkin County, acting thru H&HS for the period July 1, 2012 through June 30, 2017.**
 - C. Home & Community-Based Waiver Services Contract between Aitkin County H&HS and:**
 - 1. Recover Health of Minnesota, Minnetonka, MN, for the period January 1, 2013 through June 30, 2016.**
 - 2. Dayspring Supportive Living Services, Inc. for the period March 1, 2013 through June 30, 2015.**
 - VIII. Administrative Reports:**
 - A. Caseload Update & Graph – Eileen Foss, Income Maintenance Supervisor**
 - B. Financial & Transportation Reports – Kathy Ryan, Fiscal Supervisor**
 - 1. Adult Mental Health Grants – Notice of Award from DHS**
 - IX. Committee Reports from Commissioners**
 - A. H&HS Advisory Committee - Commissioners Westerlund and/or Marcotte Meeting updates from Committee Members: Bob Lewis & Roberta Elvecrog
Draft copy of the Minutes of the February 6th meeting.**
 - B. AEOA / NEMOJT Committee Updates – Commissioner Napstad**
 - C. CJI (Children’s Justice Initiative) – Commissioner Westerlund**
 - X. Break at 9:50 a.m. for _____ minutes Next Meeting – March 26, 2013**

**AITKIN COUNTY HEALTH & HUMAN SERVICES
BOARD MEETING MINUTES
January 22, 2013**

I. Attendance

The Aitkin County Board of Commissioners met this 22nd day of January, 2013, at 9:05 a.m. as the Aitkin County Health & Human Services Board, with the following members present: Chairperson Commissioner Mark Wedel; Commissioners Anne Marcotte, Brian Napstad, Don Niemi, and Laurie Westerlund; and others present included: County Administrator Patrick Wussow; H&HS Director Tom Burke; Staff Members Susan Cebelinski and Sue Tange, Social Services Supervisors; Kathleen Ryan, Fiscal Supervisor; Eileen Foss, Income Maintenance Supervisor; Sue Bingham, Acting Clerk to the Health & Human Services Board; and guests; Roberta Elvecrog, DAC & HHS Advisory; Vernon Awes and Jim Carlson, HHS Advisory Members; Nanci Sauerbrau, Aitkin Independent Age; Bob Harwarth, Guest.

II. Approval of Health & Human Services Board Agenda

Motion by Commissioner Marcotte, seconded by Commissioner Niemi, and carried; the vote was to approve the agenda as mailed/posted.

III. Review December 18, 2012 Health & Human Service Board Minutes

Motion by Commissioner Westerlund, seconded by Commissioner Napstad, and carried; the vote was to approve the December 18, 2012 Health & Human Services Board Meeting Minutes as mailed/posted.

IV. Review Bills

Motion by Commissioner Napstad, seconded by Commissioner Marcotte, and carried; the vote was to approve the Bills as presented this date.

V. General/Miscellaneous Information

A. TANF (Temporary Assistance for Needy Families) – Eileen Foss reviewed the numbers presented in the handout, as well as the “Work Will Always Pay...with MFIP” handout. Eileen noted that a “Bridges Out of Poverty” workshop will be presented in Aitkin on June 13, 2013, at a site to yet be determined.

B. H&HS Advisory Board

1. Appointment of Candidates to the Health & Human Services Advisory Committee (See Attachments):

New Member Applications:

a. Robert Marcum - District 3

b. Beverly Mensing – District 3

Motion by Commissioner Westerlund, seconded by Commissioner Niemi, and carried; the vote was to approve and appoint Robert Marcum and Beverly Mensing to the Health & Human Services Advisory Committee representing District 3.

2. Appointment of David Leaf as the Chairperson and Cheryl Meld as the Vice-Chair per election by members at the January 9, 2013 meeting.

Motion by Commissioner Niemi, seconded by Commissioner Napstad, and carried; the vote was to approve and authorize David Leaf to serve as Chairperson of the Health & Human Services Advisory Committee and Cheryl Meld to serve as Vice-Chair of the Health & Human Services Advisory Committee.

C. Statewide Health Improvement Program (SHIP) Health Reform – FYI – Tom Burke commented that this is an update noting that AMC is very active on the SHIP and it is listed as

one of our legislative priorities for Health & Human Services. Right now we have a lot of SHIP activity going on in the McGregor area and previously in the Aitkin area.

VI. Contracts:

A. Detoxification Services Contract between ACHHS and Central Minnesota Mental Health Center for the period January 1, 2013 through December 31, 2013.

Motion by Commissioner Napstad, seconded by Commissioner Westerlund, and carried; the vote was to approve and authorize the Board Chair to sign the Detoxification Services Contract between ACHHS and Central Minnesota Mental Health Center for the period January 1, 2013 through December 31, 2013.

VII. Administrative Reports:

A. Caseload Update & Graph – Eileen Foss, Income Maintenance Supervisor, reviewed the Caseload information.

B. Financial & Transportation Reports – Kathy Ryan, Fiscal Supervisor, noted they are still posting end of the year 2012 information so this report does not reflect the final numbers.

VIII. Joint Powers Board Reports:

A. Tri-County Community Health Services Board (CHS) – Commissioner Westerlund / Tom Burke / Cynthia Bennett Minutes of the December 13, 2012 meeting. Commissioner Westerlund noted that she attended the meeting via ITV. Cynthia is now going to be the Administrator for the CHS Board (Aitkin, Itasca, Koochiching). Tom Burke noted that the electronic system will be in place in the next few months.

IX. Committee Reports from Commissioners

- A. H&HS Advisory Committee** - Commissioners Westerlund and/or Marcotte Meeting updates from Committee Members: Vernon Awes & Jim Carlson **Minutes of the January 9th meeting.** Vern Awes noted that a sub-committee has been formed to look at the Statute governing the Advisory Committee to make sure the committee is aligned with the Mission Statement and By-Laws. Jim Carlson provided a summary of the Operation Christmas Program. Commissioner Westerlund also noted that Aileen DeMenge from the Workforce Center gave an excellent presentation at the last meeting.
- B. AEOA / NEMOJT Committee Updates** – Commissioner Napstad noted that NEMOJT did not meet this past month. AEOA met to go over their yearend wrap-up. He noted that AEOA is a \$30 million dollar block grant organization and they are concerned that their dollars may be cut in the coming year. Updates & discussion on the schedule.
- C. CJI (Children’s Justice Initiative)** – Commissioner Westerlund and Sue Tange discussed the outcome/presentation at the recent meeting.
- D. MRCC (MN Rural County Caucauses)** – Commissioner Marcotte discussed the Vulnerable Children and Adult’s formula. Noted that AMC was involved and the AMC Board voted to support a three year rolling average for vulnerable Children and Adult Act Funding rather than a one year snapshot and to urge more funding for the program and that the Board cannot take a position on the funding formula itself.

X. Break at 10:12 a.m. for 10 minutes Next Meeting – February 26, 2013

The Statistical Reports for the fourth quarter of 2012 for Income Maintenance, Social Services and Public Health were included in this packet.

Aitkin County

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



<u>Vendor Name</u>	<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>	<u>Rpt</u>	<u>Amount</u>	<u>Warrant Description</u>	<u>Service Dates</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
								<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
86222 Aitkin Independent Age									
1		05-400-440-0410-6231			43.62	BOARD MINUTES 8/28-12/18/12			Services Or Contracts
2		05-400-440-0410-6231			21.60	FEMA NOTICE			Services Or Contracts
4		05-400-440-0410-6231			4.50	AGENCY SUBSCRIPTION(1YR)			Services Or Contracts
5		05-400-440-0410-6231			30.00	PH SUBSCRIPTION(1YR)			Services Or Contracts
1		05-420-600-4800-6231			110.51	BOARD MINUTES 8/28-12/18/12			Services Or Contracts
2		05-420-600-4800-6231			54.72	FEMA NOTICE			Services Or Contracts
4		05-420-600-4800-6231			11.40	AGENCY SUBSCRIPTION(1YR)			Services Or Contracts
1		05-430-700-4800-6231			136.69	BOARD MINUTES 8/28-12/18/12			Services Or Contracts
2		05-430-700-4800-6231			67.68	FEMA NOTICE			Services Or Contracts
4		05-430-700-4800-6231			14.10	AGENCY SUBSCRIPTION(1YR)			Services Or Contracts
3		05-430-720-3020-6069			60.00	CHILD CARE ADVERTISING			Community Ed & Prevent/Advertising
						01/16/2013	01/19/2013		
86222 Aitkin Independent Age					554.82	11 Transactions			
8239 Ameripride Linen & Apparel Services									
6		05-400-440-0410-6405			4.56	CLEANING SUPPLIES		2200332366	Supplies-Computer/Office/Meeting
6		05-420-600-4800-6405			11.54	CLEANING SUPPLIES		2200332366	Supplies-Computer/Office/Meeting
6		05-430-700-4800-6405			14.28	CLEANING SUPPLIES		2200332366	Supplies-Computer/Office/Meeting
8239 Ameripride Linen & Apparel Services					30.38	3 Transactions			
12106 Antoine Electric									
47		05-400-440-0410-6231			10.09	REPLACE 3 LAMP BALLAST		13221	Services Or Contracts
47		05-420-600-4800-6231			25.54	REPLACE 3 LAMP BALLAST		13221	Services Or Contracts
47		05-430-700-4800-6231			31.59	REPLACE 3 LAMP BALLAST		13221	Services Or Contracts
12106 Antoine Electric					67.22	3 Transactions			
91007 Applied Professional Services									
7		05-420-640-4800-6379			54.00	IVD SERVICE 001419879601		16501	Other Iv-D Charges
91007 Applied Professional Services					54.00	1 Transactions			
10460 Brainerd Dispatch-Circulation Dept									
8		05-400-440-0410-6231			24.60	AGENCY SUBSCRIPTION(52 WKS)			Services Or Contracts
8		05-420-600-4800-6231			62.32	AGENCY SUBSCRIPTION(52 WKS)			Services Or Contracts
8		05-430-700-4800-6231			77.08	AGENCY SUBSCRIPTION(52 WKS)			Services Or Contracts
10460 Brainerd Dispatch-Circulation Dept					164.00	3 Transactions			
5398 CDW Government, Inc									

Aitkin County



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<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On</u>	<u>Bhf #</u>	<u>On Behalf of Name</u>
9	05-400-440-0410-6405		19.23	AGENCY-WIRELESS MICE	W990825		Supplies-Computer/Office/Meeting
9	05-420-600-4800-6405		48.72	AGENCY-WIRELESS MICE	W990825		Supplies-Computer/Office/Meeting
9	05-430-700-4800-6405		60.25	AGENCY-WIRELESS MICE	W990825		Supplies-Computer/Office/Meeting
5398	CDW Government, Inc		128.20	3 Transactions			
1265	Dakota Co Sheriff						
45	05-420-640-4800-6379		65.00	IVD SERVICE 0011432167-01			Other Iv-D Charges
1265	Dakota Co Sheriff		65.00	1 Transactions			
88628	Dalco						
10	05-400-440-0410-6405		30.29	CLEANING SUPPLIES	2560875		Supplies-Computer/Office/Meeting
10	05-420-600-4800-6405		76.74	CLEANING SUPPLIES	2560875		Supplies-Computer/Office/Meeting
10	05-430-700-4800-6405		94.91	CLEANING SUPPLIES	2560875		Supplies-Computer/Office/Meeting
88628	Dalco		201.94	3 Transactions			
88880	Datacomm Computers & Networks Inc						
11	05-400-440-0410-6405		10.42	UPS BATTERY REPLACEMENT	6529		Supplies-Computer/Office/Meeting
11	05-420-600-4800-6405		26.40	UPS BATTERY REPLACEMENT	6529		Supplies-Computer/Office/Meeting
11	05-430-700-4800-6405		32.65	UPS BATTERY REPLACEMENT	6529		Supplies-Computer/Office/Meeting
88880	Datacomm Computers & Networks Inc		69.47	3 Transactions			
11051	Department of Human Services						
51	05-420-610-4100-6011	P	18.75	MAXIS-AFDC-DEC'12			County Share-Afdc/Mfip
52	05-420-610-4100-6011	P	37.50	MAXIS-MFIP TANF CASH-DEC'12			County Share-Afdc/Mfip
53	05-420-620-4100-6011	P	25.00	MAXIS-GA-DEC'12			County Share - Ga
63	05-420-620-4400-6025		10.00	MCRE/GAMC/NON RES RECIP-JAN'13			State Share-GAMC
54	05-420-630-4100-6011	P	154.00	MAXIS-FS-DEC'12			County Share-Food Support
48	05-420-650-4400-6025		7,070.74	MA ESTATE-JAN'13			State/Fed Share - MA
49	05-420-650-4400-6025		1,409.22	MA LTC UN 65-JAN'13			State/Fed Share - MA
50	05-420-650-4400-6025		225.00	MA/MNCARE RECIP-INELIG-JAN'13			State/Fed Share - MA
11051	Department of Human Services		8,950.21	8 Transactions			
11984	edocument Resources LLC						
12	05-420-600-4800-6231	P	599.27	EDOCS-TRAVEL EXPENSES	503999		Services Or Contracts
				10/31/2012 11/30/2012			
13	05-420-600-4800-6231		6,538.69	EDOCS PROFESSIONAL SERVICES	504079		Services Or Contracts
				01/02/2013 01/31/2013			

Aitkin County



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								<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
	11984	edocument Resources LLC			7,137.96	2 Transactions			
	11889	Honeywell International Inc.							
14		05-400-440-0410-6231			162.27	PH-HEATING SERVICE		5225327326	Services Or Contracts
14		05-420-600-4800-6231			411.08	PH-HEATING SERVICE		5225327326	Services Or Contracts
14		05-430-700-4800-6231			508.45	PH-HEATING SERVICE		5225327326	Services Or Contracts
	11889	Honeywell International Inc.			1,081.80	3 Transactions			
	2340	Hyytinen Hardware Hank							
15		05-400-440-0410-6405			16.02	AGENCY SUPPLIES			Supplies-Computer/Office/Meeting
15		05-420-600-4800-6405			40.59	AGENCY SUPPLIES			Supplies-Computer/Office/Meeting
15		05-430-700-4800-6405			50.20	AGENCY SUPPLIES			Supplies-Computer/Office/Meeting
	2340	Hyytinen Hardware Hank			106.81	3 Transactions			
	12492	LexisNexis Risk Data Management							
16		05-430-700-4800-6231			116.00	SERVICES-JAN'13		1598721-201301	Services Or Contracts
	12492	LexisNexis Risk Data Management			116.00	1 Transactions			
	89079	McGregor Area Ambulance Service							
17		05-400-401-0000-6812			1,555.00	AMBULANCE RUNS-JAN'13			Mcgregor Area Ambulance
	89079	McGregor Area Ambulance Service			1,555.00	1 Transactions			
	89078	Mille Lacs Health System							
55		05-400-401-0000-6814			40.00	AMBULANCE-JAN'13			Isle Ambulance/Mille Lacs Health System
	89078	Mille Lacs Health System			40.00	1 Transactions			
	89765	Minnesota Elevator Service							
18		05-400-440-0410-6231			22.76	ELEVATOR SERVICE-FEB'13			Services Or Contracts
18		05-420-600-4800-6231			57.67	ELEVATOR SERVICE-FEB'13			Services Or Contracts
18		05-430-700-4800-6231			71.33	ELEVATOR SERVICE-FEB'13			Services Or Contracts
	89765	Minnesota Elevator Service			151.76	3 Transactions			
	12449	NEOPOST GREAT PLAINS							
19		05-400-440-0410-6405			68.29	INK CARTRIDGE-MAIL MACHINE		GP4R4080	Supplies-Computer/Office/Meeting
19		05-420-600-4800-6405			173.01	INK CARTRIDGE-MAIL MACHINE		GP4R4080	Supplies-Computer/Office/Meeting
19		05-430-700-4800-6405			213.99	INK CARTRIDGE-MAIL MACHINE		GP4R4080	Supplies-Computer/Office/Meeting

Aitkin County

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12449	NEOPOST GREAT PLAINS		455.29	3 Transactions	
89081	North Ambulance Brainerd				
20	05-400-401-0000-6809		2,385.00	AMBULANCE RUNS-JAN'13	No. Memorial Ambulance-Aitkin
89081	North Ambulance Brainerd		2,385.00	1 Transactions	
86235	Office Shop Inc/The				
21	05-400-440-0410-6405		5.15	AGENCY-STAMP PADS	Supplies-Computer/Office/Meeting
25	05-400-440-0410-6231		26.25	LIBRARY COPIER CONTRACT	Services Or Contracts
				01/30/2013 01/30/2013	330S
28	05-400-440-0410-6405		16.83	OSS-FAX MACHINE TONER	Supplies-Computer/Office/Meeting
				01/31/2013 01/31/2013	HO FX-8
26	05-400-440-0410-6405		69.14	ACCTG PRNTR TONER	Supplies-Computer/Office/Meeting
				01/03/2013 01/03/2013	IM 28P2010
27	05-400-440-0410-6405		37.17	ACCTG-LASER-MICR TONER	Supplies-Computer/Office/Meeting
				01/14/2013 01/14/2013	IM 75P6960
23	05-400-440-0410-6231		24.47	MAILROOM-COPIER CONTRACT	Services Or Contracts
				01/29/2013 01/29/2013	IR 6065
24	05-400-440-0410-6231		313.50	MAIL ROOM COPIER CONTRACT	Services Or Contracts
				01/30/2013 01/30/2013	IR 6065
22	05-400-440-0410-6231		75.92	OSS-COPIER CONTRACT	Services Or Contracts
				01/29/2013 01/29/2013	IRC 5035
21	05-420-600-4800-6405		13.06	AGENCY-STAMP PADS	Supplies-Computer/Office/Meeting
25	05-420-600-4800-6231		66.50	LIBRARY COPIER CONTRACT	Services Or Contracts
				01/30/2013 01/30/2013	330S
30	05-420-600-4800-6405		96.18	IM-TONER CARTRIDGE(E.FOSS)	Supplies-Computer/Office/Meeting
				01/17/2013 01/17/2013	CD505A
28	05-420-600-4800-6405		42.64	OSS-FAX MACHINE TONER	Supplies-Computer/Office/Meeting
				01/31/2013 01/31/2013	HO FX-8
26	05-420-600-4800-6405		175.16	ACCTG PRNTR TONER	Supplies-Computer/Office/Meeting
				01/03/2013 01/03/2013	IM 28P2010
27	05-420-600-4800-6405		94.17	ACCTG-LASER-MICR TONER	Supplies-Computer/Office/Meeting
				01/14/2013 01/14/2013	IM 75P6960
23	05-420-600-4800-6231		61.99	MAILROOM-COPIER CONTRACT	Services Or Contracts
				01/29/2013 01/29/2013	IR 6065
24	05-420-600-4800-6231		794.20	MAIL ROOM COPIER CONTRACT	Services Or Contracts
				01/30/2013 01/30/2013	IR 6065
22	05-420-600-4800-6231		192.33	OSS-COPIER CONTRACT	Services Or Contracts
					IRC 5035

Aitkin County



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21	05-430-700-4800-6405		16.15	01/29/2013 01/29/2013	Supplies-Computer/Office/Meeting
25	05-430-700-4800-6231		82.25	LIBRARY COPIER CONTRACT	330S Services Or Contracts
29	05-430-700-4800-6405		61.97	01/30/2013 01/30/2013	Supplies-Computer/Office/Meeting
28	05-430-700-4800-6405		52.74	01/14/2013 01/14/2013	Supplies-Computer/Office/Meeting
26	05-430-700-4800-6405		216.64	01/31/2013 01/31/2013	Supplies-Computer/Office/Meeting
27	05-430-700-4800-6405		116.47	01/03/2013 01/03/2013	Supplies-Computer/Office/Meeting
23	05-430-700-4800-6231		76.68	01/14/2013 01/14/2013	Supplies-Computer/Office/Meeting
24	05-430-700-4800-6231		982.30	ACCTG PRNTR TONER	IM 28P2010 Services Or Contracts
22	05-430-700-4800-6231		237.89	01/29/2013 01/29/2013	Supplies-Computer/Office/Meeting
86235	Office Shop Inc/The		3,947.75	01/03/2013 01/03/2013	IM 75P6960 Services Or Contracts
				01/29/2013 01/29/2013	IRC 5035 Services Or Contracts
				26 Transactions	
	3810 Paulbeck's County Market				
31	05-400-440-0410-6405		6.78	AGENCY SUPPLIES	Supplies-Computer/Office/Meeting
31	05-420-600-4800-6405		17.18	AGENCY SUPPLIES	Supplies-Computer/Office/Meeting
31	05-430-700-4800-6405		21.25	AGENCY SUPPLIES	Supplies-Computer/Office/Meeting
	3810 Paulbeck's County Market		45.21	3 Transactions	
	84172 Riverwood Healthcare Center				
34	05-400-430-0407-6262		422.10	FAM PLAN-PG TEST	Family Planning Approp
	84172 Riverwood Healthcare Center		422.10	1 Transactions	
	5774 Riverwood Healthcare Clinic				
32	05-400-430-0407-6262	P	23.40	BIRTH CTRL	Family Planning Approp
				05/15/2012 07/31/2012	
33	05-400-430-0407-6262	P	183.60	OFFICE VISIT	Family Planning Approp
				11/07/2012 12/03/2012	
35	05-400-430-0407-6262		103.50	FAM PLAN-DEPO INJ/OFFICE VISIT	Family Planning Approp
	5774 Riverwood Healthcare Clinic		310.50	3 Transactions	

Aitkin County



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								<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
4233 S & T Office Products Inc									
56	05-400-440-0410-6405				23.09	OFFICE SUPPLIES			Supplies-Computer/Office/Meeting
56	05-420-600-4800-6405				58.51	OFFICE SUPPLIES			Supplies-Computer/Office/Meeting
58	05-420-640-4800-6405				65.34	CS-SUPPLIES			Supplies-Computer/Office/Meeting
56	05-430-700-4800-6405				72.37	OFFICE SUPPLIES			Supplies-Computer/Office/Meeting
57	05-430-700-4800-6405				90.89	SS-FC PARENTING BOOKS(DEB J)			Supplies-Computer/Office/Meeting
4233 S & T Office Products Inc					310.20	5 Transactions			
86177 Sheriff Aitkin County									
59	05-420-600-4800-6265		P		408.78	FRAUD-JULY-SEPT'12		15	Sheriff - Fraud Investigation
60	05-420-600-4800-6265		P		112.50	FRAUD-OCT-DEC'12		16	Sheriff - Fraud Investigation
62	05-430-720-3980-6020				20.00	DAYCARE BKGRD CHECK		24	License And Resource Development
61	05-430-720-3980-6020				30.00	DAYCARE BKGRD CHECK		5	License And Resource Development
86177 Sheriff Aitkin County					571.28	4 Transactions			
86474 Sheriff Carlton County									
36	05-420-640-4800-6379				40.00	IVD SERVICE 001404697-08		1320047	Other Iv-D Charges
86474 Sheriff Carlton County					40.00	1 Transactions			
86944 Sheriff Crow Wing County									
44	05-420-640-4800-6379				75.00	IVD SERVICE 0010917389-01		76171	Other Iv-D Charges
86944 Sheriff Crow Wing County					75.00	1 Transactions			
86029 Sheriff Sherburne County									
46	05-420-640-4800-6379				35.50	IVD SERVICE 0014254450-02		130193	Other Iv-D Charges
86029 Sheriff Sherburne County					35.50	1 Transactions			
88859 Spee*Dee-St Cloud									
37	05-420-600-4800-6231				286.00	IM SERVICE			Services Or Contracts
						01/03/2013	02/04/2013		
88859 Spee*Dee-St Cloud					286.00	1 Transactions			
11607 Thrifty White Pharmacy-Aitkin									
38	05-400-430-0407-6262				20.99	FAM PLAN-BIRTH CTRL			Family Planning Approp
						01/23/2013	01/23/2013		
11607 Thrifty White Pharmacy-Aitkin					20.99	1 Transactions			

Aitkin County



<u>Vendor Name</u>		<u>Rpt</u>	<u>Warrant Description</u>		<u>Invoice #</u>	<u>Account/Formula Description</u>	
<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>	
39	11608 Thrifty White Pharmacy-Mcgregor 05-400-430-0407-6262	P	197.95	FAM PLAN-BIRTH CTRL 11/07/2012		Family Planning Approp	
40	05-400-430-0407-6262		25.98	FAM PLAN-BIRTH CTRL 01/03/2013		Family Planning Approp	
41	05-400-430-0407-6262		51.99	FAM PLAN-BIRTH CTRL 01/10/2013		Family Planning Approp	
	11608 Thrifty White Pharmacy-Mcgregor		275.92	3 Transactions			
	10930 Tidholm Productions						
42	05-400-440-0410-6405		158.91	ENVELOPES	6104 4086	Supplies-Computer/Office/Meeting	
42	05-420-600-4800-6405		402.58	ENVELOPES	6104 4086	Supplies-Computer/Office/Meeting	
42	05-430-700-4800-6405		497.93	ENVELOPES	6104 4086	Supplies-Computer/Office/Meeting	
	10930 Tidholm Productions		1,059.42	3 Transactions			
	5174 Voss Lighting						
43	05-400-440-0410-6405		3.02	LEAD ACID BATTERY	15218808-00	Supplies-Computer/Office/Meeting	
43	05-420-600-4800-6405		7.66	LEAD ACID BATTERY	15218808-00	Supplies-Computer/Office/Meeting	
43	05-430-700-4800-6405		9.47	LEAD ACID BATTERY	15218808-00	Supplies-Computer/Office/Meeting	
	5174 Voss Lighting		20.15	3 Transactions			
Final Total			30,734.88	33 Vendors	113 Transactions		

Aitkin County

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



<u>Vendor Name</u>	<u>Accr</u>	<u>Rpt</u>	<u>Amount</u>	<u>Warrant Description</u>	<u>Service Dates</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
No. Account/Formula						Paid On Bhf #	On Behalf of Name
47	6094 AADA		90.00	Supervised visit/phone contact	01/02/2013 01/16/2013		Court Related Services & Activities
56	05- 430- 710- 3650- 6027		540.00	Supervised parent visits for f	01/15/2013 01/30/2013		Serv For Concurrent Perm Plan
	6094 AADA		630.00	2 Transactions			
19	8125 BACKSTROM/MARILYN		70.00	Public guardianship	02/01/2013 02/14/2013		Public Guardianship Dd
20	05- 430- 750- 3950- 6020		8.75	Public guardianship	01/01/2013 01/31/2013		Public Guardianship Dd
25	05- 430- 750- 3950- 6020		61.25	Public guardianship	02/01/2013 02/14/2013		Public Guardianship Dd
26	05- 430- 750- 3950- 6020		8.75	Public guardianship	01/01/2013 01/31/2013		Public Guardianship Dd
	8125 BACKSTROM/MARILYN		148.75	4 Transactions			
22	9791 BIEGANEK/JOAN M		105.00	Guardianship/Conservator Activ	01/01/2013 01/31/2013		Guardianship/Conservatorship
	05- 430- 760- 3950- 6020			1 Transactions			
	9791 BIEGANEK/JOAN M		105.00				
46	87866 Catholic Charities- Diocese Of St Cloud		1,012.50	Adult outpatient diagnostic as	01/02/2013 01/03/2013		Adult Outpat Diagnostic Assess/Psyc
49	05- 430- 745- 3085- 6020		77.20	Adult outpatient diagnostic as	01/10/2013 01/10/2013		Adult Outpat Diagnostic Assess/Psyc
50	05- 430- 745- 3085- 6020		150.00	Adult outpatient diagnostic as	01/10/2013 01/10/2013		Adult Outpat Diagnostic Assess/Psyc
	87866 Catholic Charities- Diocese Of St Cloud		1,239.70	3 Transactions			
68	87882 Central MN Mental Health Ctr		975.00	Detoxification (Category I)	01/03/2013 01/19/2013		Detoxification - Other
	05- 430- 730- 3710- 6080			1 Transactions			
	87882 Central MN Mental Health Ctr		975.00				
	89203 CORE PROFESSIONAL SERVICES, PA						

Aitkin County

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



<u>Vendor Name</u>	<u>Accr</u>	<u>Rpt</u>	<u>Amount</u>	<u>Warrant Description</u>	<u>Service Dates</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No. Account/Formula</u>						<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
23	05-430-745-3090-6050		315.00	Pre-petition screening/hearing	01/30/2013 01/30/2013		Pre-Petition Screening/Hearing
52	05-430-745-3090-6050		382.50	Pre-petition screening/hearing	02/05/2013 02/05/2013		Pre-Petition Screening/Hearing
89203	CORE PROFESSIONAL SERVICES, PA		697.50	2 Transactions			
11051	Department of Human Services						
66	05-430-720-3110-6069		361.42	BSFE County Match	01/01/2013 01/31/2013		Bsf Child Care
65	05-430-720-3140-6020		31.25	MEC2 MFIP Recoveries	01/01/2013 01/31/2013		Other Child Care
67	05-430-730-3590-6072		1,347.50	CCDTF Maintenance of Effort	12/01/2012 12/31/2012		Ccdtf County % State Billings
11051	Department of Human Services		1,740.17	3 Transactions			
10145	DHS- CBHH BAXTER						
48	05-430-745-3720-6081		3,459.00	State-operated inpatient	01/29/2013 01/31/2013		State- Operated Inpatient - Rtc Or Cbhh
10145	DHS- CBHH BAXTER		3,459.00	1 Transactions			
9220	DHS- MSOP						
5	05-430-745-3721-6081		1,010.60	State-operated inpatient	01/01/2013 01/31/2013		Commitment Costs - Poor Relief
10	05-430-745-3721-6081		1,010.60	State-operated inpatient	01/01/2013 01/31/2013		Commitment Costs - Poor Relief
39	05-430-745-3721-6081		2,526.50	State-operated inpatient	01/01/2013 01/31/2013		Commitment Costs - Poor Relief
9220	DHS- MSOP		4,547.70	3 Transactions			
89965	DHS- ST PETER- SEE LIST						
12	05-430-745-3721-6081		1,714.30	State-operated inpatient	01/01/2013 01/31/2013		Commitment Costs - Poor Relief
89965	DHS- ST PETER- SEE LIST		1,714.30	1 Transactions			
91345	ELVECROG/ROBERTA C						
7	05-430-750-3950-6020		35.00	Public guardianship	01/01/2013 01/31/2013		Public Guardianship Dd
9	05-430-750-3950-6020		35.00	Public guardianship			Public Guardianship Dd

Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No. Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf # On Behalf of Name</u>
11 05- 430- 750- 3950- 6020		105.00	01/01/2013 01/31/2013	Public Guardianship Dd
91345 ELVECROG/ROBERTA C		175.00	01/01/2013 01/31/2013 3 Transactions	
10030 GORDON/DOROTHY				
28 05- 430- 710- 3820- 6040		87.00	02/01/2013 02/28/2013	Relative Custody Assistance
10030 GORDON/DOROTHY		87.00	02/01/2013 02/28/2013 1 Transactions	
11589 Lutheran Social Service of MN- Mankato				
1 05- 430- 750- 3950- 6020		137.84	01/08/2013 01/30/2013	Public Guardianship Dd
11589 Lutheran Social Service of MN- Mankato		137.84	01/08/2013 01/30/2013 1 Transactions	
11072 Lutheran Social Service Of Mn- St Paul				
14 05- 430- 760- 3950- 6020		87.88	01/03/2013 01/30/2013	Guardianship/Conservatorship
11072 Lutheran Social Service Of Mn- St Paul		87.88	01/03/2013 01/30/2013 1 Transactions	
86058 Martin/Patricia				
21 05- 430- 760- 3950- 6020		105.00	01/01/2013 01/31/2013	Guardianship/Conservatorship
86058 Martin/Patricia		105.00	01/01/2013 01/31/2013 1 Transactions	
91221 McCormick/John				
13 05- 430- 710- 3820- 6040		192.26	02/01/2013 02/28/2013	Relative Custody Assistance
91221 McCormick/John		192.26	02/01/2013 02/28/2013 1 Transactions	
12524 Mille Lacs Band of Ojibwe Indians				
54 05- 430- 745- 3430- 6050		795.87	03/01/2013 05/31/2013	Housing Subsidy
12524 Mille Lacs Band of Ojibwe Indians		795.87	03/01/2013 05/31/2013 1 Transactions	
8819 Mille Lacs Energy Coop- Aitkin				
53 05- 430- 745- 3430- 6050		402.00		Housing Subsidy

Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No. Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf # On Behalf of Name</u>
8819 Mille Lacs Energy Coop- Aitkin		402.00	03/01/2013 05/31/2013 1 Transactions	
2 9759 MISQUADACE/ANITA 05- 430- 710- 3820- 6040		149.89	02/01/2013 02/28/2013	Relative Custody Assistance
3 05- 430- 710- 3820- 6040		149.89	02/01/2013 02/28/2013	Relative Custody Assistance
4 05- 430- 710- 3820- 6040		149.89	01/01/2013 01/31/2013	Relative Custody Assistance
16 05- 430- 710- 3820- 6040		163.02	02/01/2013 02/28/2013	Relative Custody Assistance
9759 MISQUADACE/ANITA		612.69	4 Transactions	
37 10593 Morrison/Debra 05- 430- 710- 3820- 6040		64.29	02/01/2013 02/28/2013	Relative Custody Assistance
38 05- 430- 710- 3820- 6040		64.29	02/01/2013 02/28/2013	Relative Custody Assistance
10593 Morrison/Debra		128.58	2 Transactions	
40 6072 NORTH HOMES INC 05- 430- 710- 3630- 6020		32.00	01/01/2013 01/31/2013	Family- Based Life Mgmt Skills Services
41 05- 430- 710- 3630- 6020		140.80	01/01/2013 01/31/2013	Family- Based Life Mgmt Skills Services
42 05- 430- 710- 3630- 6020		11.00	01/01/2013 01/31/2013	Family- Based Life Mgmt Skills Services
43 05- 430- 710- 3630- 6020		102.40	01/01/2013 01/31/2013	Family- Based Life Mgmt Skills Services
44 05- 430- 710- 3630- 6020		32.00	12/01/2012 12/31/2012	Family- Based Life Mgmt Skills Services
45 05- 430- 710- 3630- 6020		140.80	12/01/2012 12/31/2012	Family- Based Life Mgmt Skills Services
6072 NORTH HOMES INC		459.00	6 Transactions	
60 10977 NORTHERN PSYCHIATRIC ASSOCIATES 05- 430- 740- 3050- 6020		605.58		Child outpatient diagnostic as Child Outpat Assess/Psyc. Testing

Aitkin County

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No. Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf # On Behalf of Name</u>
61	05- 430- 740- 3050- 6020	450.00	01/11/2013 01/11/2013	Child Outpat Assess/Psyc. Testing
63	05- 430- 740- 3900- 6020	180.00	01/11/2013 01/11/2013	Child Rule 79 Case Mgmt
55	05- 430- 745- 3090- 6050	540.00	01/04/2013 01/04/2013	Pre- Petition Screening/Hearing
64	05- 430- 745- 3340- 6071	180.00	01/31/2013 01/31/2013	Pyschosocial Rehab/Ind Living Skills Csp
62	05- 430- 745- 3910- 6020	360.00	01/04/2013 01/04/2013	Adult Rule 79 Case Mgmt
10977	NORTHERN PSYCHIATRIC ASSOCIATES	2,315.58	01/04/2013 01/04/2013	6 Transactions
8	90748 OAKRIDGE HOMES SILS 05- 430- 750- 3340- 6073	472.50	01/01/2013 01/31/2013	Semi- Independent Living Serv (Sils)
29	05- 430- 750- 3340- 6073	355.05	01/01/2013 01/31/2013	Semi- Independent Living Serv (Sils)
27	05- 430- 750- 3350- 6020	410.28	01/01/2013 01/31/2013	Family Support Program
90748	OAKRIDGE HOMES SILS	1,237.83	01/01/2013 01/31/2013	3 Transactions
31	89879 OCCUPATIONAL DEVELOPMENT CENTER 05- 430- 745- 3160- 6050	108.75	01/01/2013 01/31/2013	Adult Transportation
30	05- 430- 760- 3370- 6050	255.00	01/01/2013 01/31/2013	Employability- supported employ
89879	OCCUPATIONAL DEVELOPMENT CENTER	363.75	01/01/2013 01/31/2013	2 Transactions
51	3810 PAULBECK'S COUNTY MARKET 05- 430- 710- 3040- 6020	8.91	01/10/2013 01/10/2013	Child Protect Assess/Investigation
34	05- 430- 710- 3661- 6020	76.50	01/31/2013 01/31/2013	Triple P Activity
3810	PAULBECK'S COUNTY MARKET	85.41	01/31/2013 01/31/2013	2 Transactions
59	87514 Pine Manors Inc 05- 430- 730- 3710- 6080	1,650.00		Detoxification (Category I)
				Detoxification - Other

Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No. Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf # On Behalf of Name</u>
87514 Pine Manors Inc		1,650.00	01/06/2013 1 Transactions	01/24/2013
35 9489 REDWOOD TOXICOLOGY LABORATORY, 05-430-710-3181-6020		17.75	UA- Health- related services 01/08/2013	01/08/2013 Drug Testing - CMCC Juveniles
36 05-430-710-3181-6020		3.50	UA- Health- related services 01/08/2013	01/08/2013 Drug Testing - CMCC Juveniles
9489 REDWOOD TOXICOLOGY LABORATORY, 05-430-710-3181-6020		21.25	2 Transactions	
57 6146 RS Eden 05-430-710-3190-6020		65.75	Drug testing 01/03/2013	01/05/2013 Court Related Services & Activities
58 05-430-710-3190-6020		131.50	Drug testing 01/03/2013	01/07/2013 Court Related Services & Activities
6146 RS Eden		197.25	2 Transactions	
17 4242 RYAN & BRUCKER LTD 05-430-750-3950-6020		43.75	Public guardianship 01/01/2013	01/31/2013 Public Guardianship Dd
18 05-430-750-3950-6020		52.50	Public guardianship 12/01/2012	12/31/2012 Public Guardianship Dd
4242 RYAN & BRUCKER LTD		96.25	2 Transactions	
24 88890 SCHARRER/SHIRLEY 05-430-750-3950-6020		70.00	Public guardianship 01/01/2013	01/31/2013 Public Guardianship Dd
32 05-430-750-3950-6020		17.50	Public guardianship 01/01/2013	01/31/2013 Public Guardianship Dd
33 05-430-750-3950-6020		70.00	Public guardianship 01/01/2013	01/31/2013 Public Guardianship Dd
88890 SCHARRER/SHIRLEY		157.50	3 Transactions	
69 86177 SHERIFF AITKIN COUNTY 05-430-745-3085-6020		1,738.56	Jail Inmate MH Service- HOME HE 07/01/2012	12/31/2012 Adult Outpat Diagnostic Assess/Psyc
86177 SHERIFF AITKIN COUNTY		1,738.56	1 Transactions	

SLM1
 2/22/13 11:29AM
 Health & Human Services

Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No. Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf # On Behalf of Name</u>
15 9140 SIMAR/CANDACE 05- 430- 750- 3950- 6020		70.00	Public guardianship 01/01/2013 01/31/2013	Public Guardianship Dd
6 05- 430- 760- 3950- 6020		70.00	Guardianship/conservatorship 01/01/2013 01/31/2013	Guardianship/Conservatorship
9140 SIMAR/CANDACE		140.00	2 Transactions	
Final Total		26,443.62	32 Vendors	69 Transactions

Aitkin County

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
	5	26,443.62	Health & Human Services
All Funds		26,443.62	Total

Approved by,

.....

