

**AITKIN COUNTY HEALTH & HUMAN SERVICES
BOARD MEETING AGENDA
May 28, 2013**

- 9:05 A.M.**
- I. Attendance**
 - II. Approval of Health & Human Services Board Agenda**
 - III. Review April 23, 2013 Health & Human Service Board Minutes**
 - IV. Review Bills**
 - V. General/Miscellaneous Information**
 - A. Educational Tuition Reimbursement for Jessica Schultz – Tom Burke**
 - B. MN Choices – Tom Burke**
 - C. Building System Agreement – Tom Burke**
 - 1. Honeywell International Inc.
 - 2. Johnson Controls
 - D. Resignation from HHS Advisory Committee from Vern Awes and Appointment of Katie Nelson to fill the vacancy for District 4.**
 - VI. FYI**
 - A. Out of Home Placement Prevention – Sue Tange**
 - B. MN Sure – Eileen Foss**
 - VII. Contracts/Service Agreements**
 - A. Facilities Use Agreement between Aitkin County Health & Human Services and State of Minnesota/Minnesota State Colleges and Universities/Pine Technical College for the period July 1, 2013 through June 30, 2014.**
 - B. Home & Community Based Waiver Services Contract between the Aitkin County Board of Commissioners, acting through Health & Human Services and:**
 - 1. Aitkin County Developmental Achievement Center (DAC), McGregor
 - 2. Barnabas Healthcare Services, Inc., Brainerd
 - 3. Boyer’s Bay Adult Foster Care, Aitkin
 - 4. Chappy’s Golden Shores, Hill City
 - 5. Cuyuna Regional Medical Center dba Home Health Partnership, Crosby
 - 6. Mercy Home Health Agency dba Mercy Home Care, Moose Lake
 - 7. Northland Village Assisted Living, McGregor
 - VIII. Administrative Reports:**
 - A. Financial & Transportation Reports – Kathy Ryan, Fiscal Supervisor**
 - IX. Committee Reports from Commissioners**
 - A. H&HS Advisory Committee – Commissioners Westerlund and/or Marcotte Meeting updates from Committee Members: Jessica Seibert & Roberta Elvecrog Minutes of the May 1, 2013 meeting.**
 - B. AEOA / NEMOJT Committee Updates – Commissioner Napstad**
 - C. CJI (Children’s Justice Initiative) – Commissioner Westerlund**
 - X. Break at 9:___ a.m. for _____ minutes Next Meeting – June 25, 2013**

**AITKIN COUNTY HEALTH & HUMAN SERVICES
BOARD MEETING MINUTES
April 23, 2013**

I. Attendance

The Aitkin County Board of Commissioners met this 23rd day of April, 2013, at 9:00 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; Cynthia Bennett, Public Health Supervisor; Eileen Foss, Income Maintenance Supervisor; Julie Lueck, Clerk to the Health & Human Services Board; Bobbie Danielson, HR Manager; and guests; Roberta Elvecrog, DAC & HHS Advisory; Dave Leaf and Vernon Awes, HHS Advisory Members; Nanci Sauerbrei, Aitkin Independent Age; Janet Hatfield, Brenda Butterfield and Bill Thompson, County Employees; and Bob Harwarth & Georgia Johnson, Guests.

II. Approval of Health & Human Services Board Agenda

Motion by Commissioner Westerlund, seconded by Commissioner Napstad, and carried; the vote was to approve the agenda as presented.

III. Review March 26, 2013 Health & Human Service Board Minutes

Motion by Commissioner Westerlund, seconded by Commissioner Niemi, and carried; the vote was to approve the March 26, 2013 Health & Human Services Board Meeting Minutes as mailed/posted. Commissioner Wedel presented Eileen Foss, Income Maintenance Supervisor, with a Certificate of Appreciation for her 25 years of Service to Aitkin County.

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. Honeywell International Inc. – Building Systems Agreement – Tom Burke discussed the need for a building assessment in order to try to stabilize the building temperatures with sensors and determine where to locate controls. No action taken at this time with respect to the Building System Agreement until an additional one or two bids can be obtained.**
- B. Replacement of Social Service Supervisor position to be vacated with the Retirement of Susan Cebelinski on June 1, 2013 - Motion by Commissioner Westerlund, seconded by Commissioner Niemi, and carried; the vote was to approve and authorize the Social Service Supervisor position to be filled. (Commissioners Wedel, Westerlund, Marcotte & Niemi voted yes and Commissioner Napstad voted no).**
- C. MN Choices – Tom Burke discussed the changes occurring with the upcoming implementation of MN Choices. Tom and staff will be bringing back additional information to the next Board meeting (May 28).**

VI. Contracts/Service Agreements

- A. Service Agreement between the County of Aitkin, through its Health & Human Services Department and Woodview Support Services/Oakridge Homes for the period April 1, 2013 to December 31, 2014. Motion by Commissioner Marcotte, seconded by**

Commissioner Westerlund, and carried; the vote was to approve Service Agreement between the County of Aitkin, through its Health & Human Services Department and Woodview Support Services/Oakridge Homes for the period April 1, 2013 to December 31, 2014.

VII. Administrative Reports:

- A. Financial & Transportation Reports** – Kathy Ryan, Fiscal Supervisor, reviewed her reports.

VIII. Committee Reports from Commissioners

- A. H&HS Advisory Committee – Commissioners Westerlund and/or Marcotte**
Meeting updates from Committee Members: Vernon Awes & Dave Leaf
Minutes of the April 3, 2013 meeting. Dave Leaf noted that the sub-committee has successfully updated the By-Laws, Mission Statement, Member Position Description and has developed a budget committee, along with Task Forces for Corrections, Mental Health, Social Services, and Public Health, to have the committee more engaged with the HHS department.
- B. AEOA/NEMOJT Committee Updates-** Commissioner Napstad noted that neither committee met during this past month.
- C. CJI (Children’s Justice Initiative) –** Commissioner Westerlund did not attend this meeting but Sue Tange noted that their truancy discussion continued.

IX. Break at 10:11 a.m. for 10 minutes

Next Meeting – May 28, 2013

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 | 24,128.67 | 85,776.34 | 14,164.03 | | | |
| Federal Revenue | 109,163.73 | 267,990.87 | 208,603.25 | 86,887.78 | | | |
| Revenue From Third Party | 15,262.66 | 16,316.26 | 20,849.11 | 16,972.91 | | | |
| Misc. Revenue | 24,265.14 | 37,607.03 | 36,692.37 | 21,706.88 | 1,533.38 | | |
| Total: | 164,262.46 | 346,042.83 | 351,921.07 | 139,731.60 | 1,533.38 | - | - |
| Expenditures: | | | | | | | |
| Payments to Recipients | 126,135.91 | 91,716.55 | 126,884.17 | 151,477.53 | 94,077.87 | | |
| Salaries and Fringes | 291,797.76 | 264,109.59 | 267,870.34 | 278,239.00 | 259,501.04 | | |
| Services and Charges | 28,511.04 | 29,064.87 | 32,851.68 | 50,799.94 | 20,778.65 | | |
| Travel and Insurance | 42,436.48 | 4,344.31 | 8,021.20 | 3,555.65 | 3,288.59 | | |
| Office Supplies | 5,386.92 | 3,294.34 | 2,880.96 | 8,552.00 | 3,701.57 | | |
| Capital Outlay | - | - | - | - | 8,512.59 | | |
| Misc Expense & Pass Thru | 31,649.28 | 5,491.59 | 4,956.21 | 39,227.25 | 7,265.63 | | |
| Total: | 525,917.39 | 398,021.25 | 443,464.56 | 531,851.37 | 397,125.94 | - | - |
| Final Totals: | (361,654.93) | (51,978.42) | (91,543.49) | (392,119.77) | (395,592.56) | - | - |

Cash Balance as of 05/2012
3,480,061.99

Cash Balance as of 05/28/2013
3,543,607.82

| | 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 | 139,639.97 | 723,462.02 | 736,864.33 | 611,120.93 | 632,506.88 | 936,661.64 | 790,366.43 | 905,921.06 |
| Federal Revenue | 672,645.63 | 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 | 69,400.94 | 204,217.36 | 163,265.77 | 126,077.60 | - | - | - | - |
| Misc. Revenue | 121,804.80 | 451,663.65 | 446,320.68 | 541,300.99 | 575,677.90 | 608,372.74 | 568,060.27 | 484,763.05 |
| Total: | 1,003,491.34 | 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 | 590,292.03 | 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 | 1,361,517.73 | 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 | 162,006.18 | 397,600.22 | 271,548.15 | 305,453.93 | 295,501.81 | 327,685.72 | 271,589.87 | 281,345.91 |
| Travel and Insurance | 61,646.23 | 87,885.39 | 96,969.42 | 107,221.46 | 125,924.90 | 125,736.88 | 91,625.96 | 96,293.29 |
| Office Supplies | 23,815.79 | 33,369.33 | 61,209.60 | 56,501.21 | 52,262.98 | 79,742.17 | 63,677.05 | 65,267.30 |
| Capital Outlay | 8,512.59 | 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 | 88,589.96 | 168,640.01 | 96,521.72 | 123,123.15 | 142,355.79 | 133,526.22 | 148,157.71 | 145,866.15 |
| Total: | 2,296,380.51 | 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: | (1,292,889.17) | 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 | \$44,070.76 |
| APRIL | \$74,285.29 | \$62,865.11 | \$91,603.72 | \$79,548.43 | \$69,570.36 | \$101,195.78 | \$52,651.49 |
| MAY | \$74,048.44 | \$71,824.48 | \$74,777.50 | \$77,811.48 | \$73,398.62 | \$70,140.91 | \$49,124.55 |
| 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 | \$248,303.54 |
| 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) | (\$567,724.46) |
| | 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 | \$1,377.50 |
| Treatment Foster | \$52,722.06 |
| Child Foster Care | \$122,425.98 |
| Rule 8 FC | \$7,305.55 |
| Corrections | \$52,100.52 |
| Electronic Monitor | |
| Rule 5 | \$7,765.80 |
| Respite | \$2,158.48 |
| Child Care | \$0.00 |
| Health Services | \$110.87 |
| Transportation | <u>\$7,660.23</u> |
| Total | \$253,626.99 |

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.

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 2011 expenses.

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 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 | \$819,923.05 | \$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 | \$1,377.50 | \$0.00 | \$1,377.50 | \$0.00 |
| Treatment Foster | \$52,722.06 | \$52,722.06 | \$0.00 | \$0.00 |
| Child Foster Care | \$122,425.98 | \$111,063.75 | \$0.00 | \$11,362.23 |
| Rule 8 FC | \$7,305.55 | \$0.00 | \$0.00 | \$7,305.55 |
| Corrections | \$52,100.52 | \$0.00 | \$42,396.02 | \$9,704.50 |
| Electronic Monitoring | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Rule 5 | \$7,765.80 | \$0.00 | \$0.00 | \$7,765.80 |
| Respite | \$2,158.48 | \$2,058.48 | \$0.00 | \$100.00 |
| Child Care | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Health Services | \$110.87 | \$110.87 | \$0.00 | \$0.00 |
| Transportation | \$7,660.23 | \$7,660.23 | \$0.00 | \$0.00 |
| Total | \$253,626.99 | \$173,615.39 | \$43,773.52 | \$36,238.08 |
| Total | \$253,626.99 | | | |

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 |
|----------------|-------------------------------------|------------------------------------|----------------------------------------|----------------------------------|----------------------------------------------|
| 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 | 60 | 3 | 11 | 74 | \$674.16 |
| MARCH | 57 | 0 | 9 | 67 | \$845.36 |
| APRIL | 62 | 2 | 12 | 76 | \$844.11 |
| MAY | | | | | \$887.39 |

***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!

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> |
| 85003 Aitkin County DAC | | | | |
| 1 05- 400- 440- 0410- 6231 | | 32.31 | PAPER SHREDDING 04/01/2013 04/30/2013 | Services Or Contracts |
| 1 05- 420- 600- 4800- 6231 | | 81.83 | PAPER SHREDDING 04/01/2013 04/30/2013 | Services Or Contracts |
| 1 05- 430- 700- 4800- 6231 | | 101.21 | PAPER SHREDDING 04/01/2013 04/30/2013 | Services Or Contracts |
| 85003 Aitkin County DAC | | 215.35 | 3 Transactions | |
| 8239 Ameripride Linen & Apparel Services | | | | |
| 2 05- 400- 440- 0410- 6405 | | 4.56 | CLEANING SUPPLIES 04/02/2013 04/02/2013 | 2200363789 Supplies- Computer/Office/Meeting |
| 3 05- 400- 440- 0410- 6405 | | 4.82 | CLEANING SUPPLIES 04/30/2013 04/30/2013 | 2200374048 Supplies- Computer/Office/Meeting |
| 2 05- 420- 600- 4800- 6405 | | 11.54 | CLEANING SUPPLIES 04/02/2013 04/02/2013 | 2200363789 Supplies- Computer/Office/Meeting |
| 3 05- 420- 600- 4800- 6405 | | 12.21 | CLEANING SUPPLIES 04/30/2013 04/30/2013 | 2200374048 Supplies- Computer/Office/Meeting |
| 2 05- 430- 700- 4800- 6405 | | 14.28 | CLEANING SUPPLIES 04/02/2013 04/02/2013 | 2200363789 Supplies- Computer/Office/Meeting |
| 3 05- 430- 700- 4800- 6405 | | 15.10 | CLEANING SUPPLIES 04/30/2013 04/30/2013 | 2200374048 Supplies- Computer/Office/Meeting |
| 8239 Ameripride Linen & Apparel Services | | 62.51 | 6 Transactions | |
| 89185 Bethesda Lutheran Church Of Malmo | | | | |
| 4 05- 400- 410- 0413- 6301 | | 45.00 | WIC RENT 01/01/2013 03/31/2013 | Wic Space Rentals |
| 89185 Bethesda Lutheran Church Of Malmo | | 45.00 | 1 Transactions | |
| 11749 CREMATION SOCIETY OF MN- MPLS | | | | |
| 5 05- 420- 650- 4800- 6810 | | 1,723.00 | CO BURIAL 04/27/2013 04/27/2013 | County Burials |
| 11749 CREMATION SOCIETY OF MN- MPLS | | 1,723.00 | 1 Transactions | |
| 1181 Crow Wing Co Auditor- Treasurer | | | | |
| 6 05- 420- 640- 4800- 6270 | | 75.00 | IVD SERVICE 0011090069- 04 03/04/2013 03/04/2013 | 76288 Aitkin Co Sheriff Fees Iv- D |

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.</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> |
| 1181 Crow Wing Co Auditor- Treasurer | | 75.00 | 1 Transactions | |
| 88628 Dalco | | | | |
| 7 05-400-440-0410-6405 | | 19.37 | CLEANING SUPPLIES 04/16/2013 04/16/2013 | 2593876 Supplies- Computer/Office/Meeting |
| 8 05-400-440-0410-6405 | | 19.37 | CLEANING SUPPLIES 05/14/2013 05/14/2013 | 2604551 Supplies- Computer/Office/Meeting |
| 7 05-420-600-4800-6405 | | 49.07 | CLEANING SUPPLIES 04/16/2013 04/16/2013 | 2593876 Supplies- Computer/Office/Meeting |
| 8 05-420-600-4800-6405 | | 49.07 | CLEANING SUPPLIES 05/14/2013 05/14/2013 | 2604551 Supplies- Computer/Office/Meeting |
| 7 05-430-700-4800-6405 | | 60.70 | CLEANING SUPPLIES 04/16/2013 04/16/2013 | 2593876 Supplies- Computer/Office/Meeting |
| 8 05-430-700-4800-6405 | | 60.70 | CLEANING SUPPLIES 05/14/2013 05/14/2013 | 2604551 Supplies- Computer/Office/Meeting |
| 88628 Dalco | | 258.28 | 6 Transactions | |
| 88880 Datacomm Computers & Networks Inc | | | | |
| 9 05-400-440-0410-6625 | | 945.84 | COMPUTER WRKSTATION- C. BENNETT 05/17/2013 05/17/2013 | 6754 Furniture, Fixtures, Etc. |
| 88880 Datacomm Computers & Networks Inc | | 945.84 | 1 Transactions | |
| 89399 DCI Industries Of Gainesville Inc | | | | |
| 10 05-400-440-0410-6405 | | 27.11 | FOAMING DISINFECTANT CLEANER 04/29/2013 04/29/2013 | 40930 Supplies- Computer/Office/Meeting |
| 10 05-420-600-4800-6405 | | 68.66 | FOAMING DISINFECTANT CLEANER 04/29/2013 04/29/2013 | 40930 Supplies- Computer/Office/Meeting |
| 10 05-430-700-4800-6405 | | 84.92 | FOAMING DISINFECTANT CLEANER 04/29/2013 04/29/2013 | 40930 Supplies- Computer/Office/Meeting |
| 89399 DCI Industries Of Gainesville Inc | | 180.69 | 3 Transactions | |
| 11051 Department of Human Services | | | | |
| 19 05-420-650-4400-6025 | | 1,197.95 | MA LTC UN 65 04/01/2013 04/30/2013 | A300MM6K01I State/Fed Share - MA |
| 20 05-420-650-4400-6025 | | 5,284.08 | MA ESTATE COLLECTIONS- FED 04/01/2013 04/30/2013 | A300MM6K01I State/Fed Share - MA |
| 21 05-420-650-4400-6025 | | 2,642.03 | MA ESTATE COLLECTIONS- ST 04/01/2013 04/30/2013 | A300MM6K01I State/Fed Share - MA |

