



**AITKIN COUNTY HEALTH & HUMAN SERVICES
BOARD MEETING AGENDA
June 26, 2018**

9:05 A.M. START

- 9:06 I. Approval of Health & Human Services Board Agenda**
- 9:07 II. Review/Approve May 22, 2018 Health & Human Service Board Minutes**
- 9:08 III. Review/Approve Bills**
- 9:10 IV. WRAP Program Report – Cassie Conn**
- 9:25 V. Approve Contracts/Agreements**
- A. Purchase of Service Agreement to provide Semi-Independent Living Services (SILS) for Jan 1, 2018 through Dec 31, 2018, between Access North Center and ACH&HS.**
 - B. Purchase of Service Agreement to provide mental health assessments for Jan 1, 2018 through Dec 31, 2018, between George Tetreault and ACH&HS.**
 - C. Facilities use agreement for Child Care Aware Training for July 1, 2018 through June 30, 2019, between Pine Technical and Community College and ACH&HS.**
- 9:30 VI. Committee Reports from Commissioners**
- A. Joint Powers Board Reports**
 - 1. Tri-County Community Health Services Board (CHS) – Commissioner Westerlund / Erin Melz**
 - B. H&HS Advisory Committee – Commissioners Wedel and/or Pratt**
 - 1. Committee Members attending today: Kevin Insley and Beverly Mensing.**
 - 2. Draft Copy of the June 6, 2018 meeting minutes included in packet.**
 - C. AEOA Committee Update – Commissioner Westerlund**
 - D. NEMOJT Committee Update – Commissioner Niemi**
 - E. CJI (Children’s Justice Initiative) – Commissioner Westerlund**
 - F. Lakes & Pines Update – Commissioner Niemi**
- 9:40 END**

Next Meeting – July 24, 2018



**AITKIN COUNTY HEALTH & HUMAN SERVICES
COUNTY BOARD MEETING MINUTES
May 22, 2018**

Attendance

The Aitkin County Board of Commissioners met this 22nd day of May, 2018, at 9:05 a.m. as the Aitkin County Health & Human Services Board, with the following members present: Board Chair Anne Marcotte, Commissioners Laurie Westerlund, J. Mark Wedel, Don Niemi, and Bill Pratt. Others present included: County Administrator Jessica Seibert, Health & Human Services Director Cynthia Bennett, Financial Assistance Supervisor Jessi Goble, Public Health Supervisor Erin Melz, Health & Human Services Administrative Assistant Shawn Speed, and Guests: Roberta Elvecrog/H&HS Advisory Committee Member, Marlene Abear/H&HS Advisory Committee Member, Brielle Bredsten/Aitkin Independent Age, and Bob Harwarth/Citizen.

Agenda

Motion by Commissioner Westerlund, seconded by Commissioner Niemi and carried, all members voting yes to approve the May 22, 2018 Health & Human Services Board agenda.

Minutes

Motion by Commissioner Pratt, seconded by Commissioner Westerlund and carried, all members voting yes to approve the April 24, 2018 Health and Human Services Board minutes.

Bills

Cynthia Bennett, Health & Human Services Director, presented the bills to the board in Carli Goble's absence, and noted no significant changes.

Motion by Commissioner Wedel, seconded by Commissioner Pratt and carried, all members voting yes to approve the bills.

Health & Human Services Director Report, Cynthia Bennett H&HS Director

Cynthia started by talking about the legislative session. Noted that as of now it is unclear of what had come from this year's session. There was a lot of controversy, in the legislature, over the omnibus bill and whether it funded items adequately enough specifically related to opioids and eldercare. The Governor has 14 days from the close of the session to sign the bill but, as of now, he is threatening to veto the bill. We are still watching to see what happened to all of the other bills that we were hoping would be supported or not in legislation. These include elimination of the 20% child support withholding, 5 million for school linked mental health services, required collaboration between DHS and counties when developing new software or systems and the mandate to test pilot programs prior to implementation, changes in MNChoices assessments to assure efficiency and person centered care, support of jail diversion programs like the yellow line program in Blue Earth, creation of an appeal process for counties when they disagree with the "at hospital level of care" status determined by the RTC, and the additional work requirements for medical assistance eligibility.

Commissioner Marcotte asked about whether they had put any money into fixing the METS

system and as of now we are unsure of what has been done.

Cynthia moved onto the Financial Report for H&HS and relayed that in Carli's and Kim's absence we will not discuss details of the Regional Treatment Center costs, however those discussions will continue when all of the individuals who have detailed knowledge of all the various pieces of this issue are present.