.....

AITKIN COUNTY HEALTH & HUMAN SERVICES
Advisory Committee
Application Form

V. - A. - 1.

NAME: Kari M. Paulsen
(First) (MI) (Last)

ADDRESS: 42593 300th Lane HOME PHONE: 218-330-4472

Aitkin, MN 56431 BUSINESS PHONE: 218-927-5623

CELL PHONE: 218-330-4472

E-MAIL ADDRESS: kpaulsen@aitkinwfc.com

EMPLOYER: NEMN Office of Job Training OCCUPATION: Career Counselor

EMPLOYER ADDRESS: 826 North 9th Street, P.O. Box 1028, Virginia, mn 55792

1. Please state your reason for applying: provide improved access & support networks for families and community members who need assistance.
2. What has been your past involvement with Public Health Services, Social Services, Financial Services and other civic and community activities: I have been providing employment services to Aitkin County MFIP, DWP, youth, dislocated workers, unemployed, and underemployed individuals for 11 years.
3. Are you able to attend meetings during the day? Yes No
Currently this committee meets at 3:30 p.m. on the first Wednesday of each month.
4. Are you able to attend at least 10 meetings each year? Yes No
5. Would you be willing to serve a one-year or two-year term?
 One-year Two-year

Signature of Applicant: Kari Paulsen Date: 2/2/13

PLEASE COMPLETE AND SUBMIT THIS APPLICATION TO:
Aitkin County Health & Human Services
Attention: Julie
204 - 1st Street NW
Aitkin, MN 56431

Questions? Call: 218-927-7200 or 1-800-328-3744

MINNESOTA OPEN APPOINTMENT ACT APPLICATION FOR SERVICE ON COUNTY/STATE AGENCY

NAME OF AGENCY OR COMMITTEE YOU WISH TO SERVE ON:

Aitkin County Health & Human Services Advisory Committee

NAME OF APPLICANT: Kari Paulsen

STREET ADDRESS OF APPLICANT:

42593 300th Lane

Aitkin, mn 56431

PHONE NUMBERS:

DAYS 218-927-5623

EVENINGS 218-330-4472

AITKIN COUNTY COMMISSIONER DISTRICT 2

Minnesota Statutes 15.0597, state that the application shall include a "statement that the nominee satisfies any legally prescribed qualifications and any other information the nominating person feels be helpful to the appointing authority." (May include employment, community service experience, or education that would be pertinent to this appointment)

I earned a Bachelor of Science from the University of MN Duluth &
a Master of Arts from the college of St. Scholastica. I have
worked as a Career Counselor for eleven years serving
unemployed and underemployed residents of Aitkin County.
I have strong collaborative relationships with Health & Human
Services, non-profits, civic organizations, and businesses. I participate
on the following committees: LAC, Homeless Coalition, Salvation Army,
and the Wilkins Lake Association. I would be honored to serve on the Advisory Committee

I, the undersigned, hereby state that I satisfy, to the best of my knowledge, all legally prescribed qualifications for the position sought.

Kari Paulsen
Signature of Applicant

2/2/13
Date

If applicant is being nominated by another person or group, the above signature indicates consent to nomination.

Is this application submitted by appointing authority? Yes No

Is this application submitted at the suggestion of appointing authority? Yes No

Please return application to the Aitkin County Health & Human Services office, located at
204 - 1st Street NW, Aitkin, MN 56431

For Office Use Only

Date Appointed: _____

Date of Term Expiration: _____

Term #: _____

**PINE REGION
FRAUD PREVENTION INVESTIGATION (FPI)
REPORT**

AITKIN COUNTY

January 5, 2010 – December 31, 2010

January 1, 2011 – December 31, 2011

January 1, 2012 – December 31, 2012

Osten Berg, Regional Fraud Investigator

Serving: Aitkin, Carlton, Kanabec & Pine Counties

130 Oriole Street E. Ste 1

Sandstone, MN. 55072

320-216-4161

AITKIN COUNTY FPI (FRAUD PREVENTION INVESTIGATION) CASES

Aitkin County is part of the Pine Region, hosted by Pine County who receives the services of a Regional Fraud Investigator. This program does not require any funds from Aitkin County or any of the other two counties to provide investigative resources on public assistance cases in which fraud is suspected. This program began in January of 2010.

The success of this program in Aitkin County as it is in the others, depends on the dedication and cooperation of the Human Services Staff. They provide the necessary information by which an investigation is initiated. Discrepancies in case information provide the basis for an investigation. While not all investigations lead to charges, or changes in a public assistance case, the other purpose of the program is to identify problems and educate clients on proper reporting requirements. Assistance in the investigations provided by the Aitkin County Sheriff, and Aitkin and Hill City Police Departments are vital to the success of the program. Cooperation from residents, businesses and others in Aitkin County helps develop information for a case that helps determine if there is a fraud issue or not.

The following information pertains to Investigations in Aitkin County since 2010.

	2010	2011	2012
<u>Cases Referred</u>	<u>33</u>	<u>26</u>	<u>20</u>
<u>Cases Completed</u>	<u>30</u>	<u>28</u>	<u>20</u>
<u>Savings</u>	<u>\$2,301</u>	<u>\$3,681</u>	<u>\$7,385</u>
<u>Disqualifications (ADH)</u>	<u>0</u>	<u>4</u>	<u>1</u>

NOTE: Savings amounts noted above are computed by the State on a one month savings. Since most benefits are lost for a one year period of time, the amount above can be multiplied by 12.

<u>Total Cases Referred to Investigator - Four Counties - 2012 -</u>	<u>220</u>
<u>Approximate Savings - Four Counties - 2012 -</u>	<u>\$62,862.00</u>
<u>Miles driven - Four Counties - 2012</u>	<u>12,000 +</u>
<u>Total Cases Referred - Four Counties since 2010</u>	<u>651</u>
<u>Approximate Savings - Four Counties since 2010</u>	<u>\$182,402</u>
<u>Miles driven - Four Counties Since 2010</u>	<u>35,000+</u>

FPI Statistical Reporting Parameters

Periods (Start/End):

County

(If you don't select a County, Report will display All Counties)

Investigator

	Total Cases	Tanf Cash	Food Support	Federal Medical	State Medical	Child Care	Other State
I. Investigations							
Referred	20	7	18	20	2	1	2
Completed	20	7	18	20	2	1	2
Pending	1	0	1	1	0	0	1
II. Discrepancies							
Absent Parent	0	0	0	0	0	0	0
Assets	1	0	1	1	0	0	0
Household Comp.	8	4	8	8	0	0	0
Income	5	0	3	5	1	0	1
Residence	8	2	7	8	2	1	1
Other	1	1	1	1	0	0	0
No Discrepancy	0	0	0	0	0	0	0
III. Case Actions							
Negative Action/Apps	0	0	0	0	0	0	0
Amount	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Negative Action/Open	11	3	9	2	0	0	2
Amount	\$7,385	\$872	\$4,753	\$948	\$0	\$0	\$812
No Change	7	3	6	7	1	1	0
Pending	3	1	3	3	0	0	0
IV. Non-ADH Overpayments							
Overpayments	2	0	2	0	0	0	0
Amount	\$292	\$0	\$292	\$0	\$0	\$0	\$0
V. ADH Activities							
Waiver Signed	1	0	1	1	0	1	1
Amount	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Refer For Hearing	0	0	0	0	0	0	0
Hearing Upheld	0	0	0	0	0	0	0
Amount	\$0	\$0	\$0	\$0	\$0	\$0	\$0
VI. Savings and Overpayment Totals							
Savings Total	\$7,385	\$872	\$4,753	\$948	\$0	\$0	\$812
Overpayment Total	\$292	\$0	\$292	\$0	\$0	\$0	\$0
VII. Criminal Referral							
Referred To Criminal	0	0	0	0	0	0	0
VIII. Average							

FPI Statistical Reporting Parameters

Periods (Start/End):

County

(If you don't select a County, Report will display All Counties)

Investigator

	Total Cases	Tanf Cash	Food Support	Federal Medical	State Medical	Child Care	Other State
I. Investigations							
Referred	26	14	24	20	1	4	3
Completed	26	15	26	22	1	4	3
Pending	2	0	2	2	0	0	2
II. Discrepancies							
Absent Parent	1	1	1	1	0	0	0
Assels	2	1	2	2	0	0	0
Household Comp.	15	11	15	12	1	3	1
Income	7	3	5	5	0	2	1
Residence	8	4	8	5	0	0	2
Other	0	0	0	0	0	0	0
No Discrepancy	2	0	2	2	0	0	0
III. Case Actions							
Negative Action/Apps	0	0	0	0	0	0	0
Amount	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Negative Action/Open	9	3	7	0	1	0	1
Amount	\$3,681	\$942	\$2,145	\$0	\$391	\$0	\$203
No Change	25	14	20	19	1	4	2
Pending	3	0	3	3	1	0	0
IV. Non-ADH Overpayments							
Overpayments	2	1	2	0	0	0	0
Amount	\$5,359	\$1,589	\$3,770	\$0	\$0	\$0	\$0
V. ADH Activities							
Waiver Signed	4	2	4	4	0	0	0
Amount	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Refer For Hearing	0	0	0	0	0	0	0
Hearing Upheld	0	0	0	0	0	0	0
Amount	\$0	\$0	\$0	\$0	\$0	\$0	\$0
VI. Savings and Overpayment Totals							
Savings Total	\$3,681	\$942	\$2,145	\$0	\$391	\$0	\$203
Overpayment Total	\$5,359	\$1,589	\$3,770	\$0	\$0	\$0	\$0
VII. Criminal Referrals							
Referred To Criminal	1	0	1	1	0	0	1
VIII. Average Days Elapsed 8 Days							

FPI Statistical Reporting Parameters

Periods (Start/End):

County:

(If you don't select a County, Report will display All Counties)

Investigator:

	Total Cases	Tanf Cash	Food Support	Federal Medical	State Medical	Chlld Care	Other State
I. Investigations							
Referred	33	14	20	28	1	4	7
Completed	30	13	17	25	1	4	6
Pending	2	0	2	2	0	0	2
II. Discrepancies							
Absent Parent	0	0	0	0	0	0	0
Assets	2	1	1	2	0	1	0
Household Comp.	9	5	5	8	1	1	0
Income	5	0	4	2	0	0	3
Residence	11	5	4	9	0	1	4
Other	3	1	2	3	0	0	0
No Discrepancy	3	1	2	3	0	0	0
III. Case Actions							
Negative Action/Apps	1	0	0	1	0	0	0
Amount	\$203	\$0	\$0	\$203	\$0	\$0	\$0
Negative Action/Open	3	2	1	1	0	0	0
Amount	\$2,098	\$1,204	\$473	\$421	\$0	\$0	\$0
No Change	19	8	13	16	0	2	5
Pending	3	0	3	3	1	0	0
IV. Non-ADH Overpayments							
Overpayments	0	0	0	0	0	0	0
Amount	\$0	\$0	\$0	\$0	\$0	\$0	\$0
V. ADH Activities							
Waiver Signed	0	0	0	0	0	0	0
Amount	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Refer For Hearing	0	0	0	0	0	0	0
Hearing Upheld	0	0	0	0	0	0	0
Amount	\$0	\$0	\$0	\$0	\$0	\$0	\$0
VI. Savings and Overpayment Totals							
Savings Total	\$2,301	\$1,204	\$473	\$624	\$0	\$0	\$0
Overpayment Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0
VII. Criminal Referrals							
Referred To Criminal	1	0	0	1	0	0	0
VIII. Average Days Elapsed 6 Days							

Aitkin County Health & Human Services

VI. - B.

204 First St. NW
AITKIN, MINNESOTA 56431
PHONE 1-800-328-3744 or 1-218-927-7200 - FAX # 927-7210

DATE: February 20, 2013

TO: Aitkin County Board of Commissioners
Patrick Wussow, County Administrator

FROM: Tom Burke, Director

RE: NACO Resolutions

Please find attached 3 of the resolutions the NACO Health Sub Committee will be discussing while I am in Washington DC March 1-6. As you can see, we are clearly trying to ensure that there is adequate funding for the mental health related services being sought at the federal level. While violence of all kinds will get due diligence, it is important for us to keep the focus on the issues that occur prior to violence of any kind. While individually these resolutions focus on a certain aspect of the problems we face, together they form a structure that could allow us to be better equipped to manage the complex issues that have lead to extreme violence and loss. Identifying funding for this growing concern is essential if we are to reach a point in which we can have the resources to resolve some of these situations before the violence and loss occur.

There are numerous other issues we will be addressing. I wanted to give you some examples so that you have an idea of what I will be doing while in D.C. I will plan to update you once I return on how the meetings and the conference went.

Proposed Resolution in Support of a New Funding Stream for Community-Based Mental Health Programs

Issue: Lack of sufficient federal funding for community-based mental health programs.

Proposed Policy: NACo supports the continuous and increased use of federal funds to improve early intervention community-based mental health programs as part of a comprehensive response to gun violence. A percentage of the funds collected by the federal government from the manufacturers of firearms and ammunition under the Pittman-Robertson Act should be allocated to the States in order to maintain successful community-based programs at the local level.

Background: A growing number of communities have been forced to deal with the convergence of gun violence and mental health issues. A comprehensive response to gun violence must focus on funding for community-based mental health programs in addition to other types of regulations being discussed. Mental health services are critical to overall population health. Providing treatment in a community-based setting allows people the opportunity to stay connected with family, to learn the skills needed to be more independent, to be engaged in their community, and when possible to work.

The nexus between the manufacturing of firearms and the sport of hunting provides a stable and constant source of funding for wildlife conservation under the Pittman-Robertson Act. The nexus between the manufacturing of firearms and firearm violence should also be a source of funding for early intervention mental health programs to prevent future tragedies like Thurston, Aurora, Clackamas, and Newtown.

Fiscal/Urban/Rural Impact: The potential fiscal impact to counties across the nation will be significant as community-based mental health programs are typically underfunded as a whole. The recent rise in gun and ammunition sales suggests that funding for wildlife conservation under the Pittman-Robertson Act will not experience a decrease, but will be able to maintain its funding at a rate similar to that of previous years.

Sponsor: Lane County, Oregon

Proposed Resolution Supporting Ongoing Federal Support for Local Safety Net Providers

Issue: Need to maintain strong health care safety net system as the Affordable Care Act (ACA) is implemented

Proposed Policy: NACo urges the federal government to ensure the availability of adequate and sustainable funding for safety net providers as they continue to care for the uninsured.

Background: NACo supports maintaining a strong safety net for the uninsured residual and vulnerable populations as the ACA is implemented. The ACA will increase access to health care coverage through expansion of the Medicaid program, the creation of health insurance exchanges, insurance market reforms, and the provision of subsidies and tax credits to make private coverage more affordable. Since 2010, the number of insured has grown from 46 million to 50 million. While the ACA is projected to provide health coverage to approximately 32 million residents nationally, over 18 million individuals are projected to remain without access to health coverage, mostly the undocumented who are ineligible for financial assistance and expanded Medicaid coverage.

Traditional safety net providers including health centers, clinics, behavioral health organizations, and hospitals that currently serve a high share of uninsured patients will continue to play a critical role in the health care delivery system, by serving those who will remain uninsured as the ACA is implemented. This points to the need of increasing the efficiency of federal funds reimbursement, preserving federal block grant funding and other revenue for County mental health and substance use disorder services.

Critical to carrying out this role will be efforts around community outreach, enrollment, retention and advocacy in order to keep individuals, children, and families connected to a prevention-focused, quality Health home and integrated system of care. In addition homeless outreach services, mobile response programs, services to children and youth in specialized foster care, Veterans, support for housing stability, recovery maintenance homes, and field-based services will be crucial services. These services are key to addressing social determinants of health and are an integral component of specialty mental health and substance use disorder systems.

Steps need to be taken to ensure adequate funding for the safety-net system post reform and the continued delivery of high quality health care services to vulnerable populations. The federal government must align reductions in funding such as Disproportionate Share Hospitals payment to hospitals, comport with reductions in uncompensated care costs. Minimum benefit packages offered through state run exchanges must be sufficient to ensure that cost shifts to safety net providers do not occur.

Fiscal/Urban/Rural Impact: The need for an adequate and sustainable funding source for safety net provides occurs in rural, suburban and urban counties. Without this support and infrastructure, a significant cost could fall to local governments.

Sponsor: Sonoma County, California

Proposed Resolution Supporting Development and Expansion of Parity for Mental Health and Substance Use Disorders under the Affordable Care Act

Issue: Parity for mental health medical coverage for newly ensured populations under the Affordable Care Act (ACA)

Proposed Policy: NACo supports implementation of the ACA so as to ensure access to the highest quality mental health and substance use disorder services for newly insured populations.

Background: On March 23, 2010, President Obama signed the ACA, comprehensive health care reform legislation promising to extend coverage to 33 million Americans. Of note to the behavioral health community, the ACA explicitly includes mental health and substance use disorder services, including behavioral health treatment, as one of ten categories of service that must be covered as essential health benefits. Furthermore, the ACA also mandates that mental health and substance use disorder benchmark coverage must be provided at parity, compliant with the Paul Wellstone and Pete Domenici Mental Health Parity and Addiction Equity Act (2008). Individuals with mental illness and substance use disorders have the opportunity to significantly benefit from the health care law, as insufficient insurance health care coverage for these conditions has traditionally prevented countless people from obtaining needed treatment. With the passage of ACA many adults with mental health needs will become eligible for health insurance coverage in 2014 and for the first time qualified individuals will have access to mental health and substance use disorder services through Medicaid expansion or subsidized insurance.

Mental health and substance use disorder systems must be equal partners with physical health care systems. Given the low rate of service utilization among uninsured adults with mental health and substance use disorder needs, the expansion of health insurance coverage through health care reform will increase access to and utilization of mental health and substance use disorder services for many uninsured adults. The aim of the ACA is to ultimately reduce the cost of healthcare delivery to the entire population. In order to more effectively care for the whole person, there must be more seamless coordination between system partners and that all health plans cover an adequate level of service for behavioral health care intervention and treatment. Coordination of mental health, substance use and primary care is essential to ensuring quality care and realizing cost savings and to reduce barriers to the exchange of information necessary to appropriately coordinate care, improve quality, and address confidentiality.

In addition, community based interventions are essential to realize the ultimate goals of a more integrated and equitable system of care. Counties are providing services during a historic change to the structure and function of federal, state and local government. Local programs are leading the development and implementation of services resulting from healthcare reform; realignment of federal, state and local funding; and other economic restructuring. Counties are in the best position to recognize and teach new proactive models that are emerging in integrated healthcare, collaborations between child welfare and mental health, and local criminal justice and substance use co-occurring populations.

Counties are piloting and building the evidence-base for a system of care for prevention, early intervention, treatment and recovery services. Coordinated outreach programs between county behavioral health professionals and local schools and community colleges intervene with adolescents and young adults experiencing first psychotic breaks, depression, and other behavioral health needs in order to not only assess, but link youth directly to mental health services and treatment. Field based programs that partner behavioral health professionals with law enforcement in the field through mobile support teams and other primary intervention strategies should be part of core and essential services. Funding approaches must support comprehensive approaches that coordinate prevention and early intervention strategies with ongoing treatment and recovery.

Sponsor: Sonoma County, California

**Charter Agreement Governing Participation
in a Seven-County Region 3 Human Service Redesign Project
for Electronic Document Management of Income Maintenance Programs**

This agreement is entered into by and between the County of St. Louis, 100 North 5th Avenue W., Duluth, MN 55802, a body corporate and politic existing under the laws of the State of Minnesota, hereinafter referred to as the "Host", and the following Minnesota Counties: Aitkin County Health & Human Service Agency, 204 - 1st St NW, Aitkin, MN 56431; Carlton County Public Health & Human Services, 14 N. 11th St., Suite 100, Cloquet, MN 55720; Cook County Social Services, 411 W 2nd Street, Grand Marais, MN 55604; Itasca County Health & Human Services, Itasca Resource Center, 1209 SE 2nd Avenue, Grand Rapids, MN 55744; Koochiching County Community Services, 1000 - 5th Street, International Falls, MN 56649; and Lake County Human Services Department, 616 Third Avenue, Two Harbors, MN 55616, hereinafter referred to as "Charter Members".

WITNESSETH:

WHEREAS, current public funding allocated to the provision of human services is out of alignment with the quantitative and qualitative demand for services, making the current system unsustainable for the near future; and

WHEREAS, counties can benefit through collaboration by reducing duplication of like administrative activities without negatively affecting service capacity, by adding value through sharing the specialized knowledge and experience of staff with the result of increased aggregate service capacity, and by utilizing the evolution of technology to effectively work across distances and jurisdictions, and

WHEREAS, increased efficiencies and streamlining across county lines can benefit taxpayers in cost savings, and

WHEREAS, Minnesota Statutes Chapter 402A, the "State-County Results, Accountability, and Service Delivery Redesign Act," hereinafter referred to as "Redesign" allows counties to enter into voluntary service delivery agreements to redesign delivery of all or some essential human services; and

WHEREAS, Commissioners and Public Health & Human Services (PHHS) Directors from the seven counties of the Arrowhead Region met from July 2009 through May 2010 to discuss redesign in Region 3, engaged in intense prioritization of 23 essential human services areas, analyzed factors affecting the likelihood of success in these areas, identified key assumptions for redesign activities, reached consensus on a focus area with rationale, and completed a market survey for further investigation and due diligence; and

WHEREAS, the seven counties in Northeastern Minnesota now desire to implement a regional Redesign Project within the Income Maintenance Program Area consisting of electronic document management, appointments management, and case banking with one standard for work flow and business process across all counties, insuring a

negotiation of shared resources, authority, and accountability for human services programs; and

WHEREAS, St. Louis County will provide the technological "Host Environment" with a centrally located server in Duluth, Carlton County will serve as the "Pilot" to be the model for the Document Management System for all remaining locations outside of St. Louis County, and a Steering Committee will be responsible for all work flow decisions; and

WHEREAS, a means of financing both the anticipated startup costs and anticipated annual maintenance costs has been identified in the proposed funding formula pursuant to the terms and conditions set forth in this Agreement; and

WHEREAS, eDocument Resources, 6101 Baker Road, Suite 207, Minnetonka, MN 55345, hereinafter referred to as "Vendor", has been chosen to provide software, software maintenance, and professional services, and Ron Michaels Consulting, Inc., PO Box 26115, St. Louis Park, MN 55426, hereinafter referred to as the "Consultant", has been chosen as a project consultant;

NOW THEREFORE, in consideration of the mutual covenants and promises between the parties set forth herein, it is hereby agreed that:

I. DEFINITIONS

Annual maintenance costs – annual costs necessary for maintenance of the Software.

Appointments management – a client flow and schedule management tool that improves the assignment, coordination, and communication of scheduled and non-scheduled appointments.

Arrowhead Region – the seven counties of Aitkin, Carlton, Cook, Itasca, Koochiching, Lake, and St. Louis, also known as Region 3.

Business Managers – Financial Assistance supervisors and managers.

Business process – the collection of related, structured activities and tasks that result in determination of eligibility for Income Maintenance public assistance programs.

Case Banking – teams of workers divided by job function rather than individual cases, grouped according to program.

Consultant – an independent contractor providing project management and implementation direction until such time as the program is fully operational in all counties; the contract with the Consultant shall end upon completion of the project.

Charter Members – the six counties of Region 3 not serving as Host.

Electronic Document Management System (EDMS) – utilization of electronic systems and methods to store and route case information rather than traditional paper files.

Functional Specifications – collection of documents describing the business process in terms of technical system configurations and training materials.

Go Live – the first productive use of the Software on Host Environment, by each Member, after completion of Software installation, testing and training.

Host – St. Louis County.

Host Environment – test and production servers on which applications, databases, and documents reside and connectivity to those servers.

Income Maintenance Program – public assistance programs for low income and other specific populations, consisting primarily of food support, medical assistance, and cash assistance.

Interface - A programming interface consisting of the set of statements, functions, options, and other ways of expressing program instructions and data provided by a program or language for a programmer to use.

Member – Each Charter Member and any additional counties that become part of the Regional EDMS.

Participating User - projected estimate of each actual seat or user who accesses the system.

Pilot – Carlton County, the first of Counties to test the expansion of the system beyond St. Louis County.

Product Updates - those improvements and/or modifications to the software that eDocument Resources, Inc. generally makes available as part of the annual maintenance program.

Product Upgrades - any product releases, including added functionality or major enhancement of the software, that eDocument Resources, Inc. markets and licenses for additional fees separately from updates. The term includes new modules and applications marketed by Vendor that pertain to the electronic document management system.

Project – the regionalization of Income Maintenance infrastructure and business process that includes utilization of Electronic Document Management across all seven counties. The Project is considered complete when the seventh and final county goes live and the system is fully operational.

Project Goals – Purpose and Intended Result of this project, as identified in attached Exhibit A.

Project Sponsors – Public Health/Human Service Directors from the seven counties in Region 3.

Project Manager – Consultant hired under contract until the regional system is fully implemented.

Region 3 - the seven counties of Aitkin, Carlton, Cook, Itasca, Koochiching, Lake, and St. Louis, also known as Arrowhead Region.

Regional Technical Support Team – made up of at least one member from each of the seven Counties Information Technology (IT) units

Software - EDMS, Compass Appointments and related software provided by eDocument Resources, Inc.

Startup costs – funds used to develop and implement the EDMS case banking, case file management and appointment system across Region 3.

Statement of Work (SOW) - a signed document between eDocument Resources and the six Charter Members.

Steering Committee – a project governing committee with representatives from all participating counties plus other key members, subject to the bylaws in attached Exhibit B.

Users – Region 3 Financial Workers and clerical support.

Vendor – person or business that sells products and/or services.

Work flow - a sequence of operations declared as work of a person, a group of persons, or an organization of staff.

II. DESIGNATED REPRESENTATIVES

The St. Louis County Director of Public Health and Human Services (PHHS), Ann Busche, at telephone number (218) 726-2097, is the representative of St. Louis County and will administer this Agreement for and on behalf of the Host.

Representatives of Charter Members are as follows:

Thomas Burke, Director, Aitkin County Health & Human Service Agency, 204 - 1st St NW, Aitkin, MN 56431;

Dave Lee, Director, Carlton County Public Health & Human Services, 14 N. 11th St., Suite 100, Cloquet, MN 55720;

Sue Futterer, Director, Cook County Social Services, 411 W 2nd Street, Grand Marais, MN 55604;

Lester Kachinske, Director, Itasca County Health & Human Services, Itasca Resource Center, 1209 SE 2nd Avenue, Grand Rapids, MN 55744;

Terry Murray, Director, Koochiching County Community Services, 1000 - 5th Street, International Falls, MN 56649; and

Vickie Thompson, Director, Lake County Human Services Department, 616 Third Avenue, Two Harbors, MN 55616,

Changes in designated representatives shall be restricted to Directors/Director Level Administrators of charter counties.

To assist the parties in the day-to-day performance of this Agreement and to develop service, ensure compliance, and provide ongoing consultation, liaisons shall be designated by Host and each Member. The parties shall keep each other continually informed, in writing, of any change in the designated liaison.

III. VENDORS

A. Software:

eDocument Resources, 6101 Baker Road, Suite 207, Minnetonka, Minnesota 55345. The Designated Representative of the Vendor is Matt Charlson, CTO.

B. Consultant: Start-Up Project Management

Ron Michaels Consulting, P.O. Box 26115, St. Louis Park, MN 55426. The Designated Representative of the Consultant is Mike Sexe.

IV. NOTICES

All notices and demands pursuant to this Agreement shall be directed in writing to the Host and to each Member.

V. SHARED ASSUMPTIONS AND ASSURANCES

In entering into this Agreement, the Host and Charter Member Counties have shared assumptions and give shared assurances. These shared assumptions and assurances include:

- A. The business development approach is to establish a common infrastructure which will be used as a catalyst to redesign and streamline business processes across all Region 3 counties.
- B. St. Louis County will provide the host and test environments for the electronic document management system software.
- C. All counties in Region 3 will participate in the Project.
- D. Business processes to be adopted by all counties are electronic document management, appointments, and case banking.
- E. Agreed upon technical findings and recommendations will be implemented by each impacted county.
- F. Region 3 business processes will conform to the standards established in St. Louis County in order to support work flow with the outcome being one standard work flow for Income Maintenance business units across the Region.
- G. Support personnel will be acquired by St. Louis County and funded by all counties in the Region.
- H. Governance shall be by a Steering Committee, to be made up of representatives of all seven counties.
- I. A Regional Technical Support Team will be established to manage all IT functions; duties will include assisting eDocument Resources with local installations and system support for training, go-live, and related activities.
- J. If at some point a request is made to Host to change the Functional Specifications, the Host PHHS Technology Support Manager will:
 - 1) Determine if a solution will meet the requesting county's business requirements exactly without impacting Host or Members;
 - 2) Determine if a current business process can be changed to accommodate the requesting county's needs; and
 - 3) Decide, with the approval of the Host PHHS Director, to initiate a change to the Functional Specifications or to deny the request.
- K. If a request to change the Functional Specifications is denied pursuant to the above paragraph J, the decision may be appealed by the Member to the Steering Committee. If the Steering Committee approves the proposed change(s), the Software will be modified for all Counties in the Region. Costs for changes may be assessed to the requesting Member only.

VI. COST ALLOCATIONS

In entering into this Agreement, the Host and Charter Member Counties agree to purchase and maintain Software licenses, support, maintenance, and training as follows:

A. Initial Costs

- 1) **License** – Host and Members must obtain and maintain, at their own cost, a limited, non-exclusive, perpetual license to the Software and Interfaces, including all future revisions, Product Upgrades and Product Updates. Any additional software licenses acquired by a Member are the financial responsibility of the individual acquiring Member. The invoice for the licenses purchased, as well as the associated ongoing maintenance should be billed directly to the acquiring Member by eDocument Resources.
- 2) **Software Support and Maintenance** – Host and Members must obtain and continue, at their own cost, maintenance services from Software Vendor to comply with the License requirements above.
- 3) **Training and Consulting** - All Training and/or Consulting Services Costs that are required only for a Member shall be paid directly by the Member receiving such services.

B. Start-up Costs:

- 1) St. Louis County shall not be included in any costs associated with Discovery and Implementation activities of the Members in acquiring the Electronic Document Management System, Compass Appointments, Case Banking, hardware and software acquisition, or related acquisition expenses. The Charter Members of Region 3 (Aitkin, Carlton, Cook, Itasca, Koochiching, and Lake Counties) shall be responsible for their own individual hardware and infrastructure improvements. The Charter Members allocation for their own hardware, licenses, and maintenance will be the costs of the actual hardware purchased, the number of licenses purchased, and the software maintenance for the licenses purchased.
- 2) Charter Member start-up allocations for services provided by Ron Michaels Consulting and eDocument Resources are based on percentage (number of Financial Workers) as follows:

Startup Cost Allocation Table

Description	Cook	Aitkin	Koochiching	Carlton	Itasca	Lake
# of Financial Workers	3	9	7	16	21	4
Cost Allocation Percentage	5%	15%	12%	26%	35%	7%

- 3) There shall be no net increase in costs to Host. St. Louis County will be responsible for costs related to the establishment of a Hosting Environment and a Test Environment prior to full implementation in Region 3.
- 4) All training for the **Start-up** of the Charter Members is defined as Initial Training. The cost allocation to the Charter Member Counties for Initial Training is based on the Startup Cost Allocation Table, above.

