

**AITKIN COUNTY HEALTH & HUMAN SERVICES
BOARD MEETING AGENDA
December 22, 2015**

9:05 A.M.

- I. Attendance**
- II. Approval of Health & Human Services Board Agenda**
- III. Review November 24, 2015 Health & Human Service Board Minutes**
- IV. Review Bills**
- V. General/Miscellaneous Information**
 - A. **Approve appointment of new applicants** to the Health & Human Services Advisory Committee as follows:
 - 1. Carol Holton - McGregor – Comm. Dist. #4
 - B. **Approve re-appointment** of Health & Human Services Advisory Committee Members as follows:
 - 1. Joy Janzen - Aitkin - Comm. Dist. #2
 - 2. Kristine Layne – Aitkin - Comm. Dist. #1
- VI. Contracts/Agreements**
 - A. **Ambulance Service Contracts** for the period January 1, 2016 thru December 31, 2016:
 - 1. Meds-1 Ambulance Service, Grand Rapids
 - 2. Mille Lacs Health System, Onamia
 - 3. McGregor Area Ambulance Service, McGregor
 - 4. North Memorial Medical Transportation, Brainerd
 - B. **Purchase of Service Agreements** for the period January 1, 2016 to December 31, 2016 between ACHHS and:
 - 1. New Pathways, Inc, Brainerd
 - 2. Compass Counseling Partners, Nisswa
 - 3. Northern Psychiatric Associates, Baxter
 - 4. George Tetreault, MA, LP, Baxter
 - 5. CORE Professional Services, Brainerd
 - 6. Arrowhead Economic Opportunity Agency (AEOA) Virginia
 - 7. Northeast Minnesota Office of Job Training (NEMOJT) Virginia
 - 8. Nystrom & Associates, Baxter
 - C. **Agreement** between ACHHS and Northland Counseling Center, Inc., for Detoxification Services for the period January 1, 2016 through December 31, 2016.
 - D. **WIC Agreements** - Malmo between ACHHS and the Bethesda Lutheran Church of Malmo for the period January 1, 2016 to December 31, 2016.
 - E. **HealthPartners Participating Provider Agreement** effective January 1, 2016.
 - F. **2016 Family Planning Contract** between ACHHS and Riverwood HealthCare Center, Aitkin, for the period January 1, 2016 through December 31, 2016.
 - G. **IV-D Child Support Cooperative Arrangement** with Aitkin County Offices of Human Services, County Sheriff and County Attorney for the period January 1, 2016 to December 31, 2017
 - H. **Minnesota State/County Child Support Program Cooperative Agreement CY 2016-2017** covering the Administration of Child Support and Establishment of Paternity and Medcial Support Liability Programs by and Between the State of Minnesota DHS and Aitkin County.

VII. Resolutions

- A. Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies

VIII. FYI

- A. Tentative 2016 Health & Human Services Board Meeting Dates

IX. Administrative Reports:

- A. Financial & Transportation Reports

X. Joint Powers Board Reports:

- A. Tri-County Community Health Services Board (CHS)
Commissioner Westerlund / Erin Melz / Tom Burke
December 10, 2015 Meeting Minutes

XI. Committee Reports from Commissioners

- A. H&HS Advisory Committee – Commissioners Westerlund and/or Marcotte
Committee Members attending today: Julie Ann Larkin & Roberta Elvecrog
December 2nd meeting minutes.
- B. AEOA Committee Update – Commissioner Westerlund
- C. NEMOJT Committee Update – Commissioner Napstad
- D. CJI (Children’s Justice Initiative) – Commissioner Westerlund
- E. Lakes & Pines Update – Commissioner Niemi

XII. Break at 9:___ a.m. for _____ minutes Next Meeting – January 26, 2016

**AITKIN COUNTY HEALTH & HUMAN SERVICES
BOARD MEETING MINUTES
November 24, 2015**

I. Attendance

The Aitkin County Board of Commissioners met this 24th day of November, 2015, at 9:04 a.m. as the Aitkin County Health & Human Services Board, with the following members present: Chairperson Commissioner Mark Wedel; Commissioners, Ann Marcotte, Brian Napstad, Don Niemi and Laurie Westerlund; and others present included: County Administrator Nathan Burkett; H&HS Staff Members Tom Burke, Director; Jessi Schultz, Social Service Supervisor; Erin Melz, Public Health Supervisor; Jessica Goble, Income Maintenance Supervisor; Julie Lueck, Clerk to the Health & Human Services Board; and guests; Adam Hoogenakker, Aitkin Independent Age; and Roberta Elvecrog, Amanda Voller and Bob Marcum, H&HS Advisory Committee Member; Bob Harwarth, citizens.

II. Approval of Health & Human Services Board Agenda

Motion by Commissioner Westerlund, seconded by Commissioner Niemi, and carried; the vote was to approve the Agenda.

III. Review October 27, 2015 Health & Human Service Board Minutes

Motion by Commissioner Marcotte, seconded by Commissioner Westerlund, and carried; the vote was to approve the Minutes of the October 27, 2015 Health & Human Services Board Meeting.

IV. Review Bills

Motion by Commissioner Napstad, seconded by Commissioner Niemi, and carried; the vote was to approve the Bills.

V. Contracts/Agreements

- A. Detoxification Services Contract between Central Minnesota Mental Health Center and Aitkin County Health & Human Services for the period January 1, 2016 through December 31, 2016. *Motion by Commissioner Niemi, seconded by Commissioner Marcotte, and carried; the vote was to approve the Detoxification Services Contract between Central Minnesota Mental Health Center and Aitkin County Health & Human Services for the period January 1, 2016 through December 31, 2016.*
- B. Letter of Agreement between ACH&HS and Dr. Mark Heggem, MD at Riverwood Healthcare Center for the period January 1, 2016 through December 31, 2016. *Motion by Commissioner Marcotte, seconded by Commissioner Napstad, and carried; the vote was to approve the Letter of Agreement between ACH&HS and Dr. Mark Heggem, MD at Riverwood Healthcare Center for the period January 1, 2016 through December 31, 2016.*
- C. CMHS Services Agreement between Aitkin County Health & Human Services and Trimin Systems ACS Services (Agency Collection System) for the period January 1, 2016 through December 31, 2016. *Motion by Commissioner Niemi, seconded by Commissioner Marcotte, and carried; the vote was to approve the CMHS Services Agreement between Aitkin County Health & Human Services and Trimin Systems ACS Services (Agency Collection System) for the period January 1, 2016 through December 31, 2016.*

VI. Administrative Reports:

- A. Financial & Transportation Reports - Kathy Ryan reviewed areas of the Financial and Transportation report with the Board. *Motion by Commissioner Napstad, seconded by Commissioner Westerlund, and carried, the vote was to approve the Financial and Transportation Reports as presented.*

VII. Joint Powers Board Reports:

- A. Tri-County Community Health Services Board (CHS)
Commissioner Westerlund / Erin Melz / Tom Burke
October 15, 2015 Meeting Minutes - Erin Melz reviewed the minutes noting the Rainy River Community College Summit to be held December 9th to discuss future programming for the nursing programs. Erin also noted a discussion with respect to reimbursement for the home visiting program. CHS is also in the early stages of drafting a Mutual Aid contract between Aitkin, Itasca and Koochiching counties for assisting each other in times of crisis situations.

VIII. Committee Reports from Commissioners

- A. H&HS Advisory Committee – Commissioners Westerlund and/or Marcotte
Committee Members attending today: Amanda Voller & Bob Marcum
November 4th meeting minutes. Bob Marcum spoke of his appreciation and learning experiences on this Advisory Committee along with the culture of Aitkin County and the fact that the H&HS organization works so well together. He also spoke of his involvement with various committees at the state level and how they also impact Aitkin County.
- B. AEOA Committee Update – Commissioner Westerlund reported no update at this time.
- C. NEMOJT Committee Update – Commissioner Napstad reported no meeting since his last report and the next meeting will be in December.
- D. CJI (Children’s Justice Initiative) – Commissioner Westerlund reported they met and discussed the child re-entry issues and the CJI Conference.
- E. Lakes & Pines Update – Commissioner Niemi reported they had discussed the weatherization and fuel assistance programs of which both have funding and folks are applying for both. There was a question as to whether these funds could be re-allocated if not used during the normal heating season.

IX. Break at 9:47 a.m. for 15 minutes

Next Meeting – December 22, 2015

SLM1
 12/18/15 2:01PM
 Health & Human Services

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>
85003 Aitkin County DAC							
1 05-400-440-0410-6231			22.15	PAPER SHREDDING	11/02/2015 11/30/2015		Services/Labor/Contracts
2 05-400-440-0410-6231			1.86	CLEANING	11/03/2015 11/17/2015		Services/Labor/Contracts
1 05-420-600-4800-6231			51.70	PAPER SHREDDING	11/02/2015 11/30/2015		Services/Labor/Contracts
2 05-420-600-4800-6231			4.33	CLEANING	11/03/2015 11/17/2015		Services/Labor/Contracts
1 05-430-700-4800-6231			73.86	PAPER SHREDDING	11/02/2015 11/30/2015		Services/Labor/Contracts
2 05-430-700-4800-6231			6.19	CLEANING	11/03/2015 11/17/2015		Services/Labor/Contracts
85003 Aitkin County DAC			160.09	6 Transactions			
86222 Aitkin Independent Age							
3 05-400-440-0410-6231			65.34	VOLUNTEER DRIVER AD	11/18/2015 11/28/2015	00001329	Services/Labor/Contracts
3 05-420-600-4800-6231			152.46	VOLUNTEER DRIVER AD	11/18/2015 11/28/2015	00001329	Services/Labor/Contracts
3 05-430-700-4800-6231			217.80	VOLUNTEER DRIVER AD	11/18/2015 11/28/2015	00001329	Services/Labor/Contracts
86222 Aitkin Independent Age			435.60	3 Transactions			
86308 Aitkin Public Schools							
4 15-450-000-0000-6231			27,850.00	'14- '15 LCTS ALLOCATION			Aitkin School Services
86308 Aitkin Public Schools			27,850.00	1 Transactions			
8239 Ameripride Linen & Apparel Services							
5 05-400-440-0410-6422			5.25	CLEANING SUPPLIES	11/10/2015 11/10/2015	220185221	Janitorial Services/Supplies
5 05-420-600-4800-6422			12.25	CLEANING SUPPLIES	11/10/2015 11/10/2015	220185221	Janitorial Services/Supplies
5 05-430-700-4800-6422			17.50	CLEANING SUPPLIES	11/10/2015 11/10/2015	220185221	Janitorial Services/Supplies
8239 Ameripride Linen & Apparel Services			35.00	3 Transactions			
12106 Antoine Electric							

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<u>No.</u> <u>Account/Formula</u>			<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
	<u>Amount</u>				
6 05-400-440-0410-6422	9.24		PINK TUBE GUARDS 12/03/2015 12/03/2015	14000	Janitorial Services/Supplies
6 05-420-600-4800-6422	21.56		PINK TUBE GUARDS 12/03/2015 12/03/2015	14000	Janitorial Services/Supplies
6 05-430-700-4800-6422	30.81		PINK TUBE GUARDS 12/03/2015 12/03/2015	14000	Janitorial Services/Supplies
12106 Antoine Electric	61.61		3 Transactions		
88628 Dalco					
7 05-400-440-0410-6422	21.27		TOWELS 12/03/2015 12/03/2015	2962389	Janitorial Services/Supplies
7 05-420-600-4800-6422	49.63		TOWELS 12/03/2015 12/03/2015	2962389	Janitorial Services/Supplies
7 05-430-700-4800-6422	70.90		TOWELS 12/03/2015 12/03/2015	2962389	Janitorial Services/Supplies
88628 Dalco	141.80		3 Transactions		
11051 Department of Human Services					
15 05-420-650-4400-6025	1,447.33		MA LTC UN 65 11/01/2015 11/30/2015	A300MM7S01I	State/Fed Share - MA
16 05-420-650-4400-6025	2,075.16		MA ESTATE COLLECTIONS- FED 11/01/2015 11/30/2015	A300MM7S01I	State/Fed Share - MA
17 05-420-650-4400-6025	1,037.57		MA ESTATE COLLECTIONS- ST 11/01/2015 11/30/2015	A300MM7S01I	State/Fed Share - MA
8 05-420-620-4100-6011	84.16		MAXIS GA RECOVERIES 10/01/2015 10/31/2015	A300MX01152I	County Share - Ga
11051 Department of Human Services	4,644.22		4 Transactions		
2186 Hillyard Inc - Kansas City					
9 05-400-440-0410-6422	31.22		CLEANING/BATHROOM SUPPLIES 11/25/2015 11/25/2015	601870587	Janitorial Services/Supplies
9 05-420-600-4800-6422	72.85		CLEANING/BATHROOM SUPPLIES 11/25/2015 11/25/2015	601870587	Janitorial Services/Supplies
9 05-430-700-4800-6422	104.08		CLEANING/BATHROOM SUPPLIES 11/25/2015 11/25/2015	601870587	Janitorial Services/Supplies
2186 Hillyard Inc - Kansas City	208.15		3 Transactions		
89080 Meds-1 Ambulance Service Inc					

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10 05-400-401-0000-6813		285.00	AMBULANCE RUNS- NOV'15 11/01/2015 11/30/2015	Meds- 1 Hill City Ambulance
89080 Meds- 1 Ambulance Service Inc		285.00	1 Transactions	
18 13721 Miller's Roofing & Siding 05-400-440-0410-6605		2,589.00	ROOF REPAIR 12/02/2015 12/02/2015	Building & Structure Related Expenditure
18 05-420-600-4800-6605		6,041.00	ROOF REPAIR 12/02/2015 12/02/2015	Building & Structure Related Expenditure
18 05-430-700-4800-6605		8,630.00	ROOF REPAIR 12/02/2015 12/02/2015	Building & Structure Related Expenditure
13721 Miller's Roofing & Siding		17,260.00	3 Transactions	
12 89765 Minnesota Elevator, Inc 05-400-440-0410-6300		24.09	ELEVATOR SERVICE- DEC'15 12/01/2015 12/31/2015	Maintenance/Service Contracts
12 05-420-600-4800-6300		56.22	ELEVATOR SERVICE- DEC'15 12/01/2015 12/31/2015	Maintenance/Service Contracts
12 05-430-700-4800-6300		80.32	ELEVATOR SERVICE- DEC'15 12/01/2015 12/31/2015	Maintenance/Service Contracts
89765 Minnesota Elevator, Inc		160.63	3 Transactions	
11 12745 MJS CONSULTING, INC 05-420-600-4800-6239		541.65	EDOCS- REG 3 ONBASE 15 UPGRADE 11/29/2015 11/29/2015	Software Fees/License Fees
12745 MJS CONSULTING, INC		541.65	1 Transactions	
13 90318 Moore Medical Corp- LLC 05-400-410-0413-6430		60.43	WIC MEDICAL SUPPLIES 11/24/2015 11/24/2015	WIC - Medical Supplies
90318 Moore Medical Corp- LLC		60.43	1 Transactions	
14 3810 Paulbeck's County Market 05-400-440-0410-6405		2.49	AGENCY SUPPLIES 11/23/2015 11/23/2015	Office Supplies
14 05-420-600-4800-6405		5.81	AGENCY SUPPLIES 11/23/2015 11/23/2015	Office Supplies
14 05-430-700-4800-6405		8.31	AGENCY SUPPLIES	Office Supplies

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3810 Paulbeck's County Market		16.61	11/23/2015 3 Transactions		
19 9489 Redwood Toxicology Laboratory, Inc 05-420-630-4800-6800		6.75	SNAP DRUG TESTING 11/07/2015 1 Transactions	022622201511	Other Expenses - Direct Charge
84172 Riverwood Healthcare Center 05-400-430-0407-6262	20	48.60	FAM PLAN- PG TEST 05/13/2015 1 Transactions		Family Planning Services/Methods
84172 Riverwood Healthcare Center		48.60			
21 86177 Sheriff Aitkin County 05-420-640-4800-6270		50.00	IVD SERVICE 0014044555-02 12/14/2015 1 Transactions	20150636	Aitkin Co Sheriff Fees Iv- D
22 05-420-640-4800-6270		25.00	IVD SERVICE 0015332001-01 12/14/2015 1 Transactions	20150637	Aitkin Co Sheriff Fees Iv- D
86177 Sheriff Aitkin County		75.00			
25 88859 Spee*Dee- St Cloud 05-400-440-0410-6231		7.60	PH SERVICE 11/05/2015 1 Transactions	2950367	Services/Labor/Contracts
23 05-420-600-4800-6231		72.04	IM SERVICE 11/05/2015 1 Transactions	2950367	Services/Labor/Contracts
24 05-430-700-4800-6231		8.27	SS SERVICE 11/05/2015 1 Transactions	2950367	Services/Labor/Contracts
88859 Spee*Dee- St Cloud		87.91			
26 10588 Stanley Access Tech LLC 05-400-440-0410-6231		467.28	REPAIR AGENCY FRONT DOOR 12/02/2015 1 Transactions	0904291350	Services/Labor/Contracts
26 05-420-600-4800-6231		1,090.34	REPAIR AGENCY FRONT DOOR 12/02/2015 1 Transactions	0904291350	Services/Labor/Contracts
26 05-430-700-4800-6231		1,557.63	REPAIR AGENCY FRONT DOOR 12/02/2015 1 Transactions	0904291350	Services/Labor/Contracts
10588 Stanley Access Tech LLC		3,115.25			

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<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u> <u>On Behalf of Name</u>
27	86235 The Office Shop Inc 05-400-430-0403-6406		14.57	C&TC LABELS 11/02/2015 11/02/2015	993309-1 PH Program Related Supplies
28	05-400-440-0410-6405		13.33	AGENCY SUPPLIES 11/02/2015 11/02/2015	993634-0 Office Supplies
29	05-400-440-0410-6405		30.84	AGENCY SUPPLIES 11/03/2015 11/03/2015	993692-0 Office Supplies
30	05-400-440-0410-6405		1.43	AGENCY SUPPLIES 11/12/2015 11/12/2015	994233-0 Office Supplies
31	05-400-440-0410-6405		6.68	AGENCY SUPPLIES 11/12/2015 11/12/2015	994234-0 Office Supplies
33	05-400-440-0410-6405		1.31	COLORED PAPER CREDIT 11/22/2015 11/22/2015	C993309-0 Office Supplies
28	05-420-600-4800-6405		31.11	AGENCY SUPPLIES 11/02/2015 11/02/2015	993634-0 Office Supplies
29	05-420-600-4800-6405		71.98	AGENCY SUPPLIES 11/03/2015 11/03/2015	993692-0 Office Supplies
30	05-420-600-4800-6405		3.36	AGENCY SUPPLIES 11/12/2015 11/12/2015	994233-0 Office Supplies
31	05-420-600-4800-6405		15.60	AGENCY SUPPLIES 11/12/2015 11/12/2015	994234-0 Office Supplies
32	05-420-600-4800-6405		90.99	PRINTER TONER(JG) 11/12/2015 11/12/2015	994248-1 Office Supplies
33	05-420-600-4800-6405		3.08	COLORED PAPER CREDIT 11/22/2015 11/22/2015	C993309-0 Office Supplies
28	05-430-700-4800-6405		44.44	AGENCY SUPPLIES 11/02/2015 11/02/2015	993634-0 Office Supplies
29	05-430-700-4800-6405		102.83	AGENCY SUPPLIES 11/03/2015 11/03/2015	993692-0 Office Supplies
30	05-430-700-4800-6405		4.80	AGENCY SUPPLIES 11/12/2015 11/12/2015	994233-0 Office Supplies
31	05-430-700-4800-6405		22.29	AGENCY SUPPLIES 11/12/2015 11/12/2015	994234-0 Office Supplies
33	05-430-700-4800-6405		4.40	COLORED PAPER CREDIT 11/22/2015 11/22/2015	C993309-0 Office Supplies
	86235 The Office Shop Inc		445.46	17 Transactions	
34	10930 Tidholm Productions 05-400-440-0410-6405		12.59	AGENCY BUSINESS CARDS	80835349 Office Supplies

SLM1
 12/18/15 2:01PM
 Health & Human Services

Aitkin County

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<u>No. Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
35 05-400-440-0410-6405		12.59	11/30/2015 11/30/2015 AGENCY BUSINESS CARDS	81075350	Office Supplies
34 05-420-600-4800-6405		29.38	11/30/2015 11/30/2015 AGENCY BUSINESS CARDS	80835349	Office Supplies
35 05-420-600-4800-6405		29.38	11/30/2015 11/30/2015 AGENCY BUSINESS CARDS	81075350	Office Supplies
34 05-430-700-4800-6405		41.98	11/30/2015 11/30/2015 AGENCY BUSINESS CARDS	80835349	Office Supplies
35 05-430-700-4800-6405		41.98	11/30/2015 11/30/2015 AGENCY BUSINESS CARDS	81075350	Office Supplies
10930 Tidholm Productions		167.90	11/30/2015 11/30/2015 6 Transactions		
Final Total		55,807.66	21 Vendors	71 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	27,957.66	Health & Human Services	
	15	27,850.00	Aitkin County Collaborative	
All Funds		55,807.66	Total	Approved by,
			
			

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<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u> <u>On Behalf of Name</u>
6	6094 AADA 05-430-710-3640-6020		292.50	Supervised visitation - Family 11/12/2015 11/25/2015	Family Assessment Response Services
	6094 AADA		292.50	1 Transactions	
65	86222 AITKIN INDEPENDENT AGE 05-430-720-3020-6069		72.60	Child Care Advertising - Commu 11/18/2015 11/21/2015	Community Ed & Prevent/Advertising
	86222 AITKIN INDEPENDENT AGE		72.60	1 Transactions	
30	8125 BACKSTROM/MARILYN 05-430-750-3950-6020		43.75	Public guardianship 06/01/2015 06/30/2015	Public Guardianship Dd
31	05-430-750-3950-6020		8.75	Public guardianship 07/01/2015 07/31/2015	Public Guardianship Dd
32	05-430-750-3950-6020		70.00	Public guardianship 08/01/2015 08/31/2015	Public Guardianship Dd
33	05-430-750-3950-6020		17.50	Public guardianship 09/01/2015 09/30/2015	Public Guardianship Dd
34	05-430-750-3950-6020		70.00	Public guardianship 10/01/2015 10/31/2015	Public Guardianship Dd
35	05-430-750-3950-6020		52.50	Public guardianship 11/01/2015 11/30/2015	Public Guardianship Dd
43	05-430-750-3950-6020		35.00	Public guardianship 06/01/2015 06/30/2015	Public Guardianship Dd
44	05-430-750-3950-6020		8.75	Public guardianship 07/01/2015 07/31/2015	Public Guardianship Dd
45	05-430-750-3950-6020		70.00	Public guardianship 08/01/2015 08/31/2015	Public Guardianship Dd
46	05-430-750-3950-6020		376.25	Public guardianship 09/01/2015 09/30/2015	Public Guardianship Dd
47	05-430-750-3950-6020		70.00	Public guardianship 10/01/2015 10/02/2015	Public Guardianship Dd
	8125 BACKSTROM/MARILYN		822.50	11 Transactions	
41	9791 Bieganeck/Joan M 05-430-760-3950-6020		105.00	Guardianship/Conservator Activ 11/01/2015 11/30/2015	Guardianship/Conservatorship

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<u>No. Account/Formula</u>				<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
9791 Bieganeck/Joan M			105.00	1 Transactions		
13464 Central Lakes Drug Testing						
16 05-430-710-3190-6020			100.00	Drug testing - Court-related s 12/04/2015 12/04/2015		Court Related Services & Activities
17 05-430-710-3190-6020			40.00	Drug testing - Court-related s 12/04/2015 12/04/2015		Court Related Services & Activities
50 05-430-710-3190-6020			100.00	Drug testing - Court-related s 11/19/2015 11/19/2015		Court Related Services & Activities
51 05-430-710-3190-6020			100.00	Drug testing - Court-related s 11/19/2015 11/19/2015		Court Related Services & Activities
13464 Central Lakes Drug Testing			340.00	4 Transactions		
12191 COOPER/SHIRLIE						
54 05-430-710-3820-6040			87.00	Relative custody assistance 12/01/2015 12/31/2015		Relative Custody Assistance
12191 COOPER/SHIRLIE			87.00	1 Transactions		
11051 Department of Human Services						
71 05-430-720-3110-6069			361.42	BSFE County Match Invoice #A30 10/01/2015 10/31/2015		Bsf Child Care
72 05-430-720-3110-6069			361.42	BSFE County Match Invoice #A30 11/01/2015 11/30/2015		Bsf Child Care
62 05-430-730-3590-6072			685.75	CCDTF Maintenance of Effort 09/01/2015 09/30/2015		Ccdtf County % State Billings
63 05-430-730-3590-6072			4,255.42	CCDTF Maintenance of Effort 10/01/2015 10/31/2015		Ccdtf County % State Billings
11051 Department of Human Services			5,664.01	4 Transactions		
91345 Elvecrog/Roberta C						
20 05-430-750-3950-6020			35.00	Public guardianship 11/01/2015 11/30/2015		Public Guardianship Dd
21 05-430-750-3950-6020			105.00	Public guardianship 11/01/2015 11/30/2015		Public Guardianship Dd
38 05-430-760-3950-6020			105.00	Guardianship/Conservatorship 11/01/2015 11/30/2015		Guardianship/Conservatorship
56 05-430-760-3950-6020			70.00	Guardianship/Conservatorship 11/01/2015 11/30/2015		Guardianship/Conservatorship

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 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 Bnf #</u>	<u>On Behalf of Name</u>
91345 Elvecrog/Roberta C			4 Transactions		
13444 HONORABLE GUARDIAN SERVICES			6 Transactions		
2 05-430-760-3950-6020		70.00	Guardianship/Conservatorship 07/01/2015 07/31/2015		Guardianship/Conservatorship
3 05-430-760-3950-6020		70.00	Guardianship/Conservatorship 08/01/2015 08/31/2015		Guardianship/Conservatorship
4 05-430-760-3950-6020		70.00	Guardianship/Conservatorship 09/01/2015 09/30/2015		Guardianship/Conservatorship
22 05-430-760-3950-6020		23.00	Guardianship/Conservatorship 07/01/2015 07/31/2015		Guardianship/Conservatorship
23 05-430-760-3950-6020		23.00	Guardianship/Conservatorship 08/01/2015 08/31/2015		Guardianship/Conservatorship
24 05-430-760-3950-6020		23.00	Guardianship/Conservatorship 09/01/2015 09/30/2015		Guardianship/Conservatorship
13444 HONORABLE GUARDIAN SERVICES		279.00	6 Transactions		
10416 Janzen Steel/Connie C			1 Transactions		
28 05-430-740-3890-6020		100.00	Child Respite Care 12/11/2015 12/13/2015		Child Mfr Respite
10416 Janzen Steel/Connie C		100.00	1 Transactions		
6110 Lakes & Pines CAC, Inc			1 Transactions		
68 05-430-745-3070-6020		1,618.90	Advertising - Family Resource 10/01/2015 10/31/2015		Early Identification And Intervention
6110 Lakes & Pines CAC, Inc		1,618.90	1 Transactions		
11072 Lutheran Social Service Of Mn- St Paul			1 Transactions		
1 05-430-750-3950-6020		66.16	Public guardianship 10/08/2015 10/28/2015		Public Guardianship Dd
11072 Lutheran Social Service Of Mn- St Paul		66.16	1 Transactions		
87101 North Homes- Standard			1 Transactions		
59 05-430-710-3890-6020		191.37	Respite Care 11/13/2015 11/16/2015		Respite Care - Non Foster Care
87101 North Homes- Standard		191.37	1 Transactions		
10977 Northern Psychiatric Associates					

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 Health & Human Services

Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

<u>Vendor Name</u>	<u>Accr</u>	<u>Rpt</u>	<u>Amount</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No.</u> <u>Account/Formula</u>				<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
13 05-430-740-3050-6020			239.68	Child Outpatient Diagnostic As 11/13/2015 11/13/2015		Child Outpat Assess/Psyc. Testing
14 05-430-740-3050-6020			239.68	Child Outpatient Diagnostic As 11/13/2015 11/13/2015		Child Outpat Assess/Psyc. Testing
67 05-430-740-3900-6020			405.00	Clinical supervision- Child Rul 11/06/2015 11/17/2015		Child Rule 79 Case Mgmt
5 05-430-745-3085-6020			239.68	Adult Outpatient Diagnostic As 11/13/2015 11/13/2015		Adult Outpat Diagnostic Assess/Psyc
60 05-430-745-3085-6020			239.68	Adult Outpatient Diagnostic As 11/13/2015 11/13/2015		Adult Outpat Diagnostic Assess/Psyc
69 05-430-745-3910-6020			405.00	Clinical supervision- Adult Rul 11/06/2015 11/17/2015		Adult Rule 79 Case Mgmt
10977 Northern Psychiatric Associates			1,768.72	6 Transactions		
70 3639 Northland Counseling Ctr Inc 05-430-730-3710-6020			1,625.00	Detoxification (Category I) 11/03/2015 11/12/2015		Detoxification - Grand Rapids
3639 Northland Counseling Ctr Inc			1,625.00	1 Transactions		
55 88193 Oakridge Homes Of Aitkin 05-430-740-3890-6057			407.22	Child Respite Care 11/27/2015 11/29/2015		Mh Respite - Foster Care
88193 Oakridge Homes Of Aitkin			407.22	1 Transactions		
18 90748 Oakridge Homes Sils 05-430-750-3340-6073			109.33	Semi- Independent Living Servic 10/30/2015 10/30/2015		Semi- Independent Living Serv (Sils)
19 05-430-750-3340-6073			496.19	Semi- Independent Living Servic 11/06/2015 11/27/2015		Semi- Independent Living Serv (Sils)
36 05-430-750-3340-6073			58.87	Semi- Independent Living Servic 10/30/2015 10/31/2015		Semi- Independent Living Serv (Sils)
37 05-430-750-3340-6073			782.13	Semi- Independent Living Servic 11/02/2015 11/30/2015		Semi- Independent Living Serv (Sils)
49 05-430-750-3340-6073			487.78	Semi- Independent Living Servic 11/02/2015 11/24/2015		Semi- Independent Living Serv (Sils)
90748 Oakridge Homes Sils			1,934.30	5 Transactions		
12676 OESTREICH/LINDA J						

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 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>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>	
26 05- 430- 710- 3820- 6040	52.00	Relative custody assistance 12/01/2015 12/31/2015		Relative Custody Assistance	
12676 OESTREICH/LINDA J	52.00	1 Transactions			
66 3810 PAULBECK'S COUNTY MARKET 05- 430- 710- 3980- 6020	24.98	Child Foster Care Training exp 11/03/2015 11/03/2015		License & Resource Development	
3810 PAULBECK'S COUNTY MARKET	24.98	1 Transactions			
27 13490 Pierce/Kimberly Kay 05- 430- 720- 3140- 6057	127.30	50% daycare reimbursement for 10/26/2015 11/20/2015		Day Care- Foster Care	
13490 Pierce/Kimberly Kay	127.30	1 Transactions			
61 87514 Pine Manors Inc 05- 430- 730- 3710- 6080	1,950.00	Detoxification (Category I) 10/31/2015 11/11/2015		Detoxification - Other	
87514 Pine Manors Inc	1,950.00	1 Transactions			
25 9489 Redwood Toxicology Laboratory, Inc 05- 430- 710- 3181- 6020	3.50	UA- Health- related services 11/20/2015 11/20/2015		Drug Testing - CMCC Juveniles	
39 05- 430- 710- 3181- 6020	17.75	UA- Health- related services 11/20/2015 11/20/2015		Drug Testing - CMCC Juveniles	
40 05- 430- 710- 3181- 6020	6.75	UA- Health- related services 11/20/2015 11/20/2015		Drug Testing - CMCC Juveniles	
48 05- 430- 710- 3181- 6020	3.50	UA- Health- related services 11/14/2015 11/14/2015		Drug Testing - CMCC Juveniles	
58 05- 430- 710- 3181- 6020	17.75	UA- Health- related services 11/20/2015 11/20/2015		Drug Testing - CMCC Juveniles	
7 05- 430- 710- 3190- 6020	13.50	Drug testing - Court- Related S 11/12/2015 11/20/2015		Court Related Services & Activities	
8 05- 430- 710- 3190- 6020	2.50	Drug Testing - Court- Related S 11/12/2015 11/12/2015		Court Related Services & Activities	
9 05- 430- 710- 3190- 6020	25.00	Drug testing - Court- Related S 11/18/2015 11/18/2015		Court Related Services & Activities	
10 05- 430- 710- 3190- 6020	10.00	Drug testing - Court- Related S 11/18/2015 11/18/2015		Court Related Services & Activities	

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 Health & Human Services

Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No.</u> <u>Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u> <u>On Behalf of Name</u>
11 05-430-710-3190-6020		25.00	Drug testing - Court-Related S 11/29/2015 11/29/2015	Court Related Services & Activities
12 05-430-710-3190-6020		6.75	Drug testing - Court-Related S 11/29/2015 11/29/2015	Court Related Services & Activities
9489 Redwood Toxicology Laboratory, Inc		132.00	11 Transactions	
9360 Redwood Toxicology Laboratory, Inc.				
73 05-430-710-3180-6020		348.19	SOCIAL SERVICE DRUG TESTING SU 12/10/2015 12/10/2015	Health- Related Services
9360 Redwood Toxicology Laboratory, Inc.		348.19	1 Transactions	
88890 SCHARRER/SHIRLEY				
42 05-430-750-3950-6020		70.00	Public guardianship 11/01/2015 11/30/2015	Public Guardianship Dd
52 05-430-750-3950-6020		70.00	Public guardianship 11/01/2015 11/30/2015	Public Guardianship Dd
88890 SCHARRER/SHIRLEY		140.00	2 Transactions	
12573 SCHLEIFER/DANI				
53 05-430-710-3820-6040		27.00	Relative custody assistance 12/01/2015 12/31/2015	Relative Custody Assistance
57 05-430-710-3820-6040		8.00	Relative custody assistance 12/01/2015 12/31/2015	Relative Custody Assistance
12573 SCHLEIFER/DANI		35.00	2 Transactions	
86177 SHERIFF AITKIN COUNTY				
64 05-430-720-3980-6020		30.00	Day Care Background Check - Li 12/07/2015 12/07/2015	License And Resource Development
86177 SHERIFF AITKIN COUNTY		30.00	1 Transactions	
9140 SIMAR/CANDACE				
15 05-430-760-3950-6020		70.00	Guardianship/conservatorship 11/01/2015 11/30/2015	Guardianship/Conservatorship
9140 SIMAR/CANDACE		70.00	1 Transactions	
13607 WARNER/SARA				
29 05-430-750-3350-6020		371.67	Monthly grant - Family Support 12/01/2015 12/31/2015	Family Support Program

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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>
13607 WARNER/SARA			1 Transactions		
Final Total		18,970.42	28 Vendors	73 Transactions	

Aitkin County

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



Recap by Fund	Fund	AMOUNT	Name	
	5	18,970.42	Health & Human Services	
	All Funds	18,970.42	Total	Approved by,
			
			

AITKIN COUNTY HEALTH & HUMAN SERVICES
Advisory Committee
Application Form

NAME: CAROLE A HOLTEN
(First) (MI) (Last)

ADDRESS: 48263 241ST PLACE HOME PHONE: 218 426 3627

BUSINESS PHONE: —

CELL PHONE: 218-820-3577

E-MAIL ADDRESS: RatLake89@Frontier.com

EMPLOYER: _____ OCCUPATION: Retired

EMPLOYER ADDRESS: _____

1. Please state your reason for applying: Interest in services for people of Aitkin County

2. What has been your past involvement with Public Health Services, Social Services, Financial Services and other civic and community activities: Area Director for Special Olympics Board member - Tres. for ANGELS. 20 yrs as Clerk for Workman Township Vol. @ McGregor School one day a week. Worked @ Honeywell in finance for 30 yrs.

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: Carole Holten Date: 12/10/15

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: CAROLE A. HOLTEN

STREET ADDRESS OF APPLICANT:

48263 241st Place
M^cGregor Mn 55760

PHONE NUMBERS:

DAYS 218-426 3627
EVENINGS 218-426 3627

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 retired from Honeywell with 30 years all in the Financial area.
When retiring to M^cGregor in 1989 I started my volunteer work
Area 5 Director for Special Olympics, Clerk for Workman Township 20yr.
Board member and Treasurer for Angels. One day a week vol. at
M^cGregor School in 1st grade. Member Grace Lutheran Church
Hold several positions - Church related.

I feel I have covered many aspects of work with many
different organizations involving young, old, special needs.
That qualify me for a member of this board.

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

Carole A. Holten
Signature of Applicant

12/10/15
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 #: _____

Advisory Committee

Application Form

NAME: Joy (First) A. (MI) Janzen (Last)

ADDRESS: 36208 Dec St HOME PHONE: 218-927-6119
Aitkin BUSINESS PHONE: _____

CELL PHONE: _____

E-MAIL ADDRESS: janze003@umn.edu

EMPLOYER: _____ OCCUPATION: Retired

EMPLOYER ADDRESS: _____

1. Please state your reason for applying: Interest in Health & Human Services - to become familiar with departments and how they operate
2. What has been your past involvement with Public Health Services, Social Services, Financial Services and other civic and community activities: Service on the Health & Human Service Committee for two years, worked nutrition education program for 22 years, Lions member over 10 years, Community meal board for 8 years.
3. Are you able to attend meetings during the day? Yes No
 Currently this committee meets at 3:30 p.m. on the first Wednesday of each month.
4. Are you able to attend at least 10 meetings each year? Yes No
5. Would you be willing to serve a one-year or two-year term?
 One-year Two-year

Signature of Applicant: Joy Janzen Date: 10-17-2015

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

OCT 21 2015

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)

1968 Stout State University - Bachelor in Home Economics

1968 - 1972 Ext. Educator for Aitkin Co.

Owner of Patchwork Shop in Aitkin

1991 - 2007 Nutrition Education Asst in Aitkin Co.

1968 - present member of St. John's Lutheran Church

and served a Superintendent of Sunday School & Vacation

Bible School and church finance council, Aitkin Lion

President & executive board, Aitkin HS Community Ed. Committee,

Aitkin Community Meal board served as chairman & secretary.

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 Joy Janzen

Date 10-16-2015

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 X No _____

Is this application submitted at the suggestion of appointing authority? Yes X 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 #: _____

OCT 21 2015

AITKIN COUNTY HEALTH & HUMAN SERVICES
Advisory Committee
Application Form

V. - B. - 2

NAME: Kristine A Layne
(First) (MI) (Last)

ADDRESS: 35728 387th AVE HOME PHONE: 218-839-3336
BUSINESS PHONE: 218-927-5521
CELL PHONE: 218-839-3336

E-MAIL ADDRESS: KLayne@Riverwoodhealthcare.org

EMPLOYER: Riverwood OCCUPATION: CNO

EMPLOYER ADDRESS: 200 Banker Hill Drive

1. Please state your reason for applying: Be involved in Health Care in Aitkin Community - Volunteer Service
2. What has been your past involvement with Public Health Services, Social Services, Financial Services and other civic and community activities: Board Member for two years on Health And Human Services
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: Kristine Layne Date: 10/7/15

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:

Keistine Layne

STREET ADDRESS OF APPLICANT:

35728 387th AVE

Aitkin, MN 56431

PHONE NUMBERS:

DAYS 218-927-5521

EVENINGS 218-839-3336

AITKIN COUNTY COMMISSIONER DISTRICT

Spencer Township

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)

BS in Nursing, MS Health Care Administration

Worked in Health Care since 1976.

CNO at Riverwood Healthcare since 2003

ON Aitkin Health Service Advisory Board

ON CLC Advisory Board

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

Keistine Layne
Signature of Applicant

10/2/15
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 #: _____

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, 2016, and terminating December 31, 2016.
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, 2017. 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

William Kevin McVick

 Contractor and Title

11-19-15

 Date

William Kevin McVick Meds-1 EMS

 Printed Name of Contractor signing this document

Approved as to form and execution:

 Aitkin County Attorney

 Date

AMBULANCE SERVICE CONTRACT

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, 2016, and terminating December 31, 2016.
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, 2017. Document shall be mailed to:

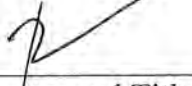
TOM BURKE, DIRECTOR
 AITKIN COUNTY HEALTH & HUMAN SERVICES
 204 1st STREET N.W.
 AITKIN, MN 56431

 Tom Burke, Director of ACH&HS

 Date

 Chairperson – Aitkin County Board of Commissioners

 Date



11/19/15

 Contractor and Title

 Date

Bill Nelson, CEO

Printed Name of Contractor signing this document

Approved as to form and execution:

 Aitkin County Attorney

 Date

AMBULANCE SERVICE CONTRACT

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, 2016, and terminating December 31, 2016.
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, 2017. 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

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, 2016, and terminating December 31, 2016.
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, 2017. 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, 2016 to December 31, 2016.

WITNESSETH

WHEREAS, the AGENCY understands that New Pathways, Inc. has partnered with area churches to provide a program called New Pathways' The Path to Home - 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' The Path to Home 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.

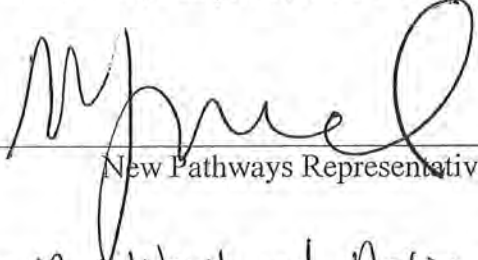
IN WITNESS WHEREOF, the AGENCY and the CONTRACTOR have executed this agreement as of the day and year first written above.

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: 11-25-15

MaryAnn Westlund Acting Executive Director
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**, 204 – 1st Street NW, Aitkin, Minnesota 56431, hereafter referred to as the Department and **Compass Counseling Partners**, 25282 Hazelwood Drive, Nisswa, MN 56468, hereafter referred to as Contractor; enter into this agreement for the period from **January 1, 2016, to December 31, 2016**.

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.

Psychological evaluations and tests ordered by the court system will be subject to review by the Department to determine whether said evaluations and tests appropriately fall under the terms of this agreement. If Department determines that said evaluations and tests 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.

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 Contractor's 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 **Compass Counseling Partners** 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 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 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 Frank Weber. 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 Contractor's 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 \$1,000,000.

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. **Compass Counseling Partners** 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 (Compass Counseling Partners) have executed this agreement as of the day and year first above written:

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

DATE: _____

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

DATE: _____

BY: _____
Dan Marquardsen, MS, LP
Compass Counseling Partners

DATE: _____

BY: _____
Jennifer Vaughn, MS, LMFT
Compass Counseling Partners

DATE: _____

APPROVED AS TO FORM AND EXECUTION

BY: _____
James Ratz, Aitkin County Attorney

DATE: _____

COST & DELIVERY OF PURCHASED SERVICES

A.	Pre-Petition Screens		\$100.00/hour
B.	Psychological Assessment	Flat Rate	\$600.00
	Additional Charges for:		
	WAIS		\$200.00
	WISC		\$200.00
	WRAT		\$ 80.00
C.	Outpatient Psychiatric Evaluation	Flat Rate	\$440.00

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, 2016, to December 31, 2016.

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 Contractor's 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 or for any purpose not directly connected with the administration of the Departments 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 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 \$150.00/hour
 Diagnostic Assessments and
 Psychological Evaluations

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
Clinical Supervision via conference call	@	\$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

PURCHASE OF SERVICE AGREEMENT

VI. - B. - 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, 2016, to December 31, 2016.**

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

PURCHASE OF SERVICE AGREEMENT

The Aitkin County Health & Human Services Courthouse, Aitkin, Minnesota 56431, hereafter referred to as the Department and CORE Professional Services, P.A., 617 Oak Street, Brainerd, MN 56401, hereafter referred to as Contractor, enter into this agreement for the period from January 1, 2016, to December 31, 2016.

