

**AITKIN COUNTY HEALTH & HUMAN SERVICES
BOARD MEETING AGENDA
December 17, 2013**

- I. Attendance**
- II. Approval of Health & Human Services Board Agenda**
- III. Review November 26, 2013 Health & Human Service Board Minutes**
- IV. Review Bills -**
 - Motion to approve Bills presented this date.
 - Motion to authorize approval of 12/31/13 Bills by Patrick Wussow
- V. General/Miscellaneous Information**
 - A. Approve appointment of Health & Human Services Advisory Committee Members as follows:**
 - 1. Darlene Hlidek – Morrison Twp. – Comm. Dist. #4
 - 2. Gayle Janzen – Spencer Twp. – Comm. Dist. #1
 - 3. Kristine Layne – Spencer Twp. – Comm. Dist. #1
 - 4. Joy Janzen – Nordland Twp. – Comm. Dist. #2
 - B. Approve re-appointment of Health & Human Services Advisory Committee Members as follows:**
 - 1. Jim Carlson – McGregor – Comm. Dist. #4
 - 2. Bob Lewis – McGregor – Comm. Dist. #4
- VI. Contracts - These are all renewals of established contracts expiring 12/31/13.**
 - A. Letter of Agreement for the purpose of Public Health Medical Consultant between ACHHS and Mark Heggem, MD, for the period January 1, 2014 to December 31, 2014.**
 - B. Ambulance Service Contracts for the period January 1, 2014 to December 31, 2014, between Aitkin County Board of Commissioners and:**
 - 1. McGregor Area Ambulance Service, McGregor
 - 2. Meds-1 Ambulance Services Inc., Grand Rapids
 - 3. Mille Lacs Health System Ambulance, Onamia
 - 4. North Memorial Medical Transportation
 - C. Purchase of Service Agreements for the period January 1, 2014 to December 31, 2014 between ACH&HS and:**
 - 1. New Pathways, Inc., Brainerd Site, (Services to homeless families)
 - 2. Northern Psychiatric Associates, Baxter, MN (Diagnostic Assessments)
 - 3. Northland Counseling Center, Grand Rapids, MN (Detox Services)
 - 4. George Tetreault, Baxter, MN (Diagnostic/Parenting Assessments)
 - 5. AEOA, Virginia, MN (MFIP Employment & Training Services)
 - 6. NEMOJT, Virginia, MN (MFIP Employment & Training Services)
 - 7. 2014 Family Planning Contract with Riverwood HealthCare Center
 - D. Detoxification Services Contract between ACH&HS and Central MN Mental Health Center for the period January 1, 2014 through December 31, 2014.**
- VII. Break at 9:___ a.m. for _____ minutes Next Meeting – January 28, 2014**

**AITKIN COUNTY HEALTH & HUMAN SERVICES
BOARD MEETING MINUTES
November 26, 2013**

I. Attendance

The Aitkin County Board of Commissioners met this 26th day of November, 2013, at 9:02 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; H&HS Staff Members Eileen Foss, Income Maintenance Supervisor; Kathy Ryan, Fiscal Supervisor; Ruth Sundermeyer, Child Support & Collections Supervisor; Julie Lueck, Clerk to the Health & Human Services Board; and guests; Roberta Elvecrog, Mickey Gault and Cheryl Meld, H&HS Advisory Committee Members; Carrie Ruud, MN Senate; Bob Harwarth, Citizen; and Nanci Sauerbrei, Aitkin Independent Age.

II. Approval of Health & Human Services Board Agenda

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

III. Review October 22, 2013 Health & Human Service Board Minutes

Motion by Commissioner Westerlund, seconded by Commissioner Marcotte, and carried, the vote was to approve the October 22, 2013, Health & Human Services Board Minutes.

IV. Review Bills

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

V. General/Miscellaneous Information

- A. Review Proposed 2014 H&HS Board Dates – This was tabled until the December 17th meeting in order to coincide with the Regular Board meeting dates.**
- B. Child Support E-Docs – Tom Burke noted this system is coming soon and will be less expensive than anticipated. We are ahead of many counties as we have all our scanning and prep work done. Ruth Sundermeyer noted that St. Louis County has their own training facility which will be a bonus for us to attend there.**
- C. Update on Supervisor Openings - Public Health & Adult Social Services Supervisors – Tom Burke noted that we still have the two supervisory positions open and it is critical to be down both those positions, especially at the same time, and with the many program changes taking place in both these areas. We are looking at temporary coverage of these positions with dispersal of the duties with existing staff but a proposal will come back to the Board in January.**

VI. FYI

- A. MN DHS Waiver Review Initiative – Final Draft – 10/2013 – Tom Burke noted that we received no corrective action and the staff are doing an excellent job.**
- B. Follow-up to PH Nuisance – Tom Burke noted the abatement has been completed and he was able to locate and talk to the property owner who was not able to participate. A letter was sent to them yesterday indicating the cost of the abatement, a list of McGregor realtors and contact information for people expressing an interest in purchasing the property. Tom was very pleased with the contractor and the excellent job he did removing the structures while not disturbing the many trees.**

C. MACSSA – What Policy Makers Need to Know About Administrative Simplification – Tom Burke discussed the need and importance for funding for the electronic technology portion

VII. Administrative Reports:

- A. **Financial & Transportation Reports** – Kathleen Ryan noted our budget will finish strong this year barring any unforeseen last minute issues. She noted that the foster care expense is at a 14 year low and we hope to maintain that.

VIII. Committee Reports from Commissioners

- A. H&HS Advisory Committee – Commissioners Westerlund and/or Marcotte Meeting updates from Committee Members: Mickey Gault & Cheryl Meld Draft minutes of the November 6, 2013 meeting. Cheryl Meld noted that Kathleen Ryan gave an update on the budget proposal and a motion by the committee members carried to recommend to the County Board that they approve the 2014 HHS Budget along with staffing request. Cheryl also wondered how the Committee can assist the Board and asked for feedback. Commissioner Napstad noted he is interested in “outcomes” as to whether citizens are getting the services needed.
- B. AEOA / NEMOJT Committee Updates – Commissioner Napstad noted that neither committee met this past month. He recapped the main focus at each of the last meetings:
1. AEOA – Weatherization with services provided by Lakes & Pines and the proposed State model to collapse the 32 CAC’s down to 6 throughout the state.
 2. NEMOJT – Programs to roll out in high schools with respect to career guidance for students. He questions: a) what is being done locally; b) would like to know how this has been presented in the Aitkin County Schools; c) which schools; d) who was contacted at the school; e) when they were contacted and what was their response?
- C. CJI (Children’s Justice Initiative) – Commissioner Westerlund updated the Board that they met and discussed the recent conference and their mindset when dealing with children from to change from “what’s wrong with you” to “what’s happened to you?”

IX. Break at 10:09 a.m. for 10-15 minutes

Next Meeting – December 17, 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. Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf # On Behalf of Name</u>
8239 Ameripride Linen & Apparel Services				
1 05- 400- 440- 0410- 6405		4.82	CLEANING SUPPLIES 11/12/2013 11/12/2013	2200445005 Supplies- Computer/Office/Meeting
1 05- 420- 600- 4800- 6405		12.21	CLEANING SUPPLIES 11/12/2013 11/12/2013	2200445005 Supplies- Computer/Office/Meeting
1 05- 430- 700- 4800- 6405		15.10	CLEANING SUPPLIES 11/12/2013 11/12/2013	2200445005 Supplies- Computer/Office/Meeting
8239 Ameripride Linen & Apparel Services		32.13	3 Transactions	
10855 Culligan				
2 05- 400- 440- 0410- 6231		18.35	COOLER RENTAL SERVICE 12/01/2013 12/31/2013	150- 10016285- 1 Services Or Contracts
2 05- 420- 600- 4800- 6231		46.50	COOLER RENTAL SERVICE 12/01/2013 12/31/2013	150- 10016285- 1 Services Or Contracts
2 05- 430- 700- 4800- 6231		57.51	COOLER RENTAL SERVICE 12/01/2013 12/31/2013	150- 10016285- 1 Services Or Contracts
10855 Culligan		122.36	3 Transactions	
11051 Department of Human Services				
11 05- 420- 650- 4400- 6025		2,080.72	MA LTC UN 65 11/01/2013 11/30/2013	A300MM6S01I State/Fed Share - MA
12 05- 420- 650- 4400- 6025		2,946.81	MA ESTATE COLLECTIONS- FED 11/01/2013 11/30/2013	A300MM6S01I State/Fed Share - MA
13 05- 420- 650- 4400- 6025		1,473.40	MA ESTATE COLLECTIONS- ST 11/01/2013 11/30/2013	A300MM6S01I State/Fed Share - MA
14 05- 420- 650- 4400- 6025		100.00	MA RECIPIENT INEL- FED 11/01/2013 11/30/2013	A300MM6S01I State/Fed Share - MA
15 05- 420- 650- 4400- 6025		50.00	MA RECIPIENT INEL- ST 11/01/2013 11/30/2013	A300MM6S01I State/Fed Share - MA
3 05- 420- 610- 4100- 6011		37.50	MAXIS AFDC RECOV PRE TANF 09/01/2013 09/30/2013	A300MX01127I County Share- Afdc/Mfip
4 05- 420- 610- 4100- 6011		406.25	MAXIS MFIP RECOV TANF 09/01/2013 09/30/2013	A300MX01127I County Share- Afdc/Mfip
5 05- 420- 620- 4100- 6011		25.00	MAXIS GA RECOVERIES 09/01/2013 09/30/2013	A300MX01127I County Share - Ga
6 05- 420- 630- 4100- 6011		67.76	MAXIS SNAP RECOVERIES 09/01/2013 09/30/2013	A300MX01127I County Share- Food Support
7 05- 420- 610- 4100- 6011		18.75	MAXIS AFDC RECOV PRE TANF	A300MX01128I County Share- Afdc/Mfip

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8	05- 420- 610- 4100- 6011	412.51	MAXIS MFTP RECOV TANF 10/01/2013 10/31/2013	A300MX01128I	County Share- Afdc/Mfip
9	05- 420- 620- 4100- 6011	25.00	MAXIS GA RECOVERIES 10/01/2013 10/31/2013	A300MX01128I	County Share - Ga
10	05- 420- 630- 4100- 6011	23.55	MAXIS SNAP RECOVERIES 10/01/2013 10/31/2013	A300MX01128I	County Share- Food Support
11051	Department of Human Services	7,667.25	13 Transactions		
1491	Dutch's Electric, Inc				
16	05- 400- 440- 0410- 6231	13.94	3 LAMP ELECTRONIC BALLAST 11/20/2013 11/20/2013	21425	Services Or Contracts
16	05- 420- 600- 4800- 6231	35.30	3 LAMP ELECTRONIC BALLAST 11/20/2013 11/20/2013	21425	Services Or Contracts
16	05- 430- 700- 4800- 6231	43.66	3 LAMP ELECTRONIC BALLAST 11/20/2013 11/20/2013	21425	Services Or Contracts
1491	Dutch's Electric, Inc	92.90	3 Transactions		
2186	Hillyard Inc - Kansas City				
17	05- 400- 440- 0410- 6405	50.53	CLEANING/BATHROOM SUPPLIES 12/10/2013 12/10/2013	600959293	Supplies- Computer/Office/Meeting
17	05- 420- 600- 4800- 6405	128.03	CLEANING/BATHROOM SUPPLIES 12/10/2013 12/10/2013	600959293	Supplies- Computer/Office/Meeting
17	05- 430- 700- 4800- 6405	158.35	CLEANING/BATHROOM SUPPLIES 12/10/2013 12/10/2013	600959293	Supplies- Computer/Office/Meeting
2186	Hillyard Inc - Kansas City	336.91	3 Transactions		
11889	Honeywell International Inc.				
18	05- 400- 440- 0410- 6231	485.11	REPLACED HEATNG VALVE ACUTATOR 11/18/2013 11/18/2013	5227636936	Services Or Contracts
18	05- 420- 600- 4800- 6231	1,228.96	REPLACED HEATNG VALVE ACUTATOR 11/18/2013 11/18/2013	5227636936	Services Or Contracts
18	05- 430- 700- 4800- 6231	1,520.03	REPLACED HEATNG VALVE ACUTATOR 11/18/2013 11/18/2013	5227636936	Services Or Contracts
11889	Honeywell International Inc.	3,234.10	3 Transactions		
11428	Horizon Roofing				
19	05- 400- 440- 0410- 6231	225.00	ROOF REPAIRS	9117	Services Or Contracts

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19 05- 420- 600- 4800- 6231		570.00	11/25/2013 11/25/2013 ROOF REPAIRS	9117 Services Or Contracts
19 05- 430- 700- 4800- 6231		705.00	11/25/2013 11/25/2013 ROOF REPAIRS	9117 Services Or Contracts
11428 Horizon Roofing		1,500.00	3 Transactions	
2340 Hyytinen Hardware Hank				
20 05- 400- 440- 0410- 6405		1.44	11/04/2013 11/04/2013 RODS FOR HEAT VALVE HANDLES	1147094 Supplies- Computer/Office/Meeting
21 05- 400- 440- 0410- 6405		0.48	11/04/2013 11/04/2013 RODS FOR HEAT VALVE HANDLES	1147180 Supplies- Computer/Office/Meeting
20 05- 420- 600- 4800- 6405		3.64	11/04/2013 11/04/2013 RODS FOR HEAT VALVE HANDLES	1147094 Supplies- Computer/Office/Meeting
21 05- 420- 600- 4800- 6405		1.22	11/04/2013 11/04/2013 RODS FOR HEAT VALVE HANDLES	1147180 Supplies- Computer/Office/Meeting
20 05- 430- 700- 4800- 6405		4.51	11/04/2013 11/04/2013 RODS FOR HEAT VALVE HANDLES	1147094 Supplies- Computer/Office/Meeting
21 05- 430- 700- 4800- 6405		1.50	11/04/2013 11/04/2013 RODS FOR HEAT VALVE HANDLES	1147180 Supplies- Computer/Office/Meeting
2340 Hyytinen Hardware Hank		12.79	6 Transactions	
90182 Laboratory Corp Of America Holdings				
22 05- 420- 640- 4800- 6397		84.00	11/03/2013 11/19/2013 IVD GENETIC TEST 0015334512- 03	BILL #42958893 Genetic Tests Iv- D
90182 Laboratory Corp Of America Holdings		84.00	1 Transactions	
12492 LexisNexis Risk Data Management				
23 05- 430- 700- 4800- 6231		116.00	11/01/2013 11/30/2013 NOVEMBER 2013 SERVICES	1598721- 201311 Services Or Contracts
12492 LexisNexis Risk Data Management		116.00	1 Transactions	
2928 Lundberg Plumbing & Heating, Inc				
24 05- 400- 440- 0410- 6231		12.88	11/30/2013 11/30/2013 OBSERVATION ROOM REPAIRS	12868 Services Or Contracts
24 05- 420- 600- 4800- 6231		32.63	11/30/2013 11/30/2013 OBSERVATION ROOM REPAIRS	12868 Services Or Contracts
24 05- 430- 700- 4800- 6231		40.35	11/30/2013 11/30/2013 OBSERVATION ROOM REPAIRS	12868 Services Or Contracts

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2928 Lundberg Plumbing & Heating, Inc		85.86	11/30/2013 11/30/2013 3 Transactions	
89080 Meds- 1 Ambulance Service Inc				
25 05- 400- 401- 0000- 6813		160.00	AMBULANCE RUNS- NOV'13	Meds- 1 Hill City Ambulance
89080 Meds- 1 Ambulance Service Inc		160.00	1 Transactions	
89765 Minnesota Elevator, Inc				
26 05- 400- 440- 0410- 6231		22.76	ELEVATOR SERVICE- DEC'13 12/01/2013 12/31/2013	296649 Services Or Contracts
26 05- 420- 600- 4800- 6231		57.67	ELEVATOR SERVICE- DEC'13 12/01/2013 12/31/2013	296649 Services Or Contracts
26 05- 430- 700- 4800- 6231		71.33	ELEVATOR SERVICE- DEC'13 12/01/2013 12/31/2013	296649 Services Or Contracts
89765 Minnesota Elevator, Inc		151.76	3 Transactions	
12745 MJS CONSULTING, INC				
30 05- 420- 600- 4800- 6231		1,134.34	EDOCS- REG 3 EDMS IMLEMNTATION	50149 Services Or Contracts
31 05- 420- 600- 4800- 6231		1,191.17	EDOCS- REG 3 EDMS IMLEMNTATION	50155 Services Or Contracts
27 05- 420- 640- 4800- 6231		1,265.35	EDOCS- REG 3 CS PRJT DEFINITION	50161 Services Or Contracts
28 05- 420- 640- 4800- 6231		1,665.66	EDOCS- REG 3 CS PRJT DEFINITION	50168 Services Or Contracts
32 05- 420- 600- 4800- 6231		840.17	EDOCS- REG 3 EDMS IMLEMNTATION	50198 Services Or Contracts
29 05- 420- 640- 4800- 6231		498.43	EDOCS- REG 3 CS PRJT DEFINITION	50211 Services Or Contracts
33 05- 420- 600- 4800- 6231		507.00	EDOCS- REG 3 EDMS IMLEMNTATION	50218 Services Or Contracts
12745 MJS CONSULTING, INC		7,102.12	7 Transactions	
90318 Moore Medical Corp- LLC				
34 05- 400- 400- 0402- 6405		79.86	DP&C MEDICAL SUPPLIES 11/27/2013 11/27/2013	Supplies- Computer/Office/Meeting
35 05- 400- 410- 0413- 6405		16.89	WIC MEDICAL SUPPLIES 11/27/2013 11/27/2013	Supplies- Computer/Office/Meeting
36 05- 400- 430- 0408- 6405		16.90	UHV SUPPLIES 11/27/2013 11/27/2013	Supplies- Computer/Office/Meeting
90318 Moore Medical Corp- LLC		113.65	3 Transactions	
12449 NEOPOST USA INC				
37 05- 400- 440- 0410- 6231		142.36	MAIL MACHINE CONTRACT 01/01/2014 12/31/2014	51148369 Services Or Contracts

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37 05- 420- 600- 4800- 6231		360.64	MAIL MACHINE CONTRACT 01/01/2014 12/31/2014	51148369 Services Or Contracts
37 05- 430- 700- 4800- 6231		446.05	MAIL MACHINE CONTRACT 01/01/2014 12/31/2014	51148369 Services Or Contracts
12449 NEOPOST USA INC		949.05	3 Transactions	
3810 Paulbeck's County Market				
38 05- 400- 440- 0410- 6405		1.68	AGENCY CLEANING SUPPLIES 11/13/2013 11/13/2013	000009273744 Supplies- Computer/Office/Meeting
39 05- 400- 440- 0410- 6405		2.64	AGENCY SUPPLIES 11/19/2013 11/19/2013	000009273744 Supplies- Computer/Office/Meeting
40 05- 400- 440- 0410- 6405		1.06	AGENCY MOUSE CNTRL SUPP 11/21/2013 11/21/2013	000009273744 Supplies- Computer/Office/Meeting
38 05- 420- 600- 4800- 6405		4.24	AGENCY CLEANING SUPPLIES 11/13/2013 11/13/2013	000009273744 Supplies- Computer/Office/Meeting
39 05- 420- 600- 4800- 6405		6.68	AGENCY SUPPLIES 11/19/2013 11/19/2013	000009273744 Supplies- Computer/Office/Meeting
40 05- 420- 600- 4800- 6405		2.67	AGENCY MOUSE CNTRL SUPP 11/21/2013 11/21/2013	000009273744 Supplies- Computer/Office/Meeting
38 05- 430- 700- 4800- 6405		5.25	AGENCY CLEANING SUPPLIES 11/13/2013 11/13/2013	000009273744 Supplies- Computer/Office/Meeting
39 05- 430- 700- 4800- 6405		8.26	AGENCY SUPPLIES 11/19/2013 11/19/2013	000009273744 Supplies- Computer/Office/Meeting
40 05- 430- 700- 4800- 6405		3.30	AGENCY MOUSE CNTRL SUPP 11/21/2013 11/21/2013	000009273744 Supplies- Computer/Office/Meeting
3810 Paulbeck's County Market		35.78	9 Transactions	
9469 PFI				
41 05- 420- 640- 4800- 6379		74.00	IVD SERVICE 0014119909- 02 11/20/2013 11/20/2013	30044113 Other Iv- D Charges
9469 PFI		74.00	1 Transactions	
4070 Riley Auto Supply				
42 05- 400- 440- 0410- 6405		16.76	BELTS- AIR HANDLING SYSTEM 11/04/2013 11/04/2013	542161 Supplies- Computer/Office/Meeting
42 05- 420- 600- 4800- 6405		42.47	BELTS- AIR HANDLING SYSTEM 11/04/2013 11/04/2013	542161 Supplies- Computer/Office/Meeting
42 05- 430- 700- 4800- 6405		52.52	BELTS- AIR HANDLING SYSTEM	542161 Supplies- Computer/Office/Meeting