C. Ongoing and Special Costs:

- 1) After the last Charter Member Go Live on the EDMS system, including Appointments and Case Banking, Host and Charter Members will pay all usual and customary costs attributable to their individual EDMS systems. This will include annual maintenance, additional software license costs, training costs, consulting costs, local network and/or telecommunications costs, and any miscellaneous costs directly attributable to their EDMS system.
- 2) Host County and Members agree to allocate special costs proportionately based on the number of licenses, as indicated in the Ongoing Cost Allocation Table below. This number will be adjusted by the Steering Committee as number of licenses increase. Host and Members agree to notify each other whenever new licenses are obtained.

Ongoing Cost Allocation Table

Description	Cook	Aitkin	Koochiching	Carlton	Itasca	Lake	St. Louis
# of Financial Workers	3	9	7	16	21	4	142
Cost Allocation Percentage	1%	4%	3%	8%	10%	2%	70%

- 3) Special costs may include upgrades and also costs associated with changes to the business model. Special costs will be identified and approved by the Steering Committee as defined in Section VII Governance. If the Steering Committee fails to reach a consensus or vote regarding any costs not explicitly identified in this agreement, such costs shall be payable by the Members in equal percentage.
- 4) Special costs do not include costs incurred by a Member to meet its individual needs (i.e. not intended to be shared by or to benefit other Members), such as consulting, implementation, customization, education and training-related services, service to other products; maintenance of software that has been modified or repaired by someone other than Vendor; and modification or repair of damage to hardware or software caused by failure to continually provide a suitable operating environment (regardless of cause) or by using the software for other than the purposes for which licensed. Such costs shall be paid directly by the Member receiving such services.

- 5) Host will prepare quarterly invoices for costs. Members shall remit payment to Host for invoices within thirty (30) days.

D. Database and Server Costs

- 1) The server and database licenses have been purchased by Host with software assurance so as to keep both the server operating system and the database software up to date and supported. Costs for licenses and maintenance shall be shared based on the Ongoing Cost Allocation Table, above.
- 2) The production server hardware has been purchased and will be maintained by Host IT. Costs for purchase and ongoing support shall be shared based on the Ongoing Cost Allocation Table, above.
- 3) The backup server hardware has been purchased and will be maintained by Host IT. Costs for purchase and ongoing support shall be shared based on the Ongoing Cost Allocation Table, above.
- 4) Host IT will be responsible for initial load and ongoing maintenance and support of all server hardware and server operating and database management software with associated costs, including personnel time, to be shared based on the Ongoing Cost Allocation Table, above.
- 5) Host IT will provide at least one, but no more than three, full-time equivalent position(s) to support and maintain the software, servers and databases, and to staff the IT Help Desk. Host shall be responsible for the costs for the first FTE; Members shall equally share the costs of any necessary Host staff beyond the first FTE.
- 6) Member service requests to Software Vendor shall pass through the Host IT Help Desk at (218) 726-2426.

VII. FILES NOT NECESSARY FOR "GO LIVE"

Back file conversion is not in the scope of this project and therefore not considered. However, the preparation of the manual case file and the scanning of the manual case files into the eDocument Resources System (referred to as File Prep and File Scanning) are the responsibility of each of the Members as they prepare for their individual EDMS "Go Live".

VIII. GOVERNANCE

Governance of the Region 3 EDMS project will be assumed by a Steering Committee, subject to the bylaws attached as Exhibit B. The Steering Committee members shall be the Directors of Health and Human Services from each of the seven participating counties, the Department Head of St. Louis County Information Technology, the St Louis County Public Health and Human Services Technology Support Manager, and one Member Information Technology Unit Department Head. During Start-up, the Member Information Technology representative will be from the then current "Go Live" County (e.g. during the pilot

implementation, the Carlton County Information Technology Department Head is the representative). During the "Ongoing" phase, the Information Technology member will be chosen by the Region 3 Health and Human Services Directors and will serve a one year term.

IX. DURATION

The term of this Agreement shall commence upon execution by all of the parties and continue in effect for three (3) years. After that time, the Agreement shall be automatically renewed on a year-to-year basis under the same terms and conditions by all the parties unless written notice of termination is provided by a Member pursuant to the terms of this Agreement.

X. NOTICE OF TERMINATION

Written notice of termination shall be made by certified mail or personal delivery directed to the each party specified in the Notice section of this Agreement. Notices are deemed effective upon delivery to the Host and each Member=s authorized representative. Written notice is required 180 days prior to renewal to be effective for the following year.

XI. EFFECT OF TERMINATION

Termination of this Agreement shall not discharge any liability, responsibility, or right of any party which arises from the performance or failure to adequately perform the terms of this Agreement prior to the effective date of termination, nor shall termination discharge any obligation which by its nature would survive after the date of termination. Early termination prior to the termination terms herein will not absolve any parties from the funding obligations set forth in this contract.

XII. FUTURE MEMBERS

The Region 3 project may be expanded in the future to include other counties. The Host and Charter Members must agree to the addition of new Members, subject to approval by the appropriate county boards. New Members will be held to the same requirements, policies, governance, financial obligations, and duties for all other matters as they relate to this Agreement. New Members will be incorporated into this written Agreement and into all other legal documents related to this project.

XIII. EXHIBITS

This Agreement includes the following Exhibits which are incorporated by reference: [A] Project Goals and Expected Benefits and [B] Steering Committee Bylaws.

XIV. ASSIGNMENT

No party may assign this Agreement without the prior written consent of every other party, and such consent shall not be unreasonably withheld.

XV. NEUTRAL CONSTRUCTION

The parties to this Agreement agree that this Agreement was negotiated fairly between them at arms length and that the final terms of this Agreement are the product of the parties= negotiations. Each party warrants and represents that it has sought and has received legal counsel of its own choosing with regard to the contents of this Agreement and the rights and obligations affected hereby. The parties agree that this Agreement shall be deemed to have been jointly and equally drafted by them and that the provisions of this Agreement therefore should not be construed against a party or parties on the grounds that the party or parties drafted or was more responsible for drafting the provision.

XVI. DATA PRACTICES

Pursuant to Minnesota Statutes Chapter 13 (the Minnesota Government Data Practices Act, or MGDPA), Host and Members agree that they will continue to be responsible authorities for data created by their agency. Nothing in this Agreement shall result in any change in responsibilities for data practices requests, data access procedures, and compliance responsibilities of the individual agencies. Host and Members agree that the originator of the data continues to own the data and responsibilities attendant to creation and maintenance of such data. All requests for data under the MGDPA will be forwarded to the agency that created the data.

XVII. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

XVIII. ENTIRE AGREEMENT AND REMEDY

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties, or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing executed by the parties to this Agreement and by no other means. Each party waives its future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

XIX. MINNESOTA LAW

This Agreement shall be governed by the laws of the State of Minnesota. Any litigation regarding this Agreement or its contents shall be filed in the County of St. Louis, if in state court, or in the federal district court nearest to St. Louis County, if in federal court.

XX. AUTHORITY

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with.

XXI. INDEMNIFICATION

Each party will be responsible for its own acts and behavior and the results thereof.

THIS SPACE INTENTIONALLY LEFT BLANK

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

CHARTER MEMBERS

AITKIN COUNTY

By: _____
[NAME]
Board Representative

Date: _____

CARLTON COUNTY

By: _____
[NAME]
Board Representative

Date: _____

COOK COUNTY

By: _____
[NAME]
Board Representative

Date: _____

HOST

ST. LOUIS COUNTY

By: _____
[NAME]
Board Representative

Date: _____

ITASCA COUNTY

By: _____
[NAME]
Board Representative

Date: _____
KOOCHICHING COUNTY

By: _____
[NAME]
Board Representative

Date: _____

LAKE COUNTY

By: _____
[NAME]
Board Representative

Date: _____

APPROVED AS TO FORM AND EXECUTION:

ST. LOUIS COUNTY ATTORNEY

By: _____
[NAME]

Date: _____

EXHIBIT A: Project Goals and Expected Benefits

Project Goals

Goal 1: Implement Electronic Document Management, based on the St. Louis County model, that support Income Maintenance Programs and the Programs, Services, and Vision of the Region 3 Human Service Departments.

Goal 2: Implement Electronic Document Management and Work Flow Tools which serve as a catalyst to standardize and streamline; thus reducing manual labor and improve the efficiency, security, & compliance of the business processes within the Region 3 Human Services Departments.

Goal 3: Provide Electronic Document Management and Work Flow Tools which can provide secure, accurate, intuitive, and efficient electronic tools which significantly reduces manual processing of paper by capturing and storing records at point of contact, and sharing records electronically across the Region 3 Income Maintenance Departments.

Goal 4: Provide clear and consistent direction, as well as timely feedback, to eDocument Resources resulting in effective, one-time and ongoing application support, training, and regular software enhancements for Region 3 Human Services Department users.

Goal 5: Provide appropriate inquiry, reporting and analysis tools across the Income Maintenance Departments in order to facilitate electronic access to real time information, including standard reporting and analysis as well as "Ad Hoc" reporting tools for departmental users.

Goal 6: Provide application software and hardware which leverages the investment in Region 3 Counties technology platforms standards.

Goal 7: Implement an information system that provides the infrastructure to leverage Redesign opportunities across the region, including such things as data sharing, development of regional expertise, Blurring County Lines, Kiosks, Home access to information, etc.

Goal 8: Provide tools and/or process for business continuity during those period where the system is unavailable for short periods of time (e.g. data communications lost for a half day).

Anticipated Benefits

- Reduces manual labor by automating current paper-based processes
- Eliminates paper forms, files, and documents
- Provides ability to streamline and standardize services across the Region
- Provides opportunities for synergy and leveraging of local expertise
- Standardizes and streamlines transfer of information between counties
- Provides improved handling and tracking of files and documents within files
- Provides improvements in data privacy and security across the department
- Creates efficiencies that allow current staff to handle higher case loads
- Provides best practices from counties that have already implemented EDMS solution
- Reduces barriers due to transportation issues and aging populations
- Provides cost effective solution for counties in Region
- Insures greater portability of data and accountability for information (tracking)
- Supports a generalist approach and staff back-up between counties
- Reduces the need for physical storage of documents
- Provides for case transfer across Region that is easy to use and intuitive
- Improves compliance to DHS and County Department policies
- By utilizing the same system, EDMS provides power and leverage at the State level
- Provides a common system that can be the foundation for future standardization and redesign of additional essential services: Regional Financial Workers, Regional Supervision, Regional Call Center

EXHIBIT B: Steering Committee Bylaws

We have heard from many of you seeking an estimate of new Medical Assistance (MA) cases as a result of the federal Affordable Care Act (ACA) eligibility changes in the Governor's budget. The attached estimate provides the number of individuals that would fall into the MA Families and Children and Adults without Children eligibility categories based on the current county distribution of MA cases. Please note that the estimate uses the number of individuals rather than cases. (Typically a case has slightly more than two individuals.) We hope this will be useful in your planning processes to estimate staffing needs.

The distribution includes the following proposals to support the implementation of the ACA that are in the Governor's budget:

- **Implement Optional MA Expansions to 138% of federal poverty guidelines (FPG)**

This proposal expands MA coverage to additional eligibility groups including:

- Adults without dependent children with income between 75% and 138% FPG; (*Add columns labeled "New MA AWC" + "MCRE Transfers AWC" for total new adults without children cases.*)
- Parents with income between 100% and 138% FPG; and (*Included as part of columns labeled "New MA FC" + "MCRE Transfers FC".*)
- 19 and 20 year olds with income between 100% and 138% FPG. (*Included part of columns labeled "New MA FC" + "MCRE Transfers FC".*)

This proposal assumes the expansion will move 53,000 average monthly enrollees from MinnesotaCare to MA in Fiscal Year 2015 and will add an additional 34,000 average monthly MA enrollees who are currently uninsured.

- **Expand MA to Maintain Coverage for Children and Pregnant Women up to 275% FPG** (*Included as part of columns labeled "New MA FC" + "MCRE Transfers FC".*)

This proposal expands MA eligibility for children ages 2-18 with household income between 150% and 275% FPG and maintains MA eligibility for pregnant women at 275% FPG. This change would result in an additional average monthly enrollment of 106,000 people in MA, 47,000 of which weren't previously covered on any public program.

The distribution of estimated new average monthly MA enrollees is in the column labeled "Total New MA Enrollees".

- **MA Eligibility and Enrollment Changes** (*See column labeled "Eligibility & Enrollment Changes".*)

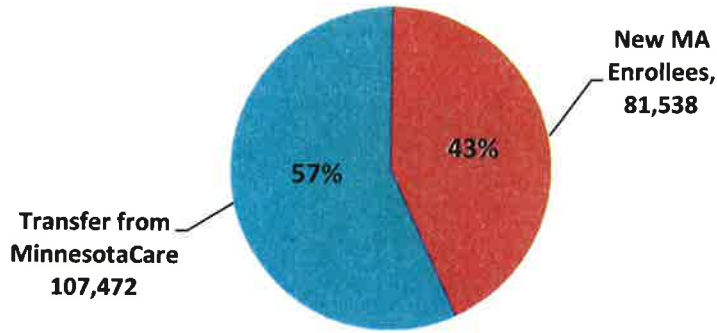
This proposal makes changes to MA processes and eligibility categories to comply with the ACA. These changes include:

- Expanding MA coverage to children ages 18-21 who are leaving foster care until they reach age 26;
- Aligning how income is counted across all Insurance Affordability Programs including MA for certain populations and premium tax credits;
- Removing the asset test for parents and caretaker relatives;
- Requiring MA renewals annually instead of semi-annually for certain populations;
- Implementing the *ex-parte* and pre-populated renewal processes using electronic data verification;
- Expanding spousal impoverishment protections for people with disabilities in home and community-based services; and
- Permitting MA enrolled hospitals to make presumptive MA eligibility determinations for certain patients.

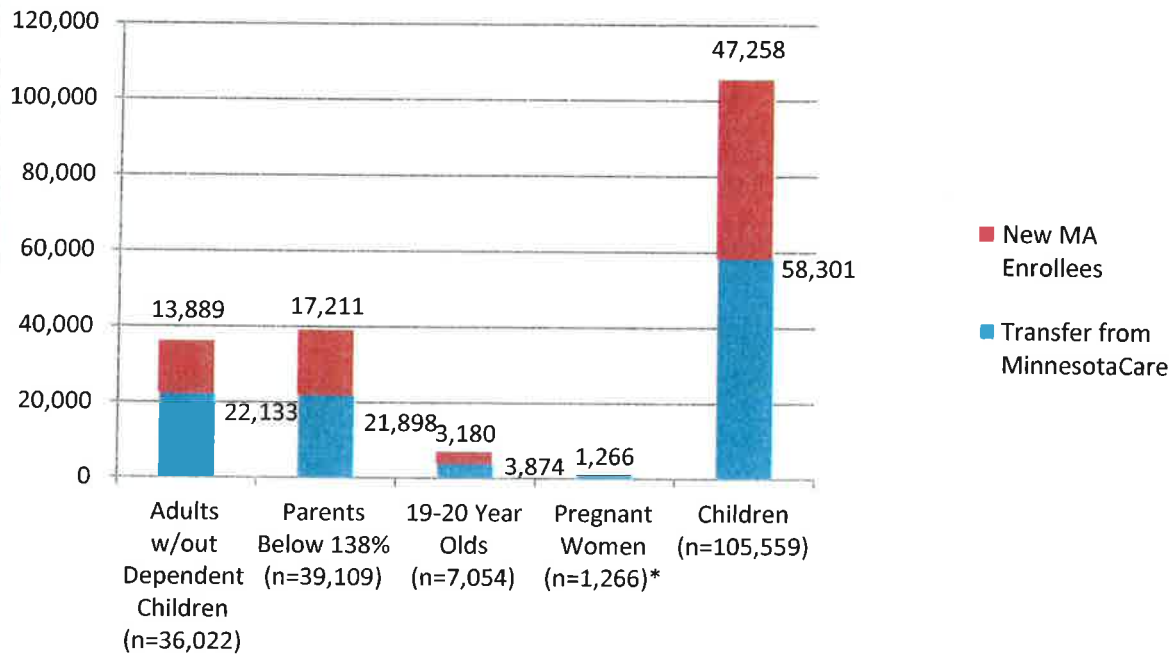
DHS estimates that these changes will result in a total of about 64,000 individuals will obtain or retain coverage in Fiscal Year 2015. The 64,000 total was distributed by county using the current enrollment percentages for MA Adults without Children since this is the eligibility category most likely to be impacted by the *ex-parte* renewals, annual enrollment periods and presumptive eligibility provisions.

DHS staff will attend the MACSSA General Meeting on February 28 from 11 – 12 to hear from you on this important matter. Please submit your questions and concerns to Troy Mangan at troy.w.mangan@state.mn.us by February 25.

Total New MA Enrollment (n=189,010)



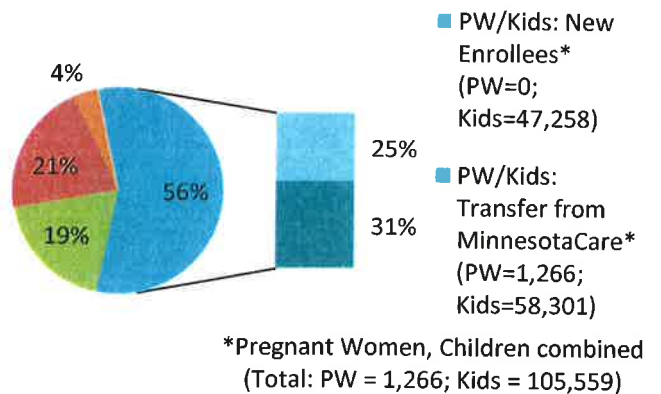
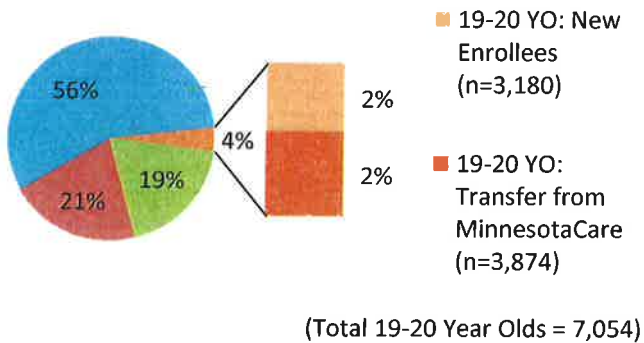
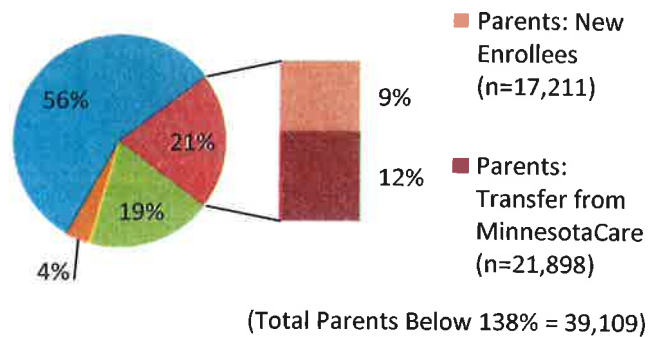
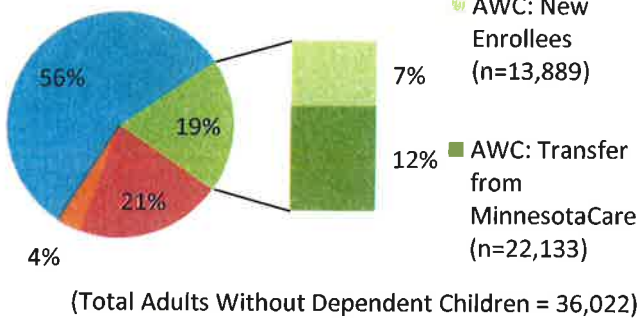
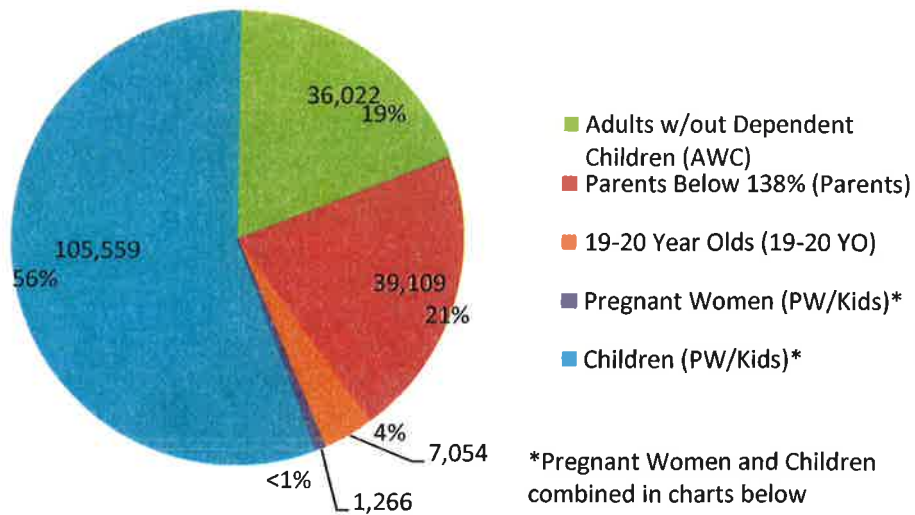
Breakdown of Populations Moving into MA



*All data for Pregnant Women are transfers from MinnesotaCare; no new MA enrollees



Total New Enrollment in MA (n=189,010)



MEDICAL ASSISTANCE

Estimated Distribution of New Enrollees - ACA Changes

FC = Parents, PW, Children, 19-20 yr olds
 AWC = Adults w/out Dependent Children

New = not previously enrolled in any MHCP
 MCRE = shifting from MCRE to MA

Distribution based on current county share of MA enrollment

County	New MA FC	New MA AWC	MCRE Transfers FC	MCRE Transfers AWC	Total New MA FC - AWC	Total MCRE FC - AWC	Total New MA Enrollees	Eligibility & Enrollment Changes
Aitkin	252	55	318	87	307	405	712	251
Anoka	3,924	728	4,950	1,161	4,652	6,111	10,763	3,345
Becker	607	110	766	176	718	942	1,660	507
Beltrami	1,134	217	1,430	346	1,350	1,776	3,126	996
Benton	510	116	643	184	625	827	1,453	532
Big Stone	63	8	79	13	71	92	163	37
Blue Earth	694	140	876	223	834	1,099	1,933	642
Brown	260	33	328	53	293	381	675	153
Carlton	447	116	564	185	564	750	1,313	534
Carver	492	73	620	116	565	737	1,301	335
Cass	599	105	756	168	704	923	1,627	483
Chippewa	167	21	210	33	188	244	431	95
Chisago	463	93	584	149	556	733	1,289	429
Clay	811	122	1,023	195	934	1,218	2,152	562
Clearwater	159	29	201	47	189	248	437	135
Cook	41	9	52	15	51	67	118	43
Cottonwood	188	28	237	45	216	282	498	129
Crow Wing	901	158	1,136	252	1,059	1,388	2,447	727
Dakota	3,466	557	4,373	888	4,023	5,260	9,284	2,559
Dodge	253	24	319	39	277	358	635	112
Douglas	398	75	502	120	473	621	1,094	344
Faribault	226	30	286	48	257	334	590	139
Fillmore	229	37	288	59	266	348	614	171
Freeborn	454	71	573	113	526	687	1,212	326
Goodhue	410	71	518	113	481	631	1,112	326
Grant	77	15	97	24	92	121	213	69
Hennepin	15,609	4,587	19,690	7,310	20,196	27,001	47,197	21,067
Houston	183	34	231	55	218	286	504	158
Hubbard	313	55	394	87	367	481	849	251
Isanti	511	92	644	147	603	791	1,394	424
Itasca	703	165	887	262	868	1,150	2,018	756
Jackson	126	12	159	20	139	179	318	57
Kanabec	274	57	346	90	331	436	767	260
Kandiyohi	790	99	997	157	889	1,154	2,043	453
Kittson	43	8	55	13	51	67	118	36
Koochiching	184	36	231	57	219	288	508	164
Lac Qui Parle	79	12	99	19	91	118	209	56
Lake	102	16	128	25	118	154	271	73
Lake Of The Woods	51	7	64	11	57	75	132	32
Le Sueur	291	37	366	58	327	425	752	168
Lincoln	57	7	72	11	64	84	148	33
Lyon	362	49	457	78	411	535	946	224
Mcleod	403	50	509	79	453	588	1,041	229
Mahnomen	211	42	266	67	252	332	585	192
Marshall	88	12	111	19	100	130	230	55
Martin	292	48	368	77	340	445	786	223
Meeker	261	45	330	72	306	402	708	208
Mille Lacs	408	68	514	108	475	622	1,097	311
Morrison	422	76	533	122	499	654	1,153	350
Mower	694	93	876	148	787	1,024	1,811	427
Murray	87	12	110	19	99	128	227	54
Nicollet	369	49	465	78	418	543	961	224
Nobles	427	38	539	60	465	599	1,064	173
Norman	121	14	153	22	135	174	309	62
Olmsted	1,729	308	2,181	491	2,037	2,673	4,710	1,416
Otter Tail	660	109	832	174	769	1,006	1,775	501
Pennington	191	27	241	43	218	284	502	125
Pine	474	93	598	148	567	746	1,312	426

County	New MA FC	New MA AWC	MCRE Transfers FC	MCRE Transfers AWC	Total New MA FC - AWC	Total MCRE FC - AWC	Total New MA Enrollees	Eligibility & Enrollment Changes
Pipestone	148	17	186	28	165	214	379	80
Polk	501	79	632	126	580	758	1,337	362
Pope	125	30	157	49	155	206	361	140
Ramsey	10,152	1,970	12,807	3,140	12,123	15,947	28,070	9,049
Red Lake	61	7	77	10	68	88	156	30
Redwood	199	22	251	35	221	286	506	101
Renville	244	30	308	47	273	355	628	136
Rice	691	99	872	158	791	1,030	1,821	456
Rock	101	11	128	17	112	145	257	50
Roseau	140	19	176	31	159	207	366	89
St. Louis	2,535	751	3,198	1,196	3,286	4,394	7,680	3,447
Scott	949	127	1,198	202	1,076	1,400	2,476	583
Sherburne	863	110	1,089	176	973	1,264	2,238	507
Sibley	173	18	218	28	191	246	437	80
Stearns	1,802	335	2,273	533	2,137	2,806	4,943	1,537
Steele	553	74	698	118	627	816	1,444	341
Stevens	73	14	92	22	87	114	200	62
Swift	135	18	171	29	154	200	354	84
Todd	307	57	388	91	364	478	843	261
Traverse	45	6	56	10	51	66	117	29
Wabasha	197	31	248	50	228	298	526	144
Wadena	248	38	312	61	286	373	659	175
Waseca	250	41	315	65	291	380	671	189
Washington	1,519	258	1,916	411	1,777	2,327	4,103	1,184
Watonwan	177	14	224	23	192	247	438	65
Wilkin	100	16	126	26	117	153	269	75
Winona	450	123	568	196	574	764	1,338	565
Wright	1,044	159	1,317	253	1,202	1,570	2,772	729
Yellow Medicine	114	14	144	22	128	166	294	62
Total	67,636	13,889	85,322	22,133	81,525	107,455	188,980	63,782

NOTE: Totals may not sum to estimates provided in the Governor's Budget due to rounding.

2013 Family Planning Contract

This agreement is made and entered into on January 1, 2013, by and between Aitkin County Health and Human Services, Public Health Unit, hereinafter referred to as "ACH&HS" of 204 1st Street NW, Aitkin, MN 56431 and Riverwood HealthCare Center of 200 Bunker Hill Drive, Aitkin, MN 56431, hereinafter referred to as the "Medical Services".

Goal: To coordinate efforts to provide family planning method services for no/low income individuals seeking family planning medical services in Aitkin County through age 18.

In consideration of the mutual promises, agreements and understanding hereinafter set forth, it is hereby agreed:

Medical services shall be rendered by an M.D., a Nurse Practitioner or Licensed Physician's Assistant under the supervision of Licensed Physicians. Laboratory tests with prior authorization shall be conducted by personnel trained to conduct such tests.

Medical services with prior authorization shall include:

1. Social and medical/surgical history with emphasis on the reproductive system
2. Height, weight, and blood pressure measurements
3. Bimanual pelvic exam for females
4. Breast examinations and instructions on self-examination for females.
5. Pap Smear
6. Include with written authorization as indicated by history and/or symptoms, pregnancy test, STI testing and treatment (Chlamydia &/or GC &/or Syphilis only).

Medical Services shall:

1. Provide family planning method services utilizing approved standards of medical practices to:
 - a. Ensure that counseling was provided prior to provision of selected method.
 - b. Ensure voluntary selection of method by service recipient.
 - c. Inform on the advisability of females obtaining a gynecological examination with pap smear prior to initiating any family planning method.
 - d. Educate on the use of selected family planning method, including risks and benefits of the method and will not prescribe methods if in the physician's judgment, the client is high-risk.
 - e. Include methods as requiring medical intervention for:
 1. Prescription
 2. Fitting
 3. Insertion procedures
2. Collect information and maintain records of patients receiving family planning services as necessary.

3. Coordinate family planning methods services a patient receives with other family planning services by the individual as provided by ACH&HS through follow-up with the family planning worker.
4. Bill ACH&HS for services with written authorization provided by the medical services to patients who have no/low income for payment including:

PROCEDURE/CLINIC BILLING	CODES	2011 PRICES
Pelvic + Physical Exam-New Patient	99384	\$198.00
	99385	\$267.00
Pelvic + Physical Exam-Est. Patient	99394	\$165.00
	99395	\$221.00
Office Visit	99201	\$102.00
	99202	\$127.00
	99203	\$166.00
	99204	\$235.00
	99211	\$58.00
	99212	\$82.00
	99213	\$102.00
	99214	\$147.00
	99215	\$235.00
Depo Povera Serum	90782(J1050)	Provided by Public Health
Administer Injection (Depo)	96372	\$13.00
PROCEDURE/HOSPITAL BILLING		
Pregnancy Test	81025	\$62.00
PAP	88142	\$102.00
Chlamydia & GC	87490	\$194.00
RPR Syphilis serology	86592	\$43.00

****Above prices will receive a 10% discount at the time of payment per negotiated agreement with Heidi Price.**

5. Make available upon request, with written authorization from patient to Public Health, all case management and financial management records maintained by the medical services as pertaining to clients receiving family planning services.

ACH&HS shall:

1. Provide outreach, information/referral, counseling, education and follow-up regarding all methods and all choices for the medical services as pertaining to clients receiving family planning services.
2. Coordinate family planning services a client receives with medical services received by the individual as provided by the physician through follow-up through the physician with the patient.
3. Reimburse the medical service for the family planning method services provided to eligible individuals.

This agreement shall commence January 1, 2013 and continue through December 31, 2013 with an interagency evaluation of the services on or before May 31, 2013. Termination of this agreement may be made with sixty (60) days written notice of intention to the other party. This agreement may be amended by written consent of both parties and all amendments shall be attached to this agreement and made part thereof.

Chairperson, Aitkin County Board of Commissioners

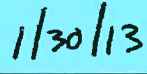
Date

Director, Aitkin County Health & Human Services

Date



Senior Physician, Riverwood HealthCare Center



Date

Approved as to form and execution:

Aitkin County Attorney

Date

MINNESOTA DEPARTMENT OF HUMAN SERVICES
CONTRACT TO PARTICIPATE IN THE
LOCAL COLLABORATIVE TIME STUDY

VII. – B.

THIS CONTRACT, which shall be interpreted under the laws of the State of Minnesota is between the State of Minnesota, acting through its Department of Human Services (hereinafter STATE) and Aitkin County, acting through its Health and Human Services, Courthouse South Annex, 204 First Street NW, Aitkin, MN 56431-1291 (hereinafter COUNTY):

WHEREAS, the STATE, under Minnesota Statutes, Section(s) 256.01, subd. 2(1)(f) is authorized to enter into contracts and grants, and

WHEREAS, the STATE and COUNTY have a shared interest in enhancing federal funding to children's mental health collaboratives and family services collaboratives by claiming reimbursement for eligible activities through the Local Collaborative Time Study (hereinafter "LCTS"), and

WHEREAS, the COUNTY represents that it is duly qualified and willing to perform the services set forth herein,

NOW, THEREFORE, it is agreed:

ARTICLE I

COUNTY'S DUTIES

Section 1.1. *Administration of the LCTS.* The COUNTY shall act as the reporting and payment agent for purposes of administering the LCTS on behalf of one or more local collaboratives. As reporting and payment agent, the COUNTY is responsible for:

1. Serving as a liaison between all participating collaboratives located in or near the COUNTY;
2. Ensuring accurate and timely cost reporting for each organization submitting claims for reimbursement through the LCTS;
3. Combining cost reports for all local organizations participating in the LCTS into a collaborative summary; and
4. Receiving federal funding from the STATE on behalf of the various collaboratives.

Section 1.2. *Relationship between the COUNTY and the collaborative(s).* It is understood that the COUNTY shall participate with other local partners in carrying out the collaborative's functions. In light of this understanding, it is incumbent upon the COUNTY to see to it that appropriate arrangements are made and legal instruments executed with local partners to ensure the completion of the duties described in this contract.

Section 1.3. *Reporting requirements.* The COUNTY together with its collaborative partners shall submit reports as reasonably requested by the STATE. The reports will provide information on such matters as anticipated and actual use of LCTS funds, outcome-based indicators used to determine whether the collaborative is meeting its goals, or such other items needed by the STATE to properly administer the LCTS and comply with all appropriate federal and state laws, rules and regulations.

Section 1.4. *LCTS training.* The COUNTY working with its collaborative partners shall ensure that staff sampled by the LCTS and LCTS Coordinators have completed training in the LCTS.

Section 1.5. *Compliance with federal regulations.* (a) The COUNTY shall administer the federal funds claimed through the LCTS consistent with Code of Federal Regulations, Title 45, Parts 74 and 92.

(b) The COUNTY shall comply with the requirements for claiming administrative services under Title IV-E of the Social Security Act in accordance with Code of Federal Regulations, Title 45, Section 1356.60. In addition, the COUNTY shall comply with the requirements for claiming expenditures as training costs in accordance with Code of Federal Regulations, Title 45, Sections 235.63 to 235.66.

(c) The COUNTY shall ensure that costs claimed for reimbursement through the LCTS shall be the actual costs, to be determined in accordance with cost principles outlined in OMB Circulars A-21, A-87 and A-122, as appropriate. Properly constructed time studies shall be the basis for separating allowable from unallowable costs and for establishing appropriate costs. In the event the benefits of the activities to be claimed extend beyond the federal program, then either individual program eligibility shall be applied with the time study process, or eligibility ratios shall be applied to the final results in order to determine the proper share of each allowable activity's costs to be charged to the federal program.