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.

Psychological evaluations and tests ordered by the court system will be subject to review by the Department to determine whether said evaluations and tests appropriately fall under the terms of this agreement. If Department determines that said evaluations and tests 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.

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 Contractor's 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 CORE 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 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 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 Frank Weber. 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 Contractor's 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 \$1,000,000.

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. CORE 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 (CORE Professional Services, P.A.) have executed this agreement as of the day and year first above written:

BY: _____
Aitkin County Health & Human Services Director

DATE: _____

BY: _____
Aitkin County Health & Human Services Board Chairperson

DATE: _____

BY: _____
CORE Professional Services, P.A. President

DATE: _____

APPROVED AS TO FORM AND EXECUTION

BY: _____
County Attorney or Assistant

DATE: _____

COST & DELIVERY OF PURCHASED SERVICES

Case Consultation \$90.00/hour

Between a member of CORE staff and an outside professional (listed below) regarding a client who is active in our agency. This includes phone and/or in-person contact. Outside professional is defined as:

- 1) Social Workers at Aitkin County Health & Human Services
- 2) Probation Officer
- 3) Aitkin County Sheriff's Dept.
- 4) Aitkin County Attorney
- 5) Guardian Ad Litem

Pre-Petition Screens \$100.00/hour

Psychological Assessment	Flat Rate	\$600.00
Additional Charges for:		
WAIS		\$200.00
WISC		\$200.00
WRAT		\$ 80.00

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, 2016 to December 31, 2016.

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 ProvidedA. **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 \$142,077.00 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, 2016 to December 31, 2016.

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.

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, 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/lfserver/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.

Consolidated MFIP Support Services Grant 2016 Allocation

Allocation: 204,807 Admin Limit: 15,361

MFIP Employment Services:

Original

12 Month Allocation	104,038.00
Administration	15,361.00
	<hr/>
	119,399.00

Per Service Provider 59,699.50

Qtrly Payments per Provider=
14,924.88

DWP Employment Services:

12 Month Allocation 22,678.00

Per Service Provider 11,339.00

Qtrly Payments per Provider=
2,834.75

Crisis:

12 Month Allocation 30,129.00

County Administration:

12 Month Allocation 32,601.00

204,807.00

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, 2016 to December 31, 2016.

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 ProvidedA. **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 \$142,077.00 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, 2016 to December 31, 2016.

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.

Consolidated MFIP Support Services Grant 2016 Allocation

Allocation: 204,807 Admin Limit: 15,361

MFIP Employment Services:

	Original
12 Month Allocation	104,038.00
Administration	15,361.00
	<hr/>
	119,399.00

Per Service Provider 59,699.50

Qtrly Payments per Provider=
14,924.88

DWP Employment Services:

12 Month Allocation 22,678.00

Per Service Provider 11,339.00

Qtrly Payments per Provider=
2,834.75

Crisis:

12 Month Allocation 30,129.00

County Administration:

12 Month Allocation 32,601.00

204,807.00

PURCHASE OF SERVICE AGREEMENT

The **Aitkin County Health & Human Services**, 204 – 1st Street NW, Aitkin, Minnesota 56431, hereafter referred to as the Department and **Nystrom & Associates**, 13021 Evergreen Drive, Baxter, MN 56425, hereafter referred to as Contractor, enter into this agreement for the period from **January 1, 2016, to December 31, 2016**.

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.

Psychological evaluations and tests ordered by the court system will be subject to review by the Department to determine whether said evaluations and tests appropriately fall under the terms of this agreement. If Department determines that said evaluations and tests 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.

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 Contractor's 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 **Nystrom & 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 or 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 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 Frank Weber. 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 Contractor's 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 \$1,000,000.

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. **Nystrom & 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 (Nystrom & Associates, Ltd.) have executed this agreement as of the day and year first above written:

BY: _____
Aitkin County Health & Human Services Director

DATE: _____

BY: _____
Aitkin County Health & Human Services Board Chairperson

DATE: _____

BY: _____
Nystrom & Associates, President

DATE: _____

Printed Name and Title of Person Signing this document

APPROVED AS TO FORM AND EXECUTION

BY: _____
Aitkin County Attorney

DATE: _____

COST & DELIVERY OF PURCHASED SERVICES

A. Case Consultation \$90.00/hour

Between a member of Nystrom & Associates staff and an outside professional (listed below) regarding a client who is active in our agency. This includes phone and/or in-person contact. Outside professional is defined as:

- 1) Social Workers at Aitkin County Health & Human Services
- 2) Probation Officer
- 3) Aitkin County Sheriff's Dept.
- 4) Aitkin County Attorney
- 5) Guardian Ad Litem

B. Pre-Petition Screens \$100.00/hour

C. Psychological Assessment	Flat Rate	\$600.00
Additional Charges for:		
	WAIS	\$200.00
	WISC	\$200.00
	WRAT	\$ 80.00

D. Outpatient Psychiatric Evaluation Flat Rate \$440.00

E. Outpatient Psychiatric Med Check Flat Rate \$205.00

F. Outpatient Therapy Flat Rate \$136.00

G. Travel \$.45/minute

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

THIS AGREEMENT, made and entered into the 1st day of January, 2016, 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, 2016, through December 31, 2016, 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, 2016, the COUNTY will pay for such purchased services in the amount of \$325.00 per patient day for the remaining calendar year 2016. 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 and Title 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) 927-7200
1-800-328-3744

CLIENT NAME: DATE OF SERVICE CHARGE \$325/DAY
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

WIC AGREEMENT—Malmo

THIS AGREEMENT is made and entered into the 1st day of January, 2016 by and between Aitkin County Health and Human Services for the Aitkin County WIC Program, hereinafter referred to as the "Agency" and the Bethesda Lutheran Church of Malmo, hereinafter referred to as the "Bethesda Lutheran Church".

IN CONSIDERATION of the mutual promises, agreements, and understanding hereinafter set forth, it is agreed as follows:

1. The Bethesda Lutheran Church will provide space within their premises for the Agency to administer the Aitkin County WIC Program for eligible Women, Infants, and Children through WIC Clinics at a rate of \$15.00 per day of use.
2. The Agency will hold the Clinic at the contracted location once a month.
3. The time and dates of the WIC Clinic will be:

Every third Wednesday of the month: 9:00 a.m. – 4:30 p.m.

Any changes in rental fees, times or dates will be negotiated between the Agency and the Bethesda Lutheran Church.
4. The Bethesda Lutheran Church will provide tables, chairs, heat and light for the Agency to carry out the WIC Clinic. The Agency agrees to leave the premises in the same condition as at the beginning of the Clinic.
5. The Bethesda Lutheran Church shall take all necessary steps to maintain and keep the premises in a safe and clean condition. This shall include (a) sidewalks and parking areas cleared of snow and ice and other obstructions; (b) stairways and walkways cleared of clutter and in safe repair; (c) electrical hazards removed from the Department's area.
6. This agreement shall continue and be binding upon both parties until December 31st, 2016. Termination of this agreement may be made by either party with sixty (60) days written notice of intention to the other party.
7. The Lessor agrees to abide by all Federal and State nondiscrimination legislation to the effect that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the basis of race, color, national origin, age, sex, or handicap in regards to the WIC Program.

WIC AGREEMENT—Malmo

Aitkin County Health and Human Services

By: _____

Printed Name: Tom Burke

Its: Director

Date: _____

Malmo Bethesda Lutheran Church

By: _____

Printed Name: _____

Its: _____

Date: _____

Aitkin County Board of Commissioners

By: _____

Printed Name: Mark Wedel

Its: Chairperson

Date: _____

Approved as to form and execution:

By: _____

Jim Ratz, County Attorney

Date: _____

Revised 11/15

Jl-h:\Contracts\Pubhealth\WIC\2016\Malmo-2016

HEALTHPARTNERS
PARTICIPATING PROVIDER AGREEMENT

THIS AGREEMENT is made effective January 1, 2016 ("Effective Date"), by and between HEALTHPARTNERS, INC. ("HPI"), and COUNTY OF AITKIN ("PROVIDER").

RECITALS:

- A. HPI is a duly licensed health maintenance organization which arranges for the provision of health care services to Members. HPI desires to engage PROVIDER for the provision of health care services to such Members.
- B. PROVIDER is a duly licensed entity composed of appropriately licensed, registered, certified, accredited or otherwise duly authorized health care professionals. PROVIDER desires to provide certain health care services to Members, pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, the Parties agree as follows:

ARTICLE I
DEFINITIONS

The following definitions will apply to this Agreement and to all addenda, appendices, attachments and exhibits attached hereto:

Section 1.1. "**Affiliate**" means any entity or organization: (i) that has established one or more Plans ("Plan Sponsor") and is self-insured for such Plans, and such Plan Sponsor has purchased a Product from HPI or a Related Organization in connection with such Plans; (ii) that has purchased a Product from HPI or a Related Organization in connection with one or more Plans established, underwritten, offered, administered, provided or sponsored by one or more Plan Sponsors; or (iii) that has purchased a Product from HPI or a Related Organization where HPI or the Related Organization provides and/or arranges for health care services and supplies and/or administrative services, and such entity or organization is not otherwise described in (i) or (ii) above. Notwithstanding the foregoing, "Affiliate" does not include an entity or organization that has purchased a commercial Product insured by HPI or a Related Organization, nor does it include the Centers for Medicare and Medicaid Services of the U.S. Department of Health and Human Services, the Department of Human Services of the State of Minnesota, or the U.S. Office of Personnel Management for the Federal Employees Health Benefits Program. If the entity or organization has purchased a commercial Product insured by HPI or a Related Organization and is also a Plan Sponsor who has purchased a Product with HPI or a Related Organization in connection with a self-insured Plan, then such entity or organization is considered an "Affiliate" under this Agreement with respect to such self-insured Plan only.

Section 1.2. "**Affiliate Member**" means a Member enrolled in a Plan that is either administered by an Affiliate, or insured or self-insured by an Affiliate.

Section 1.3. "**Allied Health Professional**" means a non-physician health care professional who is appropriately licensed, registered, certified, accredited or otherwise duly authorized in the state or states in which he or she practices, is an employee, independent contractor or

agent of PROVIDER and has been accepted by HPI in accordance with HPI credentialing standards.

- Section 1.4.** “**Assigned Member**” means an individual eligible and enrolled to receive Covered Services through a Product that (i) requires the individual to be assigned to a primary care clinic, and (ii) for certain services rendered outside of the care system, as defined by the HPI Administrative Program, requires that the individual have a recommendation for services to access health care services from PROVIDER.
- Section 1.5.** “**Certificate of Coverage**” means the document and any amendments thereto that is issued to Members and which describes the benefits and Covered Services to which the member is entitled under the applicable Product. The term "Certificate of Coverage" includes, without limitation, summary plan descriptions.
- Section 1.6.** “**Clean Claim**” means a claim that (i) satisfies all applicable rules and requirements related to claims set forth in the HPI Administrative Program (“Medical Claim Policies”) and (ii) meets all applicable state and federal laws and regulations as amended from time to time, including, without limitation, Minnesota Statutes §62Q.75 (the “Minnesota Prompt Pay Statute”).
- Section 1.7.** “**Covered Services**” means those health care services and supplies available under the applicable Plan, as described in the applicable Certificate of Coverage.
- Section 1.8.** “**Coinsurance**” means the percentage of the total contract rate for a Covered Service, less any applicable Deductible amount that the Member is responsible for under the Member’s Certificate of Coverage.
- Section 1.9.** “**Complaint**” means any grievance expressed by a Member regarding the provision of health care services, including, without limitation, grievances regarding the scope of coverage for health care services, retrospective denials or limitations of payment for services, eligibility issues, denials, cancellations, nonrenewals of coverage, administrative operations, and the quality, timeliness, and appropriateness of health care services rendered.
- Section 1.10.** “**Copayment**” means the flat dollar amount for a Covered Service that the Member is responsible for under the Member’s Certificate of Coverage.
- Section 1.11.** “**Deductible**” means the dollar amount for which a Member is responsible per calendar year before benefits become payable under the Member’s Certificate of Coverage.
- Section 1.12.** “**HPI Administrative Program**” means all administrative protocols, programs, policies and procedures developed, established and administered by HPI or another entity authorized by HPI, incorporated herein by reference, and as amended from time to time by HPI or such other authorized entity, and communicated, in writing or via electronic means, to PROVIDER or as made available to PROVIDER via electronic means. HPI shall communicate the HPI Administrative Program to PROVIDER in writing, via HPI’s website at www.healthpartners.com/hpiadministrative, or via other electronic means. Such administrative protocols, programs, policies and procedures may address or pertain to, without limitation, quality assurance, quality improvement, risk management, credentialing, re-credentialing, utilization management, pre-certification, notification, prior authorization, recommendation for services, secondary recommendation for

services, benefit review, concurrent review, medical care guidelines and protocols, quality review, discharge planning, medical case management and claims processing.

- Section 1.13. **“Member”** means any person eligible and enrolled to receive Covered Services through a Product.
- Section 1.14. **“Participating Allied Health Professional”** means any duly licensed Allied Health Professional that has in force an effect an agreement with HPI or a Related Organization, or on whose behalf an agreement with HPI or a Related Organization has been entered into, to provide or arrange for the provision of Covered Services.
- Section 1.15. **“Participating Hospital”** means any hospital or other health care facility that has in force and effect an agreement with HPI or a Related Organization to provide or arrange for the provision of Covered Services to Members.
- Section 1.16. **“Participating Physician”** means any duly licensed physician: (a) who is employed by HPI or a Related Organization; (b) who has entered into an agreement with HPI or a Related Organization to provide or arrange for the provision of Covered Services to Members or who otherwise is authorized under a Product sold or administered by HPI, a Related Organization or an Affiliate, to provide Covered Services to Members; or (c) who practices with an entity that has entered into an agreement described in (b) above or which is authorized under a Product as in (b) above.
- Section 1.17. **“Participating Provider”** means any health care provider or health care facility, including, PROVIDER, Participating Physicians, Participating Allied Health Professional and Participating Hospitals, that have in force and effect an agreement with HPI or a Related Organization to provide or arrange for the provision of Covered Services.
- Section 1.18. **“Physician”** means a physician who is appropriately licensed in the state or states in which he or she practices, is an employee, independent contractor or agent of PROVIDER and has been accepted by HPI in accordance with HPI credentialing standards.
- Section 1.19. **“Plan”** means a plan or program to pay and/or arrange for health care services and supplies, as may be amended from time to time. This term will not include any Medicare Advantage Private Fee For Service plan (the "MA PFFS Plan").
- Section 1.20. **“Product”** means any contract where HPI or a Related Organization agrees to pay and/or arrange for health care services and supplies and/or provide administrative services including, without limitation, contracts involving governmental Plans, with the exception of any product governed by a contract between CMS and HealthPartners or its Related Organization for a Medicare Advantage Private Fee For Service product (the "MA PFFS Product"), as may be amended from time to time.
- Section 1.21. **“Related Organization”** means:
- (a) any organization now or hereafter formed: 1) which is controlled by HPI; 2) which controls HPI; 3) which is controlled by another organization that also controls HPI; 4) a majority of the board of directors of which consists of persons who are simultaneously directors of HPI; 5) the directors of which constitute a majority of the directors of HPI; or 6) which is controlled by any organization described in this subsection; or

- (b) any association, joint venture or contractual arrangement entered into by any organization described in subsection (a) above, in which said organization can be said to control or have equal right to control the association, joint venture, or contractual arrangement.

For the purpose of this provision, "control" means the authority to elect, appoint, confirm, or remove fifty percent (50%) or more of the board of directors (or other governing body) of the organization, association, joint venture or contractual arrangement.

Section 1.22. **"Self Accessing Member"** means an individual eligible and enrolled to receive Covered Services through a Product that does not require the individual to have a recommendation for services to access health care services from PROVIDER.

ARTICLE II PROVIDER SERVICES

Section 2.1 **Authority to Bind Physicians and Allied Health Professionals.** PROVIDER represents and warrants that PROVIDER is legally authorized to negotiate on behalf of and to bind Participating Providers to abide by the terms and conditions of this Agreement, as amended from time to time. Notwithstanding any contrary interpretation of this Agreement or any contracts between PROVIDER and Participating Providers, PROVIDER acknowledges and agrees that all provisions of this Agreement applicable to PROVIDER shall apply with equal force and effect to Participating Providers, unless clearly only applicable to PROVIDER. PROVIDER agrees that it is PROVIDER'S responsibility to ensure that the obligations of Participating Providers under this Agreement are fully satisfied, and PROVIDER shall take all steps necessary to cause Participating Providers to comply with and perform the terms and conditions of this Agreement. In addition, PROVIDER shall be bound, and Participating Providers shall be bound, by all applicable terms and conditions of Products and Certificates of Coverage, which HPI will provide to PROVIDER in writing or otherwise make available to PROVIDER. PROVIDER agrees, and shall require Participating Providers to agree, that in the event of any inconsistency between this Agreement and any contract entered into between PROVIDER and Participating Providers, the terms of this Agreement shall control. Upon request by HPI, PROVIDER shall provide HPI with copies of PROVIDER'S contracts with Participating Providers.

Section 2.2 **Provision of Services.**

- (a) **Provision of Covered Services.** PROVIDER will, and will cause each Participating Provider to, provide Covered Services to Members consistent with the terms and conditions of the applicable Certificate of Coverage, this Agreement and applicable state and federal laws and regulations. PROVIDER will make available to Members all health care services that it makes available to the general public; provided, however, PROVIDER will not be obligated to provide any type or kind of Covered Services to a Member that it does not normally provide to others or which PROVIDER is not authorized by law to provide. All Covered Services provided hereunder will be provided in the same manner, in accordance with the same standards, and with at least the same level of quality, completeness, promptness and courtesy as services and care provided by PROVIDER to patients who are not Members.

- (b) Standard. PROVIDER further will, and will cause each Participating Provider to, provide such Covered Services in accordance with the standard of practice in the community in which PROVIDER renders Covered Services and in a manner so as to assure quality of care and treatment.
- (c) Change to Practice. PROVIDER will not make any changes to its present medical staff, administrative staff, organization or facilities that would render the PROVIDER incapable of carrying out its obligations under the terms of this Agreement. PROVIDER will immediately notify HPI of any anticipated or actual change in its capabilities that would diminish its ability to carry out its obligations under the terms of this Agreement.

Section 2.3 Sites. PROVIDER will notify HPI not less than sixty (60) days prior to adding a new location or prior to any changes to existing locations. HPI will have the right to refuse to include such new location or any change to existing locations subject to this Agreement by providing written notice to PROVIDER within sixty (60) days of receiving such notice.

Section 2.4 Provider Liaison. PROVIDER will designate a qualified Physician, or, in the absence of a Physician, an Allied Health Professional, to serve as PROVIDER's Liaison. PROVIDER will maintain an effective PROVIDER Liaison function, as evidenced by a commitment of the time necessary to perform the duties in a manner mutually satisfactory to PROVIDER and HPI. PROVIDER's Liaison will: (i) serve as the liaison between PROVIDER and HPI on all clinical and care management issues; (ii) ensure participation and cooperation in activities as referenced in Sections 2.6 (Credentialing; Recredentialing), 3.1 (Quality Improvement) and 3.2 (Utilization Management); and (iii) discharge other duties mutually agreed upon by PROVIDER and HPI.

Section 2.5 Provider Qualifications. PROVIDER will be, and will require all Participating Providers to remain during the term of this Agreement, licensed, registered, certified, accredited or otherwise duly authorized to practice and/or provide services in the state or states in which the PROVIDER practices and/or provides services. PROVIDER will notify HPI in writing within ten (10) days of: (i) any termination, restriction, suspension, revocation, stipulation, adverse limitation or other disciplinary action, corrective action plan or investigation regarding any Participating Provider's license, privileges, registration, certification, accreditation or other authorization; (ii) any other circumstance involving a Participating Providers required to be reported by the PROVIDER or its professional liability insurer to the National Practitioner Data Bank or any other reporting agency; or (iii) when a Participating Provider is no longer employed, contracted or otherwise affiliated with PROVIDER.

PROVIDER will ensure that each Participating Provider provides to Members only those Covered Services that are within his or her authorized scope of practice. No individual or entity, either employed by or otherwise associated, directly or indirectly, with the PROVIDER, will be involved or render health care services and/or supplies to Members without first being accepted by HPI in accordance with HPI credentialing standards, as applicable. PROVIDER will notify HPI of any material change to any information submitted by PROVIDER in connection with such credentialing (or re-credentialing) activities. PROVIDER represents and warrants that any such information will be true and correct at the time provided.

Upon request by HPI, PROVIDER will provide to HPI within ten (10) business days sufficient evidence, as determined by HPI, that each Participating Provider is in compliance with the requirements set forth in this Section 2.4. In the event HPI determines, in accordance with its credentialing standards, that an individual or entity employed by or otherwise associated with PROVIDER does not meet HPI credentialing standards including, without limitation, a Participating Provider who has previously been accepted by HPI but who subsequently fails to maintain satisfaction of HPI credentialing standards, HPI will notify PROVIDER, in writing, of such determination, and PROVIDER will ensure that such individual or entity does not render services to any Member. HPI will have the right, pursuant to Section 6.2(d) below, to terminate this Agreement in the event an unauthorized individual or entity renders services and/or supplies to a Member subsequent to such notification.

Notwithstanding anything in this Agreement to the contrary (including, without limitation, Section 4.6 below), PROVIDER will not be entitled to any payment under this Agreement for any services and/or supplies furnished by an individual or entity that does not currently satisfy HPI credentialing standards. Such services and/or supplies will be deemed a non-Covered Service. PROVIDER will be solely responsible for the costs of such non-Covered Services and will not bill HPI, its designee, or the Member; provided, however, that if all of the following requirements are satisfied, PROVIDER may bill the Member if: (i) the Member requests that the PROVIDER provide the non-Covered Service; (ii) PROVIDER notifies the Member immediately prior to providing the requested service or supply that the specific service or supply is a non-Covered Service and it is because the Participating Provider has not satisfied HPI credentialing standards; and (iii) subsequent to such notice, PROVIDER obtains written acknowledgment from the Member that such specifically identified service or supply is a non-Covered Service, that such service or supply will not be paid for under this Agreement, and that the Member will be liable for payment for such non-Covered Service.

Section 2.6 **Privileges.** PROVIDER will cause each Participating Provider to secure and maintain appropriate clinical privileges at one or more Participating Hospitals for the care of Members under this Agreement. If this Agreement or any of the Addenda attached hereto require that Covered Services be rendered in specific facilities, PROVIDER will cause the appropriate Participating Provider to secure appropriate clinical privileges in such facilities. Upon request by HPI, PROVIDER will provide HPI with a summary of each of the Participating Provider's health care facility clinical privileges. PROVIDER will notify HPI within ten (10) business days of any involuntary changes in any health care facility clinical privilege currently maintained or subsequently acquired by a Participating Provider after the Effective Date of this Agreement.

Section 2.7 **Credentialing; Recredentialing.** PROVIDER will participate in and comply with the credentialing and re-credentialing rules and requirements included in the HPI Administrative Program (the "HPI Credentialing Plan"). Pursuant to the HPI Credentialing Plan, PROVIDER will forward to HPI the professional resume of each Participating Provider, together with a completed Minnesota Uniform Credentialing Application and any additional information as HPI may request, including information related to credentialing and insurance. PROVIDER will notify HPI of any material change in such information submitted. PROVIDER represents and warrants such information is true and correct to the best of its knowledge.

Section 2.8 **Recommendation for Services.** PROVIDER will comply with all rules and requirements related to recommendations for services set forth in the HPI Administrative

Program including, without limitation, verifying with HPI the recommendation for services requirements for each Member.

- Section 2.9** **Facilities and Equipment.** PROVIDER will maintain its facilities and equipment in excellent working condition, and at all times will satisfy HPI standards, as defined in the HPI Administrative Program, as well as any applicable governmental standards.
- Section 2.10** **Management Responsibilities.** The operation and maintenance of the offices, facilities and equipment of PROVIDER will be solely and exclusively under the control and supervision of PROVIDER. HPI and its Affiliate will have no right of control over the selection of support staff, the supervision of personnel, or the financial operation of PROVIDER's practice. Nothing contained in this Agreement will be construed as giving HPI or any Affiliate any right to manage or conduct the operations of PROVIDER as manager, proprietor, lessor or otherwise.
- Section 2.11** **Laboratory and Radiological Tests.** PROVIDER will accept the results of qualified and timely laboratory and radiological tests or other procedures provided by HPI in connection with a recommendation for services authorized by HPI, and will not require or render duplicate tests or procedures except as medically necessary and appropriate.
- Section 2.12** **HPI Administrative Program.** PROVIDER shall cooperate and comply, and shall cause each Participating Provider to cooperate and comply with all rules and requirements of the HPI Administrative Program. PROVIDER shall be responsible for accessing the most current HPI Administrative Program rules and requirements via electronic connection at www.healthpartners.com/hpiadministrativeprogram. Upon request, HPI will provide the most current HPI Administrative Program to a PROVIDER without electronic connection capabilities. PROVIDER will also promptly provide to HPI such data as HPI may request in connection with the HPI Administrative Program, including, without limitation, an annual summary of PROVIDER quality assurance, quality improvement, and utilization management activities and credentialing and re-credentialing information.

ARTICLE III CARE MANAGEMENT COOPERATION

- Section 3.1** **Quality Improvement.** PROVIDER will participate in, and cooperate and assist with, quality management initiatives and data collection as defined in the HPI Administrative Program and as may be requested by HPI, an entity authorized by HPI or appropriate state or federal agencies. PROVIDER will provide HPI, such other authorized entity or appropriate state or federal agencies with all data that may be requested for said activities. Such data will be provided by PROVIDER at its sole expense and PROVIDER will not charge any Member for the cost of providing such data unless specifically authorized by law.

In addition, PROVIDER will establish and maintain a program of continuous quality improvement of clinical care that applies to Members to whom PROVIDER provides Covered Services pursuant to this Agreement. This program will use clinical practice guidelines that are developed by PROVIDER or obtained by PROVIDER from another source and formally approved by PROVIDER. These guidelines may be used together with methods of continuous quality improvement in cycles of planning, piloting, assessment and action which results in improved care provided for particular diseases or conditions. These improvement cycles may include measurement of health care

processes and their effects. The program will be supported by appropriate staff, including persons engaged in project management, facilitation of improvement processes, and measurement.

PROVIDER will develop and maintain a quality committee structure to implement and monitor its performance of and adherence to the quality assurance and quality improvement rules and requirements included in the HPI Administrative Program.

Upon request by HPI, PROVIDER will provide any related policies and procedures, as well as its peer review results related to care provided to Members and related information. HPI will maintain the confidentiality of any peer review results disclosed by PROVIDER to HPI in accordance with Section 9.2(f) below.

Upon request by HPI, PROVIDER will provide HPI with an annual report of its continuous quality management initiatives and results during the first quarter of the following year. This report will include, at HPI's option, a written or an oral report, or both, from PROVIDER.

The clinical practice guidelines and annual report requirements of this Section 3.1 may be met by participating in the Institute for Clinical Systems Improvement programs and upon request by reporting annually to HPI on PROVIDER's aims, actions, and results as a participant in such programs.

Section 3.2 **Utilization Management.** PROVIDER will participate in and comply with the utilization management rules and requirements included in the HPI Administrative Program ("Utilization Management Rules"). The Utilization Management Rules include, without limitation, prior authorization procedures, pre-certification programs, recommendation for services policies, benefit review procedures, concurrent review programs, medical care guidelines and protocols, discharge planning and medical case management policies and procedures, and the review and audit of PROVIDER's activities by HPI or an entity authorized by HPI to ensure compliance with such Utilization Management Rules. Notwithstanding the foregoing, nothing in this Section is intended nor will be construed as delegating to PROVIDER any of HPI's utilization management obligations required to be carried out by HPI under applicable law.

Section 3.3 **Member Medical Records and Other Records.** PROVIDER will obtain a signed, written consent, in accordance with applicable law, from each Member authorizing the release of patient information including, without limitation, demographic, medical and/or health care information, to HPI, its Related Organizations, Affiliates and their respective designees for purposes of treatment, payment, and health care operations including, without limitation, claims processing, reimbursement, utilization review, case management, disease management and/or quality review.

PROVIDER will maintain medical, financial and administrative records related to services provided to Members or any other PROVIDER obligations under this Agreement as required by applicable state or federal laws or regulations or as may be necessary to document care provided in the event of legal action. Upon request by HPI, PROVIDER will provide to HPI, its Related Organizations and/or its Affiliates and their respective designees, within seven (7) days of such request (or less if necessary to comply with laws pertaining to resolution of Member complaints), copies of such medical, financial and/or administrative records. PROVIDER's obligation to provide copies of records containing medical or other health care information that identifies a

Member will be subject to Member consent as outlined in the previous paragraph, to the extent such Member consent is required by applicable state or federal laws or regulations. Such records will be provided by PROVIDER at its sole expense and PROVIDER will not charge any Member for the cost of providing copies of such records, unless specifically authorized by law.

The provisions set forth in this Section 3.3 will survive any termination of this Agreement.

Section 3.4 **Member Complaints.** HPI directs Members to contact HPI if the Member has any grievance regarding the Member's care or service. Nevertheless, if a Member submits a Complaint to the PROVIDER, whether verbally or in writing, PROVIDER will immediately encourage the Member to contact HPI to resolve such Complaint. If a Member submits a Complaint, whether verbally or in writing, PROVIDER will investigate such Complaint and use its best efforts to resolve it in a fair and equitable manner. PROVIDER will notify HPI on a quarterly basis of all such Complaints, and such notification will be consistent in format and substance with complaint notification requirements set forth in the HPI Administrative Program to ensure compliance with applicable state and federal laws and regulations. PROVIDER will designate a person or persons who will be responsible for handling Complaints. PROVIDER will cooperate with HPI in resolving any Complaint submitted to PROVIDER by a Member, or any other grievance involving or impacting the PROVIDER and which is filed by a Member with HPI or a regulatory entity. The PROVIDER will be bound by resolution of such Complaints, as determined in accordance with the HPI Administrative Program and applicable state and federal laws and regulations.

Nothing in this Section is intended or will be construed as delegating to PROVIDER any of HPI's complaint resolution obligations required to be carried out by HPI under applicable state and federal laws and regulations.

Section 3.5 **Satisfaction Surveys.** From time to time, HPI will conduct and PROVIDER will participate in satisfaction surveys. PROVIDER may be requested to take any reasonable steps necessary to correct any deficiencies revealed by such surveys. HPI will allow PROVIDER an opportunity to review the results of the satisfaction survey specific to PROVIDER. If the level of satisfaction with PROVIDER, as measured by such surveys, deteriorates substantially or is substantially below the level of other providers affiliated with HPI, PROVIDER will, at the request of HPI and to HPI's satisfaction, promptly prepare and implement a corrective action plan. Upon request by HPI, PROVIDER also will conduct its own patient satisfaction surveys and provide HPI the opportunity to promptly review the results of such surveys.

Section 3.6 **Advertising and Promotion.** PROVIDER will cooperate with HPI in its marketing of Products. HPI, its Affiliates and/or Related Organizations may publish information regarding PROVIDER including, without limitation, PROVIDER's name, address and telephone number, specialty(ies), hospital affiliations, board certifications, languages spoken, as well as a description of its facilities, services and PROVIDER's inclusion in any preferred network, relative network data in HPI's, its Affiliates' or Related Organizations' Participating Provider directories and in other HPI, its Affiliates' or Related Organizations' brochures, publications, advertisements, promotions and other marketing materials (including, without limitation, advertising and promotion on the Internet and other paperless medium). PROVIDER and Participating Providers hereby authorize and consent to disclosure of PROVIDER's and Participating Providers'

National Provider Identifiers on HPI's website and in HPI's and Payors' or Related Organizations' Provider directories. PROVIDER may, with HPI's prior written consent, engage in marketing activities designed to promote PROVIDER as being a participating provider of HPI. Any materials PROVIDER uses in connection with its marketing activities related to the services rendered by PROVIDER under this Agreement shall be subject to prior approval by HPI.

All advertising, promotion, and marketing activities related to the services provided under this Agreement shall be done in accordance with all applicable state and federal laws and regulations.

Section 3.7 **HPI Drug Formulary Compliance.** When clinically appropriate, PROVIDER will encourage its Participating Providers to adhere to HPI's drug formulary when writing prescriptions. If a drug is not included on the HPI drug formulary, PROVIDER may, on behalf of a Member, submit a request to HPI to obtain an exception to the drug formulary, in accordance with applicable policies and procedures included in the HPI Administrative Program.

Section 3.8 **Member Communication.** Notwithstanding anything in this Agreement that could be interpreted as being to the contrary, HPI encourages and expects PROVIDER and all Participating Providers to communicate freely with Members regarding the treatment options available to them including, without limitation, alternative medications, regardless of benefit coverage.

Section 3.9 **Designated and/or Preferred Network Initiatives.** HPI may at any time designate and assign preferred and/or designated networks of providers or facilities to which Participating Providers may direct Members for specified procedures and/or services. Such designated and/or preferred networks may or may not include PROVIDER. HPI may at any time and from time to time require prior authorization or prior notification for specified procedures and/or services performed within or outside of such designated and/or preferred networks. HPI will notify PROVIDER, in writing, of such specified procedures and/or services, any prior authorization or prior notification requirements, and the respective designated and/or preferred network. For such specified procedures and/or services, when clinically and geographically appropriate, PROVIDER will utilize the HPI designated and/or preferred networks.

Section 3.10 **Patient Safety Program.** PROVIDER will develop and implement a patient safety program that establishes and monitors compliance with patient safety and medical error reduction policies and procedures that, at a minimum, are consistent with applicable industry standards. HPI also encourages PROVIDER to participate in local and national patient safety initiatives. Furthermore, PROVIDER will submit to HPI, upon request, documentation and/or performance improvement measurements related to PROVIDER's patient safety program.

Section 3.11 **Notification to Members When Physician Terminates.** PROVIDER will notify Members when a Physician terminates his or her employment or other affiliation with PROVIDER for any reason whatsoever. Notice will be given to all Members affected by, and prior to the effective date of, such termination.

Section 3.12 **Audit.** PROVIDER shall cooperate with the review and audit of PROVIDER's obligations under this Agreement by HPI or an entity authorized by HPI to ensure PROVIDER'S satisfaction of and compliance with state, federal, and HPI requirements

regarding such obligations. Within seven (7) business days following a written request by HPI, or sooner if required by state or federal law, PROVIDER shall provide access to HPI, a Related Organization, or Payor to PROVIDER's premises and financial, medical, and administrative records and policies relevant to the services provided under this Agreement, including, without limitation, any report PROVIDER is required to make to HPI under this Article III.

ARTICLE IV
COMPENSATION AND BILLING PROCEDURES

Section 4.1 **Compensation for Authorized Covered Services.**

- (a) HPI or its designee will pay, and PROVIDER will accept as payment in full for Covered Services rendered pursuant to this Agreement, the amounts set forth in the applicable Payment Addendum attached hereto, in accordance with the terms set forth therein, which Payment Addendum is incorporated into this Agreement by reference, and as may be amended from time to time.

- (b) Notwithstanding any term in this Agreement or in documents referenced in this Agreement to the contrary, the obligation to pay PROVIDER for Covered Services provided to an Affiliate Member is solely that of the Affiliate and neither HPI nor any Related Organization will be liable for such payment for Covered Services, even though HPI or a Related Organization may provide or arrange for administrative services including, without limitation, claims processing. HPI or a Related Organization will notify PROVIDER in writing if HPI or a Related Organization determines that an Affiliate has failed to maintain its responsibility to pay for services rendered. Any services which have been rendered by PROVIDER prior to and after such notification, and which were not paid for by the Affiliate, will be considered ineligible for reimbursement under this Agreement, and PROVIDER may bill the Affiliate Member directly for such services.

Section 4.2 **Copayment, Coinsurance and/or Deductible Plans.** It is understood and agreed that HPI, any Related Organization and any Affiliate may offer Products which require Member Copayment, Coinsurance and/or Deductibles. If a Member receives Covered Services from PROVIDER which are subject to a Copayment, Coinsurance and/or Deductible, PROVIDER's reimbursement for such services will be as follows:

- (a) The Copayment, Coinsurance or Deductible for said Covered Services, will be the Member's responsibility and will be billed or collected by PROVIDER. PROVIDER shall use commercially reasonable efforts to collect directly from the Members all applicable Copayments, Coinsurance, and Deductibles for Covered Services;

- (b) The total reimbursement amount for Covered Services which require Member Copayments, Coinsurance and/or Deductibles will be calculated pursuant to the terms specified in the applicable Addendum to this Agreement; and

- (c) The amount calculated under subsection (b) minus the Copayment, Coinsurance and/or Deductible will be the amount owed to PROVIDER by HPI or its designee.

Section 4.3 **Notification and Prior Authorization.** PROVIDER will comply with the HPI notification and prior authorization requirements set forth in the HPI Administrative Program. Services and/or supplies provided without the applicable notification and prior authorization requirements will be deemed a non-Covered Service or an unauthorized Covered Service, as applicable. The terms addressing reimbursement and PROVIDER's ability to bill the Member for such unauthorized Covered Services and non-Covered Services are set forth in Section 4.7 below.

Section 4.4 **Billing Procedures.**

- (a) PROVIDER will directly bill HPI or its designee (as specified by HPI) for Covered Services rendered in accordance with this Agreement. PROVIDER and HPI agree cooperatively to pursue technologies relating to the electronic exchange of billing, payment, and payment information, as well as other technologies or administrative procedures that enhance the uniformity and efficiency of information exchange between PROVIDER, HPI, its designees and its Affiliates.
- (b) HPI or its designee will issue payment to PROVIDER for a Clean Claim or provide notification that a Clean Claim has been denied, within the time period required under applicable law.
- (c) HPI or its designee may return claims to PROVIDER if HPI or the designee determines that the procedure and/or billing codes or other billing information is incorrect or missing, and PROVIDER will re-code, change, complete, or combine such codes as directed by HPI or its designee, in accordance with industry coding standards. HPI or its designee also may unilaterally change, combine or re-code procedure codes or other billing codes submitted by PROVIDER in accordance with industry coding standards, and will notify PROVIDER of any such change through HPI's or the designee's standard remittance advice.
- (d) Furthermore, as a condition of receiving payment under this Agreement for a Clean Claim, PROVIDER must submit the Clean Claim, other than claims pended for coordination of benefits, to HPI or its designee within one hundred eighty (180) days of the date of service ("Prompt Billing Period"), unless otherwise provided by MN Stat. Section 16A.124, subdivision 4a or federal law. PROVIDER may request that the Prompt Billing Period be extended to twelve (12) months in cases where PROVIDER has experienced a significant disruption to normal operations that materially affects the ability to conduct business in a normal manner and to submit bills on a timely basis, as determined and substantiated by PROVIDER. HPI will review and act upon any request by PROVIDER for an extension to the Prompt Billing Period within the same time frame as the Prompt Billing Period. Payment will not be made on claims submitted beyond the Prompt Billing Period except for claims requiring coordination of benefits, and, effective January 1, 2011, PROVIDER shall not collect the payment from the Member, HPI or its designee, or any other payer. Claims requiring coordination of benefits will be submitted within sixty (60) days of determination by the PROVIDER that the claim should be submitted for payment under this Agreement.

- (e) Notwithstanding any term in this Agreement or documents referenced in this Agreement to the contrary, if a Clean Claim is subject to Minnesota Statutes, Section 62Q.75, as amended from time to time (the "Prompt Pay Statute") and HPI or its designee fails to make timely payment for a Clean Claim or provide notice that a Clean Claim has been denied, as required under the Prompt Pay Statute, HPI's or the relevant Affiliate's liability for such failure will be limited solely to the interest payments set forth under the Prompt Pay Statute. HPI or its designee will pay such interest to PROVIDER on a quarterly basis.

Section 4.5 Processing of Claims Adjustments.

- (a) Effective January 1, 2011, all adjustment and recoupment requests for Clean Claims which have been previously paid, whether initiated by HPI or by PROVIDER, will be initiated with reasonable specificity, within twelve (12) months of the date of service in question. Such claims adjustments initiated by HPI or PROVIDER may include, without limitation, requests for return of overpayments or payment errors.
- (b) Notwithstanding the foregoing, Effective January 1, 2011, the twelve (12) months claims adjustment timeframe does not apply to: (1) Member related adjustments (including, but not limited to, retroactive terminations, (2) claims adjustments due to subrogation (3) claims adjustments due to claims subject to coordination of benefits (COB); (4) claims adjustments due to duplicate claims, and/or (5) claims adjustments due to fraud and abuse.
- (c) The provisions set forth in this Section 4.5 will survive any termination of this Agreement.

Section 4.6 Exclusive Payment (Non-Recourse).

- (a) PROVIDER agrees not to bill, charge, collect a deposit or upfront payment from, seek remuneration from, or have any recourse against a Member or persons acting on their behalf for services provided under this Agreement. This provision applies to but is not limited to the following events: (1) nonpayment by the health maintenance organization or (2) breach of this Agreement. This provision does not prohibit PROVIDER from collecting Copayments, Coinsurance, Deductibles, or fees for uncovered services.
- (b) This provision survives the termination of this Agreement for authorized services provided before this Agreement terminates, regardless of the reason for termination. This provision is for the benefit of the health maintenance organization Members. This provision does not apply to services provided after this Agreement terminates.
- (c) This provision does not prohibit PROVIDER from collecting Deductibles and Coinsurance from Members at or prior to the time of service. PROVIDER may not withhold a service to a Member based on the Member's failure to pay a Deductible or Coinsurance at or prior to the time of service. Overpayments by Members to PROVIDER must be returned to the Member by PROVIDER by check or electronic payment within thirty (30) days of the date in which the claim adjudication is received by PROVIDER.

- (d) This provision supersedes any contrary oral or written agreement existing now or entered into in the future between the PROVIDER and the Member or persons acting on their behalf regarding liability for payment for services provided under this Agreement.
- (e) If PROVIDER provides uncovered services (i.e., non-Covered Services) and seeks to bill the Member for such non-Covered Services under the terms of this Section 4.6, PROVIDER may do so, but only if the PROVIDER has obtained a written statement from the Member immediately prior to the service or, in case of any routine non-Covered services within the previous twelve (12) months from the date of service that acknowledges that the non-Covered Service will not be paid for under this Agreement, and that the Member will be liable for payment of such non-Covered Service.

Section 4.7 Failure to Obtain Appropriate Authorization/Recommendation for Services. Notwithstanding any term in this Agreement to the contrary (including, without limitation, Section 4.6 above):

- (a) PROVIDER will not be entitled to payment under this Agreement if: (i) PROVIDER's failure to obtain or verify HPI authorization of the service or supply (including, without limitation, failure to obtain prior authorization or notify HPI) results in the service or supply provided being a non-Covered Service; (ii) for any Covered Service provided, PROVIDER failed to notify HPI and/or obtain HPI authorization as required under the terms of this Agreement and/or the HPI Administrative Program (including, without limitation, unauthorized services contemplated under Section 4.3 above); (iii) PROVIDER failed to comply with the recommendation for services and secondary recommendation for services requirements for Assigned Members outlined in the HPI Administrative Program; or (iv) except in the case of an emergency, PROVIDER failed to notify HPI upon admitting a Member to a hospital, outpatient surgery center, skilled nursing facility, or other inpatient facility; and
- (b) in any circumstance set forth in subsections (a)(i), (a)(ii), (a)(iii) or (a)(iv) above, PROVIDER will be solely responsible for the costs of such non-Covered Service or unauthorized Covered Service and will not bill HPI, its designee or the Member; provided, however, that if all of the following requirements are satisfied, PROVIDER may bill the Member: (i) PROVIDER requested authorization from HPI, but HPI denied such authorization; (ii) the Member requested that PROVIDER provide the non-Covered Service or unauthorized Covered Service; (iii) PROVIDER notified the Member immediately prior to providing the requested service or supply that the specific service or supply is either a non-Covered Service or an unauthorized Covered Service and the reason such service or supply is considered to be a non-Covered Service or an unauthorized Covered Service; and (iv) subsequent to such notice, PROVIDER obtained written acknowledgment from the Member that such specifically identified service or supply is either a non-Covered Service or an unauthorized Covered Service, as applicable, that it will not be paid for under this Agreement, and that the Member will be liable for payment of such non-Covered Service or unauthorized Covered Service.