SLM1
 12/13/13 1:27PM
 Health & Human Services

Aitkin County



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4070 Riley Auto Supply		111.75	11/04/2013 11/04/2013 3 Transactions	
89003 Seven County Process Servers LLC				
44 05- 420- 640- 4800- 6379		15.00	IVD SERVICE 0011917563- 03 12/02/2013 12/02/2013	6187 Other Iv- D Charges
43 05- 420- 640- 4800- 6379		15.00	IVD SERVICE 0011917563- 03 12/06/2013 12/06/2013	6225 Other Iv- D Charges
89003 Seven County Process Servers LLC		30.00	2 Transactions	
86177 Sheriff Aitkin County				
45 05- 420- 600- 4800- 6265		75.00	FRAUD- JULY- SEPT'13	13- 0335 Sheriff - Fraud Investigation
46 05- 420- 640- 4800- 6270		50.00	IVD SERVICE 0012457935- 01 12/04/2013 12/04/2013	2467 Aitkin Co Sheriff Fees Iv- D
86177 Sheriff Aitkin County		125.00	2 Transactions	
90995 Sheriff Polk County				
47 05- 420- 640- 4800- 6379		64.38	IVD SERVICE 0015309990- 01 12/04/2013 12/04/2013	DKT #13- 001153 Other Iv- D Charges
90995 Sheriff Polk County		64.38	1 Transactions	
12794 Sheriff Roseau County				
48 05- 420- 640- 4800- 6379		97.00	IVE SERVICE 0014216155- 02 11/27/2013 11/27/2013	Other Iv- D Charges
12794 Sheriff Roseau County		97.00	1 Transactions	
4507 Sorenson Root Thompson Funeral Home				
49 05- 420- 650- 4800- 6810		2,000.00	COUNTY BURIAL 11/17/2013 11/17/2013	County Burials
4507 Sorenson Root Thompson Funeral Home		2,000.00	1 Transactions	
90805 Temco				
50 05- 400- 440- 0410- 6231		3.00	WELD CHAIR 11/29/2013 11/29/2013	16633 Services Or Contracts
50 05- 420- 600- 4800- 6231		7.60	WELD CHAIR 11/29/2013 11/29/2013	16633 Services Or Contracts
50 05- 430- 700- 4800- 6231		9.40	WELD CHAIR 11/29/2013 11/29/2013	16633 Services Or Contracts

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90805 Temco		20.00	3 Transactions	
86235 The Office Shop Inc				
51 05- 400- 450- 0451- 6405		4.23	SHIP- HSFO- NOTEBOOK COVERS 11/13/2013 11/13/2013	268837- 0 Supplies- Computer/Office/Meeting
53 05- 400- 440- 0410- 6231		56.01	OSS PRINTER CLEANING/REPAIR 11/14/2013 11/14/2013	948238- 0 Services Or Contracts
52 05- 420- 600- 4800- 6405		96.18	IM TONER(EF) 11/13/2013 11/13/2013	948106- 0 Supplies- Computer/Office/Meeting
53 05- 420- 600- 4800- 6231		141.90	OSS PRINTER CLEANING/REPAIR 11/14/2013 11/14/2013	948238- 0 Services Or Contracts
53 05- 430- 700- 4800- 6231		175.51	OSS PRINTER CLEANING/REPAIR 11/14/2013 11/14/2013	948238- 0 Services Or Contracts
86235 The Office Shop Inc		473.83	5 Transactions	
10930 Tidholm Productions				
55 05- 400- 440- 0410- 6405		83.16	AGENCY #10 ENVELOPES 12/05/2013 12/05/2013	67604733 Supplies- Computer/Office/Meeting
54 05- 400- 440- 0410- 6405		42.24	AGENCY #9 ENVELOPES 12/02/2013 12/02/2013	67614738 Supplies- Computer/Office/Meeting
55 05- 420- 600- 4800- 6405		210.67	AGENCY #10 ENVELOPES 12/05/2013 12/05/2013	67604733 Supplies- Computer/Office/Meeting
54 05- 420- 600- 4800- 6405		106.99	AGENCY #9 ENVELOPES 12/02/2013 12/02/2013	67614738 Supplies- Computer/Office/Meeting
55 05- 430- 700- 4800- 6405		260.57	AGENCY #10 ENVELOPES 12/05/2013 12/05/2013	67604733 Supplies- Computer/Office/Meeting
54 05- 430- 700- 4800- 6405		132.33	AGENCY #9 ENVELOPES 12/02/2013 12/02/2013	67614738 Supplies- Computer/Office/Meeting
10930 Tidholm Productions		835.96	6 Transactions	
Final Total		25,628.58	27 Vendors	93 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	25,628.58	Health & Human Services	
All Funds		25,628.58	Total	Approved by,
			
			

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>
57 6094 AADA 05- 430- 710- 3440- 6050		300.00	Deposit Fee - Housing services 12/10/2013 12/10/2013	Housing Services- Child
6094 AADA		300.00	1 Transactions	
5 88284 AITKIN CO RECORDER 05- 430- 710- 3460- 6065		26.00	Adolescent life skills trainin 12/09/2013 12/09/2013	Self Funds - Adolescent Life Skills
53 05- 430- 710- 3460- 6065		26.00	Adolescent life skills trainin 12/09/2013 12/09/2013	Self Funds - Adolescent Life Skills
88284 AITKIN CO RECORDER		52.00	2 Transactions	
71 86222 AITKIN INDEPENDENT AGE 05- 430- 720- 3020- 6069		60.00	Child Care Advertising - Commu 11/16/2013 11/20/2013	Community Ed & Prevent/Advertising
86222 AITKIN INDEPENDENT AGE		60.00	1 Transactions	
24 8125 BACKSTROM/MARILYN 05- 430- 750- 3950- 6020		43.75	Public guardianship 11/01/2013 11/30/2013	Public Guardianship Dd
29 05- 430- 750- 3950- 6020		35.00	Public guardianship 11/01/2013 11/30/2013	Public Guardianship Dd
8125 BACKSTROM/MARILYN		78.75	2 Transactions	
26 9791 BIEGANEK/JOAN M 05- 430- 760- 3950- 6020		105.00	Guardianship/Conservator Activ 11/01/2013 11/30/2013	Guardianship/Conservatorship
9791 BIEGANEK/JOAN M		105.00	1 Transactions	
6 12505 BLEGEN/DARLA 05- 430- 740- 3890- 6020		100.00	Child respite care 12/06/2013 12/08/2013	Child Mh Respite
7 05- 430- 740- 3890- 6020		100.00	Child respite care 11/29/2013 12/01/2013	Child Mh Respite
12505 BLEGEN/DARLA		200.00	2 Transactions	
60 12216 BRAINERD AREA EDUCATION CENTER 05- 430- 710- 3650- 6027		40.00	GED testing fees - Services fo	Serv For Concurrent Perm Plan

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/Formular Description</u>
<u>No.</u> <u>Account/Formular</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u> <u>On Behalf of Name</u>
12216 BRAINERD AREA EDUCATION CENTER		40.00	11/18/2013 11/19/2013 1 Transactions	
9 12734 CARITAS MENTAL HEALTH CLINIC 05- 430- 745- 3085- 6020		937.50	Adult outpatient diagnostic as 11/06/2013 11/06/2013	Adult Outpat Diagnostic Assess/Psyc
12 05- 430- 745- 3085- 6020		75.00	Adult outpatient diagnostic as 11/02/2013 11/02/2013	Adult Outpat Diagnostic Assess/Psyc
13 05- 430- 745- 3085- 6020		12.87	Adult outpatient diagnostic as 11/02/2013 11/02/2013	Adult Outpat Diagnostic Assess/Psyc
12734 CARITAS MENTAL HEALTH CLINIC		1,025.37	3 Transactions	
70 87882 Central MN Mental Health Ctr 05- 430- 730- 3710- 6080		650.00	Detoxification (Category I) 11/22/2013 11/23/2013	Detoxification - Other
87882 Central MN Mental Health Ctr		650.00	1 Transactions	
48 12191 COOPER/SHIRLIE 05- 430- 710- 3820- 6040		87.00	Relative custody assistance 12/01/2013 12/31/2013	Relative Custody Assistance
49 05- 430- 710- 3820- 6040		150.00	Relative custody assistance 12/01/2013 12/31/2013	Relative Custody Assistance
12191 COOPER/SHIRLIE		237.00	2 Transactions	
68 11051 Department of Human Services 05- 430- 720- 3110- 6069		361.42	BSFE County Match 10/01/2013 10/31/2013	Bsf Child Care
69 05- 430- 730- 3590- 6072		2,125.70	CCDTF Maintenance of Effort 10/01/2013 10/31/2013	Ccdtf County % State Billings
11051 Department of Human Services		2,487.12	2 Transactions	
1 10342 DHS- Anoka Metro Rtc 05- 430- 745- 3721- 6081		12,132.00	State- operated inpatient 10/01/2013 10/16/2013	Commitment Costs - Poor Relief
2 05- 430- 745- 3721- 6081		18,855.15	State- operated inpatient 09/01/2013 09/30/2013	Commitment Costs - Poor Relief
10342 DHS- Anoka Metro Rtc		30,987.15	2 Transactions	

Aitkin County

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



<u>Vendor Name</u>	<u>Accr</u>	<u>Rpt</u>	<u>Amount</u>	<u>Warrant Description</u>	<u>Service Dates</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No. Account/Formula</u>						<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
10 91345 ELVECROG/ROBERTA C 05- 430- 750- 3950- 6020			35.00	Public guardianship	11/01/2013 11/30/2013		Public Guardianship Dd
15 05- 430- 750- 3950- 6020			35.00	Public guardianship	11/01/2013 11/30/2013		Public Guardianship Dd
16 05- 430- 750- 3950- 6020			105.00	Public guardianship	11/01/2013 11/30/2013		Public Guardianship Dd
91345 ELVECROG/ROBERTA C			175.00	3 Transactions			
31 10030 GORDON/DOROTHY 05- 430- 710- 3820- 6040			87.00	Relative custody assistance	12/01/2013 12/31/2013		Relative Custody Assistance
10030 GORDON/DOROTHY			87.00	1 Transactions			
51 12811 Guimont/Laura 05- 430- 740- 3890- 6020			94.32	Child respite care	10/20/2013 11/06/2013		Child Mh Respite
52 05- 430- 740- 3890- 6020			150.00	Child respite care	11/16/2013 11/18/2013		Child Mh Respite
12811 Guimont/Laura			244.32	2 Transactions			
47 11320 Larson/Katherine A 05- 430- 710- 3670- 6020			200.00	Respite - Parent support outre	11/07/2013 11/10/2013		PSOP - Parent Support Outreach Services
22 05- 430- 710- 3890- 6020			134.28	Respite care	11/01/2013 11/17/2013		Respite Care - Non Foster Care
11320 Larson/Katherine A			334.28	2 Transactions			
3 11589 Lutheran Social Service of MN- Mankato 05- 430- 750- 3950- 6020			176.43	Public guardianship	11/04/2013 11/25/2013		Public Guardianship Dd
11589 Lutheran Social Service of MN- Mankato			176.43	1 Transactions			
19 11072 Lutheran Social Service Of Mn- St Paul 05- 430- 760- 3950- 6020			291.49	Guardianship/Conservatorship	10/01/2013 10/31/2013		Guardianship/Conservatorship
11072 Lutheran Social Service Of Mn- St Paul			291.49	1 Transactions			

Aitkin County

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



<u>Vendor Name</u>	<u>Accr</u>	<u>Rpt</u>	<u>Amount</u>	<u>Warrant Description</u>	<u>Service Dates</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No. Account/Formula</u>						<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
25 86058 Martin/Patricia			105.00	Guardianship/conservatorship	11/01/2013 11/30/2013		Guardianship/Conservatorship
86058 Martin/Patricia			105.00	1 Transactions			
18 91221 McCormick/John			268.00	Relative custody assistance	12/01/2013 12/31/2013		Relative Custody Assistance
91221 McCormick/John			268.00	1 Transactions			
40 10593 Morrison/Debra			64.29	Relative custody assistance	12/01/2013 12/31/2013		Relative Custody Assistance
41 10593 Morrison/Debra			64.29	Relative custody assistance	12/01/2013 12/31/2013		Relative Custody Assistance
55 12538 North Homes, Inc			46.50	Mileage for in- home services -	11/20/2013 11/30/2013		Family Assessment Response Services
56 12538 North Homes, Inc			166.40	In- home services - Family asse	11/20/2013 11/30/2013		Family Assessment Response Services
21 10977 NORTHERN PSYCHIATRIC ASSOCIATES			457.83	Child outpatient diagnostic as	11/08/2013 11/08/2013		Child Outpat Assess/Psyc. Testing
64 10977 NORTHERN PSYCHIATRIC ASSOCIATES			457.79	Child outpatient diagnostic as	11/08/2013 11/08/2013		Child Outpat Assess/Psyc. Testing
66 10977 NORTHERN PSYCHIATRIC ASSOCIATES			180.00	Clinical supervision- Child Rul	11/06/2013 11/06/2013		Child Rule 79 Case Mgmt
67 10977 NORTHERN PSYCHIATRIC ASSOCIATES			180.00	Clinical supervision- CSP 25%	11/06/2013 11/06/2013		Pyschosocial Rehab/Ind Living Skills Csp
65 10977 NORTHERN PSYCHIATRIC ASSOCIATES			360.00	Clinical supervision- Adult Rul	11/06/2013 11/06/2013		Adult Rule 79 Case Mgmt
10977 NORTHERN PSYCHIATRIC ASSOCIATES			1,635.62	5 Transactions			
3639 NORTHLAND COUNSELING CTR INC							

Aitkin County

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



<u>Vendor Name</u>	<u>Accr</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No. Account/Formula</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>	
63 05- 430- 730- 3710- 6020	975.00	Detoxification (Category I)			Detoxification - Grand Rapids
		11/06/2013 11/25/2013			
3639 NORTHLAND COUNSELING CTR INC	975.00	1 Transactions			
90748 OAKRIDGE HOMES SILS					
14 05- 430- 750- 3340- 6073	630.00	Semi- Independent Living Serv			Semi- Independent Living Serv (Sils)
		11/01/2013 11/30/2013			
30 05- 430- 750- 3340- 6073	283.50	Semi- Independent Living Serv			Semi- Independent Living Serv (Sils)
		11/01/2013 11/30/2013			
32 05- 430- 750- 3340- 6073	347.16	Semi- Independent Living Serv			Semi- Independent Living Serv (Sils)
		11/01/2013 11/30/2013			
90748 OAKRIDGE HOMES SILS	1,260.66	3 Transactions			
12493 Oakridge Support Services - Woodview					
38 05- 430- 745- 3030- 6071	216.18	Client outreach (CSP)			Client Outreach - Csp
		11/13/2013 11/26/2013			
39 05- 430- 745- 3030- 6071	252.21	Client outreach (CSP)			Client Outreach - Csp
		10/08/2013 10/30/2013			
44 05- 430- 745- 3030- 6071	117.10	Client outreach (CSP)			Client Outreach - Csp
		11/11/2013 11/25/2013			
45 05- 430- 745- 3030- 6071	324.27	Client outreach (CSP)			Client Outreach - Csp
		10/07/2013 10/30/2013			
12493 Oakridge Support Services - Woodview	909.76	4 Transactions			
89879 OCCUPATIONAL DEVELOPMENT CENTER					
34 05- 430- 745- 3160- 6050	108.75	Transportation for employment			Adult Transportation
		11/01/2013 11/30/2013			
33 05- 430- 760- 3370- 6050	255.00	Employability- supported employ			Employability - Txx
		11/01/2013 11/30/2013			
89879 OCCUPATIONAL DEVELOPMENT CENTER	363.75	2 Transactions			
12676 OESTREICH/LINDA J					
17 05- 430- 710- 3820- 6040	34.80	Relative custody assistance			Relative Custody Assistance
		12/01/2013 12/31/2013			
12676 OESTREICH/LINDA J	34.80	1 Transactions			
3810 PAULBECK'S COUNTY MARKET					
43 05- 430- 710- 3930- 6020	362.00	Grocery gift card - General ca			General Case Management

Aitkin County

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



<u>Vendor Name</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>Accr</u>		<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
	3810 PAULBECK'S COUNTY MARKET		362.00	11/20/2013 1 Transactions	11/20/2013	
50	12669 PETERS/RENEE D. 05- 430- 710- 3820- 6040		57.00	Relative custody assistance 12/01/2013 1 Transactions	12/31/2013	Relative Custody Assistance
4	9489 Redwood Toxicology Laboratory, Inc 05- 430- 710- 3190- 6020		6.75	Drug testing - Court- related s 11/23/2013 1 Transactions	11/23/2013	Court Related Services & Activities
11	05- 430- 710- 3190- 6020		6.75	Drug testing - Court- related s 11/07/2013 1 Transactions	11/07/2013	Court Related Services & Activities
59	05- 430- 710- 3190- 6020		6.75	Drug testing - Court- related s 11/29/2013 3 Transactions	11/29/2013	Court Related Services & Activities
58	11824 RIVERVIEW PSYCHOLOGICAL SERVICES 05- 430- 740- 3050- 6020		745.07	Child outpatient diagnostic as 10/07/2013 1 Transactions	10/07/2013	Child Outpat Assess/Psyc. Testing
23	4242 Ryan & Brucker Ltd 05- 430- 750- 3950- 6020		26.25	Public guardianship 10/01/2013 1 Transactions	10/31/2013	Public Guardianship Dd
27	88890 SCHARER/SHIRLEY 05- 430- 750- 3950- 6020		70.00	Public guardianship 10/01/2013 1 Transactions	10/31/2013	Public Guardianship Dd
28	05- 430- 750- 3950- 6020		35.00	Public guardianship 09/01/2013 1 Transactions	09/30/2013	Public Guardianship Dd
35	05- 430- 750- 3950- 6020		17.50	Public guardianship 09/01/2013 1 Transactions	09/30/2013	Public Guardianship Dd
36	05- 430- 750- 3950- 6020		35.00	Public guardianship 10/01/2013 1 Transactions	10/31/2013	Public Guardianship Dd
37	05- 430- 750- 3950- 6020		70.00	Public guardianship 09/01/2013 1 Transactions	09/30/2013	Public Guardianship Dd

SLM1
 12/13/13 2:03PM
 Health & Human Services

Aitkin County

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



<u>Vendor Name</u>	<u>Accr</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No. Account/Formula</u>			<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
88890 SCHARRER/SHIRLEY			227.50 5 Transactions		
46 12573 SCHLEIFER/DANI			341.60 Relative custody assistance		Relative Custody Assistance
			12/01/2013 12/31/2013		
54 12573 SCHLEIFER/DANI			48.00 Relative custody assistance		Relative Custody Assistance
			12/01/2013 12/31/2013		
62 86177 SHERIFF AITKIN COUNTY			10.00 Day Care Background Check - Li		License And Resource Development
			12/02/2013 12/02/2013		
86177 SHERIFF AITKIN COUNTY			10.00 1 Transactions		
42 12214 Shopko Store Operating Co. LLC			161.48 Clothing & Trac Fone minutes -		General Case Management
			11/20/2013 11/20/2013		
12214 Shopko Store Operating Co. LLC			161.48 1 Transactions		
20 9140 SIMAR/CANDACE			70.00 Public guardianship		Public Guardianship Dd
			11/01/2013 11/30/2013		
8 9140 SIMAR/CANDACE			70.00 Guardianship/conservatorship		Guardianship/Conservatorship
			11/01/2013 11/30/2013		
61 90847 STATE FIRE MARSHALL			50.00 Child Foster Care - Licensing		License & Resource Development
			12/11/2013 12/11/2013		
90847 STATE FIRE MARSHALL			50.00 1 Transactions		
Final Total			45,614.13	39 Vendors	71 Transactions

Aitkin County

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
	5	45,614.13	Health & Human Services	
	All Funds	45,614.13	Total	Approved by,
			
			

AITKIN COUNTY HEALTH & HUMAN SERVICES
Advisory Committee
Application Form

NAME: Darlene C Hlidek
(First) (MI) (Last)

ADDRESS: 44893 US Hwy 169 HOME PHONE: (218) 845-2770
Palisade, MN 56469 BUSINESS PHONE: Same

CELL PHONE: (612) 269-6616

E-MAIL ADDRESS: dhlidek@frontiernet.net

EMPLOYER: Self OCCUPATION: Antique shop part time

EMPLOYER ADDRESS: Same as above

1. Please state your reason for applying: I would like to become involved with the Aitkin County Health Community again.
2. What has been your past involvement with Public Health Services, Social Services, Financial Services and other civic and community activities: Coordinating health related programs for youth and adults, writing grant proposals, serving on boards. Lions Club
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: *Darlene C. Hlidek* Date: 11/25/2013

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

DEC 02 2013

**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: Darlene C. Hlidek

STREET ADDRESS OF APPLICANT:

44892 US Hwy 169

Palisade MN, 56469

AITKIN COUNTY COMMISSIONER DISTRICT 4

PHONE NUMBERS:

DAYS Home: (218) 845-2770

EVENING: Cell: (612) 269-6616

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)

See attached

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

Darlene C. Hlidek
Signature of Applicant

11/25/2013
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 X

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

**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 #: _____

DEC 02 2013

**APPLICATION FOR SERVICE ON AITKIN COUNTY
HEALTH & HUMAN SERVICES ADVISORY COMMITTEE**

Darlene Hlidek

Education:

- .Nursing degree, Scottsbluff, Nebraska, 1969 (no longer registered)
- .Bachelor Degree in Elementary Education, U of Wis., River Falls, WI, 1976
- .PH.D. Education (Emphasis on School and Community Health) 1984, U. of Minn.