Section 1.6. *Use of LCTS funds.* The COUNTY agrees that all revenue resulting from the LCTS shall be deposited in the integrated fund under the operating authority of each collaborative's governing body. It is understood that the authority to decide how LCTS funds are spent shall reside with each local collaborative. It is further understood that LCTS funds shall be used to expand prevention and early intervention services to families and children and be consistent with the following paragraphs:

(i) For children's mental health collaboratives, LCTS funds shall be used to expand the initial target population or to develop or provide mental health services through the local integrated service system to children in the target population pursuant to Minnesota Statutes, Section 245.495(a).

(ii) For family services collaboratives, LCTS funds shall be used to expand expenditures for education, social, health, or health-related services to families and children pursuant to Minnesota Statutes, Section 256F.13(1)(b)(4).

(iii) LCTS funds shall not be used to pay for out-of-home placements.

Section 1.7. *Maintain accounting system.* The COUNTY and agencies participating in the LCTS shall maintain an accounting and financial management system adequate to support all claims for federal reimbursement through the LCTS. The STATE, COUNTY and other agencies participating in the LCTS shall work together to ensure the implementation of an adequate accounting and financial management system.

Section 1.8. *Nonfederal share of expenditures.* The COUNTY and other agencies participating in the LCTS shall provide the nonfederal share of all expenditures for which federal revenue is claimed through the LCTS. In addition, the COUNTY and other agencies shall ensure that expenditures submitted for federal reimbursement shall be paid from public sources other than federal funds or funds used to match other federal funds.

ARTICLE 2

STATE'S DUTIES

Section 2.1. *Training.* The STATE shall provide training to the COUNTY and other collaborative partners regarding the administration of the LCTS.

Section 2.2. *Payment of LCTS funds.* The STATE shall pay the federal reimbursement earned under this Contract to the COUNTY based on their earnings pursuant to the terms of payment in Article 3.

Section 2.3. *Relationship to other funding.* The STATE shall ensure that federal reimbursement earned pursuant to this contract shall not be used in determining the allocation or distribution of other funds to counties or collaboratives.

ARTICLE 3

TERMS OF PAYMENT

Section 3.1. *Payment schedule.* (a) Except as provided in this Article, the STATE shall forward to the COUNTY on a quarterly basis federal funds earned through the LCTS.

(b) For purposes of this contract, the term "quarter" shall mean a period of three months ending on the last day of March, June, September and December.

Section 3.2. *Basis of payments.* Payments to the COUNTY shall be based upon activities and costs eligible for reimbursement through Titles IV-E and XIX of the Social Security Act. If at any time such federal funds become unavailable, the COUNTY shall be paid on a pro rata basis, for services satisfactorily performed and for which federal reimbursement was received.

Section 3.3. *Submission of reports.* (a) The amount forwarded to the COUNTY shall be based on eligible activities identified through the LCTS and quarterly costs. The COUNTY shall submit LCTS cost reports within 20 days after the end of the quarter. Cost reports received by the STATE more than 20 days after the end of the quarter and amended cost reports shall be processed one year after the original cost report was due unless otherwise agreed to by the STATE. Cost reports submitted more than one year after the original due date will not be eligible for reimbursement.

(b) The COUNTY working with its collaborative partners shall submit LCTS response data to the STATE within seven days from the time the random moment was to be completed, unless otherwise agreed to by the STATE.

Section 3.4. *DHS Administrative fee.* The STATE will invoice the COUNTY on an annual basis, using a form approved by the STATE, for the STATE's total expenditures during the designated annual period in order to repay the special revenue maximization account for state expenses incurred exclusively in administering the LCTS. Payment in full is due to the STATE no more than thirty (30) days past the date of the invoice. If efforts to rectify payment issues with the COUNTY are unsuccessful, the STATE may suspend or terminate the COUNTY'S participation in the Local Collaborative Time Study (LCTS) until such time as the delinquent invoice is paid in full.

Section 3.5. *Disallowances.* The STATE shall recover from the COUNTY any federal fiscal disallowances or sanctions attributable to actions of the COUNTY, COUNTY'S subcontractors, agencies participating in the LCTS, or other members of the collaborative. If federal fiscal disallowances or sanctions are based on either a statewide sample or a categorical disallowance imposed across the State, the STATE shall recover the proportional share of the disallowance or sanction from the COUNTY.

Section 3.6. *Conditions of payment.* All services and reporting provided by the COUNTY or the members of the collaborative pursuant to this contract shall be performed to the satisfaction of the STATE, as determined in the sole discretion of its authorized agent, and in accord with all applicable federal, state and local laws, rules and regulations. The STATE reserves the right to suspend, reduce or terminate the distribution of LCTS funds to the COUNTY for services, LCTS reporting, or reporting provided pursuant to Section 1.3 of this contract found by the STATE to be unsatisfactory or in violation of federal or state laws and regulations.

Section 3.7. *Payment recoupment.* The COUNTY must reimburse the STATE upon demand or the STATE may deduct from future payments made pursuant to the contract, any amounts paid by the STATE under this contract, for which invoices and progress reports have not been received, or for which the COUNTY'S or collaborative's books, records or other documents are not sufficient to clearly substantiate that those amounts were used by the COUNTY or collaborative to perform the services described in this contract.

ARTICLE 4

TERM OF CONTRACT

Section 4.1. *Term of contract.* This contract shall be effective July 1, 2012, or upon the date that the final required signature is obtained by the STATE pursuant to Minnesota Statutes Section 16C.05, subdivision 2, whichever occurs later, and shall remain in effect until June 30, 2017 or until canceled according to the provisions set forth in Section 4.2.

Section 4.2. *Cancellation.* This contract may be canceled by the STATE, COUNTY or the Commissioner of the Department of Administration at any time, with or without cause, upon thirty (30) days' written notice to the parties of this contract. In the event of such cancellation, the COUNTY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

ARTICLE 5

GENERAL PROVISIONS

Section 5.1. *State's authorized agent.* The STATE's authorized agent for the purposes of administration of this contract is Danna Reese, or her successor. Such agent shall have final authority for acceptance of services and reports provided by the COUNTY or members of the collaborative.

Section 5.2. *Amendments.* Any amendments to the contract shall be in writing, and shall be executed by the same parties who executed the original contract or their successors in office.

Section 5.3. *Assignment.* The COUNTY shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of the STATE. However, in the event of a disallowance or sanction imposed by the federal government, the county may pass part or all of the disallowance or sanction risk to other members of the collaborative by incorporation of a risk sharing provision into the Collaborative's governance agreement.

Section 5.4. *Liability.* To the extent provided for in Minnesota Statutes, section 466.01 to 466.15, the COUNTY agrees to be responsible for any and all claims or causes of action arising from the performance of this grant by COUNTY, collaborative members, or any agents of the COUNTY or collaborative members. This clause shall not be construed to bar any legal remedies COUNTY may have for the STATE's failure to fulfill its obligations pursuant to this grant.

Section 5.5. *State and federal audits.* The books, records, documents, and accounting procedures, and practices of the COUNTY, collaborative and any collaborative members relevant to this contract shall be subject to examination by the STATE's contracting department, the legislative auditor, and appropriate federal auditors. Records shall be sufficient to reflect all costs incurred in performance of the contract, and shall be maintained for six years.

Section 5.6. *Ownership of materials and intellectual property rights.* (a) All materials conceived or originated by the COUNTY or collaborative members either individually or jointly with others arising out of the performance of this contract shall be brought to the attention of the STATE and the STATE shall have the right to reproduce, publish, or otherwise use, and to authorize others to use, the materials for collaborative-related purposes. Materials include any report, study, computer software, database, model, invention, photograph, negative, audio or video recording, or other item or document, in whatever form, created or prepared by the COUNTY or collaborative members in the performance of its obligations under this contract.

(b) If any copyrightable material is developed in the course of or under this contract, the STATE and the U.S. Department of Health and Human Services shall have a royalty free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes.

Section 5.7. *Workers' compensation.* GRANTEE certified that it is in compliance with the workers' compensation insurance coverage requirements of Minnesota Statutes, Section 176.181, Subdivision 2. The GRANTEE'S employees and agents will not be considered employees of the STATE. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE'S obligation or responsibility.

Section 5.8. *Affirmative Action.* The COUNTY certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363.073. This section shall not apply if the amount of funds distributed pursuant to the contract is less than \$50,000 where the COUNTY has not employed more than twenty full-time employees at any time during the previous 12 months.

Section 5.9. *Purchase of equipment.* The COUNTY shall obtain the STATE'S approval before purchasing an information management system or any equipment to support an information management system using LCTS funds.

Section 5.10. *Ownership of equipment.* (When applicable) Disposition of all equipment purchased pursuant to this contract shall be in accordance with Title 45, Code of Federal Regulations, part 74, subpart C. For all equipment having a unit acquisition of \$5,000.00 or more, the STATE shall have the right to require transfer of the equipment (including title) to the Federal government or to an eligible non-Federal party named by the STATE. This right will normally be exercised by the STATE only if the project or program for which the equipment was acquired is transferred from one COUNTY to another.

Section 5.11. *Federal audit requirements and contractor debarment information.* COUNTY certifies it will comply with the Single Audit Act, OMB Circular A-128 and OMB Circular A-133, as applicable. Failure to comply with these requirements could result in forfeiture of federal funds.

COUNTY DEBARMENT, SUSPENSION AND RESPONSIBILITY

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

By signing this contract, COUNTY certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and
2. Have not within a three-year period preceding this Contract: a) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; b) violated any federal or state antitrust statutes; or c) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: a) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; b) violating any federal or state antitrust statutes; or c) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
4. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this contract are in violation of any of the certifications set forth above.
5. Shall immediately give written notice to the State should COUNTY come under investigation for allegations of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing; a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

Section 5.12. *Data privacy.* It is expressly agreed that the COUNTY and the collaborative members shall abide by all applicable state and federal laws and regulations concerning the handling and disclosure of private and confidential data on individuals or other data made not public by such laws or regulations. The COUNTY agrees to indemnify and save and hold the STATE, its agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any state or federal laws and regulations governing the disclosure of data by the COUNTY or collaborative members, including legal fees and disbursements paid or incurred to enforce the provision of this contract.

It is expressly agreed that the COUNTY, COUNTY's subcontractors, agencies participating in the LCTS, and other collaborative members are not members of or included within the welfare system for purposes of the Minnesota Government Data Practices Act solely as a result of this contract.

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

APPROVED:

**1. COUNTY – AITKIN COUNTY
HEALTH AND HUMAN SERVICES**

By: _____

Title: Director

Date: _____

**2. MINNESOTA DEPARTMENT OF
HUMAN SERVICES**

By: _____

Title: Director,
Financial Operations Division

Date: _____

**3. COUNTY – AITKIN COUNTY
BOARD OF COMMISSIONERS**

By: _____

Title: Chairperson

Date: _____

**4. COUNTY – AITKIN COUNTY
ATTORNEY**

I certify that the signatories for the COUNTY have the lawful authority to bind the COUNTY to the terms of this contract.

By: _____

Title: Aitkin County Attorney

Date: _____

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

VII. - C. - 1.

AITKIN COUNTY

Provider Name: Recover Health of Minnesota, Inc.

DBA: N/A

Address: 5900 Green Oak Drive, Suite 200

City and Zip: Minnetonka, MN 55343

Program Area: HCBS

Medicare Provider Number: 24-8068

Contract effective for the period beginning January 1, 2013 through June 30, 2016

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

TABLE OF CONTENTS

<p>1. General Provisions 2</p> <p style="padding-left: 20px;">A) Purpose 2</p> <p style="padding-left: 20px;">B) Cooperation 2</p> <p style="padding-left: 20px;">C) Minimum Standards 2</p> <p>2. Definitions 2</p> <p>3. Purchase of Service(s) 5</p> <p style="padding-left: 20px;">A) Description of Services 5</p> <p>4. Eligibility for Services 6</p> <p>5. Payment Rates for Purchased Services 6</p> <p style="padding-left: 20px;">A) Total Cost of the Contract 6</p> <p style="padding-left: 20px;">B) Payment Rates 6</p> <p>6. Methods of Billing 7</p> <p style="padding-left: 20px;">A) Billing MMIS for Purchased Services 7</p> <p style="padding-left: 20px;">B) Billing the Financially Responsible Agency for Authorized and Purchased Services 8</p> <p>7. Discontinuation/Termination of Services for Individuals 9</p> <p style="padding-left: 20px;">A) Provider Inability to Provide Services 9</p> <p style="padding-left: 20px;">B) Safety of the Person 9</p> <p style="padding-left: 20px;">C) Notice of Discharge/Termination 9</p> <p style="padding-left: 20px;">D) Written Procedures 9</p> <p>8. Provider Qualifications and Training 10</p> <p>9. Standards and Licenses 10</p> <p>10. Record Disclosures 12</p> <p>11. Audit, Reports and Evaluations 12</p> <p>12. Safeguard of Information 14</p>	<p>13. Equal Employment Opportunity, Civil Rights and Non-discrimination 15</p> <p>14. Fair Hearing and Grievance Procedures 15</p> <p>15. Bonding, Indemnity, Insurance and Audit Clause 16</p> <p style="padding-left: 20px;">A) Bonding 16</p> <p style="padding-left: 20px;">B) Indemnity 16</p> <p style="padding-left: 20px;">C) Insurance 16</p> <p>16. Conditions of the Parties' Obligations 17</p> <p>17. Subcontracting 18</p> <p>18. Independent Contractor 18</p> <p>19. Disclosure 19</p> <p>20. Default 19</p> <p style="padding-left: 20px;">A) Unforeseeable Acts or Events (Force Majeure) 19</p> <p style="padding-left: 20px;">B) Changes in Policy or Staff 19</p> <p style="padding-left: 20px;">C) Default by Provider 19</p> <p style="padding-left: 20px;">D) Default by Lead County or Other Financially Responsible Agency 20</p> <p style="padding-left: 20px;">E) Written Notice of Default 20</p> <p style="padding-left: 20px;">F) Cure Period 20</p> <p>21. Termination of Contract 20</p> <p style="padding-left: 20px;">A) With or Without Cause 20</p> <p style="padding-left: 20px;">B) Termination by Lead County – Lack of Funding 20</p> <p style="padding-left: 20px;">C) Written Notice of Termination 21</p> <p style="padding-left: 20px;">D) Duties of Provider Upon Termination 21</p> <p style="padding-left: 20px;">E) Duties of Lead County or Other Financially Responsible Agency Upon Termination 21</p> <p style="padding-left: 20px;">F) Effect of Termination 21</p>
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HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

22. Contract Rights and Remedies	21
A) Cumulative Rights	21
B) Waiver	21
C) Damages	22
23. Contract Additions or Modifications	22
A) Addendum	22
B) Amendments	22
C) Assigned Designees	22
D) Contract Complete	22
24. Severability	22
25. Extension Clause	22
26. Department of Human Services as Third Party Beneficiary	23
27. Merger	23
A) Entire Contract	23
28. Notice	23
A) Notice Given Under This Contract	23
Signature Page	24
Attachments	27
A) Purchased Services for Disability Waivers	28
B) Purchased Services for Elderly Waiver (EW) and Alternative Care (AC)	29
C) Rate Schedules	30

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

The Aitkin County Board of Commissioners, located at 204 1st Street NW, Aitkin, MN 56431 acting through Health and Human Services, hereafter referred to as the "Lead County" and, Recover Health of Minnesota, INC. doing business as Same at 5900 Green Oak Drive, Suite 200, Minnetonka, MN, 55744, hereafter referred to as the "Provider," enter into this Contract effective for the period beginning January 1, 2013 through June 30, 2016 regardless of the date of the signatures hereunder, unless sooner terminated or unless extended, as provided herein.

WHEREAS, pursuant to the Children and Community Services Act, Minnesota Statutes, Chapter 256.0112, now in force or as hereafter enacted or amended, the Lead County has identified certain populations within the County who are eligible for specific home and community-based waiver services or other services as identified in the attached Attachments A and B; and

WHEREAS, federal and state funds are available for the purchase of Title 19 home and community-based services through the State of Minnesota pursuant to U.S. Code, Title 42, sections 1396 through 1396P, and Minnesota Statutes, Chapters 245B and 256B now in force or as hereafter enacted or amended. Home and community-based waiver services include the Community Alternative Care (CAC) Waiver, the Community Alternatives for Disabled Individuals (CADI) Waiver, the Developmental Disabilities (DD) Waiver, the Traumatic Brain Injury (TBI) Waiver, the Elderly Waiver (EW), and Alternative Care (AC); and

WHEREAS, the Lead County wishes to purchase services from the Provider and the Provider agrees to furnish services to persons in accordance with Minnesota Statutes, Chapters 245A, 245B, 256B and 256.0112; Minnesota Rules, Chapter 9525, and in accordance with the type, amount, frequency and duration stated in each person's Community Support Plan (CSP) under this Contract; and

WHEREAS, the Provider represents that it is duly qualified and willing to perform such services; and has submitted the following identification numbers: Federal Tax ID# 41-1623324; NPI or UMPI number 1346272945; and

WHEREAS, the Lead County and the Provider, according to Minnesota Statutes, section 256B.092, subdivision 8a or section 256.0112, subdivision 6, understand that this Contract serves as a Lead County contract for services purchased by other Financially Responsible Agencies;

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

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

1. GENERAL PROVISIONS

- A) **Purpose.** The purpose of this Contract is to define the rights and obligations of the parties with respect to home and community-based waiver services.
- B) **Cooperation.** The Lead County and Provider shall cooperate and use their reasonable efforts to ensure the most expeditious implementation of the various provisions of this Contract. The parties agree to, in good faith, undertake resolution of any disputes hereunder in an equitable and timely manner.
- C) **Minimum Standards.** The provisions contained in this Contract establish the necessary and required minimum standards that the parties to this Contract shall follow when contracting for home and community-based waiver services.

2. DEFINITIONS

- A) For purposes of this Contract, the following terms are given the following meanings:
 - 1) **Addendum:** Additions to the original terms of the contract, which must be reduced to writing and agreed upon by both parties to be valid.
 - 2) **Alternative Care:** Provides state funding for home and community-based services necessary as an alternative to institutionalization that promote the optimal health, independence, and safety of adults who are 65 and older who would otherwise require the level of care provided in a nursing facility and would be eligible for medical assistance within 135 days of admission.
 - 3) **Amendment:** Change, alteration, or modification to the original terms of the contract, which must be reduced to writing and agreed upon by both parties to be valid.
 - 4) **Attachment:** Document(s) that covers any information, whether an addition or change, that is not covered in the original negotiated contract. An attachment may be either an addendum or amendment to the Contract.
 - 5) **Community Alternative Care (CAC) Waiver:** Provides funding for home and community-based services necessary as an alternative to institutionalization that promote the optimal health, independence, safety, and integration of children and adults who are chronically ill or medically fragile and meet the waiver eligibility criteria and who would otherwise require the level of care provided in a hospital.
 - 6) **Community Alternatives for Disabled Individuals (CADI) Waiver:** Provides funding for home and community-based services necessary as an alternative to institutionalization that promote the optimal health, independence, safety, and integration of children and adults who meet the waiver eligibility criteria and who would otherwise require the level of care provided in a nursing facility.
 - 7) **Community Support Plan (CSP), also referred to as Collaborative Care Plan (CCP) and Individual Service Plan (ISP):** The person-centered plan developed by the Financially Responsible Agency within ten (10) working days of the assessment and enrollment of the person into the waiver program; a plan that identifies the assessed needs of the individual and the services and support needed to meet those needs. CSPs must be developed in accordance with Minnesota Statutes, section 256B.49, subdivision 15 and Minnesota Statutes, section 256B.092, subdivision 1b. CSPs may also be referred to as Collaborative Care Plans or Individual Service Plans or ISPs. For Elderly Waiver and Alternative Care, the CSP must be completed within

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

twenty (20) calendar days of the assessment in accordance with Minnesota Statutes section 256B.0913 and 256B.0915.

- 8) **Contract:** Agreement that can include attachments, amendments and addenda incorporated into the agreement by reference between the Lead County and the Provider whereby the parties exchange promises that give a legal duty to the other and the right to seek a remedy for breach of these duties. May also be referred to as the "Home and Community-based Services (HCBS) Waiver Contract" or "Agreement."
- 9) **Default:** Failure to perform one's own duties under the contract.
- 10) **Department or DHS:** The Minnesota Department of Human Services.
- 11) **Developmental Disabilities (DD) Waiver:** Provides funding for home and community-based services necessary as an alternative to institutionalization to promote the optimal health, independence, safety, and integration of children and adults with a developmental disability or a related condition who meet the waiver eligibility criteria and who require the level of care provided in an Intermediate Care Facility for persons with mental retardation or related conditions (ICF/MR). "Developmental disability" is given the meaning in Minnesota Rules, part 9525.0016, subpart 2, and "related condition" is given the meaning in Minnesota Statutes, section 252.27, subdivision 1a.
- 12) **Elderly Waiver:** Provides funding for home and community-based services for people age 65 and older who are eligible for Medical Assistance and require the level of care provided in a nursing home but choose to reside in the community.
- 13) **Fee for Service (FFS):** A service delivery system in which providers bill for each service they provide, and receive reimbursement for each covered service based on a predetermined rate.
- 14) **Fidelity Bond:** Written instrument that reimburses employers, up to the amount of the bond, for losses stemming from dishonest and/or negligent actions of their employees.
- 15) **Financially Responsible Agency:** The County, Tribe, or Managed Care Organization responsible to manage the costs of the contract services.
 - a. For CAC, CADI, TBI and DD waivers, Financially Responsible Agency means County of Financial Responsibility as defined in Minnesota Statutes, section 256G.02, subdivision 4.
 - b. For EW, AC, and MnDHO, the Financially Responsible Agency is
 - (i) For FFS, the county of service which is the county where the client lives and is defined in Minnesota Rules, part 9505.0015, subpart 11
 - (ii) For Managed Care, is the Managed Care Organization responsible to manage the costs of the services.
- 16) **Incident:** Occurrence of a serious injury as defined in Minnesota Statutes, section 245.91, subdivision 6.
- 17) **Indemnity:** Payment or compensation for damages or losses done; obligation of the provider to reimburse the Department and/or the Financially Responsible Agency for losses that have occurred.
- 18) **Independent Contractor:** Person or company that provides goods or services to another entity under terms specified in a contract.
- 19) **Lead County:** The County that negotiates and enters into the contract with the Provider, typically the county where the provider is located. Has the meaning given it in Minnesota Statutes, section 256.0112, subdivision 6.

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

- 20) **Reimbursement for Overhead Expenses due to Residential Absence:** Days when a person is not receiving residential services. Examples of leave days include days when the person is absent from the residence due to hospitalization, crisis services, home visits, vacation days, and so on. Medicaid policy permits payment only for services actually provided to an eligible person, which does not include leave days. (See the Disability Services Program Manual on Reimbursement for overhead expenses due to residential absence for more information.)
- 21) **Managed Care Organization (MCO):** An entity that has, or is seeking to qualify for, a comprehensive risk contract that is, and that is: (1) a Federally Qualified HMO that meets the advance directives requirements of 42 CFR 489.100-104; or (2) any public or private entity that meets the advance directives requirements and is determined to also meet the following conditions; a) makes the services it provides to its Medicaid enrollees as accessible (in terms of timeliness, amount, duration, and scope) as those services are to other Medicaid Recipients within the area served by the entity, and b) meets the solvency standards of 42 CFR 438.116.
- 22) **Medicaid Management Information System (MMIS):** Claims payment, information management, and retrieval system administered by the Department in a computer format. In Minnesota, Medicaid services are authorized and billed through MMIS under FFS purchase and delivery or through arrangements with Managed Care Organizations under agreement with DHS.
- 23) **MMIS Service Agreement:** Online entry into MMIS that identifies services, provider, and payment information for a person receiving home care or waiver services in FFS purchase and delivery or in arrangements by Managed Care Organizations under agreement with DHS. The MMIS service agreement, completed by the Financially Responsible Agency, identifies and authorizes specific waiver services to be provided and includes for each service: the type of service unit, the cost of a service unit, and the number of units over a specific duration of time. Payments to approved providers will be made according to Minnesota Statutes and procedures. *Note: The MMIS service agreement is merely an integrated component of this contract. Service agreements are not binding contracts and do not carry the full rights and protections available in a Purchase of Service Contract.*
- 24) **Person:** Individual who meets eligibility requirements specific to federal and state-funded health care programs to participate in such programs; the person determined to be eligible and authorized to receive waiver or Alternative Care services.
- 25) **Provider:** Party from which services are purchased. May also be referred to as Contractor.
- 26) **Purchased Services:** Outcome-based services authorized on an MMIS Service Agreement or authorized by a Managed Care Organization that are provided in response to the eligible person's identified needs as specified in their individual plan, based upon the needs and preferences of the person and the person's personal goals, and which are consistent with the principles of most inclusive environment, self-determination, and other rights of the person.
- 27) **Spenddown:** The amount a Medicaid recipient is responsible to pay toward their Medicaid services on the first day that they are eligible for such services.
- 28) **State:** The State of Minnesota or an agency thereof, as determined by the context of the specific provision of this Contract to which it relates.
- 29) **Subcontractor:** Individual or a company that signs a contract to perform part or all of the obligations of the Provider's contract.

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

- 30) **Third-Party Beneficiary:** Individual or entity recognized as having enforceable rights created in them under a contract to which they are not parties as addressed in Minnesota Rules, part 9525.1870, subpart 2.
- 31) **Traumatic Brain Injury (TBI) Waiver:** Provides funding for home and community-based services necessary as an alternative to institutionalization that promote the optimal health, independence, safety and integration of children and adults with an acquired or traumatic brain injury who meet the waiver eligibility criteria and who would otherwise require the level of care provided in a nursing facility or a neurobehavioral hospital.
- 32) **Units of Service:** Defined period of time, including the following: per day, per partial day, per hour, per month, per 30 minutes, per 15 minutes, per occurrence; or a flat rate; or as identified in the Minnesota Health Care Programs Provider Manual (HCBS Waiver Services).
- 33) **Waiver Obligation:** People with income equal to or less than the Special Income Standard (SIS) are eligible for EW without a Medical Assistance spenddown. They must contribute any income over the Maintenance Needs Allowance and other applicable deductions to the cost of services received under EW.

3. PURCHASE OF SERVICE(S)

- A) **Description of Services:** The Provider shall provide services detailed in Attachment A, entitled "Purchased Services," which is attached and incorporated into this Contract by reference. All Purchased Services must be specified in the person's community support plan and authorized by the Financially Responsible Agency.
 - 1) All parties to this Contract agree to provide Purchased Services as specified in the person's Community Support Plan and as authorized by the Financially Responsible Agency. Purchased Services must comply with applicable Minnesota Statutes, Minnesota Rules, and federally approved Minnesota waiver plans. The Community Support Plan is incorporated by reference into this Contract.
 - 2) This Contract may serve as a Lead County contract for services purchased by other Financially Responsible Agencies, including Managed Care Organizations and Tribes.
 - 3) This Contract may be accessed as a Lead County Contract under applicable Minnesota law, rules and/or at the Lead County's discretion. If accessed as a Lead County contract, the Provider shall abide by the terms of this Contract. Such Financially Responsible Agencies that access the Lead County contract shall be financially responsible under the terms of this Contract for those persons they authorize for and are subject to statutory or other restrictions in the lead county contract.
 - 4) The Lead County shall monitor the terms of this Contract and shall make available copies of this Contract upon request of Financially Responsible Agencies. Financially Responsible Agencies may complete an addendum or amendment to this contract with the permission of all parties involved.

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

- 5) Nothing in this Contract shall be construed as requiring the Provider to continue to provide services for any eligible person upon cessation of the contract, or as requiring the Financially Responsible Agency to continue to purchase services for any eligible person upon cessation of the contract.
- 6) Waiver funds may not be used for room and board costs except when provided as part of respite care furnished in certain licensed facilities as identified in the federally approved waiver plan.
- 7) Incident reports will be submitted to the Lead County as well as the Financially Responsible Agency as specified in the person's community support plan as requested by the Financially Responsible Agency. Reports will be in a format approved by the Lead County. License holders must follow Minnesota Statutes, section 245B.05, subdivision 7 when incidents occur.
- 8) The Provider agrees to participate in team meetings related to the person as initiated or as requested by the team or the individual.

4. ELIGIBILITY FOR SERVICES

- A) The parties understand and agree that the Financially Responsible Agency shall have the responsibility of determining the eligibility of the person to receive Purchased Services in accordance with the eligibility criteria established by applicable Minnesota Rules and federally approved state waiver plan requirements, and under MN Statute 256B.0913.
- B) When the Financially Responsible Agency has determined the person is no longer eligible to receive services or that services are no longer needed or appropriate, the Financially Responsible Agency shall notify the person or the person's legal representative in writing of the proposed termination, denial or reduction of services within ten (10) business days prior to the Financially Responsible Agency's proposed date of action. The Financially Responsible Agency shall also notify the Provider within ten (10) business days of the determination.
- C) The Financially Responsible Agency shall also provide information regarding the person's right to appeal the proposed Financially Responsible Agency's action as provided under Minnesota Statutes, section 256.045.

5. PAYMENT RATES FOR PURCHASED SERVICES

- A) **Total Cost of the Contract.** The total amount to be paid pursuant to this Contract shall not exceed the compensation due for the amount of services authorized and actually delivered. The Lead County or any other Financially Responsible Agency does not guarantee to purchase any minimum amount of services under this Contract.
- B) **Payment Rates.** The Provider shall be paid for authorized and delivered services as agreed to by the parties of this Contract. Rate setting authority originates from this Contract and not from MMIS Service Agreements. Rates as agreed to in this Contract must agree and be accurately reflected in MMIS. Rate schedules attached to this

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

agreement via Attachment(s) C are incorporated into this Contract by reference herein and are deemed part of this Contract.

1. No advance payments will be made under this Contract.
2. Payment for leave days is not permitted through the AC Program, EW, CAC, CADI, DD or TBI waivers. The Provider's payment rate in 5.B may, however, include overhead expenses of days when a person is away from a residence. (See the Disability Program Services Manual on Reimbursement for overhead expenses due to a residential absence for a list of affected waiver services and for acceptable ways to include absences in overhead expenses.)
3. If the Minnesota Legislature approves a rate increase, requires a rate decrease, or makes any other changes to the reimbursement rates for any service included in this Contract, the new rate shall be in effect under this Contract.
 - a. The Lead County will send the Provider a written confirmation of the new rate. If the Financially Responsible Agency has accessed the Lead County contract and amended the rates, it will send the provider notices.
 - b. The Provider agrees to abide by any conditions imposed upon the use of increased funds that may be established by law or direction from the State of Minnesota, Department of Human Services.
 - c. Any interpretation pertaining to eligibility for a rate change as well as the exact amount of the rate change shall be subject to applicable law, rule, or regulation and shall be consistent with guidelines developed by the State of Minnesota and the Lead County.
4. The Lead County may allow the Provider to negotiate the rate it will charge for some services, subject to MMIS rate limits. The Provider must provide sixty (60) calendar days written notice to the Lead County, eligible persons, and responsible parties to change rates as required by individual service needs. Existing eligible person's service authorizations continue at the previous rate for the duration of the authorization unless the Lead County agrees otherwise. Rate changes must be approved by the Lead County prior to being implemented.
 - a. The 60-day written notice, as described in 5B (4), will be waived in cases of emergency or extenuating circumstances. In such cases, the Provider must provide the Lead County with reasonable notice in order to change rates. Timeliness of the notice will be determined by the Lead County.

6. METHODS OF BILLING

A) Billing MMIS for Purchased Services

- 1) The Provider shall submit invoices to the State of Minnesota following the policies and procedures established for payment of Minnesota Health Care Program services, as set forth in Minnesota Statutes, section 256B.064; Minnesota Rules, chapter 9505, and the Minnesota Health Care Program Provider Manual.
- 2) In the event that services provided to eligible persons may be reimbursed by private health insurance, Long Term Care Insurance, Medical Assistance State Plan services,

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

or Medicare, the Provider shall bill such third parties before billing home and community-based services and the State of Minnesota.

- 3) The Provider agrees to notify the State of Minnesota if full or partial payment is received from any source other than this Contract for any eligible person also paid by the State. In such cases, the Provider shall return to the State any duplicate payment made by the State for such eligible persons.
- 4) The parties understand and agree that the Provider will have sole responsibility for the collection of other fees or revenues, with the exception of Alternative Care fees. Further, the parties agree that the Lead County or other Financially Responsible Agency shall accept no responsibility for the collection or subsidization of bad debts related to other revenue for Purchased Services.
- 5) The Provider shall bill consistent with applicable Minnesota Rules in effect at the time the service was performed.
- 6) The Provider will bill only for services actually delivered and only for days when services were actually delivered. Providers may not bill for leave days.

B) Billing the Financially Responsible Agency for Authorized and Purchased Services

- 1) The Provider shall submit billing invoices within thirty (30) calendar days after Purchased Services have been delivered to eligible persons. Invoices shall be submitted to the Financially Responsible Agency in a format and according to a process communicated by the Financially Responsible Agency.
- 2) The Financially Responsible Agency will make payment within thirty (30) calendar days from the receipt of the invoice. If the invoice is incorrect, defective or otherwise improper, the Financially Responsible Agency will notify the Provider within ten (10) working days of receiving the incorrect invoice. Upon receiving the corrected invoice, the Financially Responsible Agency will make payment within thirty (30) calendar days.
- 3) The Provider shall prepare an invoice for any other Financially Responsible Agency paying for an eligible person in cases where the Lead County under this contract is not the Financially Responsible Agency for an individual.
- 4) In the event that services provided to eligible persons may be reimbursed by private health insurance, Long Term Care Insurance, Title XIX Medical Assistance, or Medicare, the Provider shall bill such third parties before billing home and community-based services and the State of Minnesota.
- 5) The Provider agrees to notify the Financially Responsible Agency if full or partial payment for Purchased Services is received from any other source for any eligible person when those Purchased Services were also paid for by the Financially Responsible Agency. In such cases, the Provider shall return to the Financially Responsible Agency any duplicate payment made by the Financially Responsible Agency for such eligible persons.
- 6) The parties understand and agree that the Provider will have sole responsibility for the collection of other fees or revenues, with the exception of Alternative Care fees. Further, the parties agree that the neither the Lead County nor any other Financially Responsible Agency shall have responsibility for the collection or subsidization of bad debts related to other revenue for Purchased Services.
- 7) The Provider will bill consistent with Minnesota Rules, part 9525.0950, subpart 1, or in effect at the time the service was performed.

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

- 8) The Provider agrees not to include in the charges for services any administrative or program cost assignable to private pay or third-party pay service recipients.
- 9) The Provider will bill only for services actually delivered.