Section 4.8 Insurance Information and Coordination of Benefits. PROVIDER will make a good faith effort to secure information on the sources of third party coverage available to any

Member for whom PROVIDER provides Covered Services, and will forward such information to HPI. PROVIDER will coordinate benefits with other payors in accordance with health plan industry and Medicare procedures, and submit copies of all bills coordinated with other payors, upon request, to HPI or its Affiliate, except for certain Products administered by Affiliates. PROVIDER will cooperate with HPI and provide reasonable assistance requested by HPI in connection with HPI's subrogation efforts.

Section 4.9 **Other Payment Sources.** PROVIDER will accept the rates established hereunder as full payment under this Agreement in any coordination of benefits circumstance in which HPI or its Affiliate is secondary, except for Medicare-eligible services. If another party is primary but the billed charges are not paid in full, HPI's or its Affiliate's liability will be limited to the rate established hereunder, less the payment made by the primary payor(s), not to exceed the Member liability or the Member plan limits. PROVIDER will submit all charges for services for which another payor is primary to said primary payor prior to submitting said charges to HPI or its designee. If Covered Services are eligible for payment by Medicare, HPI's or its Affiliate's liability will not exceed the Medicare approved charge, less any payments made by Medicare.

ARTICLE V **INDEMNIFICATION AND INSURANCE**

Section 5.1 **Indemnification by Provider.** PROVIDER will indemnify and hold harmless HPI, its Related Organizations and its Affiliates and their respective permitted assigns, officers, directors, employees and agents (each a "HPI Indemnified Party"), from and against any and all liabilities, damages, awards, obligations, costs, expenses and losses, or threat thereof, of whatever kind or nature, including, without limitation, reasonable attorneys' fees, expenses and court costs, which may be sustained or suffered by, or recovered or made against, a HPI Indemnified Party by any third party, and which is caused by, attributable to or has arisen in connection with PROVIDER's or any of its directors', officers', employees', independent contractors' or agents' performance, non-performance or delayed performance of the services contemplated by this Agreement or any act or omission of PROVIDER or any of its directors, officers, employees, independent contractors or agents that is attributable to or has arisen in connection with the services contemplated by this Agreement.

For the entire period that this Agreement is in force, PROVIDER will maintain insurance coverage for any liabilities that PROVIDER may incur due to contractual indemnification obligations, such as those set forth in this Section 5.1.

Section 5.2 **Indemnification by HPI.** HPI will indemnify and hold harmless PROVIDER and its permitted assigns, officers, directors, employees and agents (each a "PROVIDER Indemnified Party"), from and against any and all liabilities, damages, awards, obligations, costs, expenses and losses, or threat thereof, of whatever kind or nature, including, without limitation, reasonable attorneys' fees, expenses and court costs, which may be sustained or suffered by, or recovered or made against, a PROVIDER Indemnified Party by any third party, and which is caused by, attributable to or has arisen in connection with HPI's or any of its directors', officers', employees', independent contractors' or agents' performance, non-performance or delayed performance of the services contemplated by this Agreement or any act or omission of HPI or any of its directors, officers, employees, independent contractors or agents that is attributable to or has arisen in connection with the services contemplated by this Agreement.

Notwithstanding the foregoing, nothing in this paragraph will be construed as requiring HPI to indemnify any PROVIDER Indemnified Party for any performance, non-performance, delayed performance, act or omission by the PROVIDER and/or its directors, officers, employees, independent contractors or agents.

For the entire period that this Agreement is in force, HPI will maintain insurance coverage for any liabilities that HPI may incur due to contractual indemnification obligations, such as those set forth in this Section 5.2.

Section 5.3 **Provider's Insurance.** For the entire period that this Agreement is in force, PROVIDER will maintain, at its sole expense, general liability and professional liability insurance coverage in the amount of at least \$500,000 per claim and \$1,500,000 in the annual aggregate, as may be necessary to protect PROVIDER and each of its directors, officers, and employees against any and all claims related to the discharge of its or their respective responsibilities and obligations under this Agreement. If the insurance maintained is on a "claims made" as opposed to an "occurrence" basis, PROVIDER will ensure that PROVIDER and each of its directors, officers, and employees will obtain and maintain an extended reporting endorsement or purchase "prior acts" coverage in the amounts required above if the insurance lapses or is discontinued for any reason.

In addition, if not already covered by PROVIDER's insurance referenced above, PROVIDER will ensure that each Participating Provider maintains, at his, her or its expense, general liability and professional liability commercial insurance coverage in the amount of at least \$500,000 per claim and \$1,500,000 in the annual aggregate.

Upon request by HPI, PROVIDER will provide evidence of such insurance coverage. PROVIDER will notify HPI within ten (10) business days of any of the following events related to such insurance coverage: (i) changes in carriers, (ii) material changes in coverage or (iii) denials of, restrictions on, termination or cancellation of, or other material changes in such insurance coverage.

Section 5.4 **Notification.** The Parties will notify each other as soon as possible but in no event later than ten (10) days after either Party receives formal or informal notice of any actual or threatened incident, claim, action, suit or proceeding related to activities undertaken pursuant to this Agreement or which may be reasonably expected to affect the other Party (including, without limitation, any actual or threatened malpractice or professional disciplinary incident, claim, action, suit or proceeding), and will cooperate in all respects in the defense of any such incident, claim, action, suit or proceeding. This provision is not intended to influence, however, the content of any testimony that may be given in any such incident, claim, action, suit or proceeding. PROVIDER will comply with the notification requirements in this Section 5.4 notwithstanding the PROVIDER Complaint process outlined in Section 3.4 above.

Section 5.5 **Survival.** The provisions set forth in this Article V will survive any termination of this Agreement.

ARTICLE VI
TERM AND TERMINATION OF AGREEMENT

Section 6.1 **Initial Term; Termination; Renewal.** Unless earlier terminated pursuant to Section 6.2 of this Agreement, this Agreement will commence on the Effective Date and will continue thereafter for an initial term (“Initial Term”) that ends on December 31, 2016 (“Termination Date”), and will automatically renew thereafter for successive terms of one (1) calendar year each (each a “Renewal Term”).

Section 6.2 **Termination.** Subject to the continuing obligation of the Parties specifically set forth in other sections of this Agreement, this Agreement is subject to termination upon the occurrence of any one of the following events:

- (a) by mutual written agreement of HPI and PROVIDER, provided the agreed upon effective termination date is at least one hundred and thirty (130) days later than the date of such mutual written agreement;
- (b) by either HPI or PROVIDER, upon at least one hundred and thirty (130) days’ written notice to the other Party prior to the end of the Initial Term or any Renewal Term, provided that such termination will be effective only on the last day of the Initial Term or such Renewal Term;
- (c) by the non-breaching Party upon the other Party’s failure to satisfy any material term, covenant or condition of this Agreement not otherwise addressed in this Section 6.2 and failure to cure such breach within sixty (60) days after receipt by the breaching Party of written notice specifying the details of the breach; in that event, and upon the breaching Party’s failure to cure such breach to the reasonable satisfaction of the non-breaching Party, the non-breaching Party may terminate this Agreement upon ten (10) days written notice; or
- (d) by HPI, immediately, in its sole discretion and upon PROVIDER’s receipt of HPI’s written notice, following the occurrence of one or more of the following events: (i) if PROVIDER or any Participating Provider is disqualified from practice, or has any license, registration, certification, accreditation or authorization terminated, restricted, suspended, revoked or otherwise adversely limited; (ii) failure to maintain insurance, and/or failure to provide to HPI satisfactory evidence of insurance, as required in Section 5.1 above; (iii) any material impairment of PROVIDER’s ability to carry out its obligations under this Agreement; (iv) a determination by HPI that the health, safety or welfare of one or more Members is in immediate jeopardy if this Agreement is continued; (v) a determination by HPI that a Participating Provider has failed to satisfy applicable HPI credentialing standards; (vi) if the PROVIDER files a voluntary petition in bankruptcy, admits in writing its inability to pay its debts, makes a general assignment for the benefit of creditors, is adjudicated bankrupt or insolvent, or has an involuntary petition in bankruptcy or similar proceeding commenced against it, which continues undismissed and in effect for a period of thirty (30) days or more; (vii) if PROVIDER ceases or suspends providing services subject to this Agreement; or (viii) if HPI reasonably believes PROVIDER is or has been engaged in fraud and abuse with regard to the provision of services under this Agreement. This reasonable belief may be, but is not required to be, based upon the finding of a state or federal government agency, a state fraud control unit, HPI’s fraud investigation unit, a court of law,

or other legal entity that PROVIDER is or has been engaged in fraud or abuse, with regard to services provided under this Agreement or similar services.

Section 6.3 Effect of Termination.

- (a) Upon termination of this Agreement for any reason whatsoever, the Parties will continue to be bound by the terms of this Agreement in determining and enforcing their respective rights and in resolving all claims and disputes arising hereunder prior to the effective dates of termination. If this Agreement is terminated for any reason, PROVIDER will continue to provide Covered Services to Members under the terms of this Agreement, and pursuant to applicable rules and requirements set forth in the HPI Administrative Program, for up to 12 months after such effective termination date or such longer period of time as may be required under applicable law (“Run-Out Period”), provided, however, HPI or a Related Organization may, at its sole discretion, elect to transfer a Member’s care to another provider or facility at any time during the Run-Out Period. This provision will apply to all Members for all Products. If PROVIDER provides Covered Services to Members during the Run-Out Period, the prohibition against billing Members as set forth in Sections 4.6 and 4.7 above will continue to apply notwithstanding any contrary language in Section 4.6.
- (b) Upon termination of this Agreement, PROVIDER will turn over to HPI all tangible personal property, if any, belonging to HPI and will further make available to HPI, at HPI's expense, any and all information and copies of records as HPI reasonably may request concerning Members, subject to any Member consent requirements as set forth in Section 3.3 above. The original medical records of Members will remain the property of the PROVIDER. Similarly, HPI will turn over to the PROVIDER all tangible personal property, if any, belonging to PROVIDER.
- (c) During the termination notice period, PROVIDER will not make any false or misleading statement in attempt to persuade, induce, solicit or otherwise suggest that Members terminate membership in HPI.
- (d) In the event of HPI's insolvency, PROVIDER will continue to provide Covered Services to Members enrolled under any and all HPI agreements currently in effect for thirty-one (31) days following the date of insolvency. Furthermore, the services provided under this provision will be provided without any claim for compensation against Members except for permissible co-payments, coinsurance, deductibles or fees for services that are not Covered Services. This provision is for the benefit of Members.
- (e) The provisions set forth in this Section 6.3 will survive any termination of this Agreement.

Section 6.4 Termination of Participation Status. In the event: (i) a Participating Provider is disqualified from practice, or has any license, registration, certification, accreditation or authorization terminated, restricted, suspended, revoked or otherwise adversely limited as contemplated in subsection 6.2(d)(i) above, (ii) HPI determines that continued treatment by a Participating Provider will result in immediate jeopardy to the health, safety or welfare of one or more Members, or (iii) HPI determines that a Participating Provider has failed to satisfy applicable HPI credentialing standards, then HPI, in its sole

discretion, may elect to terminate the participating status of such Participating Provider in lieu of terminating this Agreement with the PROVIDER. In such circumstances, PROVIDER will ensure that such Participating Provider does not render services to any Member. Notwithstanding anything in this Agreement to the contrary (including, without limitation, Section 4.6 above), PROVIDER will not be entitled to any payment under this Agreement for any services and/or supplies furnished by any individual or entity whose participating status has been terminated by HPI.

Section 6.5 **Review of Communication.** HPI and PROVIDER have the right to review any written communication proposed to be delivered by the other Party to Members or other Network Providers regarding termination or suspension prior to distribution of such communication.

ARTICLE VII **DISPUTE RESOLUTION**

Section 7.1 **Informal Negotiation.** In the event of any dispute or controversy between the Parties hereto arising under, out of, in connection with, or in relation to this Agreement or the Parties' relationship (except those items set forth in Section 7.7) ("Dispute"), the complaining Party will provide written notice of the Dispute to the other Party. Notice will include reference to this Section 7.1. Within fifteen (15) days after the noncomplaining Party receives written notice of the Dispute, the Parties will, through a member of the senior management authorized to act on behalf of each Party, meet and make good faith efforts to settle the Dispute through negotiation.

Section 7.2 **Mediation.** If the Dispute is not resolved to the satisfaction of either Party through informal negotiation either Party may request nonbinding mediation by written notice given to the other Party no sooner than twenty (20) days but no later than thirty (30) days after the notice of Dispute referenced in Section 7.1 has been provided to the noncomplaining Party. The mediation will be before a neutral third Party mediator acceptable to both Parties. If the Parties are unable to agree upon a mediator, each Party will select one mediator whose sole purpose will be to appoint a third mediator who will act as the mediator. The mediation will occur within sixty (60) days of the notice of mediation unless a later date is mutually agreed to in writing by the Parties. Each Party will pay its own costs and expenses with respect to mediation, except the cost of the third Party mediator will be borne equally by the Parties. If neither Party requests mediation or mediation does not occur within sixty (60) days of the notice of mediation or the agreed upon date if later, the Dispute will automatically be submitted to binding arbitration as described in Section 7.3.

Section 7.3 **Submission to Arbitration.** The Dispute will be submitted to binding arbitration if the Dispute is not resolved to the satisfaction of either Party through the informal negotiation process outlined in Section 7.1 above, and (i) mediation is requested and held and the mediator certifies there is an impasse, (ii) neither Party requests mediation or (iii) mediation is requested but does not occur within the required time period. There will be one arbitrator (the "Arbitrator") who will act under the authority of the Federal Arbitration Act, 9 U.S.C. § 2, and in accordance with the commercial rules of the American Arbitration Association or other nationally recognized alternative dispute resolution association acceptable to both Parties. Any disagreement between the Parties as to whether a dispute is subject to the dispute resolution provisions of this Article will be resolved by the Arbitrator.

- Section 7.4** **Selection of Arbitrator.** The Arbitrator will be selected as follows. If the Parties fail to select a mutually acceptable arbitrator within ten (10) days after submission of the Dispute to arbitration, each Party will select an arbitrator whose sole purpose will be to appoint a third arbitrator who will act as the Arbitrator. The Arbitrator will not be an employee or contractor of either Party or an affiliate of either Party.
- Section 7.5** **Arbitration Procedure.** The arbitration will take place in Minneapolis, Minnesota, or such other place as may be mutually agreeable to the Parties. This Agreement and the commercial rules of the American Arbitration Association or other rules as mutually agreed to by the Parties will guide the arbitration and the Arbitrator will not be free to vary or ignore the express terms of this Agreement. If the express terms of this Agreement conflict with the rules of the American Arbitration Association or other rules as mutually agreed to by the Parties, the terms of this Agreement will control. The Arbitrator will issue its award no later than thirty (30) days from the date of the hearing. The arbitration award will be kept confidential in accordance with Section 9.2 of this Agreement. The award of the Arbitrator will be final and binding upon the Parties and will be a complete bar to any claims or demands of either Party against the other except that either Party may seek judicial enforcement of the award in accordance with Minnesota law.
- Section 7.6** **Arbitration Expenses.** Each Party will pay its own costs and expenses with respect to arbitration, except the cost of the arbitrator will be borne equally by the Parties. Notwithstanding the foregoing, a Party seeking judicial enforcement of any award hereunder will be entitled to its reasonable attorneys' fees and costs incurred in connection therewith. The Arbitrator may not under any circumstances assess punitive or exemplary damages.
- Section 7.7** **Disputes Not Subject to Dispute Resolution.** Notwithstanding any term or terms in this Agreement to the contrary, this Article VII will not apply to any disputes or issues: (1) pertaining to renegotiation of current or new reimbursement terms between the Parties; (2) pertaining to the Parties' respective obligations due to federal or state regulatory requirements or accreditation requirements; or (3) arising under or related to the following Sections or Articles of this Agreement:
- (i) Section 2.4 (Provider Qualifications);
 - (ii) Section 2.6 (Credentialing; Recredentialing);
 - (iii) Section 3.3 (Member Medical Records and Other Records);
 - (iv) Sections 4.6 (Exclusive Payment (Non-Recourse));
 - (v) Article V (Indemnification and Insurance);
 - (vi) Article VIII (Excluded Individuals and Entities);
 - (vii) Section 9.1 (Compliance with Applicable Law);
 - (viii) Section 9.2 (Confidentiality);
 - (ix) Section 9.8 (Regulatory Amendment); or
 - (x) Section 9.14 (Approval by Department of Health)
- Section 7.8** **Effect on Termination.** Nothing in this Article VII will limit the ability of either Party to terminate this Agreement in accordance with the terms and conditions set forth in Article VI above.
- Section 7.9** **Survival.** The provisions set forth in this Article VII will survive any termination of this Agreement.

ARTICLE VIII
EXCLUDED INDIVIDUALS AND ENTITIES

For purposes of this Article VIII, the term "Sanctioned" will mean to be suspended, debarred, or excluded from participation in, convicted of any criminal offense related to the delivery of health care services under, or otherwise sanctioned by, any federally funded health care program (including, without limitation, Medicare or Medicaid). PROVIDER represents and warrants to HPI that neither it nor any Physician and/or Allied Health Professional has ever been Sanctioned. At no time during the term of this Agreement will PROVIDER or a Participating Provider (i) be Sanctioned, (ii) employ or contract with any entity or individual that has been Sanctioned or that has an ownership or controlling interest in any entity that has been Sanctioned, or (iii) contract with any entity that employs or contracts with a Sanctioned individual, for the provision of any of the following services: (a) health care; (b) utilization review; (c) medical social work; or (d) administrative services (collectively, "Designated Services"). PROVIDER will, and will cause each Participating Provider to, notify HPI, in writing, in the event any of the following individuals and/or entities are Sanctioned: (i) PROVIDER and/or a Participating Provider, (ii) an employee or agent of PROVIDER and/or Participating Provider who renders Designated Services, (iii) an entity with which an employee or agent of PROVIDER and/or Participating Provider has ownership or controlling interest, or (iv) an entity, or an employee or agent of an entity, with which PROVIDER and/or Participating Provider contracts to provide Designated Services. Notwithstanding anything in this Agreement to the contrary, PROVIDER will not be entitled to any payment under this Agreement for any services and/or supplies furnished by a Sanctioned individual or entity. PROVIDER will be solely responsible for the costs of such services and/or supplies and will not bill HPI, its designee, or the Member.

ARTICLE IX
MISCELLANEOUS PROVISIONS

Section 9.1 **Compliance with Applicable Laws.** Each Party represents that, to the best of its knowledge and belief, it is in compliance with, and during the term of this Agreement will continue to be in compliance with, all applicable state and federal laws and regulations. Without limiting the generality of the foregoing, PROVIDER will: (i) fully cooperate with HPI in connection with HPI's obligation regarding the administration of its government-sponsored Products, and (ii) comply with all applicable state and federal laws and regulations regarding government-sponsored Products, including, without limitation, the Anti-Kickback Act of 1986 (41 U.S.C. §§51-58) and the Anti-Kickback Procedures set forth in Federal Acquisition Regulation 52.203.7, which are hereby incorporated by reference into this Agreement. In particular, if there are Medicare Cost Members (as defined in the Medicare Cost Addendum), Medicare Advantage Members (as defined in the Medicare Advantage Addendum) and/or State Public Programs Members (as defined in the State Public Programs Addendum) subject to this Agreement, PROVIDER will comply with all applicable rules and requirements set forth in such Addenda, which are attached hereto and incorporated into this Agreement by reference.

Section 9.2 **Confidentiality.**

- (a) **Member Information.** All information that identifies a Member or from which a Member can be identified that is derived from or obtained during the course of the performance of obligations under this Agreement, will be treated by the Parties as confidential so as to comply with all applicable state and federal laws and regulations, including without limitation the Health Insurance Portability and Accountability Act ("HIPAA") and the regulations promulgated thereunder, including the Security and Privacy requirements set forth in 45 CFR Parts 160

and 164 and the Administrative Simplification requirements set forth in 45 CFR Part 162 (“Confidential Member Information”). Confidential Member Information will not be used, released, disclosed, or published to any Party other than as required or permitted under applicable state and federal laws and regulations. PROVIDER shall implement appropriate safeguards to ensure confidentiality in the use and dissemination of all Member information so as to comply with generally recognized ethical standards and all state and federal laws, rules, and regulations regarding the confidentiality of patient records.

- (b) **Other Confidential Information.** Neither Party will disclose to any third party: (i) the terms of this Agreement (including, without limitation, the reimbursement rates, fee schedules, and reimbursement methodologies set forth herein and in the Addenda attached hereto); or (ii) the other Party’s nonpublic, confidential information (including, without limitation, the other Party’s trade secrets and intellectual property).

Notwithstanding the foregoing, the disclosure prohibitions described in this Subsection 9.2(b) will not apply to disclosures: (i) permitted in Subsection 9.2(c) below; (ii) by HPI to its Related Organizations; (iii) required by applicable state or federal law including, without limitation, disclosures by HPI to Members and/or regulatory agencies regarding terms of the Agreement including, without limitation, reimbursement terms set forth herein; (iv) required pursuant to a court or other governmental body order; (v) required to perform the obligations set forth in this Agreement; or (vi) by HPI to its Affiliates, Members and/or employer groups, or their respective agents, concerning or related to PROVIDER’s charges or reimbursement rates and methodologies applied hereunder for Covered Services.

- (c) **Certain Permitted Disclosures.** Nothing in this Section 9.2 is intended to prohibit PROVIDER from informing a Member about care and treatment options, whether or not covered by a Product, or the reimbursement methodologies used by HPI to pay PROVIDER hereunder; provided, however, that such disclosure is neither false nor misleading and does not disclose specific reimbursement rates paid by HPI to PROVIDER.
- (d) **Court and Governmental Orders; Return of Confidential Information.** If a court or other governmental body orders disclosure of Member information or the other Party’s nonpublic, confidential information, the Party subject to the order will immediately notify such other Party.
- (e) **Minnesota Review Organization Statute.** The Parties agree and acknowledge that they each have established one or more “review organizations,” as such term is defined and used in Minnesota Statutes, Sections 145.61 through 145.67, as amended from time to time (the “Minnesota Review Organization Statute”), and that all information shared between the review organizations for purposes of resolving Member complaints pursuant to Section 3.4, exchanging quality information pursuant to Section 3.1 or exchanging patient safety information pursuant to Section 3.10 above will remain confidential to the fullest extent permissible under the Minnesota Review Organization Statute and any other applicable law.

- (f) **Disposition of Confidential Information.** Upon termination of this Agreement for any reason, each Party will immediately return to the other Party or destroy all records or tangible documents still in the Party's possession that contain, embody or disclose, in whole or in part, Confidential Member Information or the other Party's nonpublic, confidential information. If return or destruction of confidential information is not feasible, each Party 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 the Party maintains the information.
- (g) **Injunctive Relief.** Each Party will be entitled to seek injunctive relief to enforce the other Party's compliance with the obligations set forth in this Section 9.2, it being understood and agreed that the Parties will not have an adequate remedy at law if such obligations are not complied with fully.
- (h) **Survival.** The provisions set forth in this Section 9.2 will survive any termination of this Agreement.

Section 9.3 **Discrimination.** PROVIDER will not discriminate in the provision of goods and services under this Agreement on the basis of race, color, age, sex, religion, national origin, marital status, sexual orientation, place of residence, health status, source of payment, the execution or failure to execute an advance directive, or on any other basis forbidden by law.

Section 9.4 **Choice of Law.** The validity, construction and enforcement of this Agreement will be determined in accordance with the laws of the State of Minnesota without reference to its conflicts of laws principles, and any action (whether by mediation, arbitration or in court) arising under this Agreement will be brought exclusively in the State of Minnesota. HPI and PROVIDER consent to the jurisdiction of the state and federal courts located in the State of Minnesota. Except as otherwise provided in this Section, the Parties and their employees hereby irrevocably consent, and submit themselves to the personal jurisdiction of said courts for all such purposes.

Section 9.5 **Relationship of Parties.** In making and performing this Agreement, the Parties hereto act and will act at all times as independent contractors, and nothing contained in this Agreement will be construed or implied to create a partnership or joint venture among the Parties. HPI and PROVIDER each expressly reserve the right to enter into the same or similar arrangements with other individuals or organizations.

Section 9.6 **Assignment.** PROVIDER's rights and obligations hereunder may not be assigned without HPI's prior written consent. HPI will have the right to assign any or all of its rights and/or obligations hereunder to one or more of its Related Organizations without PROVIDER's consent, in which case PROVIDER's rights and obligations hereunder will continue in full force and effect.

Section 9.7 **Passive Amendment.** This Agreement may be amended unilaterally by HPI upon giving ninety (90) days written notice to PROVIDER. It is agreed, however, that in the event PROVIDER makes a written objection postmarked within forty-five (45) calendar days after the date that the proposed amendment was postmarked and sent by HPI to PROVIDER, such amendment will not go into effect until mutually agreed to by PROVIDER and HPI. Notwithstanding the foregoing, nothing in this Section 9.7 will limit HPI's ability to amend this Agreement, any addenda, appendices, attachments or

exhibits attached hereto, or the HPI Administrative Program, pursuant to amendment rights otherwise set forth in such aforementioned documents.

Section 9.8 **Regulatory Amendment.** This Agreement may be amended unilaterally by HPI as required due to changes in state or federal law, regulations, rules and/or agency guidance, due to changes in accreditation standards and/or guidance, or upon demand by a state or federal agency or accrediting body. Any such amendment will be effective as of the date so required or demanded.

Section 9.9 **Entire Agreement.** This Agreement, including any addenda, appendices, attachments or exhibits attached hereto, and the HPI Administrative Program, constitute the entire agreement between the Parties regarding the subject matter contained herein and, except as otherwise set forth in the aforementioned documents, it cannot be amended, altered, supplemented, nor modified, except by a writing duly signed by all Parties. This Agreement supersedes and replaces any agreement previously entered into between HPI and PROVIDER relating to the same subject matter and no prior representations or agreements between the Parties relating to the same subject matter herein, oral or written, have any force or effect.

Section 9.10 **Headings and Captions.** The headings and captions of the articles and sections of this Agreement are inserted for convenience of reference only and will not constitute a part hereof.

Section 9.11 **Severability.** Each provision of this Agreement is intended to be severable. If any provision hereof is illegal, invalid or waived for any reason whatsoever, such illegality, invalidity or waiver will not affect the validity and enforceability of the remainder of this Agreement. The Parties will negotiate to achieve a comparable provision in the event such provision is ruled illegal or invalid.

Section 9.12 **Waiver.** The rights and remedies of the Parties are cumulative and not alternative. Neither the failure nor any delay by any Party in exercising any right, power, or privilege under this Agreement, the addenda, appendices, attachments or exhibits attached hereto, the HPI Administrative Program, or any other document referred to in this Agreement, will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. No right, power or privilege under this Agreement, the addenda, appendices, attachments or exhibits attached hereto, the HPI Administrative Program or any other document referred to in this Agreement may be waived except pursuant to a writing duly executed by the Party agreeing to waive such right, power or privilege.

Section 9.13 **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed to be an original and all of which will constitute one and the same instrument.

Section 9.14 **Approval by Department of Health.** The Parties acknowledge that the form of this Agreement is subject to review by the Minnesota Department of Health ("MDH") pursuant to Minnesota Statutes, Section 62D.08. If such review by MDH results in any necessary changes to this Agreement, the Parties agree that HPI may unilaterally amend this Agreement to incorporate such changes pursuant to Section 9.8 above.

Section 9.15 Bind and Inure. PROVIDER represents and warrants that this Agreement will be the valid and binding obligation of PROVIDER, enforceable in accordance with its terms; and (ii) PROVIDER has legal authority to act as an agent on behalf of all Physicians.

Section 9.16 Notices. All notices, requests, demands and other communications hereunder will be in writing and will be deemed to have been duly given upon actual delivery or three (3) business days subsequent to the mailing with postage prepaid and addressed:

(a) If to HPI, to:

HealthPartners, Inc.
Attention: Director, Professional Services Network Management
P. O. Box 1309
Minneapolis, Minnesota 55440-1309

with a copy to:

HealthPartners, Inc.
Attention: General Counsel
P.O. Box 1309
Minneapolis, Minnesota 55440-1309

(b) If to PROVIDER, to:

County of Aitkin
Attention: Administrator
204 1st St NW
Aitkin, MN 56431

(c) To such other person or place as either Party hereto will respectively designate in the foregoing manner to the other Party.

Section 9.17 Governing Documents. In the event of a conflict between this Agreement and any of the Addenda attached hereto, the terms and conditions of such Addendum will control.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed, effective as of the Effective Date.

HEALTHPARTNERS, INC.

COUNTY OF AITKIN

By: _____

By: _____

Name: Charles Abrahamson

Name: _____

Its: Vice President,
Network Management and Provider
Relations

Its: _____

Date: _____

Date: _____

Fed Tax

ID: 41-6005749

MEDICARE COST ADDENDUM

A. SCOPE; APPLICATION

This Medicare Cost Addendum (this "Cost Addendum") governs the provision of Covered Services to Members who are enrolled in any of HPI's Medicare Cost Products and the PROVIDER's participation in HPI's Medicare Cost Network. Any default by either party of its respective obligations under this Cost Addendum will be treated in the same manner and have the same legal effect as any other default under the Agreement.

B. GOVERNING DOCUMENTS; DEFINITIONS

In the event of a conflict between the Agreement and this Cost Addendum, this Cost Addendum will control if such conflict involves a Medicare Cost Member. Unless otherwise specifically defined herein, all capitalized terms in this Cost Addendum will have the meanings ascribed to them in the Agreement. The following additional definitions apply to this Cost Addendum.

1. "CMS" will mean the Centers for Medicare and Medicaid Services of HHS.
2. "GAO" will mean the General Accounting Office of HHS.
3. "HHS" will mean the United States Department of Health and Human Services.
4. "Medicare Cost" means the health care program created pursuant to Section 1876 of the Social Security Act (as amended), by CMS through approved and contracted health plan organizations, such as HPI.
5. "Medicare Cost Network" means the network of health care providers with which HPI has contracted to provide Covered Services to its Medicare Cost Members.
6. "Medicare Cost Product" means a Product entered into by CMS and HPI or a Related Organization pursuant to which HPI or a Related Organization pays for, provides and/or arranges for health care services and supplies to seniors and other individuals eligible to participate in a Medicare Cost plan including, without limitation, HPI's HealthPartners 65+ Product.
7. "Medicare Cost Member" or "Medicare Cost Members" means the individual(s) eligible and enrolled in a Medicare Cost Product.
8. "Rules" means the Medicare Cost regulations promulgated by CMS, set forth in 42 C.F.R. 417.1 through 417.940, as now in force or as may hereafter be amended, supplemented or substituted.

C. ACCESS: RECORDS AND FACILITIES

During the term of the Agreement and for a period of ten (10) years following the termination of the Agreement, or ten (10) years following the completion of an audit by GAO, HHS or designees, whichever is later, PROVIDER will, and will cause each Subcontractor to, maintain and permit HPI, GAO, HHS, CMS, other relevant federal and state authorities and their respective designees the right to audit, evaluate and inspect the books, contracts, accounting records and procedures, medical records, patient care documentation and other records of the PROVIDER and its Subcontractors related to any aspect of the provision of health care services provided to Medicare Cost Members. For these same time periods, PROVIDER will, and will cause each Subcontractor to, make available its premises, physical facilities and equipment and

all records relating to the provision of health care services provided to Medicare Cost Members, as well as any other additional relevant information that GAO, HHS, CMS, other relevant applicable federal and state authorities and their respective designees may require.

D. ACCESS: BENEFITS AND COVERAGE

1. *No discrimination.* PROVIDER will not, and will cause each Subcontractor to not, discriminate against any Medicare Cost Member on the basis of membership with HPI, source of payment, race, color, sex, age, religion, national origin, any factor that is related to health status (including, without limitation, medical condition (including mental as well as physical illness), claims experience, receipt of health care, medical history, genetic information, evidence of insurability (including conditions arising out of acts of domestic violence), and/or disability) or any other basis forbidden by law.

2. *Access Standards.* PROVIDER will, and will cause each Subcontractor to, ensure that:

- a. the PROVIDER's and Subcontractor's hours of operation are convenient to, and do not discriminate against, Medicare Cost Members; and
- b. Covered Services are available 24 hours a day, 7 days per week, when medically necessary.

PROVIDER will, and will cause each Subcontractor to, comply with procedures established by HPI from time to time to ensure compliance with the above access standards.

3. *Continuity of Care.* PROVIDER will, and will cause each Subcontractor to, ensure that:

- a. Medicare Cost Member medical records are maintained in accordance with standards established by HPI;
- b. There is appropriate and confidential exchange of information among providers in the Medicare Cost Network in accordance with standards established by HPI; and
- c. Procedures are in place that ensure that Medicare Cost Members are informed of specific health care needs that require follow-up care and receive, as appropriate, training in self-care and other measures that such Medicare Cost Members may take to promote their own health.

4. *Direct Access to Certain Services.* PROVIDER will not, and will cause each Subcontractor to not, prohibit Medicare Cost Members from obtaining direct access (through self-referral) for the following Covered Services: (a) mammography screening; (b) influenza vaccine; and (c) preventive and routine services provided by a women's health specialist included in the Medicare Cost Network.

E. MEMBER PROTECTIONS

1. *Accuracy, Access and Confidentiality of Medical Records.* PROVIDER will, and will cause each Subcontractor to;

- a. prepare and maintain accurate and timely medical records and other information pertaining to Medicare Cost Members who receive services from PROVIDER and Subcontractor;
- b. ensure timely access by Medicare Cost Members to the records and information that pertain to them;
- c. abide by all state and federal laws and regulations regarding confidentiality and disclosure of medical records, or other health and enrollment information;

- d. ensure that medical records, information from such medical records, or other health and enrollment information will be released only in accordance with applicable state or federal law, or pursuant to a court order; and
- e. safeguard the privacy of any information that identifies a particular Medicare Cost Member and have procedures that specify: (i) for what purposes the information will be used within the PROVIDER's or Subcontractor's organization; and (ii) to whom and for what purposes the PROVIDER or Subcontractor will disclose the information outside of the PROVIDER's and Subcontractor's respective organizations.

2. *Exclusive Payment (Non-Recourse)* In no event, including but not limited to nonpayment by HPI, insolvency of HPI, or breach of the Agreement or this Cost Addendum, will PROVIDER or Subcontractor bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Medicare Cost Member or persons (other than HPI) acting on a Medicare Cost Member's behalf for Covered Services provided pursuant to this Cost Addendum. This provision does not prohibit the PROVIDER or Subcontractor from collecting deductibles, coinsurance or copayments, as specifically provided in the applicable certificates of coverage, or fees for non-Covered Services delivered on a fee-for-service basis to Medicare Cost Members.

These provisions supersede any oral or written contrary agreement now existing or hereafter entered into between PROVIDER or Subcontractor and a Medicare Cost Member or a person acting on the Medicare Cost Member's behalf insofar as such contrary agreement relates to liability for payment for, or continuation of, Covered Services provided pursuant to this Cost Addendum.

The terms set forth in this Section E.2 will survive the termination of this Cost Addendum, regardless of the cause giving rise to the termination, including insolvency of HPI, and will be construed to be for the benefit of Medicare Cost Members.

No change, modification or alteration of the terms set forth in this Section E.2 will be made by the parties without prior written approval of the appropriate HHS and/or CMS authorities.

3. *Continuation of Medicare Cost Members' Benefits.* Notwithstanding any term in this Cost Addendum to the contrary, PROVIDER and its Subcontractors will provide Covered Services to any Medicare Cost Member for the duration of any contract period for which premiums have been made to HPI for such Medicare Cost Member. Furthermore, in the event of HPI's insolvency, or if HPI's Medicare Cost contract with CMS is terminated, PROVIDER will, and will cause each Subcontractor to agree, that PROVIDER and its Subcontractors will continue to provide Covered Services to any Medicare Cost Member hospitalized on the date of such insolvency or termination until such Medicare Cost Member is discharged. PROVIDER will, and will cause each Subcontractor to agree the provisions in this Section: (a) will survive the any termination of this Cost Addendum, regardless of the cause giving rise to the termination, including, without limitation, insolvency of HPI and will be construed for the benefit of Medicare Members; and (b) supersede any oral or written contrary agreement now existing or hereafter entered into between the PROVIDER and/or Subcontractor and a Medicare Cost Member or a person acting on behalf of a Medicare Cost Member regarding liability for payment for Covered Services provided under the terms of this Cost Addendum. HPI and no change, modification or alteration of the terms set forth in this Section E.3 will be made by the parties without prior written

approval of the appropriate HHS and/or CMS authorities.

F. ACCOUNTABILITY AND DELEGATION

The parties hereby acknowledge that HPI, by offering a Medicare Cost Product, oversees and is accountable to CMS for the applicable functions and responsibilities described in the Rules. In the event that HPI has delegated any of its Medicare Cost Product functions or responsibilities to PROVIDER, such delegated arrangement will be set forth in Exhibits attached hereto and incorporated herein and will be consistent with all applicable requirements set forth in the Rules. In addition, if PROVIDER and/or Subcontractor carries out any of its obligations or duties under this Cost Addendum through a subcontracted arrangement (subject to HPI authorization as may be required under the assignment provision in the Agreement), such arrangement will be in writing, will be consistent with all applicable requirements set forth in the Rules and will contain a provision obligating such Subcontractor to comply with all applicable obligations imposed on PROVIDER and/or Subcontractor, including Medicare laws and regulations. PROVIDER will ensure that all written arrangements between PROVIDER and Subcontractors, either directly or indirectly, pursuant to which Subcontractors provide services to Medicare Cost Members will contain an acknowledgement that HPI, by offering a Medicare Cost Product, oversees and is accountable to CMS for the applicable functions and responsibilities described in the Rules, and that HPI will only delegate its Medicare Cost Product functions and responsibilities in a manner consistent with all applicable requirements set forth in the Rules.

G. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND HPI POLICIES AND PROCEDURES

1. PROVIDER will, and PROVIDER will cause each of its Subcontractors to, comply with all applicable Medicare laws, regulations and CMS instructions.
2. PROVIDER will, and PROVIDER will cause each of its Subcontractors to comply with HPI's contractual obligations with CMS and to furnish services to Medicare Cost Members in a manner consistent with such contractual obligations.
3. PROVIDER will, and PROVIDER will cause each of its Subcontractors to, comply with the following:
 - a. Title VI of the Civil Rights Act of 1964, as implemented by regulations at 45 CFR part 84;
 - b. The Age Discrimination Act of 1975, as implemented by regulations at 45 CFR part 91;
 - c. The Rehabilitation Act of 1973;
 - d. The Americans With Disabilities Act;
 - e. Other laws applicable to recipients of federal funds; and
 - f. All other applicable laws and rules.
4. PROVIDER will, and PROVIDER will cause each of its Subcontractors to, comply with all HPI policies and procedures, as amended from time to time by HPI, which are hereby incorporated herein by reference, including, without limitation HPI Medicare Cost policies and procedures and HPI policies and procedures relating to licensure, accreditation and Medicare certification.

H. PHYSICIAN INCENTIVE PLAN DATA AND SURVEYS

1. PROVIDER will, and will cause each Subcontractor to, submit to HPI all data necessary for HPI to carry out its disclosure obligations to CMS and to Medicare Cost Members with respect to physician incentive plans, as set forth and required under the Rules.

PROVIDER and Subcontractors will certify, in writing, the completeness, truthfulness and accuracy of all such data. PROVIDER will, and will cause each Subcontractor to, cooperate with HPI when it addresses any inquires from CMS regarding the accuracy of data submitted.

2. If the PROVIDER or any Subcontractor is at “substantial financial risk,” as defined in the Rules, then PROVIDER will, and will cause each such Subcontractor to, obtain either aggregate or per-patient stop-loss protection, in the manner and in such amounts, as required under the Rules.
3. PROVIDER will, and will cause each Subcontractor to, cooperate with HPI in connection with HPI’s obligations to conduct periodic surveys of current and former Medicare Cost Members in instances where PROVIDER and or any Subcontractor is at “substantial financial risk,” as defined in the Rules.
4. PROVIDER will, and will cause each Subcontractor to, indemnify HPI for any penalty or fine assessed by CMS against HPI, resulting from the incompleteness, untruthfulness and/or inaccuracy of data required to be submitted to HPI, or resulting from the nonperformance of the stop-loss protection and Medicare Cost Member survey obligations, as required under this Section H.

I. REPORTING AND DISCLOSURE

PROVIDER will, and will cause each Subcontractor to, cooperate with HPI in connection with HPI’s obligations to:

1. Carry out HPI’s reporting obligations under the Rules including, without limitation, statistics and other information about: cost of HPI operations; patterns of utilization of its services; availability, accessibility and acceptability of services; developments in the health status of Medicare Cost Members; information demonstrating that HPI has a fiscally sound operation; and other matters required by CMS;
2. Disclose to Medicare Cost Members all information required under the Rules to be disclosed;
3. Make a good faith effort to notify all affected Medicare Cost Members of termination of this Cost Addendum at least thirty (30) calendar days prior to the termination effective date; and
4. Disclose to CMS Medicare Cost Product quality and performance indicators, including:
 - a. disenrollment rates for Medicare Cost Members electing to receive benefits through the Medicare Cost Plan for the previous two years;
 - b. information on Medicare Cost Member satisfaction; and
 - c. information on health outcomes.

J. MEDICARE PARTICIPATION STATUS

Neither PROVIDER, nor any Subcontractor, will employ or contract with any individual who has opted out of Medicare by filing with a Medicare carrier an affidavit promising to furnish Medicare-covered services to Medicare beneficiaries only through private contracts with such beneficiaries. At all times during the term of this Agreement, PROVIDER will, and will cause each Subcontractor to, be certified for participation in Medicare.

K. QUALITY AND UTILIZATION MANAGEMENT PROGRAMS

PROVIDER will, and will cause each Subcontractor to:

1. participate in and fully cooperate with the activities of any independent quality review and improvement organization appointed by HPI pertaining to the provision of services to Medicare Cost Members; and
2. participate in and fully cooperate with HPI's medical policies, quality assurance programs, practice guidelines and utilization management programs and will consult with HPI, when so requested by HPI, regarding such policies, guidelines and programs.

L. MEDICARE COST MEMBER COMPLAINTS

PROVIDER will, and will cause each Subcontractor to, participate in and fully cooperate with HPI policies and procedures pertaining to Medicare Cost Member complaints, grievances, organization determinations involving benefits and Medicare Cost Member liability, appeals and expedited appeals.

M. SUBCONTRACTORS

PROVIDER represents and warrants that all arrangements with its Subcontractors are: (i) in writing and duly executed (except for those employment arrangements that are not pursuant to a written arrangement); and (ii) compliant with the terms of this Cost Addendum and all applicable Medicare laws and regulations. PROVIDER and each Subcontractor will promptly amend all of their respective subcontracted arrangements, in the manner requested by HPI, to meet any additional Medicare requirements or as may be requested by CMS.