Aitkin County Health and Human Services (Then Public Health Dept.) 1985 to 1997??:

- .Coordinated health and health education programs for youth and adults
- .Chemical health programs in all three Aitkin County public school districts
- .Summer youth job program emphasizing chemical health
- .Called volunteers for Hospice program
- .Facilitated a grief group for adults
- .Coordinated Heart Health program for Aitkin County
- .Involved in organizing C.A.R.E. (Coordinating Area Resources Effectively)
- .Involved in producing first Community Resource Directory
- .Wrote and was involved in writing a number of successful grant proposals
- .Read grant proposals for the Minnesota Department of Education

Other:

- .School Nurse River Falls Wisconsin School District - 6 years
- .Taught health education classes U. of Minn. to prospective teachers - 5 years
- .Member Mille Lacs Energy Board of Directors – 16 years
- .Member Lions Club - 25 years
- .Distributed eye glasses in Mexico, Lion's Club Vision Program - 2 years

AITKIN COUNTY HEALTH & HUMAN SERVICES

Advisory Committee

Application Form

NAME: GAYLE P JANZEN
(First) (MI) (Last)

ADDRESS: 36065 State Highway #47 HOME PHONE: (218) 927-2477
Aitkin, MN 56431 BUSINESS PHONE: _____
CELL PHONE: (218) 330-0701

E-MAIL ADDRESS: bgjanzen@centurylink.net

EMPLOYER: Retired OCCUPATION: _____

EMPLOYER ADDRESS: _____

- 1. Please state your reason for applying: I have resided in Aitkin County for the past 3yrs and would like to be involved in the community and feel my past experience would be a benefit to the committee and the people of Aitkin Co.
- 2. What has been your past involvement with Public Health Services, Social Services, Financial Services and other civic and community activities: I worked as a Financial Worker and Supervisor in Crow Wing County, A financial Supervisor (Stream Maintenance) in Morrison County and a Health Care Advisor for DHS
- 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: Gayle Janzen Date: 12/4/13

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

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

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

NAME OF AGENCY OR COMMITTEE YOU WISH TO SERVE ON:

Aitkin County Health & Human Services Advisory Committee

NAME OF APPLICANT: Gayle JANZEN

STREET ADDRESS OF APPLICANT:

36065 State Highway 47

AITKIN, MN 56431

PHONE NUMBERS:

DAYS (218) 927-2477

EVENINGS SAME

AITKIN COUNTY COMMISSIONER DISTRICT 1

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 worked as a financial worker and at a later date was promoted to be the Medical Assistance Supervisor in Crow Wing County. I later was asked to work at DHS as a Health Care Advisor for other staffs and counties. I moved back up to the area in 1997 and became the Income Maintenance Supervisor for all Public Assistance programs, supervising 17 staff and remained in that position until my retirement in 2007. I worked closely with the county board, public health, social services and the community in Morrison County.

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

Gayle Janzen
Signature of Applicant

12/4/13
Date

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

Is this application submitted by appointing authority? Yes _____ No

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

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

For Office Use Only

Date Appointed: _____

Date of Term Expiration: _____

Term #: _____

AITKIN COUNTY HEALTH & HUMAN SERVICES

Advisory Committee

Application Form

NAME: Joy (First) Ann (MI) Janzen (Last)ADDRESS: 36208 Deer St HOME PHONE: 218-937-6119Aitkin, Mn. 56431 BUSINESS PHONE: Retired.

CELL PHONE: _____

E-MAIL ADDRESS: janze003@umn.eduEMPLOYER: Retired OCCUPATION: _____

EMPLOYER ADDRESS: _____

1. Please state your reason for applying: I am interested in serving on the board to help where I can. I feel we need community input and I serve the community in many capacity.
2. What has been your past involvement with Public Health Services, Social Services, Financial Services and other civic and community activities: Served as Nutrition Educator for 11 years, Aitkin Riverboat Lions, Community Med Board, Aitkin Co. Fair Board, St. John's Lutheran Financial Board.
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: Joy Janzen Date: 12-9-2013

PLEASE COMPLETE AND SUBMIT THIS APPLICATION TO:

Aitkin County Health & Human Services

Attention: Julie

204 - 1st Street NW

Aitkin, MN 56431

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

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

NAME OF AGENCY OR COMMITTEE YOU WISH TO SERVE ON:

Aitkin County Health & Human Services Advisory Committee

NAME OF APPLICANT:

Joy Janzen

STREET ADDRESS OF APPLICANT:

36208 Deer St
Aitkin, Mn. 56431

PHONE NUMBERS:

DAYS 218-927-6119

EVENINGS same.

AITKIN COUNTY COMMISSIONER DISTRICT 2

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

I have always been involved in Community Service. I have served the last four years on the Community Meal Board and took the Food Service Course and am Certified to work in Kitchens. I served 10 years on Aitkin Co. Fair Board and serve as Superintendant of Home Activities Building. Member of Riverboat Lions and I have been president and on their board. Financed board for St. John's Lutheran. Mrs. Santos for Nursing Homes.

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

Joy Janzen
Signature of Applicant

12-9-2013
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: JAMES R CARLSON
 (First) (MI) (Last)

ADDRESS: 50925 202ND PL. HOME PHONE: 218-426-4256

McGREGOR, MN
55760

BUSINESS PHONE: N/A

CELL PHONE: N/A

E-MAIL ADDRESS: carlsona@frontier.net

EMPLOYER: RETIRED OCCUPATION: _____

EMPLOYER ADDRESS: _____

1. Please state your reason for applying: I AM INTERESTED^{IN} AND IMPRESSED BY THE SCOPE OF SERVICES PROVIDED
2. What has been your past involvement with Public Health Services, Social Services, Financial Services and other civic and community activities: 6 YEARS ON H+HS ADVISORY Comm
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: James R Carlson Date: 12/6/13

PLEASE COMPLETE AND SUBMIT THIS APPLICATION TO:

Aitkin County Health & Human Services
 Attention: Julie
 204 - 1st Street NW
 Aitkin, MN 56431

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

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

NAME OF AGENCY OR COMMITTEE YOU WISH TO SERVE ON:

Aitkin County Health & Human Services Advisory Committee

NAME OF APPLICANT:

JAMES R. CARLSON

STREET ADDRESS OF APPLICANT:

50925 202ND PL.

MCGREGOR, MN 55760

PHONE NUMBERS:

DAYS 218-426-4256

EVENINGS SAME

*

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

James R. Carlson
Signature of Applicant

12/6/13
Date

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

*

Is this application submitted by appointing authority? Yes _____ No X

*

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

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: Robert B Lewis
(First) (MI) (Last)

ADDRESS: 42555 25th HOME PHONE: 218-768-4012
Mr. Brown BUSINESS PHONE: _____

CELL PHONE: _____

E-MAIL ADDRESS: rb@lewislaw.com

EMPLOYER: retired OCCUPATION: _____

EMPLOYER ADDRESS: _____

1. Please state your reason for applying: I am interested in the COORDINATION & INTEGRATION of all health providers in Aitkin County
2. What has been your past involvement with Public Health Services, Social Services, Financial Services and other civic and community activities: none

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: Robert B Lewis Date: Dec 1, 2013

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

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

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

NAME OF AGENCY OR COMMITTEE YOU WISH TO SERVE ON:

Aitkin County Health & Human Services Advisory Committee

NAME OF APPLICANT:

Robert B. Lewis

STREET ADDRESS OF APPLICANT:

42568 255th Place
McGregor MN 55760

PHONE NUMBERS:

DAYS 218-768-4012

EVENINGS

same

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)

McGregor School Board 8 yrs

Riverwood Hospital Bd - 9 yrs

McGregor Lions Club 22 yrs

HHS Advisory Committee 4 yrs

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

Signature of Applicant

Robert B. Lewis

Date

Dec 2, 2013

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 and Human Services

204 - 1ST Street N.W.

Aitkin, MN

LETTER OF AGREEMENT

Aitkin County Health and Human Services hereafter referred to as "ACH&HS" and Mark Heggem, MD, a medical doctor practicing at Riverwood Healthcare Center, 200 Bunker Hill Drive, Aitkin, MN 56431, enter into this agreement for the purpose of Public Health Medical Consultant, beginning January 1, 2014 through December 31, 2014.

Witnessed

Whereas, Aitkin County Health and Human Services is desirous of contracting with Mark Heggem, medical consultant; and

Whereas, Mark Heggem, MD, is desirous of providing Medical Consultation, the following is agreed upon:

1. Mark Heggem, MD to review and sign all new and existing standing medical orders and vaccine protocols on an annual basis or as requested.
2. Authorize approval of vaccine orders as noted in ACH&HS vaccine protocols.
3. To be the Public Health medical contact regarding Public Health DP&C (Disease, Prevention & Control) issues as they arise.
4. To provide general consultative services as needed.
5. The agreement will be reviewed on an annual basis.
6. The Contractor agrees to carry all necessary Workers' Comp. and Liability Insurance.
7. The agreement may be canceled by either party within a 30 day written notice.

IN WITNESS WHEREOF, THE County and the Provider have executed this agreement this

_____ Day of _____, ~~2012~~ 2013
M

Director, Aitkin County Health and Human Services

Date

Chairman, Aitkin County Board of Commissioners

Date



Dr. Mark Heggem

w/22/13

Date

Aitkin County Attorney

Date

AMBULANCE SERVICE CONTRACT

VI. - B. - 1.

THIS AGREEMENT between the Aitkin County Board of Commissioners, Aitkin, Minnesota, hereinafter referred to as the "County" and McGregor Area Ambulance Service, PO Box 100, McGregor, Minnesota, 55760, hereinafter referred to as the "Contractor". The Contractor agrees to furnish ambulance service in Aitkin County, Minnesota, under the following terms and conditions:

1. Contractor agrees to furnish efficient and prompt ambulance service to all persons desiring the same within the state license service area, and shall have not less than one (1) ambulance in service capable of rendering efficient service. Ambulances shall be equipped in accordance with the current State of Minnesota regulations and licensure.
2. Contractor shall man ambulances with personnel in sufficient number to furnish service adequate to the needs of calls or emergencies normally encountered. Ambulance drivers and attendants shall have received training, which meet the requirements of Minnesota Statutes.
3. Ambulance service shall be provided by the Contractor on a twenty-four (24) hour, seven (7) day basis. The Contractor shall immediately respond to requests for service initiated by any person.
4. All patients shall be taken to hospitals as determined by applicable Minnesota Statutes and/or Rules. All patients shall be taken to the hospital of their choice within a reasonable distance if said choice is not contrary to applicable Minnesota Statutes and/or Rules. Should the patient indicate a preference, said patient shall be taken to the hospital where the appropriate care can be provided.
5. The County agrees to pay the Contractor a fee of \$45.00 per request for service, and \$55.00 per no load runs, to a maximum of \$13,000.00 per calendar year. This agreement shall not include transfers from the local hospital to other tertiary care facilities outside the County. The County will reimburse the Contractor on a monthly basis after receiving a monthly receipt of ambulance runs in Aitkin County. This itemization will include dates of service, type of service (emergency or no load run). In addition, the Contractor shall be privileged to charge each person requesting transportation a reasonable service fee in accordance with a schedule from time to time set by the Contractor.
6. Each of the parties shall defend, indemnify, save and hold the other party harmless from the liability arising out of the actions of the indemnifying party in connection with the operation of the ambulances or any other services performed under the terms of the contract.
7. The Contractor does further agree that, in order to protect itself as well as the Agency under the indemnity agreement provision hereinabove set forth, it will, at all times during this contract, have and keep in force a liability insurance policy **naming the County as an insured or additional insured** in the amount at least equal to the maximum liability limits set forth in Minnesota Statutes 466.04, subd. 1(a)(3), of at least **\$500,000** bodily injury per occurrence, up to **\$1,500,000.00** per accident and \$50,000.00 property damage and agrees to provide a certificate of insurance or other document demonstrating that such insurance has been procured to the County.

8. Contractor shall also procure motor vehicle insurance and worker's compensation insurance as required under applicable Minnesota laws and agrees to provide certificates of insurance or other documents demonstrating that such insurance has been procured.
9. The term of the contract shall be for a period of twelve (12) months, commencing not later than January 1, 2014, and terminating December 31, 2014.
10. The Contractor shall not sell, assign, or in any way divest itself of its interest herein without prior written notice by registered mail of at least 120 days to the County.
11. The Contractor agrees to comply in all requests with the requirements of the State of Federal laws or City Ordinances which may be applicable hereto in the operation of its ambulance service.
12. Either party may cancel this Agreement, with or without cause, upon written notice by registered mail of at least 120 days.
13. All notices to either party must be in writing mailed by certified mail, return receipt requested, to the address of each party. Notices are effective on the date of mailing.
14. That said McGregor Volunteer Ambulance Service shall submit to the County of Aitkin, an annual complete itemized financial statement detailing the ambulance activities, by February 1, 2015. Document shall be mailed to:

TOM BURKE, DIRECTOR
 AITKIN COUNTY HEALTH & HUMAN SERVICES
 204 1st STREET N.W.
 AITKIN, MN 56431

 Tom Burke, Director of ACH&HS

 Date

 Chairperson – Aitkin County Board of Commissioners

 Date

 Contractor and Title

 Date

Printed Name of Contractor signing this document

Approved as to form and execution:

 Aitkin County Attorney

 Date

J:\Contract\Ambulanc\2014\McGregor
 Revised 12/4/2013

AMBULANCE SERVICE CONTRACT

THIS AGREEMENT between the Aitkin County Board of Commissioners, Aitkin, Minnesota, hereinafter referred to as the "County" and Meds-I Ambulance Service, 1328 NW 5th Street, Grand Rapids, Minnesota, 55744, hereinafter referred to as the "Contractor". The Contractor agrees to furnish ambulance service in Aitkin County, Minnesota, under the following terms and conditions:

1. Contractor agrees to furnish efficient and prompt ambulance service to all persons desiring the same within the state license service area, and shall have not less than one (1) ambulance in service capable of rendering efficient service. Ambulances shall be equipped in accordance with the current State of Minnesota regulations and licensure.
2. Contractor shall man ambulances with personnel in sufficient number to furnish service adequate to the needs of calls or emergencies normally encountered. Ambulance drivers and attendants shall have received training, which meet the requirements of Minnesota Statutes.
3. Ambulance service shall be provided by the Contractor on a twenty-four (24) hour, seven (7) day basis. The Contractor shall immediately respond to requests for service initiated by any person.
4. All patients shall be taken to hospitals as determined by applicable Minnesota Statutes and/or Rules. All patients shall be taken to the hospital of their choice within a reasonable distance if said choice is not contrary to applicable Minnesota Statutes and/or Rules. Should the patient indicate a preference, said patient shall be taken to the hospital where the appropriate care can be provided.
5. The County agrees to pay the Contractor a fee of \$20.00 per request for service, and \$55.00 per no load runs up to a maximum of 2000.00 per year. This agreement shall not include transfers from the local hospital to other tertiary care facilities outside the County. The County will reimburse the Contractor on a monthly basis after receiving a monthly receipt of ambulance runs in Aitkin County. This itemization will include dates of service, type of service (emergency or no load run). In addition, the Contractor shall be privileged to charge each person requesting transportation a reasonable service fee in accordance with a schedule from time to time set by the Contractor.
6. Each of the parties shall defend, indemnify, save and hold the other party harmless from the liability arising out of the actions of the indemnifying party in connection with the operation of the ambulances or any other services performed under the terms of the contract.
7. The Contractor does further agree that, in order to protect itself as well as the Agency under the indemnity agreement provision hereinabove set forth, it will, at all times during this contract, have and keep in force a liability insurance policy **naming the County as an insured or additional insured** in the amount at least equal to the maximum liability limits set forth in Minnesota Statutes 466.04, subd. 1(a)(3), of at least **\$500,000** bodily injury per occurrence, up to **\$1,500,000.00** per accident and \$50,000.00 property damage and agrees to provide a certificate of insurance or other document demonstrating that such insurance has been procured to the County.

8. Contractor shall also procure motor vehicle insurance and worker's compensation insurance as required under applicable Minnesota laws and agrees to provide certificates of insurance or other documents demonstrating that such insurance has been procured.
9. The term of the contract shall be for a period of twelve (12) months, commencing not later than January 1, 2014, and terminating December 31, 2014.
10. The Contractor shall not sell, assign, or in any way divest itself of its interest herein without prior written notice by registered mail of at least 120 days to the County.
11. The Contractor agrees to comply in all requests with the requirements of the State of Federal laws or City Ordinances which may be applicable hereto in the operation of its ambulance service.
12. Either party may cancel this Agreement, with or without cause, upon written notice by registered mail of at least 120 days.
13. All notices to either party must be in writing mailed by certified mail, return receipt requested, to the address of each party. Notices are effective on the date of mailing.
14. That said Meds-1 Ambulance Service shall submit to the County of Aitkin, an annual complete itemized financial statement detailing the ambulance activities, by February 1, 2015. Document shall be mailed to:

TOM BURKE, DIRECTOR
 AITKIN COUNTY HEALTH & HUMAN SERVICES
 204 1st STREET N.W.
 AITKIN, MN 56431

 Tom Burke, Director of ACH&HS

 Date

 Chairperson – Aitkin County Board of Commissioners

 Date

 Contractor and Title

 Date

Printed Name of Contractor signing this document

Approved as to form and execution:

 Aitkin County Attorney

 Date

AMBULANCE SERVICE CONTRACT

VI. - B. - 3.

THIS AGREEMENT between the Aitkin County Board of Commissioners, Aitkin, Minnesota, hereinafter referred to as the "County" and Mille Lacs Health System Ambulance, 200 North Elm Street, PO Box A, Onamia, Minnesota, 56359, hereinafter referred to as the "Contractor". The Contractor agrees to furnish ambulance service in Aitkin County, Minnesota, under the following terms and conditions:

1. Contractor agrees to furnish efficient and prompt ambulance service to all persons desiring the same within the state license service area, and shall have not less than one (1) ambulance in service capable of rendering efficient service. Ambulances shall be equipped in accordance with the current State of Minnesota regulations and licensure.
2. Contractor shall man ambulances with personnel in sufficient number to furnish service adequate to the needs of calls or emergencies normally encountered. Ambulance drivers and attendants shall have received training, which meet the requirements of Minnesota Statutes.
3. Ambulance service shall be provided by the Contractor on a twenty-four (24) hour, seven (7) day basis. The Contractor shall immediately respond to requests for service initiated by any person.
4. All patients shall be taken to hospitals as determined by applicable Minnesota Statutes and/or Rules. All patients shall be taken to the hospital of their choice within a reasonable distance if said choice is not contrary to applicable Minnesota Statutes and/or Rules. Should the patient indicate a preference, said patient shall be taken to the hospital where the appropriate care can be provided.
5. The County agrees to pay the Contractor a fee of \$20.00 per request for service, and \$55.00 per no load runs up to a maximum of \$2000.00. **This agreement shall not include transfers from the local hospital to other tertiary care facilities outside the County.** The County will reimburse the Contractor on a monthly basis after receiving a monthly receipt of ambulance runs in Aitkin County. This itemization will include dates of service, type of service (**emergency or no load run**). In addition, the Contractor shall be privileged to charge each person requesting transportation a reasonable service fee in accordance with a schedule from time to time set by the Contractor.
6. Each of the parties shall defend, indemnify, save and hold the other party harmless from the liability arising out of the actions of the indemnifying party in connection with the operation of the ambulances or any other services performed under the terms of the contract.
7. The Contractor does further agree that, in order to protect itself as well as the Agency under the indemnity agreement provision hereinabove set forth, it will, at all times during this contract, have and keep in force a liability insurance policy **naming the County as an insured or additional insured** in the amount at least equal to the maximum liability limits set forth in Minnesota Statutes 466.04, subd. 1(a)(3), of at least **\$500,000** bodily injury per occurrence, up to **\$1,500,000.00** per accident and \$50,000.00 property damage and agrees to provide a certificate of insurance or other document demonstrating that such insurance has been procured to the County.