Noted that there is client in St. Peter who has made progress and as such has entered the transition phase of treatment. This phase prepares him for reentry into the community. Due to this, his costs have risen yet once this individual moves back into the community it is probable that his daily costs will diminish.

SNAP Survey Results, Jessi Goble

Jessi gave an update on the performance report/survey that they recently went through and that they did great.

BCBS Audit Results, Erin Melz

Erin Melz provided an update on the Annual Blue Cross Blue Shield (BCBS) Audit for the Home and Community Based Services Unit. BCBS contracts with Aitkin County to provide Care Coordination services for individuals over the age of 65, on Medical Assistance and who choose BCBS for their health insurance carrier. Melz reported that these individuals may be living in the community, in nursing facilities or in other housing options. Overall, the Audit was successful with many positive comments from the auditors. Out of nearly 100 elements, Aitkin County has been asked to provide follow-up on 4 separate issues noted by the assessors. Each element has a 95% threshold. Because of relatively small sample sizes in Aitkin County, it is common to have only 1 or 2 charts cause the percentage to drop below that 95% requirement. Processes have already been developed and implemented for these 4 areas, and a formal Corrective Action Plan will be drafted and submitted to BCBS.

Committee Reports

H&HS Advisory Committee – Commissioner Wedel and/or Pratt

1. Committee members Roberta Elvecrog and Marlene Abear provided details of their last meeting, held May 2, 2018.
 - a. Talked about the presentation given by Kim Larson and Erin Melz about MNChoices Programs.
2. Commissioner Pratt talked about the MNChoices presentation and how it gave him a lot of information about the program that he can now pass on to his constituents.

Lakes & Pines Update – Commissioner Niemi

1. Talked about Lakes & Pines going through their own audit and that there were findings but no findings of fraud.
2. Not sure what will happen with weatherization and fuel assistance from the Federal government yet.
3. Commissioner Marcotte asked about the number of homes in the county that Lakes & Pines has weatherized and Commissioner Niemi will find that out for her.
4. Commissioner Wedel asked whether there was a cap on the amount that people receive and was informed there is and it is based on each different circumstance.

Commissioner Marcotte acknowledged the Mental Health event that was held at the Beanery. Jessi Goble commented that the comedian was really good and that a lot of people seemed very supportive and there were many connections made between many different people that she had saw. It was very good to put a face to the mental health issues in the community with many different community members and make us more aware.

Commissioner Westerlund noted that the Community Health Assessment stakeholders meeting was held last Thursday and they narrowed down the data to 9 key areas to present to the general public to vote on at the County Fair to narrow down to the three key areas that will be concentrated on.

Cynthia Bennett ended the meeting by reminding the Board that Jessica Seibert had done the research on whether we could change our format for the meeting and it was found that we could so we plan to make the change and hope to have it in place by the next meeting.

The meeting was adjourned at 9:52 a.m.

Next Meeting – June 26, 2018



Print List in Order By: 4
1 - Fund (Page Break by Fund)
2 - Department (Totals by Dept)
3 - Vendor Number
4 - Vendor Name

Explode Dist. Formulas Y

Paid on Behalf Of Name
on Audit List?: N

Type of Audit List: D
D - Detailed Audit List
S - Condensed Audit List

Save Report Options?: N

Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

<u>Vendor</u>	<u>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>
1	88284 AITKIN CO RECORDER 05-430-710-3460-6065		26.00	Birth certificate - Adolescent 06/15/2018 06/15/2018	Self Funds - Adolescent Life Skills
2	05-430-710-3930-6020		26.00	A/G Certified Birth Certificat 06/21/2018 06/21/2018	General Case Management
3	05-430-710-3930-6020		26.00	A/G Certified Birth Certificat 06/21/2018 06/21/2018	General Case Management
4	05-430-710-3930-6020		26.00	Certified birth certification 06/13/2018 06/13/2018	General Case Management
	88284 AITKIN CO RECORDER		104.00	4 Transactions	
25	86222 AITKIN INDEPENDENT AGE 05-430-720-3020-6069		79.40	Child Care Advertising - Commu 05/16/2018 05/19/2018	Community Ed & Prevent/Advertising
	86222 AITKIN INDEPENDENT AGE		79.40	1 Transactions	
46	9791 Bieganek/Joan M 05-430-760-3950-6020		105.00	Guardianship/Conservator Activ 05/01/2018 05/31/2018	Guardianship/Conservatorship
	9791 Bieganek/Joan M		105.00	1 Transactions	
5	11051 Department of Human Services 05-430-720-3110-6069		361.42	BSFE County Match Invoice #A30 05/01/2018 05/31/2018	Bsf Child Care
6	05-430-720-3110-6069		361.42	BSFE County Match Invoice #A30 04/01/2018 04/30/2018	Bsf Child Care
26	05-430-730-3590-6072		2,255.05	CCDTF Maintenance of Effort 03/01/2018 03/31/2018	Ccdtf County % State Billings
	11051 Department of Human Services		2,977.89	3 Transactions	
27	10342 DHS-Anoka Metro Rtc 05-430-745-3720-6081		500.00	State-operated inpatient 11/01/2015 11/30/2015	State-Operated Inpatient - Rtc Or Cbhh
	10342 DHS-Anoka Metro Rtc		500.00	1 Transactions	
20	9220 DHS-MSOP 05-430-745-3721-6081		1,153.20	State-operated inpatient 05/01/2018 05/31/2018	Commitment Costs - Poor Relief