MEDICARE ADVANTAGE ADDENDUM

A. SCOPE; APPLICATION

This Medicare Advantage Addendum (this "Addendum") governs the provision of Covered Services to Members who are enrolled in any of HPI's Medicare Advantage Plans and the Provider's participation in HPI's Medicare Advantage Network. Any default by either party of its respective obligations under this Addendum shall be treated in the same manner and have the same legal effect as any other default under the Agreement. Provider shall require Subcontractors to comply with this Addendum to the same extent applicable to PROVIDER.

B. GOVERNING DOCUMENTS; DEFINITIONS

In the event of a conflict between the Agreement and this Addendum, this Addendum shall control if such conflict involves a Medicare Advantage Member. In the event of a conflict between this Addendum and any HPI Medicare Advantage Plan policy, manual and/or procedure, this Addendum shall control. Unless otherwise specifically defined herein, all capitalized terms in this Addendum shall have the meanings ascribed to them in the Agreement. The following additional definitions apply to this Addendum.

1. "*Clean Claim*" means a claim that has no defect, impropriety, lack of any required substantiating documentation - including the substantiating documentation needed to meet the requirements for encounter data - or particular circumstance requiring special treatment that prevents timely payment; and a claim that otherwise conforms to the clean claim requirements for equivalent claims under original Medicare
2. "*CMS*" or "Centers for Medicare & Medicaid Services" means the agency within the Department of Health and Human Services ("DHHS") that administers the Medicare program.
3. "*Completion of Audit*" means the completion of audit by HHS, the Comptroller General, or their designees of a Medicare Advantage organization.
4. "*Comptroller General*" refers to the Comptroller General of the United States Government Accountability Office
5. "Final Contract Period" means the final term of the contract between CMS and the Medicare Advantage Organization..
6. "*HHS*" means the United States Department of Health and Human Services.
7. "*Medicare Advantage*" means the health care program established at 42 U.S.C. 1395w-21 through 1395w-28, and administered by CMS, pursuant to which CMS contracts with eligible organizations, such as HPI, to provide or arrange for Medicare covered services to eligible Medicare Beneficiaries.
8. "*Medicare Advantage Network*" means the network of health care providers with which HPI has contracted to provide Covered Services to its Medicare Advantage Members.
9. "*Medicare Advantage Plan*" means a plan approved by CMS through which HPI offers a managed health benefit to eligible Medicare beneficiaries.
10. "*Medicare Advantage Member*" or "*Medicare Advantage Members*" means an eligible individual(s) who has enrolled in a HPI Medicare Advantage Plan.
11. "*Rules*" means any of the following as now in force or as may hereafter be amended, supplemented or substituted (i) the Medicare Advantage regulations promulgated by CMS, set forth in 42 C.F.R. 422.1 through 422.760, (ii) the Medicare Managed Care

Manual located at <http://cms.gov/Regulations-and-Guidance/Guidance/Manuals/Internet-Only-Manuals-IOMs-Items/CMS019326.html>; and 9iii) subregulatory guidance or instructions issued by CMS.

12. “*Subcontractor*” means an individual health care provider with whom, or an entity organized to provide health care services through its employees, independent contractors or other agents with which, the Provider has contracted, either directly or indirectly, for the purposes of providing Covered Services to Medicare Advantage Members, and that have been accepted by HPI in accordance with HPI credentialing standards. The term “*Subcontractor*” shall include all “*Downstream Entities*” (as defined in the Rules) below the Provider, as well as the ultimate provider of Covered Services to Medicare Advantage Members in such “*downstream*” arrangements, so long as such entities and providers have been accepted by HPI in accordance with HPI credentialing standards.

C. ACCESS: RECORDS AND FACILITIES

Provider agrees that HPI, the United States Department of Health and Human Services, the Comptroller General, or their designees have the right to audit, evaluate, collect and inspect any books, contracts, computer or other electronic systems, including medical records of Provider, Subcontractors or transferees, related to CMS’ Medicare Advantage contract with HPI. Provider further agrees that HHS, the Comptroller General or their designees have the right to audit, evaluate, collect, and inspect any records described in the preceding sentence directly from Provider. HHS’, the Comptroller General’s, or their designee’s right to inspect, evaluate, and audit any pertinent information for any particular contract period will exist through ten (10) years from the Final Date of the contract period or from the date of Completion of Audit, whichever is later.

D. ACCESS: BENEFITS AND COVERAGE

1. *No discrimination.* Provider shall not, and shall cause each Subcontractor to not, discriminate against any Medicare Advantage Member on the basis of membership with HPI, source of payment, race, color, sex, age, religion, national origin, any factor that is related to health status (including, without limitation, medical condition (including mental as well as physical illness), claims experience, receipt of health care, medical history, genetic information, evidence of insurability (including conditions arising out of acts of domestic violence), and/or disability) or any other basis forbidden by law.
2. *Complex or Serious Medical Conditions.* For those Medicare Advantage Members that have been identified as having a complex or serious medical condition by HPI, Provider and/or Subcontractor, then Provider shall, and shall cause each Subcontractor to, cooperate with HPI to ensure that Provider (or Subcontractor), in collaboration with HPI and the Medicare Advantage Member, establish, implement and monitor a treatment plan for such Member’s complex or serious medical condition that is appropriate for the diagnosed conditions that:
 - a. Includes an adequate number of direct access visits to specialists consistent with the treatment plan;
 - b. Is time-specific and periodically updated; and
 - c. Ensures adequate coordination of care among providers.

3. *Access Standards.* Provider shall, and shall cause each Subcontractor to, ensure that:
 - a. The Provider's and Subcontractor's hours of operation are convenient to, and do not discriminate against, Medicare Advantage Members; and
 - b. Covered Services are available 24 hours a day, 7 days per week, when medically necessary.

Provider shall, and shall cause each Subcontractor to, comply with procedures established by HPI from time to time to ensure compliance with the above access standards.

4. *Continuity of Care.* Provider shall, and shall cause each Subcontractor to, ensure that:
 - a. Medicare Advantage Member medical records are maintained in accordance with standards established by HPI;
 - b. There is appropriate and confidential exchange of information among providers in the Medicare Advantage Network;
 - c. Procedures are in place that ensure that Medicare Advantage Members are informed of specific health care needs that require follow-up care and receive, as appropriate, training in self-care and other measures that such Medicare Advantage Members may take to promote their own health;
 - d. Procedures and systems are in place to address barriers to compliance with prescribed treatments or regimens by the Medicare Advantage Members; and
 - e. Report to HPI any community or social services needs of a Medicare Advantage Member including, without limitation, nursing home and community-based services.

E. MEMBER PROTECTIONS

1. *Cultural Competency.* Provider shall, and shall cause each Subcontractor to, provide Covered Services in a culturally competent manner to all Medicare Advantage Members, including those with limited English proficiency or reading skills, and diverse cultural and ethnic backgrounds. Provider shall, and shall cause each Subcontractor to, provide information regarding treatment options in a culturally-competent manner, including the option of no treatment if so elected by the Medicare Advantage Member. Provider shall, and shall cause each Subcontractor to, ensure that Medicare Advantage Members have effective communications with each of the Provider's or Subcontractors employees or agents in making decisions regarding treatment options.
2. *Advanced Directives.* Provider shall, and shall cause each Subcontractor to:
 - a. Document, in a prominent part of the Medicare Advantage Member's current medical record whether or not the Medicare Advantage Member has executed an advanced directive;
 - b. Not condition the provision of Covered Services or otherwise discriminate against a Medicare Advantage Member based on whether the Medicare Advantage Member has executed an advance directive; and
 - c. Comply with Minnesota law regarding advance directives.

3. *Accuracy, Access and Confidentiality of Medical Records.* Provider shall, and shall cause each Subcontractor to:
- a. Prepare and maintain accurate and timely medical records and other information pertaining to Medicare Advantage Members who receive services from Provider and Subcontractor;
 - b. Ensure timely access by Medicare Advantage Members to the records and information that pertain to them;
 - c. Abide by all state and federal laws regarding confidentiality and disclosure of medical records, or other health and enrollment information;
 - d. Ensure that medical records, information from such medical records, or other health and enrollment information will be released only in accordance with applicable state or federal law, or pursuant to a court order or subpoena; and
 - e. Safeguard the privacy of any information that identifies a particular Medicare Advantage Member and have procedures that specify: (i) for what purposes the information will be used within the Provider's or Subcontractor's organization; and (ii) to whom and for what purposes the Provider or Subcontractor will disclose the information outside of the Provider's and Subcontractor's respective organizations.

4. *Exclusive Payment (Non-Recourse)*

Provider agrees, and shall cause each Subcontractor to agree, that in no event, including but not limited to nonpayment by HPI, insolvency of HPI, or breach of the Agreement or this Addendum, shall Provider or Subcontractor bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Medicare Advantage Member or persons (or than HPI) acting on a Medicare Advantage Member's behalf for Covered Services provided pursuant to this Addendum. Provider agrees, and shall cause each Subcontractor to agree, that Medicare Advantage Members shall not be liable for payment of any fees that are the legal obligation of HPI. This provision does not prohibit the Provider or Subcontractor from collecting deductibles, coinsurance or copayments, as specifically provided in the applicable certificates of coverage, or fees for non-Covered Services delivered on a fee-for-service basis to Medicare Advantage Members.

Provider agrees, and shall cause each Subcontractor to agree, that these provisions supersede any oral or written contrary agreement now existing or hereafter entered into between Provider and/or Subcontractor and a Medicare Advantage Member or a person acting on the Medicare Advantage Member's behalf insofar as such contrary agreement relates to liability for payment for, or continuation of, Covered Services provided pursuant to this Addendum.

Provider agrees, and shall cause each Subcontractor to agree, that the provisions set forth in this Section E.4 shall survive the termination of this Addendum, regardless of the cause giving rise to the termination, including insolvency of HPI, and shall be construed to be for the benefit of Medicare Advantage Members.

HPI and Provider agrees, and Provider shall cause each Subcontractor to agree, that no change, modification or alteration of the terms set forth in this Section E.4 shall be made by the parties without prior written approval of the appropriate HHS and/or CMS authorities.

Medicare Advantage Members that are eligible for both Medicare and Medicaid will not be liable for Medicare Part A and B cost sharing when DHS is responsible for paying

such amounts. Provider will be informed of Medicare and Medicaid benefits and rules for Medicare Advantage Members eligible for Medicare and Medicaid. Neither Provider nor its Subcontractors may impose cost-sharing that exceeds the amount of cost-sharing that would be permitted with respect to the individual under title XIX if the individual were not enrolled in such a plan. Provider will: (1) accept the MA plan payment as payment in full or (2) bill the appropriate DHS source.

5. *Continuation of Medicare Advantage Members' Benefits.* Notwithstanding any term in this Addendum to the contrary, Provider agrees, and shall cause each Subcontractor to agree, that Provider and its Subcontractors shall provide Covered Services to any Medicare Advantage Member for the duration of any contract period for which CMS payments have been made to HPI for such Medicare Advantage Member. Furthermore, in the event of HPI's insolvency, or if HPI's Medicare Advantage contract with CMS is terminated, Provider agrees, and shall cause each Subcontractor to agree, that Provider and its Subcontractors shall continue to provide Covered Services to any Medicare Advantage Member hospitalized on the date of such insolvency or termination until such Medicare Advantage Member is discharged. Provider agrees, and shall cause each Subcontractor to agree, that the provisions in this Section E.5: (a) shall survive the any termination of this Addendum, regardless of the cause giving rise to the termination, including, without limitation, insolvency of HPI and shall be construed for the benefit of Medicare Advantage Members; and (b) supersede any oral or written contrary agreement now existing or hereafter entered into between the Provider and/or Subcontractor and a Medicare Advantage Member or a person acting on behalf of a Medicare Advantage Member regarding liability for payment for Covered Services provided under the terms of this Addendum. HPI and Provider agrees, and Provider shall cause each Subcontractor to agree, that no change, modification or alteration of the terms set forth in this Section E.5 shall be made by the parties without prior written approval of the appropriate HHS and/or CMS authorities.
6. *Additional Protections.*
 - a. Provider shall provide Covered Services in a manner consistent with professionally recognized standards of health care.
 - b. Provider acknowledges that Medicare Advantage Members may obtain covered mammography screening services and influenza vaccinations from a Participating Provider without a referral and that Medicare Advantage Members who are women may obtain women's routine and preventive health services from a participating women's health specialist without a referral.
 - c. Provider acknowledges that covered influenza vaccines and pneumococcal vaccines are not subject to any cost share obligations.
 - d. Provider shall provide Covered Services consistent with HPI's (1) standards for timely access to care and member services; (2) policies and procedures that allow for individual Medical Necessity determinations; and (3) policies and procedures for Provider consideration of Medicare Advantage Member input in the establishment of treatment plans.

F. **ACCOUNTABILITY AND DELEGATION**

The parties hereby acknowledge that HPI, as a Medicare Advantage Organization, oversees and is accountable to CMS for the applicable functions and responsibilities described in the Rules. If HPI has delegated any of its functions or responsibilities as a Medicare Advantage Organization to Provider (1) the arrangement regarding the delegated activities and reporting responsibilities

shall be set forth in Exhibits attached hereto and incorporated herein and shall be consistent with all applicable requirements set forth in the Rules. HPI may revoke any delegation including, if applicable, the delegated responsibility to meet CMS reporting requirements, and thereby terminate the Agreement and/or this Addendum if CMS or HPI determines that PROVIDER has not performed satisfactorily. In addition, if Provider carries out any of its obligations or duties under this Addendum through a subcontracted arrangement (subject to HPI authorization as may be required under the assignment provision in the Agreement), such arrangement shall be in writing, shall be consistent with all applicable requirements set forth in the Rules and shall contain a provision obligating such subcontractor to comply with all applicable obligations imposed on Provider, including Medicare laws and regulations. Provider shall ensure that all written arrangements between Provider and Subcontractors, either directly or indirectly, pursuant to which Subcontractors provide services to Medicare Advantage Members shall contain an acknowledgement that HPI, as a Medicare Advantage Organization, oversees and is accountable to CMS for the applicable functions and responsibilities described in the Rules, and that HPI will only delegate its functions and responsibilities as a Medicare Advantage Organization in a manner consistent with all applicable requirements set forth in the Rules.

G. CREDENTIALS OF PROVIDER AND ITS SUBCONTRACTORS

The credentials of the Provider and all Subcontractors, as applicable, shall be reviewed by HPI as set forth in the Agreement. If HPI has delegated its credentialing activities to Provider, such delegated arrangement shall be set forth in an Exhibit attached hereto and incorporated herein. Provider acknowledges and agrees that HPI retains the right to approve, suspend or terminate any arrangement with a provider selected by PROVIDER pursuant to such delegated credentialing activities. If HPI makes an adverse determination regarding the participation status of Provider and/or Subcontractor to provide services to Medicare Advantage Members, then HPI shall provide Provider and/or the affected Subcontractor: (i) with written notice of such adverse participation status decision; and (ii) an opportunity to present information and opinions about the decision.

H. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND HPI POLICIES AND PROCEDURES

1. Provider shall comply with all applicable Medicare laws, regulations and CMS instructions.
2. Provider shall comply with HPI's contractual obligations with CMS and agrees to furnish services to Medicare Advantage Members in a manner consistent with such contractual obligations.
3. Provider acknowledges that payments made by HPI to Provider for services rendered to Medicare Advantage Members are, in whole or in part, from federal funds and, as a result, Provider is subject to, and shall comply with, all laws that are applicable to individuals and entities receiving federal funds, including, but not limited to,
 - a. Title VI of the Civil Rights Act of 1964, as implemented by 45 CFR part 80;
 - b. The Age Discrimination Act of 1975, as implemented by 45 CFR part 91;
 - c. Section 504 of the Rehabilitation Act of 1973 as implemented by 45 CFR Part 84;
 - d. The Americans With Disabilities Act;
 - e. Other laws applicable to recipients of federal funds; and

- f. All other applicable laws and regulations applicable to recipients of federal funds.
4. Provider shall comply with federal laws and regulations designed to prevent or ameliorate fraud, waste, and abuse, including, but not limited to, applicable provisions of federal criminal law, the False Claims Act (32 U.S.C. 3729 et. seq.), and the anti-kickback statute (Section 1128B(b)) of the Act).
5. Provider shall comply with all HPI policies and procedures, as amended from time to time by HPI, which are hereby incorporated herein by reference, including, without limitation HPI Medicare Advantage policies and procedures and HPI policies and procedures relating to licensure, accreditation and Medicare certification.

I. ENCOUNTER DATA

Provider shall, and shall cause each Subcontractor to:

1. Submit to HPI all data including, without limitation, medical records, necessary to characterize the context, purpose and medical necessity of each encounter with a Medicare Advantage Member in the manner and to the extent required by CMS;
2. Certify, in writing, the completeness, truthfulness and accuracy of all such data;
3. Cooperate with HPI when it addresses any inquiries from CMS regarding the submission of encounter data and/or the accuracy of encounter data submitted; and
4. Indemnify HPI for any penalty or fine assessed by CMS against HPI, resulting from the incompleteness, untruthfulness and/or inaccuracy of data, or resulting from the nonconformance of applicable submission requirements for data, submitted by Provider for Medicare Advantage Members, as required under this Section.

J. PHYSICIAN INCENTIVE PLAN DATA AND SURVEYS

1. Provider shall, and shall cause each Subcontractor to, submit to HPI all data necessary for HPI to carry out its disclosure obligations to CMS and to Medicare Advantage Members with respect to physician incentive plans, as set forth and required under the Rules. Provider and Subcontractors shall certify, in writing, the completeness, truthfulness and accuracy of all such data. Provider shall cooperate with HPI when it addresses any inquires from CMS regarding the accuracy of data submitted.
2. If the Provider or any Subcontractor is at “substantial financial risk,” as defined in the Rules, then Provider shall, and shall cause each such Subcontractor to, obtain either aggregate or per-patient stop-loss protection, in the manner and in such amounts, as required under the Rules.
3. Provider shall, and shall cause each Subcontractor to, cooperate with HPI in connection with HPI’s obligations to conduct periodic surveys of current and former Medicare Advantage Members in instances where Provider and or any Subcontractor is at “substantial financial risk,” as defined in the Rules.
4. Provider shall, and shall cause each Subcontractor to, indemnify HPI for any penalty or fine assessed by CMS against HPI, resulting from the incompleteness, untruthfulness and/or inaccuracy of data required to be submitted to HPI, or resulting from the nonperformance of the stop-loss protection and Medicare Advantage Member survey obligations, as required under this Section.

K. REPORTING AND DISCLOSURE

Provider shall cooperate with HPI in connection with HPI's obligations to:

1. Carry out HPI's reporting obligations under the Rules (§422.516) including, without limitation, statistics and other information about: cost of HPI operations; patterns of utilization of its services; availability, accessibility and acceptability of services; developments in the health status of Medicare Advantage Members; information demonstrating that HPI has a fiscally sound operation; and other matters required by CMS;
2. Disclose to CMS all information necessary for CMS to administer and evaluate HPI's Medicare Advantage Plan;
3. Disclose to CMS all information necessary for CMS to establish and facilitate a process for current and prospective Medicare Advantage Members to exercise choice and make an informed decision with respect to Medicare services;
4. Disclose to Medicare Advantage Members all information required under the Rules to be disclosed;
5. Make a good faith effort to notify all affected Medicare Advantage Members of termination of this Addendum at least thirty (30) calendar days prior to the termination effective date; and
6. Disclose to CMS Medicare Advantage Plan quality and performance indicators, including:
 - a. Disenrollment rates for Medicare Advantage Members electing to receive benefits through the Medicare Advantage Plan for the previous two years;
 - b. Information on Medicare Advantage Member satisfaction; and
 - c. Information on health outcomes.
7. Disclose to CMS any books, contracts, medical records, patient care documentation, and other records of Provider, and any related entity, Subcontractor, or transferee of Provider that pertain to any aspect of the services performed, reconciliation of benefit liabilities, and determination of amounts payable under this Addendum, for the validation of risk adjustment data, as required by CMS, and any other information that CMS, other relevant federal and state authorities and their respective designees may require. (42 CFR 422.504(e)(2))
8. Provide to CMS a sample of medical records for the validation of risk-adjustment data, as required by CMS. (42 CFR 422.310(e))

L. EXCLUDED INDIVIDUALS AND ENTITIES

For purposes of this Section M, the term "Sanctioned" shall mean to be suspended, debarred or excluded from participation in, convicted of any criminal offense related to the delivery of health care services under, or otherwise sanctioned by, any federal health care program (including, without limitation, Medicare or Medicaid). Provider represents and warrants to HPI that it has never been Sanctioned. Provider hereby agrees that at no time during the term of this Agreement shall Provider (i) be Sanctioned, (ii) employ or contract with an individual that has been Sanctioned or that has an ownership or controlling interest in an entity that has been Sanctioned, or (iii) contract with an entity that employs or contracts with a Sanctioned individual, for the

provision of any of the following services: (a) health care; (b) utilization review; (c) medical social work; or (d) administrative services (collectively, "Designated Services"). Provider shall notify HPI, in writing, in the event any of the following individuals and/or entities are Sanctioned: (i) Provider, (ii) an employee or agent of Provider who renders Designated Services, (iii) an entity with which an employee or agent of Provider has an ownership or controlling interest, or (iv) an entity, or an employee or agent of an entity, with which Provider contracts to provide Designated Services. Provider shall review the Office of Inspector List of Excluded Individuals and Entities and the System for Award Management exclusion list and verify on a monthly basis or as often as required by CMS guidelines, that the persons and entities PROVIDER employs or contracts for the provision of services pursuant to this Addendum are in good standing.

M. MEDICARE PARTICIPATION STATUS

Provider shall not employ or contract with any individual who has opted out of Medicare by filing with a Medicare carrier an affidavit promising to furnish Medicare-covered services to Medicare beneficiaries only through private contracts with such beneficiaries. At all times during the term of this Agreement, Provider shall be approved by CMS as meeting the conditions for Medicare coverage of Provider's services.

N. QUALITY AND UTILIZATION MANAGEMENT PROGRAMS

Provider shall:

1. Participate in and fully cooperate with the activities of any independent quality review and improvement organization appointed by HPI pertaining to the provision of services to Medicare Advantage Members; and
2. Participate in and fully cooperate with HPI's medical policies, quality assurance programs, practice guidelines and utilization management programs and shall consult with HPI, when so requested by HPI, regarding such policies, guidelines and programs.

O. MEDICARE ADVANTAGE MEMBER COMPLAINTS

Provider shall participate in and fully cooperate with HPI policies and procedures pertaining to Medicare Advantage Member complaints, grievances, organization determinations involving benefits and Medicare Advantage Member liability, appeals and expedited appeals.

P. PROMPT PAYMENT OF CLAIMS

1. HPI or its Affiliate shall issue payment to Provider for a Clean Claim (as hereinafter defined), or provide notification that a Clean Claim has been denied, within the required timeframe set forth in Minnesota Statutes, Section 62Q.75, as amended from time to time (the "Prompt Pay Statute"). For purposes of this Section Q, "Clean Claim" shall mean a claim that satisfies all applicable requirements set forth in HPI policies and procedures, as amended by HPI, in its sole discretion, from time to time. As a condition of receiving payment for a Clean Claim, the Provider shall, or if applicable, shall cause each Subcontractor to, submit the Clean Claim within the applicable timeframe set forth in the Agreement. Notwithstanding any term in this Addendum or the Agreement or documents referenced therein to the contrary, Provider agrees that if HPI fails to make timely payment for a Clean Claim or provide notification that a Clean Claim has been denied, as

required under the Prompt Pay Statute, HPI's or Affiliate's liability for such failure shall be limited solely to the interest payments set forth under the Prompt Pay Statute.

2. In the event CMS reduces compensation to HPI as a result of a CMS directive or a change in applicable law, HPI may amend this Addendum and/or the Medicare Advantage Fee Schedule through written notice to PROVIDER to pass through the payment adjustment in the amount specified by CMS or, in the absence of such specification, in the same percentage amount as payment is adjusted by CMS. Such adjustment in payment to PROVIDER shall be effective concurrent with the effective date imposed on HPI by CMS.

Q. LIMITATIONS ON INDEMNIFICATION

Notwithstanding anything in the Agreement to the contrary, Provider shall not be required to indemnify HPI against any civil liability for damage caused to an Medicare Advantage Member as a result of HPI's denial to pay for medically necessary care.

R. COMPLIANCE: TRAINING, EDUCATION AND COMMUNICATIONS.

In accordance with, but not limited to 42 CFR §§ 422.503(b)(4)(vi)(C)&(D) and the CMS Compliance Guidelines, Provider agrees and certifies that it, as well as its Subcontractors shall participate in applicable compliance training, education and/or communications as reasonably requested by HPI annually or as otherwise required by applicable law, and must be made a part of the orientation for a new employee or Subcontractor. Provider acknowledges and agrees that, for purposes of satisfying the training requirement, Provider shall take the training made available by CMS. HPI shall accept the certificate of completion of the CMS training as satisfaction of the training requirement. Provider and any Subcontractor who has met the fraud, waste and abuse certification requirements through enrollment into the Medicare program are deemed to have met the training and education requirements for fraud, waste and abuse. HPI shall establish and make available to Provider and Subcontractors lines of communication that are accessible to all and allow compliance issues to reported in accordance with 42 CFR § 422.503(b)(4)(vi)(D).

S. SUBCONTRACTORS

Provider represents and warrants that: (a) it has legal authority to act as an agent on behalf of all Subcontractors and to bind all Subcontractors to the duties, obligations and requirements set forth in this Addendum; and (b) all arrangements with its Subcontractors are in writing, duly executed and compliant with the terms of this Addendum and all applicable Medicare laws and regulations. Provider and each Subcontractor shall promptly amend all of their respective subcontracted arrangements, in the manner requested by HPI, to meet any additional Medicare requirements or as may be requested by CMS.

STATE PUBLIC PROGRAMS ADDENDUM

A. SCOPE; APPLICATION.

This State Public Programs Addendum (this "SPP Addendum") governs the provision of Covered Services to Members who are enrolled in any of the State's Prepaid Medical Assistance Program; Prepaid General Assistance Medical Care or MinnesotaCare Products; and the PROVIDER's participation in HPI's State Public Programs Network. Any default by either party of its respective obligations under this SPP Addendum shall be treated in the same manner and have the same legal effect as any other default under the Agreement.

B. GOVERNING DOCUMENTS; DEFINITIONS.

In the event of a conflict between the Agreement and this SPP Addendum, this SPP Addendum shall control if such conflict involves a State Public Programs Member. PROVIDER shall, and shall cause each Physician and/or Allied Health Professional to, comply with all rules and requirements of the HPI Administrative Program, including, but not limited to, any SPP Product requirements, which may be amended from time to time. Unless otherwise specifically defined herein, all capitalized terms in this SPP Addendum shall have the meanings ascribed to them in the Agreement. The following additional definitions apply to this SPP Addendum:

1. **"Clean Claim"** means one that can be processed without obtaining additional information from the provider of the service or from a third party. It includes a claim with errors originating in the State's claims system. It does not include a claim from a provider who is under investigation for fraud or abuse, or a claim under review for medical necessity.
2. **"CMS"** shall mean the Centers for Medicare and Medicaid Services of the U.S. Department of Health and Human Services.
3. **"Comptroller General"** shall mean the Comptroller General of the U.S. Government Accountability Office.
4. **"Contract"** means the agreement between the State and HPI for Medical Care Services for Families and Children.
5. **"Contract Year"** means the calendar year for which the term of the Contract is effective.
6. **"Covered Services"** means the Medically Necessary preventive, diagnostic, therapeutic and rehabilitative services and supplies (other than a mental health care service) given to an SPP Member by a provider for a health related purpose, as defined under Minnesota Statutes, Section 256B.0625.
7. **"Emergency Performance Interruption" or "EPI"** means any event, including, but not limited to: wars, terrorist activities, natural disasters, pandemic or health

emergency, that the occurrence and effect of which is unavoidable and beyond the reasonable control of HP and/or the State, and which makes normal performance under the Contract impossible or impracticable.

8. **“Managing Employee”** shall mean a general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation of an institution, organization or agency, as defined in 42 CFR § 455.101.
9. **“Medical Emergency”** means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in (i) placing the physical or mental health of the SPP Member (or, with respect to a Pregnant Woman (as defined in 42 CFR § 435.4), the health of the woman and her unborn child) in serious jeopardy; (ii) continuation of severe pain; (iii) serious impairment to bodily functions; (iv) serious dysfunction of any bodily organ or part; or (v) death. Labor and delivery is a Medical Emergency if it meets this definition. The condition of needing a preventive health service is not a Medical Emergency.
10. **“Medical Emergency Services”** means inpatient and outpatient services covered under this Agreement that are furnished by a provider qualified to furnish emergency services and are needed to evaluate or stabilize an SPP Member’s Medical Emergency.
11. **“Medically Necessary”** means, as defined under Minnesota Rules, Part 9505.0175, subpart 25, a health service that is:
 - a. consistent with the SPP Member’s diagnosis or condition;
 - b. recognized as the prevailing standard or current practice by the provider’s peer group;
 - c. rendered (i) in response to a life threatening condition or pain; (ii) to treat an injury, illness or infection; or to treat a condition that could result in physical disability; (iii) to care for the mother and unborn child through the maternity period; (iv) to achieve a level of physical function consistent with prevailing community standards for diagnosis or condition; or
 - d. is a preventive health service defined under Minnesota Rules, Part 9505.0355.

In addition with respect to mental health services, pursuant to Minnesota Statutes Section 62Q.53, subdivision 2 (or any superseding law), Medically Necessary means health care services appropriate in terms of type, frequency, level, setting and duration, to the SPP Member’s diagnosis or condition, and diagnostic testing and preventive services. Medically Necessary care must be consistent with generally accepted practice parameters as determined by health care providers in the same or similar general specialty as typically manages the condition, procedure or treatment at

issue, and must (i) help restore or maintain the SPP Member's health; or (ii) prevent deterioration of the SPP Member's condition.

12. **"MNCare"** or **"MinnesotaCare"** shall mean the MinnesotaCare program authorized under Minnesota Statutes, Chapter 256L.
13. **"MFCU"** shall mean the Minnesota Medicaid Fraud Control Unit of the Minnesota Attorney General's Office.
14. **"National Provider Identifier"** or **"NPI"** means the ten (10) digit number issued by CMS which is the standard unique identifier for health care providers, and which replaces the use of all legacy provider identifiers (e.g., UPIN, Medicaid Provider Number, Medicare Provider Number, Blue Cross and Blue Shield Numbers) in standard transactions.
15. **"Ownership Interest"** shall mean the possession of equity in the capital, the stock, or the profits of the Disclosing Entity, as defined in 42 CFR § 455.101.
16. **"PGAMC"** or **"Prepaid General Assistance Medical Care Program"** shall mean the Prepaid General Assistance Medical Care program authorized under Minnesota Statutes, Section 256D.03.
17. **"PMAP"** or **"Prepaid Medical Assistance Program"** shall mean the Prepaid Medical Assistance Program authorized under Minnesota Statutes, Section 256B.69, and Minnesota Rules, Parts 9500.1450 to 9500.1464.
18. **"SPP Member/s"** means an individual eligible and enrolled to receive Covered Services through an SPP Product.
19. **"SPP Network"** means the network of health care providers with which HPI has contracted to provide Covered Services to its SPP Members.
20. **"SPP Product/s"** shall mean a Product entered into by the Minnesota Department of Human Services ("MDH") or its agents and HPI or a Related Organization pursuant to which HPI or a Related Organization pays and/or arranges for health care services and supplies to individuals eligible to participate in a PMAP, PGAMC and/or MNCare plan including, without limitation, HPI's *HealthPartners Care Prepaid Medical Assistance and Prepaid General Assistance Medical Care* and *HealthPartners Care Prepaid Minnesota Care* products.
21. **"State"** shall mean the Minnesota Department of Human Services or its agents and the Commissioner of Human Services.
22. **"Person with an Ownership or Control Interest"** shall mean (as defined in 42 CFR § 455.101) a person or corporation that:
 - a. has an Ownership Interest, directly or indirectly, totaling five percent (5%) or more in the MCO or a Disclosing Entity;

- b. has a combination of direct and indirect Ownership Interests equal to five percent (5%) or more in the MCO or the Disclosing Entity;
 - c. owns an interest of five percent (5%) or more in any mortgage, deed of trust, note, or other obligation secured by the MCO or the Disclosing Entity, if that interest equals at least five percent (5%) of the value of the property or assets of the MCO or the Disclosing Entity; or
 - d. is an officer or director of the MCO or the Disclosing Entity (if it is organized as a corporation) or is a partner in the MCO or the Disclosing Entity (if it is organized as a partnership).
23. **“Physician Incentive Plan”** or **“PIP”** means any compensation arrangement between an organization and a physician or physician group that may directly or indirectly have the effect of reducing or limiting services provided to SPP Members.
24. **“Post-Stabilization Care Services”** shall mean Medically Necessary Covered Services related to an Emergency medical condition, that are provided after an SPP Member is stabilized, in order to maintain the stabilized condition, and for which HPI is responsible when:
- a. the services are Service Authorized;
 - b. the services are provided to maintain the SPP Member’s stabilized condition within one (1) hour of a request to HPI for Service Authorization of further Post-Stabilization Services;
 - c. HPI could not be contacted;
 - d. HPI did not respond to a Service Authorization within one (1) hour; or
 - e. HPI and PROVIDER are unable to reach an agreement regarding the SPP Member’s care.
25. **“Priority Services”** shall mean:
- a. those services that must remain uninterrupted to ensure the life, health and/or safety of the SPP Member;
 - b. Medical Emergency Services, Post-Stabilization Care Services and Urgent Care;
 - c. other Medically Necessary services that may not be interrupted or delayed for more than fourteen (14) days;
 - d. a process to authorize the services described in paragraphs a through c;
 - e. a process for expedited appeals for the services described in paragraphs a through c; and

f. a process to pay providers who provide the services described in paragraphs a through c.

26. **“Service Authorization** means an SPP Member’s request, or a provider’s request on behalf of an SPP Member, for the provision of medical services, and HPI’s determination of the Medical Necessity for the medical service prior to the delivery or payment of the service. A service that has received such authorization is a **“Service Authorized”** as used herein.

27. **“Urgent Care”** shall mean acute, episodic medical services available on a twenty-four (24) hour basis that are required in order to prevent a serious deterioration of the health of an SPP member.

C. MARKETING MATERIALS.

Except as provided by HPI, PROVIDER shall not market or promote to individuals who are not enrolled in an SPP Product for the purpose of encouraging the individual to enroll in an SPP Product. Such prohibited marketing shall include, but is not limited to, telephone, face-to-face, cold-calling or direct mail marketing. PROVIDER is not prohibited from providing information to SPP Members for the purpose of educating such members about provider choices through HPI so long as such information is not false or materially misleading.

D. ACCESS; RECORDS AND FACILITIES.

PROVIDER shall maintain and permit HPI, State, CMS, the Comptroller General, or their designees, the right to inspect, evaluate and audit any pertinent books, financial records, documents, papers, and records of the PROVIDER involving financial transactions related to Contract. The right under this section to information for any Contract period will extend through ten (10) years from the date of the final settlement for any Contract Year unless:

1. The State or CMS determines there is a special need to retain a particular record or records for a longer period of time and the State or CMS notify HPI at least 30 days prior to the normal record disposition date;
2. There has been a termination, dispute, fraud, or similar default by HPI or PROVIDER, in which case the record(s) retention may be extended to ten (10) years from the date of any resulting final settlement; or
3. The State or CMS determined that there is a reasonable possibility of fraud and the record may be reopened at any time.

E. MEMBER PROTECTIONS.

1. **Advance Directives.** PROVIDER shall:
 - a. document in the SPP Member’s current medical record whether or not the SPP Member has executed an advance directive;

- b. not condition treatment of Covered Services or otherwise discriminate on the basis of whether the SPP Member has executed an advance directive;
 - c. comply with all applicable state and federal laws, rules and regulations related to advance directives; and
 - d. provide, individually or with others, education for staff on advance directives.
2. **Accuracy, Access and Confidentiality of Medical Records.** PROVIDER shall:
- a. prepare and maintain accurate and timely medical records and other information pertaining to SPP Members who receive services from PROVIDER; and
 - b. ensure timely access by SPP Members to the records and information that pertain to them.
3. **SPP Member Rights.** PROVIDER shall consider, and shall ensure that Physicians and Allied Health Professionals consider, SPP Members' rights, including but not limited to the right to:
- a. receive information pursuant to 42 CFR § 438.10;
 - b. be treated with respect and with due consideration for the SPP Member's privacy;
 - c. receive information on available treatment options and alternatives, including the risks, benefits, and consequences of treatment or non-treatment, presented in a manner appropriate to the SPP Member's condition and ability to understand;
 - d. participate in decisions regarding his or her health care, including the right to refuse treatment;
 - e. be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience or retaliation, as specified in Federal regulations on the use of restraints and seclusion;
 - f. request and receive a copy of his or her medical records pursuant to 45 CFR Part 160 and Part 164, subparts A and E, and request to amend or correct the record(s) as specified in 45 CFR §§164.524 and 164.526;
 - g. be furnished health care services in accordance with 42 CFR §§ 438.206 through 438.210; and
 - h. ensure that each SPP Member is free to exercise his or her rights and that the exercise of these rights will not adversely affect the way the SPP Member is treated.
4. **PROVIDER and SPP Member Communications.** HPI shall not prohibit, or otherwise restrict, a health care professional acting within the lawful scope of practice from advising or advocating on behalf of an SPP Member, with respect to the following:

- a. the SPP Member's health status, medical care, or treatment options, including any alternative treatment that may be self-administered;
 - b. any information the SPP Member needs in order to decide among all relevant treatment options;
 - c. the risks, benefits, and consequences of treatment or non-treatment; or
 - d. the SPP Member's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions.
5. **Payment of Copays and Provision of Services.** In accordance with 42 CFR §447.53, neither PROVIDER nor any Physician or Allied Health Professional shall deny Covered Services to an SPP Member because of the SPP Member's inability to pay the Copayment.
6. **Cultural Competency.** PROVIDER shall provide, and shall cause each Physician and Allied Health Professional to provide, Covered Services in a culturally competent manner to all SPP Members, including those with limited English proficiency or reading skills, and diverse cultural and ethnic backgrounds. PROVIDER shall provide, and shall cause each Physician and Allied Health Professional to provide, information regarding treatment options in a culturally-competent manner, including the option of no treatment if so elected by the SPP Member. PROVIDER shall ensure, and shall cause each Physician and Allied Health Professional to ensure, that SPP Members have effective communications with each of PROVIDER's or Subcontractor's employees or agents in making decisions regarding treatment options. Further, PROVIDER shall comply with the recommendations of the revised policy guidelines published on August 4, 2003 by the Office for Civil Rights of the Department of Health and Human Services, titled "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons," and shall apply the four factors described therein to assess the language needs of SPP Members and decide what reasonable steps, if any, PROVIDER should take to ensure meaningful access to Covered Services by SPP Members who have limited English proficiency.

F. FRAUD AND ABUSE REQUIREMENTS.

- 1. PROVIDER acknowledges that payments made by HPI to PROVIDER for services rendered to SPP Members are, in whole or in part, from state and federal funds and, as a result, PROVIDER shall comply with all laws, rules and regulations applicable to individuals and entities receiving state and federal funds.
- 2. PROVIDER shall, upon the request of the MFCU, make available to the MFCU all administrative, financial, medical and any other records that relate to the delivery of items or services under the Contract. PROVIDER shall allow the investigating unit or office access to these records during normal business hours, except under special circumstances when after-hours admission shall be allowed. Such special circumstances shall be determined by the MFCU.

3. PROVIDER shall search monthly, and upon contract execution or renewal, and credentialing, the OIG List of Excluded Individuals/Entities (“LEIE”) and the Excluded Parties List System (EPLS, with the HHS System for Awards Management) database (and may search the Medicare Exclusion Database), for any providers, agents, Persons with an Ownership or Control Interest, and Managing Employees to verify that these persons:
 - a. are not excluded from participation in Medicaid under §§ 1128 or 1128A of the Social Security Act; and
 - b. have not been convicted of a criminal offense related to that person’s involvement in any program established under Medicare, Medicaid or programs under Title XX of the Social Security Act.

PROVIDER assures HPI that no agreements exist with an excluded entity or individual for the provision of items or services related to HPI’s obligation under the Contract.

PROVIDER shall report to HPI within five (5) days any information regarding individuals or entities specified in the first paragraph of this Section F, who have been convicted of a criminal offense related to the involvement in any program established under Medicare, Medicaid, the programs under Title XX of the Social Security Act, or that have been excluded from participation in Medicaid under §§ 1128 or 1128A of the Social Security Act.

G. ENCOUNTER DATA.

PROVIDER shall cooperate with HPI when it addresses any inquiries from the State regarding the submission of encounter data and/or the accuracy of encounter data submitted.

H. PROVIDER SUBCONTRACTORS.

PROVIDER represents and warrants that all arrangements with its Physicians and/or Allied Health Professionals are: (i) in writing and duly executed (except for those employment arrangements that are not pursuant to a written arrangement); and (ii) compliant with the terms of this SPP Addendum and all applicable state and federal laws, rules and regulations. PROVIDER and each of its Physicians and/or Allied Health Professionals shall promptly amend all of their respective subcontracted arrangements, in the manner requested by HPI, to meet any additional SPP Products requirements or as may be requested by the State.

I. MINNESOTA DEPARTMENT OF HUMAN SERVICES DISCLOSURE REQUIREMENTS.

Prior to the effective date of this Addendum and renewal of the Agreement to which this Addendum is a part, PROVIDER shall report the following information to HPI, if applicable, in order to assure compliance with 42 CFR § 455.104:

1. The name address, date of birth, Social Security Number (in the case of an individual), and tax identification number (in the case of a corporation) of each Person with an Ownership or Control Interest in PROVIDER (“disclosing entity”) or in any subcontractor (both as defined in 42 CFR § 455.101) in which the disclosing entity has direct or indirect ownership of five percent (5%) or more. The address for corporate entities must include primary business address, every business location and P.O. Box address;
2. A statement as to whether any Person with an Ownership or Control Interest in the disclosing entity as identified in paragraph I.1 above is related (if an individual) to any other Person with an Ownership or Control Interest as spouse, parent, child or sibling;
3. The name or any other organization in which a Person with an Ownership or Control Interest in disclosing entity also has an Ownership or Control Interest;
4. The name, address, date of birth, and Social Security Number of any Managing Employee of the disclosing entity; and
5. For purposes of Section I, “subcontractor” means an individual, agency, or organization to which a disclosing entity has contracted, or is a person with an employment, consulting or other arrangement with HPI for the provision of items and services that are significant and material to HPI’s obligations under the Contract.

J. NATIONAL PROVIDER IDENTIFIER.

PROVIDER shall obtain, and shall require all Physicians and Allied Health Professionals to obtain, National Provider Identifier (“NPI”) numbers. PROVIDER shall use the NPI to identify PROVIDER and Physicians and Allied Health Professionals. A claim shall not be considered a Clean Claim without the required NPI number(s).

K. PROMPT PAYMENT OF CLAIMS.

HPI or its designee shall promptly pay all Clean Claims, and applicable interest on Clean Claims, in accordance with 42 U.S.C. § 1396a(a)(37) and 42 CFR §§ 447.45 and 447.46. Notwithstanding any provision in the Agreement or this Addendum to the contrary, PROVIDER shall submit Clean Claims to HPI or its designee within twelve (12) months from the newborn SPP Member’s date of birth for Covered Services rendered to the newborn SPP Member during the period of retroactive enrollment for newborns.