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>Invoice #</u> | <u>Account/Formula Description</u> |
|-----------------------------------|-------------------------------------|------------|------------------|-------------------------------------------------------|----------------------|------------------------------------|
| <u>No.</u> <u>Account/Formula</u> | | | | <u>Service Dates</u> | <u>Paid On Bhf #</u> | <u>On Behalf of Name</u> |
| 22 | 05-420-650-4400-6025 | | 50.00 | MA RECIPIENT INEL- FED 04/01/2013 04/30/2013 | A300MM6K01I | State/Fed Share - MA |
| 23 | 05-420-650-4400-6025 | | 25.00 | MA RECIPIENT INEL- ST 04/01/2013 04/30/2013 | A300MM6K01I | State/Fed Share - MA |
| 11 | 05-420-610-4100-6011 | | 18.75 | MAXIS AFCD RECOV PRE TANF 03/01/2013 03/31/2013 | A300MX01121I | County Share- Afdc/Mfip |
| 12 | 05-420-610-4100-6011 | | 454.25 | MAXIS MFIP RECOV TANF 03/01/2013 03/31/2013 | A300MX01121I | County Share- Afdc/Mfip |
| 13 | 05-420-610-4100-6011 | | 57.00 | MAXIS RECOV STATE 03/01/2013 03/31/2013 | A300MX01121I | County Share- Afdc/Mfip |
| 14 | 05-420-620-4100-6011 | | 25.00 | MAXIS GA RECOVERIES 03/01/2013 03/31/2013 | A300MX01121I | County Share - Ga |
| 15 | 05-420-630-4100-6011 | | 36.48 | MAXIS SNAP RECOVERIES 03/01/2013 03/31/2013 | A300MX01121I | County Share- Food Support |
| 16 | 05-420-610-4100-6011 | | 18.75 | MAXIS AFDC RECOV PRE TANF 04/01/2013 04/30/2013 | A300MX01122I | County Share- Afdc/Mfip |
| 17 | 05-420-610-4100-6011 | | 571.25 | MAXIS MFIP RECOV TANF 04/01/2013 04/30/2013 | A300MX01122I | County Share- Afdc/Mfip |
| 18 | 05-420-620-4100-6011 | | 25.00 | MAXIS GA RECOVERIES 04/01/2013 04/30/2013 | A300MX01122I | County Share - Ga |
| 11051 | Department of Human Services | | 10,405.54 | 13 Transactions | | |
| 11984 | edocument Resources LLC | | | | | |
| 24 | 05-420-600-4800-6231 | | 277.25 | EDOCS- TRAVEL EXPENSES 02/26/2013 03/21/2013 | 504300 | Services Or Contracts |
| 25 | 05-420-600-4800-6231 | | 8,637.38 | EDOCS- PROFESSIONAL SERVICES 04/01/2013 04/30/2013 | 504378 | Services Or Contracts |
| 11984 | edocument Resources LLC | | 8,914.63 | 2 Transactions | | |
| 90305 | Hemocue Inc | | | | | |
| 26 | 05-400-410-0413-6405 | | 380.48 | WIC- MED SUPPLIES 05/14/2013 05/14/2013 | 1208486 | Supplies- Computer/Office/Meeting |
| 90305 | Hemocue Inc | | 380.48 | 1 Transactions | | |
| 2141 | Hennepin Co Sheriff | | | | | |
| 27 | 05-420-640-4800-6379 | | 70.00 | IVD SERVICE 0014012426- 03 04/24/2013 04/24/2013 | 53790 | Other Iv- D Charges |

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> |
| 2141 Hennepin Co Sheriff | | 70.00 | 1 Transactions | |
| 2186 Hillyard Inc - Kansas City | | | | |
| 28 05- 400- 440- 0410- 6405 | | 54.26 | CLEANING SUPPLIES 04/17/2013 04/17/2013 | 6005655784 Supplies- Computer/Office/Meeting |
| 29 05- 400- 440- 0410- 6405 | | 10.19 | FILTER BAG LINERS 04/29/2013 04/29/2013 | 600671807 Supplies- Computer/Office/Meeting |
| 30 05- 400- 440- 0410- 6405 | | 58.69 | BATHROOM SUPPLIES 05/15/2013 05/15/2013 | 600691195 Supplies- Computer/Office/Meeting |
| 28 05- 420- 600- 4800- 6405 | | 137.48 | CLEANING SUPPLIES 04/17/2013 04/17/2013 | 6005655784 Supplies- Computer/Office/Meeting |
| 29 05- 420- 600- 4800- 6405 | | 25.81 | FILTER BAG LINERS 04/29/2013 04/29/2013 | 600671807 Supplies- Computer/Office/Meeting |
| 30 05- 420- 600- 4800- 6405 | | 148.67 | BATHROOM SUPPLIES 05/15/2013 05/15/2013 | 600691195 Supplies- Computer/Office/Meeting |
| 28 05- 430- 700- 4800- 6405 | | 170.04 | CLEANING SUPPLIES 04/17/2013 04/17/2013 | 6005655784 Supplies- Computer/Office/Meeting |
| 29 05- 430- 700- 4800- 6405 | | 31.93 | FILTER BAG LINERS 04/29/2013 04/29/2013 | 600671807 Supplies- Computer/Office/Meeting |
| 30 05- 430- 700- 4800- 6405 | | 183.88 | BATHROOM SUPPLIES 05/15/2013 05/15/2013 | 600691195 Supplies- Computer/Office/Meeting |
| 2186 Hillyard Inc - Kansas City | | 820.95 | 9 Transactions | |
| 90182 Laboratory Corp Of America Holdings | | | | |
| 31 05- 420- 640- 4800- 6397 | | 84.00 | IVD GENETIC TES 0012561595- 02 04/10/2013 04/10/2013 | 40861303 Genetic Tests Iv- D |
| 32 05- 420- 640- 4800- 6397 | | 84.00 | IVD GENETIC TEST 0014504329- 01 04/24/2013 04/24/2013 | 40952683 Genetic Tests Iv- D |
| 90182 Laboratory Corp Of America Holdings | | 168.00 | 2 Transactions | |
| 12492 LexisNexis Risk Data Management | | | | |
| 33 05- 430- 700- 4800- 6231 | | 116.00 | APRIL 2013- SERVICES 04/01/2013 04/30/2013 | 1598721- 201304 Services Or Contracts |
| 12492 LexisNexis Risk Data Management | | 116.00 | 1 Transactions | |
| 89079 McGregor Area Ambulance Service | | | | |
| 34 05- 400- 401- 0000- 6812 | | 1,365.00 | AMBULANCE RUNS- APR'13 04/01/2013 04/30/2013 | Mcgregor Area Ambulance |

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.</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> |
| 89079 | McGregor Area Ambulance Service | 1,365.00 | 1 Transactions | |
| 35 | 3146 Medical Technologies, Inc 05- 400- 400- 0402- 6231 | 27.00 | DP&C- EQUIP CALLIBRATION 04/17/2013 04/17/2013 | 1304351- IN Services Or Contracts |
| | 3146 Medical Technologies, Inc | 27.00 | 1 Transactions | |
| 36 | 89078 Mille Lacs Health System 05- 400- 401- 0000- 6814 | 60.00 | AMBULANCE SERVICE FOR APR'13 04/01/2013 04/30/2013 | Isle Ambulance/Mille Lacs Health System |
| | 89078 Mille Lacs Health System | 60.00 | 1 Transactions | |
| 37 | 89765 Minnesota Elevator, Inc 05- 400- 440- 0410- 6231 | 22.76 | ELEVATOR SERVICE- MAY'13 | 276502 Services Or Contracts |
| 37 | 05- 420- 600- 4800- 6231 | 57.67 | ELEVATOR SERVICE- MAY'13 | 276502 Services Or Contracts |
| 37 | 05- 430- 700- 4800- 6231 | 71.33 | ELEVATOR SERVICE- MAY'13 | 276502 Services Or Contracts |
| | 89765 Minnesota Elevator, Inc | 151.76 | 3 Transactions | |
| 38 | 9831 NACCHO 05- 400- 440- 0410- 6208 | 62.00 | MEMBERSHIP DUES- 2013 | Staff Development/Training |
| | 9831 NACCHO | 62.00 | 1 Transactions | |
| 39 | 89081 North Ambulance Brainerd 05- 400- 401- 0000- 6809 | 1,530.00 | AMBULANCE RUNS- APR'13 04/01/2013 04/30/2013 | No. Memorial Ambulance- Aitkin |
| | 89081 North Ambulance Brainerd | 1,530.00 | 1 Transactions | |
| 43 | 3810 Paulbeck's County Market 05- 400- 410- 0413- 6405 | 14.58 | WIC SUPPLIES 04/06/2013 04/06/2013 | 0009273744 Supplies- Computer/Office/Meeting |
| 40 | 05- 400- 440- 0410- 6405 | 2.78 | AGENCY SUPPLIES 03/26/2013 03/26/2013 | 0009273744 Supplies- Computer/Office/Meeting |
| 41 | 05- 400- 440- 0410- 6405 | 1.41 | AGENCY SUPPLIES 04/01/2013 04/01/2013 | 0009273744 Supplies- Computer/Office/Meeting |
| 42 | 05- 400- 440- 0410- 6405 | 6.04 | AGENCY SUPPLIES 04/03/2013 04/03/2013 | 0009273744 Supplies- Computer/Office/Meeting |
| 44 | 05- 400- 440- 0410- 6405 | 5.97 | AGENCY SUPPLIES 04/10/2013 04/10/2013 | 0009273744 Supplies- Computer/Office/Meeting |

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> |
| 45 05-400-450-0451-6405 | | 64.99 | SHIP- HSFO SUPPLIES 04/23/2013 04/23/2013 | 0009273744 Supplies- Computer/Office/Meeting |
| 40 05-420-600-4800-6405 | | 7.05 | AGENCY SUPPLIES 03/26/2013 03/26/2013 | 0009273744 Supplies- Computer/Office/Meeting |
| 41 05-420-600-4800-6405 | | 3.57 | AGENCY SUPPLIES 04/01/2013 04/01/2013 | 0009273744 Supplies- Computer/Office/Meeting |
| 42 05-420-600-4800-6405 | | 15.31 | AGENCY SUPPLIES 04/03/2013 04/03/2013 | 0009273744 Supplies- Computer/Office/Meeting |
| 44 05-420-600-4800-6405 | | 15.14 | AGENCY SUPPLIES 04/10/2013 04/10/2013 | 0009273744 Supplies- Computer/Office/Meeting |
| 40 05-430-700-4800-6405 | | 8.71 | AGENCY SUPPLIES 03/26/2013 03/26/2013 | 0009273744 Supplies- Computer/Office/Meeting |
| 41 05-430-700-4800-6405 | | 4.41 | AGENCY SUPPLIES 04/01/2013 04/01/2013 | 0009273744 Supplies- Computer/Office/Meeting |
| 42 05-430-700-4800-6405 | | 18.94 | AGENCY SUPPLIES 04/03/2013 04/03/2013 | 0009273744 Supplies- Computer/Office/Meeting |
| 44 05-430-700-4800-6405 | | 18.72 | AGENCY SUPPLIES 04/10/2013 04/10/2013 | 0009273744 Supplies- Computer/Office/Meeting |
| 3810 Paulbeck's County Market | | 187.62 | 14 Transactions | |
| 89327 Postmaster- Aitkin | | | | |
| 46 05-400-440-0410-6405 | | 69.00 | STAMPS- AGENCY(10 ROLLS) | Supplies- Computer/Office/Meeting |
| 46 05-420-600-4800-6405 | | 174.80 | STAMPS- AGENCY(10 ROLLS) | Supplies- Computer/Office/Meeting |
| 46 05-430-700-4800-6405 | | 216.20 | STAMPS- AGENCY(10 ROLLS) | Supplies- Computer/Office/Meeting |
| 89327 Postmaster- Aitkin | | 460.00 | 3 Transactions | |
| 84172 Riverwood Healthcare Center | | | | |
| 47 05-400-430-0407-6262 | | 76.50 | FAM PLAN- PAP SMEAR 04/12/2013 04/12/2013 | Family Planning Approp |
| 84172 Riverwood Healthcare Center | | 76.50 | 1 Transactions | |
| 5774 Riverwood Healthcare Clinic | | | | |
| 48 05-400-430-0407-6262 | | 198.90 | FAM PLAN- PREVENTIVE VISIT 04/12/2013 04/12/2013 | Family Planning Approp |
| 5774 Riverwood Healthcare Clinic | | 198.90 | 1 Transactions | |
| 4233 S & T Office Products Inc | | | | |
| 49 05-400-440-0410-6405 | | 3.63 | OFFICE SUPPLIES | 01PT2094 Supplies- Computer/Office/Meeting |

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> |
| 50 05-400-440-0410-6405 | | 10.60 | 04/17/2013 04/17/2013 OFFICE SUPPLIES | 01PT2666 Supplies- Computer/Office/Meeting |
| 51 05-400-440-0410-6405 | | 1.88 | 04/18/2013 04/18/2013 OFFICE SUPPLIES | 01PT3606 Supplies- Computer/Office/Meeting |
| 52 05-400-450-0451-6405 | | 18.79 | 04/19/2013 04/19/2013 SHIP- HSFO LABELS | 01PT3606 Supplies- Computer/Office/Meeting |
| 53 05-400-440-0410-6405 | | 3.86 | 04/19/2013 04/19/2013 OFFICE SUPPLIES | 01PT5171 Supplies- Computer/Office/Meeting |
| 54 05-400-440-0410-6405 | | 19.45 | 04/24/2013 04/24/2013 OFFICE SUPPLIES | 01PT6206 Supplies- Computer/Office/Meeting |
| 55 05-400-440-0410-6405 | | 33.43 | 04/26/2013 04/26/2013 OFFICE SUPPLIES | 01PT9098 Supplies- Computer/Office/Meeting |
| 56 05-400-440-0410-6405 | | 5.81 | 05/03/2013 05/03/2013 OFFICE SUPPLIES | 01PT9577 Supplies- Computer/Office/Meeting |
| 60 05-400-400-0402-6405 | | 12.81 | 05/06/2013 05/06/2013 EP- BUSINESS CARDSTOCK | 01PU1384 Supplies- Computer/Office/Meeting |
| 59 05-400-440-0410-6405 | | 10.21 | 05/09/2013 05/09/2013 OFFICE SUPPLIES | 01PU1384 Supplies- Computer/Office/Meeting |
| 57 05-400-440-0410-6405 | | 10.06 | 05/09/2013 05/09/2013 OFFICE SUPPLIES | 01PU1443 Supplies- Computer/Office/Meeting |
| 58 05-400-440-0410-6405 | | 5.21 | 05/09/2013 05/09/2013 OFFICE SUPPLIES | 01PU1504 Supplies- Computer/Office/Meeting |
| 61 05-400-440-0410-6405 | | 2.51 | 05/09/2013 05/09/2013 OFFICE SUPPLIES | 01PU2390 Supplies- Computer/Office/Meeting |
| 62 05-400-440-0410-6405 | | 1.88 | 05/13/2013 05/13/2013 RETURN OFFICE SUPPLIES | 01PU3826 Supplies- Computer/Office/Meeting |
| 63 05-400-440-0410-6405 | | 3.76 | 05/15/2013 05/15/2013 OFFICE SUPPLIES | 01PU4633 Supplies- Computer/Office/Meeting |
| 64 05-400-440-0410-6405 | | 0.94 | 05/17/2013 05/17/2013 OFFICE SUPPLIES | 01PU4808 Supplies- Computer/Office/Meeting |
| 49 05-420-600-4800-6405 | | 9.19 | 05/17/2013 05/17/2013 OFFICE SUPPLIES | 01PT2094 Supplies- Computer/Office/Meeting |
| 50 05-420-600-4800-6405 | | 26.85 | 04/17/2013 04/17/2013 OFFICE SUPPLIES | 01PT2666 Supplies- Computer/Office/Meeting |
| 51 05-420-600-4800-6405 | | 4.76 | 04/18/2013 04/18/2013 OFFICE SUPPLIES | 01PT3606 Supplies- Computer/Office/Meeting |
| 53 05-420-600-4800-6405 | | 9.75 | 04/19/2013 04/19/2013 OFFICE SUPPLIES | 01PT5171 Supplies- Computer/Office/Meeting |
| | | | 04/24/2013 04/24/2013 | |

Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

| Vendor No. | Name Account/Formula | Rpt Accr | Amount | Warrant Description | | Invoice # | Account/Formula Description | |
|------------|--------------------------|----------|--------|------------------------|-----------------------|-----------|-----------------------------------|--|
| | | | | Service Dates | Paid On Bhf # | | On Behalf of Name | |
| 54 | 05- 420- 600- 4800- 6405 | | 49.27 | OFFICE SUPPLIES | 04/26/2013 04/26/2013 | 01PT6206 | Supplies- Computer/Office/Meeting | |
| 55 | 05- 420- 600- 4800- 6405 | | 84.68 | OFFICE SUPPLIES | 05/03/2013 05/03/2013 | 01PT9098 | Supplies- Computer/Office/Meeting | |
| 56 | 05- 420- 600- 4800- 6405 | | 14.70 | OFFICE SUPPLIES | 05/06/2013 05/06/2013 | 01PT9577 | Supplies- Computer/Office/Meeting | |
| 59 | 05- 420- 600- 4800- 6405 | | 25.87 | OFFICE SUPPLIES | 05/09/2013 05/09/2013 | 01PU1384 | Supplies- Computer/Office/Meeting | |
| 57 | 05- 420- 600- 4800- 6405 | | 25.49 | OFFICE SUPPLIES | 05/09/2013 05/09/2013 | 01PU1443 | Supplies- Computer/Office/Meeting | |
| 58 | 05- 420- 600- 4800- 6405 | | 13.17 | OFFICE SUPPLIES | 05/09/2013 05/09/2013 | 01PU1504 | Supplies- Computer/Office/Meeting | |
| 61 | 05- 420- 600- 4800- 6405 | | 6.37 | OFFICE SUPPLIES | 05/13/2013 05/13/2013 | 01PU2390 | Supplies- Computer/Office/Meeting | |
| 62 | 05- 420- 600- 4800- 6405 | | 4.76 | RETURN OFFICE SUPPLIES | 05/15/2013 05/15/2013 | 01PU3826 | Supplies- Computer/Office/Meeting | |
| 63 | 05- 420- 600- 4800- 6405 | | 9.52 | OFFICE SUPPLIES | 05/17/2013 05/17/2013 | 01PU4633 | Supplies- Computer/Office/Meeting | |
| 64 | 05- 420- 600- 4800- 6405 | | 2.38 | OFFICE SUPPLIES | 05/17/2013 05/17/2013 | 01PU4808 | Supplies- Computer/Office/Meeting | |
| 49 | 05- 430- 700- 4800- 6405 | | 11.37 | OFFICE SUPPLIES | 04/17/2013 04/17/2013 | 01PT2094 | Supplies- Computer/Office/Meeting | |
| 50 | 05- 430- 700- 4800- 6405 | | 33.21 | OFFICE SUPPLIES | 04/18/2013 04/18/2013 | 01PT2666 | Supplies- Computer/Office/Meeting | |
| 51 | 05- 430- 700- 4800- 6405 | | 5.88 | OFFICE SUPPLIES | 04/19/2013 04/19/2013 | 01PT3606 | Supplies- Computer/Office/Meeting | |
| 53 | 05- 430- 700- 4800- 6405 | | 12.06 | OFFICE SUPPLIES | 04/24/2013 04/24/2013 | 01PT5171 | Supplies- Computer/Office/Meeting | |
| 54 | 05- 430- 700- 4800- 6405 | | 60.94 | OFFICE SUPPLIES | 04/26/2013 04/26/2013 | 01PT6206 | Supplies- Computer/Office/Meeting | |
| 55 | 05- 430- 700- 4800- 6405 | | 104.73 | OFFICE SUPPLIES | 05/03/2013 05/03/2013 | 01PT9098 | Supplies- Computer/Office/Meeting | |
| 56 | 05- 430- 700- 4800- 6405 | | 18.18 | OFFICE SUPPLIES | 05/06/2013 05/06/2013 | 01PT9577 | Supplies- Computer/Office/Meeting | |
| 59 | 05- 430- 700- 4800- 6405 | | 32.00 | OFFICE SUPPLIES | 05/09/2013 05/09/2013 | 01PU1384 | Supplies- Computer/Office/Meeting | |
| 57 | 05- 430- 700- 4800- 6405 | | 31.52 | OFFICE SUPPLIES | 05/09/2013 05/09/2013 | 01PU1443 | Supplies- Computer/Office/Meeting | |
| 58 | 05- 430- 700- 4800- 6405 | | 16.29 | OFFICE SUPPLIES | 05/09/2013 05/09/2013 | 01PU1504 | Supplies- Computer/Office/Meeting | |

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- 700- 4800- 6405 | 7.87 | 05/09/2013 05/09/2013 OFFICE SUPPLIES | 01PU2390 Supplies- Computer/Office/Meeting |
| 62 | 05- 430- 700- 4800- 6405 | 5.89 | 05/13/2013 05/13/2013 RETURN OFFICE SUPPLIES | 01PU3826 Supplies- Computer/Office/Meeting |
| 63 | 05- 430- 700- 4800- 6405 | 11.77 | 05/15/2013 05/15/2013 OFFICE SUPPLIES | 01PU4633 Supplies- Computer/Office/Meeting |
| 64 | 05- 430- 700- 4800- 6405 | 2.94 | 05/17/2013 05/17/2013 OFFICE SUPPLIES | 01PU4808 Supplies- Computer/Office/Meeting |
| 4233 | S & T Office Products Inc | 761.18 | 05/17/2013 05/17/2013 44 Transactions | |
| 86177 | Sheriff Aitkin County | | | |
| 74 | 05- 420- 600- 4800- 6265 | 120.35 | FRAUD- JAN- MAR'13 | Sheriff - Fraud Investigation |
| 66 | 05- 420- 640- 4800- 6270 | 50.00 | 01/01/2013 03/31/2013 IVD SERVICE 0011106187- 02 | 2167 Aitkin Co Sheriff Fees Iv- D |
| 65 | 05- 420- 640- 4800- 6270 | 50.00 | 02/14/2013 02/14/2013 IVD SERVICE 0014947999- 02 | 2238 Aitkin Co Sheriff Fees Iv- D |
| 68 | 05- 420- 610- 4800- 6800 | 50.00 | 04/19/2013 04/19/2013 MFIP OVERPAYMENT NOTICES | 2250 Program Expenses- Direct Charge |
| 69 | 05- 420- 610- 4800- 6800 | 50.00 | 05/02/2013 05/02/2013 MFIP OVERPAYMENT NOTICES | 2251 Program Expenses- Direct Charge |
| 67 | 05- 420- 640- 4800- 6270 | 50.00 | 05/02/2013 05/02/2013 IVD SERVICE 0015302371- 02 | 2252 Aitkin Co Sheriff Fees Iv- D |
| 71 | 05- 420- 640- 4800- 6270 | 50.00 | 05/02/2013 05/02/2013 IVD SERVICE 0015270458- 01 | 2260 Aitkin Co Sheriff Fees Iv- D |
| 72 | 05- 420- 640- 4800- 6270 | 50.00 | 05/14/2013 05/14/2013 IVD SERVICE 0011001899- 03 | 2260 Aitkin Co Sheriff Fees Iv- D |
| 73 | 05- 420- 640- 4800- 6270 | 50.00 | 05/14/2013 05/14/2013 IVD SERVICE 0015282749- 02 | 2265 Aitkin Co Sheriff Fees Iv- D |
| 70 | 05- 430- 730- 4800- 6800 | 50.00 | 05/22/2013 05/22/2013 RR DETOX | 2249 Other Cd/Detox Fees |
| 86177 | Sheriff Aitkin County | 570.35 | 05/02/2013 05/02/2013 10 Transactions | |
| 12564 | Shopko Hometown Pharmacy #735 | | | |
| 75 | 05- 400- 400- 0402- 6401 | 37.47 | 04/04/2013 04/04/2013 DP&C- EPINEPHRINE | 61882 Vaccine Cost |

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.</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> |
| 12564 Shopko Hometown Pharmacy #735 | | 37.47 | 1 Transactions | |
| 11388 Southern Computer Warehouse | | | | |
| 76 05- 420- 600- 4800- 6405 | | 7.67 | NUMERIC KEYPAD- OSS- EDOCS | IN- 000095456 Supplies- Computer/Office/Meeting |
| 11388 Southern Computer Warehouse | | 7.67 | 1 Transactions | |
| 88859 Spee*Dee- St Cloud | | | | |
| 77 05- 420- 600- 4800- 6231 | | 216.42 | IM SERVICE | 2384309 Services Or Contracts |
| | | | 04/01/2013 04/27/2013 | |
| 88859 Spee*Dee- St Cloud | | 216.42 | 1 Transactions | |
| 90805 Temco | | | | |
| 78 05- 400- 440- 0410- 6231 | | 3.00 | CHAIR REPAIR | 15713 Services Or Contracts |
| | | | 05/10/2013 05/10/2013 | |
| 78 05- 420- 600- 4800- 6231 | | 7.60 | CHAIR REPAIR | 15713 Services Or Contracts |
| | | | 05/10/2013 05/10/2013 | |
| 78 05- 430- 700- 4800- 6231 | | 9.40 | CHAIR REPAIR | 15713 Services Or Contracts |
| | | | 05/10/2013 05/10/2013 | |
| 90805 Temco | | 20.00 | 3 Transactions | |
| 86235 The Office Shop Inc | | | | |
| 80 05- 400- 440- 0410- 6231 | | 78.46 | OSS- COPIER CONTRACT IRC5035 | 265192- 0 Services Or Contracts |
| | | | 04/29/2013 04/29/2013 | |
| 79 05- 400- 440- 0410- 6405 | | 33.88 | OSS- FAX MACHINE TONER HO FX- 8 | 933954- 0 Supplies- Computer/Office/Meeting |
| | | | 04/01/2013 04/01/2013 | |
| 80 05- 420- 600- 4800- 6231 | | 198.74 | OSS- COPIER CONTRACT IRC5035 | 265192- 0 Services Or Contracts |
| | | | 04/29/2013 04/29/2013 | |
| 79 05- 420- 600- 4800- 6405 | | 85.85 | OSS- FAX MACHINE TONER HO FX- 8 | 933954- 0 Supplies- Computer/Office/Meeting |
| | | | 04/01/2013 04/01/2013 | |
| 80 05- 430- 700- 4800- 6231 | | 245.81 | OSS- COPIER CONTRACT IRC5035 | 265192- 0 Services Or Contracts |
| | | | 04/29/2013 04/29/2013 | |
| 79 05- 430- 700- 4800- 6405 | | 106.18 | OSS- FAX MACHINE TONER HO FX- 8 | 933954- 0 Supplies- Computer/Office/Meeting |
| | | | 04/01/2013 04/01/2013 | |
| 86235 The Office Shop Inc | | 748.92 | 6 Transactions | |
| 11607 Thrifty White Pharmacy- Aitkin | | | | |
| 82 05- 400- 430- 0407- 6262 | | 73.98 | FAM PLAN- BIRTH CTRL | Family Planning Approp |
| | | | 04/10/2013 04/12/2013 | |

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.</u> | <u>Account/Formula</u> | <u>Accr</u> | <u>Amount</u> | <u>Service Dates</u> | <u>Paid On Bhf # On Behalf of Name</u> |
| 83 | 05- 400- 430- 0407- 6262 | | 20.99 | FAM PLAN- BIRTH CTRL 04/09/2013 04/09/2013 | Family Planning Approp |
| 81 | 05- 400- 440- 0410- 6405 | | 2.58 | AGENCY SUPPLIES 04/16/2013 04/16/2013 | Supplies- Computer/Office/Meeting |
| 81 | 05- 420- 600- 4800- 6405 | | 6.56 | AGENCY SUPPLIES 04/16/2013 04/16/2013 | Supplies- Computer/Office/Meeting |
| 81 | 05- 430- 700- 4800- 6405 | | 8.11 | AGENCY SUPPLIES 04/16/2013 04/16/2013 | Supplies- Computer/Office/Meeting |
| 11607 | Thrifty White Pharmacy- Aitkin | | 112.22 | 5 Transactions | |
| 10930 | Tidholm Productions | | | | |
| 84 | 05- 400- 440- 0410- 6405 | | 85.49 | BUSINESS CARDS(SD) 05/04/2013 05/04/2013 | Supplies- Computer/Office/Meeting |
| 85 | 05- 430- 700- 4800- 6405 | | 149.52 | CBS BUSINESS CARDS(BC) 05/06/2013 05/06/2013 | Supplies- Computer/Office/Meeting |
| 10930 | Tidholm Productions | | 235.01 | 2 Transactions | |
| 5174 | Voss Lighting | | | | |
| 86 | 05- 400- 440- 0410- 6405 | | 3.02 | LEAD ACID BATTERY 04/17/2013 04/17/2013 | Supplies- Computer/Office/Meeting |
| 86 | 05- 420- 600- 4800- 6405 | | 7.66 | LEAD ACID BATTERY 04/17/2013 04/17/2013 | Supplies- Computer/Office/Meeting |
| 86 | 05- 430- 700- 4800- 6405 | | 9.47 | LEAD ACID BATTERY 04/17/2013 04/17/2013 | Supplies- Computer/Office/Meeting |
| 5174 | Voss Lighting | | 20.15 | 3 Transactions | |
| Final Total | | | 31,229.44 | 35 Vendors | 154 Transactions |

Aitkin County

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



| <u>Recap by Fund</u> | <u>Fund</u> | <u>AMOUNT</u> | <u>Name</u> |
|----------------------|-------------|---------------|-------------------------|
| | 5 | 31,229.44 | Health & Human Services |
| All Funds | | 31,229.44 | Total |

Approved by,

.....

.....

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> |
| 30 6094 AADA 05- 430- 710- 3190- 6020 | | | 360.00 | Supervised visits- Court- relate | 04/04/2013 04/25/2013 | | Court Related Services & Activities |
| 56 6094 AADA 05- 430- 710- 3190- 6020 | | | 135.00 | Supervised visit/phone contact | 04/10/2013 04/24/2013 | | Court Related Services & Activities |
| 6094 AADA | | | 495.00 | 2 Transactions | | | |
| 52 88284 AITKIN CO RECORDER 05- 430- 710- 3930- 6020 | | | 52.00 | Transfer of Custody- certified | 05/06/2013 05/06/2013 | | General Case Management |
| 88284 AITKIN CO RECORDER | | | 52.00 | 1 Transactions | | | |
| 65 86222 AITKIN INDEPENDENT AGE 05- 430- 720- 3020- 6069 | | | 60.00 | Child Care Advertising - Commu | 04/17/2013 04/20/2013 | | Community Ed & Prevent/Advertising |
| 86222 AITKIN INDEPENDENT AGE | | | 60.00 | 1 Transactions | | | |
| 35 8125 BACKSTROM/MARILYN 05- 430- 750- 3950- 6020 | | | 52.50 | Public guardianship | 03/01/2013 04/30/2013 | | Public Guardianship Dd |
| 42 8125 BACKSTROM/MARILYN 05- 430- 750- 3950- 6020 | | | 8.75 | Public guardianship | 03/01/2013 04/30/2013 | | Public Guardianship Dd |
| 8125 BACKSTROM/MARILYN | | | 61.25 | 2 Transactions | | | |
| 41 9791 BIEGANEK/JOAN M 05- 430- 760- 3950- 6020 | | | 105.00 | Guardianship/Conservator Activ | 04/01/2013 04/30/2013 | | Guardianship/Conservatorship |
| 9791 BIEGANEK/JOAN M | | | 105.00 | 1 Transactions | | | |
| 6 12505 BLEGEN/DARLA 05- 430- 740- 3890- 6020 | | | 100.00 | Child respite care | 04/19/2013 04/21/2013 | | Child Mh Respite |
| 12505 BLEGEN/DARLA | | | 100.00 | 1 Transactions | | | |
| 16 87866 Catholic Charities- Diocese Of St Cloud 05- 430- 745- 3085- 6020 | | | 167.28 | Interview & testing - Adult ou | 04/30/2013 04/30/2013 | | Adult Outpat Diagnostic Assess/Psyc |
| 17 87866 Catholic Charities- Diocese Of St Cloud 05- 430- 745- 3085- 6020 | | | 675.00 | Interview & testing - Adult ou | | | Adult Outpat Diagnostic Assess/Psyc |

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.</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> |
| 20 | 05- 430- 745- 3085- 6020 | 2,100.00 | 04/30/2013 04/30/2013 | Adult outpatient diagnostic as Adult Outpat Diagnostic Assess/Psyc |
| 60 | 05- 430- 745- 3085- 6020 | 205.88 | 03/29/2013 04/18/2013 | Interview & testing - Adult ou Adult Outpat Diagnostic Assess/Psyc |
| 61 | 05- 430- 745- 3085- 6020 | 900.00 | 03/29/2013 03/29/2013 | Interview & testing - Adult ou Adult Outpat Diagnostic Assess/Psyc |
| 87866 | Catholic Charities- Diocese Of St Cloud | 4,048.16 | 03/29/2013 04/30/2013 | 5 Transactions |
| 9020 | CENTRAL LAKES DRUG TESTING | | | |
| 37 | 05- 430- 710- 3180- 6020 | 98.00 | 04/22/2013 04/22/2013 | Drug testing - Health- related Health- Related Services |
| 10 | 05- 430- 710- 3190- 6020 | 100.00 | 04/22/2013 04/22/2013 | Drug testing- Court- related ser Court Related Services & Activities |
| 11 | 05- 430- 710- 3190- 6020 | 80.00 | 05/13/2013 05/17/2013 | Drug testing- Court- related ser Court Related Services & Activities |
| 12 | 05- 430- 710- 3190- 6020 | 80.00 | 05/06/2013 05/09/2013 | Drug testing- Court- related ser Court Related Services & Activities |
| 13 | 05- 430- 710- 3190- 6020 | 20.00 | 04/29/2013 05/03/2013 | Drug testing- Court- related ser Court Related Services & Activities |
| 14 | 05- 430- 710- 3190- 6020 | 80.00 | 04/29/2013 04/29/2013 | Drug testing- Court- related ser Court Related Services & Activities |
| 15 | 05- 430- 710- 3190- 6020 | 120.00 | 04/23/2013 04/26/2013 | Drug testing- Court- related ser Court Related Services & Activities |
| 36 | 05- 430- 710- 3190- 6020 | 98.00 | 04/15/2013 04/19/2013 | Drug testing - Court- related s Court Related Services & Activities |
| 9020 | CENTRAL LAKES DRUG TESTING | 676.00 | 04/22/2013 04/22/2013 | 8 Transactions |
| 87882 | Central MN Mental Health Ctr | | | |
| 64 | 05- 430- 730- 3710- 6080 | 975.00 | 04/13/2013 04/15/2013 | Detoxification (Category I) Detoxification - Other |
| 87882 | Central MN Mental Health Ctr | 975.00 | | 1 Transactions |
| 12191 | COOPER/SHIRLIE | | | |
| 53 | 05- 430- 710- 3820- 6040 | 87.00 | 05/01/2013 05/31/2013 | Relative custody assistance Relative Custody Assistance |
| 54 | 05- 430- 710- 3820- 6040 | 150.00 | 05/01/2013 05/31/2013 | Relative custody assistance Relative Custody Assistance |