8. Contractor shall also procure motor vehicle insurance and worker's compensation insurance as required under applicable Minnesota laws and agrees to provide certificates of insurance or other documents demonstrating that such insurance has been procured.
9. The term of the contract shall be for a period of twelve (12) months, commencing not later than January 1, 2014, and terminating December 31, 2014.
10. The Contractor shall not sell, assign, or in any way divest itself of its interest herein without prior written notice by registered mail of at least 120 days to the County.
11. The Contractor agrees to comply in all requests with the requirements of the State of Federal laws or City Ordinances which may be applicable hereto in the operation of its ambulance service.
12. Either party may cancel this Agreement, with or without cause, upon written notice by registered mail of at least 120 days.
13. All notices to either party must be in writing mailed by certified mail, return receipt requested, to the address of each party. Notices are effective on the date of mailing.
14. That said Mille Lacs Health System Ambulance shall submit to the County of Aitkin, an annual complete itemized financial statement detailing the ambulance activities, by February 1, 2015. Document shall be mailed to:

TOM BURKE, DIRECTOR
 AITKIN COUNTY HEALTH & HUMAN SERVICES
 204 1st STREET N.W.
 AITKIN, MN 56431

 Tom Burke, Director of ACH&HS

 Date

 Chairperson – Aitkin County Board of Commissioners

 Date

 Contractor and Title

 Date

Printed Name of Contractor signing this document

Approved as to form and execution:

 Aitkin County Attorney

 Date

J:\Contract\Ambulanc\2014\Isle
 Revised 12/4/2013

AMBULANCE SERVICE CONTRACT

THIS AGREEMENT between the Aitkin County Board of Commissioners, Aitkin, Minnesota, hereinafter referred to as the “County” and d/b/a North Memorial Medical Transportation Services, Robbinsdale, Minnesota, hereinafter referred to as the “Contractor”. The Contractor agrees to furnish ambulance service in Aitkin County, Minnesota, under the following terms and conditions:

1. Contractor agrees to furnish efficient and prompt ambulance service to all persons desiring the same within the state license service area, and shall have not less than one (1) ambulance in service capable of rendering efficient service. Ambulances shall be equipped in accordance with the current State of Minnesota regulations and licensure.
2. Contractor shall man ambulances with personnel in sufficient number to furnish service adequate to the needs of calls or emergencies normally encountered. Ambulance drivers and attendants shall have received training, which meet the requirements of Minnesota Statutes.
3. Ambulance service shall be provided by the Contractor on a twenty-four (24) hour, seven (7) day a week basis. The Contractor shall immediately respond to requests for service initiated by any person.
4. All patients shall be taken to hospitals as determined by applicable Minnesota Statutes and/or Rules. All patients shall be taken to the hospital of their choice within a reasonable distance if said choice is not contrary to applicable Minnesota Statutes and/or Rules. Should the patient indicate a preference, said patient shall be taken to the hospital where the appropriate care can be provided.
5. The County agrees to pay the Contractor a fee of \$45.00 per request for service, and only if a patient is transported, to a maximum of \$20,000.00 per calendar year. This agreement shall not include transfers from the local hospital to other tertiary care facilities outside the County. The County will reimburse the Contractor on a monthly basis after receiving a monthly receipt of ambulance runs in Aitkin County. This itemization will include dates of service, type of service (emergency or no load run). In addition, the Contractor shall be privileged to charge each person requesting transportation a reasonable service fee in accordance with a schedule from time to time set by the Contractor.
6. Each of the parties shall defend, indemnify, save and hold the other party harmless from the liability arising out of the actions of the indemnifying party in connection with the operation of the ambulances or any other services performed under the terms of the contract.
7. The Contractor does further agree that, in order to protect itself as well as the Agency under the indemnity agreement provision hereinabove set forth, it will, at all times during this contract, have and keep in force a liability insurance policy **naming the County as an insured or additional insured** in the amount at least equal to the maximum liability limits set forth in Minnesota Statutes 466.04, subd. 1(a)(3), of at least **\$500,000** bodily injury per occurrence, up to **\$1,500,000.00** per accident and \$50,000.00 property damage and agrees to provide a certificate of insurance or other document demonstrating that such insurance has been procured to the County.

8. Contractor shall also procure motor vehicle insurance and worker's compensation insurance as required under applicable Minnesota laws and agrees to provide certificates of insurance or other documents demonstrating that such insurance has been procured.
9. The term of the contract shall be for a period of twelve (12) months, commencing not later than January 1, 2014, and terminating December 31, 2014.
10. The Contractor shall not sell, assign, or in any way divest itself of its interest herein without prior written notice by registered mail of at least 120 days to the County.
11. The Contractor agrees to comply in all requests with the requirements of the State of Federal laws or City Ordinances which may be applicable hereto in the operation of its ambulance service.
12. Either party may cancel this Agreement, with or without cause, upon written notice by registered mail of at least 120 days.
13. All notices to either party must be in writing mailed by certified mail, return receipt requested, to the address of each party. Notices are effective on the date of mailing.
14. That said North Memorial Medical Transportation Services shall submit to the County of Aitkin, an annual complete itemized financial statement detailing the ambulance activities, February 1, 2015. Document shall be mailed to:

TOM BURKE, DIRECTOR
 AITKIN COUNTY HEALTH & HUMAN SERVICES
 204 1st STREET N.W.
 AITKIN, MN 56431

 Tom Burke, Director of ACH&HS

 Date

 Chairperson – Aitkin County Board of Commissioners

 Date

 Contractor and Title

 Date

Printed Name of Contractor signing this document

Approved as to form and execution:

 Aitkin County Attorney

 Date

PURCHASE OF SERVICE AGREEMENT

The Aitkin County Health & Human Services, 204 - 1st Street NW, Aitkin, MN 56431, hereafter referred to as the AGENCY, and New Pathways, Inc., PO Box 366, 310 South Ashland Street, Cambridge, MN 55008 (Program Facility located at: 714 South 6th Street, Brainerd, MN 56401), hereafter referred to as the CONTRACTOR enter into this agreement for the period from January 1, 2014 to December 31, 2014.

WITNESSETH

WHEREAS, the AGENCY understands that New Pathways, Inc. has partnered with area churches to provide a program called the New Pathways' Interfaith Hospitality Network-Brainerd Site.

WHEREAS, New Pathways provides case management services during the daytime and the area churches provide hospitality of food, companionship, and overnight lodging within the church building during the nighttime; and

WHEREAS, the CONTRACTOR represents that it is duly qualified and willing to perform such services;

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

I. CONTRACTOR DUTIES:

- A. The CONTRACTOR agrees to furnish services to a population of homeless families with children from Aitkin County.
- B. Services and hospitality will be provided 24 hours a day, 7 days a week, including holidays, in the following manner:
 1. The day center will provide services between the hours of 8:00 a.m. and 4:45 p.m.
 2. The local churches will provide hospitality between the hours of 5:00 p.m. and 7:30 a.m.
 3. Transportation to the host church will be provided at 4:45 p.m.
 4. Transportation to the day center will be provided at 7:30 a.m.
- C. Day center services will include:
 1. Case Management
 2. On-site skills training consisting of job skills, parenting skills, life skills, and healthy living.
 3. On-site school teacher for children who were in a school district other than District 482, when appropriate
 4. Personal care items
 5. Transportation
 6. Clothing
 7. Shower facilities
 8. Laundry facilities
 9. Telephone numbers and addresses
 10. Internet and computer access
 11. Advocacy
 12. 6 month follow-up after discharging from the program
 13. Assistance locating housing and employment

- D. Host church services include:
1. Three meals a day (dinner, breakfast, and a packed lunch)
 2. Hospitality
 3. Overnight lodging
 4. Health and wellness checks at churches that have a parish nurse

II. COST AND DELIVERY OF PURCHASED SERVICES

- A. The total amount to be paid for services performed and goods or material supplied by the CONTRACTOR pursuant to this Agreement shall be paid by the AGENCY at the rate of \$25.00 per family per day. This rate applies to any family from Aitkin County that is served by New Pathways' IHN Homeless Program and only for the actual days served. "Family from Aitkin County" is defined to be a family having established a residence in Aitkin County for at least thirty (30) days. Contractor and Agency will be in communication in order to ascertain this residency requirement.
- B. The CONTRACTOR certifies that the services to be provided under this agreement are not otherwise available without cost to eligible clients. The CONTRACTOR further certifies that payment claims for Purchased Services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of service. The CONTRACTOR further certifies that rates of payment do not reflect any administrative or program costs assignable to private pay or third-party pay service recipients.

III. PAYMENT FOR PURCHASED SERVICES

- A. Certification of expenditures: The CONTRACTOR must, within fifteen working days following the last day of each calendar month, submit a standard invoice for services purchased to the Aitkin County Health & Human Services AGENCY. The invoice must show a monthly record of units served.
- B. Payment: The AGENCY must, within 30 days of the date of receipt of the Invoice, make payment to the CONTRACTOR for all eligible clients identified on the invoice.

IV. DUTIES OF THE AGENCY

The AGENCY agrees to the following:

When/if the AGENCY has determined that a unit is not eligible, the AGENCY shall notify the CONTRACTOR within 24 hours of that determination.

V. AUDIT AND RECORD DISCLOSURES

The CONTRACTOR will:

- A. Submit all reports requested by the AGENCY under this section within thirty (30) days of the request, unless an extension of time is approved by the AGENCY.
- B. Allow personnel of the AGENCY, the Minnesota Department of Human Services, and the U.S. Department of Health and Human Services, access to the CONTRACTOR'S facility and records at reasonable hours to exercise their responsibility to monitor purchased services.
- C. If the collection of social service fees is delegated to the CONTRACTOR, the CONTRACTOR must provide the AGENCY with information about fees collected and the fee sources.

- D. Maintain all Direct Service records pertaining to the contract at New Pathways, Inc, 714 South 6th Street, Brainerd, MN 56401 and all financial records will be maintained at New Pathways' Business Address, PO Box 366, 310 S. Ashland St., Cambridge, MN 55008 for four years for audit purposes.
- E. Comply with policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, as defined and described in Department of Human Services rules and manuals.

VI. DATA PRACTICES

- A. The collection, maintenance, and dissemination of data pertaining to eligible persons shall be in accordance with Minnesota Statutes Chapter 13.
- B. HIPAA Protocol:
The CONTRACTOR provides assurances to the AGENCY that it will comply with Health Information Portability and Accountability Act (HIPAA) requirements necessary to protect individual identifying health information (IIHI). Use and disclosure will require that all IIHI be:
 - 1. appropriately safeguarded;
 - 2. any misuse of IIHI will be reported to the AGENCY;
 - 3. secure satisfactory assurances from any subcontractor;
 - 4. grant individuals access and ability to amend their IIHI;
 - 5. make available an accounting of disclosures; release applicable records to the AGENCY or Department of Human Services if requested; and
 - 6. upon termination, return or destroy all IIHI in accordance with conventional record destruction practices.

VII. EQUAL EMPLOYMENT OPPORTUNITY-CIVIL RIGHTS

- A. In accordance with the AGENCY'S Affirmative Action Policy and the County Commissioners' policies against discrimination, no person shall illegally, on the grounds of race, color, religion, sex, marital status, handicap, age, or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity hereunder in accordance with the provisions of any and all applicable federal and state laws against discrimination. The CONTRACTOR agrees to comply with the requirements of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973.
- B. The CONTRACTOR certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363.073. This section only applies if the grant is for more than \$100,000 and the CONTRACTOR has employed forty or more full-time employees within the State of Minnesota on a single working day during the previous 12 months.

VIII. FAIR HEARING AND GRIEVANCE PROCEDURE

- A. The AGENCY will advise applicants and eligible recipients of all of their rights to a fair hearing and the appeal process including, but not limited to , the right to appeal, a denial or exclusion from the program or failure to recognize an eligible recipient's choice of a service and of his/her right to a fair hearing in these respects. The AGENCY will make arrangements to provide such hearings.

- B. The CONTRACTOR will establish a system through which eligible recipients may present grievances about the operation of the service program, and the CONTRACTOR will advise eligible recipients of this right.

IX. INDEMNITY

- A. The CONTRACTOR agrees to defend, indemnify, and hold harmless the AGENCY and its commissioners, officers, employees, volunteer workers, and agents against any and all liability, loss, damages, costs and expenses, including attorney's fees which the AGENCY may sustain, incur, or be required to pay:
1. By reason of any eligible recipient 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 Agreement, or while on premises owned, leased, or operated by the CONTRACTOR, or while being transported to or from the premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the CONTRACTOR or any officer, agent, or employee thereof;
 2. By reason of any eligible recipient causing injury to, or damage to, the property of another person during any time when the CONTRACTOR or any officer, agent, or employee thereof has undertaken or is furnishing the care and services called for under this Agreement;
 3. By reason of any person employed by the CONTRACTOR or who acts as an agent of the CONTRACTOR, its agents, officers, or employees during the performance of purchased services under this Agreement;
 4. By reason of any negligent act or omission or intentional act or omission of the CONTRACTOR, its agents, officers, or employees during the performance of purchased services under this Agreement.

X. INSURANCE

- A. The CONTRACTOR agrees that to protect itself as well as the AGENCY under the indemnity clause in this Agreement, it will at all times during the term of this Agreement have and keep in force the following insurance:
1. A general liability insurance policy in an amount of not less than \$500,000 for bodily injury or property damage to any one person, and \$1,500,000 for total injuries or damages arising from any one incident. This clause does not constitute a waiver of the County's governmental immunity or liability limits under Minnesota Statute 466 or other law.
 2. An automobile liability insurance policy covering owned, non-owned, and hired vehicles used in the provision of services under this Agreement, in an amount not less than \$1,000,000 per accident for property damage, \$1,000,000 for bodily injuries or death or damages to any one person, and \$2,000,000 for total bodily injuries or damages arising from any one accident or occurrence.
 3. Professional liability insurance policy covering personnel providing purchased services under this Agreement in an amount of not less than \$600,000 for bodily injuries, property damage, and personal injuries.
 4. Worker's Compensation in the required statutory amounts, if applicable.
- B. The CONTRACTOR shall maintain at all times during the term of this Agreement a fidelity bond in the amount of at least \$10,000 subject to a deductible not to exceed \$500, covering the activities of each person handling monies under the terms of this Agreement.
- C. This insurance requirement is intended to protect the AGENCY at a minimum to the liability limits set forth in Minnesota Statutes, Section 466.04. If the liability limits of

Minnesota Statutes, Section 466.04 are amended, the CONTRACTOR agrees to renegotiate this Agreement with the AGENCY to provide insurance coverage in conformance with the requirements of Minnesota Statutes, Section 466.04.

XI. CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION

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

By Signing This Contract, The CONTRACTOR Certifies That It And Its Principals* And Employees:

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

* "Principals" for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

XII. CONDITIONS OF THE PARTIES' OBLIGATION:

- A. It is understood and agreed that in the event the reimbursement to the AGENCY from State and Federal sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder must thereupon be terminated.
- B. This Agreement may be canceled by either party at any time, with or without cause, upon 30 days' notice, in writing, delivered by mail or in person.
- C. Before the termination date specified in Section 1 of this Agreement, the AGENCY may evaluate the performance of the CONTRACTOR in regard to terms of this Agreement to determine whether such performance merits renewal of this Agreement.
- D. Any alterations, variations, modifications, or waivers of provisions of this Agreement must be valid only when they have been reduced to writing, duly signed, and attached to the original of this Agreement.
- E. No claim for services furnished by the CONTRACTOR not specifically provided in the Agreement will be allowed by the AGENCY, nor must the CONTRACTOR do any work or furnish any material not covered by the Agreement, unless this is approved in writing by the AGENCY. Such approval must be considered to be a modification of the Agreement.
- F. In the event that there is a revision of Federal regulations which might make this Agreement ineligible for Federal financial participation, all parties will review the Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new Federal regulations.
- G. The CONTRACTOR shall provide Exposure Control Training for its employees and agents as described in laws or rules governing OSHA Regulations. Further, the CONTRACTOR hereby releases and holds harmless Aitkin County from any loss or injury suffered by the CONTRACTOR, its employees or agents, as a result of contact with infectious agents.

XIII. SUBCONTRACTING

- A. The CONTRACTOR agrees not to enter into subcontracts for any of the work contemplated under this contract without written approval of the AGENCY.
- B. All subcontractors must be subject to and must meet all the requirements of this contract.
- C. The CONTRACTOR must ensure that any and all subcontracts to provide services under this contract must contain the following language:

The subcontractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as a third-party beneficiary, is an affected party under this contract. The subcontractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or may sue the 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. Minnesota Department of Human Services is 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 must not be construed to limit the rights of any party to a contract or any other third party beneficiary, nor must it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver or immunity.

- D. The CONTRACTOR agrees to be responsible for the performance of any subcontractor to ensure compliance to the subcontract and Minnesota Rules, part 9525.1870, subpart 3.

XIV. NONCOMPLIANCE

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

XV. MISCELLANEOUS

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

XVI ENTIRE AGREEMENT

It is understood and agreed that the entire contract of the parties is contained herein and this contract supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

IN WITNESS WHEREOF, the AGENCY and the CONTRACTOR have executed this agreement as of the day and year first written above.

BY: _____
Thomas Burke, Director, Aitkin County Health & Human Services

Date: _____

BY: _____
Mark Wedel, Chairperson, Aitkin County Board of Commissioners

Date: _____

BY: _____
New Pathways Representative

Date: _____

Printed Name & Title of Person Signing for New Pathways

APPROVED AS TO FORM AND EXECUTION:

BY: _____
Jim Ratz, Aitkin County Attorney

Date: _____

PURCHASE OF SERVICE AGREEMENT

The Aitkin County Health & Human Services Courthouse, Aitkin, Minnesota 56431, hereafter referred to as the Department and Northern Psychiatric Associates, 7115 Forthun Road, Suite 105, Baxter, MN 56425-8598, hereafter referred to as Contractor; enter into this agreement for the period from January 1, 2014, to December 31, 2014.

WHEREAS, Minnesota Statutes, section 245.461 to 245.486 and 245.487 to 245.4888 establishes the Comprehensive Adult Mental Health Act and the Comprehensive Children's Mental Health Act; and

WHEREAS, the Department is required to provide Mental Health services in accordance with the Comprehensive Mental Health Act and the Comprehensive Children's Mental Health Act; and

WHEREAS, the Department pursuant to Minnesota statutes, section 373.01, 373.02, 245.465(4), and 256E.08 wishes to purchase mental health services from multi-disciplinary service Contractor; and

WHEREAS, the Contractor is an autonomous mental health provider in private practice, and in multiple disciplines and is qualified and willing to perform such services;

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

I SERVICES TO BE PROVIDED OR PURCHASED

The Department agrees to purchase and the Contractor agrees to furnish services as listed in Attachment A.

Diagnostic Assessments and psychological testing requested by the Department for the purpose of fulfilling requirements for ongoing county mental health services for children and adults will be subject to review by the Department to determine whether said assessments and evaluations appropriately fall under the terms of this agreement. If Department determines that said assessments and evaluations fall outside the scope of this agreement, Contractor will be notified upon referral by Department.

II. COST AND DELIVERY OF PURCHASED SERVICES

Statements will be submitted by the 10th of each month in the approved format detailing services provided in the prior month. Payment by the Department to Contractor will be by the end of the month and will be based on actual billing. Northern Psychiatric will bill the appropriate third-party payer if the client is covered by a health insurance plan.

III DELIVERY OF CARE AND SERVICES:

Except as otherwise provided herein, Contractor shall maintain in all respects its present control over and autonomy with respect to:

1. The application of its intake procedures and requirements to clients.
2. The methods, times, means and personnel for furnishing Purchased Services to eligible clients.
3. The determination of when to terminate the furnishing of Purchased Services to eligible clients.

Nothing in this agreement shall be construed as requiring Contractor to provide or continue Purchased Services to or for any eligible clients.

IV AUDIT AND RECORD DISCLOSURE

1. Allow personnel of the Department, the Minnesota Department of Human Services, and the Department of Health and Human Services, access to the Contractors records, in accordance with state and federal laws and regulations, at reasonable hours in order to exercise their responsibility to monitor the services.
2. Maintain records at Northern Psychiatric Associates for audit purposes.
3. Comply with Minnesota Code for Agency Rule - Minnesota Department of Public Welfare and the Minnesota Government Practice Act, M.S. 15.1611 - 16.1698. (Suppl. 1979)

V SAFEGUARD OF CLIENT INFORMATION:

1. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality of for any purpose not directly connected with the administration of the Departments or Contractors responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client or his/her responsible parent or guardian.
2. The individual employed by the Contractor who is designated to assure compliance with Minnesota Government Data Practices Act, in accordance with Minnesota Statutes, section 13.46, subdivision 10, paragraph (d), shall be David Anderholm, M.D. Contractor reserves the right to designate an alternate individual to assure such compliance by written notice to Department.

VI EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS CLAUSE:

The Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (43 USC 2000e), including Executive Order No. 11246, and Title VI (42 USC 2000d).

VII FAIR HEARING AND GRIEVANCE PROCEDURES:

The Contractor agrees that a fair hearing and grievance procedure will be established.

VIII BONDING, INDEMNITY, AND INSURANCE CLAUSE:

1. The Contractor shall save and hold the County of Aitkin and the Department harmless from all liability for damages to persons or property arising out of the services performed under the terms of the contract. The Contractor shall indemnify the County of Aitkin and the Department for any liability assessed to the county and the Department on account of the services performed under the terms of the contract. The Contractor agrees to purchase liability insurance naming Aitkin County Department of Health & Human Services as an additional insured in an amount at least equal to the maximum liability limits set forth in Minnesota Statutes, 466.04, Subd.1, of \$500,000 per person and \$1,500,000 per occurrence and agrees to provide the County of Aitkin and the Department a certificate of insurance or other document demonstrating that such insurance has been procured. Contractor shall provide proof of insurance prior to commencement of Contractors performance under this agreement.
2. Insurance: The Contractor does further agree that, in order to protect itself as well as the Department under the indemnity agreement provision hereinabove set forth, it will, at all times during the term of this contract, have and keep in force a liability insurance policy in the amount of \$1,500,000.