L. PHYSICIAN INCENTIVE PLAN DATA AND SURVEYS.

To the extent HPI operates a Physician Incentive Plan for the SPP Products, PROVIDER shall comply with the following:

1. PROVIDER shall submit to HPI all data necessary for HPI to carry out its disclosure obligations to the State and SPP Members with respect to PIPs, as set forth and required under 42 CFR § 422.208. PROVIDER shall certify, in writing, the completeness, truthfulness and accuracy of all such data. PROVIDER shall cooperate with HPI when it addresses any inquiries from the State regarding the accuracy of

data submitted. PROVIDER shall also ensure that subcontractors meet the same requirements;

2. If the PROVIDER is at “substantial financial risk,” as defined in 42 CFR § 422.208, then PROVIDER shall obtain either aggregate or per-patient stop-loss protection, in the manner and in such amounts, as required under 42 CFR § 422.208; and
3. PROVIDER shall cooperate with HPI in connection with HPI’s obligations to conduct periodic surveys of current and former SPP Members in instances where PROVIDER is at “substantial financial risk.”

M. BUSINESS CONTINUITY PLAN.

1. If HPI contracts with PROVIDER for Priority Services, PROVIDER shall have in place a written Business Continuity Plan (“BCP”), which, among other things, identifies core people, functions, and skills and ensures the continuation of essential operations of HPI, including the production and delivery of Priority Services. Accordingly, the BCP, at a minimum, shall:
 - a. appoint and identify an Emergency Preparedness Response Coordinator (EPRC) who shall serve as the contact for HPI with regard to emergency preparedness and response issues and shall provide updates to HPI as the EPI unfolds. PROVIDER shall notify HPI immediately whenever there is a change in PROVIDER’s EPRC and must include the contact information of its new appointed EPRC;
 - b. outline the procedures used for the activation of the BCP upon the occurrence of an EPI;
 - c. ensure that PROVIDER operations continue to produce and deliver Priority Services under this Addendum. This includes, but is not limited to:
 - i. outline the roles, command structure, decision making process, and emergency action procedures that will be implemented upon the occurrence of an Emergency Performance Interruption;
 - ii. provide alternative operating plans for Priority Services;
 - ii. provide procedures to move SPP Members to Fee-for-Service if HPI or the State determines such movement is necessary to properly provide service to the SPP Members; and
 - iv. provide procedures to allow SPP Members to go to another clinic if PROVIDER’s primary case clinic is not functioning.
 - d. include procedures to reverse the process once the external environment permits PROVIDER to re-enter normal operations;
 - e. be reviewed and revised as needed, at least annually. The BCP shall also be exercised on a regular basis, typically annually; and

- f. upon written request, be available to HPI or the STATE during normal business hours for review and inspection at PROVIDER's location.
2. If PROVIDER uses a subcontractor to furnish Priority Services to SPP Members, PROVIDER shall ensure that all such subcontractors have a BCP in place that meets, at minimum, the requirements of Section M.1 above.

N. PROVIDER PREVENTABLE CONDITIONS.

PROVIDER acknowledges and agrees that PROVIDER shall not be entitled to compensation for provider-preventable conditions as defined in 42 CFR § 447.26; provided that no reduction in payment will be imposed for a provider preventable condition when the condition defined as provider preventable condition for a particular SPP Member existed prior to the initiation of treatment for that SPP Member by PROVIDER. PROVIDER shall identify provider preventable conditions that are associated with claims for payment under this SPP Addendum or courses of treatment furnished to SPP Members for which payment under this SPP Addendum would otherwise be available.

PAYMENT ADDENDUM

The Participating Provider Agreement (the “Agreement”) between HealthPartners, Inc. (“HPI”) and County of Aitkin (“PROVIDER”), dated January 1, 2016, shall be governed by the following reimbursement terms set forth in this Payment Addendum, including any Exhibit(s) and Attachment(s) attached hereto (collectively, “Payment Addendum”).

A. Scope.

This Payment Addendum sets forth the reimbursement terms for Covered Services provided to Members subject to the Agreement.

B. Term.

This Payment Addendum shall be effective as of January 1, 2016. Notwithstanding the foregoing, nothing in this Payment Addendum shall alter in any way the term of the Agreement or the parties’ rights to terminate the Agreement as provided therein. Any termination of the Agreement shall result in automatic termination of this Payment Addendum.

C. Governing Documents; Definitions.

In the event of a conflict between the Agreement and this Payment Addendum, this Payment Addendum shall control. Unless otherwise specifically defined herein, all capitalized terms in this Payment Addendum shall have the meanings ascribed to them in the Agreement. The following additional definitions apply to this Payment Addendum.

Section 1. “Medicare Member” means: an individual eligible and enrolled to receive Covered Services through (i) a Medicare Cost Product, as defined in the Medicare Cost Addendum, (ii) a Product entered into by HPI or a Related Organization for the purpose of issuing a Medicare supplemental policy or certificate, as set forth in Minnesota Statutes, Section 62A.31 *et. seq.*, and/or (iii) a Product entered into by HPI or a Related Organization for the purpose of issuing a Medicare select policy or certificate, as set forth in Minnesota Statutes, Section 62A.318.

Section 2. “State Public Programs Member” means an individual eligible and enrolled to receive Covered Services through a State Public Programs Product. “State Public Programs Product” means a Product entered into by the Minnesota Department of Human Services (or its agents) and HPI or a Related Organization pursuant to which HPI or a Related Organization pays for, provides and/or arranges for health care services and supplies to individuals eligible to participate in such governmental plans.

Section 3. “Commercial Member” means an individual eligible and enrolled to receive Covered Services through a product that is not a Medicare or State Public Programs Member.

Section 4. “Commercial Network Access Only” means any Covered Service provided to individuals enrolled in a commercial Product offered by an employer that contracts with a third party administrator (“TPA”) that has access to an Affiliate, as defined in Section 1.1(ii) and Section 1.1(iii) of the Agreement, but for which Affiliate does not administer plan functions, but provides network access only.

D. Reimbursement Terms.

Reimbursement for Covered Services rendered pursuant to the Agreement shall be governed by the following payment terms:

HPI shall pay PROVIDER the lower of PROVIDER’s billed charges or the rates set forth in the then-current applicable HPI fee schedule as defined below, which are incorporated into this Addendum by reference:

Member	Fee Schedule
Commercial	HPI Maximum Fee Schedule
Commercial Network Access Only	125% of the HPI Maximum Fee Schedule
Medicare	HPI Medicare Fee Schedule
State Public Programs	HPI Public Programs Fee Schedule

If a fee has not been established by HPI for a particular service or procedure, PROVIDER shall be paid seventy percent (70%) of its billed charges.

The code S9123 will be reimbursed at the rate established in HPI Public Programs Fee Schedule.

PUBLIC PROGRAMS CAR SEAT FEE SCHEDULE

Car Seat Education Reimbursement

S9445 Patient Education Individual \$80.00

S9446 Patient Education Group \$50.00

Car Seat Equipment Reimbursement

E0700 Safety Equipment – device or accessory \$75.00

All of the above codes must be billed with diagnosis code Z71.89 – Car Seat and Car Seat Education. In addition, providers are required to add “car seat” in the description next to S9445 and S9446.

Fee schedules and fee information, including the maximum fees payable for Covered Services, shall be as determined from time to time by HPI or an Affiliate. As new

Covered Services become available, HPI and PROVIDER shall negotiate payment rates to be included in the established HPI fee schedule. Upon request, HPI shall provide PROVIDER with a representative sample of applicable fee schedule information. HPI agrees annually to review its maximum fee schedule payment levels.

Section 1. Purchase Price. Purchase price for Covered Services shall include, but is not limited to, freight, postage, free delivery to Member's home or designated site, installation, set-up, Member education, Member follow-up, fitting and measurement, facility visit costs, manufacturer's warranties and loaner Covered Services should Covered Services need to be removed from the home or designated site.

E. Default from Billed Charges.

PROVIDER shall provide HPI with its fee schedule in effect as of the Effective Date of this Agreement. This fee schedule shall form the basis by which PROVIDER shall determine its billed charges to HPI and its Affiliates. PROVIDER shall provide HPI with written notice at least thirty (30) days prior to the effective date of any change to PROVIDER's billed charges for such services.

If written notice is not provided prior to implementation, any increases in billed charges will be reconciled to the appropriate default percentage.

F. MinnesotaCare Tax.

PROVIDER is subject to a tax on gross revenues in accordance with Minnesota Statutes 295.52, subd.1, as may hereafter be amended, substituted or supplemented ("MinnesotaCare"). MinnesotaCare allows PROVIDER to transfer the additional expense generated by MinnesotaCare taxation ("MinnesotaCare Tax") to third-party purchasers, such as HPI. The parties agree as follows:

- Section 1.** HPI will reimburse PROVIDER for MinnesotaCare Tax as defined in Minnesota Statute 295.52, subdivision 1.
- Section 2.** In the event PROVIDER is paid billed charges or on a discount from billed charges basis, HPI shall pay such billed charges or the agreed-upon discount percentage of PROVIDER's billed charges, as applicable, and the MinnesotaCare Tax shall be deemed to be included.
- Section 3.** Notwithstanding any term in this Section F that may be construed to be to the contrary, the PROVIDER shall be ultimately liable for the payment of any MinnesotaCare Taxes owed by the PROVIDER to the State of Minnesota.

G. Previous Terms.

This Payment Addendum supersedes any agreement previously entered into between HPI and PROVIDER relating to the terms addressed in the Payment Addendum and no prior representations or agreements between the parties relating to the terms addressed in the Payment Addendum, whether oral or written, have any force or effect.

HEALTHPARTNERS, INC.

COUNTY OF AITKIN

By: _____

By: _____

Name: Charles Abrahamson

Name: _____

Its: Vice President,
Network Management and Provider
Relations

Its: _____

Date: _____

Date: _____

Fed Tax

ID: 41-6005749

**SERVICES ADDENDUM
INTAKE AND ELIGIBILITY FOR
TARGETED CASE MANAGEMENT**

The Participating Provider Agreement (the “Agreement”) between HealthPartners, Inc. (“HPI”) and County of Aitkin (“PROVIDER”), dated January 1, 2016, shall be governed by the following reimbursement terms set forth in this Services Addendum, including any Exhibit(s) and Attachment(s) attached hereto (collectively, “Services Addendum”).

A. Scope.

This Services Addendum sets forth the terms for the provision of Intake and Eligibility for Targeted Case Management provided by PROVIDER to State Public Programs Members subject to the Agreement.

B. Term.

This Services Addendum shall be effective as of January 1, 2016. Notwithstanding the foregoing, nothing in this Services Addendum shall alter in any way the term of the Agreement or the parties’ rights to terminate the Agreement as provided therein. The termination of this Services Addendum shall not result in the termination of the Agreement. Any termination of the Agreement shall result in automatic termination of this Services Addendum.

C. Governing Documents; Definitions.

In the event of a conflict between the Agreement and this Services Addendum, this Services Addendum shall control. Unless otherwise specifically defined herein, all capitalized terms in this Services Addendum shall have the meanings ascribed to them in the Agreement. The following additional definitions apply to this Services Addendum.

Section 2. “State Public Programs Member” means an individual eligible and enrolled to receive Covered Services through a State Public Programs Product. **“State Public Programs Product”** means a Product entered into by the Minnesota Department of Human Services (or its agents) and HPI or a Related Organization pursuant to which HPI or a Related Organization pays for, provides and/or arranges for health care services and supplies to individuals eligible to participate in such governmental plans.

Section 3. “Intake and Eligibility” or “I&E” means the process the Provider goes through in order to determine if a State Public Programs Member meets the criteria to receive Targeted Case Management. This may include, but is not limited to, obtaining medical and mental health records, visiting a State Public Programs Member in the hospital, scheduling appointments with a State Public Program Member or the family, obtaining a functional assessment, and determining the level of care a State Public Program Member may need.

Section 4. “Targeted Case Management” or “TCM” means services for adults who have a Severe and Persistent Mental Illness (“SPMI”) and children/adolescents who are diagnosed with Severe Emotional Disturbance (“SED”). TCM consists of face-to-face contact between the Targeted Case Manager and the State Public Programs Member, at least monthly. Contacts may be supplemented by telephonic contact.

D. Members Eligible to Receive TCM.

To be eligible to receive TCM State Public Programs Members must meet the definitions specified in MN Stat. 245.4871, Subd. 5 and Subd. 6 (for children) or MN Stat. 245.462 subd. 3 (for adults).

E. I&E Coding and Documentation.

Section 1. Intake and Eligibility coding: Appropriate coding includes:

H0002 Behavioral health screening to determine eligibility for admission to Targeted Case Management.

Section 2. Intake and Eligibility documentation:

PROVIDER shall maintain documentation in members’ file that is consistent with state and federal guidelines. Documentation will be subject to the annual review specified in Section F of this Services Addendum.

F. Annual Review Process.

HPI and PROVIDER shall meet on an annual basis to review the Intake and Eligibility services provided by PROVIDER. This review will include but is not limited to:

1. Adequate documentation to support claims;
2. Performance of county referral partners; and
3. Compliance with state and federal regulations.

G. Reimbursement Terms.

HPI will reimburse PROVIDER for rendering Intake and Eligibility to eligible State Public Programs Members pursuant to terms specified in Attachment A, which is attached to this Services Addendum.

H. Previous Terms.

This Services Addendum supersedes any agreement previously entered into between HPI and PROVIDER relating to the terms addressed in the Services Addendum and no prior representations or agreements between the parties relating to the terms addressed in the

Services Addendum, whether oral or written, have any force or effect. All other terms and conditions of the Agreement not expressly modified by this Services Addendum shall remain unchanged and in effect.

I. Counterparts; Binding Addendum

This Services Addendum may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument.

Notwithstanding anything in this Services Addendum to the contrary, upon acceptance of payment by PROVIDER this Services Addendum shall be deemed (a) accepted by and binding on the parties hereto, (b) valid and (c) enforceable even though not fully signed.

HEALTHPARTNERS, INC.

COUNTY OF AITKIN

By: _____

By: _____

Name: Charles Abrahamson

Name: _____

Its: Vice President,
Network Management and Provider
Relations

Its: _____

Date: _____

Date: _____

Fed Tax

ID: 41-6005749

**ATTACHMENT A TO
SERVICES ADDENDUM
INTAKE AND ELIGIBILITY FOR
TARGETED CASE MANAGEMENT**

A. Reimbursement Rate.

Pursuant to state requirements HPI will reimburse PROVIDER for the following TCM services at the corresponding rate specified below as agreed upon by PROVIDER and host county.

CODE	RATE
H0002	\$450.00

B. MinnesotaCare Tax.

PROVIDER is subject to a tax on gross revenues in accordance with Minnesota Statutes 295.52, subd.1, as may hereafter be amended, substituted or supplemented ("MinnesotaCare"). MinnesotaCare allows PROVIDER to transfer the additional expense generated by MinnesotaCare taxation ("MinnesotaCare Tax") to third-party purchasers, such as HPI. The parties agree as follows:

Section 1. HPI will reimburse PROVIDER for MinnesotaCare Tax as defined in Minnesota Statute 295.52, subdivision 1.

Section 2. In the event PROVIDER is paid billed charges or on a discount from billed charges basis, HPI shall pay such billed charges or the agreed-upon discount percentage of PROVIDER's billed charges, as applicable, and the MinnesotaCare Tax shall be deemed to be included.

Section 3. Notwithstanding any term in this Section F that may be construed to be to the contrary, the PROVIDER shall be ultimately liable for the payment of any MinnesotaCare Taxes owed by the PROVIDER to the State of Minnesota.

PAYMENT ADDENDUM

The Participating Provider Agreement (the “Agreement”) between HealthPartners, Inc. (“HPI”) and County of Aitkin (“PROVIDER”), dated January 1, 2016, shall be governed by the following reimbursement terms set forth in this Payment Addendum, including any Exhibit(s) and Attachment(s) attached hereto (collectively, “Payment Addendum”).

A. Scope.

This Payment Addendum sets forth the reimbursement terms for Covered Services provided to Members subject to the Agreement.

B. Term.

This Payment Addendum shall be effective as of January 1, 2016. Notwithstanding the foregoing, nothing in this Payment Addendum shall alter in any way the term of the Agreement or the parties’ rights to terminate the Agreement as provided therein. Any termination of the Agreement shall result in automatic termination of this Payment Addendum.

C. Governing Documents; Definitions.

In the event of a conflict between the Agreement and this Payment Addendum, this Payment Addendum shall control. Unless otherwise specifically defined herein, all capitalized terms in this Payment Addendum shall have the meanings ascribed to them in the Agreement. The following additional definitions apply to this Payment Addendum.

Section 1. “Medicare Member” means: an individual eligible and enrolled to receive Covered Services through (i) a Medicare Cost Product, as defined in the Medicare Cost Addendum, (ii) a Product entered into by HPI or a Related Organization for the purpose of issuing a Medicare supplemental policy or certificate, as set forth in Minnesota Statutes, Section 62A.31 et. seq., and/or (iii) a Product entered into by HPI or a Related Organization for the purpose of issuing a Medicare select policy or certificate, as set forth in Minnesota Statutes, Section 62A.318.

Section 2. “State Public Programs Member” means an individual eligible and enrolled to receive Covered Services through a State Public Programs Product. “State Public Programs Product” means a Product entered into by the Minnesota Department of Human Services (or its agents) and HPI or a Related Organization pursuant to which HPI or a Related Organization pays for, provides and/or arranges for health care services and supplies to individuals eligible to participate in such governmental plans.

Section 3. “Commercial Member” means an individual eligible and enrolled to receive Covered Services through a product that is not a Medicare or State Public Programs Member.

Section 4. “Commercial Network Access Only” means any Covered Service provided to individuals enrolled in a commercial Product offered by an employer that contracts with a third party administrator (“TPA”) that has access to an Affiliate, as defined in Section 1.1(ii) and Section 1.1(iii) of the Agreement, but for which Affiliate does not administer plan functions, but provides network access only.

D. Reimbursement Terms.

Reimbursement for Covered Services rendered pursuant to the Agreement shall be governed by the following payment terms:

HPI shall pay PROVIDER the lower of PROVIDER’s billed charges or the rates set forth in the then-current applicable HPI fee schedule as defined below, which are incorporated into this Addendum by reference:

Member	Fee Schedule
Commercial	HPI Chemical Health Fee Schedule
Commercial Network Access Only	125% of the HPI Chemical Health Fee Schedule
Medicare	HPI Chemical Health Fee Schedule
State Public Programs	HPI Chemical Health Fee Schedule

If a fee has not been established by HPI for a particular service or procedure, PROVIDER shall be paid seventy percent (70%) of its billed charges.

Fee schedules and fee information, including the maximum fees payable for Covered Services, shall be as determined from time to time by HPI or an Affiliate. Upon request, HPI shall provide PROVIDER with a representative sample of applicable fee schedule information. HPI shall annually review its maximum fee schedule payment levels.

E. Default from Billed Charges.

PROVIDER shall provide HPI with its fee schedule in effect as of the Effective Date of this Agreement. This fee schedule shall form the basis by which PROVIDER shall determine its billed charges to HPI and its Affiliates. PROVIDER shall provide HPI with written notice at least thirty (30) days prior to the effective date of any change to PROVIDER’s billed charges for such services.

If written notice is not provided prior to implementation, any increases in billed charges will be reconciled to the appropriate default percentage.

F. MinnesotaCare Tax.

PROVIDER is subject to a tax on gross revenues in accordance with Minnesota Statutes 295.52, subd.1, as may hereafter be amended, substituted or supplemented ("MinnesotaCare"). MinnesotaCare allows PROVIDER to transfer the additional expense generated by MinnesotaCare taxation ("MinnesotaCare Tax") to third-party purchasers, such as HPI. The parties agree as follows:

Section 1. HPI will reimburse PROVIDER for MinnesotaCare Tax as defined in Minnesota Statute 295.52, subdivision 1.

Section 2. In the event PROVIDER is paid billed charges or on a discount from billed charges basis, HPI shall pay such billed charges or the agreed-upon discount percentage of PROVIDER's billed charges, as applicable, and the MinnesotaCare Tax shall be deemed to be included.

Section 3. Notwithstanding any term in this Section F that may be construed to be to the contrary, the PROVIDER shall be ultimately liable for the payment of any MinnesotaCare Taxes owed by the PROVIDER to the State of Minnesota.

G. Previous Terms.

This Payment Addendum supersedes any agreement previously entered into between HPI and PROVIDER relating to the terms addressed in the Payment Addendum and no prior representations or agreements between the parties relating to the terms addressed in the Payment Addendum, whether oral or written, have any force or effect.

HEALTHPARTNERS, INC.

County of Aitkin

By: _____

By: _____

Name: _____

Name: _____

Its: Vice President,

Its: _____

Network Management and Provider Relations

Date: _____

Date: _____

Fed Tax

ID: 41-6005749

**SERVICES ADDENDUM
TARGETED CASE MANAGEMENT**

The Participating Provider Agreement (the "Agreement") between HealthPartners, Inc. ("HPI") and County of Aitkin ("PROVIDER"), dated January 1, 2016, shall be governed by the following reimbursement terms set forth in this Services Addendum, including any Exhibit(s) and Attachment(s) attached hereto (collectively, "Services Addendum").

A. Scope.

This Services Addendum sets forth the terms for the provision of Targeted Case Management provided by PROVIDER to State Public Programs Members subject to the Agreement.

B. Term.

This Services Addendum shall be effective as of January 1, 2016. Notwithstanding the foregoing, nothing in this Services Addendum shall alter in any way the term of the Agreement or the parties' rights to terminate the Agreement as provided therein. The termination of this Services Addendum shall not result in the termination of the Agreement. Any termination of the Agreement shall result in automatic termination of this Services Addendum.

C. Governing Documents; Definitions.

In the event of a conflict between the Agreement and this Services Addendum, this Services Addendum shall control. Unless otherwise specifically defined herein, all capitalized terms in this Services Addendum shall have the meanings ascribed to them in the Agreement. The following additional definitions apply to this Services Addendum.

Section 1. "State Public Programs Member" means an individual eligible and enrolled to receive Covered Services through a State Public Programs Product. **"State Public Programs Product"** means a Product entered into by the Minnesota Department of Human Services (or its agents) and HPI or a Related Organization pursuant to which HPI or a Related Organization pays for, provides and/or arranges for health care services and supplies to individuals eligible to participate in such governmental plans.

Section 2. "Targeted Case Management" or "TCM" means services for adults who have a Severe and Persistent Mental Illness ("SPMI") and children/adolescents who are diagnosed with Severe Emotional Disturbance ("SED"). TCM consists of face-to-face contact between the Targeted Case Manager and the State Public Programs Member, at least monthly. Contacts may be supplemented by telephonic contact. TCM consists of the following four core services:

1. Assessment of an eligible individual to determine service needs

2. Development of a specific care plan based on the information collected through the assessment.
3. Referral and related activities to help an individual obtain needed services.
4. Monitoring and follow up activities to ensure that the care is effectively implemented and adequately addresses the needs of the individual. Monitoring and follow up activities may be with the individual, family members, providers or other entities.

Services excluded from TCM include but may not be limited to the following:

1. Direct delivery of an underlying medical, educational, social, or other service to which an eligible individual has been referred, for example, helping an individual move to new housing.
2. Activities integral to the administration of foster care programs
3. Activities for which third parties are liable to pay
4. Skills training and rehabilitation services
5. Therapy
6. Adult Rehabilitative Mental Health Services
7. Child Therapeutic Support Services
8. Diagnostic assessment
9. Medication management or administration
10. Transportation services
11. Legal services
12. Community support services
13. Determination of eligibility

D. Providers Eligible to Render TCM.

The following providers are eligible to render TCM:

1. Case management supervisors
2. Case manager associates (CMAs)
3. Case managers
4. Immigrant case manager

Qualifications of above providers shall be consistent with the qualifications required by the Minnesota Department of Human Services (“DHS”). All providers who render TCM are subject to the same continuing education requirements as specified by DHS.

E. Members Eligible to Receive TCM.

To be eligible to receive TCM State Public Programs Members must meet the definitions specified in MN Stat. 245.4871, Subd. 5 and Subd. 6 (for children) or MN Stat. 245.462 subd. 3 (for adults).

F. Annual Review Process

HPI and PROVIDER will meet on an annual basis to review the Targeted Case Management services provided by PROVIDER. This review will include but is not limited to:

1. Case load size requirements as defined by state and federal regulations;
2. Adequate documentation to support claims;
3. Performance of county referral partners; and
4. Compliance with state and federal regulations

G. Collaboration with HPI.

PROVIDER shall collaborate with HPI regarding the TCM implementation process. PROVIDER and HPI agree to work together to put processes into place to address the needs of the member and keep administration of the TCM benefit as streamlined as possible. This collaboration includes defining reporting requirements, standardization of forms and documentation requirements.

H. Coding and Documentation.

Section 1. TCM coding: Appropriate coding for TCM includes:

T2023 HA targeted case management per month under 18 years
T2023 HE targeted case management per month 18 years and older
T2023 HE U4, telephonic contact 18 years or older

Section 2. TCM documentation:

PROVIDER agrees to maintain documentation in members' file that is consistent with state and federal guidelines. Documentation will be subject to the annual review specified in Section F of this Services Addendum.

I. Government Audit Process.

If as a result of a government audit, including but not limited to a CMS audit, payment for TCM services are disallowed and HPI is required to return funds, PROVIDER shall reimburse HPI for all such funds paid by HPI to PROVIDER for such disallowed services.

For purposes of this Section funds would only be paid to HPI if HPI's obligation to return the funds is a result of PROVIDER's failure to meet the TCM requirements specified in this Services Addendum.

J. Reimbursement Terms.

HPI will reimburse PROVIDER for rendering TCM to eligible State Public Programs Members pursuant to terms specified in Attachment A, which is attached to this Services Addendum.

K. Previous Terms.

This Services Addendum supersedes any agreement previously entered into between HPI and PROVIDER relating to the terms addressed in the Services Addendum and no prior representations or agreements between the parties relating to the terms addressed in the Services Addendum, whether oral or written, have any force or effect.

HEALTHPARTNERS, INC.

COUNTY OF AITKIN

By: _____

By: _____

Name: Charles Abrahamson

Name: _____

Its: Vice President,
Network Management and Provider
Relations

Its: _____

Date: _____

Date: _____

Fed Tax

ID: 41-6005749

**ATTACHMENT A TO
SERVICES ADDENDUM
TARGETED CASE MANAGEMENT**

A. Reimbursement Rate.

Pursuant to state requirements HPI will reimburse PROVIDER for the following TCM services at the corresponding rate specified below as agreed upon by PROVIDER and host county.

CODE	RATE
T2023 HA-Child	\$996.00
T2023 HE-Adult	\$371.00
T2023 U4 HE-Adult Telephonic	\$371.00

On an annual basis PROVIDER will notify HPI in writing of the rates agreed upon by PROVIDER and host county for the TCM services corresponding to each of the codes specified above. HPI will implement the new rates within 30 days of receipt of the written notice.

B. MinnesotaCare Tax.

PROVIDER is subject to a tax on gross revenues in accordance with Minnesota Statutes 295.52, subd.1, as may hereafter be amended, substituted or supplemented ("MinnesotaCare"). MinnesotaCare allows PROVIDER to transfer the additional expense generated by MinnesotaCare taxation ("MinnesotaCare Tax") to third-party purchasers, such as HPI. The parties agree as follows:

- Section 1.** HPI will reimburse PROVIDER for MinnesotaCare Tax as defined in Minnesota Statute 295.52, subdivision 1.
- Section 2.** In the event PROVIDER is paid billed charges or on a discount from billed charges basis, HPI shall pay such billed charges or the agreed-upon discount percentage of PROVIDER's billed charges, as applicable, and the MinnesotaCare Tax shall be deemed to be included.
- Section 3.** Notwithstanding any term in this Section F that may be construed to be to the contrary, the PROVIDER shall be ultimately liable for the payment of any MinnesotaCare Taxes owed by the PROVIDER to the State of Minnesota.

PAYMENT ADDENDUM

Compensation for Home Care Services

The Participating Provider Agreement (the “Agreement”) between HealthPartners, Inc. (“HPI”) and County of Aitkin (“PROVIDER”), dated January 1, 2016, shall be governed by the following reimbursement terms set forth in this Payment Addendum, including any Exhibit(s) and Attachment(s) attached hereto (collectively, “Payment Addendum”).

- A. **Scope.** This Payment Addendum sets forth the reimbursement terms for Covered Services provided to Members subject to the Agreement.
- B. **Term.** This Payment Addendum shall be effective as of January 1, 2016. Notwithstanding the foregoing, nothing in this Payment Addendum shall alter in any way the term of the Agreement or the parties’ rights to terminate the Agreement as provided therein. Any termination of the Agreement shall result in automatic termination of this Payment Addendum.
- C. **Governing Documents; Definitions.** In the event of a conflict between the Agreement and this Payment Addendum, this Payment Addendum shall control. Unless otherwise specifically defined herein, all capitalized terms in this Payment Addendum shall have the meanings ascribed to them in the Agreement. The following additional definitions apply to this Payment Addendum.

Section 1. “Commercial Member” includes:

- 1.1 **“Assigned Member”**: means an individual eligible and enrolled to receive Covered Services through a Product that (i) requires the individual to be assigned to a primary care clinic, and (ii) for certain services rendered outside of the care system, as defined by the HPI Administrative Program, requires that the individual have a recommendation for services to access health care services from PROVIDER.
- 1.2 **“Self Accessing Member”**: means an individual eligible and enrolled to receive Covered Services through a Product that does not require the individual to have a recommendation for services to access health care services from PROVIDER.

Section 2. “Medicare Member” means: an individual eligible and enrolled to receive Covered Services through (i) a Medicare Cost Product, as defined in the Medicare Cost Addendum, (ii) a Product entered into by HPI or a Related Organization for the purpose of issuing a Medicare supplemental policy or certificate, as set forth in Minnesota Statutes, Section 62A.31 *et. seq.*, and/or (iii) a Product entered into by HPI or a Related Organization for the purpose of issuing a Medicare select policy or certificate, as set forth in Minnesota Statutes, Section 62A.318.

Section 3. “State Public Programs Member” means an individual eligible and enrolled to receive Covered Services through a State Public Programs Product. “State Public Programs Product” means a Product entered into by the Minnesota Department of Human Services (or its agents) and HPI or a Related Organization pursuant to which HPI or a Related Organization pays for, provides and/or arranges for health care services and supplies to individuals eligible to participate in such governmental plans.

Section 4. “Commercial Network Access Only” means any Covered Service provided to individuals enrolled in a commercial Product offered by an employer that contracts with a third party administrator (“TPA”) that has access to an Affiliate, as defined in Section 1.1(ii) and Section 1.1(iii) of the Agreement, but for which Affiliate does not administer plan functions, but provides network access only.

- D. **Reimbursement Terms.** Reimbursement for Covered Services rendered pursuant to the Agreement shall be governed by the following payment terms:

HPI shall pay PROVIDER the lower of PROVIDER’s billed charges or the rates set forth in the then-current applicable HPI fee schedule as defined below, which are incorporated into this Addendum by reference:

Member	Fee Schedule
Commercial	HPI Maximum Fee Schedule
Commercial Network Access Only	125% of the HPI Maximum Fee Schedule
Medicare	HPI Maximum Fee Schedule
State Public Programs	HPI Public Programs Fee Schedule

HPI will not reimburse PROVIDER for any therapies, products, or services not listed in the HPI Maximum Fee Schedule.

It is understood and agreed that said Fee Schedule sets forth the full amounts PROVIDER may claim for payment of Covered Services provided hereunder. Miscellaneous fees or charges which are incidental to, or not directly related to PROVIDER’s provision of Covered Services, including but not limited to, pick-up and delivery services, supervisory or case management services, internal transfer charges, and charges directly related to academic teaching, research or experimentation, shall not qualify for reimbursement under this Agreement. PROVIDER will coordinate laboratory services, including drawing and delivery of required samples to a PROVIDER as designated by HPI and communication of the results to the Member’s Physician who recommends PROVIDER’s services; provided, however, that this provision will not require nor be construed to require PROVIDER to bear financial responsibility for the cost of such laboratory services.

Fee schedules and fee information, including the maximum fees payable for Covered Services, shall be as determined from time to time by HPI or an Affiliate. Upon request, HPI shall provide PROVIDER with a representative sample of applicable fee schedule information. HPI shall annually review its maximum fee schedule payment levels.

E. **MinnesotaCare Tax.** PROVIDER is subject to a tax on gross revenues in accordance with Minnesota Statutes 295.52, subd.1, as may hereafter be amended, substituted or supplemented ("MinnesotaCare"). MinnesotaCare allows PROVIDER to transfer the additional expense generated by MinnesotaCare taxation ("MinnesotaCare Tax") to third-party purchasers, such as HPI. The parties agree as follows:

Section 1. In the event PROVIDER is paid on a HPI fee schedule, HPI shall add a percentage equal to the then-current MinnesotaCare Tax to the applicable HPI fee schedule rate.

Section 2. In the event PROVIDER is paid billed charges or on a discount from billed charges basis, HPI shall pay such billed charges or the agreed-upon discount percentage of PROVIDER's billed charges, as applicable, and the MinnesotaCare Tax shall be deemed to be included.

Section 3. Notwithstanding any term in this Section E. that may be construed to be to the contrary, the PROVIDER shall be ultimately liable for the payment of any MinnesotaCare Taxes owed by the PROVIDER to the State of Minnesota.

F. **General Responsibilities of PROVIDER and Special Services.**

1. PROVIDER warrants that it is, and during the course of this Agreement will continue to be, operating as a duly qualified home health agency certified pursuant to U.S.C., Title 42, Section 186(o) and appropriately licensed by the state wherein services are being provided. PROVIDER agrees to meet the Medicare and/or state licensing qualifications.
2. PROVIDER agrees to educate and provide required training to Members upon initiation of Covered Services. All such member education will be conducted by appropriate professional staff. Upon request, PROVIDER shall submit documentation of the completion of such training to HPI including an acknowledgment from the Member and the Practitioner that adequate information and training has been provided.
3. PROVIDER agrees to have the services of professional staff available on a twenty-four (24) hour on-call emergency basis to respond to requests for assistance by Members receiving Covered Services and requests for services that must be handled outside the routine hours of business.

G. **Previous Terms.** This Payment Addendum supersedes any agreement previously entered into between HPI and PROVIDER relating to the terms addressed in the Payment Addendum and no prior representations or agreements between the parties relating to the terms addressed in the Payment Addendum, whether oral or written, have any force or effect.

HEALTHPARTNERS, INC.

COUNTY OF AITKIN

By: _____

By: _____

Name: Charles Abrahamson

Name: _____

Its: Vice President,
Network Management and Provider
Relations

Its: _____

Date: _____

Date: _____

Fed Tax

ID: 41-6005749

2016 Family Planning Contract

This agreement is made and entered into on January 1, 2016, 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 19.

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	2016 PRICES
Pelvic + Physical Exam-New Patient	99384	210.00
	99385	284.00
Pelvic + Physical Exam-Est. Patient	99394	203.00
	99395	235.00
Office Visit	99201	109.00
	99202	135.00
	99203	188.00
	99204	290.00
	99211	62.00
	99212	88.00
	99213	128.00
	99214	187.00
	99215	250.00
Depo Povera Serum	90782(J1050)	50.00
Administer Injection (Depo)	96372	14.00
Nexplanon	J7307	631.00
Insert	11981	299.00
Removal	11982	338.00
PROCEDURE/HOSPITAL BILLING		
Pregnancy Test	81025	56.00
PAP	88142	97.00
Chlamydia & GC	87491	220.50
	87591	220.50
RPR Syphilis serology	86592	49.50

****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, 2016 and continue through December 31, 2016 with an interagency evaluation of the services on or before May 31, 2016. 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

M. E. Heggen, M.D., C.M.O.

Senior Physician, Riverwood HealthCare Center

12/14/15

Date

M. E. Heggen, M.D., C.M.O.

Printed Name of Senior Physician, Riverwood HealthCare Center

Approved as to form and execution:

Aitkin County Attorney

Date

ATTACHMENT A

IV-D CHILD SUPPORT COOPERATIVE ARRANGEMENT
WITH

AITKIN COUNTY OFFICES OF HUMAN SERVICES,
COUNTY SHERIFF AND COUNTY ATTORNEY

The AITKIN County Offices of Human Services (hereinafter "COUNTY"), County Attorney (hereinafter, "County Attorney"), and County Sheriff (hereinafter "County Sheriff") hereby enter into the following Cooperative Arrangement.

RECITALS

Whereas, the County IV-D Agency (COUNTY), through the Cooperative Agreement with the Minnesota Department of Human Services and Minnesota Statutes, section 393.07, subdivision 3 is responsible for local operation of child support services; and

Whereas, the COUNTY is also empowered to enter into Cooperative Arrangements with the County Sheriff and County Attorney pursuant to Minnesota Statutes, Chapter 388 and sections 393.11; and 471.59; and

Whereas, the County Attorney is willing and able to provide legal services necessary to the operation of the child support enforcement program under Title IV-D of the Social Security Act, 42 United States Code, sections 651 through 699Bb; and

Whereas, the County Sheriff is willing and able to perform activities necessary to the operation of the child support enforcement program under Title IV-D of the Social Security Act; and

Whereas, the above-referenced entities wish to enter into this Cooperative Arrangement to set forth their respective responsibilities in providing services necessary to the local operation of the child support enforcement program under Title IV-D of the Social Security Act; and

Whereas, Title IV-D of the Social Security Act, Public Law 93-647, as amended, and 45 Code of Federal Regulations, section 303.107 require a Cooperative Arrangement between the COUNTY and the other county entities that are a party to this Cooperative Arrangement, namely the County Attorney and the County Sheriff, in order to compensate said county entities with respect to reimbursement for costs incurred in providing services necessary to operate the child support enforcement system under Title IV-D of the Social Security Act;

NOW, THEREFORE, BE IT RESOLVED that the parties hereby agree as follows:

I. GENERAL TERMS

- A. Duration of Arrangement: It is agreed that this Cooperative Arrangement will commence on **January 1, 2016**, and will expire on **December 31, 2017**. The Cooperative Arrangement may be terminated earlier upon 60 days written notice to all other parties. This Cooperative Arrangement shall be renewed upon written agreement of all parties.

- B. Effective date for payment of federal funds. The effective date of this Cooperative Arrangement for the payment of federal funds is the first date of the quarter in which the COUNTY, County Attorney, and County Sheriff obtain all required signatures.
- C. Purpose: The purpose of the child support program is to establish paternity and secure financial support for minor children who are living apart from one or both parents as more fully set forth in Title IV-D of the Social Security Act. In order to meet this purpose, this Cooperative Arrangement establishes procedures for the provision of services to the child support program by the County Attorney, and the County Sheriff.
- D. Parties: Parties" means the COUNTY and the Cooperating Agencies.
- E. Duties: The specific duties of each party are set forth more fully below. This Cooperative Arrangement also provides for reimbursing administrative costs in accordance with federal regulations and state policy .
- F. Amendments: Any amendment to this Cooperative Arrangement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Cooperative Arrangement, or their successors in office. Any amendment of this Cooperative Arrangement must be sent to the Director of the Child Support Division at the Minnesota Department of Human Services.
- G. Records: The parties will maintain all records, including financial records, related to all services provided under this Cooperative Arrangement for the longer of five (5) years or as otherwise provided by law. Record maintenance will be in accordance with all federal, state, and local reporting and safeguarding requirements. Records related to services provided under this Cooperative Arrangement will be made available and subject to state and federal review and audit.
- Pursuant to 45 Code of Federal Regulations, section 303.2 (c) staff with PRISM update access shall appropriately document case activity. For staff that do not have PRISM update access, the responsible party shall ensure that IV-D case activity is recorded by the appropriate staff. Said documentation shall include the date of action, a description of services rendered, and the result of the action.
- All IV-D related contacts, actions and other appropriate IV-D case activity must be recorded as case events in PRISM by the COUNTY.
- Case records that are held or maintained by the COUNTY must be maintained pursuant to the requirements under 45 CFR 303.2(c) and referenced by a note in PRISM. The note must identify the nature of the records and the specific location of the records.
- H. Applicable Laws and Policies: All parties will comply with Title IV-D of the Social Security Act and all applicable federal laws, regulations, action transmittals, and other directives, instructions, and requirements of the United States Department of Health and Human Services, Office of Child Support Enforcement, including but

not limited to, applicable federal and state information privacy laws. All parties will comply with other applicable state statutes governing the child support program; state child support procedures; and applicable Minnesota statutes.

1. Policy Dispute

The County Attorney may seek review of STATE policies through this section or through section 3.1.1 of the Cooperative Agreement.

a. CARC Review

The County Attorney shall be entitled to an administrative review of the State's interpretation of the above policies and procedures if the CARC agrees that the difference in interpretation has a state-wide impact to multiple cases and the CARC agrees on a recommended resolution of the dispute.

b. Procedure

The County Attorney shall bring its disagreement with the State's interpretation to the CARC. The CARC shall decide whether to submit the dispute to the CSD director. If a dispute is submitted to the state, it must clearly contain the following information in writing: The disputed policy, exactly what part of the policy is disputed, the legal and/or policy reasons for the difference in interpretation, and a proposed solution to the differences in interpretation. The CSD director and the CARC shall attempt to resolve the disagreement in an informal manner.

If the CARC and the CSD director are unable to reach an informal resolution of the policy dispute, the CARC may request the CSD director to issue a written decision. The CSD director shall issue a written decision as soon as practicable. If the CARC disagrees with the written decision, the CARC may seek mediation of the policy dispute through the Minnesota Office of Administrative Hearings (OAH). The County Attorney's office initiating the policy dispute shall be responsible for the payment of mediation fees.

The decision of OAH is binding upon the COUNTY and the STATE unless an appeal is filed with the district court within 30 calendar days of OAH decision.

Monitoring and Corrective Action:

The COUNTY's performance, as set forth in this Cooperative Arrangement, may be monitored by the STATE as needed to ensure effective implementation of its terms and to identify problems that affect the delivery of services covered by the Cooperative Arrangement. The State may direct the COUNTY to develop corrective action plans as necessary to avoid fiscal sanctions which may result if the COUNTY does not meet its obligation under this Cooperative Arrangement. The COUNTY must notify the STATE of conditions that have caused or may hinder its ability to meet its obligations under this Cooperative Arrangement. The COUNTY will develop corrective action plans and comply with them. The Cooperating Agencies agree to comply with any state or federally approved corrective action plans.

- J. FFP Reimbursement for Child Support Activities:
The COUNTY agrees to comply with the provisions of 45 Code of Federal Regulations, section 304.21, federal financial participation, in the costs of Cooperative Arrangements, as a condition for federal financial participation (FFP). The COUNTY may be reimbursed for administrative expenses incurred as a result of the activities performed under this Cooperative Arrangement. Said reimbursement shall not exceed the percentage set by federal regulations or state statutes, and it may change during a given calendar year.

The STATE will send written notification to the COUNTY as soon as the STATE is officially notified of a proposed change in the reimbursement rate for administrative expenses, and the county shall notify Cooperating Agencies as soon as they are aware of any changes.

- K. COUNTY's Duties, Functions, and Responsibilities:
The COUNTY is responsible for administering the program to establish paternity, establish and enforce child support, medical support, and child care support orders, and to enforce spousal support orders pursuant to state and federal law.

The COUNTY will seek reimbursement for the allowable costs incurred under the terms of this Cooperative Arrangement by appropriately reporting those costs to the STATE.