SLM1
 5/24/13 10:17AM
 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.</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> |
| 12191 COOPER/SHIRLIE | | 237.00 | 2 Transactions | |
| 11051 Department of Human Services | | | | |
| 62 05- 430- 720- 3110- 6069 | | 361.42 | BSFE County Match 04/01/2013 04/30/2013 | Bsf Child Care |
| 63 05- 430- 730- 3590- 6072 | | 3,274.94 | CCDTF Maintenance of Effort 03/01/2013 03/31/2013 | Ccdtf County % State Billings |
| 11051 Department of Human Services | | 3,636.36 | 2 Transactions | |
| 12566 DEVELOPMENTAL DIAGNOSTICS, LLC | | | | |
| 5 05- 430- 740- 3050- 6020 | | 750.00 | Child outpatient diagnostic as 04/09/2013 04/09/2013 | Child Outpat Assess/Psyc. Testing |
| 12566 DEVELOPMENTAL DIAGNOSTICS, LLC | | 750.00 | 1 Transactions | |
| 9220 DHS- MSOP | | | | |
| 8 05- 430- 745- 3721- 6081 | | 978.00 | State- operated inpatient 04/01/2013 04/30/2013 | Commitment Costs - Poor Relief |
| 23 05- 430- 745- 3721- 6081 | | 978.00 | State- operated inpatient 04/01/2013 04/30/2013 | Commitment Costs - Poor Relief |
| 51 05- 430- 745- 3721- 6081 | | 2,445.00 | State- operated inpatient 04/01/2013 04/30/2013 | Commitment Costs - Poor Relief |
| 9220 DHS- MSOP | | 4,401.00 | 3 Transactions | |
| 89965 DHS- ST PETER- SEE LIST | | | | |
| 25 05- 430- 745- 3721- 6081 | | 1,659.00 | State- operated inpatient 04/01/2013 04/30/2013 | Commitment Costs - Poor Relief |
| 89965 DHS- ST PETER- SEE LIST | | 1,659.00 | 1 Transactions | |
| 91345 ELVECROG/ROBERTA C | | | | |
| 19 05- 430- 750- 3950- 6020 | | 105.00 | Public guardianship 03/01/2013 04/30/2013 | Public Guardianship Dd |
| 22 05- 430- 750- 3950- 6020 | | 70.00 | Public guardianship 03/01/2013 04/30/2013 | Public Guardianship Dd |
| 24 05- 430- 750- 3950- 6020 | | 210.00 | Public guardianship 03/01/2013 04/30/2013 | Public Guardianship Dd |
| 91345 ELVECROG/ROBERTA C | | 385.00 | 3 Transactions | |
| 12563 FRIENDSHIP VENTURES | | | | |

SLM1
 5/24/13 10:17AM
 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.</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> |
| 44 05- 430- 750- 3350- 6020 | | 1,500.00 | Camp - Family support program 07/14/2013 07/19/2013 | Family Support Program |
| 12563 FRIENDSHIP VENTURES | | 1,500.00 | 1 Transactions | |
| 10030 GORDON/DOROTHY | | | | |
| 45 05- 430- 710- 3820- 6040 | | 87.00 | Relative custody assistance 05/01/2013 05/31/2013 | Relative Custody Assistance |
| 10030 GORDON/DOROTHY | | 87.00 | 1 Transactions | |
| 12288 HERRICK/TERRY | | | | |
| 33 05- 430- 740- 3890- 6020 | | 50.00 | Child respite care 02/05/2013 02/26/2013 | Child Mh Respite |
| 34 05- 430- 740- 3890- 6020 | | 50.00 | Child respite care 01/08/2013 01/30/2013 | Child Mh Respite |
| 12288 HERRICK/TERRY | | 100.00 | 2 Transactions | |
| 11589 Lutheran Social Service of MN- Mankato | | | | |
| 2 05- 430- 750- 3950- 6020 | | 159.89 | Public guardianship 04/08/2013 04/30/2013 | Public Guardianship Dd |
| 11589 Lutheran Social Service of MN- Mankato | | 159.89 | 1 Transactions | |
| 11072 Lutheran Social Service Of Mn- St Paul | | | | |
| 27 05- 430- 760- 3950- 6020 | | 126.07 | Guardianship/conservatorship 04/04/2013 04/30/2013 | Guardianship/Conservatorship |
| 28 05- 430- 760- 3950- 6020 | | 137.09 | Guardianship/conservatorship 03/01/2013 03/28/2013 | Guardianship/Conservatorship |
| 29 05- 430- 760- 3950- 6020 | | 159.13 | Guardianship/conservatorship 02/04/2013 02/28/2013 | Guardianship/Conservatorship |
| 11072 Lutheran Social Service Of Mn- St Paul | | 422.29 | 3 Transactions | |
| 86058 Martin/Patricia | | | | |
| 40 05- 430- 760- 3950- 6020 | | 105.00 | Guardianship/conservatorship 04/01/2013 04/30/2013 | Guardianship/Conservatorship |
| 86058 Martin/Patricia | | 105.00 | 1 Transactions | |
| 91221 McCormick/John | | | | |
| 26 05- 430- 710- 3820- 6040 | | 192.26 | Relative custody assistance 05/01/2013 05/31/2013 | Relative Custody Assistance |

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.</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> |
| 91221 McCormick/John | | 192.26 | 1 Transactions | |
| 10870 MEDIATION- CONSULTING | | | | |
| 39 05- 430- 710- 3661- 6020 | | 575.00 | PPP- Family group decision maki | Triple P Activity |
| | | | 04/02/2013 04/02/2013 | |
| 10870 MEDIATION- CONSULTING | | 575.00 | 1 Transactions | |
| 10593 Morrison/Debra | | | | |
| 49 05- 430- 710- 3820- 6040 | | 64.29 | Relative custody assistance | Relative Custody Assistance |
| | | | 05/01/2013 05/31/2013 | |
| 50 05- 430- 710- 3820- 6040 | | 64.29 | Relative custody assistance | Relative Custody Assistance |
| | | | 05/01/2013 05/31/2013 | |
| 10593 Morrison/Debra | | 128.58 | 2 Transactions | |
| 10977 NORTHERN PSYCHIATRIC ASSOCIATES | | | | |
| 57 05- 430- 740- 3050- 6020 | | 376.07 | Child outpatient diagnostic as | Child Outpat Assess/Psyc. Testing |
| | | | 04/12/2013 04/12/2013 | |
| 70 05- 430- 740- 3900- 6020 | | 180.00 | Clinical supervision- Child Rul | Child Rule 79 Case Mgmt |
| | | | 04/05/2013 04/05/2013 | |
| 4 05- 430- 745- 3085- 6020 | | 376.07 | Adult outpatient diagnostic as | Adult Outpat Diagnostic Assess/Psyc |
| | | | 04/12/2013 04/12/2013 | |
| 71 05- 430- 745- 3340- 6071 | | 180.00 | linical supervision- CSP 25% | Pyschosocial Rehab/Ind Living Skills Csp |
| | | | 04/05/2013 04/05/2013 | |
| 69 05- 430- 745- 3910- 6020 | | 360.00 | Clinical supervision- Adult Rul | Adult Rule 79 Case Mgmt |
| | | | 04/05/2013 04/05/2013 | |
| 10977 NORTHERN PSYCHIATRIC ASSOCIATES | | 1,472.14 | 5 Transactions | |
| 90748 OAKRIDGE HOMES SILS | | | | |
| 21 05- 430- 750- 3340- 6073 | | 535.50 | Semi- Independent Living Servic | Semi- Independent Living Serv (Sils) |
| | | | 04/01/2013 04/30/2013 | |
| 46 05- 430- 750- 3340- 6073 | | 489.18 | Semi- Independent Living Servic | Semi- Independent Living Serv (Sils) |
| | | | 04/01/2013 04/30/2013 | |
| 43 05- 430- 750- 3350- 6020 | | 142.02 | Family support program | Family Support Program |
| | | | 04/01/2013 04/30/2013 | |
| 90748 OAKRIDGE HOMES SILS | | 1,166.70 | 3 Transactions | |
| 89879 OCCUPATIONAL DEVELOPMENT CENTER | | | | |
| 48 05- 430- 745- 3160- 6050 | | 123.25 | Transportation for employment | Adult Transportation |

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.</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> |
| 47 | 05- 430- 760- 3370- 6050 | 270.00 | 04/01/2013 04/30/2013 | Employability - Txx |
| 89879 | OCCUPATIONAL DEVELOPMENT CENTER | 393.25 | 04/01/2013 04/30/2013 | Employability - Txx |
| | | | 2 Transactions | |
| 3810 | PAULBECK'S COUNTY MARKET | | | |
| 38 | 05- 430- 710- 3661- 6020 | 49.59 | 04/02/2013 04/02/2013 | Triple P Activity |
| 7 | 05- 430- 710- 3670- 6020 | 33.28 | 04/30/2013 04/30/2013 | PSOP - Parent Support Outreach Services |
| 55 | 05- 430- 710- 3670- 6020 | 16.29 | 04/19/2013 04/19/2013 | PSOP - Parent Support Outreach Services |
| 3810 | PAULBECK'S COUNTY MARKET | 99.16 | 04/19/2013 04/19/2013 | PSOP - Parent Support Outreach Services |
| | | | 3 Transactions | |
| 88878 | PRODUCTIVE ALTERNATIVES INC | | | |
| 1 | 05- 430- 750- 3380- 6050 | 209.25 | 04/01/2013 04/30/2013 | Extended Supported Employment |
| 18 | 05- 430- 750- 3380- 6050 | 325.50 | 04/01/2013 04/30/2013 | Extended Supported Employment |
| 32 | 05- 430- 750- 3380- 6050 | 209.25 | 04/01/2013 04/30/2013 | Extended Supported Employment |
| 88878 | PRODUCTIVE ALTERNATIVES INC | 744.00 | 04/01/2013 04/30/2013 | Extended Supported Employment |
| | | | 3 Transactions | |
| 9489 | REDWOOD TOXICOLOGY LABORATORY, | | | |
| 3 | 05- 430- 710- 3190- 6020 | 6.75 | 04/19/2013 04/19/2013 | Court Related Services & Activities |
| 59 | 05- 430- 710- 3190- 6020 | 6.75 | 04/19/2013 04/19/2013 | Court Related Services & Activities |
| 9489 | REDWOOD TOXICOLOGY LABORATORY, | 13.50 | 04/19/2013 04/19/2013 | Court Related Services & Activities |
| | | | 2 Transactions | |
| 86177 | SHERIFF AITKIN COUNTY | | | |
| 66 | 05- 430- 720- 3980- 6020 | 90.00 | 04/12/2013 04/26/2013 | License And Resource Development |
| 67 | 05- 430- 720- 3980- 6020 | 20.00 | 04/26/2013 04/26/2013 | License And Resource Development |
| 68 | 05- 430- 720- 3980- 6020 | 20.00 | 04/12/2013 04/12/2013 | License And Resource Development |

SLM1
 5/24/13 10:17AM
 Health & Human Services

Aitkin County

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



| <u>Vendor</u> | <u>Name</u> | <u>Accr</u> | <u>Rpt</u> | <u>Amount</u> | <u>Warrant Description</u> | <u>Invoice #</u> | <u>Account/Formula Description</u> |
|---------------|------------------------------------------------------------------|-------------|------------|------------------|---------------------------------------------------------|----------------------|-------------------------------------|
| <u>No.</u> | <u>Account/Formula</u> | | | | <u>Service Dates</u> | <u>Paid On Bhf #</u> | <u>On Behalf of Name</u> |
| 86177 | SHERIFF AITKIN COUNTY | | | 130.00 | 3 Transactions | | |
| 73 | 86460 Sheriff Dakota County 05- 430- 720- 3980- 6020 | | | 5.25 | Day care background check - Li 05/21/2013 05/21/2013 | | License And Resource Development |
| | 86460 Sheriff Dakota County | | | 5.25 | 1 Transactions | | |
| 58 | 12214 Shopko Store Operating Co. LLC 05- 430- 710- 3640- 6020 | | | 33.00 | Mattress pad - Family assessme 04/16/2013 04/16/2013 | | Family Assessment Response Services |
| | 12214 Shopko Store Operating Co. LLC | | | 33.00 | 1 Transactions | | |
| 31 | 9140 SIMAR/CANDACE 05- 430- 750- 3950- 6020 | | | 70.00 | Public guardianship 04/01/2013 04/30/2013 | | Public Guardianship Dd |
| 9 | 05- 430- 760- 3950- 6020 | | | 70.00 | Guardianship/conservatorship 04/01/2013 04/30/2013 | | Guardianship/Conservatorship |
| | 9140 SIMAR/CANDACE | | | 140.00 | 2 Transactions | | |
| 72 | 90847 STATE FIRE MARSHALL 05- 430- 710- 3980- 6020 | | | 50.00 | Child Foster Care - Licensing 05/24/2013 05/24/2013 | | License & Resource Development |
| | 90847 STATE FIRE MARSHALL | | | 50.00 | 1 Transactions | | |
| | Final Total | | | 25,157.79 | 35 Vendors | | 73 Transactions |

Aitkin County

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



| Recap by Fund | <u>Fund</u> | <u>AMOUNT</u> | <u>Name</u> | |
|----------------------|--------------------|----------------------|-------------------------|--------------------|
| | 5 | 25,157.79 | Health & Human Services | |
| | All Funds | 25,157.79 | Total | Approved by, |
| | | | | |
| | | | | |

Aitkin County Health & Human Services

204 First St. NW

AITKIN, MINNESOTA 56431

PHONE 1-800-328-3744 or 1-218-927-7200 - FAX # 927-7210

DATE: May 20, 2013

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

FROM: Tom Burke, Director

RE: Educational Tuition Reimbursement

Based on the information provided with the letter from Jessi Schultz with respect to her enrollment in the Master of Social Work Program through the University of North Dakota, I recommend and approve her plan and request for educational reimbursement.

April 25, 2013

Tom Burke, Director
Aitkin County Health and Human Services
204 1st St NW
Aitkin, MN 56431

Re: Educational Tuition Reimbursement

Dear Mr. Burke,


I am enrolled in the Master of Social Work program at the University of North Dakota. This program is online and provides "live" classes via web cam and headset. I will be taking 6 credits a semester and should complete my degree in December 2014. I start classes on May 14, 2013. My summer semester courses include the following:

- Advanced Generalist Human Behavior and the Social Environment.
 - In Advanced Generalist Human Behavior and the Social Environment I (AG HBSE I), students learn to synthesize and differentially apply relevant conceptual frameworks to guide advanced generalist practice with individuals and families. This course builds upon developmental theories and the social work ecological and systems perspectives.
- Advanced Generalist Research Methods and Analysis
 - Advanced Generalist Research Methods and Analysis prepares students to build on foundation research knowledge to further refine and advance the quality of social work practice and that of the larger social work profession. The course emphasizes program as well as practice evaluation. Students use research methods to generate surveys; learn to choose, utilize, and interpret reliable and valid measurement instruments; and apply both qualitative and statistical analysis.
- Advanced Generalist Practice with Individuals
 - Advanced Generalist Practice with Individuals helps students refine and deepen their conceptual and technical knowledge of social work practice with individuals. The course equips students with advanced generalist skills to guide engagement, assessment, intervention, and evaluation with individual clients. Course assignments promote ethical and evidence-based practice relevant to diverse populations.

I have also attached a handout describing the Master of Social Work Program and the list of courses required for the program. As you can see on the Master of Social Work Program handout, these courses will enhance my current position as a social worker by increasing my knowledge and providing the skills to: "empower vulnerable, oppressed and disadvantaged populations and communities, maximize opportunities for every individual to realize his or her highest potential, promote social justice and respect for diversity at every level of society and contribute to the development and wellbeing of communities". Specifically, I will learn how to better serve my clients by using better assessment, intervention and evaluation techniques. This will lead to better written case plans and more efficient services for the agency. I will also be able to share this knowledge with co-workers during our meetings and consultations.

I hope this assists you in determining if these courses are germane to current position as a social worker in our agency. Please let me know if you have any questions.