7. DISCONTINUATION/TERMINATION OF SERVICES FOR INDIVIDUALS

- A) **Provider Inability to Provide Services.** The Provider shall, within no more than ten (10) business days of its determination, notify the Financially Responsible Agency of its determination that it is unable to, or will be unable to, provide the required quality or quantity of Purchased Services for an individual person.
 - 1) A transition plan must be developed with the person's case manager/care coordinator. The Financially Responsible Agency will implement the transition plan within the subsequent twenty (20) calendar days of notification of inability to provide services.
- B) **Safety of the Person.** If the Lead County or other Financially Responsible Agency has sufficient reason to believe that the safety or well-being of a person receiving services may be endangered by actions of the Provider, its agent and/or employees, the Lead County or other Financially Responsible Agency may require that the Provider immediately terminate providing services to the person. The Lead County or other Financially Responsible Agency may also remove the person from the care of the Provider. These actions may be taken forthwith and may continue for such a period as is reasonably necessary for the Lead County or other Financially Responsible Agency to determine that the safety and well-being of the person has been assured. If it is determined that the safety and well-being of the person will remain in jeopardy, the Financially Responsible Agency may terminate the MMIS Service Agreement for a specific individual. No payments shall be made for the period during which services are suspended or terminated. In the event of such suspension or termination, the Provider shall be entitled to payment, determined on a pro rata basis, for the work or services satisfactorily performed.
- C) **Notice of Discharge/Termination.** The Provider agrees to give at least a 30-day written notice to the Financially Responsible Agency, the person to be discharged, and the person's responsible party or legal representative whenever the Provider proposes to discharge or terminate service(s) to a person who has received services, unless other legal requirements impose a longer notice period, in which case the longer notice period applies. This notice of action must include the specific grounds for termination and document attempts to address those reasons with the Financially Responsible Agency. The Provider shall not terminate services or discharge a person before giving such notice or before the proposed date unless delay would seriously endanger the health, safety, or well-being of the person or others. This includes the provider terminating service(s) to a person because of non-payment of an EW Waiver Obligation or Medical Assistance Spenddown.
- D) **Written Procedures.** The Provider agrees to establish and provide to the Lead County and Financially Responsible Agencies written procedures for terminating services to a person. The written procedures shall include provision for notification of the case manager, the person to be discharged, and the person's responsible party or legal representative. The written procedures shall state that the Provider will assist the

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

Financially Responsible Agency to ensure a smooth transition to other services. A written summary of information and transfer of records will be included in the procedures.

8. PROVIDER QUALIFICATIONS AND TRAINING

- A) The Provider agrees to use only qualified personnel to provide any Purchased Services. If licensing or certification is a necessary prerequisite for provision of services, the Provider shall ensure that personnel are properly licensed or certified and meet standards described in the applicable federally-approved state waiver plans.
- B) The Provider agrees to provide or arrange for staff training as required in Minnesota Statutes and Minnesota Rules, in compliance with training requirements under Minnesota waiver plans and as specified in the respective individual plan of each person served under this Contract, or if the Financially Responsible Agency has additional training requirements as per the individual support plan. A copy of the staff-training plan shall be provided to the Lead County and to other persons as requested. Upon Lead County or Financially Responsible Agency's request, the Provider shall provide a copy of records that show that the training plan has been implemented.
- C) The Provider agrees to maintain at all times during the term of this Contract a process whereby its current and prospective employees and volunteers, who will have direct contact with persons served by the program or its services, will consent to a background study under Minnesota Statutes, Chapter 245C. The Provider agrees to ensure that employees and volunteers who have direct contact with persons served by its program or services are supervised or removed from direct contact to access to persons receiving its services as required under Minnesota Statutes, Chapter 245C.13.
- D) All persons 18 years and older under this current contract categorically fall under the definition of Vulnerable Adults as defined in Minnesota Statutes, section 626.5572. Providers must follow all reporting requirements as defined in Minnesota Statutes, section 626.557. Providers must also show that staff training is completed in the areas that must be reported, local common entry point contacts, and follow-up within the Provider agency.
- E) Providers who provide services to persons under the age of 18 must comply with the Maltreatment of Minors reporting requirements as defined in Minnesota Statutes, section 626.556.

9. STANDARDS AND LICENSES

- A) The Provider represents that it is and will remain qualified and licensed to provide the Purchased Services in accordance with the applicable provisions of Minnesota Rules, Minnesota Statutes, federally-approved Minnesota state waiver plans, and during the term of this Contract.
- B) The Provider agrees to inform the Lead County or other Financially Responsible Agency who has authorized services under this contract of the following within five (5) business days after occurrence:

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

- 1) Any changes in licensure status and/or any reported warning to suspend or revoke licensure status.
 - 2) Any allegations and/or investigation by a government agency of fraud or criminal wrongdoing.
 - 3) Any federal exclusion of an individual or entity as described in Section 11 of this Contract or any conviction that could result in a federal exclusion.
- C) The Provider agrees to comply with all federal, state, county and local laws, regulations, ordinances, rules, and certifications as pertaining to the facilities, programs, and staff for which the Provider in the performance of its obligations under the Contract is responsible during the term of this Contract. This will include, but will not be limited to, current health, fire marshal, and program licenses, zoning standards, licensing and certification of staff when required under state or federal authority, insurance coverage, and all other applicable laws, regulations, ordinances, rules, and certifications that are effective, or will become effective, during the period of this Contract.
- D) During the term of this Contract, the Provider agrees to comply with all applicable state licensing standards, all applicable accreditation standards, and any other standards or criteria established by the State to ensure quality service.
- 1) Failure to meet such standards may be cause for termination of this Contract. Notwithstanding any other provision of this Contract, such termination may be effective as of the date of such failure.
 - 2) Loss of any applicable license by the Provider shall be cause for termination of this Contract. Notwithstanding any other provision of this Contract, such termination shall be effective as of the date of such loss.
- E) The Provider agrees to provide the Lead County or other Financially Responsible Agency, upon written request, copies of program review surveys or summaries, which may include reports from the Minnesota Department of Human Services or the Minnesota Department of Health, and/or Medicare surveys or summaries, when complete.
- F) The Provider agrees to comply with the U.S. Department of Health and Human Services' Policy Guidance Document entitled "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons". For Medical Assistance-funded services, interpreter costs shall be billed to Medical Assistance. Interpreter costs for non-Medical Assistance services shall be the financial responsibility of the Provider.
- G) In the event that there is a revision of federal regulations, which make services provided under the terms of this Contract or any portion thereof ineligible for federal financial participation, all parties will review the Contract and renegotiate those items necessary to bring the Contract into compliance with the new federal regulations. Refusal to review the Contract within seven (7) calendar days of receipt of a written request to bring the Contract into compliance, or failure to cooperate in good faith, shall be cause for termination of this Contract as of the date when the Contract is out of compliance for purposes of federal financial participation.

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

- H) In the event that there is a revision of federal, state, or local statutes, rules or other laws, or the federally-approved state waiver language, which make the performance of this Contract or any portion thereof unlawful, all parties will review the Contract and renegotiate those items necessary to bring the Contract into compliance with the law. Refusal to review the Contract within seven (7) calendar days of receipt of a written request to bring the Contract into compliance, or failure to cooperate in good faith, shall be cause for termination of this Contract as of the date when the Contract is out of compliance.

10. RECORD DISCLOSURES

The Provider shall:

- A) Allow personnel of the Lead County or other Financially Responsible Agency accessing the contract, the Minnesota Department of Human Services and/or the Minnesota Department of Health, the Minnesota Medicaid Fraud Control Unit of the Attorney General's Office, the State Auditor's Office, and the U.S. Department of Health and Human Services access to the Provider's facility and records and permit any of the foregoing agencies or entities to copy the Provider's program and fiscal records at reasonable hours to exercise their responsibility to monitor Purchased Services.
- B) Maintain all records pertaining to this Contract at Recover Health of Minnesota, INC, 400 Wittman Drive, Suite B, Grand Rapids, MN, 55744 for six (6) years for audit purposes in accordance with Minnesota Statutes, section 16C.05, subdivision 5. All books, records, documents and accounting procedures and practices of the Provider that are relevant to this Contract are subject to examination by the Lead County or the Financially Responsible Agency accessing the contract, the Department, the U.S. Department of Health and Human Services, and either the Legislative Auditor or State Auditor, as appropriate, for a minimum of six (6) years. The Provider shall promptly notify the Lead County in writing of any changes in the location where its records related to this Contract are stored or maintained.
- C) Comply with policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, and maintenance of health service records for services rendered to persons.

11. AUDIT, REPORTS AND EVALUATIONS

- A) The Lead County shall establish procedures and timelines to monitor and evaluate the Provider's performance under this Contract. Lead County procedures for monitoring and evaluating may include, but are not limited to, on-site visits to the Provider's facility; review of personnel files; review of the Provider's financial, statistical and program records; review of reports and data supplied by the Provider at the Lead County's request; and expense budgets.

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

- B) The Provider shall provide the Lead County with reports as the Lead County may from time to time reasonably require, including but not limited to, the following: *[Please check the applicable box(es) below and have both parties mark their initials next to those that apply.]*
- 1) **Audit:** While no independent audit is required, if the Provider has had an independent audit or audit review done, the Provider will make available to the Lead County, within thirty (30) calendar days of the Lead County's written request, a copy of any completed independent audit and auditor's management letter or completed audit review.
 - 2) **Physician Orders** that include orders for the types of services provided, as required in the Disability Services Program Manual (DSPM) and the Minnesota Health Care Programs (MHCP) Provider Manual, as applicable.
 - 3) A written **Program and Statistical Report** in a form approved or provided by the Lead County within thirty (30) calendar days of the end of each quarter.
 - 4) **Revenue and Expense Report** (also known as an Income Statement or Profit and Loss Statement) to be submitted Quarterly or Monthly or Annually or Upon contract renewal, within thirty (30) calendar days after the end of each period, unless otherwise indicated by the Lead County.
 - 5) **Balance Sheet** to be submitted Quarterly or Monthly or Annually or Upon contract renewal, within thirty (30) calendar days after the end of each period, unless otherwise indicated by the Lead County.
 - 6) **Expense Budget** Site-specific Program-specific, to be submitted Quarterly or Monthly or Annually or Upon contract renewal, within thirty (30) calendar days after the end of each period, unless otherwise indicated by the Lead County.
 - 7) Other: Business records only upon special request
- C) If the collection of fees is delegated to the Provider, the Provider agrees to provide the Lead County or other Financially Responsible Agency with information about the fees collected and the fee source.
- D) The Provider shall, upon reasonable notice, meet with Lead County personnel to assist the Lead County in evaluating Purchased Services outcomes.
- E) The Provider shall develop procedures for monitoring and evaluating the achievement of goals and objectives identified in the community support plan and shall submit progress reports at least annually for each person or as identified in the community support plan. The Provider agrees to develop reports that will contain sufficient specificity to enable the Lead County or Financially Responsible Agency to monitor and evaluate the person's achievement of goals and objectives stated in the person's community support plan.
- F) If applicable, the Provider shall provide quarterly incident reports for persons under public guardianship to the Financially Responsible Agency case manager, the person, and the person's legal representative.
- G) The Provider shall provide the Lead County or other Financially Responsible Agency authorizing services under this contract, with such information regarding the

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

qualifications of its staff, including professionals, volunteers, and others, as requested by the Lead County or other Financially Responsible Agency, to verify that the present and subsequent services are being rendered by competent, trained, qualified, and properly licensed or certified personnel as described in the Disability Services Program Manual (DSPM) and the Minnesota Health Care Programs (MHCP) Provider Manual, as applicable.

- H) The Provider shall ensure that neither it nor any of its owners, managers, or employees or its subcontractors; nor the owners, managers, or employees of the subcontractors assigned to provide services pursuant to this Contract have been debarred or excluded from Medicaid or any other federally-funded health care program under the provisions of the Social Security Act, 42 USC 1320a-7. If the Provider learns of any such debarment or exclusion, the Provider shall immediately notify the Lead County and Financially Responsible Agency authorizing services under this contract in writing and immediately take steps to stop the debarred or excluded individual from performing further services under this Contract

12. SAFEGUARD OF INFORMATION

- A) The Provider agrees to comply with the terms of Minnesota Statutes, Chapter 13, the Minnesota Government Data Practices Act, and all other applicable Minnesota laws, in handling all data related to this Contract. In addition, the Provider agrees to comply with all applicable federal privacy laws.
- B) The business director/owner Greg Von Arx, CEO or his/her successor N/A shall be the designated authority in charge of all data collected, used, or disseminated by the Provider in connection with the performance of this Contract in compliance with the Minnesota Government Data Practices Act, Chapter 13.
- C) The Financially Responsible Agency shall ensure that a joint Release of Information document is completed prior to providing private information to the Provider in accordance with Minnesota Rules, Parts 1205.0100 to 1205.2000.
- D) The Lead County and other Financially Responsible Agencies are covered entities under the Health Insurance Portability and Accountability Act (HIPAA). To the extent that the Provider performs a function or activity involving the use of "protected health information" (Code of Federal Regulations, Title 45, section 164.501), on behalf of the Lead County and other Financially Responsible Agencies, including, but not limited to, providing health care services; health care claims processing or administration; data analysis, processing or administration; utilization review; quality assurance; billing; benefit management; practice management; repricing; or otherwise provided by 45 CFR, section 160.103, the Provider shall comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 CFR, parts 160-164), (collectively referred to as "HIPAA"), and all applicable requirements.

INSERT DESIGNEE'S NAME

Greg Von Arx

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

- E) The Provider agrees to defend, indemnify, and hold harmless the Lead County and other Financially Responsible Agencies authorizing services under this contract, its agents, officers, and employees from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act or HIPAA, including any legal fees or disbursements paid or incurred to enforce the provision of this article of the Contract.

13. EQUAL EMPLOYMENT OPPORTUNITY, CIVIL RIGHTS AND NON-DISCRIMINATION

- A) The Provider agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973 as amended by Section 504; Minnesota Statutes, section 363A.02; and all applicable federal and state laws, rules, regulations and orders prohibiting discrimination in employment, facilities and services. The Provider shall not discriminate in employment, facilities, and in the rendering of Purchased Services hereunder on the basis of race, color, religion, age, gender, sexual orientation, disability, marital status, public assistance status, creed, or national origin.
- B) To the extent applicable, the Provider certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363A.36. This section applies only if the Contract is for more than \$100,000 and the Provider has employed 40 or more employees within the State of Minnesota on a single working day during the previous 12 months.
- C) It is the Financially Responsible Agency accessing services under this contract or Lead County's policy that all Providers desiring to do business with the Financially Responsible Agency or Lead County adhere to the principles of Equal Employment Opportunity and Affirmative Action. This requires not only that Providers do not unlawfully discriminate in any condition of employment on the basis of race, color, gender, sexual orientation, religion, national origin, age or disability, but that they also take affirmative action to ensure positive progress in Equal Opportunity Employment.

14. FAIR HEARING AND GRIEVANCE PROCEDURES

- A) The Financially Responsible Agency is responsible to refer a person's request for a fair hearing and grievance procedure to the Department in conformance with Minnesota Statutes, section 256.045 and in conjunction with the Fair Hearing and Grievance Procedures established by the administrative rules of the Department.
- B) The Financially Responsible Agency will advise applicants and eligible persons of their rights to a fair hearing in the appeal process, including, but not limited to, their right to appeal a denial or exclusion from the program or failure to recognize an eligible person's choice of service and of his or her rights to a fair hearing in these respects.

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

15. BONDING, INDEMNITY, INSURANCE AND AUDIT CLAUSE

- A) **Bonding:** The Provider will be required to maintain at all times, during the term of this Contract, a fidelity bond or insurance coverage for employee dishonesty with a minimum amount of \$50,000 covering the activity of each person authorized to receive or distribute monies under the term of this Contract. A copy of the Provider's bond or insurance certificate shall be delivered to the Lead County at the beginning of this Contract term and on an annual basis thereafter.
- B) **Indemnity:** The Provider agrees that it will at all times defend, indemnify, and hold harmless, the Department of Human Services and the Lead County or Financially Responsible Agency against any and all liability, loss, damages, costs and expenses which the Department, Financially Responsible Agency, or Lead County may hereafter sustain, incur, or be required to pay:
- 1) By reason of any applicant or eligible person suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving the care and services to be furnished under this Contract, or while on premises owned, leased, or operated by the Provider, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the Provider or any officer, agent, or employee thereof; or
 - 2) By reason of any applicant or eligible person causing injury to, or damage to, the property of another person, during any time when the Provider or any officer, agent, or employee thereof has undertaken or is furnishing the care and services called for under this Contract; or
 - 3) By reason of any negligent act or omission or intentional act of the Provider, its agents, officers, or employees which causes bodily injury, death, personal injury, property loss, or damage to another during the performance of Purchased Services under this Contract.
- C) **Insurance:** The Provider further agrees, in order to protect itself as well as the Department, the Lead County, and other Financially Responsible Agencies under the indemnity contract provision set forth above, it will at all times during the term of the Contract, and beyond such term when so required, have and keep in force a general liability insurance policy. Adult family foster care providers and child family foster care providers who are covered by the DHS-purchased liability policy for these providers are exempt from this insurance requirement as long as the DHS-purchased insurance is in force.
- D) The Provider will make a good-faith effort to purchase occurrence-based liability insurance. If the Provider cannot afford or find an occurrence-based liability policy, the Provider may substitute a claims-made liability policy at the same coverage levels required in Paragraph 15.E and with extended reporting-period coverage for at least one full year following the end of the term of the claims-made policy.

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

- E) This liability insurance policy will meet the limits as shown below or be equal to the tort liability limits under Minnesota Statutes, section 3.736, subdivision 4, whichever is greater:
1. Effective July 1, 2009: Five Hundred Thousand Dollars (\$500,000) for bodily injury or property damage to any one person and One Million Five Hundred Thousand Dollars (\$1,500,000) for total injuries or damages arising from any one occurrence.
- F) The Department of Human Services, Lead County, and Financially Responsible Agency must all be listed as additional insured, and the Lead County shall be sent a current certificate of insurance on an annual basis. The certificate must show that the Lead County will receive thirty (30) calendar days' prior written notice in the event of cancellation, nonrenewal, or material change in the described policy.
- G) If the Provider is unable to obtain the required insurance coverage, or if the coverage is cancelled during the term of this Agreement, the Provider must notify the Lead County contract manager (or the contract manager's designee) by telephone or e-mail the same business day as the Provider receives notice of cancellation or inability to obtain coverage. The Provider shall also provide written notice to the Lead County contract manager within five (5) business days. The Provider shall make immediate good faith efforts to obtain or replace the coverage in the open market. If such efforts are unsuccessful, the Provider shall apply to the Minnesota Joint Underwriting Association for the insurance coverage. Failure to maintain required insurance coverage shall be considered an event of default pursuant to this Agreement.
- H) The Provider must also maintain worker's compensation insurance per Minnesota statutory requirements. If applicable, the Provider must also maintain professional liability insurance with a minimum aggregate amount of \$1,000,000.

16. CONDITIONS OF THE PARTIES' OBLIGATIONS

- A) The Provider agrees to inform the Lead County within ten (10) business days of changes in its address, ownership, organizational structure, board of director membership, and/or chief operating officers.
- B) The Provider will also inform the Financially Responsible Agency within ten (10) business days of any reductions in staffing levels or in staff qualifications that affect the person's health and safety, result in loss of needed expertise to meet the person's care requirements, or result in overpayment for Purchased Services; or such instances where the Provider is no longer able to deliver the agreed services prior to the effective date or during the term of this Contract.
- C) It is understood and agreed that in the event funding to the Financially Responsible Agency from state and federal sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of Purchased Service for an individual, the obligations of each party hereunder shall be terminated.

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

- D) Before the end date of the Contract period, as specified in the recitals to this Contract, the Lead County may evaluate the contract performance of the Provider and determine whether such performance merits renewal of this Contract. No automatic renewals are permitted. Any agreement to renew this Contract shall be in writing and must be signed by authorized representatives of the parties.
- E) The Financially Responsible Agency will reimburse the Provider only for services specified in this Contract that have been authorized and delivered.
- F) If the Financially Responsible Agency or Lead County determines that funds are not being administered in accordance with the approved service plan and budget or that services are not being properly provided according to the terms of this Contract, the Lead County may terminate this Contract for cause after notice has been provided to the Provider or the Provider's designated representative, according to Section 21 of this Contract.

17. SUBCONTRACTING

- A) The Provider shall not enter into subcontracts for performance of any of the services contemplated under this Contract nor assign any interest in the Contract without the prior written approval of the Lead County and subject to such provisions as the Lead County may, in its sole discretion, deem necessary.
- B) All subcontracts must contain provisions that make all Subcontractors subject to all of the requirements of this Contract.
- C) The Provider must ensure that any and all subcontracts to provide services under this Contract contain the same language appearing in under Section 26 below, "Department of Human Services as Third-Party Beneficiary."
- D) Notwithstanding the Lead County's approval of any subcontract, the Provider agrees that it will be responsible for ensuring that the performance of any Subcontractor is in compliance with the subcontract, this Contract, and Minnesota Rules, part 9525.1870, subpart 3.

18. INDEPENDENT CONTRACTOR

- A) Nothing contained in this Contract is intended or should be construed as creating the relationship of copartners or joint ventures with the Lead County or other Financially Responsible Agency or the Department. The Provider is to be and shall remain an independent contractor with respect to all services performed under this Contract.
- B) The Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Contract.
 - 1) Any and all personnel of the Provider or other individuals, while engaged in the performance of any work or services required by the Provider under this Contract shall have no contractual relationship with the Lead County or other Financially Responsible Agency and shall not be considered employees of the Lead County or other Financially Responsible Agency.
 - 2) All claims that may or might arise under the Minnesota Unemployment Insurance Law in Minnesota Statutes, Chapter 268 or the Workers' Compensation Act in

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

Minnesota Statutes, Chapter 176 on behalf of said personnel arising out of employment or alleged employment, including without limitation, claims of discrimination against the Provider, its officers, agents, contractors, or employees, shall in no way be the responsibility of the Lead County or other Financially Responsible Agency.

- 3) The Provider shall defend, indemnify, and hold the Lead County and other Financially Responsible Agencies, their officers, agents, and employees harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court.
- 4) Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the Lead County or other Financially Responsible Agency, including without limitation tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment insurance, disability, severance pay, and Public Employees' Retirement Association.

19. DISCLOSURE

- A) The Provider agrees to make such disclosures of ownership and control information to the Lead County as is required by 42 CFR, sections 455.100 to 455.106.

20. DEFAULT

- A) **Unforeseeable Acts or Events (Force Majeure):** Neither party shall be liable to the other party for any loss or damage resulting from a delay nor failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.
- B) **Changes in Policy or Staff:** The Lead County reserves the right to terminate this Contract on ten (10) business days' written notice if the following changes are proposed or have been implemented:
 - 1) Reductions in staffing levels that affect the health or safety of the person or that result in loss of needed expertise, or
 - 2) Such instances where the Provider, in the Lead County's sole discretion, is no longer able to deliver the services agreed to prior to the effective date or during the term of this Contract.
- C) **Default by Provider:** Unless cured or excused under paragraph 20 (A) or Lead County or other Financially Responsible Agency default, each of the following shall constitute default on the part of the Provider:
 - 1) A written admission by the Provider that it is bankrupt; the filing by the Provider of a voluntary petition under the Federal Bankruptcy Act; or the filing of an involuntary petition under the Federal Bankruptcy Act against the Provider unless dismissed within ninety (90) calendar days. The Notice of Default and cure provisions of this Contract do not apply to this paragraph.

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

- 2) The making of any arrangement with or for the benefit of the Provider's creditors involving an assignment to a trustee, receiver, or similar fiduciary. The Notice of Default and cure provisions do not apply to this paragraph.
 - 3) Making material misrepresentations either in the documents attached to this Contract or in any other material provision or condition relied upon in the making of this Contract.
 - 4) The Provider disregards laws, ordinances, rules, regulations or orders of any public authority.
 - 5) Failure to perform any other material provision of this Contract.
- D) **Default by Lead County or Other Financially Responsible Agency:** Unless cured or excused by the provision in paragraph 20(A) on Provider default, each of the following shall constitute default on the part of the Lead County or other Financially Responsible Agency:
- 1) Making material misrepresentation either in the attached attachments and documents or in any material provision or condition relied upon in making of this Contract.
 - 2) Failure to perform any other material provision of this Contract.
- E) **Written Notice of Default:** Unless a different procedure and/or effective date is provided within the specific article or paragraph of this Contract under which the default, failure, or breach occurs, no event shall constitute a default giving rise to the right to terminate unless and until written Notice of Default is given to the defaulting party, specifying the particular event, series of events, or failure constituting the default and cure period.
- F) **Cure Period:** If the party in default fails to cure the specified circumstances as described by the Notice of Default within ten (10) business days, or such additional times as may be specified under the terms of this Contract, then the whole or any part of this Contract may be terminated by the non-defaulting party by giving written Notice of Termination to the defaulting party as provided in Section 21 of this Contract.

21. TERMINATION OF CONTRACT

- A) **With or Without Cause:** This Contract may be terminated without cause by either party upon thirty (30) calendar days written notice to the other party. Either party may terminate this Contract for cause by giving ten (10) business days written notice of its intent to terminate to the other party unless the other party cures the default within the 10-day period. Notwithstanding the foregoing, termination based on noncompliance with Section 16, Conditions of the Parties' Obligations, shall occur on the date provided in the written Notice of Termination.
- B) **Termination by Lead County - Lack of Funding:** Notwithstanding any provision of this Contract to the contrary, the Lead County may **immediately terminate** this Contract if it does not obtain funding from the Minnesota Legislature, Minnesota agencies, or other funding sources, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this Contract. The Lead County or other Financially Responsible Agency is not obligated to pay for any services performed by Provider after written Notice of Termination for lack of funding is sent to the Provider. The Lead

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

County or other Financially Responsible Agency will not be assessed any penalty or damages if the Contract is terminated due to lack of funding.

- C) **Written Notice of Termination:** Notice of Termination shall be made by certified mail or personal delivery to the authorized agent of the party. Notice is deemed effective upon deposit of written notice in the United States Mail, postage pre-paid and addressed to the party authorized to receive notice, as provided in Section 28 of this Contract.
- D) **Duties of Provider Upon Termination:** Upon receipt of a Notice of Termination, and except as otherwise provided, the Provider shall:
- 1) Discontinue performance of this Contract on the date and to the extent specified in the Notice of Termination.
 - 2) Immediately notify all persons who are receiving services pursuant to this Contract.
 - 3) Cancel all orders and subcontracts to the extent that they relate to the performances canceled by the Notice of Termination.
 - 4) Complete performance of such terms as shall not have been canceled by the Notice of Termination.
 - 5) Submit a final invoice for services provided prior to termination, within thirty (30) calendar days of the date of termination.
 - 6) Retain the records of the person for at least five years following the termination of services (Minnesota Statutes, section 245B.07, subdivision 3 and Minnesota Rules, part 9505.2190.)
 - 7) Transfer the person's records to the new Provider of services and work cooperatively with the new Provider until a smooth transition is made.
- E) **Duties of Lead County or Other Financially Responsible Agency Upon Termination:** Upon receipt of a Notice of Termination, and except as otherwise provided, the Lead County or other Financially Responsible Agency:
- 1) Shall not be liable for any services provided after the date of the Notice of Termination, except as stated above or as authorized by the Lead County or other Financially Responsible Agency in writing.
 - 2) Shall, within thirty (30) calendar days of receipt of a final invoice, make final payment for any services satisfactorily provided up through the date of termination in accordance with the terms of this Contract.
- F) **Effect of Termination:** Termination of this Contract shall not discharge any liability, responsibility or right of any party that arises from the performance of or failure to perform the terms of this Contract adequately prior to the effective date of termination.

22. CONTRACT RIGHTS & REMEDIES

- A) **Cumulative Rights:** All remedies available to either party under the terms of this Contract or by law are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- B) **Waiver:** Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Contract shall not be construed to be a

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

modification of the terms of this Contract unless stated to be such in writing and signed by authorized representatives of the Lead County and the Provider.

C) Damages

- 1) **Duty to Mitigate:** Both parties shall use their best efforts to mitigate any damages that might be suffered by reason of any event giving rise to a remedy hereunder.
- 2) **Breach:** Notwithstanding any other provision of this Contract to the contrary, upon breach of this Contract by the Provider, the Lead County or other Financially Responsible Agency may withhold final payment due the Provider until such time as the exact amount of damages due is determined.

23. CONTRACT ADDITIONS OR MODIFICATIONS

A) **Addendum:** Any addition(s) made to the terms of this Contract must be in writing and will not be effective until it has been either (1) executed or approved by the same parties, or their successors in office, who executed and approved the original Contract, or (2) executed and approved by persons designated by the parties to this contract.

- 1) Any additional provisions that limit or restrict a person's choice or access to services shall be considered invalid.

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

C) **Assigned Designees:** The designees allowed to execute and approve addendums and/or amendments are identified as:

Thomas Burke, Director and Greg Von Arx, CEO
Lead County Designee Provider Designee

D) **Contract Complete:** This Contract contains all negotiations and agreements between the Lead County and the Provider. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

24. SEVERABILITY

A) The provisions of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Contract with respect to either party.

25. EXTENSION CLAUSE

A) The parties further understand and agree that this Contract shall be automatically extended for an additional period up to ninety (90) calendar days from the end date of this Contract in the event that a new contract between the parties is desired but not entered

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

into prior to the expiration date contained in this Contract. The purpose of this extension is to ensure the existence of an uninterrupted contract in the event that a new contract is desired but is unable to be signed by the parties prior to the expiration date of this Contract. In the event that this Contract is extended pursuant to this clause, any change in fees contained in the subsequent contract may be made retroactive to the expiration date of this Contract, by mutual agreement of the parties.

26. DEPARTMENT OF HUMAN SERVICES AS THIRD-PARTY BENEFICIARY

- A) The Provider acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as a third-party beneficiary, is an affected party under this contract. The Provider specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to take any appropriate administrative action or sue the Provider for any appropriate relief in law or equity, including but not limited to, rescission, damages, or specific performance, of all or any part of the contract between the Lead County board and the Provider. The Provider specifically acknowledges that the Lead County board and the Minnesota Department of Human Services are entitled to and may recover from the Provider reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party to the contract or any other third-party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity. Minnesota Rules, part 9525.1870, subpart 2.

27. MERGER

- A) **Entire Contract:** It is understood and agreed that the entire contract of the parties is contained herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous contracts presently in effect between the Provider and any Lead County relating to the subject matter hereof.

28. NOTICE

- A) **Notice Given Under this Contract:** All notices given by either party to the other party under this Contract shall be delivered to the following representative of the other party, or his/her successor:
- 1) To the Lead County: Notices shall be addressed to AITKIN COUNTY HEALTH AND HUMAN SERVICES, 204 1ST STREET NW, AITKIN, 56431.
 - 2) To the Provider: Notices shall be addressed to GREG VON ARX, CEO, 5900 GREEN OAK DRIVE, SUITE 200, MINNETOKA, MN 55343.
 - 3) Each party shall promptly notify the other party in writing of any changes in its designation of the person and location listed in this Section.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

IN WITNESS WHEREOF, Aitkin County and the Provider have executed this Contract as of the day and year first written above:

The Provider, having signed this contract, and the Aitkin County Board of Commissioners having duly approved this Contract on _____, and pursuant to such approval and the proper County officials having signed this Contract, the parties hereto agree to be bound by the provisions herein set forth. Minnesota Statutes 256.0112.

COUNTY OF AITKIN
STATE OF MINNESOTA

RECOVER HEALTH OF MINNESOTA,
INC.

Aitkin
County Board of Commissioners

BY:

Director

BY:

Chairperson of the County Board

Signer's name printed or typed

DATED:

DATED:

ATTESTED TO:

BY:

Director of Aitkin County Health and Human Services

DATED:

APPROVED AS TO LEGALITY AND
FORM:

BY:

Aitkin County Attorney

DATED:

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

ATTACHMENTS

A) The following list of documents herein referred to as "Attachments." There may be amendments that address changes or addenda that address additions to the terms of this Contract. All properly executed attachments are incorporated by reference and are deemed a part of this Contract:

<u>Attachment Number</u>	<u>Title of Document to be Attached</u>	<u>Number of Pages</u>
1)	Attachment A: "Purchased Services" for Disability Waivers	1
2)	Attachment B: "Purchased Services" for Elderly Waiver (EW) and Alternative_Care (AC)	1
3)	Attachment C: Rate Schedules	1

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

Attachment A

Purchased Services

Home and community-based services administered under the following waivers: Community Alternative Care (CAC), Community Alternatives for Disabled Individuals (CADI), Development Disabilities or Related Conditions (DD), and Traumatic Brain Injury (TBI).

The following are services that the Provider agrees to provide for eligible persons under contract. Descriptions for such services can be found in the Disability Services Program Manual (DSPM). *[Please check and have both parties mark their initials next to those that apply.]*

- | | |
|--|---|
| <input type="checkbox"/> 24-Hour Emergency Assistance | <input type="checkbox"/> In-Home Family Support Services |
| <input type="checkbox"/> Adult Companion Services | <input type="checkbox"/> Independent Living Skills Services |
| <input type="checkbox"/> Adult Day Care Services | <input type="checkbox"/> Independent Living Skills- TBI Therapies |
| <input type="checkbox"/> Adult Day Care Services Bath | <input type="checkbox"/> Live-in Personal Caregiver Expenses |
| <input checked="" type="checkbox"/> Assisted Living | <input type="checkbox"/> Modifications and Adaptations |
| <input checked="" type="checkbox"/> Assisted Living Plus | <input type="checkbox"/> Night Supervision Services |
| <input type="checkbox"/> Assistive Technology | <input type="checkbox"/> Personal Support Services |
| <input type="checkbox"/> Behavioral Programming | <input type="checkbox"/> Prevocational Services |
| <input type="checkbox"/> Chore Services | <input type="checkbox"/> Residential Care Services |
| <input type="checkbox"/> Consumer Directed Community Supports (CDCS) | <input type="checkbox"/> Respite Care |
| <input type="checkbox"/> Consumer Training and Education | <input type="checkbox"/> Specialist Services |
| <input type="checkbox"/> Crisis Respite | <input type="checkbox"/> Specialized Supplies and Equipment |
| <input type="checkbox"/> Day Training and Habilitation (DT&H) | <input type="checkbox"/> Structured Day Program |
| <input type="checkbox"/> Extended Home Care Services | <input type="checkbox"/> Supportive Employment Services |
| <input type="checkbox"/> Family Training, Education and Counseling | <input type="checkbox"/> Supportive Living Services for Adults |
| <input type="checkbox"/> Foster Care | <input type="checkbox"/> Supportive Living Services for Children |
| <input type="checkbox"/> Home Delivered Meals | <input type="checkbox"/> Transitional Services |
| <input checked="" type="checkbox"/> Homemaker Services | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> Housing Access Coordination | |

[If there are other services to be provided that are not listed above, check and describe the services below.]

- Other: Skilled Nursing
- Other: Home Health Aide
- Other: Personal Care Attendant

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

Attachment B

Purchased Services

Home and community-based services administered under the Elderly Waiver (EW) and Alternative Care (AC) program.