II. Information Privacy

The requirements contained in *Information Privacy and Security Agreement (IPSA)* that has been separately executed by COUNTY and the Minnesota Department of Human Services (DHS), and any successor agreement thereto, are hereby incorporate into this Cooperative Arrangement. The IPSA, together with the provisions below, govern the parties access, use, and disclosure of protected information (as defined in the IPSA) administration of the parties' administration of relating to the Title IV-D of the Social Security Act.

- A. Confidentiality. The information exchanged under this Cooperative Arrangement shall not be disclosed to individuals or agencies other than as provided in 45 Code of Federal Regulations, section 202.50, 45 Code of Federal Regulations, section 303.21, and as provided by the laws of the State of Minnesota. Information exchanged under this Cooperative Arrangement will only be used to promote or support the administration of programs authorized to share information under Title IV-D of the Social Security Act.
- B. Data Privacy. For purposes of executing its responsibilities and to the extent set forth in this Cooperative Arrangement, all of the parties to this Cooperative Arrangement shall be part of the "welfare system," as defined in Minnesota Statutes, section 13.46, subdivision 1. To the extent permissible by law, each party's employees and agents will have access to private or confidential data maintained by the other parties to the extent necessary to carry out COUNTY's responsibilities under this Cooperative Arrangement.
- C. Duty to ensure proper handling of protected information: The COUNTY shall be responsible for training its employees (including employees of the County Human

Services Agency, County Attorney's Office, and Sheriff's Department) who are authorized to access and use protected information collected under the terms and for the purposes specified in this Cooperative Arrangement. This responsibility includes ensuring that staff are properly trained and comply with the following:

1. The Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes Chapter 13, in particular, section 13.46 (welfare data);
2. Security and Confidentiality of Department of Public Safety Driver and Vehicle Service (DVS) data;
3. Internal Revenue Service (IRS) procedures and safeguards for the confidentiality and security of IRS sourced data under 26 United States Code, sections 6103 and 7213, and the penalties for misuse of IRS sourced data, under 26 United States Code, sections 7213 and 7431, and 26 Code of Federal Regulations, section 301.6103(n)-1,
4. Federal Parent Locator Service and Child Support Program information privacy and safeguards, including information derived from the National Directory of New Hires, the Debtor File, and the Federal Case Registry, and the Federal Privacy Act; and
5. Any other applicable state and federal statutes, rules, regulations, and agreements affecting the collection, storage, use and dissemination of private or confidential information.

D. Minimum necessary access to protected information: The parties shall comply with the "minimum necessary" access and disclosure standards set forth in the MGDPA. The accessing, use, and disclosure of protected information is 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." Minnesota Statutes, §13.05, subd. 3.

E. Each party shall:

1. Maintain appropriate safeguards to prevent inappropriate access, use, or disclosure of protected information by its employees other than as provided for by this Cooperative Arrangement or as otherwise required by law;
2. Immediately report any inappropriate access, use, disclosure, or unauthorized access to protected information not authorized by this Cooperative Arrangement of which it becomes aware;
3. Ensure that any agents (including subcontractors), analysts, and others to whom it provides private or confidential data, agree to be bound by the same restrictions, conditions, and training that apply to it with respect to such information;
4. At termination of this Cooperative Arrangement, extend the protections of this Cooperative Arrangement to protected information collected during the course of this Cooperative Arrangement.

F. Family Violence Indicator

Pursuant to Minnesota Statutes, section 257.70 and federal law, the COUNTY and the parties to this Cooperative Arrangement may not release information about the whereabouts of a person, if it has knowledge that a protective order with respect to the other party has been entered, or if the COUNTY has reason to believe that releasing the information might result in physical or emotional harm to the person about whom the information is sought. Child support workers are required to safeguard the privacy of said individuals by entering a safety concern indicator in PRISM.

Protected information, which includes information stored in or accessed from the PRISM system, includes information about all case participants, including persons with privacy protection. The COUNTY and the parties to this Cooperative Arrangement will explain the sensitive nature of the safety concern indicator to all personnel with access to case information and will comply with safeguards to protect the privacy of all parties, including individuals protected with a privacy protection indicator.

Information about protected individuals may not be published, used, transmitted, or otherwise shared, without first removing all information about location, employment or other information identifying the whereabouts of the protected individual.

G. Maintaining the Security of Protected Information Stored in or Accessed from the PRISM System

Protected information shall be stored in a place physically secure from access by unauthorized persons in conformance with the Department of Human Services (DHS), Child Support Division manuals and instructions regarding computer security. The manual is found in the CSD User Documentation, and County Security Officers and local agencies can access the manual on DHS-SIR at <https://www.dhssir.cty.dhs.state.mn.us/PRISM>.

The COUNTY and the parties to this Cooperative Arrangement shall require that all personnel with access to protected information will adhere to the policies and procedures of CSD and state statutes regarding confidentiality and computer access that are referenced in the CSD User Documentation. The CSD Division Director or designee may review each staff person's access to protected information to ensure that the level of access is consistent with their job duties.

H. Hold Harmless for data practices violations. The Parties are responsible for their own acts or omissions while performing the services described in this Cooperative Agreement.

III. PROVISION OF LEGAL SERVICES

A. Duties of the COUNTY: The COUNTY shall:

1. Refer appropriate cases to the County Attorney as provided for in federal

regulations and state law and policy.

2. Supply the County Attorney with appropriate information as provided for and defined in the federal regulations, the IV-D Program, the State Plan for Support Collection and Establishment of Paternity under Title IV-D of the Social Security Act, and state policy in accordance with the Minnesota Department of Human Services Child Support Division Program Manual (DHS eMILO and SIR MILO) and other program instructions DHS may release from time to time.
3. Assist the County Attorney and the Courts in carrying out programs for establishing paternity and securing support for children from legally liable persons.
4. Notify the County Attorney about failures to comply with court-ordered child support and maintenance whenever legal action appears necessary.
5. Consult with the County Attorney about any issues of law that may arise should the COUNTY need legal advice or counsel.
6. Assist in the service of process when the opportunity occurs to serve process before referral to the County Sheriff or other contracted process server.
7. Reimburse the County Attorney for providing services as specified in this Arrangement to the extent these services are federally required activities and services as provided in federal regulation and the IV-D Program.
8. Take any actions necessary to assist the County Attorney in meeting the federally mandated performance standards as set forth below.

B. Duties of the County Attorney. The County Attorney shall:

1. Take appropriate legal action, including making court appearances, to carry out the IV-D Program. The County Attorney agrees that the functions performed and services provided shall be performed in accordance with Title IV-D of the Social Security Act and all applicable federal laws, regulations, action transmittals, and other directives, instructions, and requirements of the United States Department of Health and Human Services, Office of Child Support Enforcement, including but not limited to, applicable federal and state information privacy laws. All parties will comply with other applicable state statutes governing the child support program; state child support procedures; and applicable Minnesota statutes. The County Attorney agrees that disagreements over policy and procedure shall be handled through the CARC via section I, paragraph H of this arrangement or through the procedures in sections 3.1.1 of the Cooperative Agreement between the STATE and the COUNTY.
2. Review evidence and determine the adequacy of the evidence for court action.

3. Act on behalf of another COUNTY or Tribal IV-D Program or County Human Services Department upon their mutual agreement or as provided by state law or policy.
4. Counsel and advise the COUNTY with regard to issues of law and procedure and act as legal advisor for the COUNTY pursuant to Minnesota Statutes, Chapter 388. The County Attorney will refrain from acting as counsel for or providing legal advice to applicants or recipients of IV-D services.
5. Inform the COUNTY of statutory and case law changes that may affect the COUNTY in any of its child support enforcement functions.
6. With the COUNTY, notify the CSD Division Director within 7 calendar days of any IV-D case that is appealed to the Minnesota Court of Appeals, the Minnesota Supreme Court, or federal court by either one of the parties or the COUNTY. The STATE will review the appeal and consult with the COUNTY Attorney and the Office of the Attorney General as necessary.
7. In coordination with the COUNTY, report to the CSD Division Director within 7 calendar days of becoming aware of any child support judgments that call into question the constitutionality or enforceability of child support statutes or program instructions.
8. Retain records and make reports to the COUNTY, DHS, the court and law enforcement agencies as required by federal regulations and state policies for the effective and efficient administration of the IV-D Program.
9. Fully cooperate with the COUNTY and DHS with respect to the monitoring and evaluating activities pertaining to this Cooperative Arrangement.
10. Dedicate the necessary staff and equipment necessary to meet the performance standards set forth below.
11. Determine whether handling any particular case would constitute a conflict of interest or otherwise be professionally improper. If so, the County Attorney may select another attorney to handle the case at the same compensation rate as provided in this Cooperative Arrangement. The County Attorney shall require and ensure that the other attorney complies with the terms and conditions of this agreement.
12. Sign off, along with the COUNTY, on any corrective action plans developed as a result of deficiencies noted during a county review.
13. Prepare pleadings, including summons, petitions, orders to show cause, motions, and other necessary legal documents. Utilize relevant PRISM documents as consistent with eFiling and eService requirements. Draft interim orders. Prepare court orders, temporary orders, and judgments as necessary.
14. Cooperate with county, tribal, and state-operated economic support

agencies, and all other agencies managing or operating federal or state programs, in administering the requirements of the IV-D Program.

15. Attend, if available, relevant training sessions provided by the COUNTY or the STATE.
16. Meet with the COUNTY Child Support Director as requested regarding policy and procedural issues.

C. County Attorney Performance Standards. The County Attorney shall:

1. In recognition of the Family Support Act of 1988, Public Law 100-485, and the requirements of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Public Law 104-193, the COUNTY and County Attorney will collaborate to meet the federally determined time limits for services as set forth by federal law and in accordance with Minnesota law, regulations, and policy. The federal time limits (including, but not limited to, those found at 45 Code of Federal Regulations, sections 303.2 through 303.11, 303.30 through 303.31, 303.72, 303.100 through 303.102, 305.20, 42 United States Code, section 453A, and 42 United States Code, section 466(a)(10)) will be the primary standard against which performance under this Cooperative Arrangement will be measured.
2. Promptly notify the COUNTY of any actions that the COUNTY must take in order for the County Attorney to meet these performance standards.
3. Communicate with the COUNTY concerning child support cases prior to hearings;
4. Communicate, to the extent practicable, with opposing counsel prior to hearings;
5. Reserve, to the extent that it is within the County Attorney's control, the necessary time and resources necessary to effectuate the timely resolution of child support legal issues;
6. Meet all timeframes for taking legal actions and establishing and enforcing orders as set forth in the federal regulations and state policies, recognizing exigent circumstance..
7. Cooperate with the COUNTY to meet federal timeframes for IV-D Program services:
 - i. Within 90 calendar days of locating the alleged father or noncustodial parent, establish paternity and establish an order for support or complete service of process necessary to commence proceedings.
 - ii. For cases in which service of process is necessary, establish paternity and establish an order for support:

- Within six months in 75% of the cases, and
 - within twelve months in 90% of the cases.
- iii. From the date of service of process:
- Within 180 calendar days of receiving a request for review or locating the non-requesting parent, review and adjust the order or determine that the order should not be adjusted.
8. Comply with the Civil Rights Compliance standards for agencies that deliver services under Cooperative Arrangement with or sub-contracts/Cooperative Agreements with the Department of Human Services.

D. Reimbursement: Reimbursement to the County Attorney shall be for the actual cost of providing services to the COUNTY incurred by the County Attorney's office. Payments claimed and paid shall be consistent with the requirements and prohibitions set out in Minnesota Statutes, Chapter 388.

The County Attorney is responsible for assuring that the expenses claimed are in accordance with the federal regulations for claiming Federal Financial Participation (FFP) reimbursement for activities in the child support enforcement program. Reimbursement is limited to reimbursement for activities and services that are required or allowed by law.

1. County Attorney Time: The County Attorney must track and account for attorney time expended on IV-D cases. If the IV-D program dedicates staff at 100% to eligible IV-D activities under Federal Regulations, the County Attorney may seek reimbursement for 100% of eligible staff time. For attorneys and staff that work on eligible IV-D cases less than 100% of the time, the attorney and staff time may be accounted for in one of two ways:
- i. *Hourly Cost Method*. The County Attorney may track County Attorney and support staff time on an hourly basis; OR
 - ii. *Time Study/Salary Method*. The County Attorney may use a periodic time study to determine the proportion of time the County Attorney staff spends on IV-D Program activity versus all other activity. The office must regularly complete time studies. The study will be completed as follows:
 - a. All County Attorney staff providing IV-D Program services will complete a week-long time study each month. The study will record time spent on IV-D Program activity.
 - b. The results of each study will determine that percentage of time spent per staff person for IV-D Program services in relation to that person's total hours worked per month.
 - c. Reimbursement will be determined by applying the percentage of time determined to have been used for IV-D Program activity for an individual staff member to that individual's direct salary and benefits costs.

2. County Attorney Costs: The County Attorney must track and account for costs expended on IV-D cases. Direct costs must be accounted and claimed. Indirect costs may be claimed in accordance with Federal Regulations, 22 Code of Federal Regulations, section 225, and OMB circular A-87, but the County Attorney, in cooperation with the COUNTY, must ensure that indirect costs are not double counted (i.e. claimed by both the COUNTY and County Attorney).
3. Reimbursement Estimate: The cost of providing eligible IV-D cases services to the COUNTY in the fiscal year proceeding this contract was: _____. Attached is documentation of how this cost was calculated.

The estimated cost for the applicable fiscal years of this contract, years 2016 & 2017, is _____ and _____ respectively. If the estimated costs in the contract years exceeded the actual cost in the preceding fiscal year by more than 3%, a document is attached explaining the reason and method of calculating the prospective increase.

The parties realize that the actual costs incurred and claimed by the County Attorney may exceed or stay below the estimated costs due to exigent circumstances.

E. Reimbursement Terms:

1. The County Attorney will submit monthly statements to the COUNTY for all reimbursements requested for the services provided in this Cooperative Arrangement.
2. Upon receipt, the COUNTY shall make payment in its usual and customary manner.
3. If the COUNTY determines that the County Attorney is not meeting the terms of this Cooperative Arrangement in any way, the payment to the County Attorney will not be made until it is determined by the COUNTY that the deficiency has been corrected. These deficiencies may include failure to perform (without good cause) within the parameters of the performance standards set forth in Section 111.C., delinquent or incorrect submission of required reports, violation of federal or state law, or repeated failure to perform (without good cause) within the parameters of the performance standards and other specified requirements of this Cooperative Arrangement.

IV. **PROVISION OF SERVICES BY THE COUNTY SHERIFF**

A. Duties of the COUNTY. The COUNTY shall:

1. Supply appropriate information as provided for and defined in federal regulations and state law and policy.

2. Reimburse the County Sheriff for the provision of services as specified in this Cooperative Arrangement to the extent that those services are federally required activities and services as provided in the federal regulations and the IV-D Program.

B. Duties of the County Sheriff. The Sheriff shall:

1. Process Service:
 - a. Upon request, provide services to the COUNTY by performing service of process in Title IV-D cases, including, but not limited to, the service of summons, complaints, orders to show cause, motions, court orders, subpoenas, warrants, and writs of attachment.
 - b. Make diligent attempts to serve legal papers on IV-D participants believed to be residing in the county.
 - c. Document all service of process and attempted service of process by providing a proof of (attempted) service in the form of a server's affidavit or certificate of service. The affidavit or certificate must state the date, time and place of service, whether the respondent was personally served. For serving a summons, the server must also endorse the summons and indicate thereon the time and date, the place and manner of service, and upon whom service was made.
2. Execution of Warrants
 - a. Check the records for outstanding child support warrants, whenever civil papers are served on any person or an arrest is made for any reason.
 - b. With due diligence, execute bench warrants, and orders for arrest or commitment in IV-D cases. If there are questions about the validity of said orders or the identity of the party, contact the COUNTY immediately.
 - c. Return all withdrawn IV-D warrants to the COUNTY.
3. Locate Services: Respond to COUNTY requests for location information by accessing available resources such as, Crime Information Bureau and out of county and out of state law enforcement agents.
4. Security Services
 - a. To provide a bailiff to be present at IV-D hearings as requested by the COUNTY, the County Attorney, or as ordered or directed by the court.
 - b. Upon request, provide special security service to the COUNTY and

to the courts.

- c. Escort respondents who are in custody to hearings scheduled by the COUNTY and arrange for transportation of persons arrested in other counties.

5. Other Services

- a. Provide daily jail and Huber (work release) rosters, and upon request, provide information to COUNTY about inmates' dates of incarceration, employment status, address information and any other relevant information.
- b. Upon request, meet with the COUNTY Child Support Director regarding policy and procedural issues.
- c. Ensure equal opportunity and equal access in service delivery – this includes the use of interpreters or procedures for acquiring translation and interpretation services when needed and the provision of reasonable accommodations or aids for people with disabilities.

C. County Sheriff's Department Standards of Performance

1. Process Service

- a. Execute due diligence by making at least three attempts to serve the respondent at each possible location furnished by the COUNTY. The Sheriff may make fewer than three service attempts at a particular location, if, after attempting service, it is determined that further attempts at that particular location would be futile.
- b. Effectuate service of process to meet due process requirements as set forth under Minnesota statutes.

2. Execution of Warrants

- a. With due diligence, execute bench warrants and arrest/commitment orders in IV-D cases.
- b. If there are questions about the validity of any warrant or the identity of the party, contact the COUNTY within 10 days.
- c. Return all withdrawn IV-D warrants to the COUNTY within 10 days of withdrawal.

3. Locate Services

- a. Respond to COUNTY requests for location information by accessing available resources such as National Crime Information Center (NCIC) and the Bureau of Criminal Apprehension (BCA) and other automated

resources with due diligence.

4. Security Services

- a. With advanced notice, provide special security service to the COUNTY and to the courts.

5. Other Services

- a. On a daily basis, provide daily jail and Huber rosters, and upon request, provide information to COUNTY about inmates' dates of incarceration, employment status, address information and any other relevant information.
- b. Meet with the COUNTY Child Support Director as requested, regarding policy and procedural issues.
- c. Cooperate with the COUNTY to meet federal timelines for IV-D services:
- d. Within 75 days of determining that location is necessary, access appropriate locate sources.
- e. If service of process is necessary, service must be completed or unsuccessful attempts must be documented within 60 calendar days of identifying a delinquency, or of locating the noncustodial parent, if location is necessary.
- f. Comply with the Civil Rights Compliance standards for agencies that deliver services under Cooperative Agreement with the State of Minnesota Department of Human Services.

D. Reimbursement.

- 1. The County Sheriff will be reimbursed for the actual cost of providing services to the COUNTY incurred by the County Sheriff's office. Payments claimed shall be consistent with the requirements and prohibitions set out in Minnesota Statutes, Chapter 387.

The County Sheriff is responsible for assuring that the expenses claimed are in accordance with the federal regulations for claiming Federal Financial Participation (FFP) reimbursement for activities in the child support enforcement program.

- 2. Reimbursement Estimate: The cost of providing eligible IV-D services to the COUNTY in the fiscal year proceeding this contract was:_____. Attached is documentation of how this cost was calculated.

The estimated cost for the applicable fiscal years of this contract, years 2016 & 2017 _____, is _____ and _____ respectively. If the estimated costs in the contract years exceeded the actual cost in the preceding

fiscal year by more than 3%, a document is attached explaining the reason and method of calculating the prospective increase.

The parties realize that the actual costs incurred and claimed by the County Sheriff may exceed or stay below the estimated costs due to exigent circumstances.

E. Reimbursement Terms:

1. The County Sheriff will submit monthly statements to the COUNTY for all reimbursements requested for the services provided in this Cooperative Arrangement.
2. Upon receipt, the COUNTY shall make payment in its usual and customary manner.
3. The County Sheriff is responsible for assuring that the expenses claimed are in accordance with the federal regulations for claiming FFP reimbursement for activities in the child support enforcement program. Reimbursement is limited to reimbursement for activities and services that are required or allowed by law.
4. If the COUNTY determines that the County Sheriff is not meeting the terms of this Cooperative Arrangement in any way, the payment to the County Sheriff will not be made until it is determined by the COUNTY that the deficiency has been corrected. These deficiencies may include failure to perform (without good cause) within the parameters of the performance standards set forth in Section IV.C., delinquent or incorrect submission of required reports, violation of federal or state law, or repeated failure to perform (without good cause) within the parameters of the performance standards and other specified requirements of this Cooperative Arrangement.

V. **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the prospective lower tier participants (County Attorney and County Sheriff) must certify the following, as required by the regulations implementing Executive Order 12549:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

Instructions for Certification:

1. By signing and submitting this Cooperative Arrangement, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective

lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549 (Debarment and Suspension). You may contact the person to which this Cooperative Arrangement is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 Code of Federal Regulations, part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under title 48 of the Code of Federal Regulations, part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph five of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under Title 48 of the Code of Federal Regulations, part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this Cooperative Arrangement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Cooperative Arrangement.

THE PARTIES HEREIN, HAVING APPROVED AND SIGNED THIS COOPERATIVE ARRANGEMENT, AGREE TO BE BOUND TO THE PROVISIONS SET FORTH IN THIS COOPERATIVE ARRANGEMENT.

Parties:

_____ COUNTY

_____ Date

_____ County Attorney

_____ Date

_____ County Sheriff

_____ Date

Approved By:

_____ Director, MN Child Support Division

_____ Date

Minnesota State/County Child Support Program Cooperative Agreement

CY 2016-2017 STATE/COUNTY COOPERATIVE AGREEMENT
COVERING THE ADMINISTRATION OF CHILD SUPPORT AND
ESTABLISHMENT OF PATERNITY AND MEDICAL SUPPORT LIABILITY PROGRAMS
BY AND BETWEEN

The
State of Minnesota
Department of Human Services
and

AITKIN County

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CY 2016-2017 STATE/COUNTY COOPERATIVE AGREEMENT
COVERING THE ADMINISTRATION OF CHILD SUPPORT AND
ESTABLISHMENT OF PATERNITY AND MEDICAL SUPPORT LIABILITY PROGRAMS
BY AND BETWEEN
The
State of Minnesota
Department of Human Services
and
AITKIN County

THIS COOPERATIVE AGREEMENT is made and entered into for the period of January 1, 2016, through December 31, 2017, by and between the State of Minnesota Department of Human Services, hereinafter referred to as "STATE," and the Governing Board of AITKIN County and its designated Child Support Office, hereinafter referred to as "COUNTY".

WHEREAS, the Department of Human Services (STATE), through its Child Support Division is empowered to enter into interagency agreements pursuant to Minnesota Statutes, section 471.59; and

WHEREAS, the County IV-D Agency (COUNTY) is responsible for local operation of child support services under Minnesota Statutes, section 393.07, subdivision 3; and

WHEREAS, the above-referenced entities wish to enter into this Cooperative Agreement to set forth their respective responsibilities in providing services necessary to the operation of the child support enforcement program under Title IV-D of the Social Security Act, 42 United States Code, sections 651 through 699b; and enter this agreement to meet the requirements of Title 45, Code of Federal Regulations, sections 303.107 and 302.34; and

NOW, THEREFORE, in consideration of the mutual responsibilities and agreements hereinafter set forth, the STATE and the COUNTY agree as follows:

1. **Definitions.** The following definitions apply to the terms used in this Cooperative Agreement unless the context clearly requires otherwise:
 - 1.1 **Administrative Instructions.** Administrative instructions are from the STATE to the COUNTY on administrative or financial matters.
 - 1.2 **Business Day.** Business day means a day on which STATE offices are open for regular business.
 - 1.3 **Calendar Day.** Calendar day means each day shown on the calendar, including weekends and holidays.
 - 1.4 **Central Registry.** The Central Registry is the unit of government responsible for receiving, disseminating, and overseeing the processing of all incoming interstate IV-D cases.

- 1.5 **Cooperating Agency.** A Cooperating Agency is the Sheriff or County Attorney, who provides child support services for the COUNTY, pursuant to a Cooperative Arrangement. "Cooperating Agencies" refers to both the Sheriff and the County Attorney.
- 1.6 **Cooperative Arrangement.** A Cooperative Arrangement is a standard template that is attached to the Cooperative Agreement as Attachment A. This standard template must be used by the COUNTY when securing services from the County Attorney and Sheriff for the operation of the IV-D Program.
- 1.7 **Cooperative Agreement Manager.** The Cooperative Agreement Manager is the contact person for each of the parties. The STATE's Cooperative Agreement Manager is the official contact with the COUNTY and is responsible for enforcing provisions of the Cooperative Agreement and assuring the provisions are carried out by the COUNTY.
- 1.8 **Cooperative Agreement Review Committee (CARC).** The CARC shall be responsible for representing the County and County Attorney offices in seeking policy dispute resolution under this Cooperative Agreement and Arrangement. The CARC shall be appointed by the CSD director, in consultation with Counties and County Attorneys, and shall be comprised of three County Directors and three County Attorneys.
- 1.9 **County Attorney.** County Attorney means the attorney under Minnesota Statutes, chapter 388 and section 393.11, subdivision 2, who is employed by or contracted under a Cooperative Arrangement by the governing board of the COUNTY to provide support enforcement services specified under this Cooperative Agreement.
- 1.10 **Governing Board of a County.** The Governing Board of a County means the governing body of the local unit of government responsible for the administration of public welfare, including child support, in the county or multi-county area. This can include County Boards, organized under Minnesota Statutes, Chapter 375 local social service agencies, organized under Minnesota Statutes, Chapter 393, Hospital Commissions, as empowered by Minnesota Statutes, Chapter 393, Human Services Boards, organized under Minnesota Statutes, Chapter 402, Service Delivery Authorities, organized under Chapter 402A, or any other local unit of government which is responsible for the administration of child support enforcement services for the local area.
- 1.11 **IV-D Program.** The Minnesota programs provided for by Title IV-D of the federal Social Security Act, in accordance with the language of Minnesota Statutes, sections 256.741 and 518A and other state and federal statutes, federal regulations, and controlling court cases in effect during the term of this Cooperative Agreement..
- 1.12 **Participant.** A participant is an IV-D case participant, including an individual that is listed as a case member in an open IV-D support case.
- 1.13 **Parties.** The Parties STATE and COUNTY collectively.
- 1.14 **PRISM.** "PRISM" means the state-wide child support database and associated programming which is owned and maintained by the STATE.

- 1.15 **Program Instructions.** Program Instructions are directives from the STATE to the COUNTY on how to follow federal and state law and regulations.
 - 1.16 **IV-D Program Requirements.** Program Requirements are the state and federal law requirements of the IV-D program.
 - 1.17 **State Disbursement Unit (SDU).** The SDU is the unit responsible for centralized receipt and distribution of child support and other support-related payments. The SDU includes the activities and staff at the Minnesota Child Support Payment Center (CSPC), located in St. Paul, Minnesota.
 - 1.18 **User Documentation.** User documentation is material contained in DHS eMilo and SIR MILO and is available at: www.dhssir.cty.dhs.state.mn.us/PRISM.
2. **Appointment of Cooperative Agreement Manager.** Each of the parties shall have a Cooperative Agreement Manager. The STATE's Cooperative Agreement Manager is the Child Support Division (CSD) Division Director or designee. The COUNTY's Cooperative Agreement Manager is the individual responsible for administration of the Cooperative Agreement as designated by the Governing Board of the COUNTY.
3. **COUNTY's Duties and Responsibilities. The COUNTY shall:**
 - 3.1 **General Requirements.** Implement and administer the responsibilities specified in this Cooperative Agreement pursuant to the requirements of the IV-D Program. The COUNTY agrees that the functions performed and services provided or purchased by the COUNTY, as specified in this Cooperative Agreement, shall be in accordance with applicable state and federal law, the Minnesota Child Support Procedures Manual (eMILO and SIR MILO), DHS and the federal Office of Child Support Enforcement (OCSE) published material and correspondence, county messages, state and federally approved corrective action plans, and fiscal audits as applicable. Unless otherwise stated, on-line manuals take precedence over paper manuals.
 - 3.1.1 **Policy Conflict.** When the STATE either issues new or changed policy or procedures or newly published Court decisions or newly published state or federal law brings existing policy into question, the COUNTY has 90 calendar days from the date issuance of the issuance of the policy or court decision or the date a bill becomes law to make a written objection to the legal risk associated with the policy or direction. Once the written objection is received by the STATE, the STATE shall meet with the COUNTY and any other relevant stakeholders. The stakeholders shall make an attempt to informally resolve the objection. The STATE may agree to reimburse the COUNTY for costs arising from adhering to the state's policy or direction as described in section 11.2.3 without resorting to the procedural requirements of section 11. Within 30 days of meeting with COUNTY, the STATE will issue a determination.

Notwithstanding the procedural requirements of section 11, if an informal resolution is not agreed upon, the COUNTY may utilize the formal dispute resolution procedure identified in Section 11.2.

3.2 Provide Services. Provide all appropriate IV-D Program services. These services include, but are not limited to, case intake and assessment, establishment of paternity, location of absent parents, establishment of enforceable basic support obligations, enforcement of payment of child and spousal support obligations, and establishment and enforcement of medical and child care support obligations.

3.2.1 Provide Customer Service. Provide direct customer service by responding to all inquiries from IV-D participants and the general public, including those inquiries related to centralized child support services. The COUNTY shall respond to participant inquiries and complaints referred from the STATE according to the policies and procedure outlined in section 3.1.

3.3 Hold Harmless. Except as provided in section 3.1.1, each Party is responsible for their own acts or omissions while performing the services described in this Cooperative Agreement.

3.4 Cooperative Arrangements. Establish and maintain written Cooperative Arrangements between the COUNTY and other county officials who have a statutory obligation pursuant to 45 Code of Federal Regulations, section 302.34 to cooperate with the STATE and COUNTY as necessary to provide services required under the IV-D Program in compliance with this Cooperative Agreement.

Counties, County Attorneys, and Sheriffs must use the standard Cooperative Arrangement, attached as Attachment A to ensure statewide uniformity and meet minimum federal requirements in accordance with 45 Code of Federal Regulations, section 303.107. Administrative reimbursement is available for services provided under a cooperative arrangement for the calendar quarter during which the arrangement is signed and for subsequent calendar quarters covered by the arrangement. If no signed Cooperative Arrangement is in place for a calendar quarter, no federal reimbursement is available for that calendar quarter.

Submit copies of the signed Cooperative Arrangements and the three required attachments to the CSD Division Director. COUNTY shall provide a signed Copy of each Cooperative Arrangement to the CSD Division Director no later than March 31, 2016, in order to claim IV-D FFP reimbursement for cooperative agency expenses incurred during the first quarter of the calendar year.

The CSD Division Director must review the Cooperative Arrangements and notify the COUNTY within 20 business days if the Cooperative Arrangement, on its face, fails to meet the minimum specifications required under CSD policy.

If at any time during the Cooperative Agreement year, the COUNTY enters into Cooperative Arrangements with additional cooperating agencies, the COUNTY must immediately send a copy of the new Cooperative Arrangement and the required attachments to the CSD Division Director.

The COUNTY may not claim IV-D FFP reimbursement for cooperative agency expenses incurred for any calendar quarter when copies of appropriately signed Cooperative Arrangements and required attachments have not been provided to the CSD Division Director by the end of that calendar quarter.

- 3.5 Purchase of Services Agreements.** As necessary, enter into agreements to purchase services to the extent that payment for such services does not exceed the amount reasonable and necessary to assure the quality of such services. The COUNTY must fully document its determination that the amounts are reasonable and necessary in the COUNTY records. The COUNTY must require debarment certification from contractors who do or may receive federal funds, pursuant to the requirements of section 12.3. STATE supervision of purchase of service agreements is limited to those for which federal financial participation (FFP) is available under the IV-D regulations.
- 3.6 Notification of Appeals.** With the County Attorney, notify the CSD Division Director within 7 business days of any IV-D case that is appealed to the Minnesota Court of Appeals, the Minnesota Supreme Court, or federal court by either one of the parties or the COUNTY. The STATE will review the appeal and consult with the County Attorney and the Office of the Attorney General as necessary.
- 3.6.1 Notice of Substantive Adverse Decisions.** The COUNTY shall also report to the CSD Division Director any child support orders or judgments that call into question the constitutionality or enforceability of child support statutes or program instructions.
- 3.7 Internet Access.** Have and maintain access to the Internet for all of the COUNTY caseworkers.
- 3.8 Provide Information.** Provide any information requested for state and federal program reviews and audits.
- 3.9 Information Technology Security.** Provide for information technology security in accordance with the STATE's policies and procedures.
- 3.9.1 COUNTY Security Officer.** Designate an employee as COUNTY Security Officer or Backup COUNTY Officer to be responsible for ensuring compliance with security precautions for state-owned computer equipment, data confidentiality, and user access.
- 3.9.2 Security Manual.** Adhere to the STATE's policies and procedures as provided in, the DHS Data Practices Manual, DHS Information Policy Standards, CSD program instructions, and instructions from the DHS office of Information Security.
- 3.10 Cooperation with Other Agencies.** Agree that the COUNTY, in administering the requirements of the IV-D Program, will cooperate with other Minnesota county, tribal, and state-operated economic support agencies, and other Minnesota state agencies to the extent authorized by state and federal law.
- 3.11 Providing Resources to Improve Support in Minnesota System (PRISM).** Agree to cooperate with the operation of and to use the Providing Resources to Improve Support in Minnesota System or its successor system (both hereinafter referred to as "PRISM") as agreed upon by the STATE and the COUNTY. The COUNTY and STATE shall work together to ensure the efficient and effective operation of automated systems in support of the programs covered by this Cooperative Agreement. Both parties acknowledge a joint responsibility to work cooperatively to identify system deficiencies and operational problems. The STATE acknowledges its responsibility to maintain PRISM in maximum functional status for the benefit of all COUNTY and state

users. The STATE agrees to take all necessary actions to assure the uninterrupted availability of PRISM during normal business hours.

3.11.1 Maintain Automation Equipment. Maintain and not alter or add to any child support automation equipment in the physical location installed by the STATE unless prior approval is given. Any costs incurred by the COUNTY as a result of STATE approved equipment moves shall be reimbursed per the applicable federal financial participation (FFP) rate.

3.11.2 No Alteration of Software. Agree that neither COUNTY nor other COUNTY staff persons working under the Cooperative Arrangement for the COUNTY will alter state provided software or add software programs that will adversely affect child support automation in the COUNTY without the permission of the STATE.

3.11.3 Authorized Access to Automation Equipment. Ensure that all automation equipment connected to the state computer reporting network is not accessible to persons other than those authorized by the COUNTY Security Officer for purposes of program administration and shall specifically limit such access in each Cooperative Arrangement.

3.12 Cost-Sharing Allocation Plan. Reimburse the STATE under an approved cost-sharing allocation plan if automation equipment, software, or services are used for any purpose or program other than child support or program administration.

3.13 COUNTY Budget. Submit the annual budget, in the format prescribed by the STATE in Attachment B, to the CSD Division Director by March 31 of each year. The budget will include the projected expenditures for the COUNTY and the projected child support expenditures for each Cooperating Agency. For Cooperative Agreements signed after the first quarter, the COUNTY will submit the signed Cooperative Agreement and the projected expenditures by the end of the quarter that the Cooperative Agreement is signed.

3.14 Maintain PRISM Financial Records. Be responsible to maintain and update PRISM financial information including the following:

3.14.1 Enter Court Order and Balance Information. Enter court order and account balance information in a timely manner and make appropriate adjusting entries as necessary, to ensure distribution and allocation of payments pursuant to the state statute and federal distribution hierarchy.

3.14.2 Receipt and Disbursement (R&D) Adjustments. Perform adjustments to receipt and disbursement amounts in accordance with the STATE's policies and procedures.

3.15 Failure to Maintain PRISM Financial Records. Be responsible for court-ordered reimbursement to case participants when the reimbursement is caused by the failure of the COUNTY to maintain proper PRISM financial records.

3.16 Reimbursement for Failure to Follow Policy and Instructions. Be responsible for reimbursement to case participants when the reimbursement is caused by the failure of the COUNTY to follow state and federal laws, Department of Human Services written

policy directives, program instructions, or published IV-D directives that are appropriately and timely communicated to the COUNTY by the STATE or in the case of worker error. In the event of a dispute, the COUNTY may follow the procedures under Section 11.

3.17 Collections, Receipts, and Disbursements. Pursuant to program instructions, (1) redirect all child support payments to the CSPC; and (2) forward any child support or other support related payments received by the COUNTY to the CSPC for receipting into PRISM within 24 hours.

3.18 Records Maintenance. Maintain such records, case files, reports, evaluations, or other documents that the STATE specifies as needed by the STATE for monitoring and auditing. Maintenance of such records, irrespective of the reporting requirements, is subject to DHS records retention schedules or directives allowing destruction of records. The COUNTY shall furnish such reports and documents to the STATE in the format and according to the schedules, as the STATE requires. The COUNTY must ensure that these reports comply with STATE reporting instructions. The STATE shall evaluate and monitor compliance with reporting instructions.

3.19 Confidentiality of Records. Comply with the terms of the Information Privacy and Security Agreement that has been separately executed by the parties, and with any successor agreements thereto, and with all applicable federal and state laws governing the privacy and security of personally identifiable information about a participants and others (PII). PII includes but is not limited to an individual's name, address, federal tax information, social security number, and other private data, whether maintained on PRISM or elsewhere by the COUNTY. The COUNTY shall maintain appropriate administrative safeguards to ensure all such information is adequately protected against improper access, use, and disclosure by its employees and subcontractors, and shall ensure that its employees and subcontractors receive training regarding the requirements of applicable laws, including but not limited to the Minnesota Government Data Practices Act (MGDPA).

3.19.1 Cooperating Agencies and Compliance with Regulations. Ensure that Cooperating Agencies have available all information necessary to perform under the Cooperative Arrangement. The COUNTY will include in the Cooperative Arrangement language that addresses compliance with state and federal privacy and confidentiality laws and regulations. This language shall specify that the cooperating COUNTY will be responsible for safeguarding the confidentiality of said information and using said information exclusively for the purposes allowed by the federal and state law and regulations governing the operation of the IV-D Program. The COUNTY and/or COUNTY security staff have the responsibility to ensure that requested access to PRISM meets the requirement of the access being for the purposes of administration of the IV-D Program. Any request that does not meet that requirement must be denied at the local level. All requests for PRISM access must be approved by the appropriate County Security Officer before state security staff will process the request.

3.19.2 Others Requesting PRISM Information or Access for the Purpose of the Administration of the Child Support Program. In the event that other individuals or other county programs request information from or access to the PRISM system through the COUNTY, the COUNTY shall recommend and grant access only for the purposes allowed by the federal and state law and regulations governing the operation

of the IV-D Program. The COUNTY will submit appropriate signed data sharing agreements or individual confidentiality agreements as defined by the STATE prior to the STATE granting such access. The agreements will address compliance with relevant state and federal privacy and confidentiality laws and regulations specifying that any individual granted access will be responsible for safeguarding the confidentiality of said information and using said information exclusively for the purpose of the IV-D Program. COUNTY and/or COUNTY security staff will have the responsibility to ensure that requested information from or access to PRISM meets the requirement of the access being for the purposes of administration of the Child Support Program. Any request that does not meet that requirement must be denied at the local level. The appropriate COUNTY Security Officer or backup security officer must approve all requests for PRISM access or PRISM information before STATE security staff will process the request. The COUNTY is responsible for ensuring that the third party complies with all data privacy laws and regulations. This provision does not prevent COUNTY from sharing information with case participants, courts, and authorized third parties pursuant to Minnesota Statutes Chapters 256; 257; 518A; 518C; 571, and section 13.46.

3.19.3 Other Parties Requesting Access to PRISM or PRISM Information. Access by third parties to information maintained by the PRISM system for reasons other than the purposes allowed by the federal and state law and regulations governing the operation of the IV-D program shall be referred to the STATE. If the STATE releases county-specific data, the STATE will notify the COUNTY that is the subject of the request.

3.19.4 Not a "Business Associate Agreement." This Agreement does not create a "business associate" relationship or constitute a "business associate agreement" as defined in the Health Insurance Portability and Accountability Act (HIPAA).

3.20 Federal Parent Locator Service Agree to comply with Federal and State privacy laws and regulations and the applicable provisions of the HHS-OCIO Policy for Information Systems Security and Privacy (IS2P) and the Automated Systems for Child Support Enforcement: A Guide for States (Federal Certification Guide). Agree to the required Federal Parent Locator Service (FPLS) cooperative agreement language for ensuring the confidentiality of FPLS, stated below.

The STATE is responsible for the issuance of User Documentation to COUNTY, which communicates the detailed requirements for the confidentiality of FPLS information.

The COUNTY agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) The COUNTY agrees to submit requests to the FPLS solely to locate a parent for the purpose of establishing paternity, securing child support, or when applicable, to locate a parent in a paternal kidnapping case, establish or enforce a child custody or visitation order, and for other purposes specified in federal law and regulations.
- (2) The COUNTY shall educate all authorized personnel that access FPLS information on the confidentiality and security requirements of FPLS information, the safeguards required to protect FPLS information and child support program information, and the penalties for non-compliance.

- (3) The COUNTY shall restrict access to FPLS to authorized personnel who need the FPLS information to perform their official duties. The COUNTY must maintain a list of employees and subcontractors with authorized access.
- (4) The COUNTY agrees to label all reports containing FPLS and to store all material containing FPLS in a locked container when the material is not in use.
- (5) The COUNTY agrees to immediately report any incident involving unauthorized access to or disclosure of FPLS information to the STATE.

3.21 IRS Language for General Service. Agree to comply with all Internal Revenue Service (IRS) procedures and safeguards (26 United States Code, sections 6103 and 7213). Agree to the required IRS cooperative agreement language for ensuring the confidentiality of IRS information in sections 3.19.1 through 3.19.3, stated below.

The STATE is responsible for the issuance of User Documentation to the COUNTY, which communicates the detailed requirements for the confidentiality of IRS information.

3.21.1 Performance. In performance of this Cooperative Agreement, the COUNTY agrees to comply with and assume responsibility for compliance by its employees with the following requirements:

- (1) All work is under the supervision of the COUNTY or the COUNTY's employees.
- (2) Any return or return information provided or made available by the IRS must be used only for carrying out the provisions of this Cooperative Agreement. The COUNTY must treat information contained in material provided by the IRS as confidential and not divulge or make it known in any manner to any person except as may be necessary in the performance of this Cooperative Agreement. Disclosure to anyone other than an officer or employee of the COUNTY is prohibited.
- (3) All returns and return information provided by the IRS must be accounted for upon receipt, and properly stored before, during, and after processing. In addition, all related output are given the same level of protection as required for the source material.
- (4) The COUNTY certifies that the IRS data processed during the performance of this Cooperative Agreement will be completely purged from all data storage components of its computer facility, and that the COUNTY retains no output is retained at the time the work is completed. If immediate purging of all data storage components is not possible, the COUNTY certifies that it safeguards any IRS data remaining in any storage component to prevent unauthorized disclosures.
- (5) The COUNTY must give the STATE or its designee any spoilage or any intermediate hard copy printout that may result during the processing of IRS data. When this is not possible, the COUNTY is responsible for the destruction of the spoilage or any intermediate hard copy printouts, and must provide the STATE or its designee with a statement containing the date of destruction, description of material destroyed, and the method used.

- (6) All computer systems processing, storing, or transmitting Federal tax information provided by the IRS must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- (7) The COUNTY shall not subcontract work involving Federal tax information furnished under this Cooperative Agreement without prior written notice to the IRS, pursuant to IRS Publication 1075, Section 11.3. Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information and Exhibit 5, IRC Sec. 7213 Unauthorized Disclosure of Information). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.
- (8) The COUNTY must maintain a list of employees and subcontractors with authorized access. The COUNTY must provide such list to the STATE and, upon request, to the IRS reviewing office.
- (9) The STATE has the right to void the Cooperative Agreement if the COUNTY fails to provide the safeguards described above.