IX CONDITIONS OF THE PARTIES OBLIGATIONS:

1. Before the termination date specified in the Introduction of this agreement, the Department may evaluate the performance of the Contractor in regard to the terms of this agreement to determine whether such performance merits renewal of this agreement.
2. Any alterations, variations, modifications or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement.
3. No claim for services furnished by the Contractor, not specifically provided in the agreement, will be allowed by the Department, nor shall the Contractor do any work or furnish any material not covered by the agreement unless this is approved in writing by the Department. Such approval shall be considered to be a modification of the agreement.
4. If the Department determines that funds are not being administered in accordance with the approved plan and budget, they may be withdrawn after reasonable notice to the Contractor. It is understood and agreed that the parties do not anticipate

that Contractor will administer funds as a result of this agreement.

5. In the event that there is a revision of Federal regulations which might make this agreement ineligible for Federal financial participation, all parties will review the agreement and renegotiate those items necessary to bring the agreement into compliance with the new Federal regulations.
6. In accordance with Minnesota Statutes, Section 245.466, Subd.3 (1), the Commissioner of Minnesota Department of Human Services is a third party beneficiary to this contract.

X SUBCONTRACTING

The Contractor shall not enter into subcontracts for any of the work contemplated under this agreement without written approval of the Department. All subcontracts shall be subject to the requirements of this contract. The Contractor shall be responsible for the performance of any subcontractor.

XI COMPLIANCE WITH THE CLEAN AIR ACT:

The Contractor certifies that it meets lawful conditions of the Clean Air Act, as required by 45 CFR 228.70 and 74.159 (4).

XII MISCELLANEOUS

1. Entire Agreement: It is understood and agreed that the entire agreement of the parties contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and Aitkin County Health and Human Services Department relating to the subject matter hereof.
2. This contract may be terminated or renegotiated upon 30 days written notification by either party.
3. Northern Psychiatric Associates agrees to provide Aitkin County Health & Human Services, (attached to the contract):
 - A. Description of staffing, including job descriptions and professional qualifications of all personnel under this agreement (Attachment B).
4. Program and fiscal records shall be retained in the Contractor facility for a minimum of five years.
5. This contract may be extended for a period of six months at the option of the

County of Aitkin. If the county desires to extend the term of the contract, it shall notify the Contractor in writing at least sixty days before the expiration of the contract. All terms of this contract will remain in effect pending execution of a contract amendment, execution of new contract or notice of termination.

IN WITNESS WHEREOF the Department (Aitkin County Health & Human Services) and the Contractor (Northern Psychiatric Associates) have executed this agreement as of the day and year first above written:

BY: _____
Thomas Burke
Aitkin County Health & Human Services Director

DATE: _____

BY: _____
Commissioner Mark Wedel
Aitkin County Health & Human Services Board Chairperson

DATE: _____

BY: _____
Northern Psychiatric Associates Clinical Director

DATE: _____

Printed Name of Clinical Director

APPROVED AS TO FORM AND EXECUTION

BY: _____
County Attorney or Assistant

DATE: _____

COST & DELIVERY OF PURCHASED SERVICES

Doctorate-level Psychologist for Diagnostic Assessments and Psychological Evaluations \$150.00/hour

Clinician will be on-site at Aitkin County Health & Human Services one day per month; seven hours on site with one hour of travel.

Northern Psychiatric Associates will bill for all services and provide a monthly reconciliation of receivables less 10% contract billing, less 25% administration fee. Aitkin County will guarantee a minimum collected of \$150 per hour.

Mental Health Professional Time as follows:

Clinical Supervision for three staff at one hour each	@	\$90.00/hour
Group Supervision	@	\$90.00/hour
Consultation with staff upon appointment	@	\$90.00/hour
Pre-petition screens for mental health and/or chemical dependency commitments	@	\$90.00/hour
Read and approve LOCUS, functional assessments, and adult mental health case plans	@	\$90.00/hour

Mental Health professional will be on-site at Aitkin County Health & Human Services one day per month; seven hours on site with one hour of travel.

Since the request for pre-petition screens is unpredictable, this service will be provided upon the availability of the mental health professional.

Both parties have agreed to increase the time to two (2) days per month should the need for this service increase.

Northern Psychiatric Associates will bill for all services and provide a monthly reconciliation of receivables less 10% contract billing, less 25% administration fee. Aitkin County will guarantee a minimum collected of \$90 per hour.

**AGREEMENT Between
NORTHLAND COUNSELING CENTER, INC.
AND AITKIN COUNTY
FOR DETOXIFICATION SERVICES**

THIS AGREEMENT, made and entered into the 1st day of January, 2014, by and between the NORTHLAND COUNSELING CENTER, INC., hereinafter sometimes referred to as Northland, and AITKIN COUNTY, hereinafter sometimes referred to as the COUNTY:

WITNESSETH:

WHEREAS, the COUNTY is required under Minnesota Statutes, Chapter 254A.08, to provide receiving center services to persons; and

WHEREAS, the COUNTY wishes to purchase such detoxification services from NORTHLAND:

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PURCHASED:

Now, therefore, in consideration of the agreements hereinafter set forth, the COUNTY agrees to purchase, and NORTHLAND agrees to furnish, for the period of January 1, 2014, through December 31, 2014, the following services for AITKIN COUNTY residents to be provided in accordance with the above statutes:

- A. Surveillance and protection during crisis periods:
- B. Evaluation of chemical dependency and psychosocial functioning.
- C. On-site nursing health assessment and assistance in securing diagnostic, preventive, remedial and ameliorative health-related services;
- D. Referral to acute medical facility, if necessary;
- E. Education to motivate clients to address alcohol and/or other chemical problems;
- F. Discharge planning, referral to appropriate treatment resources and follow-up;
- G. Other services as may be required by Rule 32 Minnesota State Statutes.

It is expected that these services will be provided for a period of up to 72 hours, exclusive of Saturday, Sunday and holidays.

NORTHLAND shall make every reasonable effort to maintain sufficient staff, facilities, equipment, etc., to deliver the contracted services to be purchased by the COUNTY. NORTHLAND shall, in writing within ten (10) days, notify the COUNTY whenever it is unable to, or going to be unable to, provide the required quality or quantity of the contracted services. Upon such notification, NORTHLAND and the COUNTY shall determine whether such inability will require a modification or cancellation of the contract.

NORTHLAND agrees to comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, and execution orders, now in effect or hereinafter adopted, pertaining to this contract or to the facilities, programs and staff for which NORTHLAND is responsible and pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, gender, sexual orientation, marital status, status with regard to public assistance, disability, or age.

Any violations of or failure to comply with federal, state, or local laws, statutes, ordinances, rules, regulations or executive orders, as well as loss of any applicable license or certificates by NORTHLAND shall constitute a material break of this contract, whether or not intentional, and shall entitle the COUNTY to terminate this contract upon delivery of written notice of termination to NORTHLAND. Notwithstanding any other provision of this contract, such termination shall be effective as of the date of such violation, failure, or loss.

2. COST AND DELIVERY OF CONTRACTED SERVICES:

- A. As of January 1, 2014, the COUNTY will pay for such purchased services in the amount of \$325.00 per patient day for the remaining calendar year 2014. Billing will be submitted by the contractor on a monthly basis.
- B. Service
 - (1) Bed capacity: 4
 - (2) Average length of stay: 3 days
- C. Contracted services will be provided at Northland Recovery Center located at Grand Rapids, Minnesota.
- D. Starting March 1, 2006, no charges will be billed to the County for a client's date of discharge.

3. ELIGIBILITY FOR SERVICES:

- A. Any person shall be eligible to receive services regardless of personal income.
- B. Services shall be available to individuals having a problem relating to chemical use. At least one of the factors listed below should be present before a person is admitted for services:

- (1) Any person who appears intoxicated;
- (2) Any person who has apparent need for evaluation of chemical use or abuse;
- (3) Any person in danger of relapse or seeking entry into the continuum of care and/or legal placement into the continuum of care.

4. PAYMENT FOR CONTRACTED SERVICES:

- A. NORTHLAND shall, within fifteen (15) days after the last day of each month, submit an invoice which includes patient name, admit date, discharge date, total days and resident status. In addition, a Statement for Detoxification Services will be attached to the invoice for each patient seen (Attachment B). The patient will also be given a copy of the statement upon discharge.
- B. The COUNTY shall, within the month the invoice is received, make payment to NORTHLAND.
- C. COUNTY will not pay for extensions beyond three days, unless prior authorization has been given by the COUNTY AGENCY.

5. AUDIT AND RECORD DISCLOSURES:

NORTHLAND shall:

- A. Furnish the COUNTY with information about sources of funding and fees paid, as well as other statistical data necessary to meet reporting requirements.
- B. Maintain at its office, records for five (5) years for auditing purposes.

6. SAFEGUARD OF CLIENT INFORMATION:

The use or disclosure by any party of information concerning a client in violation of the State's Data Privacy Act, Minnesota Statutes 15.162 et. Seq., or for any purpose not directly connected with the administration of NORTHLAND'S or COUNTY'S responsibility with respect to the contracted services hereunder is prohibited, except upon written consent of such service recipient, his/her attorney, or his/her responsible parent or guardian.

7. BONDING, INDEMNITY, AND INSURANCE CLAUSE:

- A. NORTHLAND shall obtain and maintain at all times during the terms of this agreement, a fidelity bond covering the activities of its personnel authorized to receive or distribute monies.

- B. Indemnity: NORTHLAND does hereby agree that at all times hereafter during the existence of this agreement indemnify and hold harmless the COUNTY against any and all liability, loss, damages, costs or expenses, which the COUNTY may hereafter sustain, incur or be required to pay 1) by reason of any service recipient suffering personal injury, death or property loss or damage either while participating in or receiving from NORTHLAND the care and services to be furnished by NORTHLAND under this agreement or while on premises owned, leased or operated by NORTHLAND, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by NORTHLAND or any officer, agency, or employee thereof; 2) by reason of any service recipient causing injury to, or damage to the property of another person during any time when NORTHLAND or any officer, agency or employee thereof has undertaken or is furnishing the care and services call for under this agreement, or 3) by reason of NORTHLAND negligence of any kind.
- C. Insurance: NORTHLAND does further agree that in order to protect itself as well as the COUNTY under the indemnity agreement provision above set forth, it will at all times during the term of this contract, have and keep in force a liability insurance policy of at least **\$500,000.00 bodily injury per claimant**, up to **\$1,500,000 per occurrence** and \$50,000 property damage and agrees to provide a certificate of insurance or other document demonstrating that such insurance has been procured to the COUNTY.

8. CONDITIONS OF THE PARTIES' OBLIGATIONS:

- A. At least sixty (60) days before the termination date specified in Section 1 of this contract, the COUNTY may evaluate the performance of NORTHLAND in regard to the terms of this contract to determine whether such performance merits renewal of this contract.
- B. Any alterations, variations, modifications, or waivers or provisions of this contract shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this contract.
- C. Upon thirty (30) days written notice from either party, this contract shall be null and void.

9. SUBCONTRACTING:

- A. NORTHLAND shall not enter into subcontracts for any of the work contemplated under this contract without written approval of COUNTY.
- B. A description for services purchased by NORTHLAND shall be attached to this contract.

10. MISCELLANEOUS:

Entire Agreement: It is understood and agreed that the entire contract 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 agreements in effect between NORTHLAND and any county welfare department(s) relating to the subject matter hereof. NORTHLAND RECOVERY CENTER is not guaranteeing Aitkin County a bed for detox use. If a need arises for AITKIN COUNTY and NORTHLAND has a bed available, NORTHLAND RECOVERY CENTER will provide detox services.

IN WITNESS HEREOF, the COUNTY and NORTHLAND have executed this contract as of the day and year first above written.

By: _____
Thomas Burke
Aitkin County Health & Human Services Director

Dated _____

By: _____
Commissioner Mark Wedel
Chair, Aitkin County Board of Commissioners

Dated _____

By: _____
Jim Ratz
Aitkin County Attorney

Dated _____

By: _____
Director of CD & Detox Services at
Northland Recovery Center

Dated _____

Printed Name of Person Signing this document

**ADDENDUM
DETOXIFICATION SERVICES CONTRACT - AITKIN COUNTY**

Northland Counseling Center, Inc. provides all services identified in the contract directly with the exception of:

- 1) Emergency Acute Medical Care
Northland transfers all patients in need of acute medical care to Itasca Medical Center.

- 2) Physician Service
Northland refers to Itasca County and Aitkin County physicians for identified physician care and medication orders.

STATEMENT FOR DETOX SERVICES

PAYABLE TO: AITKIN COUNTY HEALTH & HUMAN SERVICES AITKIN COUNTY RESIDENT? ____ Yes ____ No
204 FIRST ST NW
AITKIN, MN 56431
(218) 927-2425
1-800-328-3744

CLIENT NAME: _____	<u>DATE OF SERVICE</u>	<u>CHARGE \$325/DAY</u>
ADDRESS: _____	_____	_____
_____	_____	_____
PHONE: _____ DOB: _____	_____	_____
SOCIAL SECURITY #: _____	_____	_____
HEALTH INS: _____	_____	_____
Client is responsible for filing own insurance claim -MEDICAL ASSISTANCE DOES NOT COVER DETOX-	_____	_____
	TOTAL DUE FROM CLIENT	\$ _____

-YOU MAY BE ELIGIBLE FOR A FEE REDUCTION FOR THESE DETOX CHARGES-

Please forward the Total Family Income form, with required proof, to the Accounting Department at Aitkin County Health & Human Services within thirty (30) days of discharge to determine if you are eligible for a fee reduction.

I have received the Tax Intercept Notice as well as the Total Family Income form to be completed and returned by client to Aitkin County Health & Human Services within thirty (30) days of leaving the detox facility.

CLIENT SIGNATURE: _____ DATE: _____

PARENT'S SIGNATURE (if Minor): _____ DATE: _____

DETOX TECH SIGNATURE: _____ DATE: _____

White: NRC

Yellow: ACH&HS

Pink: Client

PURCHASE OF SERVICE AGREEMENT

VI. - C. - 4.

The Aitkin County Health & Human Services Courthouse, Aitkin, Minnesota 56431, hereafter referred to as the Department and **George Tetreault, MA, LP, 11614 River Vista Drive, Baxter, MN 56425**, hereafter referred to as Contractor; enter into this agreement for the period from **January 1, 2014, to December 31, 2014**.

WHEREAS, Minnesota Statutes, section 245.461 to 245.486 and 245.487 to 245.4888 establishes the Comprehensive Adult Mental Health Act and the Comprehensive Children's Mental Health Act; and

WHEREAS, the Department is required to provide Mental Health services in accordance with the Comprehensive Mental Health Act and the Comprehensive Children's Mental Health Act; and

WHEREAS, the Department pursuant to Minnesota statutes, section 373.01, 373.02, 245.465(4), and 256E.08 wishes to purchase mental health services from Contractor; and

WHEREAS, the Contractor is an autonomous mental health provider in private practice, and is qualified and willing to perform such services;

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

I SERVICES TO BE PROVIDED OR PURCHASED

The Department agrees to purchase and the Contractor agrees to furnish services as listed in Attachment A.

Diagnostic assessments of children, including those aged 0-3.

Parenting capacity assessments

Case consultation

II COST AND DELIVERY OF PURCHASED SERVICES

Statements will be submitted by the 10th of each month in the approved format detailing services provided in the prior month. Payment by the Department to Contractor will be by the end of the month and will be based on actual billing. **George Tetreault** will bill the appropriate third-party payer if the client is covered by a health insurance plan.

III DELIVERY OF CARE AND SERVICES:

Except as otherwise provided herein, Contractor shall maintain in all respects its present control over and autonomy with respect to:

1. The application of its intake procedures and requirements to clients.

2. The methods, times, means and personnel for furnishing Purchased Services to eligible clients.
3. The determination of when to terminate the furnishing of Purchased Services to eligible clients.

Nothing in this agreement shall be construed as requiring Contractor to provide or continue Purchased Services to or for any eligible clients.

IV AUDIT AND RECORD DISCLOSURE

1. Allow personnel of the Department, the Minnesota Department of Human Services, and the Department of Health and Human Services, access to the Contractors records, in accordance with state and federal laws and regulations, at reasonable hours in order to exercise their responsibility to monitor the services.
2. Maintain records for audit purposes.
3. Comply with Minnesota Code for Agency Rule - Minnesota Department of Public Welfare and the Minnesota Government Practice Act, M.S. 15.1611 - 16.1698. (Suppl. 1979)

V SAFEGUARD OF CLIENT INFORMATION:

1. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality for any purpose not directly connected with the administration of the Department's or Contractor's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client or his/her responsible parent or guardian.
2. The Contractor assures compliance with Minnesota Government Data Practices Act, in accordance with Minnesota Statutes, section 13.46, subdivision 10, paragraph (d).

VI EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS CLAUSE:

The Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (43 USC 2000e), including Executive Order No. 11246, and Title VI (42 USC 2000d).

VII FAIR HEARING AND GRIEVANCE PROCEDURES:

The Contractor agrees that a fair hearing and grievance procedure will be established.

VIII BONDING, INDEMNITY, AND INSURANCE CLAUSE:

1. The Contractor shall save and hold the County of Aitkin and the Department harmless from all liability for damages to persons or property arising out of the services performed under the terms of the contract. The Contractor shall indemnify the County of Aitkin and the Department for any liability assessed to the county and the Department on account of the services performed under the terms of the contract. The Contractor agrees to purchase liability insurance naming Aitkin County Department of Health & Human Services as an additional insured in an amount at least equal to the maximum liability limits set forth in Minnesota Statutes, 466.04, Subd.1, of \$500,000 per person and \$1,500,000 per occurrence and agrees to provide the County of Aitkin and the Department a certificate of insurance or other document demonstrating that such insurance has been procured. Contractor shall provide proof of insurance prior to commencement of Contractor's performance under this agreement.
2. Insurance: The Contractor does further agree that, in order to protect himself as well as the Department under the indemnity agreement provision hereinabove set forth, it will, at all times during the term of this contract, have and keep in force a liability insurance policy in the amount of \$1,500,000.

IX CONDITIONS OF THE PARTIES OBLIGATIONS:

1. Before the termination date specified in the Introduction of this agreement, the Department may evaluate the performance of the Contractor in regard to the terms of this agreement to determine whether such performance merits renewal of this agreement.
2. Any alterations, variations, modifications or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement.
3. No claim for services furnished by the Contractor, not specifically provided in the agreement, will be allowed by the Department, nor shall the Contractor do any work or furnish any material not covered by the agreement unless this is approved in writing by the Department. Such approval shall be considered to be a modification of the agreement.
4. If the Department determines that funds are not being administered in accordance with the approved plan and budget, they may be withdrawn after reasonable notice to the Contractor. It is understood and agreed that the parties do not anticipate that Contractor will administer funds as a result of this agreement.
5. In the event that there is a revision of Federal regulations which might make this agreement ineligible for Federal financial participation, all parties will review the

agreement and renegotiate those items necessary to bring the agreement into compliance with the new Federal regulations.

6. In accordance with Minnesota Statutes, Section 245.466, Subd.3 (1), the Commissioner of Minnesota Department of Human Services is a third party beneficiary to this contract.

X SUBCONTRACTING

The Contractor shall not enter into subcontracts for any of the work contemplated under this agreement without written approval of the Department. All subcontracts shall be subject to the requirements of this contract. The Contractor shall be responsible for the performance of any subcontractor.

XI COMPLIANCE WITH THE CLEAN AIR ACT:

The Contractor certifies that it meets lawful conditions of the Clean Air Act, as required by 45 CFR 228.70 and 74.159 (4).

XII MISCELLANEOUS

1. Entire Agreement: It is understood and agreed that the entire agreement of the parties contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and Aitkin County Health and Human Services Department relating to the subject matter hereof.
2. This contract may be terminated or renegotiated upon 30 days written notification by either party.
3. **George Tetreault** agrees to provide Aitkin County Health & Human Services, (attached to the contract):
 - A. Verification of professional qualifications and licensure. (Attachment B).
4. Program and fiscal records shall be retained in the Contractor facility for a minimum of five years.
5. This contract may be extended for a period of six months at the option of the County of Aitkin. If the county desires to extend the term of the contract, it shall notify the Contractor in writing at least sixty days before the expiration of the contract. All terms of this contract will remain in effect pending execution of a contract amendment, execution of new contract or notice of termination.

IN WITNESS WHEREOF the Department (Aitkin County Health & Human Services) and the Contractor (**George Tetreault**) have executed this agreement as of the day and year first above written:

BY: _____
Thomas Burke, Director
Aitkin County Health & Human Services

DATE: _____

BY: _____
Mark Wedel, Chairperson
Aitkin County Health & Human Services Board

DATE: _____

BY: _____
George Tetreault, MA, LP

DATE: _____

APPROVED AS TO FORM AND EXECUTION

BY: _____
County Attorney or Assistant

DATE: _____

COST & DELIVERY OF PURCHASED SERVICES

Diagnostic Assessment	\$90.00/hour
Parenting Capacity Assessment	\$90.00/hour
Case Consultation	\$90.00/hour

CONTRACT NO.

PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT, by and between **AITKIN COUNTY BOARD OF COMMISSIONERS**, 204 First Street NW, Aitkin, Minnesota 56431 (hereinafter referred to as "Board"), and the **ARROWHEAD ECONOMIC OPPORTUNITY AGENCY**, 702 Third Avenue South, Virginia, Minnesota 55792 (hereinafter referred to as "Provider"), for the period January 1, 2014 to December 31, 2014.