Thank you,



Jessi Schultz
Licensed Social Worker

Social Work

Master of Social Work

Promoting human and community wellbeing is the overarching purpose of the Social Work profession (CSWE, 2008). The 2008 Educational Policy and Accreditation standards state, "Guided by a person and environment construct, a global perspective, respect for human diversity, and knowledge based on scientific inquiry, social work's purpose is actualized through its quest for social and economic justice, the prevention of conditions that limit human rights, the elimination of poverty and the enhancement of the quality of life for all persons" (CSWE, 2008).

The MSW program has an Advanced Generalist Concentration, preparing students for leadership roles in service, administration, and policy-making positions. Graduates master competencies that prepare them for effective practice with individuals, families, groups, organizations, and communities. Graduates work in a diverse array of human service settings, including mental health, family services, child welfare, schools, criminal justice, gerontology, and health care organizations and agencies.

The Advanced Generalist Concentration equips students for effective practice in highly under-served areas, including rural and reservation communities. These settings demand that students be able to synthesize and apply inter- and multi-disciplinary knowledge and skills to address needs in complex, multi-system service environments. This concentration is consistent with the department's mission to prepare competent Baccalaureate and Master's level social workers, develop and disseminate applied scholarship, and serve the community and region, in order to:

- Empower vulnerable, oppressed and disadvantaged populations and communities;
- Maximize opportunities for every individual to realize his or her highest potential;
- Promote social justice and respect for diversity at every level of society; and
- Contribute to the development and wellbeing of communities in North Dakota and the region.

The MSW Concentration builds on a generalist foundation curriculum to prepare advanced generalist practitioners who assess, intervene, and evaluate to promote human and social wellbeing, while advancing practice and the broader goals of the Social Work profession. Advanced practitioners can tailor actions to changing circumstances, and continually refine their own practice through experience and self-improvement.

All MSW students must complete both Foundation and Advanced Generalist Concentration social work courses. Foundation courses are not offered through the Campus Program; instead, students who have a bachelor's degree in a related field may apply to the Fast Track BSSW Program. Advanced Generalist Concentration courses may be completed through the Campus Program, or the part-time Distance Program. The Campus Program can be completed in three semesters, and the Distance Program can be completed in two years for students with a BSW, or as few as three years for students without a BSW.

Admission Requirements

Admission Requirements for the M.S.W. Foundation Program (for students without a BSW)

The applicant must meet the Graduate School's current minimum general admission requirements as published in the Graduate Catalog. Applicants for the Foundation courses (offered only through the part-time Distance Program for students without a BSW) must meet the following standards:

1. Satisfactory completion of a bachelor's degree from an accredited institution.
2. At least 30 credit hours of liberal arts courses in such fields as biology, music, languages, anthropology, economics, political science, history, literature, sociology, psychology, and philosophy.
3. A course with human biology content.
4. A grade of C or higher in a statistics course prior to entering the Advanced Generalist Concentration portion of the MSW program.
5. Willingness to abide by the National Association of Social Worker's Code of Ethics and the University of North Dakota Code of Student Life.
6. An undergraduate GPA of 3.00 overall or a GPA of 3.00 in the last two years of the undergraduate program.
7. Satisfy the Graduate School's English Language Proficiency requirements as published in the Graduate Catalog.

Admission Requirements for the M.S.W. Concentration Program (Advanced Standing)

Applicants for the Concentration courses must meet the following standards:

1. BSW from a CSWE accredited program.
2. An undergraduate GPA of 3.00 overall or a GPA of 3.00 in the last two years of the undergraduate program.
3. A course with human biology content.
4. A grade of C or higher in a statistics course.
5. Willingness to abide by the National Association of Social Worker's Code of Ethics and the University of North Dakota Code of Student Conduct.

6. Satisfy the Graduate School's English Language Proficiency requirements as published in the Graduate Catalog.
7. Students who have received a bachelor's degree or higher from the United States or English-speaking Canada are not required to submit the TOEFL.

Admission Schedule

- Campus Program: Annual application deadline is January 15. Classes begin the following Fall Semester (August).
- Distance MSW Foundation Courses: Applicants without a BSW must apply for Foundation courses. Annual application deadline is June 15. Classes begin the following Spring Semester (January).
- Distance Program Concentration Courses: Applicants with a BSW are considered "Advanced Standing" applicants and apply for Concentration courses. Annual application deadline is November 15. Classes begin the following Summer Semester (May).

Degree Requirements

Students seeking the Master degree at the University of North Dakota must satisfy all general requirements set forth by The Graduate School as well as particular requirements set forth by the Social Work Department. Credit is not granted for life or work experience.

Degree Requirements for Students Completing Both Foundation and Concentration Courses:

1. Successful completion of 60 credit hours of courses approved by the social work faculty with at least a 3.00 grade point average. The number of electives required is dependent on whether a student selects the independent study or the thesis option.
2. Satisfactory completion of Foundation courses (24 credit hours). Please refer to the academic catalog for Foundation Courses:
3. Satisfactory completion of the Advanced Generalist Concentration courses (36 credit hours).
4. Completion of SWk 997, an independent study (2 credits) and comprehensive exam, or SWk 998, a thesis (4 credits).
5. Completion of at least 52 semester credits at UND. A maximum of 8 credits will be allowed for transfer.
6. The development of a program of study in the semester in which the full-time student first enrolls in Concentration courses, or the second semester in which the part-time student enrolls in Concentration courses.

Program Requirements for Advanced Standing Students

1. Successful completion of 36 credit hours of courses approved by the social work faculty with at least a 3.00 grade point average. Students who complete an Independent Study Project (SWk 997) must complete 5 elective credit hours; students who choose to complete a Thesis (SWk 998) must take 3 elective credit hours.
2. Satisfactory completion of the Advanced Generalist Concentration core courses. Please refer to the academic catalog for Concentration Courses:
3. Completion of SWk 997 (2 credits), an Independent Study Project and comprehensive exam, or SWk 998 (4 credits), a thesis.
4. Completion of at least 28 semester credits at UND. A maximum of 8 credits will be allowed for transfer.
5. The development of a program of study in the semester in which the full-time student first enrolls in concentration courses, or the second semester in which the part-time student enrolls in concentration courses.

Thesis Option:

1. Full-time students select a Faculty Advisory Committee by the end of the first semester of enrollment in Concentration courses. Part-time students select a Faculty Advisory Committee during the second semester of enrollment in Concentration courses.
2. A proposal must be submitted no later than the semester prior to the student's final semester.

Non-Thesis Option:

1. Full-time students select a faculty adviser by the end of the first semester in Concentration courses. Part-time students select a faculty adviser by the second semester they are enrolled in Concentration courses.
2. A proposal must be submitted no later than the semester prior to the student's final semester.
3. The final comprehensive examination is completed in the last semester of enrollment.

Faculty and Areas of Expertise

We recommend you browse the Social Work faculty web page to learn more about their areas of expertise.

Contact Information

Carenlee Barkdull, Graduate Director
 Department of Social Work
 University of North Dakota
 Gillette Hall Room 302
 225 Centennial Drive, Stop 7135
 Grand Forks, ND 58202-7135

Phone (701) 777-2669
 Fax (701) 777-4257
<http://www.und.edu/dept/socialwo/>
carenlee.barkdull@email.und.edu

Apply online at My GradSpace: <http://graduateschool.und.edu>

MASTER OF SOCIAL WORK

(Part-Time) Distance Degree Program

Classes are offered online 3 nights per week and require time on campus (twice for Foundation, once for Advanced) during the course of study. Application deadline is June 15 of each year for Foundation and November 15 each year for Advanced (with BSW). Foundation course work begins in January of each year. Advanced course work begins in May of each year.

| Foundation Courses (Courses needed to advance into Advanced Generalist Concentration Courses) | |
|------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| Spring Schedule – 1st Semester | Summer Schedule – 2nd Semester |
| SWK 501 GP HBSE I (2) | SWK 502 GP HBSE II (2) |
| SWK 503 GP Individuals & Families (2) | SWK 504 GP Treatment & Task Groups (2) |
| SWK 507 GP Research (2) | SWK 505 GP Communities & Organizations (2) |
| <i>Total Credit Hours = 6</i> | <i>Total Credit Hours = 6</i> |
| Fall Schedule – 3rd Semester | Spring Schedule – 4th Semester |
| SWK 506 Social Policy (2) | SWK 517 GP Field Instruction II (5) |
| SWK 515 GP Field Instruction I (3) | SWK 518 GP Field Seminar II (1) |
| SWK 516 GP Field Seminar I (1) | |
| <i>Total Credit Hours = 6</i> | <i>Total Credit Hours = 6</i> |
| Advanced Generalist Concentration Courses (Courses needed to complete MSW degree) | |
| Summer Schedule – 1st Semester (Advanced) 5th Semester (Foundation) | Fall Schedule – 2nd Semester (Advanced) 6th Semester (Foundation) |
| SWK 527 AG HBSE I (2) | SWK 528 AG HBSE II (2) |
| SWK 529 AG Research (2) | SWK 533 AG Families (2) |
| SWK 530 AG Individuals (2) | SWK 534 AG Treatment Groups (2) |
| <i>Total Credit Hours = 6</i> | <i>Total Credit Hours = 6</i> |
| Spring Schedule – 3rd Semester (Advanced) 7th Semester (Foundation) | Summer Schedule – 4th Semester (Advanced) 8th Semester (Foundation) |
| Elective (2) | Electives (3) |
| SWK 535 AG Communities (2) | SWK 537 AG Tools for Policy (1) |
| SWK 536 AG Organizations (2) | SWK 997 Independent Study (2) |
| <i>Total Credit Hours = 6</i> | <i>Total Credit Hours = 6</i> |
| Fall Schedule – 5th Semester (Advanced) 9th Semester (Foundation) | Spring Schedule – 6th Semester (Advanced) 10th Semester (Foundation) |
| SWK 580 AG Field Instruction I (5) | SWK 582 AG Field Instruction II (5) |
| SWK 581 AG Field Seminar I (1) | SWK 583 AG Field Seminar II (1) |
| <i>Total Credit Hours = 6</i> | <i>Total Credit Hours = 6</i> |

Note: Social Work classes 580/581 & 582/583 may be taken in either the Fall or Spring semester or over the course of two semesters as indicated above.

MNCHOICES

WHAT IS MNChoices:

MnCHOICES is a process of creating and implementing a single, comprehensive and integrated assessment and support planning application for long-term services and supports in Minnesota. MnCHOICES embraces a person-centered approach to ensure services meet the individual's strengths, goals, preferences and assessed needs.

MnCHOICES is for individuals of all ages and with any type of disability or other long-term care needs. The new MnCHOICES assessment will replace 4 assessments that are currently utilized in the long-term care consultation (LTCC) processes including:

- Developmental disability screening
- Long-term care consultation assessment
- Personal care assistance assessment
- Private duty nursing assessment, included in future enhancement

DHS began work on the MNChoices project in 2004 to develop an automated process to:

- Assess individuals in need of long-term services and support
- Determine eligibility for publicly funded programs
- Develop individualized support plans

The new MNChoices application was designed to:

- Be accessible through the web
- Be automated
- Collect additional data to evaluate outcomes and enhance quality assurance functions
- Improve consistency and equity in accessing home and community-based waiver programs and services
- Integrate Medical Assistance long-term care programs with other community-based service options
- Simplify and standardize multiple assessments
- Streamline support plan development

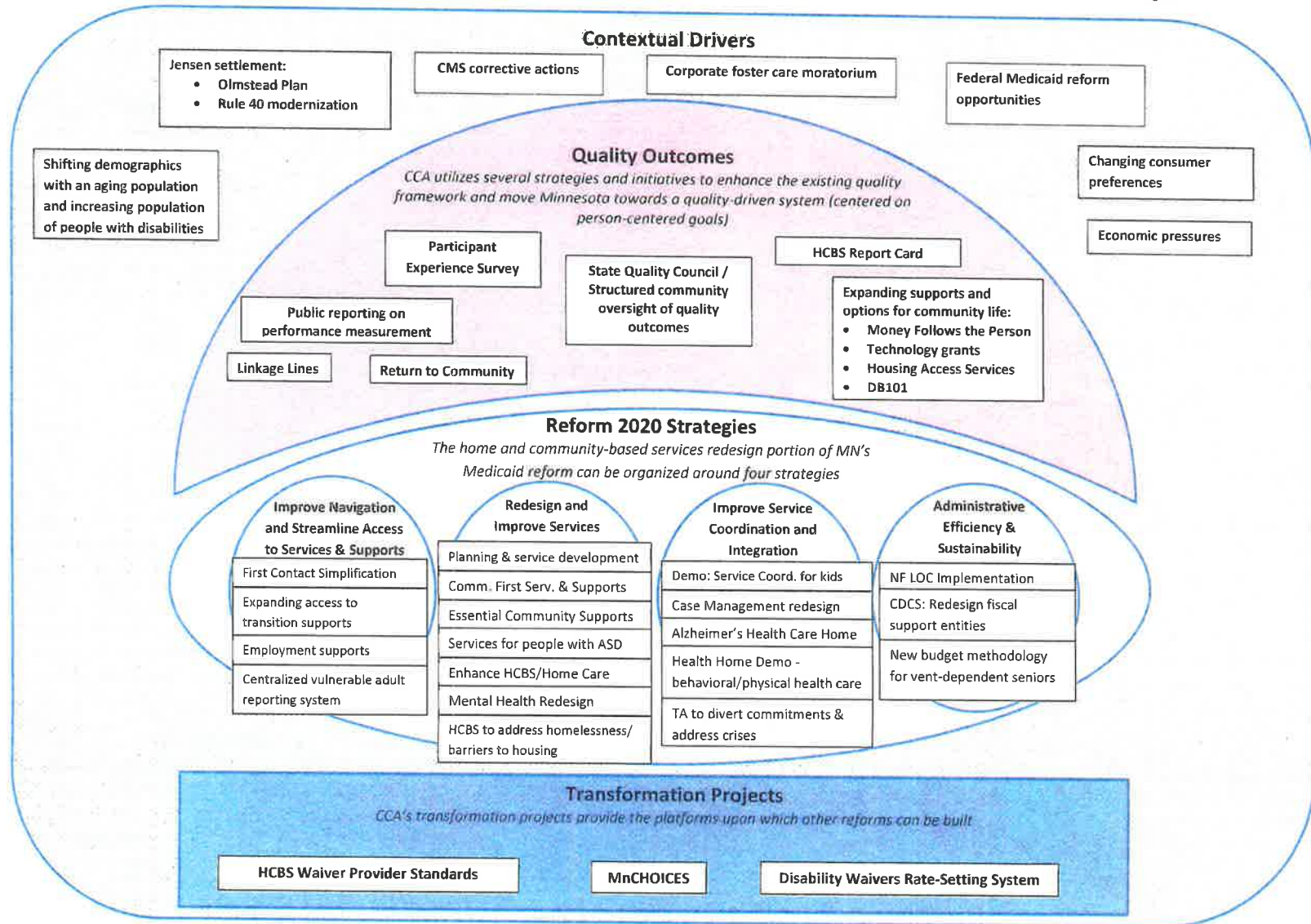
In 2007, DHS completed the framework for the new MNChoices assessment and 2009 Minnesota Legislature approved funding to complete the development and implementation of the MnChoices assessment application.

At this time there remain many unanswered questions related to MNChoices. However, here is what we do know:

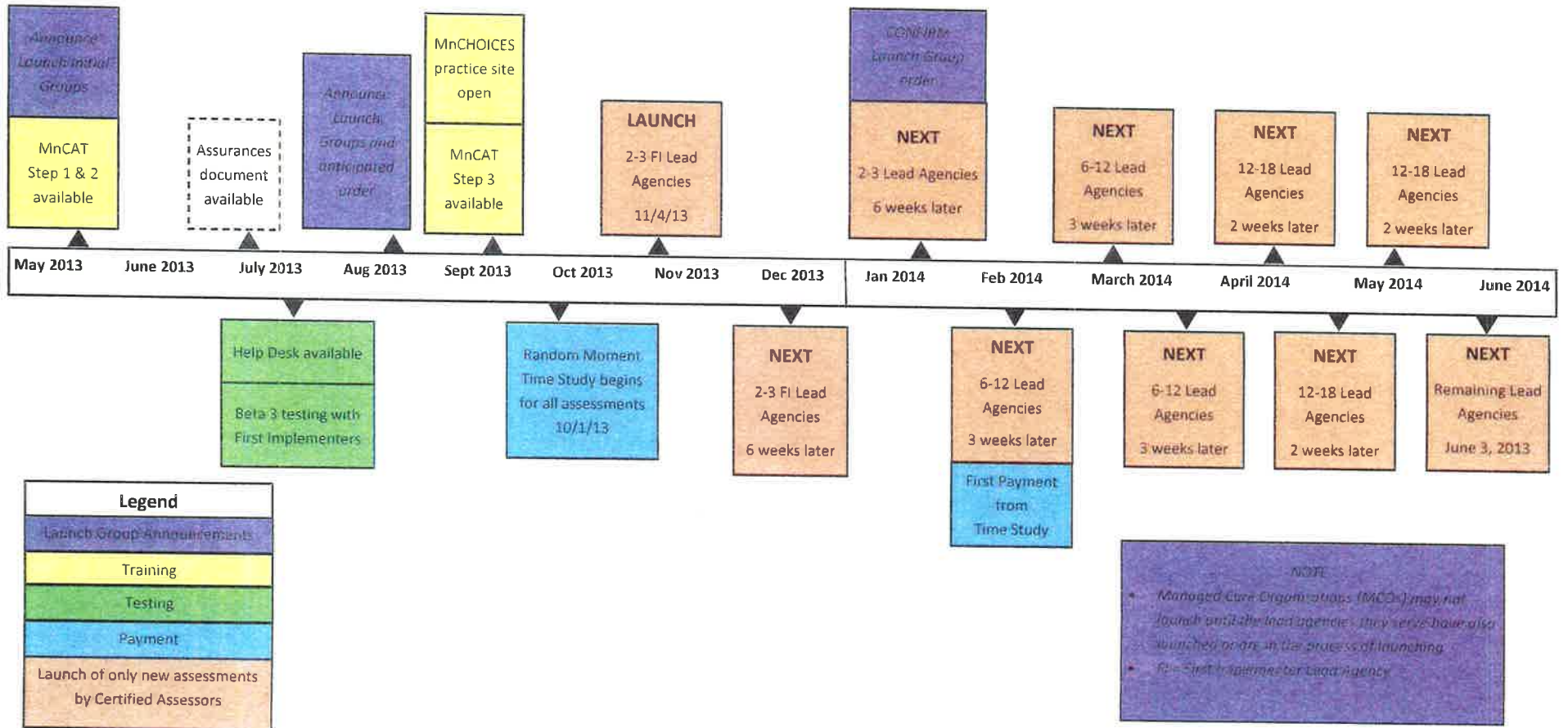
- There will be a separation of duties for Case Management and Assessment
- Those who conduct the MNChoices assessment will need to meet DHS qualifications and be certified as an assessor.
- The training for certification will be provided by DHS through webinars and will take an estimated 16 – 29 hours for the 3 modules. This does not include practice time.
- The assessment will initially take more time to complete than the current assessments and the beta group results show approximately 12 assessments per month can be completed by a single full time assessor.
- The responsibility for assessments will be in the county of residence. Assessment numbers may increase, decrease, or stay the same.