3.21.2 Criminal/Civil Sanctions:

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Cooperative Agreement. Information contained

in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Cooperative Agreement. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by Internal Revenue Code sections 7213A and 7431.

- (3) Additionally, it is incumbent upon the COUNTY to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 United States Code section 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to COUNTY by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a COUNTY, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established hereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- (4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

3.21.3 Inspection. The IRS and the STATE shall have the right to send its officers and employees into the offices and plants of the COUNTY for inspection of the facilities and operations provided for the performance of any work under this Cooperative Agreement. On the basis of such inspection, specific measures may be required in cases where the COUNTY is found to be noncompliant with Cooperative Agreement safeguards.

3.22 **Bonding.** In accordance with 45 Code of Federal Regulations, section 302.19, the STATE is required to ensure that every person who has *access to or control over funds* collected under the program, be covered by a bond against loss resulting from employee dishonesty. The COUNTY must bond any employee, who, as a regular part of his or her job, receives, disburses, handles, or has access to support collections. Even though the COUNTY no longer receipts and disburses funds, bonding is required due to the ability to access funds in PRISM through financial adjustments.

The COUNTY must have a minimum bonding amount of \$30,000 per employee. DHS has determined this amount sufficient to cover employee dishonesty. If the COUNTY does not have a bonding policy in place, it may establish a self-bonding system to satisfy the bonding requirements.

The minimum bonding amount does not reduce or limit the ultimate liability of the COUNTY for losses of support collections from the STATE's IV-D program.

DHS will not collect bonding information for individual counties. The COUNTY must maintain all bonding information and is subject to the State Audit.

4. STATE's Duties and Responsibilities. The STATE shall:

- 4.1 **General Requirements.** Perform the duties and responsibilities specified in this Cooperative Agreement in accordance with the state and federal statutes, federal regulations, and controlling court cases, in effect during the term of this Cooperative Agreement.
- 4.2 **CSD Memos/Child Support Bulletins.** Maintain an index, accessible to county child support staff and county attorneys, listing all the current child support county directives and child support bulletins released during the Cooperative Agreement year that apply to the IV-D Program.
- 4.3 **Program Instructions.** Provide notification of new pending program instructions, administrative instructions and IV-D requirements within 30 calendar days of first becoming aware of them.

Develop and maintain programs and administrative instructions for administrative and child support activities relating to the IV-D Program conforming to state and federal statutes, state administrative rules, federal regulations and controlling court cases. Cite applicable state and federal statutes and federal regulations in new program and administrative instructions. The STATE will incorporate such citation in the Child Support User Documentation.

4.3.1 Program Instruction Change. If, after notification of new pending program instructions, the COUNTY reasonably believes that the proposed change will have a significant financial impact on the COUNTY, the COUNTY may request a 30 calendar day comment period. The request for a comment period shall be made in writing within 10 calendar days of the notification of pending program instructions and shall be accompanied by a brief written explanation of the anticipated financial impact on the COUNTY and why the COUNTY believes the impact is significant. The comment period shall be granted if written request is timely made and if the change is not the

result of implementation of state and federal statutes, rules and regulations, court orders or settlement agreements arising from litigation.

The STATE shall consider the fiscal impact on the COUNTY before implementing the change in requirements. It is not the STATE's intent to unilaterally impose any new, unbudgeted programs on the COUNTY.

4.3.2 Reasonable Time Period to Implement. Allow the COUNTY a reasonable time period in which to implement fully program instructions. Program instructions, which are the result of changes in federal or state laws, rules and regulations or court actions, may be implemented by the STATE in accordance with the implementation timeframes of the federal or state laws, rules and regulations or court action.

4.3.3 Extension of Time Period to Implement. Allow the COUNTY to request an extension of the time period for implementing program instructions or requirements, which have a significant impact on the COUNTY and are not mandated by state or federal law or court order. The COUNTY may submit documentation of the hardship imposed, and the STATE may grant a reasonable exception to the implementation requirements.

- 4.4 Monitoring.** Have the discretion to monitor the COUNTY's responsibilities as defined in this Cooperative Agreement, conduct performance reviews, make recommendations concerning the overall administrative efficiency of the program, and require corrective action as applicable.
- 4.5 Comprehensive Training.** Provide comprehensive statewide training for COUNTY personnel including, but not limited to, new worker training, training related to new initiatives and PRISM enhancement, and other continuing training related to the IV-D Program. Training programs and curriculum shall be determined in consultation with the Training County Workgroup. Child Support training materials shall be made available to the COUNTY. Provision of classroom training and onsite training is subject to CSD budget limitations.
- 4.6 Information to the Public.** Provide the public with information on the Child Support Program per the requirements of 45 Code of Federal Regulations, section 302.30.
- 4.7 Standard Cooperative Agreements.** Use the standard Cooperative Agreements that conform to state and federal laws when contracting with counties.
- 4.8 Central Registry.** Provide Central Registry services to counties.
- 4.9 PRISM Maintenance.** Ensure ongoing maintenance of PRISM.
- 4.10 PRISM Enhancement.** Responsible for the modification and enhancement of the PRISM system in order to meet federal program requirements and ensure that the system operates efficiently and in a manner that supports COUNTY program operations and performance improvements. The STATE agrees to continue to take all necessary actions to modify the IV-A to IV-D (MAXIS/PRISM) computer interfaces, implement purging and archiving and fully utilize all funds authorized by the legislature for the modification and enhancement of PRISM.

- 4.11 **Ownership of Software.** Retain all ownership rights in any STATE owned software or modifications thereof and associated documentation designed, developed, or installed as a result of this Cooperative Agreement.
- 4.12 **Tax Intercept.** Certify arrears for tax intercept and other certifiable debts using PRISM account balances as well as receive, distribute, and disburse tax intercept funds centrally through PRISM, and make information available in PRISM and other reports.
- 4.13 **New Hire Reporting.** Ensure employer compliance with the reporting requirements under the Work Reporting System, Minnesota Statutes, section 256.998.
- 4.14 **Provide Direct Program Assistance to COUNTY.** Maintain a Help Desk/Call Center or otherwise maintain a system to provide direct program assistance to the COUNTY, including assistance related to child support policy, PRISM processing, tax refund intercept processing, central receipt and disbursement and other centralized child support processes.
- 4.15 **Delegation of Authority.** Delegate to the County Attorney, as set forth in Minnesota Statutes, section 393.11, subdivision 2, its authority to provide IV-D Program legal services by appearing on behalf of COUNTY in the expedited process, district court, and in appellate court. The STATE agrees to assist the County Attorney in preparation of appeals as appropriate.
- 4.16 **Confidentiality of Records.** Agree to comply with the applicable federal and state laws and STATE regulations concerning confidentiality of participant and PRISM records.

5. Procurement.

- 5.1 **Equipment.** The COUNTY may purchase and install equipment in accordance with the STATE's manuals and procedures and industry best practices. The COUNTY shall be responsible for inventory, maintenance, replacement, and security of all this equipment.

The COUNTY shall keep all STATE owned equipment that is located in the COUNTY in a secure place and compensate the STATE for any theft, damage, or other loss of equipment if the STATE's prescribed security precautions have not been met.

6. Allocations.

- 6.1 **Standards of Performance and Performance Based Allocation.** The STATE shall specify standards of performance and budget an allocation to the COUNTY as its proportionate share of dollars for performance based funding. The STATE shall distribute the available incentive funding under Minnesota Statutes, sections 518A.51 and 256.979, subdivision 11, to counties.
- 6.2 **COUNTY Contribution.** The COUNTY agrees that performance incentives allocated to the COUNTY must be used to supplement and not supplant other funds used to carry out the child support program. The COUNTY agrees to maintain a minimum county contribution from local budget resources. The minimum COUNTY contribution

level for CY 2016-2017 is computed with federal fiscal year 1998 as the base year. Under 45 Code of Federal Regulations, section 305.35, a base amount of spending is determined by subtracting the amount of federal and state incentive funds earned by the COUNTY program for Federal Fiscal Year 1998 from the total amount expended by the county in the program during the same year. The COUNTY must maintain this base amount of county spending in future years. The COUNTY must use incentive payments in addition to, and not in lieu of, the base amount.

If the STATE fails to meet reinvestment minimums, individual counties that fail to maintain the minimum county contribution level will be subject to disallowance of incentive funds in an amount up to the full amount of local funds supplanted, plus the loss of federal matching funds if applicable.

If the STATE's failure to meet minimum reinvestment levels results in a loss of future incentive funds, counties that maintained their minimum county contribution level will not be penalized.

7. **Funding.** The COUNTY agrees that the obligations of the STATE under this Cooperative Agreement are limited by and contingent upon state and federal legislative authorization and budget appropriations. If, during the term of this Cooperative Agreement, the budget appropriations which fund the STATE, the COUNTY, and services under this Cooperative Agreement are not made or are repealed or reduced by actions of the Legislature, Congress, or otherwise, the STATE's and the COUNTY's obligations under this Cooperative Agreement will be reduced or suspended accordingly.

8. **Federal Reimbursement.** The STATE shall reimburse the COUNTY for the functions it performs and services it provides or purchases as set forth in Section 3. Payments by the STATE under this Cooperative Agreement are contingent upon:

(a) substantial compliance by the COUNTY of all responsibilities identified in this Cooperative Agreement, and in accordance with state and federal laws; (b) authorization of Minnesota and federal laws and availability of state and federal funds; and (c) approval of cost allocation plans and of expenditures for non-expendable personal property by state and federal cost allocation units.

The COUNTY must certify that any claim for reimbursement through federal financial participation (FFP) complies with the limits on FFP for IV-D expenditures listed in 45 Code of Federal Regulations, part 304. If the COUNTY has questions about whether or not an expense is eligible for reimbursement, the COUNTY may contact the STATE for guidance.

8.1 **County Income Maintenance Claims.** Claims for reimbursement must be submitted electronically pursuant to the requirements of the STATE's cost reporting system. Child Support costs must be reported quarterly on the DHS-2550 Income Maintenance Expense Report and must be submitted via web-based application to the STATE on or before the 20th day of the month following the quarter for which reimbursement is being claimed. If the 20th day of the month falls on a Saturday, the due date for the expenditure report is Friday the 19th; if the 20th is a Sunday, it is due on Monday the 21st.

For all claims submitted timely, the STATE will issue the reimbursement payment by Electronic Fund Transfer. Said reimbursements are subject to reduction and/or

recovery as provided in this Cooperative Agreement. Late expenditure reports will be processed in the following quarterly payment cycle.

Reimbursement payments will be made quarterly. The reimbursement payment for each quarter consists of the current quarter's federal financial participation (FFP) amount plus/minus any adjustments for prior quarters.

8.1.1 County-wide Indirect Claim. The COUNTY must submit cost allocation plans containing methodology and resulting amounts for eligible county-wide indirect expenses incurred in the delivery of the IV-D Program. These plans must be certified by an independent auditing firm and be received by the STATE Financial Operations Division (FOD) by February 15th of each calendar year. Only county-wide indirect costs that comply with the limitations of 45 Code of Regulations, part 304, and other federal and state limitations on indirect cost are eligible expenses.

One-fourth of the annual Child Support amount from the cost allocation plan will be the eligible county-wide indirect expense amount to be reimbursed each quarter. The reimbursement payment for each quarter will consist of the current quarter's federal financial participation (FFP) amount plus/minus any adjustments for prior quarters.

- 8.2 Adjusted Reimbursement Claims.** The COUNTY may submit adjustments to prior quarter DHS-2550 expenditure reports up to one year from the original quarter ending date. Child Support reimbursements resulting from expenditure adjustments for prior quarters will be paid as part of the normal quarterly payment process.
- 8.3 Non-Compliance.** The STATE may withhold or withdraw funds from the COUNTY when it is in non-compliance with this Cooperative Agreement or IV-D Program Requirements subject to the terms of this Cooperative Agreement. The STATE may withhold or withdraw funds if the STATE determines that the activities performed by the COUNTY do not meet state or federal statutes and requirements, following an opportunity for corrective actions as described in Section 8.3.1 (Compliance Review).

If there is a delay or failure to perform when such delay or failure is due to an uncontrollable circumstance that was unforeseen, the County shall be excused from timely performance as a result of the uncontrollable circumstance. Uncontrollable circumstances shall include fire, flood, epidemic, wars, acts of God, unusually severe weather, or actions of public authorities that cause an inability to perform work. The County shall communicate the uncontrollable circumstance to the State as quickly as practical.

The County will begin performance as soon as the consequences of the uncontrollable circumstance are remedied to such an extent that the County is able to begin performance.

8.3.1 Compliance Review. The STATE will notify the COUNTY of items that require corrective action and the need for the COUNTY to develop and submit a Corrective Action Plan. The COUNTY must submit its response within 10 calendar days of the date of the notice under this section, unless the STATE approves an extension. A failure by the COUNTY to implement fully a STATE-approved Corrective Action Plan shall result in a payment reduction to be determined by the STATE.

8.3.2 Advance Notice. The STATE shall provide 30 calendar days advance notice to the COUNTY when it intends to withhold or withdraw a payment pursuant to Section 8.3.1 (Non-Compliance). The STATE will schedule a conference to resolve the issue that gave rise to the notice before the imposition of the withholding or withdrawal. After the conference, if there is an impasse, the COUNTY may appeal the STATE's decision as provided by Section 11 of this Cooperative Agreement.

8.4 Disallowances. The STATE shall recover from the COUNTY any state or federal fiscal disallowances or sanctions attributable to actions of the COUNTY, Cooperating Agencies, or the COUNTY's subcontractors. If federal fiscal disallowances or sanctions are based on either a statewide sample or a categorical disallowance imposed across the State, the STATE shall recover the proportional share of the disallowance or sanction from the COUNTY.

8.5 Conditions of Payment. All services and reporting provided by the COUNTY pursuant to this Cooperative Agreement shall be performed to the satisfaction of the STATE, as determined in the sole discretion of its authorized agent, and in accord with all applicable federal, state and local laws, rules and regulations. The STATE reserves the right to suspend, reduce, or terminate the distribution of child support funds to the COUNTY for services or reporting provided pursuant to Section 8.1 of this Cooperative Agreement found by the STATE to be unsatisfactory or in violation of federal or state laws and regulations.

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

9. Program Operation: Records, Reporting, Monitoring, and Security.

9.1 Record Keeping Requirements. At least 45 calendar days prior to the effective date of any STATE reporting or record keeping requirement issued after the beginning of the Cooperative Agreement period, the STATE shall provide the COUNTY with written notice of such a proposed reporting or record keeping requirement and allow the COUNTY an opportunity to review and comment on such a requirement. Reporting and record keeping requirements which are the result of changes in federal or state laws, rules and regulations or any court actions may be implemented by the STATE without strict compliance with the above-stated notice and comment requirements. However, the STATE shall make every reasonable effort to solicit comments from the COUNTY prior to implementing such record keeping and reporting requirements.

9.2 Records Maintenance. The COUNTY shall maintain such case files, fiscal records, financial statements, and necessary evidences of accounting procedures and practices sufficient to document the funding received and disbursements made under this Cooperative Agreement.

The COUNTY shall maintain such records, reports, evaluations, or other documents that the STATE specifies are needed monitoring and auditing. Maintenance of such records, irrespective of the reporting requirements, is subject to manual provisions

allowing destruction of records. The COUNTY shall furnish such reports and documents to the STATE in the format and according to the schedules, as the STATE requires. These reports must comply with STATE reporting instructions. The STATE shall evaluate and monitor compliance with reporting instructions.

- 9.3 Records Availability.** All records maintained by the COUNTY pursuant to this Cooperative Agreement shall be available to the STATE on request and with adequate notice for inspection, examination, or audit. Except when the STATE determines that unusual circumstances exist, the STATE will give the COUNTY at least five business days written notice unless the COUNTY consents to a shorter timeframe. The STATE shall monitor its request for reports and evaluations to eliminate present and prevent future duplicate requests being sent to the COUNTY.
- 9.4 Federal or State Authority to Review Documents.** Notwithstanding the above, nothing in this Cooperative Agreement shall be construed to limit, modify or extinguish any federal or state legal authority to inspect, audit or have access to any records, financial statements or other reports maintained by the COUNTY or to modify or limit the COUNTY's legal obligation to maintain any record or report required by state or federal statutes, rules or regulations.
- 9.5 Records Security and Access.** Access to and confidentiality of all records and reports shall be maintained in compliance with the applicable federal and state laws, including Minnesota Statutes, Chapter 13. Each party is responsible for compliance with state and federal data privacy laws and agreements.

10. Annual Audit.

- 10.1 Compliance with Single Audit Act.** All sub-recipients receiving \$500,000 or more of federal assistance in a fiscal year will obtain a financial and compliance audit made in accordance with the Single Audit Act, Office of Budget and Management (OMB) Circular A-133. The COUNTY certifies it will comply with the Single Audit Act, OMB Circular A-133, if applicable. Failure to comply with these requirements could result in forfeiture of federal funds.
- 10.2 State Audits.** Under Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the COUNTY and its employees, agents, or subcontractors relevant to this contract will be made available and subject to examination by the STATE, including the contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum of six years from the end of this contract.
- 10.3 Audit Disallowance.**
- 10.3.1 The COUNTY's Liability.** The COUNTY shall be liable for the entire amount of the audit adjustment attributed directly to the COUNTY. If the state receives a federal audit adjustment based on a state-wide random sample, the actual amount of a disallowance against the COUNTY shall be determined pursuant to Minnesota Statutes, section 256.01, subdivision 2 (r).
- 10.3.2 Fiscal Sanction.** No fiscal sanction shall be taken against the COUNTY unless it is based upon a specific law, regulation, rule, administrative instruction, or

program instruction that was: (a) effective during the time period which is being audited, and (b) communicated to the COUNTY head or designee in writing by the STATE or the federal government prior to the time period audited. No state audit adjustment for failure to meet the requirements of Section 3.1 and 3.2 shall be imposed for 60 calendar days after the date the COUNTY receives written notice of the requirement. The STATE may extend the 60-day hold-harmless period upon COUNTY's proof of hardship. The 60 day hold-harmless period is not required if the State has been assessed a federal fiscal penalty because federal law and regulations or court order mandated the requirement and held the State to a more restrictive time period, or the requirement is the result of state law and administrative or court order that imposes a more restrictive time period and the imposition of a state fiscal penalty. These conditions in no way negate the COUNTY's responsibility to implement policies and instructions by their effective dates.

10.4 Audit Adjustments

10.4.1 Audit Adjustment Determination. If, pursuant to an audit under Section 10, it is determined that there is an error in the COUNTY's fiscal and service records for this Cooperative Agreement or previous Cooperative Agreements, the STATE will take steps to recover or otherwise adjust the COUNTY's reimbursement under the Cooperative Agreement. The STATE shall limit the increase or decrease to the audited error and shall confer with the COUNTY before increasing or decreasing the monthly payment for this Cooperative Agreement. The parties may negotiate the timing and amount of the adjustment at the COUNTY's request.

10.4.2 Payment Adjustments. The parties shall attempt to negotiate the timing and payment schedule of any adjustments under this Section. The STATE may adjust subsequent claims for reimbursement by any audit exception or non-compliance exception up to the amount of the exception.

11. Administrative Review. The COUNTY shall be entitled to an administrative review if both of the following occur:

1. The STATE and the COUNTY disagree about the interpretation of any provision of this Cooperative Agreement; and
2. The disagreement concerns: (a) reconciliation of claims and reimbursements (review is through STATE conference); or (b) any financial audit of the COUNTY as described in this Cooperative Agreement (review is through the audit resolution policy); or (c) any compliance review of the County as described in section 8.3; or, (d) any federal audit of the COUNTY or the STATE.

11.1 Review Process. The COUNTY's method of resolving any dispute or controversy arising out of or relating to this Cooperative Agreement shall be the complaint process provided in this subsection. The COUNTY may address a written complaint to the CSD Division Director at the Minnesota Department of Human Services at the following address: CSD Division Director, 444 Lafayette Road North, St. Paul, MN 55155. The CSD Division Director shall respond in writing within ten business days. Time periods may be extended by agreement of the STATE and the COUNTY. If the COUNTY is not satisfied with the response, the COUNTY may request a review of the decision using the process in Section 11.2.

11.2 Administrative Appeal. If the STATE and the COUNTY disagree about the interpretation of any provision of this Cooperative Agreement and a substantial interest of the COUNTY is at risk by an action of the STATE, and the dispute is not resolved in the complaint process described above or in the process described in Section 3.1.1, the COUNTY may then submit the dispute to DHS Division of Contracts, Procurement, and Legal Compliance for administrative appeal.

11.2.1 Notice of Demand for Appeal. Notice of a request for an administrative appeal, along with the written appeal and all supporting documentation must be submitted to the Administrative Law Attorney (ALA) at DHS Division of Contracts, Procurement and Legal Compliance, P.O. Box 64941, 444 Lafayette Road, St. Paul, MN. 55164 within 30 calendar days of the response from the CSD Division Director pursuant to Section 11.1.

11.2.2 Process. The Administrative Law Attorney shall within seven (7) business days forward to the CSD Division Director a copy of the request for appeal and all supporting documentation provided by the COUNTY. The CSD Division Director shall submit a written response within fourteen (14) business days, along with all supporting documentation to the ALA. A copy of the response and all supporting materials must be sent to the COUNTY. The ALA shall make a determination on the basis of the written submissions, statutes and case law if applicable. The ALA shall then recommend to the Commissioner a course of action in the appeal. The Commissioner or designee shall issue an order affirming, reversing, or modifying the action or decision of the STATE. This order is binding upon the COUNTY and the STATE unless an appeal is filed with the district court within 30 calendar days of the Commissioner's order.

11.2.3 Policy Disputes; Limited Reimbursement Guarantee. If the Administrative Law Attorney finds the following conditions exist:

- 1) The policy or decision has state-wide impact;
- 2) The COUNTY has identified a significant issue that poses a significant risk to the COUNTY; and
- 3) The COUNTY agrees to implement the policy or decision if the STATE reduces the risk to the COUNTY;

Then the Administrative law Attorney may make a recommendation to the Commissioner of DHS to direct the reimbursement of direct COUNTY costs, as described below, reasonably related to the legal risk assumed by the COUNTY for complying with the policy or direction.

Direct costs include civil damages, within tort liability limits, the costs of defense in civil litigation, the costs of appeal from district court in family, civil, and criminal cases.

12. General Provisions.

12.1 Non-Discrimination. The COUNTY agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the

employee or applicant for employment is qualified pursuant to Minnesota Statutes, section 363A.02. COUNTY agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.

The COUNTY must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The COUNTY agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship, pursuant to Minnesota Rule 5000.3550.

The COUNTY agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

12.1.1 Notification to employees and other affected parties. The COUNTY agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices will state the rights of applicants and employees, and COUNTY'S obligation under the law to take affirmative action to employ and advance in employment qualified minority persons, women, and persons with disabilities.

The COUNTY will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the COUNTY is bound by the terms of Minnesota Statutes, section 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment minority persons, women, and persons with physical and mental disabilities.

12.1.2 Compliance with Department of Human Rights Statutes. In the event of the COUNTY'S noncompliance with the provisions of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes, section 363A.36, and the rules and relevant orders issued pursuant to the Minnesota Human Rights Act.

12.2 Lobbying Certification. In conformance with federal law, the authorized COUNTY representative must review, sign and return with this Cooperative Agreement either the Certificate Regarding Lobbying form (Attachment C) or the Disclosure of Lobbying Activities (Attachment D).

12.3 Debarment Certification. Debarment by State or Federal Government, or any State or Federal Departments, Commissions, Agencies or Political Subdivisions.

Pursuant to 45 Code of Federal Regulations, section 92.35 and Minnesota Statutes, section 161.315, COUNTY certifies that that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency.

The COUNTY or any subcontractor must provide immediate written notice to the STATE if at any time the COUNTY or subcontractor learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

12.3.1 Subcontractor Debarment. Pursuant to title 45 Code of Federal Regulations, section 92.35, and Minnesota Statutes, section 161.315, the COUNTY must require certifications from its subcontractors that none of its subcontractors is presently debarred or suspended by the State or Federal Government, or any State or Federal Departments, commissions, agencies, or political subdivisions. The COUNTY'S agreement to certify all appropriate subcontractors is a material representation upon which the STATE relies in entering into this Cooperative Agreement. The COUNTY shall provide immediate written notice to the STATE if at any time it learns that any disbarment certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

The COUNTY must use the appropriate certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion in any subcontract, including the Cooperative Arrangement, in which federal money will be or may potentially be used.

Approved Certifications regarding disbarment are Attachment E.

12.4 Prohibition on Weapons. The COUNTY agrees to comply with all terms of the Department of Human Services' policy prohibiting carrying or possessing weapons wherever and whenever the COUNTY is performing services within the scope of this Cooperative Agreement. This policy, which is located at the business location of the STATE and is available to the COUNTY upon request, is incorporated by reference into this contract. Any violations of this policy by the COUNTY or its employees may be grounds for immediate suspension or termination of the Cooperative Agreement.

Unless otherwise directed by judicial district chief justice order, the DHS weapons provision does not apply to county attorneys and assistant county attorneys who are permitted to carry firearms in accordance with Minnesota Statutes, section 388.051, subdivision 4 which states: "*Firearms exemption. Notwithstanding section 626.84, subdivision 2, a county attorney, or an assistant county attorney appointed under section 388.10, who lawfully possesses a permit to carry a pistol issued in accordance with section 624.714 may possess and carry a firearm while on duty, unless restricted by the county attorney.*"

The DHS weapons provision does not apply to peace officers, as defined by Minn. Statutes, section 626.84, carrying or possessing weapons within the scope of their employment.

12.5 Provisions of Services and Programs.

12.5.1 Funding Limitations. Except as provided in state and federal statutes, the COUNTY shall perform the functions and provide the services within the limits of State and COUNTY appropriations used to match State and federal funds.

12.5.2 COUNTY Funding. Nothing in this Cooperative Agreement shall be construed to require the expenditure of COUNTY funds, except as specifically provided herein and authorized by the Governing Board of the COUNTY.

12.5.3 Lawful Power and Duties. Nothing contained in this Cooperative Agreement shall be construed to supersede the lawful power or duties of the COUNTY. The COUNTY shall carry out its responsibilities under the sections of this Cooperative Agreement through its appropriate COUNTY departments.

12.6 Data Disclosure. Under Minnesota Statutes, section 270C.65, subdivision 3, and other applicable law, the COUNTY consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, to the STATE, to federal and state agencies and state personnel involved in the approval and payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the COUNTY to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities. The STATE will not approve this Cooperative Agreement unless these numbers are provided.

12.7 Liability. To the extent provided for in Minnesota Statutes, sections 466.01 to 466.15, the COUNTY agrees to be responsible for any and all claims or causes of action arising from the performance of this Cooperative Agreement by the COUNTY or COUNTY agents and/or employees. This clause shall not be construed to bar any legal remedies the COUNTY may have for the STATE'S failure to fulfill its obligations pursuant to this Cooperative Agreement.

12.8 Voter Registration Requirement. The COUNTY certifies that it will comply with Minnesota Statutes, section 201.162 by providing voter registration services for COUNTY employees and for the public served by the COUNTY.

12.9 Conditions on the Parties' Obligations. This Cooperative Agreement is contingent upon authorization of Minnesota and United States laws and any material amendment or repeal of same affecting relevant funding to, or authority of, the STATE shall serve to terminate this agreement except as further agreed by the parties hereto.

12.10 Governing Law, Jurisdiction and Venue. Minnesota law, without regard to its choice of law provisions, governs this Cooperative Agreement, attachments, and amendments and supplements thereto. Venue for all legal proceedings arising out of this contract, or breach thereof, will be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

12.11 Severability. If any provision of this Cooperative Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Cooperative Agreement shall remain in full force and effect.

12.12 Assignment, Amendments, Waiver, and Cooperative Agreement Complete.

12.12.1 Assignment. The COUNTY may neither assign nor transfer any rights or obligations under this Cooperative Agreement without the prior consent of the STATE and a fully executed Assignment Agreement, approved by the same parties who executed and approved this Cooperative Agreement, or their successors in office.

12.12.2 Amendments. Any amendment to this Cooperative Agreement must be in writing and will not be effective until it has been executed and approved by the same

parties who executed and approved the original Cooperative Agreement, or their successors in office.

12.12.3 Waiver. If the STATE fails to enforce any provision of this Cooperative Agreement, that failure does not waive the provision or STATE'S right to enforce it.

12.12.4 Cooperative Agreement Complete. This Cooperative Agreement contains all negotiations and agreements between the STATE and the COUNTY. No other understanding regarding this Cooperative Agreement, whether written or oral, may be used to bind either party.

12.12.5 Effective Date. The effective date of this Cooperative Agreement for the payment of federal funds is first date of the quarter in which the STATE and the COUNTY obtain all required signatures under Minn. Stat. §16C.05, subd. 2.

IN WITNESS WHEREOF, the STATE and the COUNTY have executed this Agreement as of the day and year first above written.

Signature
COUNTY Executive, Board Chairperson, or Designee
Authorization attached if designee

Date

Signature
Child Support Division
Department of Human Services

Date

NOTE: A COUNTY Board resolution must be attached authorizing and naming a designee if the Executive or Chairperson of the COUNTY does not sign the Cooperative Agreement.

ATTACHMENT B
BUDGET WORKSHEET

IV-D PROGRAM BUDGET					
COUNTY:					
CY: 20					
I. PERSONNEL					
	ITEM	DESCRIPTION	ANNUAL BUDGET: SALARY & FRINGE	FULL-TIME EQUIVALENT	IV-D ALLOWABLE COSTS
a.	SALARY & FRINGE				
			SALARY & FRINGE TOTAL		
II. SERVICES AND CHARGES					
	ITEM	COOPERATING AGENCY / DESCRIPTION	ANNUAL BUDGET	IV-D PERCENTAGE	IV-D ALLOWABLE COSTS
a.	COOPERATIVE ARRANGEMENT-COUNTY ATTORNEY	COUNTY ATTORNEY / ATTORNEY			
b.	COOPERATIVE ARRANGEMENT-COUNTY SHERIFF	COUNTY SHERIFF / SHERIFF			
c.	PATERNITY EXPENDITURES				
d.	OTHER ELIGIBLE SERVICES AND CHARGES				
			SERVICES AND CHARGES TOTAL		
III. DIRECT COSTS					
	ITEM	DESCRIPTION	ANNUAL BUDGET	IV-D PERCENTAGE	IV-D ALLOWABLE COSTS
a.	SUPPLIES & MATERIALS				
b.	CAPITAL OUTLAY				
c.	OTHER EXPENDITURES				
			DIRECT COSTS TOTAL		
IV. INDIRECT COSTS					
	ITEM	DESCRIPTION	ANNUAL BUDGET	IV-D PERCENTAGE	IV-D ALLOWABLE COSTS
a.	HUMAN SERVICES AT OR WITH ADMINISTRATION				
b.	HUMAN SERVICES AT COUNTY WIDE ADMINISTRATION				
			INDIRECT COSTS TOTAL		
V. IV-D PROGRAM BUDGET TOTAL					
			IV-D ALLOWABLE COSTS TOTAL		

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By _____
(Signature of Official Authorized to Sign Application)

Date: _____

For: AITKIN COUNTY HEALTH & HUMAN SERVICES
Name of Provider

CHILD SUPPORT UNIT
Title of Program

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

ATTACHMENT D
Approved by OMB
0348-0046
(Reproduced by DCF)

1. Type of Federal Action: <input type="checkbox"/> a. cooperative agreement <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal STATE/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):	10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Tele. No.: _____ Date: _____	

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

0348-0046
(cont.)

Reporting Entity: _____ Page _____ of _____

INSTRUCTIONS FOR COMPLETION OF SF- LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonable expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the prospective lower tier participant (subcontractor) must certify the following, as required by the regulations implementing Executive Order 12549.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 Code of Federal Regulations, part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 Code of Federal Regulations, part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Access to State Court Computer System

The State Court system is moving toward a new court computer system. Our Child Support Unit has had access to their current system for a number of years now for the purposes of location, enforcement, and court calendars. They are now eligible to enroll for access to the Court's new system for the same reasons, plus the new system will be used for E-filing/E-Serving as that gets going. In addition, the new system will allow Child Support to print documents directly from the computer rather than requiring requests to Court Administration.

In order to gain access, the Court requires the Agency sign the Master Subscriber Agreement and provide proof that the Agency Director is authorized to sign that Agreement for computer access. Many of the counties in northern Minnesota have provided proof of this in the form of a Resolution passed by their County Board.

ADOPTED December 22, 2015

COMMISSIONER _____ offered the following resolution and moved for its adoption:

RESOLUTION

MASTER SUBSCRIBER AGREEMENT FOR MINNESOTA COURT DATA SERVICES FOR GOVERNMENTAL AGENCIES

WHEREAS, the County of Aitkin desires to improve efficiencies through participating in a more efficient court process with the Minnesota Judicial Branch; and,

WHEREAS, as the Minnesota Judicial Branch moves towards a more efficient court process, the eCourtMN initiative is committed to ensuring the non-court governmental agencies have the appropriate access to court records and documents; and,

WHEREAS, the County of Aitkin desires to subscribe to Minnesota Court Data Services Program.

NOW, THEREFORE, BE IT RESOLVED that the Aitkin Board of Commissioners approves and authorizes Thomas Burke, Director of Aitkin County Health & Human Services to sign the Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies.

WHICH RESOLUTION, Being seconded by Commissioner _____, and it was declared adopted upon the following vote:

Commissioners present: _____ Vote results: _____

Mark Wedel, Chairperson, Aitkin County Board of Commissioners

(Attest)

Anne Marcotte, Aitkin County Commissioner

Brian Napstad, Aitkin County Commissioner

Don Niemi, Aitkin County Commissioner

Laurie Westerlund, Aitkin County Commissioner

Dated at Aitkin, Minnesota, the 22nd day of December 2015.

I, Kirk Peysar, County Auditor of Aitkin County, Minnesota, do hereby certify that the foregoing is a true and correct copy of the Stepping Up Initiative Resolution by the County Board of Aitkin County, Minnesota, at the regular meeting held on the 22nd day of December 2015.

County Auditor, Aitkin County, Minnesota

Dated : _____

MASTER SUBSCRIBER AGREEMENT FOR MINNESOTA COURT DATA SERVICES FOR GOVERNMENTAL AGENCIES

THIS AGREEMENT is entered into by and between
AITKIN COUNTY HEALTH & HUMAN SERVICES _____,
(Government Subscriber Name)

of 204 1ST STREET NW, AITKIN, MN 564531 _____,
(Government Subscriber Address)

(hereinafter "Government Subscriber") and THE STATE OF MINNESOTA
Office of State Court Administration _____,

of 25 Rev. Dr. Martin Luther King Jr. Blvd. St. Paul, Minnesota 55155 _____,

(hereinafter "the Court").

Recitals

The Court offers Court Data Services, as defined herein, to Minnesota Government Subscribers as authorized by the Rules of Public Access and Court Order. The Court Data Services are offered to Government Subscribers as governmental units and are offered solely for certain governmental use as permitted herein. Government Subscriber desires to use Court Data Services, and the Court desires to provide the same, to assist Government Subscriber in the efficient performance of its governmental duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.

Court Data Services are defined in the Definitions section of this Agreement and may involve a one-way or two-way transmission of information between the parties, some of which may include court information that is not accessible to the public pursuant to the Rules of Public Access and which may not be disclosed by Government Subscriber without the prior approval of the appropriate court or record custodian. Government Subscriber agrees herein to limit its access to and use of Court Records and Court Documents through Court Data Services to the Government Subscriber's "Legitimate Governmental Business Need" as defined herein.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Court and Government Subscriber agree as follows:

1. TERM; TERMINATION; ONGOING OBLIGATIONS.

1.1 Term. This Agreement shall be effective on the date executed by the Court and shall remain in effect according to its terms.

1.2 Termination.

1.2.1 Either party may terminate this Agreement with or without cause by giving written notice to the other party. The effective date of the termination shall be thirty (30) days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. Termination of this Agreement pursuant to Clause 4.5 shall be effective immediately and may occur without prior notice to Government Subscriber.

1.2.2 The provisions of Clauses 5, 6, 8, 9, 10, 12.2, 12.3 and 15 through 24 shall survive any termination of this Agreement, as shall any other provisions that by their nature are intended or expected to survive such termination. Upon termination, the Government Subscriber shall perform the responsibilities set forth in paragraph 8.6 hereof.

1.3 Subsequent Agreement. This Agreement may be superseded by a subsequent agreement between the parties.

2. DEFINITIONS.

2.1 “Agency Account Manager” means the Government Subscriber employee assigned with the tasks of: (1) being the point of contact for communications between Government Subscriber and the Court; (2) maintaining a current list Government Subscriber's Individual Users and their signed User Acknowledgment Forms and promptly notifying the Court when Government Subscriber's Individual Users with individual logins should have accounts added or deleted; (3) reporting violations of this agreement by Government Subscriber's Individual Users and steps taken to remedy violations to the Court.

2.2 “Court Data Services” means one or more of the following services and includes any additional or modified services identified as such on the Justice Agency Resource webpage of the Minnesota Judicial Branch website, which is currently www.mncourts.gov, or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates:

2.2.1 “Bulk Data Delivery” means the electronic transmission of Court Records in bulk form from the Court to the Government Subscriber, from one or more of the Court's databases and through any means of transmission, as described in applicable Policies & Notices and materials referenced therein.

2.2.2 “Court Integration Services” means pre-defined automated transmissions of i) Court Records from the Court's computer systems to Government Subscriber's computer systems; and/or ii) Government Subscriber Records from the Government Subscriber's computer systems to the Court's computer systems; on a periodic basis or as triggered by pre-determined events, as described in applicable Policies & Notices and materials referenced therein.

2.2.3 “MNCIS Login Accounts” means a digital login account created for and provided to the Government Subscriber for online access to and use of Court Records and Court Documents maintained by the Minnesota Court

Information System (“MNCIS”), as described in applicable Policies & Notices and materials referenced therein.

- 2.3 “Court Data Services Databases”** means any databases and the data therein, used as a source for Court Data Services, together with any documentation related thereto, including without limitation descriptions of the format or contents of data, data schemas, and all related components.
- 2.4 “Court Data Services Programs”** means any computer application programs, routines, transport mechanisms, and display screens used in connection with Court Data Services, together with any documentation related thereto.
- 2.5 “Court Records”** means all information in any form made available by the Court and/or its affiliates to Government Subscriber for the purposes of carrying out this Agreement, including:
- 2.5.1 “Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information and Court Documents, as defined herein.
- 2.5.2 “Court Confidential Case Information”** means any information in the Court Records (including Court Documents) that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- 2.5.3 “Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- 2.5.4 “Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.
- 2.5.5 “Court Documents”** means electronic images of documents that are part of or included in a court file.
- 2.6 “DCA”** means the District Court Administrator pursuant to Minnesota Statutes, section 485.01.
- 2.7 “Government Subscriber Records”** means any information in any form made available by the Government Subscriber to the Court and/or its affiliates for the purposes of carrying out this Agreement.
- 2.8 “Government Subscriber’s Individual Users”** means Government Subscriber’s employees or independent contractors whose use or access of Court Data Services,

as well as the access, use and dissemination of Court Records (including Court Documents), is necessary to effectuate the purposes of this Agreement.

- 2.9** “**Legitimate Governmental Business Need**” means a requirement, duty or obligation for the efficient performance of governmental tasks or governmental responsibilities and as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.
- 2.10** “**Policies & Notices**” means the policies and notices published by the Court and/or its affiliates in connection with each of its Court Data Services, on a website or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates. Policies & Notices for each Court Data Service, hereby made part of this Agreement by reference, provide additional terms and conditions that govern Government Subscriber’s use of such services, including but not limited to provisions on fees, access and use limitations, and identification of various third party applications, such as transport mechanisms, that Government Subscriber may need to procure separately to use Court Data Services.
- 2.11** “**Rules of Public Access**” means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court and/or the SCAO entitled “Limits on Public Access to Case Records” or “Limits on Public Access to Administrative Records,” all of which by this reference are made a part of this Agreement. It is the obligation of Government Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. Such rules, lists, and tables are posted on the main website for the Court, for which the current address is www.mncourts.gov.
- 2.12** “**SCAO**” means the State of Minnesota, State Court Administrator's Office.
- 2.13** “**This Agreement**” means this Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies, including all Exhibits, Policies & Notices, and other documents referenced, attached to, or submitted or issued hereunder.
- 2.14** “**Trade Secret Information of SCAO and its licensors**” is defined in sections 8.1, 8.2 and 8.4 of this Agreement.
- 2.15** “**User Acknowledgement Form**” means the form signed by Government Subscriber’s Individual Users to confirm in writing that the Individual User has read and understands the requirements and restrictions in this Agreement (Exhibit A).
- 3. DATA ACCESS SERVICES PROVIDED TO GOVERNMENT AGENCY.** Following execution of this Agreement by both parties, Government Subscriber will be offered access to the Court Records (including Court Documents) described in the Government Subscriber Access Chart, which is posted on the Policies & Notices.

4. AUTHORIZED ACCESS, USE, AND DISSEMINATION OF COURT DATA SERVICES AND COURT RECORDS LIMITED; TRAINING; VIOLATIONS; SANCTIONS.

4.1 Authorized Access to Court Data Services and Court Records.

- 4.1.1 Government Subscriber and Government Subscriber's Individual Users shall access only the Court Data Services and Court Records (including Court Documents) necessary for a Legitimate Governmental Business Need.
- 4.1.2 The access of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.
- 4.1.3 Government Subscriber and Government Subscriber's Individual Users shall not access or attempt to access Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

4.2 Authorized Use of Court Data Services and Court Records.

- 4.2.1 Government Subscriber and Government Subscriber's Individual Users shall use the Court Data Services and Court Records (including Court Documents) accessed only for a Legitimate Governmental Business Need and according to the instructions provided in corresponding Policies & Notices or other materials.
- 4.2.2 The use of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.
- 4.2.3 Government Subscriber and Government Subscriber's Individual Users shall not use or attempt to use Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

4.3 Dissemination of Court Records. Government Subscriber and Government Subscriber's Individual Users shall not share the Court Records (including Court Documents) accessed and data therefrom with third parties and other individuals other than as needed to further a Legitimate Governmental Business Need.

4.4 Training. Government Subscriber shall provide Government Subscriber's Individual Users training in the proper access, use, and dissemination of Court Records (including Court Documents).

4.5 Violations.

- 4.5.1 The access, use, or dissemination of Court Data Services or Court Records (including Court Documents) beyond what is necessary for a Legitimate

Governmental Business Need by Government Subscriber or Government Subscriber's Individual Users is a violation of this Agreement. The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal use is a violation of this Agreement.

4.5.2 Any violation pursuant to Clause 4.5.1, or any unauthorized or attempted access, use or dissemination of Court Data Services, Court Records or Court Documents by Government Subscriber or Government Subscriber's Individual Users shall be grounds for the Court to impose sanctions as described in Clause 4.6 and to terminate this Agreement without prior notice to Government Subscriber and/or Government Subscriber's Individual Users.

4.6 Sanctions.

4.6.1 Sanctions for a violation pursuant to Clause 4.5.1 may be imposed upon a Government Subscriber and/or Government Subscriber's Individual Users and may include the suspension of access or termination of access for Government Subscriber and/or Government Subscriber's Individual Users.