WITNESSETH:

WHEREAS, Funds have been made available to the Board from the Minnesota Department of Human Services for the purpose of providing **MINNESOTA FAMILY INVESTMENT PROGRAM (MFIP) EMPLOYMENT AND TRAINING SERVICES (BRASS 237X)** under Minnesota Statute 256J.50 and PL 104-193 and **DIVERSIONARY WORK PROGRAM SERVICES (DWP) (BRASS 212X)** under Minnesota Statute 256J.95; and

WHEREAS, the Provider is qualified in accordance with State and Federal standards to provide Employment and Training Services; and

WHEREAS, the Board wishes to purchase MFIP Employment and Training and DWP services from the Provider.

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

I. Services to be Provided

A. **MFIP Program:**

- Orientation
- Employability Services Overview
- Initial Assessment
- Job Support Plan
- Secondary Assessment
- Employment Plan
- Job Readiness
- Job Placement
- On The Job Training
- Coordination/Referral
- Grant Diversion Services
- Community Work Experience Program (including procedures for implementing the Injury Protection Program (IPP), as described in Exhibit A (MFIP))
- Functional Work Literacy Training

B. Diversionary Work Program (DWP):

Employment Services (ES) providers must meet with DWP job seekers that are referred to ES within ten days of the DWP participant's referral to ES.

The ES provider and job seekers must complete an initial employment plan within this ten days.

The ES provider must notify the county financial worker (FW) within one day that the employment plan has been completed.

The ES provider administers a work focused DWP-ES program with employment as the primary goal of the program.

The ES provider should complete employment plans that are based on a job seeker's strengths.

The ES provider should have, to the extent possible, a structured job search component that is intensive (i.e. full time) and mirrors work place behavior (expects job seekers to arrive on a timely basis, dress appropriately, complete assignments, etc.)

When appropriate, a job seeker's employment plan should address non-work issues such as securing housing or child care, plus any health or disability issues, which would delay or prevent the job seekers from being fully engaged in work activities.

The ES provider monitors job seeker participation and progress and apply sanctions (which result in disqualification from DWP when appropriate).

C. Provider agrees to place minor caregivers into dual-enrollment, when appropriate, working with a Social Worker in development of the Education Plan.

D. Family Stabilization Services (FSS):

Case management of FSS shall be the responsibility of ES providers and the regional Integrated Services Project (ISP) shall serve as the primary referral source. Job counselors shall conduct assessments on each intake, as is already done with all MFIP clients, and shall maintain monthly contact with FSS clients from then on. Ongoing communication between financial workers, job counselors, and ISP advocates shall be required. The employment plan developed by the job counselor for FSS clients shall include assessment of strengths and barriers, identification of specific family circumstances that impact the plan, employment goals, when appropriate, appropriateness of referral to the ISP project, and identification of services, supports, education, training, and accommodations, as appropriate; the plan shall be reviewed by job counselors every six (6) months to determine the need for additions, deletions, or revisions.

E. Services will be provided by:

Arrowhead Economic Opportunity Agency
702 Third Avenue South
Virginia, MN 55792

II. Payment and Delivery of Services

- A. The Board and Provider agree to monitor utilization and expenditures on a monthly basis. If expenditures are substantially above or below projection, Board and Provider may consider modifications to the specified rates of payment.
- B. The Board and Provider agree that total expenditures under this agreement combined with expenditures made to other Employment and Training Providers for the same services, may not exceed the total County allocation of \$156,325.00 in State and Federal funds made to the Board for this purpose.

III. Eligibility for Services

- A. Determination of eligibility shall be completed in accordance with procedures outlined in Exhibit A.
- B. Any change in eligibility will initiate a notice by either the Board or the Provider within 30 days to the other party; the participant will remain eligible for the Provider's services for six (6) months after termination from MFIP.
- C. Eligibility categories: MFIP registrants are defined as persons who have applied for MFIP services and payments, and who have been determined eligible by the Board for those services and payments.

IV. Payment Process

- A. The Board's obligation to make payment hereunder is subject to review by the Aitkin County Health and Human Service Department to insure that payment is for a referred individual and has not previously been made. Said review shall be the final determination of Board's payment obligation. Nothing herein shall limit the rights of either party to collect from the other any sums improperly paid or improperly withheld.
- B. Payment for MFIP services provided shall be made according to procedures outlined in Exhibit A.
- C. Board's obligation to make payment for MFIP services hereunder is subject to audit by Board or its duly authorized designee and said audit shall be the final determination of Board's payment obligation.
- D. Provider will promptly reimburse to Board any payments for MFIP received in excess of required payments hereunder.
- E. For MFIP, Board shall not be obligated to honor claims for, nor shall Provider claim for, any services furnished or costs incurred by Provider which are not specifically provided for hereunder or requested by Board in writing during the term of this Agreement.

V. Audit and Record Disclosure

The Provider shall provide the Board with the reports and comply with the audit and record requirements specified in Exhibit A under Audit and Record Disclosures.

VI. Safeguard of Client Information

A. The use or disclosure by any party or of any private information concerning a client in a violation of any rule of confidentiality or for any purpose not directly connected with the administration of the Board's or the Provider's responsibility with respect to the Purchased Services is prohibited without the written consent of the client or responsible parent or guardian.

B. Provider agrees to comply in all respects with the Minnesota Government Data Practices Act, Minn. Stat. Section 13.01-.48, and Provider further agrees to comply with any requests of Board which are necessitated by Board's obligations under said Act.

C. HIPAA COMPLIANCE

The parties agree to comply with all respects with the Health Insurance Portability and Accountability Act, Public Law 104-191 (HIPAA), and all rules, regulations and controls affected or promulgated pursuant thereto. The parties agree that as HIPAA and its rules and interpretations become effective, the parties shall execute amendments hereto, provide written assurances, implement policies and procedures, or take whatever other actions are necessary to comply with HIPAA. Should a party fail or refuse to honor its obligations pursuant to this section, the other party may terminate this Agreement with thirty (30) days written notice.

VII. Fair Hearing Appeal

Any determination, action, or inaction on the part of the Board relating to an individual's participation in the program is subject to the notice and hearing procedures in Minn. Stat. 256.045 and 268.86.

VIII. Equal Employment Opportunity and Civil Rights Clause

Provider agrees to comply with the Civil Rights Act of 1964, Executive Order No. 11246 as amended, the Minnesota Human Rights Act, and all applicable Federal and State laws, rules, regulations and orders prohibiting discrimination in employment, facilities and services. Provider shall not discriminate in employment, facilities and in the rendering of purchased services hereunder on the basis of race, color, religion, age, sex, disability, marital status, public assistance status, creed or national origin.

IX. Rehabilitation Act Clause

The Provider agrees to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794) and all requirements imposed by the applicable HHS regulation (45 CFR Part 84), and all guidelines and interpretations issued pursuant thereto.

X. Bonding, Indemnity and Insurance Clause

- A. BONDING: The Provider will obtain and maintain at all times during the term of this Agreement, a fidelity bond covering the activities of its personnel authorized to receive or distribute monies in the amount of \$50,000.
- B. INDEMNITY: The Provider agrees it shall defend, indemnify and hold harmless the Board, its officers and employees against any and all liability, loss, costs, damages and expenses that the Board, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Provider's performance or failure to adequately perform its obligations pursuant to this Purchase of Service Agreement.
- C. INSURANCE: The following insurance must be maintained for the duration of this Agreement. A Certificate of Insurance for each policy must be on file with the Aitkin County Health and Human Services Department within ten (10) days of execution of this contract and before commencement of any work under this contract. Each certificate must include a thirty (30) day notice of cancellation, non-renewal, or material change to all named and additional insureds.

All insurance policies will be open to inspection by the Board, and copies of policies will be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

(1) General Liability Insurance

- (a) **\$500,000** for claims for wrongful death and each Person for other claims
\$1,500,000 Each Occurrence
Claims outside the scope of M.S. 466 \$2,000,000 per claim.
- (b) Policy shall include at least premise, operations, completed operations, independent contractors and subcontractors, and contractual liability.
- (c) Aitkin County must be named additional insured.

(2) Business Automobile Liability Insurance

- (a) **\$500,000** Each Person
\$1,500,000 Each Occurrence
Claims outside the scope of M.S. 466, \$2,000,000 per claim.
- (b) Must cover owned, non-owned and hired vehicles

(3) Workers' Compensation Per Statutory Requirements

- D. NONCOMPLIANCE: The Board reserves the right to rescind any contract not in compliance with these requirements and retains all right thereafter to pursue any legal remedies against Provider.

XI. Maintenance of Effort and Expansion of Services

Provider hereby certifies that the Federal funds to be used under this Agreement do not replace or supplant in any way State or local funds. Provider certifies that the amount to be expended in this Agreement results in increased expenditures by the Provider for services of the type being purchased to individuals of the type included under the Agreement.

XII. Conditions of the Parties' Obligations

- A. It is understood and agreed that in the event the reimbursement by the Board from State and Federal sources is not obtained and continued at an aggregate level sufficient to allow for the continued grant, the obligations of each party hereunder shall thereupon be terminated.
- B. Board may at any time evaluate the performance of Provider in regard to the terms of this Agreement to determine whether such performance merits continuation of this Agreement.
- C. Any alterations, variations, modifications or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this Agreement.
- D. In the event of a revision in Federal regulations which might make this Agreement ineligible for Federal financial participation, all parties will review this Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new Federal regulations.
- E. Provider agrees to cooperate fully with Board and its designated representatives in the development and implementation of Provider's services. Evaluative data collected will be used by Board in its funding decisions and shall be shared with Provider and community.
- F. Provider agrees that in any reports, news releases, public service announcements or publications regarding Provider's program, Board will be identified as a funding source.

XIII. Subcontracting and Assignment

Provider may enter into subcontracts for the performance of any of the responsibilities contemplated under this Agreement, subject to the approval of the Board. All subcontracts shall be subject to the legal, fiscal and programmatic requirements of this contract. Provider shall continue to be responsible for the performance of the obligations of this Agreement, despite any subcontract.

XIV. Independent Contractor

Provider is an independent contractor and not an employee or agent of Board. No statement contained in this Agreement shall be construed so as to find Provider to be an employee or agent of Board. Provider, its officers, employees and agents shall be entitled to none of the rights, privileges or benefits of Board employees. Nothing contained herein is intended nor shall be construed as constituting Provider, its officers, employees or agents as the agent, representative or employee of Board for any purpose or in any manner, whatsoever.

XV. Cancellation, Default and Remedy

- A. This Agreement shall continue in effect until terminated by either party without cause, with 30 days advance, written notice delivered to the other party, served on the Director of Aitkin County Health and Human Services, 204 First Street NW, Aitkin, Minnesota 56431 on behalf of Board; and on the Director of Arrowhead Economic Opportunity Agency, 702 Third Avenue South, Virginia, Minnesota 55792 on behalf of Provider.
- B. In the event of default by either party, the non-defaulting party may cancel this Agreement immediately by sending written notice of cancellation to the defaulting party at its principal business address, notwithstanding the provisions of Paragraph 15a above. The failure of the defaulting party, including the failure of any employee of the defaulting party, to abide by any of the terms, conditions or requirements expressed in this Agreement shall constitute a default if not corrected within ten (10) days of receipt of written notice of deficiency from Board.
- C. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of Board upon resolution of Board.

XVI. Single Instrument, Legality

- A. It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Provider and Board relating to the subject matter hereof.
- B. The provisions of this Agreement are severable. If a court of law holds any paragraph, section, subdivision, sentence, clause or phrase of this Agreement to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such ruling shall not affect the remaining portions of this Agreement. However, upon the occurrence of such event, the parties shall immediately meet to negotiate a revised Agreement which does not violate the above-referenced ruling.

IN WITNESS WHEREOF, Board and Provider agree that this contract is effective from January 1, 2014 to December 31, 2014.

AEOA
PROVIDER

AITKIN COUNTY BOARD
OF COMMISSIONERS

Chairman - Board of Directors

**Mark Wedel, Chairperson
Aitkin County Board of Commissioners**

Printed Name of Signer

Date: _____

Date: _____

**Harlan Tardy
Executive Director**

**Tom Burke, Director
Aitkin County Health & Human Service**

Date: _____

Date: _____

Approved as to form and execution:

**James Ratz
County Attorney**

Date: _____

IMPLEMENTATION PROCEDURES

I. Methods of Determining Eligibility

- A. The participant has the responsibility of requesting and obtaining eligibility determination from the Aitkin County Health and Human Services Department before utilizing the services.
- B. The Aitkin County Health and Human Services Department shall determine MFIP eligibility in accordance with applicable Federal and State law.
- C. The Aitkin County Health and Human Services Department shall decide the eligibility of a participant within thirty (30) days of application for eligibility determination. The participant shall be notified of his/her eligibility status and will be referred to the Provider within the said thirty (30) day time period.
- D. Provider has the responsibility to confirm that a participant is eligible to receive service prior to providing service. Board will not be responsible for services provided to clients prior to eligibility determination.

II. Method of Payment Authorization

- A. The Provider agrees that all MFIP Services monies, including Community Work Experience Program (CWEP), Grant Diversion and On-The-Job Training, received under this contract shall be expended to provide services as specified in Exhibit B.

The Provider shall submit on or before the 10th working day of the month for the previous month an invoice listing;

MFIP Program outcomes achieved, as specified in paragraph 2 of the contract;

Number of persons achieving each outcome;

Rate per outcome;

Provider shall include a listing of MFIP participants served and employment status.

The Board agrees to pay within thirty (30) days of receipt of these reports.

- B. Allowable program components are:

- 1. Orientation - stating the need for immediate employment; rights, responsibilities, and obligations

2. Employment Overview - work focus of MFIP; job search resources; financial program review
3. Initial Assessment - assess the job seeker's ability to obtain and retain employment
4. Job Support Plan - specify job search activities
5. Secondary Assessment - completed for participants who have barriers to employment
6. Employment Plan - participant's overall employment goal and steps needed to achieve the goal
7. Job Readiness Activities - help participants be familiar with general work place expectations
8. Job placement - job development and job placement activities by Provider
9. On-the-Job Training - agreement with Provider and employer for client training needed for employment
10. Grant Diversion - provides subsidies to employers as an incentive to hire participants
11. Community Work Experience (CWEP) - enhance participants employability through meaningful work experience
12. Educational Activity - specific to the needs of the participant. This includes:
 - a. High school, GED classes
 - b. Basic and remedial education that will provide a person with a basic literacy level in order to fulfill an employment goal (basic education is instruction to provide these educational skills for the first time; remedial education involves repetition of such instruction previously given to the participant); and
 - c. Education in English proficiency for a person who is not sufficiently competent to speak, read, or write the English language to allow employment commensurate with his/her employability goal.
 - d. Post-secondary education – only on a very limited basis and with specific reporting documentation. Any education plan more than 12 months needs approval by the county agency.

- C. The following types of expenditures are explicitly recognized as administrative costs for MFIP Services, Community Work Experience Program, AFDC Grant Diversion and On-the-Job Training (administrative costs shall not exceed 7.5% of the total cost):

All other administrative costs, including overhead expenditures, subsystem costs, personnel costs (salaries and benefits) for staff not directly providing component services to participants (such as second-line supervisors and above), personnel administration costs, costs for processing and managing the Injury Protection Program (IPP) including investigations, medical reports or evaluations and all other indirect costs;

- D. Provider shall submit a monthly invoice to Board by the 10th day of each month listing the number of MFIP participants in each service category as specified in 2 A, B, C, and D of the contract. Provider also will submit a listing of the names of each MFIP participant by service category.
- E. Provider shall submit a quarterly report to Board listing client related expenditures broken down as follows:
1. Client education
 2. Transportation
 3. Employment related
 4. Other
- F. Provider agrees to provide additional statistical reports to Board, or its representatives, as needed and/or requested.

III. Audit and Record Disclosure

- A. Provider agrees that all monies received under this contract shall be expended for the services specified in the contract.
- B. Provider agrees to submit to Board the information required to fulfill the terms of this Agreement and the information required by State law or policy.
- C. Provider agrees to allow personnel of the Board and Aitkin County Health and Human Services Department, the State Auditor and, if appropriate, the Minnesota Department of Economic Security, access to Provider's records at reasonable hours in order to exercise their right to audit Provider's records and to monitor services.
- D. Provider agrees to maintain records at Provider's offices for six (6) years for audit purposes. Provider agrees to keep complete books and records according to generally accepted accounting principles which shall fully document receipt and expenditure of the payments received

hereunder. Provider shall also keep such books and records as are required by Board to fulfill Board's reporting responsibility to the County, State and Federal governments.

- E. Provider shall have an independent audit completed that complies with the requirements of OMB Circular A-133. The audit report shall be forwarded to Board within 30 days following its completion.

IV. Compliance with Injury Protection Program (IPP) Requirements

The contracted agency agrees to comply with Minnesota Statutes 2003, 256J.68 injury protection for work experience participants. The contracted agency shall perform all tasks necessary to implement IPP activities that relate to work site injury and subsequent referral of an injured participant to a medical provider for treatment of a possible work related injury or condition. The contracted agency shall also conduct activities necessary to properly process and submit an IPP claim. All IPP claims, medical provider bills, required forms and supporting documentation shall be forwarded to the county agency. Prior to assigning a participant to an unpaid work experience work site, the contracted agency will ensure that: the program participant will receive appropriate safety training and information required for this position and; and the work site is in compliance with Occupational Safety and Health Administration (OSHA) and the Minnesota Department of Labor and Industry Safety Standards.

The Provider shall be responsible for the following preparatory and front-end tasks required as part of the IPP process for the CWEP program:

- A. Provider will complete the following forms and route to all appropriate agencies, as specified by DHS and the County:
 - * Participation Information and Medical Release Authorization
 - * First Report of Injury
 - * Participant Medical Referral and Medical Care Provider Information Letter
 - * Participant Injury Status Report
 - * Participant Claim Form
- B. Provider shall be responsible for providing participant safety training and information to all CWEP participants.
- C. Provider shall be responsible for work site safety standard compliance check based on OSHA requirements for all CWEP work sites.

JOB PLACEMENT: job development and placement activities by Provider to solicit unsubsidized job openings from public or private employers, to discover such job openings, market job seekers, secure job interviews for job seekers.

ON-THE-JOB TRAINING: permits voluntary participation by MFIP recipients. Payments are made to employers for ongoing job training costs that, during the period of training, must not exceed 50% of the wages paid by the employer to the participant. The payments are deemed to be in compensation for the extra-ordinary costs associated with the lower productivity of the participant during training.

The length of the training will be limited based upon the complexity of the job, and the recipients previous work experience and training. The employer agrees to retain the individual through the training period and beyond into unsubsidized employment.

COMMUNITY WORK EXPERIENCE PROGRAM (CWEP): helps participants achieve self-sufficiency by enhancing their employability through meaningful work experience and development of job search skills. CWEP placements will be used in conjunction with skills training, job search, job readiness.

Employment counselors will assist the placement and monitor the job seeker's progress at each location. Work sites developed under this section are limited to projects that serve a useful public service such as: health, social service, environmental protection, education, urban and rural development, and redevelopment, welfare, recreation, public facilities, public safety, community service, service to aged or disabled citizens, and child care. To the extent possible, prior training and experience of a recipient must be used in making appropriate work experience assignments.

GRANT DIVERSION: uses the MFIP Grant to provide wage subsidies to employers as an incentive to hire MFIP recipients. Grant Diversion is one of the optional Employment and Training services. Priority shall be given to employers who offer permanent full-time employment positions in the private, non-profit or public sector and who agree to hire individuals beyond the period of subsidized employment.

COORDINATION: Employment counselors shall coordinate with, and refer job seekers to, other community agencies or groups for training, social and support services, including, but not limited to other partners of the Workforce Centers.

These services shall be provided in a manner that complies with the Employment and Training Program Sections of the current Local Service Unit Plan for Aitkin County and State Policy as specified in relevant DHS/DES Instructional Bulletins.

METHOD OF SERVICE DELIVERY

MFIP EMPLOYMENT SERVICES

The overall objective of MFIP Employment Services is to move MFIP families toward long term economic self-sufficiency by utilizing the most direct path to unsubsidized employment.

The Provider of MFIP Services must be certified by the Minnesota Department of Jobs and Training as an Employment and Training Service Provider (ETSP) for the duration of this contract.

The general sequence of events in MFIP Employment Services are the following:

- * County Health and Human Services determines eligibility for MFIP
- * The Department provides the job seeker with an orientation which includes MFIP program requirements
- * The client is referred to an employment overview and selects a provider
- * The job seeker has initial assessment and initial employability determination completed
- * The provider/client complete job support plan with 8-week job search
- * A secondary assessment is completed if the above plan is not successful
- * An employment plan with steps to achieve the goal is negotiated

ORIENTATION: this shall state the need for immediate employment; work incentives; mandate to participate; consequences for failure to comply; rights, responsibilities, obligations; services available.

EMPLOYMENT OVERVIEW: urgency and opportunity of obtaining employment; work focus on MFIP; limited use of training; CTC; Child Care; transitional year child care and Medical.

INITIAL ASSESSMENT: review participants ability to obtain and retain employment; education level; prior employment; ability to communicate in the English language; refresher courses needed.