CONCEPTUAL DIAGRAM OF HOME AND COMMUNITY-BASED SERVICES REDESIGN

Minnesota has been working on HCBS redesign for several years. The initiatives that are packaged in the November 2012 CMS waiver request submittal and/or in the DHS 2013 legislative package are referred to, collectively, as Reform 2020. Those, and other initiatives, are shown here. Some are proposals, others are in early planning stages, and others are at more advanced stages.



MnCHOICES Launch Timeline—version 1.0 (4/26/2013)*



*See Discussion Points version 1.0 (4/26/2013) document for additional detail.



DISCUSSION POINTS: Launch Timeline - version 1.0*

Presented to County-State Work Group (CSWG) members on April 26, 2013

*See Launch Timeline illustration document-version 1.0 (04-26-2013)

1. MnCHOICES Launch Strategy

- a. A stepped roll-out
 - i. Launch begins 11/4/2013
 - ii. Subsequent phases at 6 week, 3 week and 2 week intervals
 - iii. Complete by June 2014
- b. Assessments
 - i. New assessments only, no reassessments
 1. Exception to "new only" rule = if a new assessment is completed in MnCHOICES and then the individual needs to a reassessment
 - ii. "New Assessment" definition = A New Assessment is used to determine eligibility; used if person is not on a program or receiving services.
 - iii. Reassessments
 1. Launched separately will continue to work with lead agencies on how and when to begin reassessments
 2. "Reassessment" definition = A Reassessment is used to re-determine eligibility; used if person is currently on a program or receiving services.
 3. Other considerations specific to reassessment launch
 - County of Location vs. County of Financial Responsibility
 - Transition of 65+ from fee-for-service to managed care
- c. How Determine Who Goes When (*see LAUNCH table on backside of page*)
 - i. Who and Number by launch group
 1. At Start – 2-3 first implementer (FI) lead agencies
 2. Stagger FIs with non-FI lead agencies as launch progresses
 3. With each launch group, number of lead agencies will increase
 4. Number of lead agencies in each launch group will vary depending on how well all systems and supports are responding
 5. Initially, lead agencies in launch groups may be staggered ; for example, bring up 1 lead agency on 11/4/2013, another 2 weeks later, another 4 weeks later
 - ii. Other considerations
 1. CSWG members feedback regarding *MnCHOICES Launch Working Document* presented and discussed at 3/22/2013 CSWG meeting
 2. How bring up large counties so best able to assess the successes and problems
 3. Managed Care Organizations (MCOs) may not launch until the lead agencies served have also launched or are in process of launching; will bring up county based purchasing and their county groups together or sequentially

DISCUSSION POINTS: Launch Timeline – version 1.0

Presented to County-State Work Group (CSWG) members on April 26, 2013

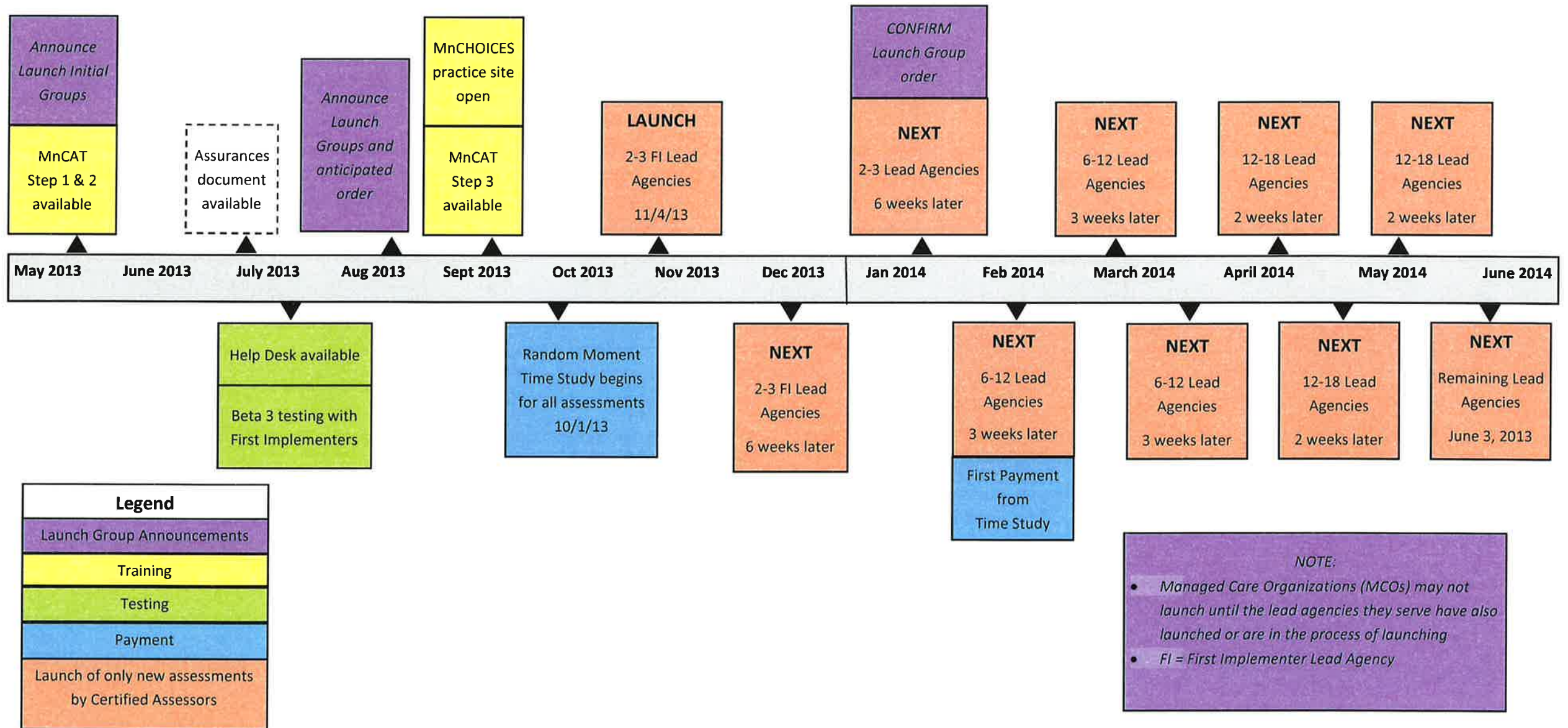
4. What to do about lead agencies that have launched that need to transfer to a lead agency that has not launched
 5. Potential technical problems that lead agencies may encounter; for example, connectivity, software compatibility, local IT traditions, etc.
- d. Announcements of who – when
 - i. May 2013 Announce initial two launch groups
 - ii. August 2013 Announce all launch groups and anticipated order
 - iii. February 2014 (est.) Confirm launch group order
 - e. Other information lead agencies should know
 - i. Beta 3 testing begins in July 2013
 - ii. Help Desk will be tested as part of Beta 3 testing
 - iii. When launched, MnCHOICES will have a Help Desk

| LAUNCH | # Lead Agencies Per Launch Group |
|---------------|----------------------------------|
| 11/04/2013 | 2-3 FI |
| 6 weeks later | 2-3 FI |
| 6 weeks later | 2-3 |
| 3 weeks later | 6-12 |
| 3 weeks later | 6-12 |
| 3 weeks later | 6-12 |
| 2 weeks later | 12-18 |
| 2 weeks later | 12-18 |
| 2 weeks later | 12-18 |
| 6/1/2014 | Any remaining |

2. Next Steps

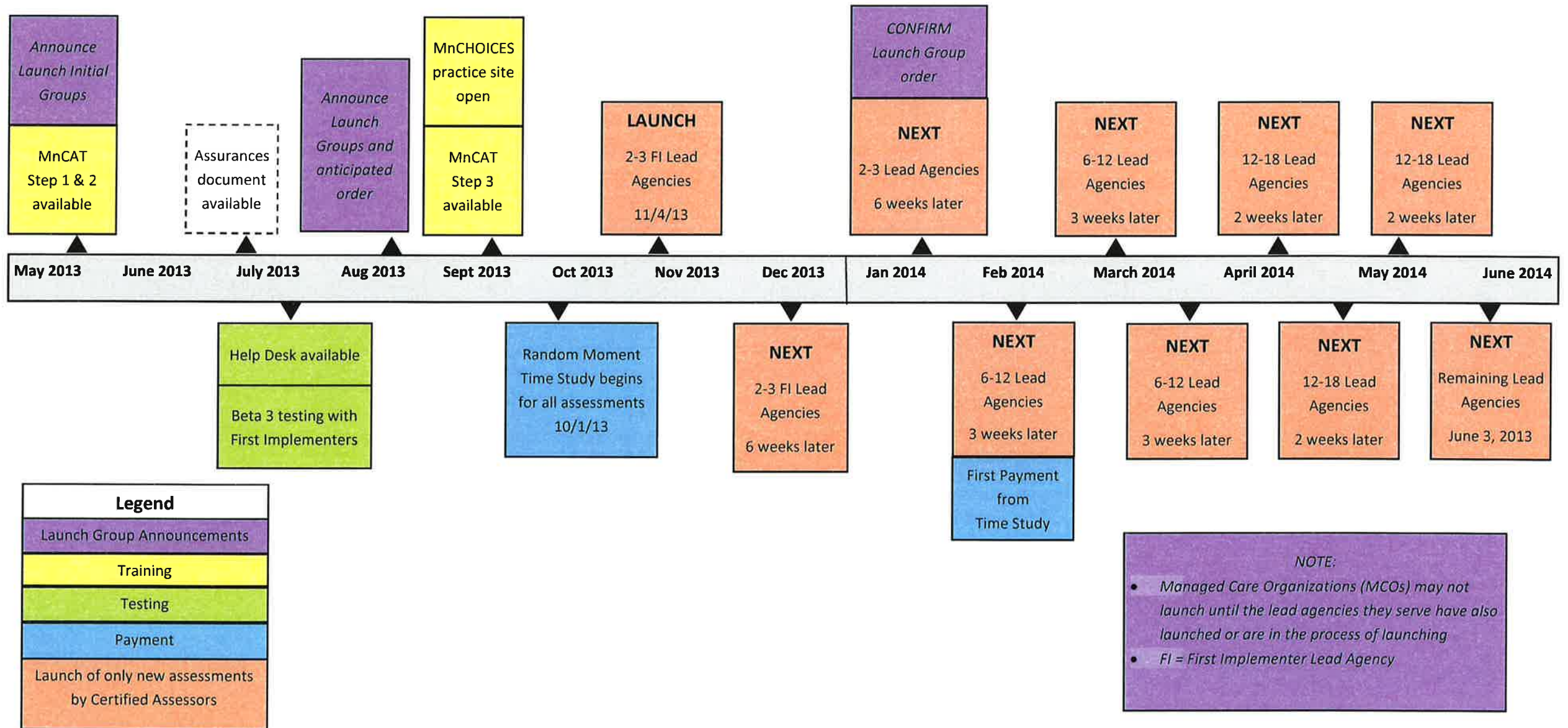
- a. DHS holds conversations with lead agencies around readiness for launch
- b. DHS invites lead agencies to begin to identify MnCHOICES mentors
 - i. DHS to provide the role and functions description
 - ii. Lead agencies identify
 - iii. DHS to provide training and technical assistance
- c. DHS holds MnCHOICES webinar on the launch strategy
- d. Continue discussions on how and when to begin reassessments

MnCHOICES Launch Timeline—version 1.0 (4/26/2013)*



* May be helpful to view this document alongside memo to lead agency directors dated 05-15-13

MnCHOICES Launch Timeline—version 1.0 (4/26/2013)*



* May be helpful to view this document alongside memo to lead agency directors dated 05-15-13

Julie Lueck

From: vawes@frontiernet.net
Sent: Wednesday, May 22, 2013 5:08 PM
To: Julie Lueck
Subject: Re: Advisory Committee

Hi Julie,

Sorry for my slow response. Thanks for the reminder.
Due to an extremely busy schedule, it has become necessary for me to resign from the Health and Human Services Advisory Committee.

Respectfully,
Vernon Awes

From: Julie Lueck <jllueck@co.aitkin.mn.us>
To: Vernon Awes <vawes@frontiernet.net>
Cc: Dave Leaf <dleaf@frontiernet.net>
Sent: Monday, May 13, 2013 11:07 AM
Subject: Advisory Committee

Hi Vern:

I hate to pester you, as I know you're busy, but I am wondering if you would be willing to drop me a quick note – via e-mail is fine – with your resignation from the Advisory Committee on such and such a date. I am not able to proceed with advertising to fill the position until I have something in writing from you.

Thanks so much for your help with this.

Julie Lueck

This transmission (the e-mail and all attachments) is confidential and intended solely for the use of the addressee(s). If you have received this transmission in error, please notify the sender by reply and delete this transmission immediately. Any unauthorized distribution, or copying of this transmission, or misuse or wrongful disclosure of information contained in it, is strictly prohibited. The information contained in this document is provided on an as-is basis and does not constitute a binding legal contract or receipt for services.

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: Katie Nelson

STREET ADDRESS OF APPLICANT:

4636 0170th Place

McGregor MN 55760

PHONE NUMBERS:

DAYS 218-349-7250

EVENINGS 218-426-0337

AITKIN COUNTY COMMISSIONER DISTRICT 4

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 am very connected to The Aitkin and McGregor community through work, volunteering and social activities. I am extremely drawn to the betterment of the community we live in.

In my final year of my master's degree in Philanthropy and Development, I am able to view the big picture and think at a strategic level. I enjoy being around people and have formed many strong relationships in the area. I would be proud to work collaboratively to improve the wellness of our communities.

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

Katie Nelson
Signature of Applicant

12-6-12
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 #: _____

AITKIN COUNTY HEALTH & HUMAN SERVICES
Advisory Committee
Application Form

NAME: Katie (First) M (MI) Nelson (Last)

ADDRESS: 46360 170th Place HOME PHONE: 218-426-0337
McBregor MN 55760 BUSINESS PHONE: 218-927-5158
CELL PHONE: 218 349-7250

E-MAIL ADDRESS: knelson0922@gmail.com

EMPLOYER: Riverwood Healthcare OCCUPATION: Foundation Manager

EMPLOYER ADDRESS: 200 Bunker Hill Drive Aitkin MN 56431

1. Please state your reason for applying: I am passionate about the development and wellness of the community.

2. What has been your past involvement with Public Health Services, Social Services, Financial Services and other civic and community activities: I do not have any past involvement w/ Public Health services. I volunteer w/ civic organization when available: Aitkin Kinship, Salvation Army, Lions Club, operation Christmas, Aitkin Rotary

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: Katie Nelson Date: 12-6-12

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

Katie Nelson

A: 46360 170th Place McGregor, MN 55760
T: (218) 426-0337 C: (218) 349-7250 E: knelson0922@gmail.com



Professional Accomplishments

Generated over \$285,000 through development and implementation of employee giving program (2011).
Raised over \$365,000 for Riverwood Healthcare Center managing two major events (2007-2012).
Generated over \$100,000 through successful donor cultivation in McGregor community (2012).
Held key role in the development and implementation of the Better Together Campaign, securing nearly \$1.8 million (2010-2012).

Experience

Foundation Manager, Riverwood Healthcare Center July 2010 - Current

Develop and execute all aspects of annual fundraising events with support of committee.
Manage Foundation office functions and support staff.
Serve as an ambassador of Riverwood Foundation by attending and presenting at community events and working with local citizens.
Act as the primary staff liaison to the Foundation Board and committee members.
Work closely and maintain relationships with donors to help mature our major gifts and planned giving program (Ongoing).
Initiated donor development in McGregor community.