4.6.2 If the Court decides to terminate the access for Government Subscriber and/or Government Subscriber's Individual Users, the Court shall notify the affected party in writing. The termination shall be effective immediately. Prior notice to Government Subscriber and/or Government Subscriber's Individual Users is not required. Reinstatement of the access shall only be upon the written direction of the Court.

5. GUARANTEES OF CONFIDENTIALITY. Government Subscriber agrees:

5.1 To not disclose Court Confidential Information to any third party except where necessary to carry out the Government Subscriber's Legitimate Governmental Business Need as defined in this Agreement.

5.2 To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Government Subscriber's obligations under this Agreement.

5.3 To limit the use of and access to Court Confidential Information to Government Subscriber's Individual Users. Government Subscriber shall advise Government Subscriber's Individual Users of the restrictions upon access, use and disclosure contained in this Agreement, requiring each Government Subscriber's Individual User to acknowledge in writing that the individual has read and understands such restrictions. Government Subscriber's Individual Users shall sign the User Acknowledgment Form (Exhibit A) before accessing Court Data Services.

5.4 That, without limiting Clause 1 of this Agreement, the obligations of Government Subscriber and Government Subscriber's Individual Users with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Agreement and the termination of their relationship with Government Subscriber.

- 5.5 That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Government Subscriber and Government Subscriber's Individual Users under this Agreement, such obligations of Government Subscriber and Government Subscriber's Individual Users are founded independently on the provisions of this Agreement.
- 5.6 That, a violation of Government Subscriber's agreements contained in this Clause 5, or a violation of those same agreements by Government Subscriber's Individual Users, shall be grounds for the Court to terminate this agreement and Government Subscriber and/or Government Subscriber's Individual Users access to Court Data Services and Court Records (including Court Documents).
6. **APPLICABILITY TO COURT CASE INFORMATION PROVIDED UNDER LEGAL MANDATE AND PREVIOUSLY DISCLOSED COURT RECORDS AND COURT DOCUMENTS.** Subscriber acknowledges and agrees:
- 6.1 **Court Case Information Provided Under Legal Mandate.** When the Court is required to provide Government Subscriber with Court Case Information under a legal mandate and the provision of such data by the Court is not optional or otherwise left to the discretion of the Court, for example in the case of a state statutory reporting requirement, the provisions of this Agreement that govern or restrict Government Subscriber's access to and use of Court Case Information do not apply to the specific data elements identified in the legal mandate, but remain in effect with respect to all other Court Case Information provided by the Court to Government Subscriber. All other provisions of this Agreement remain in full effect, including, without limitation, provisions that govern or restrict Government Subscriber's access to and use of Court Confidential Security and Activation Information.
- 6.2 **Previously Disclosed Court Records and Court Documents.** Without limiting section 6.1, all Court Records and Court Documents disclosed to Government Subscriber prior to the effective date of this Agreement shall be subject to the provisions of this Agreement.
7. **ACKNOWLEDGMENT BY INDIVIDUALS WITH ACCESS TO COURT RECORDS UNDER THIS AGREEMENT.**
- 7.1 **Requirement to Advise Government Subscriber's Individual Users.** To affect the purposes of this Agreement, Government Subscriber shall advise each of Government Subscriber's Individual Users who are permitted to use and/or access Court Data Services and Court Records (including Court Documents) under this Agreement of the requirements and restrictions in this Agreement.
- 7.2 **Required Acknowledgement by Government Subscriber's Individual Users.**
- 7.2.1 Government Subscriber shall require each of Government Subscriber's Individual Users to sign the User Acknowledgement Form (Exhibit A).
- 7.2.2 The User Acknowledgement Forms of current Government Subscriber's Individual Users must be obtained prior to submitting this Agreement to the

Court for approval and shall accompany the submission of this Agreement for approval.

7.2.3 Until the User Acknowledgement Form required in Clause 7.2.1 is signed, a Government Subscriber's Individual User is prohibited from accessing, using or disseminating Court Data Services and Court Records (including Court Documents). The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by a Government Subscriber's Individual User that has not completed a User Acknowledgement Form as required in Clause 7.2.1 is a violation of this Agreement.

7.2.4 Government Subscriber shall keep all such written User Acknowledgment Forms on file while this Agreement is in effect and for one (1) year following the termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such acknowledgements upon request to the Agency Account Manager.

7.2.5 The User Acknowledgment Forms are incorporated herein by reference.

8. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Agreement, subject to the terms and conditions hereof, the Court, with the permission of the SCAO, hereby grants to Government Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive Court Records (including Court Documents). SCAO and the Court reserve the right to make modifications to the Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Government Subscriber. These modifications shall be treated in all respects as their previous counterparts.

8.1 Court Data Services Programs. SCAO is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of SCAO and its licensors.

8.2 Court Data Services Databases. SCAO is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of SCAO and its licensors.

8.3 Marks. Government Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

8.4 Restrictions on Duplication, Disclosure, and Use.

8.4.1 Trade secret information of SCAO and its licensors will be treated by Government Subscriber in the same manner as Court Confidential

Information. In addition, Government Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of SCAO or its licensors, in any way or for any purpose not specifically and expressly authorized by this Agreement. As used herein, "trade secret information of SCAO and its licensors" means any information possessed by SCAO which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of SCAO and its licensors" does not, however, include information which was known to Government Subscriber prior to Government Subscriber's receipt thereof, either directly or indirectly, from SCAO or its licensors, information which is independently developed by Government Subscriber without reference to or use of information received from SCAO or its licensors, or information which would not qualify as a trade secret under Minnesota law.

8.4.2 It will not be a violation of Clause 8.4 for Government Subscriber to make up to one (1) copy of training materials and configuration documentation for each individual authorized to access, use, or configure Court Data Services, solely for its own use in connection with this Agreement.

8.4.3 Government Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of SCAO and its licensors and Government Subscriber will advise Government Subscriber's Individual Users who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of SCAO and its licensors, of the restrictions upon duplication, disclosure and use contained in this Agreement.

8.5 Proprietary Notices. Government Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of SCAO and its licensors, or any part thereof, made available by SCAO or the Court, and Government Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of SCAO and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Government Subscriber by SCAO or the Court, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

8.6 Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, made available by the Court and SCAO to Government Subscriber hereunder, and all copies, including partial copies, thereof are and remain the property of the respective licensor. Within ten days of the effective date of termination of this Agreement, Government Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration

materials, if any, and logon account information; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

- 8.7 Reasonable Security Measures.** The Court may add reasonable security measures including, but not limited to, a time-out feature, to Court Data Services Programs.
- 9. INJUNCTIVE RELIEF; LIABILITY.** Government Subscriber acknowledges that the Court, SCAO, SCAO's licensors, and DCA will be irreparably harmed if Government Subscriber's obligations under this Agreement are not specifically enforced and that the Court, SCAO, SCAO's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Government Subscriber of its obligations. Therefore, Government Subscriber agrees that the Court, SCAO, SCAO's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Government Subscriber or Government Subscriber's Individual Users without the necessity of the Court, SCAO, SCAO's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Government Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Government Subscriber shall be liable to the Court, SCAO, SCAO's licensors, and DCA for reasonable attorney's fees incurred by the Court, SCAO, SCAO's licensors, and DCA in obtaining any relief pursuant to this Agreement.
- 10. COMPROMISE LIABILITY.** Government Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Government Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Government Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law.
- 11. AVAILABILITY.** Specific terms of availability shall be established by the Court and set forth in the Policies & Notices. The Court reserves the right to terminate this Agreement immediately and/or temporarily suspend Government Subscriber's approved Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system. Monthly fees, if any, shall be prorated only for periods of suspension or upon termination of this Agreement.
- 12. ADDITIONAL USER OBLIGATIONS.** The obligations of the Government Subscriber set forth in this section are in addition to the other obligations of the Government Subscriber set forth elsewhere in this Agreement.
- 12.1 Judicial Policy Statement.** Government Subscriber agrees to comply with all policies identified in applicable Policies & Notices. Upon failure of the Government Subscriber to comply with such policies, the Court shall have the option of immediately suspending or terminating the Government Subscriber's Court Data Services on a temporary basis and/or immediately terminating this Agreement.

12.2 Access and Use; Log.

- 12.2.1 Government Subscriber shall be responsible for all access to and use of Court Data Services and Court Records (including Court Documents) by Government Subscriber's Individual Users or by means of Government Subscriber's equipment or passwords, whether or not Government Subscriber has knowledge of or authorizes such access and use.
- 12.2.2 Government Subscriber shall also maintain a log identifying all persons to whom Government Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Government Subscriber shall maintain such logs while this Agreement is in effect and for a period of one (1) year following termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such logs upon request.
- 12.2.3 Government Subscriber, through the Agency Account Manager, shall promptly notify the Court when Government Subscriber's Individual Users with individual logins should have accounts added or deleted. Upon Government Subscriber's failure to notify the Court of these changes, the Court may terminate this Agreement without prior notice to Government Subscriber.
- 12.2.4 The Court may conduct audits of Government Subscriber's logs and use of Court Data Services and Court Records (including Court Documents) from time to time. Upon Government Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Agreement without prior notice to Government Subscriber.

12.3 Personnel. Government Subscriber agrees to investigate (including conducting audits), at the request of the Court, allegations of misconduct pertaining to Government Subscriber's Individual Users having access to or use of Court Data Services, Court Confidential Information, or trade secret information of the SCAO and its licensors where such persons violate the provisions of this Agreement, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records. Government Subscriber, through the Agency Account Manager, agrees to notify the Court of the results of such investigation, including any disciplinary actions, and of steps taken to prevent further misconduct. Government Subscriber agrees to reimburse the Court for costs to the Court for the investigation of improper use of Court Data Services, Court Records (including Court Documents), or trade secret information of the SCAO and its licensors.

13. FEES AND INVOICES. Applicable monthly fees commence ten (10) days after notice of the Court's approval of this Agreement or upon the initial Government Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the State shall invoice Government Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within thirty (30) days of the date of the invoice, the Court may immediately cancel this Agreement without notice to Government Subscriber and pursue all available legal remedies. Government Subscriber certifies that

funds have been appropriated for the payment of charges under this Agreement for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. SCAO may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty (30) days from the publication of the Policies & Notices. Government Subscriber shall have the option of accepting such changes or terminating this Agreement as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

15.1 WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

15.2 ACCURACY, COMPLETENESS AND AVAILABILITY OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS. THE COURT IS NOT LIABLE FOR ANY COURT RECORDS OR COURT DOCUMENTS NOT AVAILABLE THROUGH COURT DATA SERVICES DUE TO COMPUTER OR NETWORK MALFUNCTION, MISTAKE OR USER ERROR.

16. RELATIONSHIP OF THE PARTIES. Government Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, SCAO, SCAO'S licensors, or DCA. Neither Government Subscriber nor the Court, SCAO, SCAO'S licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in Clause 2 regarding notices of or modifications to Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding notices of or modification of fees, any notice to Court or Government Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by either Party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. **FORCE MAJEURE.** Neither party shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.
20. **SEVERABILITY.** Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.
21. **ASSIGNMENT AND BINDING EFFECT.** Except as otherwise expressly permitted herein, neither Party may assign, delegate and/or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any corporation or other legal entity into, by or with which Government Subscriber may be merged, acquired or consolidated or which may purchase the entire assets of Government Subscriber.
22. **GOVERNING LAW.** This Agreement shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.
23. **VENUE AND JURISDICTION.** Any action arising out of or relating to this Agreement, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Government Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.
24. **INTEGRATION.** This Agreement sets forth the entire Agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior representations, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter. Except as otherwise expressly provided in Clause 2 regarding Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding fees, any amendments or modifications to this Agreement shall be in writing signed by both Parties.
25. **MINNESOTA DATA PRACTICES ACT APPLICABILITY.** If Government Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Government Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (*see* section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(c) requires that Government Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided under this Agreement; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Agreement, intending to be bound thereby.

1. GOVERNMENT SUBSCRIBER
Government Subscriber must attach documented verification of authority to sign on behalf of and bind the entity (“Master Subscriber Agreement Signing Authority”), such as a council resolution, board authority or legally binding decision maker, and attach same as Exhibit B.

2. THE COURT

By _____
(SIGNATURE)

By _____
(SIGNATURE)

Date _____

Date _____

Name (typed) _____

Title CIO/Director

Title _____

Information Technology
Division of State Court
Administration

Office _____

Office _____

3. Form and execution approved
for Court by:

By: _____
(SIGNATURE)

Title: Staff Attorney - Legal Counsel Division

Date: _____

2016

**HEALTH & HUMAN SERVICES
BOARD MEETING DATES**

JANUARY	26
FEBRUARY	23
MARCH	22
APRIL	26
MAY	24
JUNE	28
JULY	26
AUGUST	23
SEPTEMBER	27
OCTOBER	25
NOVEMBER	22
DECEMBER	27

Aitkin County Health & Human Services

Financial Statement

	Actual Jan-15	Actual Feb-15	Actual Mar-15	Actual Apr-15	Actual May-15	Actual Jun-15	Actual Jul-15
Income:							
Tax Levy						1,133,384.45	
CPA and In Lieu						2,591.32	9,400.97
State Revenue	1,939.91	40,539.90	105,579.99	22,407.63	77,415.42	107,442.28	314,926.78
Federal Revenue	74,142.95	239,019.53	228,357.04	105,297.74	244,877.96	203,055.99	85,954.52
Revenue From Third Party	10,836.27	20,079.03	25,971.09	21,408.59	27,152.59	20,038.25	17,468.28
Misc. Revenue	24,781.43	20,058.61	19,601.81	15,277.69	16,245.43	10,730.78	26,321.48
Total:	111,700.56	319,697.07	379,509.93	164,391.65	365,691.40	1,477,243.07	454,072.03
Expenditures:							
Payments to Recipients	108,337.55	151,614.51	121,965.73	190,417.54	118,409.50	136,146.50	156,682.83
Salaries and Fringes	346,067.82	301,340.14	304,812.06	315,453.61	434,268.87	315,075.06	325,829.96
Services, Charges and Fees	34,946.78	31,070.50	24,034.29	28,148.57	30,348.07	16,650.61	37,554.58
Travel and Insurance	46,931.08	3,721.12	6,403.80	6,475.62	5,068.18	3,584.84	4,493.19
Supplies and Small Equipment	2,089.92	3,019.98	2,988.67	13,267.81	8,759.37	3,835.32	5,663.26
Capital Outlay	-	-	-	-	735.63	4,155.77	2,098.22
Misc Expense, Pass Thru	3,564.28	36,736.35	5,999.28	35,049.48	4,801.98	8,047.75	26,018.20
Total:	541,937.43	527,502.60	466,203.83	588,812.63	602,391.60	487,495.85	558,340.24
Final Totals:	(430,236.87)	(207,805.53)	(86,693.90)	(424,420.98)	(236,700.20)	989,747.22	(104,268.21)

Cash Balance as of 12/2014

4,959,306.03

Cash Balance as of 12/2015

4,216,413.03

	Actual Aug-15	Actual Sep-15	Actual Oct-15	Actual Nov-15	Actual Dec-15
Income:					
Tax Levy	-	-	-	772,884.64	
CPA and In Lieu	66,478.31	1,430.60	15,611.50	52,715.99	
State Revenue	78,666.05	109,486.82	5,867.00	81,723.05	
Federal Revenue	271,019.23	177,075.95	39,562.00	223,988.14	
Revenue From Third Party	25,089.61	21,336.33	19,500.20	25,531.31	
Misc. Revenue	101,387.32	7,470.57	11,307.39	76,871.20	1,141.70
Total:	542,640.52	316,800.27	91,848.09	1,233,714.33	1,141.70
Expenditures:					
Payments to Recipients	107,150.04	103,469.41	246,001.05	155,162.36	94,739.87
Salaries and Fringes	295,002.97	309,506.27	429,733.55	300,288.35	257,552.61
Services and Charges	25,373.89	21,404.02	44,612.15	15,304.07	18,225.52
Travel and Insurance	3,696.11	5,201.76	4,970.62	4,874.37	2,906.02
Office Supplies	9,304.90	11,173.57	30,851.66	7,517.00	7,100.10
Capital Outlay	301.91	-	13,930.98	-	17,260.00
Misc Expense & Pass Thru	11,351.83	4,550.79	7,246.28	4,082.50	2,795.00
Total:	452,181.65	455,305.82	777,346.29	487,228.65	400,579.12
Final Totals:	90,458.87	(138,505.55)	(685,498.20)	746,485.68	(399,437.42)

	YTD 2015	ACTUAL 2014	ACTUAL 2013	ACTUAL 2012	ACTUAL 2011	ACTUAL 2010	ACTUAL 2009
Income:							
Tax Levy	1,906,269.09	1,888,236.54	2,470,279.73	2,445,757.88	2,345,969.16	2,333,865.63	2,340,935.73
CPA and In Lieu	148,228.69	270,042.48	314,823.94	131,275.60	236,240.57	235,223.92	321,690.72
State Revenue	945,994.83	881,136.72	686,350.95	723,462.02	736,864.33	611,120.93	632,506.88
Federal Revenue	1,892,351.05	2,168,615.65	2,136,553.41	2,161,389.09	2,120,681.67	2,225,918.50	2,266,036.42
Revenue From Third Party	234,411.55	207,345.61	216,749.43	204,217.36	163,265.77	126,077.60	-
Misc. Revenue	331,195.41	315,012.26	359,291.46	451,663.65	446,320.68	541,300.99	575,677.90
Total:	5,458,450.62	5,730,389.26	6,184,048.92	6,117,765.60	6,049,342.18	6,073,507.57	6,136,847.65
Expenditures:							
Payments to Recipients	1,690,096.89	1,635,620.50	1,417,258.22	1,604,608.63	1,729,427.71	1,862,889.86	1,818,277.01
Salaries and Fringes	3,934,931.27	3,664,934.15	3,425,848.90	3,516,455.12	3,602,677.75	3,585,784.86	3,658,299.47
Services and Charges	327,673.05	336,723.19	423,064.32	397,600.22	271,548.15	305,453.93	295,501.81
Travel and Insurance	98,326.71	143,562.07	89,679.42	87,885.39	96,969.42	107,221.46	125,924.90
Office Supplies	105,571.56	73,198.58	61,402.17	33,369.33	61,209.60	56,501.21	52,262.98
Capital Outlay	38,482.51	31,266.36	52,492.10	120,759.15	23,482.25	33,649.79	68,997.74
Misc Expense & Pass Thru	150,243.72	180,413.58	184,722.83	168,640.01	96,521.72	123,123.15	142,355.79
Total:	6,345,325.71	6,065,718.43	5,654,467.96	5,929,317.85	5,881,836.60	6,074,624.26	6,161,619.70
Final Totals:	(886,875.09)	(335,329.17)	529,580.96	188,447.75	167,505.58	(1,116.69)	(24,772.05)

ACTUAL 2008	ACTUAL 2007	ACTUAL 2006
2,409,856.71	2,303,196.53	1,817,723.90
303,462.53	389,866.09	312,877.69
936,661.64	790,366.43	905,921.06
2,031,189.00	2,013,560.50	1,993,226.16
-	-	-
608,372.74	568,060.27	484,763.05
6,289,542.62	6,065,049.82	5,514,511.86
1,729,049.89	1,827,333.49	1,858,630.93
3,300,291.25	3,091,358.49	2,911,440.42
327,685.72	271,589.87	281,345.91
125,736.88	91,625.96	96,293.29
79,742.17	63,677.05	65,267.30
35,484.07	24,380.79	40,048.96
133,526.22	148,157.71	145,866.15
5,731,516.20	5,518,123.36	5,398,892.96
558,026.42	546,926.46	115,618.90

AITKIN COUNTY FOSTER CARE

2001	\$840,674.02	116	2004	\$1,054,034.05	76	2007	\$818,453.02	75
2002	\$927,493.49	94	2005	\$911,374.91	69	2008	\$834,511.73	63
2003	\$1,210,524.55	81	2006	\$847,823.25	73	2009	\$950,273.21	64

	2010	2011	2012	2013	2014	2015		
JAN	\$73,496.04	\$78,312.32	\$59,278.73	\$52,334.43	\$38,575.68	\$23,366.04		
FEB	\$82,467.05	\$82,982.51	\$78,783.86	\$50,122.31	\$35,579.24	\$79,173.07		
MARCH	\$75,000.60	\$61,384.45	\$89,386.88	\$44,070.76	\$24,095.99	\$65,772.03		
APRIL	\$79,548.43	\$69,570.36	\$101,195.78	\$52,651.49	\$71,994.81	\$61,777.07		
MAY	\$77,811.48	\$73,398.62	\$70,140.91	\$49,124.55	\$42,970.74	\$36,507.59		
JUNE	\$99,039.56	\$92,735.90	\$79,654.30	\$51,198.58	\$68,481.80	\$64,662.37		
JULY	\$74,466.67	\$63,530.39	\$68,929.00	\$59,525.43	\$53,313.73	\$42,002.03		
AUG	\$97,571.86	\$77,971.22	\$67,386.62	\$50,216.24	\$48,392.38	\$43,259.96		
SEPT	\$70,427.32	\$65,924.31	\$66,615.87	\$51,396.77	\$85,339.33	\$57,491.68		
OCT	\$89,100.75	\$83,971.03	\$45,407.15	\$47,334.14	\$44,448.43	\$39,680.49		
NOV	\$76,359.06	\$78,148.23	\$45,889.63	\$38,819.46	\$65,747.77	\$59,096.28		
DEC	\$75,599.03	\$58,313.77	\$43,359.27	\$44,200.11	\$49,814.80	\$53,636.94		
TOTAL	\$970,887.85	\$886,243.11	\$816,028.00	\$590,994.27	\$628,754.70	\$626,425.55	\$0.00	\$0.00
CHILDREN	57	56	49	50	53			
	\$970,887.85	(\$84,644.74)	(\$70,215.11)	(\$225,033.73)	\$37,760.43	(\$2,329.15)		
	Increase	Decrease	Decrease	Decrease	Increase			
	from 2009	from 2010	from 2011	from 2012	from 2013			

2013 Foster Care Breakdown

Child Shelter	\$4,194.22
Treatment Foster	\$79,138.00
Child Foster Care	\$ 252,908.55
Rule 8 FC	\$7,305.55
Corrections	\$ 188,405.85
Electronic Monitor	\$2,904.00
Rule 5	\$58,405.55
Respite	\$2,358.48
Child Care	\$718.00
Health Services	\$110.87
Transportation	<u>\$14,128.68</u>
Total	\$610,577.75

2014 Foster Care Breakdown

Child Shelter	\$1,968.00
Treatment Foster	\$35,417.88
Child Foster Care	\$ 185,255.82
Rule 8 FC	\$987.57
Corrections	\$ 360,963.39
Extended FC	\$100.00
Rule 5	\$119,466.26
Respite	\$918.50
Child Care	\$591.50
Health Services	\$2,606.51
Transportation	<u>\$9,790.44</u>
Total	\$718,065.87

2015 Foster Care Breakdown Year to Date

Child Shelter	\$1,071.16
Treatment Foster	\$26,817.96
Child Foster Care	\$ 252,855.13
Rule 8 FC	\$35,955.06
Corrections	\$ 169,619.56
Extended FC	
Rule 5	\$144,415.33
Respite	\$5,765.40
Child Care	\$4,494.95
Health Services	\$3,108.03
Transportation	<u>\$7,612.96</u>
Total	\$651,715.54

2012 Foster Care Reimbursement

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

2013 Foster Care Reimbursement

IV-E	\$105,518.00
Rule 5	\$8,501.46
Recoveries	\$126,112.23
Total	\$240,131.69

2014 Foster Care Reimbursement

IV-E	\$79,352.00
Rule 5	\$27,823.14
Recoveries	\$65,771.13
Total	\$172,946.27

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

Recoveries may be collected long after child has left placement.

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

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

Recoveries may be collected long after child has left placement.

IV-E and Rule 5 equals what has been paid to the county for 2013 expenses.

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

Recoveries may be collected long after child has left placement.

IV-E and Rule 5 equals what has been paid to the county for 2014 expenses.

2010 Foster Care Breakdown

	Total	Social Service	Corrections	ICWA
Child Shelter	\$9,488.00	\$0.00	\$9,488.00	\$0.00
Treatment Foster	\$56,083.53	\$33,226.63	\$22,856.90	\$0.00
Child Foster Care	\$476,817.55	\$346,845.36	\$18,694.69	\$111,277.50
Rule 8 FC	\$76,179.08	\$14,709.60	\$13,372.00	\$48,096.58
Corrections	\$170,224.47	\$0.00	\$66,820.90	\$103,403.57
Home Monitoring/Spec. Equip	\$1,201.39	\$721.39	\$480.00	\$0.00
Rule 5	\$140,169.52	\$103,209.65	\$0.00	\$36,959.87
Respite	\$34,850.93	\$34,065.68	\$0.00	\$785.25
Child Care	\$1,579.00	\$1,579.00	\$0.00	\$0.00
Health Services	\$81.56	\$81.56	\$0.00	\$0.00
Transportation	\$9,584.21	\$9,584.21	\$0.00	\$0.00
Total	\$976,259.24	\$544,023.08	\$131,713.39	\$300,522.77

Total \$976,259.24

2011 Foster Care Breakdown

	Total	Social Service	Corrections	ICWA
Child Shelter	\$2,832.90	\$177.00	\$2,655.90	\$0.00
Treatment Foster	\$101,130.13	\$101,130.13	\$0.00	\$0.00
Child Foster Care	\$317,597.09	\$167,153.57	\$11,627.25	\$138,816.27
Rule 8 FC	\$79,291.48	\$45,321.48	\$17,569.80	\$16,400.20
Corrections	\$316,273.71	\$0.00	\$208,352.80	\$107,920.91
18-21	\$1,228.00	\$1,228.00	\$0.00	\$0.00
Rule 5	\$70,889.29	\$70,889.29	\$0.00	\$0.00
Respite	\$6,645.32	\$7,336.52	\$0.00	\$1,308.80
Child Care	\$1,166.65	\$1,166.65	\$0.00	\$0.00
Health Services	\$193.65	\$193.65	\$0.00	\$0.00
Transportation	\$10,267.87	\$10,267.87	\$0.00	\$0.00
Total	\$909,516.09	\$404,864.16	\$240,205.75	\$264,446.18

Total \$909,516.09

2012 Foster Care Breakdown

	Total	Social Service	Corrections	ICWA
Child Shelter	\$8,847.10	\$2,696.30	\$6,150.80	\$0.00
Treatment Foster	\$98,215.62	\$96,215.62	\$0.00	\$0.00
Child Foster Care	\$276,532.46	\$174,297.88	\$9,783.11	\$92,451.47
Rule 8 FC	\$76,095.10	\$7,061.90	\$43,317.20	\$25,716.00
Corrections	\$245,552.59	\$0.00	\$188,861.99	\$56,690.60
Electronic Monitoring	\$352.00	\$0.00	\$352.00	\$0.00
Rule 5	\$99,575.24	\$99,575.24	\$0.00	\$0.00
Respite	\$9,183.36	\$7,811.86	\$0.00	\$1,371.50
Child Care	\$0.00	\$0.00	\$0.00	\$0.00
Health Services	\$382.00	\$382.00	\$0.00	\$0.00
Transportation	\$7,187.58	\$7,187.58	\$0.00	\$0.00
Total	\$819,923.05	\$395,228.38	\$248,465.10	\$176,229.57

Total \$819,923.05

2013 Foster Care Breakdown

	Total	Social Service	Corrections	ICWA
Child Shelter	\$4,194.22	\$2,816.72	\$1,377.50	\$0.00
Treatment Foster	\$79,138.00	\$79,138.00	\$0.00	\$0.00
Child Foster Care	\$252,808.55	\$241,526.46	\$0.00	\$11,382.09
Rule 8 FC	\$7,305.55	\$0.00	\$0.00	\$7,305.55
Corrections	\$188,405.85	\$24,953.28	\$142,441.58	\$21,010.99
Electronic Monitoring	\$2,904.00	\$2,596.00	\$308.00	\$0.00
Rule 5	\$58,405.55	\$21,834.76	\$0.00	\$36,570.79
Respite	\$2,358.48	\$2,258.48	\$0.00	\$100.00
Child Care	\$718.00	\$718.00	\$0.00	\$0.00
Health Services	\$110.87	\$110.87	\$0.00	\$0.00
Transportation	\$14,128.68	\$14,128.68	\$0.00	\$0.00
Total	\$610,577.75	\$390,081.25	\$144,127.08	\$76,369.42

Total \$610,577.75

2014 Foster Care Breakdown

	Total	Social Service	Corrections	ICWA
Child Shelter	\$1,968.00	\$0.00	\$1,968.00	\$0.00
Treatment Foster	\$35,417.88	\$35,417.88	\$0.00	\$0.00
Child Foster Care	\$185,255.82	\$158,688.03	\$1,998.00	\$24,569.79
Rule 8 FC	\$987.57	\$99.57	\$0.00	\$888.00
Corrections	\$360,963.39	\$0.00	\$292,192.98	\$68,770.41
Extended Foster Care	\$100.00	\$100.00	\$0.00	\$0.00
Rule 5	\$119,466.26	\$119,466.26	\$0.00	\$0.00
Respite	\$918.50	\$918.50	\$0.00	\$0.00
Child Care	\$591.50	\$591.50	\$0.00	\$0.00
Health Services	\$2,606.51	\$2,606.51	\$0.00	\$0.00
Transportation	\$9,790.44	\$9,790.44	\$0.00	\$0.00
Total	\$718,065.87	\$327,678.69	\$296,156.98	\$94,228.20

Total \$718,065.87

2015 Foster Care Breakdown Year to Date

	Total	Social Service	Corrections	ICWA
Child Shelter	\$1,071.16	\$1,071.16	\$0.00	\$0.00
Treatment Foster	\$26,817.96	\$18,948.16	\$0.00	\$7,869.80
Child Foster Care	\$252,855.13	\$190,403.25	\$10,011.05	\$52,440.83
Rule 8 FC	\$35,955.06	\$35,955.06	\$0.00	\$0.00
Corrections	\$169,619.56	\$0.00	\$142,278.80	\$27,340.76
Extended Foster Care	\$0.00	\$0.00	\$0.00	\$0.00
Rule 5	\$144,415.33	\$96,402.86	\$0.00	\$48,012.47
Respite	\$5,765.40	\$5,765.40	\$0.00	\$0.00
Child Care	\$4,494.95	\$4,494.95	\$0.00	\$0.00
Health Services	\$3,108.03	\$3,108.03	\$0.00	\$0.00
Transportation	\$7,612.96	\$7,612.96	\$0.00	\$0.00
Total	\$651,715.54	\$363,761.83	\$152,289.85	\$135,663.86

Total \$651,715.54

AITKIN COUNTY VOLUNTEER DRIVER TRANSPORTATION

MONTH	MEDICAL TRANSPORTS COMPLETED	OTHER TRANSPORTS COMPLETED*	TRANSPORTS CANCELED OR NO SHOWS	TOTAL TRANSPORTS ARRANGED	COUNTY EXPENSE FOR MEDICAL TRANSPORTS
DEC	59	2	9	70	\$394.82
JAN '15	57	2	7	66	\$131.75
FEB '15	39	3	10	52	\$217.92
MARCH	54	0	6	60	\$79.85
APRIL	63	0	4	67	\$395.43
MAY	41	5	0	46	\$404.58
JUNE	55	13	12	80	\$148.01
JULY	46	1	10	57	\$165.48
AUGUST	44	1	7	52	\$158.15
SEPT	40	8	0	48	\$87.80
OCT	44	6	0	50	\$77.55
NOV	52	1	8	61	\$4.25
DEC					\$240.39

*COURT, MEDICAL W/NO TRANSPORTATION (SUCH AS MN CARE), VISITATION, ETC.

CHB DRAFT Meeting Minutes

December 10, 2015

CALL TO ORDER

Brian McBride called the meeting to order at 10:07 AM.

In Attendance:

Ihleen Williams, Lester Kachinske, Brian McBride, Ward Merrill, Betsy Johnson, Leo Trunt, Janelle Schroeder, Kelly Chandler, Erin Melz, Derek Foss, Terry Murray, Eric Villeneuve, Tom Burke, and DeeAnn Finley (MDH).

APPROVAL OF AGENDA

Leo Trunt moves to approve agenda (Laurie Westerlund seconds) motion carries.

Brian McBride adds follow-up – insurance, but Kelly Chandler clarifies that we are unable to become a member of MCIT.

Brian McBride identifies that we will need board approval for contract with Gordon Dale accountants – added to agenda.

REVIEW AND APPROVAL OF OCTOBER MINUTES

Kelly has correction: under SHIP/CWG – correct the language citing CWG as “originally Community Transformation Grant” to 1422.

Ihleen Williams moves to approve October minutes (Lester Kachinske seconds) motion carries.

MDH REPORT AND LEARNING SESSION

The Board hosted Dee Finley to give a presentation on MDH and its relationship with Community Health Boards in Minnesota.

FINANCIAL REPORTS

a. ADMINISTRATIVE

- i. We will need to pay unemployment benefit for Grants Manager.
- ii. Carryover funds – in the past, if we had any carryover dollars, we would always consider them local county tax dollars as a match

b. GRANT BUDGET

- i. Aitkin was working off a different SHIP budget, which explains discrepancy in overspending.

c. Lester moves to approve **financial report (Betsy Johnson seconds). Motion carries.**

d. Auditor discussion: Multi-year proposal from Gordon Dale:

The Board discussed whether to continue with same auditor or put out a request for proposals.

If we were to switch auditors, it does some extra staff time to get caught up. Eric Villeneuve

believes that the current cost is very reasonable for a full audit. It was inquired whether Dale's audit meets standards, and Eric Villeneuve said that when they have been audited, the CHB's audit process has not been as issue.

Ihleen Williams moves to approve contract with Gordon Dale (Ward Merrill seconds).

Motion carries.

Need an approval of the contract with Gordon Dale

Betsy Johnson moves to sign and approve contract for \$6,500 per year with Gordon Dale.

Motion carries.

WIC AUDIT RESULTS

Ben Kofoed reports that the CHB (and each of the three counties) had a successful MDH audit of CHB and county WIC programs and finances.

MIIC UPDATE

We are moving forward with this collaborative proposal and work plan. Budget conversations will continue with CCLS CHB and State.

PPMRS UPDATE

We will be reporting on the 2016 budget in December for the Public Health Planning and Performance Measurement Reporting System (PPMRS).

The discussion was had whether we need to revisit the county breakdown percentages of LPHG and other grant allocations. Ben will look into the breakdown percentages currently used by other multi-county Community Health Boards. Put together a table based on population, perhaps DHS formula. Additionally, we need to find out where our own percentages come from. Ben and Kelly will work in this; it is likely close to 2000 census. Lester Kachinske also offered that another way to look at a formula would be to evenly distribute some base level funding across the 3 counties, then use the leftover money to allocate based on some kind of need assessment (eg population, distance, and services). The board could settle on an approach in 2016 and use those future amounts going forward into 2017 and 2018.

Note: For WIC in 2016, we'll probably break it down in a way that is beneficial and gives the benefit of the doubt to Aitkin, as they tend to substantially overspend their WIC budget.

QI COUNCIL

We would like to establish a QI Council on the Board. We have a Quality Improvement Plan, and want a Board council to look at quality improvement projects. The aim for this group would be to meeting two to three times a year.

Lester Kachisnke and Ihleen Williams will participate as board members on the QI council.

We will meet in February and decide how to move forward and report to the board on that.

CWG/SHIP REPORT

- SHIP: Beginning SHIP 4, existing SHIP structures and activities largely staying the same
- Community Wellness Grant:
 - Betsy is contracted to do Community Food Environment Assessments
 - MDH is working with Counter Tools; created a nationwide GIS database.
CounterTools has streamlined NEMS in an evidence-based way
 - Diabetes Prevention Program and Network growing in Itasca
 - 2 clinics participating in Koochiching County (Essentia and Rainy Clinic) & 1 clinic in Itasca County (Essentia Deer River)
 - There is an National Diabetes Prevention Program training in January in Hermantown
Discussion was held on whether we could target IAMCare regarding NDPP coverage.
Eric Villeneuve suggested that this might be a tough time to reach out to them, as they are limited in community partnerships opportunities for 2016. Betsy Johnson suggested that maybe this is the time that the community could provide adjunct staff for IAMCare.

XI. LPHA REPORT

Ben Kofoed discussed LPHA's legislative priorities, which include continued support for SHIP funding, advocating an LPHG funding increase, increasing MA home visiting reimbursement, and securing an MA payment for asthma care services.

MEETING DATES & LOCATIONS FOR 2016

February 11

April 14

June 9

August 11

October 13 – would be in International Falls

December 8

We will start with meeting time from 10:00-1:00; and the board is accepting of continuing to hold these meetings (other than October) in Grand Rapids.

LOCAL PUBLIC HEALTH UPDATES

Derek Foss (Koochiching)

Derek Foss provided an update on LPH activities in Koochiching County. In response to a long-standing absence of a County Medical Director, Derek has connected with a physician from Littlefork who is interested in this. More conversations are still required to confirm this placement. Additionally, a social worker position has been filled in Koochiching, and Tara Besch continues to do good work on Safe Routes to School for SHIP and additional planning grant funding. Brian McBride inquired whether a cash match will be required, in which case it might be difficult to get the city to partner and provide the cash match needed.

Erin Melz (Aitkin)

Erin Melz provided an update on LPH activities in Aitkin County. The Farm to School Program is going strong, two staff became ACE training certified, and Stacey continues to work with Riverwood on C&TC billing. Additionally, Aitkin has begun successfully billing home visits and car seats using Nightingale Notes. Aitkin will be moving health insurance coverage from UCare to Health Partners and Blue Plus.

Kelly Chandler (Itasca)

Kelly Chandler provided an update on LPH activities in Itasca County. There continues to be an open Supervisor position, which has been vacant since October. Itasca is also short-staffed in MnChoice Assessors. She continues to work on E-Cigarette ordinance for the county.

NEXT MEETING

The next meeting of the Board will be held February 11, 2015 in Grand Rapids from 10:00AM-1:00PM.

ADJOURN

Meeting was adjourned at 1:30 PM.

AITKIN COUNTY HEALTH & HUMAN SERVICE ADVISORY COMMITTEE MEETING AGENDA

Wednesday, December 2, 2015

Committee Members Present: Holly Bray
 Jim Carlson
 Diane Eastman, AFSCME Union Rep.
 Roberta Elvecrog
 Kami Genz, CMCC
 Joy Janzen
 Julie Anne Larkin
 Kristine Layne, Riverwood HealthCare
 Bob Marcum
 Bev Mensing, Red Cross
 Katie Nelson, Riverwood Foundation
 Jessica Seibert, HRA
 Amanda Voller, Workforce Center
 Commissioner Anne Marcotte
 Commissioner Laurie Westerlund

Others Present: Ann Rivas, Social Service Supervisor
 Jessi Schultz, Social Service Supervisor
 Jessi Goble, Income Maintenance Supervisor
 Ruth Sundermeyer, Child Support Supervisor
 Julie Lueck, Clerk to the Advisory Committee

Guests: Joel Hoppe

Absent: Marlene Abear
 Kami Genz, CMCC
 Gayle Janzen
 Katie Nelson, Riverwood Foundation

I. Approval of Agenda

Motion by Roberta Elvecrog, seconded by Bev Mensing, and carried; the vote was to approve the Agenda with two additions under VII. – B. Jim Carlson with Operation Christmas Update and C. Thank you to Jim Carlson and Gayle Janzen who will not be returning to the Advisory Committee in 2016 for their service on this committee.

II. Approval of Minutes of the November 4, 2015 Meeting

Motion by Roberta Elvecrog, seconded by Diane Eastman, and carried; the vote was to approve the Minutes of the November 4, 2015 meeting as presented.

III. Child Support - Ruth Sundermeyer, Supervisor - Introductions of Child Support Staff including:

- Emily Trotter, CS Officer, who was not able to be present.
- Deanna Jezierski, CS Officer
- Jeannine Hill, Child Support Enforcement Aide
- Nikki Knutson, Office Support Specialist

Each of the other three introduced themselves and told the committee a little about what they do in their position. Ruth Sundermeyer discussed the various aspects of the child support program, the multiple technologies that are being implemented, and the need for sufficient and available IT staff.

She also reviewed handouts as follows: Child Support in Minnesota: Facts and Figures and the other was Connecting with Legal Resources which gave numerous websites for folks to located additional information online. (Copies will be retained with these minutes.)

IV. Task Force Reports/Updates:

- A. Corrections** - Kami Genz/Roberta Elvecrog – Roberta noted they have been working on restorative cases and the future of CMCC in Aitkin County.
- B. Public Health** – Bob Marcum / Kristine Layne – No Report.
- C. Children’s Social Services/Mental Health** – Bev Mensing/Katie Nelson – No report.
- D. Adult Social Services/Mental Health** – Jessica Seibert / Bob Marcum / Marlene Abear – No Report. Bob Marcum discussed his meeting coming up on the Medicaid Citizens Advisory committee and the fact that they are asking for discussion topics.

V. Budget Committee Report/Update – Jim Carlson / Jessica Seibert – No Report.

VI. Comments:

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

B. Feedback from the Board Meetings

- 1. November 24, 2015 – Amanda Voller & Bob Marcum** – Amanda discussed the Rainy River School becoming de-certified for the Nursing Program and the fact that the Board meeting was quite short.

C. Committee Members scheduled to attend upcoming Board Meetings in 2015:

DECEMBER 22	Julie Ann Larkin	Roberta Elvecrog
JANUARY 26	Jessica Seibert	Roberta Elvecrog
FEBRUARY 23	Amanda Voller	
MARCH 22	Joy Janzen	
APRIL 26	Bob Marcum	
MAY 24	Julie Ann Larkin	
JUNE 28	Kristine Layne	Holly Bray
JULY 26	Joy Janzen	Holly Bray
AUGUST 23	Bob Marcum	Holly Bray
SEPTEMBER 27	Jessica Seibert	
OCTOBER 25		
NOVEMBER 22		
DECEMBER 27		

VII. Miscellaneous Discussion/Additions to the Agenda

- A. Sign-up for attendance at 2016 H&HS Board Meetings** – Passed around a sign-up sheet for 2016.
- B. Jim Carlson – Operation Christmas update.** Jim updated the committee members with statistical information for the past 5 years and an overview of how the program with the store concept works. He passed around a sign up sheet for folks interested in helping out at the "store".

- C. **Thank you to Jim Carlson and Gayle Janzen** for their service on the Advisory Committee.
- D. **Amanda Voller** updated the committee members on the need for Salvation Army Bell Ringers and encouraged them to call the Workforce Center at 218-735-6122 and ask for Carol if they would like to sign-up for a date and time to ring the bell.
- E. **Volunteer Drivers - Jessi Schultz** - Jessi discussed the need for volunteer drivers and the application process which should go through Pam Karnowski.
- F. **Child Abuse Prevention Radiothon - Jessi Schultz** - Jessi noted that the 22nd Annual Radiothon to End Child Abuse will take place Thursday, December 3rd beginning at noon and run through noon on Friday, December 4th. Sue Tange (former Social Service Supervisor) will be taking calls for pledges Thursday afternoon at 218-454-1584. Folks pledging donations can designate that their money comes back to Aitkin County.

VIII. Adjourn

Motion by Jessie Seibert, seconded by Jim Carlson, and carried; the vote was to adjourn the meeting at 4:43 p.m.

Joy Janzen, Chairperson

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

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

- Draft copy of the Minutes of the November 4, 2015, Advisory Committee Meeting
- Draft Copy of November 24, 2015, Health & Human Services Board Meeting Minutes
- Sign-Up sheet for the 2016 H&HS Board Meetings for member review & planning.
- Child Support in Minnesota: Facts and figures
- Connecting with Legal Resources
- Operation Christmas Statistical Report
- Become a Volunteer Driver for Aitkin County Health & Human Services