JOB SUPPORT PLAN: specify job search activities; requirement to accept suitable offers of employment; supervision by the provider.

SECONDARY ASSESSMENT: completed for those job seekers who have barriers to employment that shall not be overcome by job search and related support activities.

EMPLOYMENT PLAN: includes the employment goal; activities and time frame necessary to achieve the goal; outline activity for continued job search, ESL, GED, work experience, OJT short term training. All post secondary education plans need to be approved by the County.

JOB READINESS: activities that help prepare job seekers for work by assuring that they are familiar with general workplace expectations and exhibit work behavior/attitudes to compete in the labor market.

SCOPE OF SERVICES

The Contractor shall provide all Services in accordance with all applicable federal and state laws, statutes, regulations, and guidelines. These include the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the Deficit Reduction Act of 2005, and Minnesota Statutes Chapter 256J. In the event that these laws, statutes, regulations or guidelines are amended at any time during the Term of this Agreement, or any extensions or renewals, the Contractor shall comply with such amended laws, statutes, regulations, or guidelines.

The Contractor is responsible for all technical assistance necessary to maintain all software and hardware used to provide the Purchased Services under this Agreement, including virus protection and firewalls.

The Contractor will designate one staff as an Employment Services security liaison who will coordinate with the County MAXIS security liaison to request approval or termination of inquiry access to the MAXIS system ("MAXIS").

The Contractor will designate up to two staff in each service location as Data Specialists that will have inquiry access to MAXIS.

The Contractor will ensure all staff with inquiry access to MAXIS complete annual HIPAA training, and any other necessary training identified by the County.

Information Privacy and Security.

Information Covered by this Provision. In carrying out its duties, AEOA will be handling one or more types of private information, collectively referred to as "protected information," concerning individual DHS clients. "Protected information," for purposes of this Agreement, may include any or all of the following:

- Private data (as defined in Minnesota Statutes § 13.02, subd. 12), confidential data (as defined in Minn. Stat. § 13.02, subd. 3), welfare data (as governed by Minn. Stat. § 13.46), medical data (as governed by Minn. Stat. § 13.384), and other non-public data governed by other sections in the Minnesota Government Data Practices Act (MGDPA), Minn. Stats. Chapter 13;
- Health records (as governed by the Minnesota Health Records Act [Minn. Stat. §§ 144.291-144.298]);
- Chemical health records (as governed by 42 U.S.C. § 290dd-2 and 42 C.F.R. § 2.1 to § 2.67);
- Protected health information ("PHI") (as defined in and governed by the Health Insurance Portability Accountability Act ["HIPAA"], 45 C.F.R. § 160.103);
- Electronic Health Records (as governed by Health Information Technology for Economic and Clinical Health Act (HITECH), 42 USC 201 note, 42 USC 17921(5)); and
- Other data subject to applicable state and federal statutes, rules, and regulations affecting the collection, storage, use, or dissemination of private or confidential information.

Duties Relating to Protection of Information.

- (a) Duty to ensure proper handling of information. AEOA shall be responsible for ensuring proper handling and safeguarding by its employees, subcontractors, and authorized agents of protected information collected, created, used, maintained, or disclosed on behalf of DHS. This responsibility includes ensuring that employees and agents comply with and are properly trained regarding, as applicable, the laws listed above in paragraph X.X.

- (b) Minimum necessary access to information. AEOA shall comply with the "minimum necessary" access and disclosure rule set forth in the HIPAA and the MGDPA. The collection, creation, use, maintenance, and disclosure of protected information shall be limited to "that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government." See, respectively, 45 C.F.R. §§ 164.502(b) and 164.514(d), and Minn. Stat. § 13.05 subd. 3.
- (c) Information Requests. Unless provided for otherwise in this Agreement, if AEOA receives a request to release the information referred to in this Clause, AEOA must immediately notify DHS. DHS will give AEOA instructions concerning the release of the data to the requesting party before the data is released.

Use of Information. AEOA shall:

- Not use or further disclose protected information created, collected, received, stored, used, maintained, or disseminated in the course or performance of this Agreement other than as permitted or required by this Agreement or as required by law, either during the period of this Agreement or hereafter.
 - Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the protected information by its employees, subcontractors and agents other than as provided for by this Agreement. This includes, but is not limited to, having implemented administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic protected health information at rest and in transit that it creates, receives, maintains, or transmits on behalf of DHS.
- (a) Report to DHS any privacy or security incident regarding the information of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410. For purposes of this Agreement, "Security incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to DHS not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the PHI used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as DHS may reasonably request.
- (b) Consistent with this Agreement, and in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any agents (including contractors and subcontractors), analysts, and others that create, receive, maintain, or transmit protected health information on behalf of the business associate, enter into a business associate agreement with any subcontractors to agree in writing to be bound by the same restrictions, conditions, and requirements that apply to it with respect to such information.

- Document such disclosures of PHI and information related to such disclosures as would be required for DHS to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- Mitigate, to the extent practicable, any harmful effects known to it of a use, disclosure, or breach of security with respect to protected information by it in violation of this Agreement.
- In accordance with HIPAA, upon obtaining knowledge of a breach or violation by a subcontractor, take appropriate steps to cure the breach or end the violation, and if such steps are unsuccessful, terminate the agreement.
- Not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by DHS.

Additional Business Associate Duties. To the extent AEOA handles PHI in order to provide health care-related administrative services on behalf of DHS and is a “Business Associate” of DHS as defined by HIPAA, AEOA further agrees to:

- (a) Make available PHI in accordance with 45 C.F.R. § 164.524.
- (b) Make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 C.F.R. § 164.526.
- (c) Comply with the limited disclosure rules set forth in the HITECH Act, HIPAA, and the MGDPA. To the extent possible, disclosures should be in a limited data set, which is largely information with the patients’ identifying information removed, “to the extent practicable.” Pertinent identifiers include, name and social security number; street address, e-mail address, telephone and fax numbers; certificate/license numbers; vehicle identifiers and serial numbers; URLs and IP addresses; full face photos and any other comparable images; or medical record numbers, health plan beneficiary numbers, and other account numbers. If a limited data set is not feasible, or does not meet the use or disclosure, minimum necessary should be applied. The collection, creation, use, maintenance, and disclosure of protected information shall be limited to “that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.” See, respectively, 45 C.F.R. §§ 164.514, 45 C.F.R. §§ 164.502(b) and 164.514(d), and Minn. Stat. § 13.05 subd. 3.
- (d) Make its internal practices, books, records, policies, procedures, and documentation relating to the use, disclosure, and/or security of PHI available to DHS and/or the Secretary of the United States Department of Health and Human Services (HHS) for purposes of determining compliance with the Privacy Rule and Security Standards, subject to attorney-client and other applicable legal privileges.
- (e) Comply with any and all other applicable provisions of the HIPAA Privacy Rule, Administrative, and Security Standards, including future amendments thereto. Develop written policies and procedures for safeguarding and securing PHI and complying with HIPAA and the HITECH Act, and other privacy laws. Designate a privacy official to be responsible for the development and implementation of its policies and procedures as required by 45 C.F.R. Part 164, Subpart E.

- (f) To the extent XXX is to carry out one or more of DHS' obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to DHS in the performance of such obligation(s).

DHS Use of Information. DHS shall:

- (a) Only release information which it is authorized by law or regulation to share with AEOA.
- (b) Obtain any required consents, authorizations, or other permissions that may be necessary for it to share information with AEOA.
- (c) Notify AEOA of limitations, restrictions, changes, or revocation of permission by an individual to use or disclose protected information, to the extent that such limitations, restrictions, changes or revocation may affect AEOA's use or disclosure of protected information.
- (d) Not request AEOA to use or disclose protected information in any manner that would not be permitted under law if done by DHS.

Disposition of Data upon Completion, Expiration, or Agreement Termination. Upon completion, expiration, or termination of this Agreement, AEOA will return to DHS or destroy all protected information received or created on behalf of DHS for purposes associated with this Agreement. A written certification of destruction or return to Authorized Representative listed in 5.1 is required. XXX will retain no copies of such protected information, provided that if both parties agree that such return or destruction is not feasible, or if AEOA is required by the applicable regulation, rule or statutory retention schedule to retain beyond the life of this Agreement, AEOA will extend the protections of this Agreement to the protected information and refrain from further use or disclosure of such information, except for those purposes that make return or destruction infeasible, for as long as AEOA maintains the information. Additional information for destruction and handling is available in the DHS Information Security Policy, Policy numbers 3.7, and 2.19, found at <http://edocs.dhs.state.mn.us/lfs/legacy/legacy/DHS-4683-ENG>.

Sanctions. In addition to acknowledging and accepting the terms set forth in Clause 8, "Liability." Relating to liability, the parties acknowledge that violation of the laws and protections described above could result in limitations being placed on future access to protected information, in investigation and imposition of sanctions by the U.S. Department of Health and Human Services, Office for Civil Rights, and/or in civil and criminal penalties.

CONTRACT NO.

PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT, by and between **AITKIN COUNTY BOARD OF COMMISSIONERS**, 204 First Street NW, Aitkin, Minnesota 56431 (hereinafter referred to as "Board"), and the **NORTHEAST MINNESOTA OFFICE OF JOB TRAINING**, PO Box 1028, 820 North 9th Street, Virginia, Minnesota 55792 (hereinafter referred to as "Provider"), for the period January 1, 2014 to December 31, 2014.

WITNESSETH:

WHEREAS, Funds have been made available to the Board from the Minnesota Department of Human Services for the purpose of providing **MINNESOTA FAMILY INVESTMENT PROGRAM (MFIP) EMPLOYMENT AND TRAINING SERVICES (BRASS 237X)** under Minnesota Statute 256J.50 and PL 104-193 and **DIVERSIONARY WORK PROGRAM SERVICES (DWP) (BRASS 212X)** under Minnesota Statute 256J.95; and

WHEREAS, the Provider is qualified in accordance with State and Federal standards to provide Employment and Training Services; and

WHEREAS, the Board wishes to purchase MFIP Employment and Training and DWP services from the Provider.

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

I. Services to be Provided

A. **MFIP Program:**

- Orientation
- Employability Services Overview
- Initial Assessment
- Job Support Plan
- Secondary Assessment
- Employment Plan
- Job Readiness
- Job Placement
- On The Job Training
- Coordination/Referral
- Grant Diversion Services
- Community Work Experience Program (including procedures for implementing the Injury Protection Program (IPP), as described in Exhibit A (MFIP))
- Functional Work Literacy Training

B. Diversionary Work Program (DWP):

Employment Services (ES) providers must meet with DWP job seekers that are referred to ES within ten days of the DWP participant's referral to ES.

The ES provider and job seekers must complete an initial employment plan within this ten days.

The ES provider must notify the county financial worker (FW) within one day that the employment plan has been completed.

The ES provider administers a work focused DWP-ES program with employment as the primary goal of the program.

The ES provider should complete employment plans that are based on a job seeker's strengths.

The ES provider should have, to the extent possible, a structured job search component that is intensive (i.e. full time) and mirrors work place behavior (expects job seekers to arrive on a timely basis, dress appropriately, complete assignments, etc.)

When appropriate, a job seeker's employment plan should address non-work issues such as securing housing or child care, plus any health or disability issues, which would delay or prevent the job seekers from being fully engaged in work activities.

The ES provider monitors job seeker participation and progress and apply sanctions (which result in disqualification from DWP when appropriate.

C. Provider agrees to place minor caregivers into dual-enrollment, when appropriate, working with a Social Worker in development of the Education Plan.

D. Family Stabilization Services (FSS):

Case management of FSS shall be the responsibility of ES providers and the regional Integrated Services Project (ISP) shall serve as the primary referral source. Job counselors shall conduct assessments on each intake, as is already done with all MFIP clients, and shall maintain monthly contact with FSS clients from then on. Ongoing communication between financial workers, job counselors, and ISP advocates shall be required. The employment plan developed by the job counselor for FSS clients shall include assessment of strengths and barriers, identification of specific family circumstances that impact the plan, employment goals, when appropriate, appropriateness of referral to the ISP project, and identification of services, supports, education, training, and accommodations, as appropriate; the plan shall be reviewed by job counselors every six (6) months to determine the need for additions, deletions, or revisions.

E. Services will be provided by: Northeast Minnesota Office of Job Training
820 N. 9th Street - Suite 240
Virginia, MN 55792

II. Payment and Delivery of Services

- A. The Board and Provider agree to monitor utilization and expenditures on a monthly basis. If expenditures are substantially above or below projection, Board and Provider may consider modifications to the specified rates of payment.
- B. The Board and Provider agree that total expenditures under this agreement combined with expenditures made to other Employment and Training Providers for the same services, may not exceed the total County allocation of \$156,325.00 in State and Federal funds made to the Board for this purpose.

III. Eligibility for Services

- A. Determination of eligibility shall be completed in accordance with procedures outlined in Exhibit A.
- B. Any change in eligibility will initiate a notice by either the Board or the Provider within 30 days to the other party; the participant will remain eligible for the Provider's services for six (6) months after termination from MFIP.
- C. Eligibility categories: MFIP registrants are defined as persons who have applied for MFIP services and payments, and who have been determined eligible by the Board for those services and payments.

IV. Payment Process

- A. The Board's obligation to make payment hereunder is subject to review by the Aitkin County Health and Human Service Department to insure that payment is for a referred individual and has not previously been made. Said review shall be the final determination of Board's payment obligation. Nothing herein shall limit the rights of either party to collect from the other any sums improperly paid or improperly withheld.
- B. Payment for MFIP services provided shall be made according to procedures outlined in Exhibit A.
- C. Board's obligation to make payment for MFIP services hereunder is subject to audit by Board or its duly authorized designee and said audit shall be the final determination of Board's payment obligation.
- D. Provider will promptly reimburse to Board any payments for MFIP received in excess of required payments hereunder.
- E. For MFIP, Board shall not be obligated to honor claims for, nor shall Provider claim for, any services furnished or costs incurred by Provider which are not specifically provided for hereunder or requested by Board in writing during the term of this Agreement.

V. Audit and Record Disclosure

The Provider shall provide the Board with the reports and comply with the audit and record requirements specified in Exhibit A under Audit and Record Disclosures.

VI. Safeguard of Client Information

A. The use or disclosure by any party or of any private information concerning a client in a violation of any rule of confidentiality or for any purpose not directly connected with the administration of the Board's or the Provider's responsibility with respect to the Purchased Services is prohibited without the written consent of the client or responsible parent or guardian.

B. Provider agrees to comply in all respects with the Minnesota Government Data Practices Act, Minn. Stat. Section 13.01-.48, and Provider further agrees to comply with any requests of Board which are necessitated by Board's obligations under said Act.

C. HIPAA COMPLIANCE

The parties agree to comply with all respects with the Health Insurance Portability and Accountability Act, Public Law 104-191 (HIPAA), and all rules, regulations and controls affected or promulgated pursuant thereto. The parties agree that as HIPAA and its rules and interpretations become effective, the parties shall execute amendments hereto, provide written assurances, implement policies and procedures, or take whatever other actions are necessary to comply with HIPAA. Should a party fail or refuse to honor its obligations pursuant to this section, the other party may terminate this Agreement with thirty (30) days written notice.

VII. Fair Hearing Appeal

Any determination, action, or inaction on the part of the Board relating to an individual's participation in the program is subject to the notice and hearing procedures in Minn. Stat. 256.045 and 268.86.

VIII. Equal Employment Opportunity and Civil Rights Clause

Provider agrees to comply with the Civil Rights Act of 1964, Executive Order No. 11246 as amended, the Minnesota Human Rights Act, and all applicable Federal and State laws, rules, regulations and orders prohibiting discrimination in employment, facilities and services. Provider shall not discriminate in employment, facilities and in the rendering of purchased services hereunder on the basis of race, color, religion, age, sex, disability, marital status, public assistance status, creed or national origin.

IX. Rehabilitation Act Clause

The Provider agrees to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794) and all requirements imposed by the applicable HHS regulation (45 CFR Part 84), and all guidelines and interpretations issued pursuant thereto.

X. Bonding, Indemnity and Insurance Clause

- A. BONDING: The Provider will obtain and maintain at all times during the term of this Agreement, a fidelity bond covering the activities of its personnel authorized to receive or distribute monies in the amount of \$50,000.
- B. INDEMNITY: The Provider agrees it shall defend, indemnify and hold harmless the Board, its officers and employees against any and all liability, loss, costs, damages and expenses that the Board, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Provider's performance or failure to adequately perform its obligations pursuant to this Purchase of Service Agreement.
- C. INSURANCE: The following insurance must be maintained for the duration of this Agreement. A Certificate of Insurance for each policy must be on file with the Aitkin County Health and Human Services Department within ten (10) days of execution of this contract and before commencement of any work under this contract. Each certificate must include a thirty (30) day notice of cancellation, non-renewal, or material change to all named and additional insureds.

All insurance policies will be open to inspection by the Board, and copies of policies will be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

(1) General Liability Insurance

- (a) **\$500,000** for claims for wrongful death and each Person for other claims
\$1,500,000 Each Occurrence
Claims outside the scope of M.S. 466 \$2,000,000 per claim.
- (b) Policy shall include at least premise, operations, completed operations, independent contractors and subcontractors, and contractual liability.
- (c) Aitkin County must be named additional insured.

(2) Business Automobile Liability Insurance

- (a) **\$500,000** Each Person
\$1,500,000 Each Occurrence
Claims outside the scope of M.S. 466, \$2,000,000 per claim.
- (b) Must cover owned, non-owned and hired vehicles

(3) Workers' Compensation Per Statutory Requirements

- D. NONCOMPLIANCE: The Board reserves the right to rescind any contract not in compliance with these requirements and retains all right thereafter to pursue any legal remedies against Provider.

XI. Maintenance of Effort and Expansion of Services

Provider hereby certifies that the Federal funds to be used under this Agreement do not replace or supplant in any way State or local funds. Provider certifies that the amount to be expended in this Agreement results in increased expenditures by the Provider for services of the type being purchased to individuals of the type included under the Agreement.

XII. Conditions of the Parties' Obligations

- A. It is understood and agreed that in the event the reimbursement by the Board from State and Federal sources is not obtained and continued at an aggregate level sufficient to allow for the continued grant, the obligations of each party hereunder shall thereupon be terminated.
- B. Board may at any time evaluate the performance of Provider in regard to the terms of this Agreement to determine whether such performance merits continuation of this Agreement.
- C. Any alterations, variations, modifications or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this Agreement.
- D. In the event of a revision in Federal regulations which might make this Agreement ineligible for Federal financial participation, all parties will review this Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new Federal regulations.
- E. Provider agrees to cooperate fully with Board and its designated representatives in the development and implementation of Provider's services. Evaluative data collected will be used by Board in its funding decisions and shall be shared with Provider and community.
- F. Provider agrees that in any reports, news releases, public service announcements or publications regarding Provider's program, Board will be identified as a funding source.

XIII. Subcontracting and Assignment

Provider may enter into subcontracts for the performance of any of the responsibilities contemplated under this Agreement, subject to the approval of the Board. All subcontracts shall be subject to the legal, fiscal and programmatic requirements of this contract. Provider shall continue to be responsible for the performance of the obligations of this Agreement, despite any subcontract.

XIV. Independent Contractor

Provider is an independent contractor and not an employee or agent of Board. No statement contained in this Agreement shall be construed so as to find Provider to be an employee or agent of Board. Provider, its officers, employees and agents shall be entitled to none of the rights, privileges or benefits of Board employees. Nothing contained herein is intended nor shall be construed as constituting Provider, its officers, employees or agents as the agent, representative or employee of Board for any purpose or in any manner, whatsoever.

XV. Cancellation, Default and Remedy

- A. This Agreement shall continue in effect until terminated by either party without cause, with 30 days advance, written notice delivered to the other party, served on the Director of Aitkin County Health and Human Services, 204 First Street NW, Aitkin, Minnesota 56431 on behalf of the Board; and on the Director of Northeast Minnesota Office of Job Training, 820 North 9th Street, PO Box 1028, Virginia, Minnesota 55792 on behalf of Provider.
- B. In the event of default by either party, the non-defaulting party may cancel this Agreement immediately by sending written notice of cancellation to the defaulting party at its principal business address, notwithstanding the provisions of Paragraph 15a above. The failure of the defaulting party, including the failure of any employee of the defaulting party, to abide by any of the terms, conditions or requirements expressed in this Agreement shall constitute a default if not corrected within ten (10) days of receipt of written notice of deficiency from Board.
- C. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of Board upon resolution of Board.

XVI. Single Instrument, Legality

- A. It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Provider and Board relating to the subject matter hereof.
- B. The provisions of this Agreement are severable. If a court of law holds any paragraph, section, subdivision, sentence, clause or phrase of this Agreement to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such ruling shall not affect the remaining portions of this Agreement. However, upon the occurrence of such event, the parties shall immediately meet to negotiate a revised Agreement which does not violate the above-referenced ruling.

IN WITNESS WHEREOF, Board and Provider agree that this contract is effective from January 1, 2014 to December 31, 2014.