Aitkin County



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21	05-430-745-3721-6081		2,883.00	State-operated inpatient 05/01/2018 05/31/2018	Commitment Costs - Poor Relief
22	05-430-745-3721-6081		1,153.20	State-operated inpatient 05/01/2018 05/31/2018	Commitment Costs - Poor Relief
23	05-430-745-3721-6081		11,532.00	State-operated inpatient 05/01/2018 05/31/2018	Commitment Costs - Poor Relief
9220	DHS-MSOP		16,721.40	4 Transactions	
89965	DHS-ST PETER-SEE LIST				
18	05-430-745-3721-6081		8,091.00	State-operated inpatient 05/01/2018 05/31/2018	Commitment Costs - Poor Relief
19	05-430-745-3721-6081		8,091.00	State-operated inpatient 05/01/2018 05/31/2018	Commitment Costs - Poor Relief
89965	DHS-ST PETER-SEE LIST		16,182.00	2 Transactions	
91345	Elvecrog/Roberta C				
32	05-430-750-3950-6020		70.00	Public guardianship 05/01/2018 05/31/2018	Public Guardianship Dd
33	05-430-750-3950-6020		105.00	Public guardianship 05/01/2018 05/31/2018	Public Guardianship Dd
44	05-430-760-3950-6020		105.00	Guardianship/Conservatorship 05/01/2018 05/31/2018	Guardianship/Conservatorship
45	05-430-760-3950-6020		70.00	Guardianship/Conservatorship 05/01/2018 05/31/2018	Guardianship/Conservatorship
91345	Elvecrog/Roberta C		350.00	4 Transactions	
11072	Lutheran Social Service Of Mn-St Paul				
30	05-430-750-3950-6020		155.25	Public Guardianship 05/01/2018 05/31/2018	Public Guardianship Dd
31	05-430-750-3950-6020		276.00	Public Guardianship 05/01/2018 05/31/2018	Public Guardianship Dd
11072	Lutheran Social Service Of Mn-St Paul		431.25	2 Transactions	
12538	North Homes, Inc				
16	05-430-740-3890-6020		60.00	Child Respite Care 05/18/2018 05/20/2018	Child Mh Respite
17	05-430-740-3890-6020		73.74	Child Respite Care 05/18/2018 05/20/2018	Child Mh Respite