Foundation Coordinator, Riverwood Healthcare Center January 2007 – July 2010

Enter financial data entry and manage donor database.
Manage Healing Garden working closely with curator committee.
Serve as an ambassador of Riverwood Healthcare Center by attending community events and working with local citizens.
Coordinate special events with support of Foundation Director and committees.

General Manager, Pier 65 June 2005 – January 2007

Plan and coordinate all special events held at Pier 65.
Work with Peachtree accounting program for all financial reports.
Oversee all employees and revenue centers throughout the facility.
Generate sales and maintain a positive image throughout the community of McGregor.

Aitkin County Early Childhood Coalition Coordinator, Northland Foundation June 2006 - June 2008

Provide a link between children and families to their community.
Seek out available grants for our community in relation to Early Childhood Development.
Educate families on available resources in their community.

St. Mary's University MA Candidate 2013

M.A., Philanthropy & Development Program
Thesis: Building a Culture of Philanthropy Within a Healthcare Organization

University of Wisconsin- Superior 2008-2009

Nonprofit Administration Certificate

Augsburg College 1998-2001

B.A., Elementary Education

Proficient In:

Volunteer Management, Event Planning, Relationship Building, Marketing, Windows Office, QuickBooks, Peachtree, Adobe Reader, InDesign & Raiser's Edge.

Professional
References:

Dr. Mark Heggem
Riverwood Healthcare Center
Chief Medical Officer
200 Bunker Hill Drive
Aitkin, MN 56431
(218) 429-1033
mheggem@riverwoodhealthcare.org

Katrina Pierson
HBH Consultants
701 West Germain Street
Suite 206
St. Cloud, MN
(320) 293-8388
Katrina@hbhconsultants.com

Shelli Urness
Shelli Urness Consulting
6172 Bittersweet Lane
Nisswa, MN 56468
(218) 821-0218
urness@nisswa.net

ADMINISTRATION FOR
CHILDREN & FAMILIES

<http://www.acf.hhs.gov/blog/2013/05/national-foster-care-month-celebrates-25-years>

« [Back to The Family Room Blog](#)

National Foster Care Month Celebrates 25 Years

May 6, 2013 | Bryan Samuels

Categories: Adoption, Foster care

This May, we mark **National Foster Care Month** for the 25th time in our country's history. In the quarter-century since this observance was established, the child welfare system in the United States has undergone dramatic shifts. Most strikingly, the number of children in foster care has decreased steadily since its peak in the 80s and early 90s; today there are **27 percent fewer children** in foster care than in 1996.

Certainly this reduction is the result of positive changes in the child welfare system: more children are able to stay safely in their homes, and those who do come into foster care are moving more quickly to permanency. During National Foster Care Month, we can celebrate the progress the child welfare system has made, but we must also recommit ourselves to improving outcomes for the approximately **400,000 children who are in foster care** on any given day.



For nearly four years, the **Administration on Children, Youth and Families'** (<https://www.acf.hhs.gov/programs/acyf>) priority has been integrating a focus on improving social and emotional well-being into the child welfare system's work to ensure safety and permanency for young people. In order to truly improve outcomes for the children and families we serve, we must help them to heal and recover from trauma and build the skills and capacities they need to be successful in school, in the workforce, and in their relationships.

We have advanced a three-part strategy to integrate well-being with safety and permanency:

1. Use data to drive decision-making;
2. Provide trauma screening and functional assessment;
3. Implement evidence-based psychosocial interventions to improve behavioral health, mental health, and caregivers' parenting skills.

For more information about this strategy, see last year's information memorandum, **Promoting Social and Emotional Well-Being for Children and Youth Receiving Child Welfare Services** (<http://www.acf.hhs.gov/programs/cb/resource/im1204>).

This work requires the dedicated efforts of committed partners. In particular, collaboration across child welfare, mental health, and Medicaid are essential to provide effective, evidence-based interventions to children and youth in foster care. At the federal level, we have been working across agencies – with the Substance Abuse and Mental Health Services Administration (SAMHSA) and the Centers for Medicare & Medicaid Services (CMS) – to support coordination in the states.

Some of the most exciting work testing strategies for promoting well-being is taking place in states with **Child Welfare Demonstration Projects** (<http://www.acf.hhs.gov/programs/cb/programs/child-welfare-waivers>). Many are working closely with their state Medicaid agencies to support the delivery of evidence-based interventions that address trauma and improve well-being outcomes for children and youth. Nine new demonstration projects are underway, and ACYF has the authority to grant up to 10 more in this fiscal year and another 10 in the next.

Today there are so many promising programs and projects explicitly targeting the social and emotional well-being of children and youth in foster care. As I think ahead 25 years to the 50th National Foster Care Month, I envision a child welfare system that will have made great strides in achieving fundamentally better outcomes for the children and families it serves. The work we are doing today to better integrate safety, permanency, and well-being is laying the foundation for that future.

Read Health and Human Services Secretary Kathleen Sebelius' message marking National Foster Care Month (<http://www.hhs.gov/news/press/2013pres/05/20130506b.html>).

Find resources for National Foster Care Month on the **Child Welfare Information Gateway** (<https://www.childwelfare.gov/fostercaremonth/>).

Bryan Samuels (<https://www.acf.hhs.gov/about/leadership/bryan-samuels>) is the Commissioner of the Administration on Children, Youth and Families (ACYF). Samuels has spent his career formulating service delivery innovations and streamlining operations in large government organizations on behalf of children, youth, and families.

Affordable Care Act (ACA) & MNSure

Key aspects of the federal Affordable Care Act (ACA) taking effect in 2014 will significantly change the way people access health care coverage. Minnesota intends to expand the Medical Assistance program for low-income individuals and is developing a Health Insurance Exchange through which others who qualify may get help paying for health care coverage in the private market.

DHS is estimating Aitkin County to see an estimated 574 new Medical Assistance enrollees under this provision.



The ACA requires that all individuals have health insurance beginning January 1, 2014. In addition, insurers are required to cover everyone, regardless of health status or history. Starting in October 2013, MNSure will be the uniquely Minnesotan place to find health insurance. Minnesota is currently building a website where individuals will have instant, easy access to coverage options.



Where you choose health coverage

how it will work



a new, better way to shop for health insurance

Starting in October 2013, MNSure will be the single best, uniquely Minnesotan place to find health insurance. We are currently building a website where you'll have instant, easy access to coverage options. In addition, we are collaborating with community partners and insurance agents/brokers to create a customer service network that will provide one-to-one assistance.

Easy to Find

MNSure will be a simple, easy-to-use marketplace. You will find health plans from multiple insurers in a standard format so you can see plans and costs side-by-side. You can search for plans with specific features that match your health needs.

Easy to Compare

You can compare plans in an "apples-to-apples" format, and search by price or quality rating.

In addition, you can find quality information on clinics, hospitals and ambulatory surgical centers so you can gauge how effective their health care services are in relationship to other providers.

Easy to Enroll

Goodbye long, complicated paper forms. The new system guides you through enrollment step-by-step, for both yourself and your family, so you only need to fill out one application for any type of health coverage offered through MNSure.

With the plan selection system, employers can give choice back to the employee instead of struggling to find a one-fits-all plan. That means less time spent on health insurance administration and more time on growing your business.

Financial Assistance / Tax Credits

Many Minnesotans will receive financial assistance—individual, employee or business tax credits and cost-sharing assistance – or qualify for health programs like Medicaid (http://www.dhs.state.mn.us/main/idcplg?IdcService=GET_DYNAMIC_CONVERSION&RevisionSelectionMethod=LatestReleased&dDocName=id_006254) through MNSure beginning in 2014. We'll help determine if you qualify.

Personalized Assistance

We know that choosing health coverage can be complicated. Questions can arise about coverage exemptions, cancellations, or a host of other issues. Which is why we are developing a comprehensive customer care team to help guide you through the process:

- Fully trained, customer contact specialists will be available to answer your question online or through a toll-free hotline.
- A statewide network of organizations and agents/brokers in your community to help you select the plan that fits your needs.



Where you choose health coverage

health care reform

The Affordable Care Act (ACA) was passed by Congress and signed into law by the President in March 2010. On June 28, 2012, the Supreme Court rendered a final decision (<http://www.supremecourt.gov/opinions/11pdf/11-393c3a2.pdf>) to uphold the health care law.

One key feature of the law was that affordable health insurance exchanges or marketplaces (like MNSure) would be set up in every state. They will allow residents to compare health plans, get their questions answered, find out if they qualify for tax credits or health programs, and enroll in a health plan.

More info on the ACA (<http://www.healthcare.gov/law/index.html>)

essential health benefits

One of the provisions of health reform requires that, beginning in 2014, new health insurance plans must include a minimum set of health care services and products. The minimum set is commonly called Essential Health Benefits and it applies to plans within exchanges and also outside of exchanges.

Plans in effect prior to March 23, 2010 are not required to add Essential Health Benefits. However, if the plan does cover an essential health benefit, it must eliminate annual and lifetime coverage limits on the essential health benefit.

The Minnesota Department of Commerce is responsible for setting the standard "benchmark plan" for the state.

More info on establishing Essential Health Benefits.
(<http://mn.gov/commerce/insurance/topics/medical/health-insurance-reform/essential-health-benefits/essential-health-benefits-summary.jsp>)

health care coverage requirement

The ACA requires that all individuals have health insurance beginning January 1, 2014. In addition, insurers are required to cover everyone, regardless of health status or history.

The purpose of the requirement is to make sure people don't wait until they have a health issue to purchase insurance. By bringing healthy people into the covered group, there is a better balance of sick and healthy individuals, and average costs are kept down.

Through the MNSure exchange/marketplace, individuals and families can find out if they qualify for health programs, or for tax credits that will lower the cost of coverage. Small employers with fewer than 25 employees who provide health insurance may qualify for a federal tax credit (<http://www.irs.gov/uac/Small-Business-Health-Care-Tax-Credit-for-Small-Employers>) of up to 50%.

Although employers are not required to offer health insurance to employees, most who employ more than 50 employees will pay an assessment if they don't offer affordable coverage that covers minimum essential health benefits.

"MNSure is one part of Minnesota's long-standing commitment to affordable, quality health care reform. "

| F.Y. | Cost Center | Obj. Code | Amount | Vendor# | P.O # |
|------|-------------|-----------|---------|---------|-------|
| | | | \$ 0.00 | n/a | n/a |

FACILITIES USE AGREEMENT

BETWEEN

Aitkin County Health & Human Services

AND

STATE OF MINNESOTA

MINNESOTA STATE COLLEGES AND UNIVERSITIES

Pine Technical College

THIS AGREEMENT is between the **Aitkin County Health & Human Services** (“Licensor”) and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of **Pine Technical College** (“Licensee”), and is governed by Minnesota law.

1. **PERMITTED USE.** Licensor agrees to allow Licensee use of the following:

Location: 204 1st St. NW, Aitkin MN 56431

Date and Time: July 1, 2013 – June 30, 2014

Description of Activity or Event:

Early Childhood classes/trainings for Child Care Aware of Minnesota Northeast.

2. **FEE.** For its use of the Space, Licensee agrees to pay to Licensor a fee of Zero Dollars (\$0.00).
3. **TERM OF AGREEMENT; CANCELLATION.** This agreement shall be effective as of July 1, 2013 or the date when the final required signature is obtained by Licensee, and shall remain in effect until June 30, 2014. This agreement may be canceled by either party at any time, for any reason, upon 5 (five) days written notice to the other party.

4. **CONTRACT ADMINISTRATION.**

Licensee's authorized agent:

Name: Wendy Walburg
Address: Pine Technical College, 900 4th St SE, Pine City, MN 55063
Phone: 320-629-5146
Fax: 320-629-5107

Licensor's authorized agent:

Name: Thomas Burke
Facility: Aitkin County Human Services
Address: 204 1st St NW, Aitkin, MN 56431
Phone: 218-927-7200

5. **MAINTENANCE OF SPACE.** Licensee agrees to maintain the Space in a reasonably clean and sanitary condition. Licensor shall provide all utilities reasonably required to use the space as identified herein. After Licensee has completed its use and occupancy of the Space, Licensor will inspect the Space for damaged, missing or destroyed items, including fixtures, equipment and machinery. With respect to such damaged, missing or destroyed items, Licensor shall have the right, in its sole discretion, to either (a) repair, restore, or replace such items at its own cost, and submit an invoice for the same to Licensee, which Licensee agrees to pay within thirty (30) days thereafter, or (b) to require Licensee to repair, restore, or replace all damaged, missing or destroyed items to the satisfaction of Licensor all at Licensee's cost.
6. **BUILDING HOURS.** The building hours are 8:00 a.m. to 4:30 p.m. The Licensee may access the space up to 1/2 hour prior to class and close up to 1/2 hour after class, from 6:00 p.m. to 10:00 p.m. The building will be open and the Licensee will not be responsible for the opening or closing of the building.
7. **RULES AND REGULATIONS.** Licensee agrees to comply with the building rules and regulations set forth by Licensor consistent with federal and state law during its use of the Space, including complying with designated smoking areas.
8. **LICENSEE'S INSURANCE.** During the term of this Agreement, Licensee shall maintain in effect commercial general liability insurance in conformance with the Tort Claims limits set forth in Minn. Stat. §3.736, subd. 4, as amended. Licensee shall name Licensor as an additional insured. Licensee shall maintain this coverage at its sole expense during its use of the Space.

During the term of this Agreement, Licensor shall maintain in effect commercial general liability insurance with limits not less than \$2,000,000 per occurrence and \$2,000,000 annual aggregate for bodily injury and property damage. Licensor shall maintain this coverage at its sole expense during the term of this Agreement.

Licensee and Licensor shall provide each other with certificates of insurance before Licensee begins occupying the Space pursuant to this Agreement. Coverage afforded under these policies shall not be cancelled without at least thirty (30) days advance written notice to the certificate holder.

Each party, at its sole expense, shall provide and maintain workers' compensation insurance as such party may be required to obtain by law. The Licensee is self-insured for workers' compensation purposes, and any such insurance extends only to employees of Licensee, not to students.

9. **LIABILITY.** Each party shall be responsible for its own acts and omissions and the results thereof to the extent authorized by law and shall not be responsible for the other party's acts and omissions and the results thereof. Licensee's liability under this Agreement is governed by the Minnesota Tort Claims Act, Minnesota Statutes §3.736 and other applicable laws.
10. **MINNESOTA DATA PRACTICES ACT.** Licensee and Licensor agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, with regard to data related to this Agreement.
11. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE.** Licensee agrees that in occupying the Space, it is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. section 12101, et seq., and any regulations promulgated pursuant to the Act. Licensor is not responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.
12. **AUDIT.** The books, records, documents, and accounting procedures and practices of the Licensor relevant to this contract shall be subject to examination by Licensee and the Legislative Auditor for a minimum of six (6) years from the end of the agreement.
13. **NO ASSIGNMENT; AMENDMENTS.** Licensee shall neither assign nor transfer any rights or obligations under this agreement without the prior written consent of Licensor. All amendments to this agreement shall be in writing and executed by a duly authorized representative of each party.
14. **SPECIAL PROVISIONS:**

Whiteboard, TV, DVD player.

APPROVED:

1. LICENSOR: Tom Burke
Aitkin County Health & Human Services

| |
|------------------------------------------|
| By (authorized signature & printed name) |
| Title |
| Date |

Aitkin County Board of Commissioners

| |
|------------------------------------------|
| By (authorized signature & printed name) |
| Title |
| Date |

2. LICENSEE: MINNESOTA STATE COLLEGES AND UNIVERSITIES

| |
|----------------------------------------------------|
| By (authorized signature) |
| <i>[Handwritten Signature]</i> |
| Title <i>Child Care Aware District Coordinator</i> |
| Date <i>5/16/13</i> |

4. As to Encumbrance:

| |
|---------------------------|
| By (authorized signature) |
| Title |
| Date |

3. AS TO FORM AND EXECUTION:

| |
|---------------------------|
| By (authorized signature) |
| Title |
| Date |

AITKIN COUNTY

Provider Name: Aitkin County Developmental Achievement Center

DBA: Aitkin County DAC

Address: PO Box 176, 181 N Maddy Street

City and Zip: McGregor, MN 55760

Program Area: HCBS

Contract effective for the period beginning July 1, 2013 through December 31, 2013

**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> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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) Rate Schedules | 29 |

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, Aitkin County Developmental Achievement Center doing business as Aitkin County DAC, at PO Box 176, 181 N Maddy Street, McGregor, MN, 55760, hereafter referred to as the "Provider," enter into this Contract effective for the period beginning July 1, 2013 through December 31, 2013 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 Brain Injury (BI) 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# 4108-75006; NPI or UMPI number A595760500; 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 Developmental Disabilities (ICF/DD). "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, BI 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, 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, tribe, or Managed Care Organization that negotiates and enters into the contract with the Provider, typically the county where the provider is

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

located. The Lead Agency has the meaning given it in Minnesota Statutes, section 256B.0911, subdivision 1a.

- 20) **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.
- 21) **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.
- 22) **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.
- 23) **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.
- 24) **Provider:** Party from which services are purchased. May also be referred to as Contractor.
- 25) **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.
- 26) **Reimbursement for Overhead Expenses due to Residential Absence:** Full calendar days(s) days when a person is not in the residential setting. Examples of residential absence include days when the person is absent from the residence due to hospitalization, crisis services, home visits, vacation days, and therapeutic leave. Medicaid policy permits payment only for services actually provided to an eligible person, which does not include residential absence. (See the Disability Services Program Manual on Reimbursement for Overhead Expenses due to Residential Absence for more information.)
- 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.