The following are services that the Provider agrees to provide for eligible persons under contract. Descriptions for such services can be found in the Minnesota Health Care Programs (MHCP) Provider Manual, Chapter 26A. *[Please check and have both parties mark their initials next to those that apply.]*

- | | |
|--|---|
| <input type="checkbox"/> 24-Hour Customized Living | <input checked="" type="checkbox"/> Home Health Aide Services |
| <input type="checkbox"/> Adult Day Services | <input type="checkbox"/> Home Health Services |
| <input type="checkbox"/> Adult Day Services Bath | <input checked="" type="checkbox"/> Homemaker Services |
| <input type="checkbox"/> Adult Companion Services | <input type="checkbox"/> Nutrition Services (AC Program Only) |
| <input type="checkbox"/> Adult Foster Care | <input checked="" type="checkbox"/> Personal Care Assistance Services |
| <input type="checkbox"/> Chore Services | <input checked="" type="checkbox"/> Professional Nursing Services |
| <input type="checkbox"/> Consumer Directed Community Supports (CDCS) | <input type="checkbox"/> Residential Care Services |
| <input checked="" type="checkbox"/> Customized Living | <input type="checkbox"/> Respite Care |
| <input type="checkbox"/> Environmental Accessibility Adaptations | <input type="checkbox"/> Specialized Supplies and Equipment |
| <input type="checkbox"/> Family Adult Day Services (FADS) | <input type="checkbox"/> Transitional Services |
| <input type="checkbox"/> Family and Caregiver Training and Education | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> Home Delivered Meals | |

[If there are other services to be provided that are not listed above, check and describe the services below.]

Other:

Other:

Other:

Other:

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

Attachment C

RATE SCHEDULES

Service	CAC/CADI, TBI & DD Waiver Rate	Elderly Waiver Rate	Alternate Care Rate
Skilled Nursing	\$69.69/visit	\$69.69/visit	\$69.69/visit \$8.49/15 min unit
Telehomecare Nursing	\$69.69/visit	\$69.69/visit	\$69.69/visit
Home Health Aide	\$53.48/visit \$7.44/15 min unit	\$53.48/visit \$7.44/15 min unit	\$53.48/visit \$7.44/15 min unit
Home Health Aide, Extended	\$5.10/15 min unit	\$5.10/15 min unit	N/A
Homemaker	\$4.28/15 min unit	\$4.28/15 min unit	\$4.28/15 min unit
Respite	\$5.03/15 min unit	\$5.03/15 min unit	\$5.03/15 min unit
PCA	\$3.90/15 min unit	\$3.90/15 min unit	\$3.90/15 min unit
Extended PCA	\$3.90/15 min unit	\$3.90/15 min unit	N/A
RN Supervision of PCA	\$6.86/15 min unit	\$6.86/15 min unit	\$6.86/15 min unit

Customized Living Rates:

See Customized Living Workbook on the DHS website: www.dhs.state.mn.us. Under advanced search type "customized living".

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

AITKIN COUNTY

Provider Name: Dayspring Supportive Living Services, Inc.

DBA:

Address: 42650 290th Street

City and Zip: Aitkin, MN 56431

Program Area: HCBS

Contract effective for the period beginning March 1, 2013 through June 30, 2015

**HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT
TABLE OF CONTENTS**

<p>1. General Provisions 2</p> <p>A) Purpose 2</p> <p>B) Cooperation 2</p> <p>C) Minimum Standards 2</p> <p>2. Definitions 2</p> <p>3. Purchase of Service(s) 5</p> <p>A) Description of Services 5</p> <p>4. Eligibility for Services 6</p> <p>5. Payment Rates for Purchased Services 6</p> <p>A) Total Cost of the Contract 6</p> <p>B) Payment Rates 6</p> <p>6. Methods of Billing 7</p> <p>A) Billing MMIS for Purchased Services 7</p> <p>B) Billing the Financially Responsible Agency for Authorized and Purchased Services 8</p> <p>7. Discontinuation/Termination of Services for Individuals 9</p> <p>A) Provider Inability to Provide Services 9</p> <p>B) Safety of the Person 9</p> <p>C) Notice of Discharge/Termination 9</p> <p>D) Written Procedures 9</p> <p>8. Provider Qualifications and Training 10</p> <p>9. Standards and Licenses 10</p> <p>10. Record Disclosures 12</p> <p>11. Audit, Reports and Evaluations 12</p> <p>12. Safeguard of Information 14</p>	<p>13. Equal Employment Opportunity, Civil Rights and Non-discrimination 15</p> <p>14. Fair Hearing and Grievance Procedures 15</p> <p>15. Bonding, Indemnity, Insurance and Audit Clause 16</p> <p>A) Bonding 16</p> <p>B) Indemnity 16</p> <p>C) Insurance 16</p> <p>16. Conditions of the Parties' Obligations 17</p> <p>17. Subcontracting 18</p> <p>18. Independent Contractor 18</p> <p>19. Disclosure 19</p> <p>20. Default 19</p> <p>A) Unforeseeable Acts or Events (Force Majeure) 19</p> <p>B) Changes in Policy or Staff 19</p> <p>C) Default by Provider 19</p> <p>D) Default by Lead County or Other Financially Responsible Agency 20</p> <p>E) Written Notice of Default 20</p> <p>F) Cure Period 20</p> <p>21. Termination of Contract 20</p> <p>A) With or Without Cause 20</p> <p>B) Termination by Lead County – Lack of Funding 20</p> <p>C) Written Notice of Termination 21</p> <p>D) Duties of Provider Upon Termination 21</p> <p>E) Duties of Lead County or Other Financially Responsible Agency Upon Termination 21</p> <p>F) Effect of Termination 21</p>
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HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

22. Contract Rights and Remedies	21
A) Cumulative Rights	21
B) Waiver	21
C) Damages	22
23. Contract Additions or Modifications	22
A) Addendum	22
B) Amendments	22
C) Assigned Designees	22
D) Contract Complete	22
24. Severability	22
25. Extension Clause	22
26. Department of Human Services as Third Party Beneficiary	23
27. Merger	23
A) Entire Contract	23
28. Notice	23
A) Notice Given Under This Contract	23
Signature Page	24
Attachments	27
A) Purchased Services for Disability Waivers	28
B) Purchased Services for Elderly Waiver (EW) and Alternative Care (AC)	29
C) Rate Schedules	30

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

The Aitkin County Board of Commissioners, located at 204 1st Street NW, Aitkin, MN 56431 acting through Health and Human Services, hereafter referred to as the "Lead County" and Dayspring Supportive Living Services, Inc. doing business as Same at 42650 290th Street, Aitkin, MN, 56431, hereafter referred to as the "Provider," enter into this Contract effective for the period beginning March 1, 2013 through June 30, 2015 regardless of the date of the signatures hereunder, unless sooner terminated or unless extended, as provided herein.

WHEREAS, pursuant to the Children and Community Services Act, Minnesota Statutes, Chapter 256.0112, now in force or as hereafter enacted or amended, the Lead County has identified certain populations within the County who are eligible for specific home and community-based waiver services or other services as identified in the attached Attachments A and B; and

WHEREAS, federal and state funds are available for the purchase of Title 19 home and community-based services through the State of Minnesota pursuant to U.S. Code, Title 42, sections 1396 through 1396P, and Minnesota Statutes, Chapters 245B and 256B now in force or as hereafter enacted or amended. Home and community-based waiver services include the Community Alternative Care (CAC) Waiver, the Community Alternatives for Disabled Individuals (CADI) Waiver, the Developmental Disabilities (DD) Waiver, the Traumatic Brain Injury (TBI) Waiver, the Elderly Waiver (EW), and Alternative Care (AC); and

WHEREAS, the Lead County wishes to purchase services from the Provider and the Provider agrees to furnish services to persons in accordance with Minnesota Statutes, Chapters 245A, 245B, 256B and 256.0112; Minnesota Rules, Chapter 9525, and in accordance with the type, amount, frequency and duration stated in each person's Community Support Plan (CSP) under this Contract; and

WHEREAS, the Provider represents that it is duly qualified and willing to perform such services; and has submitted the following identification numbers: Federal Tax ID#46-1206632; NPI or UMPI number A267123100; and

WHEREAS, the Lead County and the Provider, according to Minnesota Statutes, section 256B.092, subdivision 8a or section 256.0112, subdivision 6, understand that this Contract serves as a Lead County contract for services purchased by other Financially Responsible Agencies;

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

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

1. GENERAL PROVISIONS

- A) **Purpose.** The purpose of this Contract is to define the rights and obligations of the parties with respect to home and community-based waiver services.
- B) **Cooperation.** The Lead County and Provider shall cooperate and use their reasonable efforts to ensure the most expeditious implementation of the various provisions of this Contract. The parties agree to, in good faith, undertake resolution of any disputes hereunder in an equitable and timely manner.
- C) **Minimum Standards.** The provisions contained in this Contract establish the necessary and required minimum standards that the parties to this Contract shall follow when contracting for home and community-based waiver services.

2. DEFINITIONS

- A) For purposes of this Contract, the following terms are given the following meanings:
 - 1) **Addendum:** Additions to the original terms of the contract, which must be reduced to writing and agreed upon by both parties to be valid.
 - 2) **Alternative Care:** Provides state funding for home and community-based services necessary as an alternative to institutionalization that promote the optimal health, independence, and safety of adults who are 65 and older who would otherwise require the level of care provided in a nursing facility and would be eligible for medical assistance within 135 days of admission.
 - 3) **Amendment:** Change, alteration, or modification to the original terms of the contract, which must be reduced to writing and agreed upon by both parties to be valid.
 - 4) **Attachment:** Document(s) that covers any information, whether an addition or change, that is not covered in the original negotiated contract. An attachment may be either an addendum or amendment to the Contract.
 - 5) **Community Alternative Care (CAC) Waiver:** Provides funding for home and community-based services necessary as an alternative to institutionalization that promote the optimal health, independence, safety, and integration of children and adults who are chronically ill or medically fragile and meet the waiver eligibility criteria and who would otherwise require the level of care provided in a hospital.
 - 6) **Community Alternatives for Disabled Individuals (CADI) Waiver:** Provides funding for home and community-based services necessary as an alternative to institutionalization that promote the optimal health, independence, safety, and integration of children and adults who meet the waiver eligibility criteria and who would otherwise require the level of care provided in a nursing facility.
 - 7) **Community Support Plan (CSP), also referred to as Collaborative Care Plan (CCP) and Individual Service Plan (ISP):** The person-centered plan developed by the Financially Responsible Agency within ten (10) working days of the assessment and enrollment of the person into the waiver program; a plan that identifies the assessed needs of the individual and the services and support needed to meet those needs. CSPs must be developed in accordance with Minnesota Statutes, section 256B.49, subdivision 15 and Minnesota Statutes, section 256B.092, subdivision 1b. CSPs may also be referred to as Collaborative Care Plans or Individual Service Plans or ISPs. For Elderly Waiver and Alternative Care, the CSP must be completed within

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

twenty (20) calendar days of the assessment in accordance with Minnesota Statutes section 256B.0913 and 256B.0915.

- 8) **Contract:** Agreement that can include attachments, amendments and addenda incorporated into the agreement by reference between the Lead County and the Provider whereby the parties exchange promises that give a legal duty to the other and the right to seek a remedy for breach of these duties. May also be referred to as the "Home and Community-based Services (HCBS) Waiver Contract" or "Agreement."
- 9) **Default:** Failure to perform one's own duties under the contract.
- 10) **Department or DHS:** The Minnesota Department of Human Services.
- 11) **Developmental Disabilities (DD) Waiver:** Provides funding for home and community-based services necessary as an alternative to institutionalization to promote the optimal health, independence, safety, and integration of children and adults with a developmental disability or a related condition who meet the waiver eligibility criteria and who require the level of care provided in an Intermediate Care Facility for persons with mental retardation or related conditions (ICF/MR).
"Developmental disability" is given the meaning in Minnesota Rules, part 9525.0016, subpart 2, and "related condition" is given the meaning in Minnesota Statutes, section 252.27, subdivision 1a.
- 12) **Elderly Waiver:** Provides funding for home and community-based services for people age 65 and older who are eligible for Medical Assistance and require the level of care provided in a nursing home but choose to reside in the community.
- 13) **Fee for Service (FFS):** A service delivery system in which providers bill for each service they provide, and receive reimbursement for each covered service based on a predetermined rate.
- 14) **Fidelity Bond:** Written instrument that reimburses employers, up to the amount of the bond, for losses stemming from dishonest and/or negligent actions of their employees.
- 15) **Financially Responsible Agency:** The County, Tribe, or Managed Care Organization responsible to manage the costs of the contract services.
 - a. For CAC, CADI, TBI and DD waivers, Financially Responsible Agency means County of Financial Responsibility as defined in Minnesota Statutes, section 256G.02, subdivision 4.
 - b. For EW, AC, and MnDHO, the Financially Responsible Agency is
 - (i) For FFS, the county of service which is the county where the client lives and is defined in Minnesota Rules, part 9505.0015, subpart 11
 - (ii) For Managed Care, is the Managed Care Organization responsible to manage the costs of the services.
- 16) **Incident:** Occurrence of a serious injury as defined in Minnesota Statutes, section 245.91, subdivision 6.
- 17) **Indemnity:** Payment or compensation for damages or losses done; obligation of the provider to reimburse the Department and/or the Financially Responsible Agency for losses that have occurred.
- 18) **Independent Contractor:** Person or company that provides goods or services to another entity under terms specified in a contract.
- 19) **Lead County:** The County that negotiates and enters into the contract with the Provider, typically the county where the provider is located. Has the meaning given it in Minnesota Statutes, section 256.0112, subdivision 6.

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

- 20) **Reimbursement for Overhead Expenses due to Residential Absence:** Days when a person is not receiving residential services. Examples of leave days include days when the person is absent from the residence due to hospitalization, crisis services, home visits, vacation days, and so on. Medicaid policy permits payment only for services actually provided to an eligible person, which does not include leave days. (See the Disability Services Program Manual on Reimbursement for overhead expenses due to residential absence for more information.)
- 21) **Managed Care Organization (MCO):** An entity that has, or is seeking to qualify for, a comprehensive risk contract that is, and that is: (1) a Federally Qualified HMO that meets the advance directives requirements of 42 CFR 489.100-104; or (2) any public or private entity that meets the advance directives requirements and is determined to also meet the following conditions; a) makes the services it provides to its Medicaid enrollees as accessible (in terms of timeliness, amount, duration, and scope) as those services are to other Medicaid Recipients within the area served by the entity, and b) meets the solvency standards of 42 CFR 438.116.
- 22) **Medicaid Management Information System (MMIS):** Claims payment, information management, and retrieval system administered by the Department in a computer format. In Minnesota, Medicaid services are authorized and billed through MMIS under FFS purchase and delivery or through arrangements with Managed Care Organizations under agreement with DHS.
- 23) **MMIS Service Agreement:** Online entry into MMIS that identifies services, provider, and payment information for a person receiving home care or waiver services in FFS purchase and delivery or in arrangements by Managed Care Organizations under agreement with DHS. The MMIS service agreement, completed by the Financially Responsible Agency, identifies and authorizes specific waiver services to be provided and includes for each service: the type of service unit, the cost of a service unit, and the number of units over a specific duration of time. Payments to approved providers will be made according to Minnesota Statutes and procedures. *Note: The MMIS service agreement is merely an integrated component of this contract. Service agreements are not binding contracts and do not carry the full rights and protections available in a Purchase of Service Contract.*
- 24) **Person:** Individual who meets eligibility requirements specific to federal and state-funded health care programs to participate in such programs; the person determined to be eligible and authorized to receive waiver or Alternative Care services.
- 25) **Provider:** Party from which services are purchased. May also be referred to as Contractor.
- 26) **Purchased Services:** Outcome-based services authorized on an MMIS Service Agreement or authorized by a Managed Care Organization that are provided in response to the eligible person's identified needs as specified in their individual plan, based upon the needs and preferences of the person and the person's personal goals, and which are consistent with the principles of most inclusive environment, self-determination, and other rights of the person.
- 27) **Spendedown:** The amount a Medicaid recipient is responsible to pay toward their Medicaid services on the first day that they are eligible for such services.
- 28) **State:** The State of Minnesota or an agency thereof, as determined by the context of the specific provision of this Contract to which it relates.
- 29) **Subcontractor:** Individual or a company that signs a contract to perform part or all of the obligations of the Provider's contract.

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

- 30) **Third-Party Beneficiary:** Individual or entity recognized as having enforceable rights created in them under a contract to which they are not parties as addressed in Minnesota Rules, part 9525.1870, subpart 2.
- 31) **Traumatic Brain Injury (TBI) Waiver:** Provides funding for home and community-based services necessary as an alternative to institutionalization that promote the optimal health, independence, safety and integration of children and adults with an acquired or traumatic brain injury who meet the waiver eligibility criteria and who would otherwise require the level of care provided in a nursing facility or a neurobehavioral hospital.
- 32) **Units of Service:** Defined period of time, including the following: per day, per partial day, per hour, per month, per 30 minutes, per 15 minutes, per occurrence; or a flat rate; or as identified in the Minnesota Health Care Programs Provider Manual (HCBS Waiver Services).
- 33) **Waiver Obligation:** People with income equal to or less than the Special Income Standard (SIS) are eligible for EW without a Medical Assistance spenddown. They must contribute any income over the Maintenance Needs Allowance and other applicable deductions to the cost of services received under EW.

3. PURCHASE OF SERVICE(S)

- A) **Description of Services:** The Provider shall provide services detailed in Attachment A, entitled "Purchased Services," which is attached and incorporated into this Contract by reference. All Purchased Services must be specified in the person's community support plan and authorized by the Financially Responsible Agency.
 - 1) All parties to this Contract agree to provide Purchased Services as specified in the person's Community Support Plan and as authorized by the Financially Responsible Agency. Purchased Services must comply with applicable Minnesota Statutes, Minnesota Rules, and federally approved Minnesota waiver plans. The Community Support Plan is incorporated by reference into this Contract.
 - 2) This Contract may serve as a Lead County contract for services purchased by other Financially Responsible Agencies, including Managed Care Organizations and Tribes.
 - 3) This Contract may be accessed as a Lead County Contract under applicable Minnesota law, rules and/or at the Lead County's discretion. If accessed as a Lead County contract, the Provider shall abide by the terms of this Contract. Such Financially Responsible Agencies that access the Lead County contract shall be financially responsible under the terms of this Contract for those persons they authorize for and are subject to statutory or other restrictions in the lead county contract.
 - 4) The Lead County shall monitor the terms of this Contract and shall make available copies of this Contract upon request of Financially Responsible Agencies. Financially Responsible Agencies may complete an addendum or amendment to this contract with the permission of all parties involved.

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

- 5) Nothing in this Contract shall be construed as requiring the Provider to continue to provide services for any eligible person upon cessation of the contract, or as requiring the Financially Responsible Agency to continue to purchase services for any eligible person upon cessation of the contract.
- 6) Waiver funds may not be used for room and board costs except when provided as part of respite care furnished in certain licensed facilities as identified in the federally approved waiver plan.
- 7) Incident reports will be submitted to the Lead County as well as the Financially Responsible Agency as specified in the person's community support plan as requested by the Financially Responsible Agency. Reports will be in a format approved by the Lead County. License holders must follow Minnesota Statutes, section 245B.05, subdivision 7 when incidents occur.
- 8) The Provider agrees to participate in team meetings related to the person as initiated or as requested by the team or the individual.

4. ELIGIBILITY FOR SERVICES

- A) The parties understand and agree that the Financially Responsible Agency shall have the responsibility of determining the eligibility of the person to receive Purchased Services in accordance with the eligibility criteria established by applicable Minnesota Rules and federally approved state waiver plan requirements, and under MN Statute 256B.0913.
- B) When the Financially Responsible Agency has determined the person is no longer eligible to receive services or that services are no longer needed or appropriate, the Financially Responsible Agency shall notify the person or the person's legal representative in writing of the proposed termination, denial or reduction of services within ten (10) business days prior to the Financially Responsible Agency's proposed date of action. The Financially Responsible Agency shall also notify the Provider within ten (10) business days of the determination.
- C) The Financially Responsible Agency shall also provide information regarding the person's right to appeal the proposed Financially Responsible Agency's action as provided under Minnesota Statutes, section 256.045.

5. PAYMENT RATES FOR PURCHASED SERVICES

- A) **Total Cost of the Contract.** The total amount to be paid pursuant to this Contract shall not exceed the compensation due for the amount of services authorized and actually delivered. The Lead County or any other Financially Responsible Agency does not guarantee to purchase any minimum amount of services under this Contract.
- B) **Payment Rates.** The Provider shall be paid for authorized and delivered services as agreed to by the parties of this Contract. Rate setting authority originates from this Contract and not from MMIS Service Agreements. Rates as agreed to in this Contract must agree and be accurately reflected in MMIS. Rate schedules attached to this

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

agreement via Attachment(s) C are incorporated into this Contract by reference herein and are deemed part of this Contract.

1. No advance payments will be made under this Contract.
2. Payment for leave days is not permitted through the AC Program, EW, CAC, CADI, DD or TBI waivers. The Provider's payment rate in 5.B may, however, include overhead expenses of days when a person is away from a residence. (See the Disability Program Services Manual on Reimbursement for overhead expenses due to a residential absence for a list of affected waiver services and for acceptable ways to include absences in overhead expenses.)
3. If the Minnesota Legislature approves a rate increase, requires a rate decrease, or makes any other changes to the reimbursement rates for any service included in this Contract, the new rate shall be in effect under this Contract.
 - a. The Lead County will send the Provider a written confirmation of the new rate. If the Financially Responsible Agency has accessed the Lead County contract and amended the rates, it will send the provider notices.
 - b. The Provider agrees to abide by any conditions imposed upon the use of increased funds that may be established by law or direction from the State of Minnesota, Department of Human Services.
 - c. Any interpretation pertaining to eligibility for a rate change as well as the exact amount of the rate change shall be subject to applicable law, rule, or regulation and shall be consistent with guidelines developed by the State of Minnesota and the Lead County.
4. The Lead County may allow the Provider to negotiate the rate it will charge for some services, subject to MMIS rate limits. The Provider must provide sixty (60) calendar days written notice to the Lead County, eligible persons, and responsible parties to change rates as required by individual service needs. Existing eligible person's service authorizations continue at the previous rate for the duration of the authorization unless the Lead County agrees otherwise. Rate changes must be approved by the Lead County prior to being implemented.
 - a. The 60-day written notice, as described in 5B (4), will be waived in cases of emergency or extenuating circumstances. In such cases, the Provider must provide the Lead County with reasonable notice in order to change rates. Timeliness of the notice will be determined by the Lead County.

6. METHODS OF BILLING

A) Billing MMIS for Purchased Services

- 1) The Provider shall submit invoices to the State of Minnesota following the policies and procedures established for payment of Minnesota Health Care Program services, as set forth in Minnesota Statutes, section 256B.064; Minnesota Rules, chapter 9505, and the Minnesota Health Care Program Provider Manual.
- 2) In the event that services provided to eligible persons may be reimbursed by private health insurance, Long Term Care Insurance, Medical Assistance State Plan services,

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

or Medicare, the Provider shall bill such third parties before billing home and community-based services and the State of Minnesota.

- 3) The Provider agrees to notify the State of Minnesota if full or partial payment is received from any source other than this Contract for any eligible person also paid by the State. In such cases, the Provider shall return to the State any duplicate payment made by the State for such eligible persons.
- 4) The parties understand and agree that the Provider will have sole responsibility for the collection of other fees or revenues, with the exception of Alternative Care fees. Further, the parties agree that the Lead County or other Financially Responsible Agency shall accept no responsibility for the collection or subsidization of bad debts related to other revenue for Purchased Services.
- 5) The Provider shall bill consistent with applicable Minnesota Rules in effect at the time the service was performed.
- 6) The Provider will bill only for services actually delivered and only for days when services were actually delivered. Providers may not bill for leave days.

B) Billing the Financially Responsible Agency for Authorized and Purchased Services

- 1) The Provider shall submit billing invoices within thirty (30) calendar days after Purchased Services have been delivered to eligible persons. Invoices shall be submitted to the Financially Responsible Agency in a format and according to a process communicated by the Financially Responsible Agency.
- 2) The Financially Responsible Agency will make payment within thirty (30) calendar days from the receipt of the invoice. If the invoice is incorrect, defective or otherwise improper, the Financially Responsible Agency will notify the Provider within ten (10) working days of receiving the incorrect invoice. Upon receiving the corrected invoice, the Financially Responsible Agency will make payment within thirty (30) calendar days.
- 3) The Provider shall prepare an invoice for any other Financially Responsible Agency paying for an eligible person in cases where the Lead County under this contract is not the Financially Responsible Agency for an individual.
- 4) In the event that services provided to eligible persons may be reimbursed by private health insurance, Long Term Care Insurance, Title XIX Medical Assistance, or Medicare, the Provider shall bill such third parties before billing home and community-based services and the State of Minnesota.
- 5) The Provider agrees to notify the Financially Responsible Agency if full or partial payment for Purchased Services is received from any other source for any eligible person when those Purchased Services were also paid for by the Financially Responsible Agency. In such cases, the Provider shall return to the Financially Responsible Agency any duplicate payment made by the Financially Responsible Agency for such eligible persons.
- 6) The parties understand and agree that the Provider will have sole responsibility for the collection of other fees or revenues, with the exception of Alternative Care fees. Further, the parties agree that the neither the Lead County nor any other Financially Responsible Agency shall have responsibility for the collection or subsidization of bad debts related to other revenue for Purchased Services.
- 7) The Provider will bill consistent with Minnesota Rules, part 9525.0950, subpart 1, or in effect at the time the service was performed.

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

- 8) The Provider agrees not to include in the charges for services any administrative or program cost assignable to private pay or third-party pay service recipients.
- 9) The Provider will bill only for services actually delivered.

7. DISCONTINUATION/TERMINATION OF SERVICES FOR INDIVIDUALS

- A) **Provider Inability to Provide Services.** The Provider shall, within no more than ten (10) business days of its determination, notify the Financially Responsible Agency of its determination that it is unable to, or will be unable to, provide the required quality or quantity of Purchased Services for an individual person.
 - 1) A transition plan must be developed with the person's case manager/care coordinator. The Financially Responsible Agency will implement the transition plan within the subsequent twenty (20) calendar days of notification of inability to provide services.
- B) **Safety of the Person.** If the Lead County or other Financially Responsible Agency has sufficient reason to believe that the safety or well-being of a person receiving services may be endangered by actions of the Provider, its agent and/or employees, the Lead County or other Financially Responsible Agency may require that the Provider immediately terminate providing services to the person. The Lead County or other Financially Responsible Agency may also remove the person from the care of the Provider. These actions may be taken forthwith and may continue for such a period as is reasonably necessary for the Lead County or other Financially Responsible Agency to determine that the safety and well-being of the person has been assured. If it is determined that the safety and well-being of the person will remain in jeopardy, the Financially Responsible Agency may terminate the MMIS Service Agreement for a specific individual. No payments shall be made for the period during which services are suspended or terminated. In the event of such suspension or termination, the Provider shall be entitled to payment, determined on a pro rata basis, for the work or services satisfactorily performed.
- C) **Notice of Discharge/Termination.** The Provider agrees to give at least a 30-day written notice to the Financially Responsible Agency, the person to be discharged, and the person's responsible party or legal representative whenever the Provider proposes to discharge or terminate service(s) to a person who has received services, unless other legal requirements impose a longer notice period, in which case the longer notice period applies. This notice of action must include the specific grounds for termination and document attempts to address those reasons with the Financially Responsible Agency. The Provider shall not terminate services or discharge a person before giving such notice or before the proposed date unless delay would seriously endanger the health, safety, or well-being of the person or others. This includes the provider terminating service(s) to a person because of non-payment of an EW Waiver Obligation or Medical Assistance Spenddown.
- D) **Written Procedures.** The Provider agrees to establish and provide to the Lead County and Financially Responsible Agencies written procedures for terminating services to a person. The written procedures shall include provision for notification of the case manager, the person to be discharged, and the person's responsible party or legal representative. The written procedures shall state that the Provider will assist the

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

Financially Responsible Agency to ensure a smooth transition to other services. A written summary of information and transfer of records will be included in the procedures.

8. PROVIDER QUALIFICATIONS AND TRAINING

- A) The Provider agrees to use only qualified personnel to provide any Purchased Services. If licensing or certification is a necessary prerequisite for provision of services, the Provider shall ensure that personnel are properly licensed or certified and meet standards described in the applicable federally-approved state waiver plans.
- B) The Provider agrees to provide or arrange for staff training as required in Minnesota Statutes and Minnesota Rules, in compliance with training requirements under Minnesota waiver plans and as specified in the respective individual plan of each person served under this Contract, or if the Financially Responsible Agency has additional training requirements as per the individual support plan. A copy of the staff-training plan shall be provided to the Lead County and to other persons as requested. Upon Lead County or Financially Responsible Agency's request, the Provider shall provide a copy of records that show that the training plan has been implemented.
- C) The Provider agrees to maintain at all times during the term of this Contract a process whereby its current and prospective employees and volunteers, who will have direct contact with persons served by the program or its services, will consent to a background study under Minnesota Statutes, Chapter 245C. The Provider agrees to ensure that employees and volunteers who have direct contact with persons served by its program or services are supervised or removed from direct contact to access to persons receiving its services as required under Minnesota Statutes, Chapter 245C.13.
- D) All persons 18 years and older under this current contract categorically fall under the definition of Vulnerable Adults as defined in Minnesota Statutes, section 626.5572. Providers must follow all reporting requirements as defined in Minnesota Statutes, section 626.557. Providers must also show that staff training is completed in the areas that must be reported, local common entry point contacts, and follow-up within the Provider agency.
- E) Providers who provide services to persons under the age of 18 must comply with the Maltreatment of Minors reporting requirements as defined in Minnesota Statutes, section 626.556.

9. STANDARDS AND LICENSES

- A) The Provider represents that it is and will remain qualified and licensed to provide the Purchased Services in accordance with the applicable provisions of Minnesota Rules, Minnesota Statutes, federally approved Minnesota state waiver plans, and during the term of this Contract.
- B) The Provider agrees to inform the Lead County or other Financially Responsible Agency who has authorized services under this contract of the following within five (5) business days after occurrence:

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

- 1) Any changes in licensure status and/or any reported warning to suspend or revoke licensure status.
 - 2) Any allegations and/or investigation by a government agency of fraud or criminal wrongdoing.
 - 3) Any federal exclusion of an individual or entity as described in Section 11 of this Contract or any conviction that could result in a federal exclusion.
- C) The Provider agrees to comply with all federal, state, county and local laws, regulations, ordinances, rules, and certifications as pertaining to the facilities, programs, and staff for which the Provider in the performance of its obligations under the Contract is responsible during the term of this Contract. This will include, but will not be limited to, current health, fire marshal, and program licenses, zoning standards, licensing and certification of staff when required under state or federal authority, insurance coverage, and all other applicable laws, regulations, ordinances, rules, and certifications that are effective, or will become effective, during the period of this Contract.
- D) During the term of this Contract, the Provider agrees to comply with all applicable state licensing standards, all applicable accreditation standards, and any other standards or criteria established by the State to ensure quality service.
- 1) Failure to meet such standards may be cause for termination of this Contract. Notwithstanding any other provision of this Contract, such termination may be effective as of the date of such failure.
 - 2) Loss of any applicable license by the Provider shall be cause for termination of this Contract. Notwithstanding any other provision of this Contract, such termination shall be effective as of the date of such loss.
- E) The Provider agrees to provide the Lead County or other Financially Responsible Agency, upon written request, copies of program review surveys or summaries, which may include reports from the Minnesota Department of Human Services or the Minnesota Department of Health, and/or Medicare surveys or summaries, when complete.
- F) The Provider agrees to comply with the U.S. Department of Health and Human Services' Policy Guidance Document entitled "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons". For Medical Assistance-funded services, interpreter costs shall be billed to Medical Assistance. Interpreter costs for non-Medical Assistance services shall be the financial responsibility of the Provider.
- G) In the event that there is a revision of federal regulations, which make services provided under the terms of this Contract or any portion thereof ineligible for federal financial participation, all parties will review the Contract and renegotiate those items necessary to bring the Contract into compliance with the new federal regulations. Refusal to review the Contract within seven (7) calendar days of receipt of a written request to bring the Contract into compliance, or failure to cooperate in good faith, shall be cause for termination of this Contract as of the date when the Contract is out of compliance for purposes of federal financial participation.

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

- H) In the event that there is a revision of federal, state, or local statutes, rules or other laws, or the federally-approved state waiver language, which make the performance of this Contract or any portion thereof unlawful, all parties will review the Contract and renegotiate those items necessary to bring the Contract into compliance with the law. Refusal to review the Contract within seven (7) calendar days of receipt of a written request to bring the Contract into compliance, or failure to cooperate in good faith, shall be cause for termination of this Contract as of the date when the Contract is out of compliance.

10. RECORD DISCLOSURES

The Provider shall:

- A) Allow personnel of the Lead County or other Financially Responsible Agency accessing the contract, the Minnesota Department of Human Services and/or the Minnesota Department of Health, the Minnesota Medicaid Fraud Control Unit of the Attorney General's Office, the State Auditor's Office, and the U.S. Department of Health and Human Services access to the Provider's facility and records and permit any of the foregoing agencies or entities to copy the Provider's program and fiscal records at reasonable hours to exercise their responsibility to monitor Purchased Services.
- B) Maintain all records pertaining to this Contract at **Dayspring Supportive Living Services, Inc., 42650 290th Street, Aitkin, MN 56431** for six (6) years for audit purposes in accordance with Minnesota Statutes, section 16C.05, subdivision 5. All books, records, documents and accounting procedures and practices of the Provider that are relevant to this Contract are subject to examination by the Lead County or the Financially Responsible Agency accessing the contract, the Department, the U.S. Department of Health and Human Services, and either the Legislative Auditor or State Auditor, as appropriate, for a minimum of six (6) years. The Provider shall promptly notify the Lead County in writing of any changes in the location where its records related to this Contract are stored or maintained.
- C) Comply with policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, and maintenance of health service records for services rendered to persons.

11. AUDIT, REPORTS AND EVALUATIONS

- A) The Lead County shall establish procedures and timelines to monitor and evaluate the Provider's performance under this Contract. Lead County procedures for monitoring and evaluating may include, but are not limited to, on-site visits to the Provider's facility; review of personnel files; review of the Provider's financial, statistical and program records; review of reports and data supplied by the Provider at the Lead County's request; and expense budgets.
- B) The Provider shall provide the Lead County with reports as the Lead County may from time to time reasonably require, including but not limited to, the following: *[Please*

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

check the applicable box(es) below and have both parties mark their initials next to those that apply.]