Aitkin County



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12538 North Homes, Inc		133.74	2 Transactions	
12 10977 Northern Psychiatric Associates 05-430-740-3050-6020		75.00	Child Outpatient Diagnostic As 05/11/2018 05/11/2018	Child Outpat Assess/Psyc. Testing
13 05-430-740-3050-6020		364.48	Child Outpatient Diagnostic As 05/11/2018 05/11/2018	Child Outpat Assess/Psyc. Testing
14 05-430-740-3050-6020		75.00	Child Outpatient Diagnostic As 05/11/2018 05/11/2018	Child Outpat Assess/Psyc. Testing
15 05-430-740-3050-6020		364.48	Child Outpatient Diagnostic As 05/11/2018 05/11/2018	Child Outpat Assess/Psyc. Testing
8 05-430-745-3085-6020		364.48	Adult Outpatient Diagnostic As 05/11/2018 05/11/2018	Adult Outpat Diagnostic Assess/Psyc
10977 Northern Psychiatric Associates		1,243.44	5 Transactions	
7 3639 Northland Counseling Ctr Inc 05-430-730-3710-6020		2,600.00	Detoxification (Category I) 05/10/2018 05/22/2018	Detoxification - Grand Rapids
3639 Northland Counseling Ctr Inc		2,600.00	1 Transactions	
28 90748 Oakridge Homes Sils 05-430-750-3340-6073		513.01	Semi-Independent Living Servic 05/03/2018 05/24/2018	Semi-Independent Living Serv (Sils)
29 05-430-750-3340-6073		622.34	Semi-Independent Living Servic 05/01/2018 05/31/2018	Semi-Independent Living Serv (Sils)
90748 Oakridge Homes Sils		1,135.35	2 Transactions	
34 88890 Scharrer/Shirley 05-430-750-3950-6020		70.00	Public guardianship 04/01/2018 04/30/2018	Public Guardianship Dd
35 05-430-750-3950-6020		70.00	Public Guardianship 04/01/2018 04/30/2018	Public Guardianship Dd
36 05-430-750-3950-6020		35.00	Public guardianship 04/01/2018 04/30/2018	Public Guardianship Dd
37 05-430-750-3950-6020		70.00	Public guardianship 04/01/2018 04/30/2018	Public Guardianship Dd
38 05-430-750-3950-6020		70.00	Public guardianship 04/01/2018 04/30/2018	Public Guardianship Dd

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39	05-430-750-3950-6020		70.00	Public Guardianship			Public Guardianship Dd
				05/01/2018	05/31/2018		
40	05-430-750-3950-6020		17.50	Public guardianship			Public Guardianship Dd
				05/01/2018	05/31/2018		
41	05-430-750-3950-6020		70.00	Public guardianship			Public Guardianship Dd
				05/01/2018	05/31/2018		
42	05-430-750-3950-6020		17.50	Public guardianship			Public Guardianship Dd
				05/01/2018	05/31/2018		
43	05-430-750-3950-6020		70.00	Public guardianship			Public Guardianship Dd
				05/01/2018	05/31/2018		
47	05-430-760-3950-6020		70.00	Guardianship/conservatorship			Guardianship/Conservatorship
				04/01/2018	04/30/2018		
48	05-430-760-3950-6020		35.00	Guardianship/conservatorship			Guardianship/Conservatorship
				04/01/2018	04/30/2018		
49	05-430-760-3950-6020		35.00	Guardianship/Conservatorship			Guardianship/Conservatorship
				05/01/2018	05/31/2018		
50	05-430-760-3950-6020		35.00	Guardianship/Conservatorship			Guardianship/Conservatorship
				04/01/2018	04/30/2018		
51	05-430-760-3950-6020		70.00	Guardianship/conservatorship			Guardianship/Conservatorship
				05/01/2018	05/31/2018		
52	05-430-760-3950-6020		35.00	Guardianship/conservatorship			Guardianship/Conservatorship
				05/01/2018	05/31/2018		
88890	Scharrer/Shirley		840.00	16 Transactions			
14390	TANGE, MSW/PHILIP B						
24	05-430-740-3900-6020		225.00	Clinical supervision-Child Rul			Child Rule 79 Case Mgmt
				05/10/2018	05/10/2018		
9	05-430-745-3090-6050		270.00	Pre-Petition Screening/Hearing			Pre-Petition Screening/Hearing
				05/16/2018	05/16/2018		
10	05-430-745-3090-6050		450.00	Pre-Petition Screening/Hearing			Pre-Petition Screening/Hearing
				05/15/2018	05/15/2018		
11	05-430-745-3910-6020		270.00	Clinical supervision-Adult Rul			Adult Rule 79 Case Mgmt
				05/09/2018	05/17/2018		
14390	TANGE, MSW/PHILIP B		1,215.00	4 Transactions			
14040	WELLS FARGO BUSINESS CREDIT						
53	05-430-700-4800-6805		960.25	MH INIT Transportation			Mh Init - Transportation
				05/21/2018	05/21/2018		

SLM1
 6/22/18 12:53PM
 Health & Human Services

Aitkin County



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54	05-430-700-4800-6805		1,521.48	MH INIT Transportation 05/07/2018 05/07/2018	Mh Init - Transportation
14040	WELLS FARGO BUSINESS CREDIT		2,481.73	2 Transactions	
Final Total			47,100.20	16 Vendors	54 Transactions

Aitkin County



Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
	5	47,100.20	Health & Human Services	
	All Funds	47,100.20	Total	Approved by,
			
			



Aitkin County Health & Human Services

204 FIRST STREET NW
AITKIN, MINNESOTA 56431-1291
PHONE 1-800-328-3744 or 1-218-927-7200
FAX # 1-218-927-7210

Contract

Access North Center for Independent Living to provide Semi Independent Living Services (SILS).