PROVIDER
NORTHEAST MN OFFICE OF JOB TRAINING

AITKIN COUNTY BOARD
OF COMMISSIONERS

Chairman - Board of Directors

Mark Wedel, Chairperson

Printed Name of Signer

Date: _____

Date: _____

AITKIN COUNTY HEALTH & HUMAN
SERVICES DEPARTMENT

Executive Director

Thomas Burke, Director

Printed Name of Signer

Date: _____

Date: _____

Approved as to form and execution:

James Ratz
County Attorney

Date: _____

IMPLEMENTATION PROCEDURES

I. Methods of Determining Eligibility

- A. The participant has the responsibility of requesting and obtaining eligibility determination from the Aitkin County Health and Human Services Department before utilizing the services.
- B. The Aitkin County Health and Human Services Department shall determine MFIP eligibility in accordance with applicable Federal and State law.
- C. The Aitkin County Health and Human Services Department shall decide the eligibility of a participant within thirty (30) days of application for eligibility determination. The participant shall be notified of his/her eligibility status and will be referred to the Provider within the said thirty (30) day time period.
- D. Provider has the responsibility to confirm that a participant is eligible to receive service prior to providing service. Board will not be responsible for services provided to clients prior to eligibility determination.

II. Method of Payment Authorization

- A. The Provider agrees that all MFIP Services monies, including Community Work Experience Program (CWEP), Grant Diversion and On-The-Job Training, received under this contract shall be expended to provide services as specified in Exhibit B.

The Provider shall submit on or before the 10th working day of the month for the previous month an invoice listing;

- B. MFIP Program outcomes achieved, as specified in paragraph 2 of the contract;
 - 1. Number of persons achieving each outcome;
 - 2. Rate per outcome; and

Provider shall include a listing of MFIP participants served and employment status.

The Board agrees to pay within thirty (30) days of receipt of these reports.

- C. Allowable program components are:

- 1. Orientation - stating the need for immediate employment; rights, responsibilities, and obligations

2. Employment Overview - work focus of MFIP; job search resources; financial program review
3. Initial Assessment - assess the job seeker's ability to obtain and retain employment
4. Job Support Plan - specify job search activities
5. Secondary Assessment - completed for participants who have barriers to employment
6. Employment Plan - participant's overall employment goal and steps needed to achieve the goal
7. Job Readiness Activities - help participants be familiar with general work place expectations
8. Job placement - job development and job placement activities by Provider
9. On-the-Job Training - agreement with Provider and employer for client training needed for employment
10. Grant Diversion - provides subsidies to employers as an incentive to hire participants
11. Community Work Experience (CWEP) - enhance participants employability through meaningful work experience
12. Educational Activity - specific to the needs of the participant. This includes:
 - a. High school, GED classes
 - b. Basic and remedial education that will provide a person with a basic literacy level in order to fulfill an employment goal (basic education is instruction to provide these educational skills for the first time; remedial education involves repetition of such instruction previously given to the participant); and
 - c. Education in English proficiency for a person who is not sufficiently competent to speak, read, or write the English language to allow employment commensurate with his/her employability goal.
 - d. Post-secondary education – only on a very limited basis and with specific supporting documentation. Any education plan more than 12 months needs approval by the County agency.

- C. The following types of expenditures are explicitly recognized as administrative costs for MFIP Services, Community Work Experience Program, AFDC Grant Diversion and On-the-Job Training (administrative costs shall not exceed 7.5% of the total cost):

All other administrative costs, including overhead expenditures, subsystem costs, personnel costs (salaries and benefits) for staff not directly providing component services to participants (such as second-line supervisors and above), personnel administration costs, costs for processing and managing the Injury Protection Program (IPP) including investigations, medical reports or evaluations and all other indirect costs;

- D. Provider shall submit a monthly invoice to Board by the 10th day of each month listing the number of MFIP participants in each service category as specified in 2 A, B, C, and D of the contract. Provider also will submit a listing of the names of each MFIP participant by service category.
- E. Provider shall submit a quarterly report to Board listing client related expenditures broken down as follows:
 - 1. Client education
 - 2. Transportation
 - 3. Employment related
 - 4. Other
- F. Provider agrees to provide additional statistical reports to Board, or its representatives, as needed and/or requested.

III. Audit and Record Disclosure

- A. Provider agrees that all monies received under this contract shall be expended for the services specified in the contract.
- B. Provider agrees to submit to Board the information required to fulfill the terms of this Agreement and the information required by State law or policy.
- C. Provider agrees to allow personnel of the Board and Aitkin County Health and Human Services Department, the State Auditor and, if appropriate, the Minnesota Department of Economic Security, access to Provider's records at reasonable hours in order to exercise their right to audit Provider's records and to monitor services.
- D. Provider agrees to maintain records at Provider's offices for six (6) years for audit purposes. Provider agrees to keep complete books and records according to generally accepted accounting principles which shall fully document receipt and expenditure of the payments received

hereunder. Provider shall also keep such books and records as are required by Board to fulfill Board's reporting responsibility to the County, State and Federal governments.

- E. Provider shall have an independent audit completed that complies with the requirements of OMB Circular A-133. The audit report shall be forwarded to Board within 30 days following its completion.

IV. Compliance with Injury Protection Program (IPP) Requirements

The contracted agency agrees to comply with Minnesota Statutes 2003, 256J.68 injury protection for work experience participants. The contracted agency shall perform all tasks necessary to implement IPP activities that relate to work site injury and subsequent referral of an injured participant to a medical provider for treatment of a possible work related injury or condition. The contracted agency shall also conduct activities necessary to properly process and submit an IPP claim. All IPP claims, medical provider bills, required forms and supporting documentation shall be forwarded to the county agency. Prior to assigning a participant to an unpaid work experience work site, the contracted agency will ensure that: the program participant will receive appropriate safety training and information required for this position and; and the work site is in compliance with Occupational Safety and Health Administration (OSHA) and the Minnesota Department of Labor and Industry Safety Standards.

The Provider shall be responsible for the following preparatory and front-end tasks required as part of the IPP process for the CWEP program:

- A. Provider will complete the following forms and route to all appropriate agencies, as specified by DHS and the County:
 - * Participation Information and Medical Release Authorization
 - * First Report of Injury
 - * Participant Medical Referral and Medical Care Provider Information Letter
 - * Participant Injury Status Report
 - * Participant Claim Form
- B. Provider shall be responsible for providing participant safety training and information to all CWEP participants.
- C. Provider shall be responsible for work site safety standard compliance check based on OSHA requirements for all CWEP work sites.

METHOD OF SERVICE DELIVERY

MFIP EMPLOYMENT SERVICES

The overall objective of MFIP Employment Services is to move MFIP families toward long term economic self-sufficiency by utilizing the most direct path to unsubsidized employment.

The Provider of MFIP Services must be certified by the Minnesota Department of Jobs and Training as an Employment and Training Service Provider (ETSP) for the duration of this contract.

The general sequence of events in MFIP Employment Services are the following:

- * County Health and Human Services determines eligibility for MFIP
- * The Department provides the job seeker with an orientation which includes MFIP program requirements
- * The client is referred to an employment overview and selects a provider
- * The job seeker has initial assessment and initial employability determination completed
- * The provider/client complete job support plan with 8-week job search
- * A secondary assessment is completed if the above plan is not successful
- * An employment plan with steps to achieve the goal is negotiated

ORIENTATION: this shall state the need for immediate employment; work incentives; mandate to participate; consequences for failure to comply; rights, responsibilities, obligations; services available.

EMPLOYMENT OVERVIEW: urgency and opportunity of obtaining employment; work focus on MFIP; limited use of training; CTC; Child Care; transitional year child care and Medical.

INITIAL ASSESSMENT: review participants ability to obtain and retain employment; education level; prior employment; ability to communicate in the English language; refresher courses needed.

JOB SUPPORT PLAN: specify job search activities; requirement to accept suitable offers of employment; supervision by the provider.

SECONDARY ASSESSMENT: completed for those job seekers who have barriers to employment that shall not be overcome by job search and related support activities.

EMPLOYMENT PLAN: includes the employment goal; activities and time frame necessary to achieve the goal; outline activity for continued job search, ESL, GED, work experience, OJT short term training. All post secondary education plans need to be approved by the County.

JOB READINESS: activities that help prepare job seekers for work by assuring that they are familiar with general workplace expectations and exhibit work behavior/attitudes to compete in the labor market.

JOB PLACEMENT: job development and placement activities by Provider to solicit unsubsidized job openings from public or private employers, to discover such job openings, market job seekers, secure job interviews for job seekers.

ON-THE-JOB TRAINING: permits voluntary participation by MFIP recipients. Payments are made to employers for ongoing job training costs that, during the period of training, must not exceed 50% of the wages paid by the employer to the participant. The payments are deemed to be in compensation for the extra-ordinary costs associated with the lower productivity of the participant during training.

The length of the training will be limited based upon the complexity of the job, and the recipients previous work experience and training. The employer agrees to retain the individual through the training period and beyond into unsubsidized employment.

COMMUNITY WORK EXPERIENCE PROGRAM (CWEP): helps participants achieve self-sufficiency by enhancing their employability through meaningful work experience and development of job search skills. CWEP placements will be used in conjunction with skills training, job search, job readiness.

Employment counselors will assist the placement and monitor the job seeker's progress at each location. Work sites developed under this section are limited to projects that serve a useful public service such as: health, social service, environmental protection, education, urban and rural development, and redevelopment, welfare, recreation, public facilities, public safety, community service, service to aged or disabled citizens, and child care. To the extent possible, prior training and experience of a recipient must be used in making appropriate work experience assignments.

GRANT DIVERSION: uses the MFIP Grant to provide wage subsidies to employers as an incentive to hire MFIP recipients. Grant Diversion is one of the optional Employment and Training services. Priority shall be given to employers who offer permanent full-time employment positions in the private, non-profit or public sector and who agree to hire individuals beyond the period of subsidized employment.

COORDINATION: Employment counselors shall coordinate with, and refer job seekers to, other community agencies or groups for training, social and support services, including, but not limited to other partners of the Workforce Centers.

These services shall be provided in a manner that complies with the Employment and Training Program Sections of the current Local Service Unit Plan for Aitkin County and State Policy as specified in relevant DHS/DES Instructional Bulletins.

SCOPE OF SERVICES

The Contractor shall provide all Services in accordance with all applicable federal and state laws, statutes, regulations, and guidelines. These include the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the Deficit Reduction Act of 2005, and Minnesota Statutes Chapter 256J. In the event that these laws, statutes, regulations or guidelines are amended at any time during the Term of this Agreement, or any extensions or renewals, the Contractor shall comply with such amended laws, statutes, regulations, or guidelines.

The Contractor is responsible for all technical assistance necessary to maintain all software and hardware used to provide the Purchased Services under this Agreement, including virus protection and firewalls.

The Contractor will designate one staff as an Employment Services security liaison who will coordinate with the County MAXIS security liaison to request approval or termination of inquiry access to the MAXIS system ("MAXIS").

The Contractor will designate up to two staff in each service location as Data Specialists that will have inquiry access to MAXIS.

The Contractor will ensure all staff with inquiry access to MAXIS complete annual HIPAA training, and any other necessary training identified by the County.

Information Privacy and Security.

Information Covered by this Provision. In carrying out its duties, NEMOJT will be handling one or more types of private information, collectively referred to as "protected information," concerning individual DHS clients. "Protected information," for purposes of this Agreement, may include any or all of the following:

- Private data (as defined in Minnesota Statutes § 13.02, subd. 12), confidential data (as defined in Minn. Stat. § 13.02, subd. 3), welfare data (as governed by Minn. Stat. § 13.46), medical data (as governed by Minn. Stat. § 13.384), and other non-public data governed by other sections in the Minnesota Government Data Practices Act (MGDPA), Minn. Stats. Chapter 13;
- Health records (as governed by the Minnesota Health Records Act [Minn. Stat. §§ 144.291-144.298]);
- Chemical health records (as governed by 42 U.S.C. § 290dd-2 and 42 C.F.R. § 2.1 to § 2.67);
- Protected health information ("PHI") (as defined in and governed by the Health Insurance Portability Accountability Act ["HIPAA"], 45 C.F.R. § 160.103);
- Electronic Health Records (as governed by Health Information Technology for Economic and Clinical Health Act (HITECH), 42 USC 201 note, 42 USC 17921(5)); and
- Other data subject to applicable state and federal statutes, rules, and regulations affecting the collection, storage, use, or dissemination of private or confidential information.

Duties Relating to Protection of Information.

- (a) Duty to ensure proper handling of information. NEMOJT shall be responsible for ensuring proper handling and safeguarding by its employees, subcontractors, and authorized agents of protected information collected, created, used, maintained, or disclosed on behalf of DHS. This responsibility includes ensuring that employees and agents comply with and are properly trained regarding, as applicable, the laws listed above in paragraph X.X.

- (b) Minimum necessary access to information. NEMOJT shall comply with the "minimum necessary" access and disclosure rule set forth in the HIPAA and the MGDPA. The collection, creation, use, maintenance, and disclosure of protected information shall be limited to "that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government." See, respectively, 45 C.F.R. §§ 164.502(b) and 164.514(d), and Minn. Stat. § 13.05 subd. 3.
- (c) Information Requests. Unless provided for otherwise in this Agreement, if NEMOJT receives a request to release the information referred to in this Clause, NEMOJT must immediately notify DHS. DHS will give NEMOJT instructions concerning the release of the data to the requesting party before the data is released.

Use of Information. NEMOJT shall:

- Not use or further disclose protected information created, collected, received, stored, used, maintained, or disseminated in the course or performance of this Agreement other than as permitted or required by this Agreement or as required by law, either during the period of this Agreement or hereafter.
 - Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the protected information by its employees, subcontractors and agents other than as provided for by this Agreement. This includes, but is not limited to, having implemented administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic protected health information at rest and in transit that it creates, receives, maintains, or transmits on behalf of DHS.
- (a) Report to DHS any privacy or security incident regarding the information of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410. For purposes of this Agreement, "Security incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to DHS not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the PHI used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as DHS may reasonably request.
- (b) Consistent with this Agreement, and in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any agents (including contractors and subcontractors), analysts, and others that create, receive, maintain, or transmit protected health information on behalf of the business associate, enter into a business associate agreement with any subcontractors to agree in writing to be bound by the same restrictions, conditions, and requirements that apply to it with respect to such information.

- Document such disclosures of PHI and information related to such disclosures as would be required for DHS to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- Mitigate, to the extent practicable, any harmful effects known to it of a use, disclosure, or breach of security with respect to protected information by it in violation of this Agreement.
- In accordance with HIPAA, upon obtaining knowledge of a breach or violation by a subcontractor, take appropriate steps to cure the breach or end the violation, and if such steps are unsuccessful, terminate the agreement.
- Not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by DHS.

Additional Business Associate Duties. To the extent NEMOJT handles PHI in order to provide health care-related administrative services on behalf of DHS and is a “Business Associate” of DHS as defined by HIPAA, NEMOJT further agrees to:

- (a) Make available PHI in accordance with 45 C.F.R. § 164.524.
- (b) Make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 C.F.R. § 164.526.
- (c) Comply with the limited disclosure rules set forth in the HITECH Act, HIPAA, and the MGDPA. To the extent possible, disclosures should be in a limited data set, which is largely information with the patients’ identifying information removed, “to the extent practicable.” Pertinent identifiers include, name and social security number; street address, e-mail address, telephone and fax numbers; certificate/license numbers; vehicle identifiers and serial numbers; URLs and IP addresses; full face photos and any other comparable images; or medical record numbers, health plan beneficiary numbers, and other account numbers. If a limited data set is not feasible, or does not meet the use or disclosure, minimum necessary should be applied. The collection, creation, use, maintenance, and disclosure of protected information shall be limited to “that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.” See, respectively, 45 C.F.R. §§ 164.514, 45 C.F.R. §§ 164.502(b) and 164.514(d), and Minn. Stat. § 13.05 subd. 3.
- (d) Make its internal practices, books, records, policies, procedures, and documentation relating to the use, disclosure, and/or security of PHI available to DHS and/or the Secretary of the United States Department of Health and Human Services (HHS) for purposes of determining compliance with the Privacy Rule and Security Standards, subject to attorney-client and other applicable legal privileges.
- (e) Comply with any and all other applicable provisions of the HIPAA Privacy Rule, Administrative, and Security Standards, including future amendments thereto. Develop written policies and procedures for safeguarding and securing PHI and complying with HIPAA and the HITECH Act, and other privacy laws. Designate a privacy official to be responsible for the development and implementation of its policies and procedures as required by 45 C.F.R. Part 164, Subpart E.

- (f) To the extent XXX is to carry out one or more of DHS' obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to DHS in the performance of such obligation(s).

DHS Use of Information. DHS shall:

- (a) Only release information which it is authorized by law or regulation to share with NEMOJT.
- (b) Obtain any required consents, authorizations, or other permissions that may be necessary for it to share information with NEMOJT.
- (c) Notify NEMOJT of limitations, restrictions, changes, or revocation of permission by an individual to use or disclose protected information, to the extent that such limitations, restrictions, changes or revocation may affect NEMOJT's use or disclosure of protected information.
- (d) Not request NEMOJT to use or disclose protected information in any manner that would not be permitted under law if done by DHS.

Disposition of Data upon Completion, Expiration, or Agreement Termination. Upon completion, expiration, or termination of this Agreement, NEMOJT will return to DHS or destroy all protected information received or created on behalf of DHS for purposes associated with this Agreement. A written certification of destruction or return to Authorized Representative listed in 5.1 is required. XXX will retain no copies of such protected information, provided that if both parties agree that such return or destruction is not feasible, or if NEMOJT is required by the applicable regulation, rule or statutory retention schedule to retain beyond the life of this Agreement, NEMOJT will extend the protections of this Agreement to the protected information and refrain from further use or disclosure of such information, except for those purposes that make return or destruction infeasible, for as long as NEMOJT maintains the information. Additional information for destruction and handling is available in the DHS Information Security Policy, Policy numbers 3.7, and 2.19, found at <http://edocs.dhs.state.mn.us/lfsrver/Legacy/DHS-4683-ENG>.

Sanctions. In addition to acknowledging and accepting the terms set forth in Clause 8, "Liability." Relating to liability, the parties acknowledge that violation of the laws and protections described above could result in limitations being placed on future access to protected information, in investigation and imposition of sanctions by the U.S. Department of Health and Human Services, Office for Civil Rights, and/or in civil and criminal penalties.

2014 Family Planning Contract

This agreement is made and entered into on January 1, 2014, by and between Aitkin County Health and Human Services, Public Health Unit, hereinafter referred to as "ACH&HS" of 204 1st Street NW, Aitkin, MN 56431 and Riverwood HealthCare Center of 200 Bunker Hill Drive, Aitkin, MN 56431, hereinafter referred to as the "Medical Services".

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

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

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

Medical services with prior authorization shall include:

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

Medical Services shall:

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

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

PROCEDURE/CLINIC BILLING	CODES	2013 PRICES
Pelvic + Physical Exam-New Patient	99384	198.00
	99385	267.00
Pelvic + Physical Exam-Est. Patient	99394	165.00
	99395	221.00
Office Visit	99201	102.00
	99202	127.00
	99203	166.00
	99204	235.00
	99211	58.00
	99212	82.00
	99213	102.00
	99214	147.00
	99215	235.00
Depo Povera Serum	90782(J1050)	Provided by Public Health
Administer Injection (Depo)	96372	13.00
PROCEDURE/HOSPITAL BILLING		
Pregnancy Test	81025	67.00
PAP	88142	109.00
Chlamydia & GC	87490	207.00
RPR Syphilis serology	86592	85.00

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

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

ACH&HS shall:

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

This agreement shall commence January 1, 2014 and continue through December 31, 2014 with an interagency evaluation of the services on or before May 31, 2014. Termination of this agreement may be made with sixty (60) days written notice of intention to the other party. This agreement may be amended by written consent of both parties and all amendments shall be attached to this agreement and made part thereof.

Mark Wedel, Chairperson, Aitkin County Board of Commissioners

Date

Thomas Burke, Director, Aitkin County Health & Human Services

Date

Senior Physician, Riverwood HealthCare Center

Date

Printed Name of Senior Physician, Riverwood HealthCare Center

Approved as to form and execution:

Aitkin County Attorney

Date

DETOXIFICATION SERVICES CONTRACT

This service agreement is for the period of January 1, 2014 through December 31, 2014.

Central Minnesota Mental Health Center agrees to accept appropriate referrals from Aitkin County Health and Human Services for the purpose of providing the following detoxification services:

1. Initial health assessment and, if needed, provision of medical services either on-site or by transfer to the appropriate medical facility.
2. Detoxification surveillance and protection of client
3. Evaluation of chemical dependency and psycho-social functioning.
4. Short-term counseling related to assessment of social and health problems and oriented to development of a negotiated treatment plan.
5. Discharge planning, referral to appropriate treatment resources and follow up.

Aitkin County Health and Human Services shall reimburse Central Minnesota Mental Health Center at a daily rate of \$420.00 per client, plus charges for necessary and agreed upon medical care not included as part of the regular program and less third party payments received. When transportation is provided by Central Minnesota Mental Health Center, Aitkin County Health and Human Services shall reimburse the sum of \$150.00 for each trip.

Chairperson, Aitkin County Board

Date

Thomas Burke, Director
Aitkin County Health & Human Services

Date



Lori M. Schmidt
CMMHC Executive Director

12/9/13
Date