- 1) **Audit:** While no independent audit is required, if the Provider has had an independent audit or audit review done, the Provider will make available to the Lead County, within thirty (30) calendar days of the Lead County's written request, a copy of any completed independent audit and auditor's management letter or completed audit review.
 - 2) **Physician Orders** that include orders for the types of services provided, as required in the Disability Services Program Manual (DSPM) and the Minnesota Health Care Programs (MHCP) Provider Manual, as applicable.
 - 3) A written **Program and Statistical Report** in a form approved or provided by the Lead County within thirty (30) calendar days of the end of each quarter.
 - 4) **Revenue and Expense Report** (also known as an Income Statement or Profit and Loss Statement) to be submitted Quarterly or Monthly or Annually or Upon contract renewal, within thirty (30) calendar days after the end of each period, unless otherwise indicated by the Lead County.
 - 5) **Balance Sheet** to be submitted Quarterly or Monthly or Annually or Upon contract renewal, within thirty (30) calendar days after the end of each period, unless otherwise indicated by the Lead County.
 - 6) **Expense Budget** Site-specific Program-specific, to be submitted Quarterly or Monthly or Annually or Upon contract renewal, within thirty (30) calendar days after the end of each period, unless otherwise indicated by the Lead County.
 - 7) Other: Business records only upon special request
- C) If the collection of fees is delegated to the Provider, the Provider agrees to provide the Lead County or other Financially Responsible Agency with information about the fees collected and the fee source.
- D) The Provider shall, upon reasonable notice, meet with Lead County personnel to assist the Lead County in evaluating Purchased Services outcomes.
- E) The Provider shall develop procedures for monitoring and evaluating the achievement of goals and objectives identified in the community support plan and shall submit progress reports at least annually for each person or as identified in the community support plan. The Provider agrees to develop reports that will contain sufficient specificity to enable the Lead County or Financially Responsible Agency to monitor and evaluate the person's achievement of goals and objectives stated in the person's community support plan.
- F) If applicable, the Provider shall provide quarterly incident reports for persons under public guardianship to the Financially Responsible Agency case manager, the person, and the person's legal representative.
- G) The Provider shall provide the Lead County or other Financially Responsible Agency authorizing services under this contract, with such information regarding the qualifications of its staff, including professionals, volunteers, and others, as requested by the Lead County or other Financially Responsible Agency, to verify that the present and

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

subsequent services are being rendered by competent, trained, qualified, and properly licensed or certified personnel as described in the Disability Services Program Manual (DSPM) and the Minnesota Health Care Programs (MHCP) Provider Manual, as applicable.

- H) The Provider shall ensure that neither it nor any of its owners, managers, or employees or its subcontractors; nor the owners, managers, or employees of the subcontractors assigned to provide services pursuant to this Contract have been debarred or excluded from Medicaid or any other federally-funded health care program under the provisions of the Social Security Act, 42 USC 1320a-7. If the Provider learns of any such debarment or exclusion, the Provider shall immediately notify the Lead County and Financially Responsible Agency authorizing services under this contract in writing and immediately take steps to stop the debarred or excluded individual from performing further services under this Contract

12. SAFEGUARD OF INFORMATION

- A) The Provider agrees to comply with the terms of Minnesota Statutes, Chapter 13, the Minnesota Government Data Practices Act, and all other applicable Minnesota laws, in handling all data related to this Contract. In addition, the Provider agrees to comply with all applicable federal privacy laws.
- B) The business director/owner Calliegh Johnson or his/her successor shall be the designated authority in charge of all data collected, used, or disseminated by the Provider in connection with the performance of this Contract in compliance with the Minnesota Government Data Practices Act, Chapter 13.
- C) The Financially Responsible Agency shall ensure that a joint Release of Information document is completed prior to providing private information to the Provider in accordance with Minnesota Rules, Parts 1205.0100 to 1205.2000.
- D) The Lead County and other Financially Responsible Agencies are covered entities under the Health Insurance Portability and Accountability Act (HIPAA). To the extent that the Provider performs a function or activity involving the use of "protected health information" (Code of Federal Regulations, Title 45, section 164.501), on behalf of the Lead County and other Financially Responsible Agencies, including, but not limited to, providing health care services; health care claims processing or administration; data analysis, processing or administration; utilization review; quality assurance; billing; benefit management; practice management; repricing; or otherwise provided by 45 CFR, section 160.103, the Provider shall comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 CFR, parts 160-164), (collectively referred to as "HIPAA"), and all applicable requirements.

INSERT DESIGNEE'S NAME

Calliegh Johnson

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

- E) The Provider agrees to defend, indemnify, and hold harmless the Lead County and other Financially Responsible Agencies authorizing services under this contract, its agents, officers, and employees from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act or HIPAA, including any legal fees or disbursements paid or incurred to enforce the provision of this article of the Contract.

13. EQUAL EMPLOYMENT OPPORTUNITY, CIVIL RIGHTS AND NON-DISCRIMINATION

- A) The Provider agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973 as amended by Section 504; Minnesota Statutes, section 363A.02; and all applicable federal and state laws, rules, regulations and orders prohibiting discrimination in employment, facilities and services. The Provider shall not discriminate in employment, facilities, and in the rendering of Purchased Services hereunder on the basis of race, color, religion, age, gender, sexual orientation, disability, marital status, public assistance status, creed, or national origin.
- B) To the extent applicable, the Provider certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363A.36. This section applies only if the Contract is for more than \$100,000 and the Provider has employed 40 or more employees within the State of Minnesota on a single working day during the previous 12 months.
- C) It is the Financially Responsible Agency accessing services under this contract or Lead County's policy that all Providers desiring to do business with the Financially Responsible Agency or Lead County adhere to the principles of Equal Employment Opportunity and Affirmative Action. This requires not only that Providers do not unlawfully discriminate in any condition of employment on the basis of race, color, gender, sexual orientation, religion, national origin, age or disability, but that they also take affirmative action to ensure positive progress in Equal Opportunity Employment.

14. FAIR HEARING AND GRIEVANCE PROCEDURES

- A) The Financially Responsible Agency is responsible to refer a person's request for a fair hearing and grievance procedure to the Department in conformance with Minnesota Statutes, section 256.045 and in conjunction with the Fair Hearing and Grievance Procedures established by the administrative rules of the Department.
- B) The Financially Responsible Agency will advise applicants and eligible persons of their rights to a fair hearing in the appeal process, including, but not limited to, their right to appeal a denial or exclusion from the program or failure to recognize an eligible person's choice of service and of his or her rights to a fair hearing in these respects.

15. BONDING, INDEMNITY, INSURANCE AND AUDIT CLAUSE

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

- A) **Bonding:** The Provider will be required to maintain at all times, during the term of this Contract, a fidelity bond or insurance coverage for employee dishonesty with a minimum amount of \$50,000 covering the activity of each person authorized to receive or distribute monies under the term of this Contract. A copy of the Provider's bond or insurance certificate shall be delivered to the Lead County at the beginning of this Contract term and on an annual basis thereafter.
- B) **Indemnity:** The Provider agrees that it will at all times defend, indemnify, and hold harmless, the Department of Human Services and the Lead County or Financially Responsible Agency against any and all liability, loss, damages, costs and expenses which the Department, Financially Responsible Agency, or Lead County may hereafter sustain, incur, or be required to pay:
- 1) By reason of any applicant or eligible person suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving the care and services to be furnished under this Contract, or while on premises owned, leased, or operated by the Provider, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the Provider or any officer, agent, or employee thereof; or
 - 2) By reason of any applicant or eligible person causing injury to, or damage to, the property of another person, during any time when the Provider or any officer, agent, or employee thereof has undertaken or is furnishing the care and services called for under this Contract; or
 - 3) By reason of any negligent act or omission or intentional act of the Provider, its agents, officers, or employees which causes bodily injury, death, personal injury, property loss, or damage to another during the performance of Purchased Services under this Contract.
- C) **Insurance:** The Provider further agrees, in order to protect itself as well as the Department, the Lead County, and other Financially Responsible Agencies under the indemnity contract provision set forth above, it will at all times during the term of the Contract, and beyond such term when so required, have and keep in force a general liability insurance policy. Adult family foster care providers and child family foster care providers who are covered by the DHS-purchased liability policy for these providers are exempt from this insurance requirement as long as the DHS-purchased insurance is in force.
- D) The Provider will make a good-faith effort to purchase occurrence-based liability insurance. If the Provider cannot afford or find an occurrence-based liability policy, the Provider may substitute a claims-made liability policy at the same coverage levels required in Paragraph 15.E and with extended reporting-period coverage for at least one full year following the end of the term of the claims-made policy.
- E) This liability insurance policy will meet the limits as shown below or be equal to the tort liability limits under Minnesota Statutes, section 3.736, subdivision 4, whichever is greater:

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

1. Effective July 1, 2009: Five Hundred Thousand Dollars (\$500,000) for bodily injury or property damage to any one person and One Million Five Hundred Thousand Dollars (\$1,500,000) for total injuries or damages arising from any one occurrence.
- F) The Department of Human Services, Lead County, and Financially Responsible Agency must all be listed as additional insured, and the Lead County shall be sent a current certificate of insurance on an annual basis. The certificate must show that the Lead County will receive thirty (30) calendar days' prior written notice in the event of cancellation, nonrenewal, or material change in the described policy.
- G) If the Provider is unable to obtain the required insurance coverage, or if the coverage is cancelled during the term of this Agreement, the Provider must notify the Lead County contract manager (or the contract manager's designee) by telephone or e-mail the same business day as the Provider receives notice of cancellation or inability to obtain coverage. The Provider shall also provide written notice to the Lead County contract manager within five (5) business days. The Provider shall make immediate good faith efforts to obtain or replace the coverage in the open market. If such efforts are unsuccessful, the Provider shall apply to the Minnesota Joint Underwriting Association for the insurance coverage. Failure to maintain required insurance coverage shall be considered an event of default pursuant to this Agreement.
- H) The Provider must also maintain worker's compensation insurance per Minnesota statutory requirements. If applicable, the Provider must also maintain professional liability insurance with a minimum aggregate amount of \$1,000,000.

16. CONDITIONS OF THE PARTIES' OBLIGATIONS

- A) The Provider agrees to inform the Lead County within ten (10) business days of changes in its address, ownership, organizational structure, board of director membership, and/or chief operating officers.
- B) The Provider will also inform the Financially Responsible Agency within ten (10) business days of any reductions in staffing levels or in staff qualifications that affect the person's health and safety, result in loss of needed expertise to meet the person's care requirements, or result in overpayment for Purchased Services; or such instances where the Provider is no longer able to deliver the agreed services prior to the effective date or during the term of this Contract.
- C) It is understood and agreed that in the event funding to the Financially Responsible Agency from state and federal sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of Purchased Service for an individual, the obligations of each party hereunder shall be terminated.
- D) Before the end date of the Contract period, as specified in the recitals to this Contract, the Lead County may evaluate the contract performance of the Provider and determine whether such performance merits renewal of this Contract. No automatic renewals are

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

permitted. Any agreement to renew this Contract shall be in writing and must be signed by authorized representatives of the parties.

- E) The Financially Responsible Agency will reimburse the Provider only for services specified in this Contract that have been authorized and delivered.
- F) If the Financially Responsible Agency or Lead County determines that funds are not being administered in accordance with the approved service plan and budget or that services are not being properly provided according to the terms of this Contract, the Lead County may terminate this Contract for cause after notice has been provided to the Provider or the Provider's designated representative, according to Section 21 of this Contract.

17. SUBCONTRACTING

- A) The Provider shall not enter into subcontracts for performance of any of the services contemplated under this Contract nor assign any interest in the Contract without the prior written approval of the Lead County and subject to such provisions as the Lead County may, in its sole discretion, deem necessary.
- B) All subcontracts must contain provisions that make all Subcontractors subject to all of the requirements of this Contract.
- C) The Provider must ensure that any and all subcontracts to provide services under this Contract contain the same language appearing in under Section 26 below, "Department of Human Services as Third-Party Beneficiary."
- D) Notwithstanding the Lead County's approval of any subcontract, the Provider agrees that it will be responsible for ensuring that the performance of any Subcontractor is in compliance with the subcontract, this Contract, and Minnesota Rules, part 9525.1870, subpart 3.

18. INDEPENDENT CONTRACTOR

- A) Nothing contained in this Contract is intended or should be construed as creating the relationship of copartners or joint ventures with the Lead County or other Financially Responsible Agency or the Department. The Provider is to be and shall remain an independent contractor with respect to all services performed under this Contract.
- B) The Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Contract.
 - 1) Any and all personnel of the Provider or other individuals, while engaged in the performance of any work or services required by the Provider under this Contract shall have no contractual relationship with the Lead County or other Financially Responsible Agency and shall not be considered employees of the Lead County or other Financially Responsible Agency.
 - 2) All claims that may or might arise under the Minnesota Unemployment Insurance Law in Minnesota Statutes, Chapter 268 or the Workers' Compensation Act in Minnesota Statutes, Chapter 176 on behalf of said personnel arising out of employment or alleged employment, including without limitation, claims of discrimination against the Provider, its officers, agents, contractors, or employees,

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

shall in no way be the responsibility of the Lead County or other Financially Responsible Agency.

- 3) The Provider shall defend, indemnify, and hold the Lead County and other Financially Responsible Agencies, their officers, agents, and employees harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court.
- 4) Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the Lead County or other Financially Responsible Agency, including without limitation tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment insurance, disability, severance pay, and Public Employees' Retirement Association.

19. DISCLOSURE

- A) The Provider agrees to make such disclosures of ownership and control information to the Lead County as is required by 42 CFR, sections 455.100 to 455.106.

20. DEFAULT

- A) **Unforeseeable Acts or Events (Force Majeure):** Neither party shall be liable to the other party for any loss or damage resulting from a delay nor failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.
- B) **Changes in Policy or Staff:** The Lead County reserves the right to terminate this Contract on ten (10) business days' written notice if the following changes are proposed or have been implemented:
 - 1) Reductions in staffing levels that affect the health or safety of the person or that result in loss of needed expertise, or
 - 2) Such instances where the Provider, in the Lead County's sole discretion, is no longer able to deliver the services agreed to prior to the effective date or during the term of this Contract.
- C) **Default by Provider:** Unless cured or excused under paragraph 20 (A) or Lead County or other Financially Responsible Agency default, each of the following shall constitute default on the part of the Provider:
 - 1) A written admission by the Provider that it is bankrupt; the filing by the Provider of a voluntary petition under the Federal Bankruptcy Act; or the filing of an involuntary petition under the Federal Bankruptcy Act against the Provider unless dismissed within ninety (90) calendar days. The Notice of Default and cure provisions of this Contract do not apply to this paragraph.
 - 2) The making of any arrangement with or for the benefit of the Provider's creditors involving an assignment to a trustee, receiver, or similar fiduciary. The Notice of Default and cure provisions do not apply to this paragraph.

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

- 3) Making material misrepresentations either in the documents attached to this Contract or in any other material provision or condition relied upon in the making of this Contract.
 - 4) The Provider disregards laws, ordinances, rules, regulations or orders of any public authority.
 - 5) Failure to perform any other material provision of this Contract.
- D) **Default by Lead County or Other Financially Responsible Agency:** Unless cured or excused by the provision in paragraph 20(A) on Provider default, each of the following shall constitute default on the part of the Lead County or other Financially Responsible Agency:
- 1) Making material misrepresentation either in the attached attachments and documents or in any material provision or condition relied upon in making of this Contract.
 - 2) Failure to perform any other material provision of this Contract.
- E) **Written Notice of Default:** Unless a different procedure and/or effective date is provided within the specific article or paragraph of this Contract under which the default, failure, or breach occurs, no event shall constitute a default giving rise to the right to terminate unless and until written Notice of Default is given to the defaulting party, specifying the particular event, series of events, or failure constituting the default and cure period.
- F) **Cure Period:** If the party in default fails to cure the specified circumstances as described by the Notice of Default within ten (10) business days, or such additional times as may be specified under the terms of this Contract, then the whole or any part of this Contract may be terminated by the non-defaulting party by giving written Notice of Termination to the defaulting party as provided in Section 21 of this Contract.

21. TERMINATION OF CONTRACT

- A) **With or Without Cause:** This Contract may be terminated without cause by either party upon thirty (30) calendar days written notice to the other party. Either party may terminate this Contract for cause by giving ten (10) business days written notice of its intent to terminate to the other party unless the other party cures the default within the 10-day period. Notwithstanding the foregoing, termination based on noncompliance with Section 16, Conditions of the Parties' Obligations, shall occur on the date provided in the written Notice of Termination.
- B) **Termination by Lead County - Lack of Funding:** Notwithstanding any provision of this Contract to the contrary, the Lead County may **immediately terminate** this Contract if it does not obtain funding from the Minnesota Legislature, Minnesota agencies, or other funding sources, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this Contract. The Lead County or other Financially Responsible Agency is not obligated to pay for any services performed by Provider after written Notice of Termination for lack of funding is sent to the Provider. The Lead County or other Financially Responsible Agency will not be assessed any penalty or damages if the Contract is terminated due to lack of funding.

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

- C) **Written Notice of Termination:** Notice of Termination shall be made by certified mail or personal delivery to the authorized agent of the party. Notice is deemed effective upon deposit of written notice in the United States Mail, postage pre-paid and addressed to the party authorized to receive notice, as provided in Section 28 of this Contract.
- D) **Duties of Provider Upon Termination:** Upon receipt of a Notice of Termination, and except as otherwise provided, the Provider shall:
- 1) Discontinue performance of this Contract on the date and to the extent specified in the Notice of Termination.
 - 2) Immediately notify all persons who are receiving services pursuant to this Contract.
 - 3) Cancel all orders and subcontracts to the extent that they relate to the performances canceled by the Notice of Termination.
 - 4) Complete performance of such terms as shall not have been canceled by the Notice of Termination.
 - 5) Submit a final invoice for services provided prior to termination, within thirty (30) calendar days of the date of termination.
 - 6) Retain the records of the person for at least five years following the termination of services (Minnesota Statutes, section 245B.07, subdivision 3 and Minnesota Rules, part 9505.2190.)
 - 7) Transfer the person's records to the new Provider of services and work cooperatively with the new Provider until a smooth transition is made.
- E) **Duties of Lead County or Other Financially Responsible Agency Upon Termination:** Upon receipt of a Notice of Termination, and except as otherwise provided, the Lead County or other Financially Responsible Agency:
- 1) Shall not be liable for any services provided after the date of the Notice of Termination, except as stated above or as authorized by the Lead County or other Financially Responsible Agency in writing.
 - 2) Shall, within thirty (30) calendar days of receipt of a final invoice, make final payment for any services satisfactorily provided up through the date of termination in accordance with the terms of this Contract.
- F) **Effect of Termination:** Termination of this Contract shall not discharge any liability, responsibility or right of any party that arises from the performance of or failure to perform the terms of this Contract adequately prior to the effective date of termination.

22. CONTRACT RIGHTS & REMEDIES

- A) **Cumulative Rights:** All remedies available to either party under the terms of this Contract or by law are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- B) **Waiver:** Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Contract shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by authorized representatives of the Lead County and the Provider.

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

C) Damages

- 1) **Duty to Mitigate:** Both parties shall use their best efforts to mitigate any damages that might be suffered by reason of any event giving rise to a remedy hereunder.
- 2) **Breach:** Notwithstanding any other provision of this Contract to the contrary, upon breach of this Contract by the Provider, the Lead County or other Financially Responsible Agency may withhold final payment due the Provider until such time as the exact amount of damages due is determined.

23. CONTRACT ADDITIONS OR MODIFICATIONS

- A) **Addendum:** Any addition(s) made to the terms of this Contract must be in writing and will not be effective until it has been either (1) executed or approved by the same parties, or their successors in office, who executed and approved the original Contract, or (2) executed and approved by persons designated by the parties to this contract.
 - 1) Any additional provisions that limit or restrict a person's choice or access to services shall be considered invalid.
- B) **Amendments:** Any amendment(s) or change(s) made to the terms of this Contract must be in writing and will not be effective until it has been either (1) executed or approved by the same parties, or their successors in office, who executed and approved the original Contract, or (2) executed and approved by persons designated by the parties to this contract.
- C) **Assigned Designees:** The designees allowed to execute and approve addendums and/or amendments are identified as:

Thomas Burke, Director and Calliegh Johnson
Lead County Designee Provider Designee

- D) **Contract Complete:** This Contract contains all negotiations and agreements between the Lead County and the Provider. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

24. SEVERABILITY

- A) The provisions of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Contract with respect to either party.

25. EXTENSION CLAUSE

- A) The parties further understand and agree that this Contract shall be automatically extended for an additional period up to ninety (90) calendar days from the end date of this Contract in the event that a new contract between the parties is desired but not entered into prior to the expiration date contained in this Contract. The purpose of this extension is to ensure the existence of an uninterrupted contract in the event that a new contract is desired but is unable to be signed by the parties prior to the expiration date of this

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

Contract. In the event that this Contract is extended pursuant to this clause, any change in fees contained in the subsequent contract may be made retroactive to the expiration date of this Contract, by mutual agreement of the parties.

26. DEPARTMENT OF HUMAN SERVICES AS THIRD-PARTY BENEFICIARY

- A) The Provider acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as a third-party beneficiary, is an affected party under this contract. The Provider specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to take any appropriate administrative action or sue the Provider for any appropriate relief in law or equity, including but not limited to, rescission, damages, or specific performance, of all or any part of the contract between the Lead County board and the Provider. The Provider specifically acknowledges that the Lead County board and the Minnesota Department of Human Services are entitled to and may recover from the Provider reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party to the contract or any other third-party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity. Minnesota Rules, part 9525.1870, subpart 2.

27. MERGER

- A) **Entire Contract:** It is understood and agreed that the entire contract of the parties is contained herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous contracts presently in effect between the Provider and any Lead County relating to the subject matter hereof.

28. NOTICE

- A) **Notice Given Under this Contract:** All notices given by either party to the other party under this Contract shall be delivered to the following representative of the other party, or his/her successor:
- 1) To the Lead County: Notices shall be addressed to AITKIN COUNTY HEALTH AND HUMAN SERVICES, 204 1ST STREET NW, AITKIN, 56431.
 - 2) To the Provider: Notices shall be addressed to Calliegh Johnson, Owner, 42650 290th Street, Aitkin, MN 56431
 - 3) Each party shall promptly notify the other party in writing of any changes in its designation of the person and location listed in this Section.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

IN WITNESS WHEREOF, Aitkin County and the Provider have executed this Contract as of the day and year first written above:

The Provider, having signed this contract, and the Aitkin County Board of Commissioners having duly approved this Contract on _____, and pursuant to such approval and the proper County officials having signed this Contract, the parties hereto agree to be bound by the provisions herein set forth. Minnesota Statutes 256.0112.

COUNTY OF AITKIN
STATE OF MINNESOTA

Dayspring Supportive Living Services, Inc.

Aitkin
County Board of Commissioners

BY: _____
Director

BY: _____
Chairperson of the County Board

Calliegh Johnson
Signer's name printed or typed

DATED: _____

DATED: _____

ATTESTED TO:

BY: _____
Director of Aitkin County Health and Human Services

DATED: _____

APPROVED AS TO LEGALITY AND
FORM:

BY: _____
Aitkin County Attorney

DATED: _____

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

ATTACHMENTS

- A) The following list of documents herein referred to as “Attachments.” There may be amendments that address changes or addenda that address additions to the terms of this Contract. All properly executed attachments are incorporated by reference and are deemed a part of this Contract:

<u>Attachment Number</u>	<u>Title of Document to be Attached</u>	<u>Number of Pages</u>
1)	Attachment A: “Purchased Services” for Disability Waivers	1
2)	Attachment B: “Purchased Services” for Elderly Waiver (EW) and Alternative_Care (AC)	1
3)	Attachment C: Rate Schedules	1

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

Attachment A

Purchased Services

Home and community-based services administered under the following waivers: Community Alternative Care (CAC), Community Alternatives for Disabled Individuals (CADI), Development Disabilities or Related Conditions (DD), and Traumatic Brain Injury (TBI).

The following are services that the Provider agrees to provide for eligible persons under contract. Descriptions for such services can be found in the Disability Services Program Manual (DSPM). *[Please check and have both parties mark their initials next to those that apply.]*

- | | |
|--|---|
| <input type="checkbox"/> 24-Hour Emergency Assistance | <input type="checkbox"/> In-Home Family Support Services |
| <input type="checkbox"/> Adult Companion Services | <input type="checkbox"/> Independent Living Skills Services |
| <input type="checkbox"/> Adult Day Care Services | <input type="checkbox"/> Independent Living Skills– TBI Therapies |
| <input type="checkbox"/> Adult Day Care Services Bath | <input type="checkbox"/> Live-in Personal Caregiver Expenses |
| <input type="checkbox"/> Assisted Living | <input type="checkbox"/> Modifications and Adaptations |
| <input type="checkbox"/> Assisted Living Plus | <input type="checkbox"/> Night Supervision Services |
| <input type="checkbox"/> Assistive Technology | <input type="checkbox"/> Personal Support Services |
| <input type="checkbox"/> Behavioral Programming | <input type="checkbox"/> Prevocational Services |
| <input type="checkbox"/> Chore Services | <input type="checkbox"/> Residential Care Services |
| <input type="checkbox"/> Consumer Directed Community Supports (CDCS) | <input type="checkbox"/> Respite Care |
| <input type="checkbox"/> Consumer Training and Education | <input type="checkbox"/> Specialist Services |
| <input type="checkbox"/> Crisis Respite | <input type="checkbox"/> Specialized Supplies and Equipment |
| <input type="checkbox"/> Day Training and Habilitation (DT&H) | <input type="checkbox"/> Structured Day Program |
| <input type="checkbox"/> Extended Home Care Services | <input type="checkbox"/> Supportive Employment Services |
| <input type="checkbox"/> Family Training, Education and Counseling | <input type="checkbox"/> Supportive Living Services for Adults |
| <input type="checkbox"/> Foster Care | <input type="checkbox"/> Supportive Living Services for Children |
| <input type="checkbox"/> Home Delivered Meals | <input type="checkbox"/> Transitional Services |
| <input type="checkbox"/> Homemaker Services | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> Housing Access Coordination | |

[If there are other services to be provided that are not listed above, check and describe the services below.]

Other: Personal Care Assistance and Extended Personal Care Assistance

Other: Nurse Supervision of Personal Care Assistance

Other:

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

Attachment B

Purchased Services

Home and community-based services administered under the Elderly Waiver (EW) and Alternative Care (AC) program.

The following are services that the Provider agrees to provide for eligible persons under contract. Descriptions for such services can be found in the Minnesota Health Care Programs (MHCP) Provider Manual, Chapter 26A. *[Please check and have both parties mark their initials next to those that apply.]*

- | | |
|--|---|
| <input type="checkbox"/> 24-Hour Customized Living | <input type="checkbox"/> Home Health Aide Services |
| <input type="checkbox"/> Adult Day Services | <input type="checkbox"/> Home Health Services |
| <input type="checkbox"/> Adult Day Services Bath | <input type="checkbox"/> Homemaker Services |
| <input type="checkbox"/> Adult Companion Services | <input type="checkbox"/> Nutrition Services (AC Program Only) |
| <input type="checkbox"/> Adult Foster Care | <input checked="" type="checkbox"/> Personal Care Assistance Services |
| <input type="checkbox"/> Chore Services | <input type="checkbox"/> Professional Nursing Services |
| <input type="checkbox"/> Consumer Directed Community Supports (CDCS) | <input type="checkbox"/> Residential Care Services |
| <input type="checkbox"/> Customized Living | <input type="checkbox"/> Respite Care |
| <input type="checkbox"/> Environmental Accessibility Adaptations | <input type="checkbox"/> Specialized Supplies and Equipment |
| <input type="checkbox"/> Family Adult Day Services (FADS) | <input type="checkbox"/> Transitional Services |
| <input type="checkbox"/> Family and Caregiver Training and Education | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> Home Delivered Meals | |

[If there are other services to be provided that are not listed above, check and describe the services below.]

Other: Nurse Supervision of Personal Care Assistance

Other:

Other:

Other:

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

Attachment C

Rates effective 9/1/2011

RATE SCHEDULES

Service	CAC/CADI, TBI & DD Waiver Rate	Elderly Waiver Rate	Alternate Care Rate
PCA	\$3.90/15 min unit	\$3.90/15 min unit	\$3.90/15 min unit
Extended PCA	\$3.90/15 min unit	\$3.90/15 min unit	N/A
RN Supervision of PCA	\$6.86/15 min unit	\$6.86/15 min unit	\$6.86/15 min unit

INCOME MAINTENANCE CASELOAD HISTORY

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
2013												
MAXIS	1831											
MNCare	369											
Day Care	56											
Totals	2256											
Applications-MAXIS	84											
2012												
MAXIS	1813	1819	1820	1832	1848	1848	1842	1828	1813	1805	1804	1817
MNCare	341	346	368	345	309	332	351	352	346	363	367	369
Day Care	72	70	73	72	72	62	63	65	64	67	61	58
Totals	2226	2235	2261	2249	2229	2242	2256	2245	2223	2235	2232	2244
Applications-MAXIS	91	62	77	71	94	77	63	85	69	86	60	86
2011												
MAXIS	1727	1748	1784	1827	1848	1847	1837	1843	1802	1823	1822	1827
MNCare	521	532	442	381	354	354	336	346	350	343	347	347
Day Care	72	71	71	80	72	80	87	82	84	81	80	74
Totals	2320	2351	2297	2288	2274	2281	2260	2271	2236	2247	2249	2248
Applications-MAXIS	84	79	115	100	84	92	73	100	62	96	84	65
2010												
MAXIS	1686	1675	1705	1694	1686	1668	1676	1664	1665	1671	1695	1703
MNCare	408	417	419	442	439	439	451	477	490	502	522	513
Day Care	77	74	68	67	67	67	67	63	62	62	67	72
Totals	2171	2166	2192	2203	2192	2174	2194	2204	2217	2235	2284	2288
Applications-MAXIS	76	52	75	90	68	64	73	82	68	88	85	73
2009												
MAXIS	1556	1578	1611	1628	1627	1620	1636	1629	1638	1644	1658	1687
MNCare	308	318	322	343	349	356	374	398	400	403	402	399
Day Care	80	81	82	85	83	83	80	84	82	80	81	78
Totals	1944	1977	2015	2056	2059	2059	2090	2111	2120	2127	2141	2164
Applications-MAXIS	93	93	98	91	66	78	89	72	81	84	67	91

MAXIS Cases: Number of unduplicated cases open for all programs except MNCare & Child Care can be open on multiple programs per case.

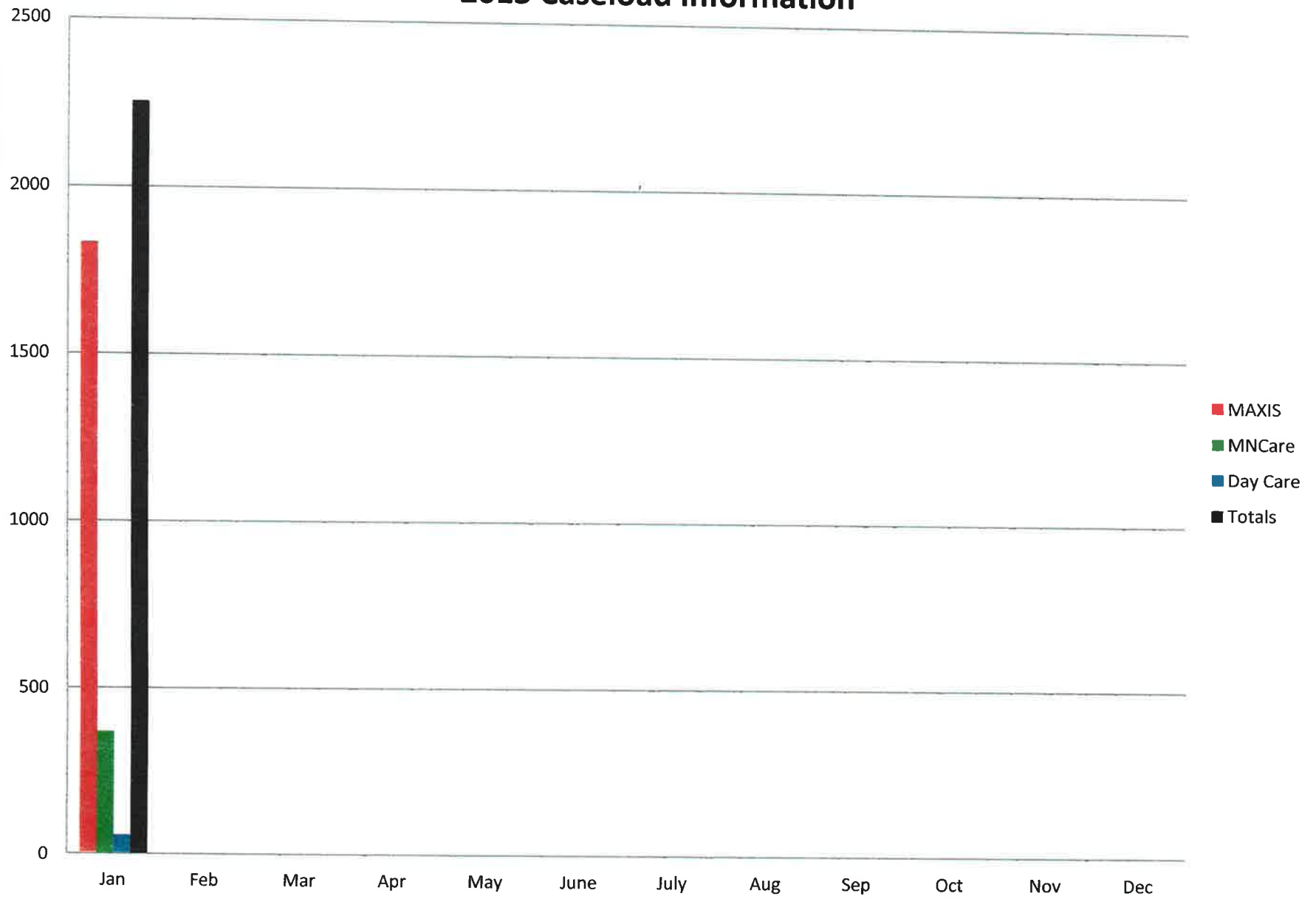
MNCare: Number of cases open on MNCare that Aitkin County manages. Residents do have the option of having their MNCare cases managed at the State Level.

Day Care: Number of day care cases open.

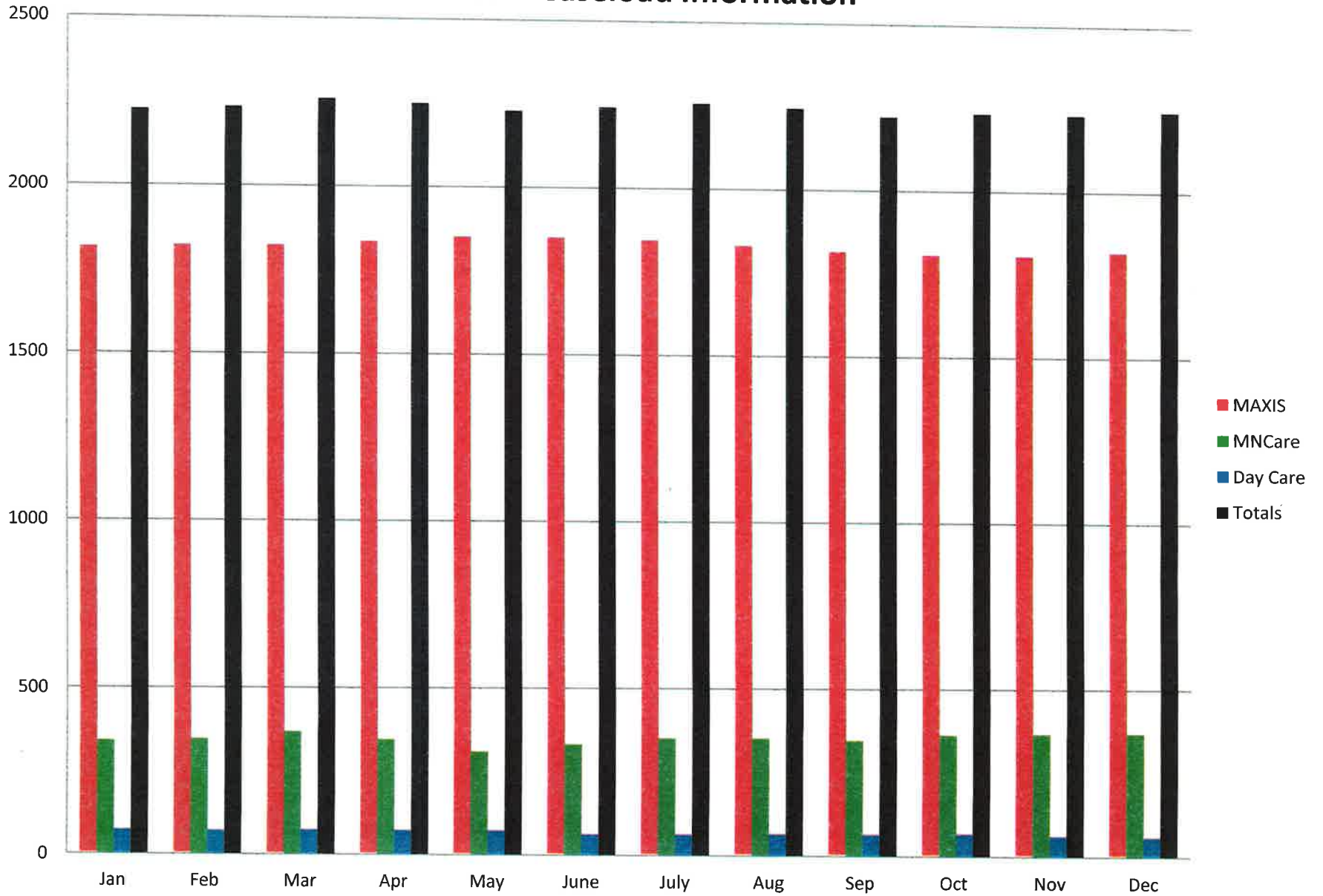
Total: Total cases open.