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

- 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.
- 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) **Brain Injury (BI) 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.

HOME AND COMMUNITY-BASED WAIVER SERVICES 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.
- 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.

HOME AND COMMUNITY-BASED WAIVER SERVICES 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 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 residential absence is not permitted through the BI, CAC, CADI, DD or EW waivers and AC. 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,

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

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, 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 days a person is absent from his or her residence.

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

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

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.
- 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.

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

- 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 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,

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

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:
- 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

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

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.

- 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 **Aitkin County DAC, 181 N Maddy Street, McGregor, MN 55760** 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

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

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 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.

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

- 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 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 Paul Kellerman 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.

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

INSERT DESIGNEE'S NAME

Paul Kellerman

- 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 Paul Kellerman
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 AITKIN COUNTY DAC, PO Box 176, 181 N Maddy Street, McGregor, MN 55760.
 - 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

AITKIN COUNTY DAC

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 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 Brain Injury (BI).

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 checked="" 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 checked="" type="checkbox"/> Day Training and Habilitation (DT&H) | <input type="checkbox"/> Structured Day Program |
| <input type="checkbox"/> Extended Home Care Services | <input checked="" 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 checked="" 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:

Other:

Other:

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

Attachment B

RATE SCHEDULES

Effective 7/1/2013

| Service | CADI/BI Waiver | DD Waiver |
|------------------------------------------------|------------------------------------|-----------------------------------------|
| DT&H | N/A | \$58.59 Full Day \$43.94 Partial Day |
| Prevocational Service | \$58.29 Full-Day \$9.72/ Hourly | N/A |
| Supported Employment | \$58.29 Full Day | \$58.29 Full Day |
| DT&H Transportation | N/A | \$13.76 Daily |
| Supported Employment/ Prevoc Transportation | \$13.69 daily | \$13.69 Daily |
| | | |
| | | |

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

AITKIN COUNTY

Provider Name: Barnabas Healthcare Services, Inc.

DBA: Same

Address: 223 Washington Street

City and Zip: Brainerd, MN 56401

Program Area: HCBS

Contract effective for the period beginning July 1, 2013 through December 31, 2013

**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> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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, Barnabas Healthcare Services, Inc., at 223 Washington Street, MN, 56401, hereafter referred to as the "Provider," enter into this Contract effective for the period beginning July 1, 2013 through December 31, 2013 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 Brain Injury (BI) 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# 41-1763084; NPI or UMPI number 1558344168; 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

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

Barnabas Healthcare Services, 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 Brain Injury (BI).

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 checked="" 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: Home Health Aide
- Other: Personal Care Assistance
- Other: Professional Nursing Services

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.]*

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

[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

Rates effective 7/1/2013

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 |
| | | | |
| | | | |

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

AITKIN COUNTY

Provider Name: Terri Von Boyer
DBA: Boyer's Bay Adult Foster Care
Address: 42874 Eagle Street
City and Zip: Aitkin, MN 56431

Program Area: HCBS

Contract effective for the period beginning July 1, 2013 through December 31, 2013

**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> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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, Terri Von Boyer doing business as Boyer's Bay Adult Foster Care, at 42874 Eagle Street, Aitkin, MN, 56431, hereafter referred to as the "Provider," enter into this Contract effective for the period beginning July 1, 2013 through December 31, 2013 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 Brain Injury (BI) 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# (none); NPI or UMPI number A266970600; 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

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

Boyer's Bay Adult Foster Care

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 Brain Injury (BI).

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 checked="" 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:

Other:

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.]*

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

[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

Aitkin County Health and Human Services Adult Foster Care Rates EFFECTIVE JULY 1, 2013

| Case Mix | Room & Board | AC/EW/CADI Corporate Rates | | | AC/EW/CADI Family Rates | | |
|----------|--------------|----------------------------|-----------|-----------|--------------------------------------------------------------------------------------|-----------|-----------|
| | | Section 1.01 DAILY | Monthly | Total | Daily | Monthly | Total |
| Section | \$867 | \$33.68 | \$1023.87 | \$1869.87 | \$28.11 | \$854.51 | \$1700.51 |
| B | \$867 | \$38.15 | \$1159.71 | \$2005.71 | \$31.70 | \$963.90 | \$1809.90 |
| C | \$867 | \$44.45 | \$1351.21 | \$2197.21 | \$36.92 | \$1122.27 | \$1968.27 |
| D | \$867 | \$48.42 | \$1472.10 | \$2318.10 | \$40.08 | \$1218.56 | \$2064.56 |
| E | \$867 | \$55.13 | \$1675.92 | \$2521.92 | Any Case Mix higher than "D" must be negotiated and approved on an individual basis. | | |
| F | \$867 | \$57.63 | \$1751.85 | \$2597.85 | | | |
| G | \$867 | \$57.89 | \$1759.89 | \$2605.89 | | | |
| H | \$867 | \$65.95 | \$2004.89 | \$2850.89 | | | |
| I | \$867 | \$68.73 | \$2089.40 | \$2935.40 | | | |
| J | \$867 | \$73.30 | \$2228.48 | \$3074.48 | | | |
| K | \$867 | \$83.12 | \$2526.97 | \$3372.97 | | | |

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

AITKIN COUNTY

Provider Name: Keith M. Olson and Theresa L. Olson

DBA: Chappy's Golden Shores

Address: 530 Park Avenue

City and Zip: Hill City, MN 55748

Program Area: HCBS

Contract effective for the period beginning April 1, 2013 through December 31, 2013

**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 7</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 10</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> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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, Keith M. Olson and Theresa L. Olson doing business as Chappy's Golden Shores at 530 Park Avenue, Hill City, MN, 55748, hereafter referred to as the "Provider," enter into this Contract effective for the period beginning April 1, 2013 through December 31, 2013 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 Brain Injury (BI) 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# 41-1611068; NPI or UMPI number A585718000; 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 Developmental Disabilities (ICF/DD). "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, BI 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, 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, tribe, or Managed Care Organization that negotiates and enters into the contract with the Provider, typically the county where the provider is

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

located. The Lead Agency has the meaning given it in Minnesota Statutes, section 256B.0911, subdivision 1a.

- 20) **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.
- 21) **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.
- 22) **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.*
- 23) **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.
- 24) **Provider:** Party from which services are purchased. May also be referred to as Contractor.
- 25) **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.
- 26) **Reimbursement for Overhead Expenses due to Residential Absence:** Full calendar days(s) days when a person is not in the residential setting. Examples of residential absence include days when the person is absent from the residence due to hospitalization, crisis services, home visits, vacation days, and therapeutic leave. Medicaid policy permits payment only for services actually provided to an eligible person, which does not include residential absence. (See the Disability Services Program Manual on Reimbursement for Overhead Expenses due to Residential Absence for more information.)
- 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.

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

- 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.
- 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) **Brain Injury (BI) 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(s) A and B, 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.

HOME AND COMMUNITY-BASED WAIVER SERVICES 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.
- 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.

HOME AND COMMUNITY-BASED WAIVER SERVICES 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 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 residential absence is not permitted through the BI, CAC, CADI, DD or EW waivers and AC. 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,

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

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, 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 days a person is absent from his or her residence.

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

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

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.
- 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.

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

- 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 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,

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

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:
- 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

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

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.

- 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 **Chappy's Golden Shores, 530 Park Avenue, Hill City, MN 55748** 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

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

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 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.

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

- 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 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 Keith M. Olson or his/her successor Theresa L. Olson 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.

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

INSERT DESIGNEE'S NAME

Keith M. Olson

- 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
Lead County Designee

and Keith M. Olson
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 **Keith M. and Theresa L. Olson, Chappy's Golden Shores, 530 Park Avenue, Hill City, MN 55748**
 - 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

Chappy's Golden Shores

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 Brain Injury (BI).

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 checked="" type="checkbox"/> Foster Care - Adult | <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:

Other:

Other:

Attachment B

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

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 checked="" 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 checked="" type="checkbox"/> Adult Foster Care | <input 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 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

Assisted Living Rates:

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

Adult Foster Care Rates:

Adult Foster Care rates are individually negotiated.

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

AITKIN COUNTY

Provider Name: Cuyuna Regional Medical Center

DBA: Home Health Partnership

Address: 320 E Main Street

City and Zip: Crosby, MN 56441

Program Area: HCBS

Contract effective for the period beginning July 1, 2013 through December 31, 2013

**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>13. Equal Employment Opportunity, Civil Rights and Non-discrimination 15</p> |
| <p>2. Definitions 2</p> | <p>14. Fair Hearing and Grievance Procedures 15</p> |
| <p>3. Purchase of Service(s) 5</p> <p>A) Description of Services 5</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>4. Eligibility for Services 6</p> | <p>16. Conditions of the Parties' Obligations 17</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>17. Subcontracting 18</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>18. Independent Contractor 18</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>19. Disclosure 19</p> |
| <p>8. Provider Qualifications and Training 10</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>9. Standards and Licenses 10</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> |
| <p>10. Record Disclosures 12</p> | |
| <p>11. Audit, Reports and Evaluations 12</p> | |
| <p>12. Safeguard of Information 14</p> | |

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, Cuyuna Regional Medical Center doing business as Home Health Partnership at 320 East Main Street, Crosby, MN, 56441, hereafter referred to as the "Provider," enter into this Contract effective for the period beginning July 1, 2013 through December 31, 2013 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 Brain Injury (BI) 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#41-087-9376; NPI or UMPI numbers 1538143896 and 1255363438; 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

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

Aitkin
County Board of Commissioners

BY:

Chairperson of the County Board

DATED:

ATTESTED TO:

BY:

Director of Aitkin County Health and Human Services

DATED:

APPROVED AS TO LEGALITY AND
FORM:

BY:

Aitkin County Attorney

DATED:

Cuyuna Regional Medical Center

doing business as

Home Health Partnership

BY:

Director

DATED:

Signer's name printed or typed

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 Brain Injury (BI).

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 checked="" type="checkbox"/> Respite Care |
| <input type="checkbox"/> Consumer Training and Education | <input type="checkbox"/> Specialist Services |
| <input type="checkbox"/> Crisis Respite | <input checked="" 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: Home Health Aide Services
- Other: Professional Nursing Services
- 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 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 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 type="checkbox"/> Customized Living | <input checked="" type="checkbox"/> Respite Care |
| <input type="checkbox"/> Environmental Accessibility Adaptations | <input checked="" 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

Rates effective 9/1/2011

RATE SCHEDULES

| Service | CAC, CADI, BI & 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 | \$7.44/15 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 |
| | | | |

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

AITKIN COUNTY

Provider Name: **Mercy Home Health Agency**

DBA: **Mercy Home Care**

Address: **710 South Kenwood Avenue**

City and Zip: **Moose Lake, MN 55767**

Program Area: **HCBS**

Contract effective for the period beginning July 1, 2013 through December 31, 2013

**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> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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, Mercy Home Health Agency doing business as Mercy Home Care, at 710 South Kenwood Avenue, Moose Lake, MN, 56431, hereafter referred to as the "Provider," enter into this Contract effective for the period beginning July 1, 2013 through December 31, 2013 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 Brain Injury (BI) 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# 1295804482; NPI or UMPI number 41-0859808; 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

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

Mercy Home Health Agency

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 Brain Injury (BI).

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 checked="" 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: Home Health Aide Services
- Other: Professional Nursing Services
- 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 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 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 type="checkbox"/> Customized Living | <input checked="" 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

Rates effective 9/1/2011

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 | \$7.44/15 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 |
| | | | |

HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

AITKIN COUNTY

Provider Name: Northland Village Assisted Living

DBA: Northland Village

Address: 22027 420th Street

City and Zip: McGregor, MN 55760

Program Area: HCBS

Contract effective for the period beginning June 1, 2013 through December 31, 2013

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

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

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, Northland Village Assisted Living doing business as Northland Village, at 22027 420th Street, McGregor, MN, 55760, hereafter referred to as the "Provider," enter into this Contract effective for the period beginning June 1, 2013 through December 31, 2013 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 Brain Injury (BI) 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#20-5440048; NPI or UMPI number 1710018122; 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

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

NORTHLAND VILLAGE ASSISTED
LIVING

Aitkin
County Board of Commissioners

BY: _____
Chief Manager

BY: _____
Chairperson of the County Board

DATED: _____

Signer's name printed or typed

ATTESTED TO:

DATED: _____

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 Brain Injury (BI).

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 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:

Other:

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.]*

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

[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

Customized Living Rates:

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

**AITKIN COUNTY HEALTH & HUMAN SERVICE
ADVISORY COMMITTEE MEETING MINUTES
Wednesday, May 1, 2013**

Committee Members Present: Roberta Elvecrog
Mickey Gault
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
Susan Cebelinski, Social Service Supervisor (Adult Services)
Julie Lueck, Clerk to this Committee

Guest Visitor: Joel Hoppe

Absent: Vernon Awes - tendered his resignation
Jim Carlson
Kami Genz, CMCC

I. Approval of Agenda

Motion by Bob Lewis, seconded by Beverly Mensing, and carried; the vote was to approve the Agenda as presented.

II. Approval of Minutes of the April 3, 2013 Meeting

Motion by Roberta Elvecrog, seconded by Bob Lewis, and carried; the vote was to approve the April 3, 2013, minutes as mailed.

Dave Leaf received a phone call earlier this week and announced that Vernon Awes has resigned from this Advisory Committee due to new commitments and a full time job. The process will begin with the Board to fill the vacancy.

III. HRA Regulations – Susan Cebelinski and Jessica Seibert – Susan discussed the housing issues from the perspective of HHS noting there are gaps in our service delivery system when there are barriers to getting folks into subsidized housing which leaves very little options. Jessica discussed the various kinds of housing available and the eligibility requirements as well as gaps, federal reasons for denial and local preferences.

It was announced that Susan Cebelinski, Social Service Supervisor, has tendered her resignation as of June 1, 2013 as she is retiring. Susan came to ACHHS in 2005 following 21 years in St. Louis County where she started as a temp employee, then moved to a clerical position, and on to a financial worker position, and then a case aide and finally a social worker where she and another co-worker developed a prevention program. In the 8 years she has been with Aitkin County, she has been in the position of Social Service supervisor in the adult services area. We want to thank Susan for her dedicated service to our county and let her know that we appreciate the time she has spent teaching us about the adult services and programs provided in Aitkin County.

- IV. Review / Discuss information pertaining to development of Task Force members for Mental Health, Social Services, Public Health and Corrections** – Tom Burke discussed the CMCC letter/description and then went on to discuss the three additional areas of opportunities for task forces for PH with Cynthia Bennett, then MH and Social Services which are the same for us and we divide them into adult (Susan Cebelinski) and children (Sue Tange) services which both have MH areas within Social Services.
- V. Committee Member Participation in H&H Services Budget Discussion** – Tom Burke discussed the fact that each task force will hear portions of the budget but the actual budget committee will review the entire budget. It was noted that Jim Carlson and Roberta Elvecrog have expressed an interest in serving on the Budget Committee and Tom asked that anyone else interested in this committee contact either Dave Leaf or Julie Lueck to be included.
- VI. Comments:**
- A. Comments from the Committee Members for the Commissioners relative to HHS** – It was noted the committee members were pleased that Susan’s position will be replaced.
- B. Feedback from the Board Meeting – April 23** – Dave Leaf noted that the “hot topic” at the Board meeting was whether or not to fill the vacancy created with Susan’s retirement. Committee members were pleased to say that it was voted to fill the position. Dave noted that he told the Board the committee had successfully updated the By-Laws, Mission Statement, and Job Description and that new task forces will be formed.
- C. Committee Members scheduled to attend upcoming Board Meetings in 2013** -
 Noted that the August date will need a replacement with the resignation of Vern Awes. Bob Lewis has volunteered to attend the August 27th meeting.
- | | | | |
|-----------|-----------------|---|------------------|
| May 28 | Jessica Seibert | & | Roberta Elvecrog |
| June 25 | Jim Carlson | & | Michele Plagman |
| July 23 | Jessica Seibert | & | Roberta Elvecrog |
| August 27 | Vernon Awes | & | Roberta Elvecrog |

VII. Miscellaneous Discussion

A. Community Meal – Continue to Serve? Much discussion took place with respect to the pros and cons of the committee serving the Community Meals. It was noted that some folks like the introductions that are made at the McGregor meal identifying the people that are serving that week to make the connection. It was suggested that the “regular” monthly meeting continue and not be “replaced” by serving the meal. It was noted that there needs to be a commitment on the part of the committee members to be willing to serve and assist at the meal site. Several members were willing

to make that commitment at this meeting. Dates for serving in the future will be looked into. The consensus at this time was to continue serving in both McGregor and Aitkin but it will not replace the actual meetings those months.

VIII. Adjourn

Motion by Bob Lewis, seconded by Beverly Mensing, and carried; the vote was to adjourn the meeting at 4:42 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 April 3, 2013, Advisory Committee Meeting
- Draft Copy of the April 23, 2013 Health & Human Services Board Meeting Minutes
- Overview of areas for Task Forces (Corrections, Public Health, Social Services, Mental Health, along with bonus information about Child Support and Income Maintenance)