Applications - MAXIS: New applications taken during month for MAXIS programs only. Does not include MN Care or Day Care.

2013 Caseload Information



2012 Caseload Information



Aitkin County Health & Human Services

Financial Statement

	Actual Jan-13	Actual Feb-13	Actual Mar-13	Actual Apr-13	Actual May-13	Actual Jun-13	Actual Jul-13
Income:							
Tax Levy							
CPA and In Lieu							
State Revenue	15,570.93						
Federal Revenue	109,163.73						
Revenue From Third Party	15,262.66						
Misc. Revenue	24,265.14	1,203.18					
Total:	164,262.46	1,203.18	-	-	-	-	-
Expenditures:							
Payments to Recipients	126,135.91	92,764.80					
Salaries and Fringes	291,797.76	263,109.59					
Services and Charges	28,511.04	28,063.47					
Travel and Insurance	42,436.48	3,832.43					
Office Supplies	5,386.92	3,528.85					
Capital Outlay	-	-					
Misc Expense & Pass Thru	31,649.28	5,718.59					
Total:	525,917.39	397,017.73	-	-	-	-	-
Final Totals:	(361,654.93)	(395,814.55)	-	-	-	-	-

Cash Balance as of 02/2012
4,080,715.68

Cash Balance as of 02/26/2013
4,080,900.36

	YTD 2013	YTD 2012	ACTUAL 2011	ACTUAL 2010	ACTUAL 2009	ACTUAL 2008	ACTUAL 2007	ACTUAL 2006
Income:								
Tax Levy	-	2,445,757.88	2,345,969.16	2,333,865.63	2,340,935.73	2,409,856.71	2,303,196.53	1,817,723.90
CPA and In Lieu	-	131,275.60	236,240.57	235,223.92	321,690.72	303,462.53	389,866.09	312,877.69
State Revenue	15,570.93	723,462.02	736,864.33	611,120.93	632,506.88	936,661.64	790,366.43	905,921.06
Federal Revenue	109,163.73	2,161,389.09	2,120,681.67	2,225,918.50	2,266,036.42	2,031,189.00	2,013,560.50	1,993,226.16
Revenue From Third Party	15,262.66	204,217.36	163,265.77	126,077.60	-	-	-	-
Misc. Revenue	25,468.32	451,663.65	446,320.68	541,300.99	575,677.90	608,372.74	568,060.27	484,763.05
Total:	165,465.64	6,117,765.60	6,049,342.18	6,073,507.57	6,136,847.65	6,289,542.62	6,065,049.82	5,514,511.86
Expenditures:								
Payments to Recipients	218,900.71	1,604,608.63	1,729,427.71	1,862,889.86	1,818,277.01	1,729,049.89	1,827,333.49	1,858,630.93
Salaries and Fringes	554,907.35	3,516,455.12	3,602,677.75	3,585,784.86	3,658,299.47	3,300,291.25	3,091,358.49	2,911,440.42
Services and Charges	56,574.51	397,600.22	271,548.15	305,453.93	295,501.81	327,685.72	271,589.87	281,345.91
Travel and Insurance	46,268.91	87,885.39	96,969.42	107,221.46	125,924.90	125,736.88	91,625.96	96,293.29
Office Supplies	8,915.77	33,369.33	61,209.60	56,501.21	52,262.98	79,742.17	63,677.05	65,267.30
Capital Outlay	-	120,759.15	23,482.25	33,649.79	68,997.74	35,484.07	24,380.79	40,048.96
Misc Expense & Pass Thru	37,367.87	168,640.01	96,521.72	123,123.15	142,355.79	133,526.22	148,157.71	145,866.15
Total:	922,935.12	5,929,317.85	5,881,836.60	6,074,624.26	6,161,619.70	5,731,516.20	5,518,123.36	5,398,892.96
Final Totals:	(757,469.48)	188,447.75	167,505.58	(1,116.69)	(24,772.05)	558,026.42	546,926.46	115,618.90

AITKIN COUNTY FOSTER CARE

1998	\$470,228.76	61	2001	\$840,674.02	116	2004	\$1,054,034.05	76
1999	\$619,842.48	68	2002	\$927,493.49	94	2005	\$911,374.91	69
2000	\$663,637.48	85	2003	\$1,210,524.55	81	2006	\$847,823.25	73

	2007	2008	2009	2010	2011	2012	2013
JAN	\$57,760.29	\$51,397.99	\$71,257.41	\$73,496.04	\$78,312.32	\$59,278.73	\$52,334.43
FEB	\$94,242.30	\$62,605.01	\$78,980.18	\$82,467.05	\$82,982.51	\$78,783.86	\$50,122.31
MARCH	\$67,724.29	\$62,918.27	\$75,728.59	\$75,000.60	\$61,384.45	\$89,386.88	
APRIL	\$74,285.29	\$62,865.11	\$91,603.72	\$79,548.43	\$69,570.36	\$101,195.78	
MAY	\$74,048.44	\$71,824.48	\$74,777.50	\$77,811.48	\$73,398.62	\$70,140.91	
JUNE	\$85,395.63	\$79,633.26	\$78,255.63	\$99,039.56	\$92,735.90	\$79,654.30	
JULY	\$59,397.74	\$76,076.59	\$84,874.52	\$74,466.67	\$63,530.39	\$68,929.00	
AUG	\$66,770.76	\$74,550.01	\$74,213.76	\$97,571.86	\$77,971.22	\$67,386.62	
SEPT	\$68,837.51	\$67,930.63	\$74,599.74	\$70,427.32	\$65,924.31	\$66,615.87	
OCT	\$52,226.54	\$66,331.65	\$73,431.32	\$89,100.75	\$83,971.03	\$45,407.15	
NOV	\$66,203.74	\$77,776.03	\$91,038.51	\$76,359.06	\$78,148.23	\$45,889.63	
DEC	\$51,560.49	\$80,602.70	\$81,512.33	\$75,599.03	\$58,313.77	\$43,359.27	
TOTAL	\$818,453.02	\$834,511.73	\$950,273.21	\$970,887.85	\$886,243.11	\$816,028.00	\$102,456.74
CHILDREN	75	63	64	57	56	49	
	\$818,453.02	\$16,058.71	\$115,761.48	\$20,614.64	(\$84,644.74)	(\$70,215.11)	(\$713,571.26)
	Decrease	Increase	Increase	Increase	Decrease	Change	Change
	from 2006	from 2007	from 2008	from 2009	from 2010	from 2011	from 2012

2011 Foster Care Breakdown

Child Shelter	\$2,832.90
Treatment Foster	\$101,130.13
Child Foster Care	\$317,597.09
Rule 8 FC	\$79,291.48
Corrections	\$316,273.71
18-21	\$1,228.00
Rule 5	\$70,889.29
Respite	\$8,645.32
Child Care	\$1,166.65
Health Services	\$193.65
Transportation	<u>\$10,267.87</u>
Total	\$909,516.09

2012 Foster Care Breakdown

Child Shelter	\$8,847.10
Treatment Foster	\$96,215.62
Child Foster Care	\$276,532.46
Rule 8 FC	\$76,095.10
Corrections	\$245,552.59
Electronic Monitor	\$352.00
Rule 5	\$99,575.24
Respite	\$9,183.36
Child Care	
Health Services	\$382.00
Transportation	<u>\$7,187.58</u>
Total	\$819,923.05

2013 Foster Care Breakdown Year to Date

Child Shelter	\$936.00
Treatment Foster	\$21,647.71
Child Foster Care	\$50,397.32
Rule 8 FC	\$7,305.55
Corrections	\$11,889.20
Electronic Monitor	
Rule 5	\$7,765.80
Respite	\$309.48
Child Care	
Health Services	
Transportation	<u>\$3,747.76</u>
Total	\$103,998.82

2010 Foster Care Reimbursement

IV-E	\$81,539.76
Rule 5	\$37,364.89
Recoveries	\$130,255.98
Total	\$249,160.63

2011 Foster Care Reimbursement

IV-E	\$75,838.00
Rule 5	\$103,505.70
Recoveries	\$127,343.92
Total	\$306,687.62

2012 Foster Care Reimbursement

IV-E	\$73,551.00
Rule 5	\$59,512.99
Recoveries	\$112,766.58
Total	\$245,830.57

Recoveries include IV-E recoveries from IV-D and Admin recoveries from SSI.

Recoveries may be collected long after child has left placement.

IV-E and Rule 5 equals what has been paid to the county for 2010 expenses.

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Recoveries may be collected long after child has left placement.

IV-E and Rule 5 equals what has been paid to the county for 2012 expenses.

2010 Foster Care Breakdown

	Total	Social Service	Corrections	ICWA
Child Shelter	\$9,488.00	\$0.00	\$9,488.00	\$0.00
Treatment Foster	\$56,083.53	\$33,226.63	\$22,856.90	\$0.00
Child Foster Care	\$476,817.55	\$346,845.36	\$18,694.69	\$111,277.50
Rule 8 FC	\$76,179.08	\$14,709.60	\$13,372.90	\$48,096.58
Corrections	\$170,224.47	\$0.00	\$66,820.90	\$103,403.57
Home Monitoring/Spec. Equip	\$1,201.39	\$721.39	\$480.00	\$0.00
Rule 5	\$140,169.52	\$103,209.65	\$0.00	\$36,959.87
Respite	\$34,850.93	\$34,065.68	\$0.00	\$785.25
Child Care	\$1,579.00	\$1,579.00	\$0.00	\$0.00
Health Services	\$81.56	\$81.56	\$0.00	\$0.00
Transportation	\$9,584.21	\$9,584.21	\$0.00	\$0.00
Total	\$976,259.24	\$544,023.08	\$131,713.39	\$300,522.77
Total	\$976,259.24			

2011 Foster Care Breakdown

	Total	Social Service	Corrections	ICWA
Child Shelter	\$2,832.90	\$177.00	\$2,655.90	\$0.00
Treatment Foster	\$101,130.13	\$101,130.13	\$0.00	\$0.00
Child Foster Care	\$317,597.09	\$167,153.57	\$11,627.25	\$138,816.27
Rule 8 FC	\$79,291.48	\$45,321.48	\$17,569.80	\$16,400.20
Corrections	\$316,273.71	\$0.00	\$208,352.80	\$107,920.91
18-21	\$1,228.00	\$1,228.00	\$0.00	\$0.00
Rule 5	\$70,889.29	\$70,889.29	\$0.00	\$0.00
Respite	\$8,645.32	\$7,336.52	\$0.00	\$1,308.80
Child Care	\$1,166.65	\$1,166.65	\$0.00	\$0.00
Health Services	\$193.65	\$193.65	\$0.00	\$0.00
Transportation	\$10,267.87	\$10,267.87	\$0.00	\$0.00
Total	\$909,516.09	\$404,864.16	\$240,205.75	\$264,446.18
Total	\$909,516.09			

2012 Foster Care Breakdown

	Total	Social Service	Corrections	ICWA
Child Shelter	\$8,847.10	\$2,696.30	\$6,150.80	\$0.00
Treatment Foster	\$96,215.62	\$96,215.62	\$0.00	\$0.00
Child Foster Care	\$276,532.46	\$174,297.88	\$9,783.11	\$92,451.47
Rule 8 FC	\$76,095.10	\$7,061.90	\$43,317.20	\$25,716.00
Corrections	\$245,552.59	\$0.00	\$188,861.99	\$56,690.60
Electronic Monitoring	\$352.00	\$0.00	\$352.00	\$0.00
Rule 5	\$99,575.24	\$99,575.24	\$0.00	\$0.00
Respite	\$9,183.36	\$7,811.86	\$0.00	\$1,371.50
Child Care	\$0.00	\$0.00	\$0.00	\$0.00
Health Services	\$382.00	\$382.00	\$0.00	\$0.00
Transportation	\$7,187.58	\$7,187.58	\$0.00	\$0.00
Total	\$103,998.82	\$395,228.38	\$248,465.10	\$176,229.57
Total	\$819,923.05			

2013 Foster Care Breakdown Year to Date

	Total	Social Service	Corrections	ICWA
Child Shelter	\$936.00	\$0.00	\$936.00	\$0.00
Treatment Foster	\$21,647.71	\$21,647.71	\$0.00	\$0.00
Child Foster Care	\$50,397.32	\$42,577.49	\$0.00	\$7,819.83
Rule 8 FC	\$7,305.55	\$0.00	\$0.00	\$7,305.55
Corrections	\$11,889.20	\$0.00	\$6,118.20	\$5,771.00
Electronic Monitoring	\$0.00	\$0.00	\$0.00	\$0.00
Rule 5	\$7,765.80	\$0.00	\$0.00	\$7,765.80
Respite	\$309.48	\$209.48	\$0.00	\$100.00
Child Care	\$0.00	\$0.00	\$0.00	\$0.00
Health Services	\$0.00	\$0.00	\$0.00	\$0.00
Transportation	\$3,747.76	\$3,747.76	\$0.00	\$0.00
Total	\$103,998.82	\$68,182.44	\$7,054.20	\$28,762.18
Total	\$103,998.82			

AITKIN COUNTY VOLUNTEER DRIVER TRANSPORTATION

MONTH	MEDICAL TRANSPORTS COMPLETED	OTHER TRANSPORTS COMPLETED*	TRANSPORTS CANCELED OR NO SHOWS	TOTAL TRANSPORTS ARRANGED	COUNTY EXPENSE FOR MEDICAL TRANSPORTS
FEB '12	70	1	29	100	\$671.32
MARCH	58	2	20	80	\$838.15
APRIL	81	2	14	97	\$1,211.38
MAY	63	1	22	86	\$764.25
JUNE	73	0	11	84	\$1,052.56
JULY	83	2	17	102	\$1,489.61
AUG	60	2	20	82	\$744.07
SEPT	60	0	9	69	\$916.23
OCT	78	0	18	96	\$960.75
NOV	68	1	7	76	\$650.84
DEC	53	1	14	68	\$514.32
JAN '13	58	2	14	74	\$694.18
FEB '13					\$674.16

***COURT, MEDICAL W/NO TRANSPORTATION (SUCH AS MN CARE), VISITATION, ETC.**
 As of July 31, 2012 - we have 228 more rides on the books through July this year than in 2011....and beyond that too!



Minnesota Department of **Human Services**

Notice of Award

Adult Mental Health Grants
Department of Human Services
Chemical and Mental Health Services Administration
Adult Mental Health Division

Issue Date: January 31, 2013

Program: Adult Mental Health Grants
 Community Support Program (CSP)
 Project for Assistance in Transition from Homelessness (PATH)
 Adult Mental Health Initiatives (AMHI)
 Intensive Community Rehabilitative Services (ICRS)
 SSI/SSDI Outreach, Access, and Recovery (SOAR)

Notifications: Aitkin County Board Chair
 Director of Social Services

Award Period: 1/1/13 – 12/31/13

Dear Grantee:

The Adult Mental Health Division hereby awards a grant in the amount of **\$55,418**, (see Section V: Grant Award Table) to **Aitkin County** in support of the above referenced programs. This award is pursuant to the authority of Minnesota Statute sections 245.461 to 245.486 and is subject to the requirements of this statute and regulation and other referenced, incorporated, or attached terms and conditions (See Terms and Conditions, Section I).

Acceptance of this award including the “Terms and Conditions” is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

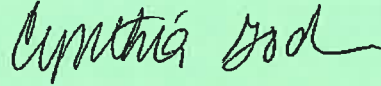
Please note that Adult Mental Health Grant awards are subject to the continued availability of state and federal funding. Additional conditions and requirements are being provided to you in the Adult Mental Health Grant award instructions in Section III.

This initial communication is being distributed by email and will be followed up with a letter sent to the County Board Chair by mail.

If you have any questions about this award, please contact:
David J. Schultz, Community Relations Supervisor, Adult Mental Health Division
651-431-2244 or dave.j.schultz@state.mn.us

Ray Truelson, Accounting Officer, Financial Management Division
651-431-3780 or ray.truelson@state.mn.us

Sincerely yours,

A handwritten signature in black ink that reads "Cynthia Godin". The signature is written in a cursive style with a long, sweeping tail on the "n" of "Godin".

Cynthia Godin, Director
Adult Mental Health Division

See additional information below

- C: County Social Services Fiscal Contact
DHS, Financial Management Division
DHS, Adult Mental Health Division

Section I: Terms and Conditions

County Responsibilities in Accepting Adult Mental Health Grant Funding

Counties/AMHIs that make significant changes to services funded through Adult Mental Health Grants approved in their CY 2012 or CY2013 grant plan must submit a written request with a revised MH-1 form and receive written approval for the changes at least 30 days before they are proposed to take effect.

A "significant change" means that the county proposes to make modifications to their local mental health services where:

- a. Services are being added or discontinued; or
- b. The total annual expenditures in any grant category (e.g. Adult Mental Health Initiative (AMHI), AMHI Regional, or AMHI Integrated Funds, Crisis, Program for Assistance in Transition from Homelessness (PATH), SSI/SSDI Outreach, Access and Recovery (SOAR), Housing with Supports, or Intensive Community Recovery Services(ICRS) is expected to vary by more than ten percent.

In accepting Adult Mental Health Grants, it is understood and agreed by the county board that any funds granted pursuant to this application are to be expended for the purposes approved by the Commissioner of Human Services and in accordance with applicable laws and rules. Further, it is understood that the budgets, expenditures and programs will be subject to periodic review by the Commissioner. The county board and provider agencies under contract to the county board will comply with programmatic and fiscal reporting requirements of the Commissioner. If the commissioner determines that a county is not meeting the requirements of Minnesota Statutes, section 245.461 to Minnesota Statutes, section 245.486, or that funds are not being used according to the approved mental health plan, all or part of the funds may be terminated, delayed, or returned upon 30 day notice to the county board in accordance with Minnesota Statute, section 245.483.

It is understood that any county contracts entered into under this agreement must be written to comply with Minnesota Statutes, section 245.466, subdivision 3, and Minnesota Statutes, sections, 256.0112. It is further understood that in assigning and compensating employees, compliance of written personnel policies with Titles VI and VII of the U.S. Civil Rights Act of 1964, the Americans with Disabilities Act, and the Minnesota Human Rights Act, Minnesota Statutes, chapter 363A will be assured.

The county board further agrees to assure compliance with the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13. If the county receives over \$100,000 of federal funds, compliance with Federal Lobbying Restrictions must be followed. The Single Audit Act also applies if the county receives over \$500,000 of federal funding (inclusive of funding from all federal agencies). Documentation of compliance will be monitored by the county board and will be available for audit inspection. We would also encourage you to review your Client Notification of the Right to Appeal to assure that it is consistent with current law.

In accepting Adult Mental Health Grants, the county board assures the following:

1. That all expenditures reported to DHS will be made after a review of the documentation

- supporting the expense to determine that the expense is allowable, including but not limited to both the type of expense and timing of the expense within the proper grant period;
2. That all expenditures are for services or for items necessary for the delivery of those services, but that any non-service expenditures are not of the type which are considered, in accordance with governmental auditing standards generally accepted in the United States of America, to be "capital" purchases;
 3. That all revenue, insurance or otherwise, received by a county board or its contracted or subcontracted providers in excess of the amount of revenue estimated in the budget, be managed according to Minnesota Rules 9535.1740, part 3;
 4. That the Initiative governance body develops written policy and procedures governing their accounting and operational procedures, or in the absence of this, formally adopt the policy and procedures of the designated fiscal host;
 5. That all services will be provided in accordance with needs identified in the individual community support plan where required by state rule or statute;
 6. That the cost per unit of service will be comparable to the cost of similar services in the same or similar local trade area;
 7. That the board will assure that no one is denied services for which they would otherwise be eligible;
 8. That Adult Mental Health Initiative projects shall be administered in a manner which is consistent with the objectives described in Minnesota Statutes, section 245.466, subdivision 2 and the planning process described in Minnesota Statutes, section 245.4661, subdivision 5.
 9. The services funded under these grants will be provided by individuals who meet the professional qualifications contained in Minnesota Statutes, sections 245.461 to Minnesota Statutes, sections 245.486.

The Adult Mental Health Initiatives are referred to the Minnesota Statutes, chapter 13D regarding compliance with the Minnesota Open Meeting Law. Initiatives need to ensure that the public is made aware of meetings and are afforded an opportunity to present their views regarding the local mental health system and the expenditure of public funds which support the mental health system. The Adult Mental Health Initiatives are encouraged to consider recommendations from local advisory councils in the region.

The Adult Mental Health Division recommends the inclusion of the tribal authorities in the development, implementation, and evaluation of all Adult Mental Health Initiative plans.

Section II: County Fiscal Reporting

Your county is required to report expenditures on the quarterly SEAGR report (DHS-2557) and on the BRASS-Based Grant Fiscal Report (DHS-2895). If your county has an approved integrated fund, expenditures are to be reported on the DHS-2895. Updated instructions for the reporting of expenditures are distributed annually in the *DHS Summarizes Mental Health Grant Fiscal Reporting Requirements* bulletin. Please consult the most recent version of the bulletin if you have questions.

Section III: Adult Mental Health Grant Award Instructions

Intensive Community Rehabilitative Services (ICRS)

The Adult Mental Health Division continues the pilot project to fund ICRS programs across the state for CY2013. ICRS teams are financed through multiple funding sources including Adult Rehabilitative Mental Health Services (ARMHS), Targeted Case Management (TCM) and state grants. It is assumed that all programs will use all local match and maximize their third party billing in order to achieve the revenue projections.

Project for Assistance in Transition from Homelessness (PATH)

Created under the McKinney Act of 1990, PATH is a federal formula grant program to the 50 States, District of Columbia, Puerto Rico, and four U.S. Territories. PATH funds are used to support service delivery to individuals who are homeless or at risk of becoming homeless and who experience serious mental illness and/or co-occurring substance use disorder. The state PATH program dollars administered through the Adult Mental Health Division provides a state match to the federal grant funds and then awards the combined funds to the local applicants. Direct PATH services are provided by a county or non-profit contracted vendor.

PATH project grantees will provide outreach, engagement, and mainstreaming services to individuals who are homeless or at risk of becoming homeless and who experience serious mental illnesses and/or co-occurring substance use disorders. Eligible PATH services are identified in the PATH Local Provider Intended Use Plan submitted to DHS.

PATH grantees and/or the provider agency must make every effort to incorporate persons who are homeless and have serious mental illnesses and any family members at the direct service and organizational level in the planning, implementation, and evaluation of PATH-funded services. PATH grantees and/or the provider agency are required to provide services that are culturally inclusive and reflective of the local PATH target population.

PATH Grantees must complete a yearly Local Provider Intended Use Plan for inclusion in the Federal PATH application. Providers are required to collect and report annual PATH data on the Homeless Management and Information System (HMIS). County grantees and/or the contracted provider are also required to participate in all scheduled PATH trainings.

County grantees that contract with a local non-profit (501 (c)(3)) provider shall submit a copy of the contract to the DHS-AMHD no later than 30 days after it is signed.

SSI/SSDI Outreach, Access, and Recovery (SOAR)

SOAR grantees will be funded through 2013 from the DHS Transition to Economic Stability, Community Living Supports Act, according to Minnesota Statutes, section 256.01, subdivision 2(f) as the agent of and cooperate with the federal government in matters of mutual concern relative to and in conformity with the provisions of Minnesota Law 1939, chapter 431, including the administration of any federal funds granted to the state to aid in the performance of any functions of the commissioner as specified in Minnesota Law 1939, chapter 431, and including the promulgation of rules making uniformly available medical care benefits to all recipients of public assistance, at such times as the federal government increases its participation in assistance expenditures for medical care to recipients of public assistance, the cost thereof to be borne in the same proportion as are grants of aid to said recipients.

SOAR grants are awarded to expand PATH projects' current capacity to provide Social Security disability benefit advocacy services. Grantees are to provide services following the federal SOAR (SSI/SSDI Outreach, Access, and Recovery) model and must meet all SOAR

requirements.

Grantees will be expected to implement their individual SOAR/PATH plans as submitted through the SOAR application process. Outcomes related to the SOAR goals will be collected using the SOAR data tracking program as determined by the Minnesota Department of Human Services. Collected outcomes may include (but are not limited to): the number of SSI/SSDI applications submitted, initial application approval rate, length of time of application, client name and Social Security numbers, and access to housing and other services. All counties receiving SOAR Grants are required to report expenditures using the DHS-9825 form and the SOAR quarterly expenditure report. The primary contact for Minnesota SOAR programs is Julia Ayers, Housing and Supports Policy Analyst, Minnesota Department of Human Services, (651) 431-3848.

CY2014 Awards and Grant Application

As part of the CY2014-15 Grant Application Plan, the AMHI will need to provide data on individuals served and services provided. More information from the Adult Mental Health Division will be provided in the next quarter.

Section IV: Mental Health Reporting:

The Mental Health Information System (MHIS) that is the secure web-based outcome reporting system is to be used for reporting client outcome information. Information about the providers who are required to report and the required information are listed on the Adult Mental Health Division Technical Assistance page <http://www.dhs.state.mn.us/MHTA>

Section V: Grant Award Table (separate document)

Initial CY'13 Awards -

**Aitkin
CY'13 Adult Mental Health Grants**

	2013 Base	Cola	Other Base Adjust	One-time Adjustments	Total CY Funding Base+COLA+Adjustments	Comments
Community Support Program						
74.ADLTMHR78CSP25.STATE (Note 1)						
Total CSP	\$55,418	\$0	\$0	\$0	\$55,418	
Path (Homeless)	\$0	\$0	\$0	\$0	\$0	
74.MHHOMELESS**30.93150 (Note 1)						
AMHI						
Adult MH Initiative - General	\$0	\$0	\$0	\$0	\$0	
Crisis Services Grant	\$0	\$0	\$0	\$0	\$0	
Housing Support Grants	\$0	\$0	\$0	\$0	\$0	
ICRS	\$0	\$0	\$0	\$0	\$0	
SOAR	\$0	\$0	\$0	\$0	\$0	
Other	\$0	\$0	\$0	\$0	\$0	
Total AMHI	\$0	\$0	\$0	\$0	\$0	
Total of all Grants	\$55,418	\$0	\$0	\$0	\$55,418	
<p>Changes indicated in bold</p> <p>General Notes:</p> <p>Note 1: An invoice field code has been provided for each grant category. This code will appear on payments made to your county.</p> <p>Fin. Mgt. contact person: Ray Tuelson - 651-431-3780; Fax: 651-431-7480; e-mail: Ray.Tuelson@state.mn.us</p>						

**AITKIN COUNTY HEALTH & HUMAN SERVICE
ADVISORY COMMITTEE MEETING MINUTES
February 6, 2013**

Committee Members Present:

Vernon Awes	Jim Carlson
Roberta Elvecrog	Mickey Gault
Kami Genz, CMCC	Renee Larson
David Leaf	Robert Lewis
Bob Marcum	Tricia Martin, ACCare
Cheryl Meld	Beverly Mensing
Michele Plagman	Jessica Seibert, HRA
Jessi Schultz, AFSCME Union Rep	
Commissioner Anne Marcotte	
Commissioner Laurie Westerlund	

Others Present:

Tom Burke, Director
 Sue Tange, Social Service Supervisor
 Julie Lueck, Clerk to this Committee
 Terri Nault, Volunteer Coordinator/Restorative Justice
 Taylor Stevenson, Executive Director/Restorative Justice

Absent:

I. Approval of Agenda

Motion by Roberta Elvecrog, seconded by Vern Awes, and carried; the vote was to approve the Agenda with the addition of Sign-Up for serving the Community Meal in McGregor on March 20, 2013.

II. Approval of Minutes of the January 9, 2013 Meeting

Motion by Bob Lewis, seconded by Cheryl Meld, and carried; the vote was to approve the January 9, 2013, minutes as mailed.

Introductions were made for the new committee members as well as the presenters.

III. Restorative Justice Presentation – Kami Genz, CMCC & Terri Nault, Volunteer Coordinator & Taylor Stevenson, Executive Director of Lakes Area Restorative Justice Project

A presentation by Terri Nault and Taylor Stevenson explaining the history and development of the project as well as the purpose of bringing not only the offender to the table, but also the victim and community members with the Project folks facilitating a resolution. They focus on exploring and strengthening the various stakeholder's positions and build accountability for kids to put a face to the crime. The project also gives the victim a voice. They are predominantly grant funded but hope to increase awareness of the project to gain donations and support from the counties. If folks are interested in becoming a volunteer facilitator, there will be training offered at the Hallett Community Center in Crosby on April 26, 27, & 28. Contact the Lakes Area Restorative Justice at 218-568-4145 or info@larjp.org.

IV. Comments:

A. Comments from the Committee Members for the Commissioners relative to HHS – Nothing noted at this time.

B. Feedback from the Board Meeting – January 22nd – Vernon Awes / Jim Carlson

1. **Vern Awes** noted that he informed them of the sub-committee reviewing the By-laws and Mission Statement.
2. **Vern Awes** also noted that Jim Carlson made an Operation Christmas presentation.
3. **Vern Awes** discussed the presentation on Temporary Assistance for Needy Families which lead to a side discussion relative to programs causing it to be easier to remain on assistance programs rather than seeking a job (a misconception). Noted we are serving the hardest to serve folks now and looking at what job service is offering versus HHS.
4. **Roberta Elvecrog** noted Arrowhead Buses was discussed noting there is no longer a route from Mora to McGregor but there is a route from McGregor to Duluth.

C. Committee Members scheduled to attend upcoming Board Meetings in 2013 -

February 26	Bob Lewis	&	Roberta Elvecrog
March 26	Bob Lewis	&	Roberta Elvecrog
April 23	Vernon Awes	&	Dave Leaf
May 28	Jessica Seibert	&	Roberta Elvecrog

V. Community Recognition

A. Great River Strings – Tabled at the January meeting for discussion relative to presentation of the Certificate of Recognition during March or April. Discussed the fact that their Board is reorganizing at this time. The group provides two concerts per year (fall and spring [April] with one in Crosby and one in Aitkin) and noted their funding is from grants (non-profit). Possibly make the presentation at the April concert in front of the folks attending and members of the orchestra

B. Jessica Seibert brought up discussion relative to the fact there is nowhere in Statute or in the By-laws for this committee to be making these presentations. Motion by Jessica Seibert, seconded by Mickey Gault, and carried, the motion was to remove the Community Recognition from the regular HHS Advisory Committee Agenda and leave the option open for recognizing an extra special Health & Human Service related award to a person/group/event.

VI. Miscellaneous Discussion

A. Community Meal – Dave Leaf

1. **Dave Leaf** discussed the concerns of folks finding the commitment to serve the community meals twice a year harder to do for this group and connecting it to the By-laws of what this group is supposed to do. Discussion and decision for further participation will be tabled until our April meeting.

2. Discussion relative to the sign-up for the Community Meal in McGregor on March 20th. Committee members signed up for preparation and serving the meal. It was decided that bars would NOT be provided by the committee members for this meal. Cheryl and Roberta will coordinate the meal menu.

B. Update from Sub-Committee/Task Force - Dave Leaf expressed his thanks for the very productive sub-committee meetings to Roberta, Laurie, Jessica, Vern, Tom, who have revised the By-Laws and Mission Statement.

1. **By-Laws** were reviewed with additional changes noted. Motion by Kami Genz, seconded by Jim Carlson, and carried, the motion was to approve the recommended changes and the additional changes noted at this meeting and finalize the document and bring back the corrected By-Laws to the April meeting. Some areas of special note:
 - a. **Task Forces/Sub-Committees** (III.3 on Page 2) – **Jessica Seibert** discussed the addition to the By-Laws of Task Forces for committee members to serve on covering the Mental Health, Public Health, Social Services, Budget, and Corrections areas. Each TF/S-C would have no more than 4 committee members serve on it, noting County Commissioners, Tom, or H&HS Staff are not on the committee, although they will be working with the TF/S-C. The membership will be reviewed at the first Committee meeting of each year. Each TF/S-C will meet as determined necessary by their members. It was recommended that committee members take some time to determine which TF/S-C they might like to serve on.
 - b. **Regular Meetings** (V.1 on Page 4) it was noted that the amount of Regular meetings might vary with at least 6 in a year which could also allow for Task Force or Sub-Committees to meet on the “off” months in order to not over-load members with meeting throughout the year.
2. **Mission Statement** was reviewed and it was noted the wording was taken directly from the Statute. Motion by Bob Lewis, seconded by Cheryl Meld, and carried, the vote was to approve and adopt the Aitkin County Health & Human Services Advisory Committee Mission Statement as written and presented today.
3. **Mentors for New Advisory Committee Members** – **Dave Leaf** discussed the idea of having mentors for each new member to the Advisory Committee.

VII. Adjourn

Motion by Commissioner Westerlund, seconded by Jessica Seibert, and carried; the vote was to adjourn the meeting at 5:02 p.m.

Dave Leaf, Chairperson

Julie Lueck, Clerk to
Aitkin County Health & Human Services Advisory Committee

The following documents were included in the packet of information sent to members for review prior to the meeting or distributed at the meeting:

- Draft copy of the Minutes of the January 9, 2013, Advisory Committee Meeting
- Draft copy of the January 22, 2013 Health & Human Services Board Meeting Minutes
- Updated HHS Advisory Committee Meeting Dates for 2013
- Updated H&HS Board Meeting Dates for 2013
- Topics for Discussion/Presentations for 2013 and Listing of Past Presentations 2008-2012
- Revised By-Laws of the Aitkin County Health & Human Services Advisory Committee
- Revised Mission Statement for the Aitkin County Health & Human Services Advisory Committee
- Information Sheet on Training to be a Volunteer Facilitator for the Lakes Areas Restorative Justice Project