Objective

Access North will provide SILS services to developmentally disabled adults who reside in Aitkin County.

Opportunity

This service provides supports to adults in their own homes including recreational activities, transportation, social skills, money management, home management, phone use, and learning about rights and responsibilities of community living. This program is funded by Department of Human Services

Existing or New Contract

This is a new contract with Access North which will provide more choice for consumers accessing this service. It is not an increase to our county SILS budget, the annual allocation is set by the Department of Human Services.

Changes to Existing Contract

This is a new contract which promotes choice of providers in our community.

Timeline for Execution

1/1/18-12/31/18

Conclusion

We are requesting the board to support entering into contract with Access North Center for Independent Living to provide SILS services to adults with developmental disabilities in Aitkin County which will offer choice to the individuals that access the service.

PURCHASE OF SERVICE AGREEMENT

The **Aitkin County Health & Human Services**, 204 – 1st Street NW, Aitkin, Minnesota 56431, hereafter referred to as the Agency and **Access North Center**, 606 NW 6th Street, Brainerd, MN 56401, hereafter referred to as Contractor; enter into this agreement for the period from **January 1, 2018, to December 31, 2018**.

WHEREAS, the Contractor is an organization licensed under the State of Minnesota to provide services to persons and an approved vendor;

WHEREAS, the Agency, pursuant to Minnesota Statutes, section 373.01, 373.02, an d256M or 119B.125, wished to purchase such program services from the Contractor; 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'S DUTIES

- A. As specified in Minnesota Statutes, section 373.01, 373.02, and 256M and Aitkin County Annual Community SILS, Adult Service Agreement, the Agency agrees to purchase and the Contractor agrees to provide Semi-Independent Living Services (SILS).
- B. The Agency shall determine the amount of services to be delivered for each person, as stated in the individual authorization form or client service plan.
- C. The Contractor must, within 10 days notify the Agency whenever it is unable to, or going to be unable to, provide the required quality or quantity of purchased services. Upon such notification, the Agency must determine whether such inability will require modification or cancellation of said contract.

II. COST AND DELIVERY OF PURCHASED SERVICES

- A. The hourly cost for providing services to eligible clients is \$8.41 per 15 minute unit or \$33.64 per hour. The hourly cost shall cover the entire cost of the service including transportation. Payment must be made on the basis of 100 percent of the time incurred providing service to eligible clients.
- B. The Contractor certifies that the services to be provided under this agreement are not otherwise available without cost to eligible clients. The Contractor certifies that the services provided under this contract are not duplicative of services available to the individual service and funded by another source. 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.

- C. Purchased services will be provided at client homes or other approved community or office settings.

III. ELIGIBILITY FOR SERVICES

The parties understand and agree that the eligibility of the client to receive the Purchased Services is to be determined in accordance with eligibility criteria established by the Agency.

The parties understand and agree that the Agency must determine preliminary and final client eligibility.

- A. When the Agency has determined that the client is no longer eligible to receive Purchased Services or that services are no longer needed or appropriate, the Agency must notify the contractor within 5 days of the determination. The Agency must notify the client of proposed termination of services in writing at least 10 days prior to the proposed Agency action and of the client's right to appeal this proposed Agency action.
- B. The Contractor must notify the Agency in writing whenever the Contractor proposes to discharge or terminate service(s) to a client. The notice must be sent at least 30 days prior to the proposed date of discharge or termination, and must include the specific grounds for discharge or termination of service(s). The Contractor must not discharge or terminate services to a client prior to the proposed date unless delay would seriously endanger the health, safety or well-being of other residents or service recipients. After the 30 days have expired, the Agency will notify the client in writing, that services under this contract have been terminated.

IV. INDIVIDUAL SERVICE PLAN

- A. The parties understand and agree that all service provided to eligible recipients under the terms of this contract must be in accordance with the Coordinated Supports and Services Plan (CSSP) developed by the individual client's social worker or case manager.
- B. Performance of the Contractor will be monitored in accordance with client outcomes, goals, and indicators as specified in the CSSP.

V. PAYMENT OF PURCHASED SERVICES

- A. The Contractor must, within 15 working days following the last day of each calendar month, submit a standard invoice for social services purchased to the Aitkin County Human Services Division. The Invoice must show an itemized account of each social service eligible individual, identifying service(s) provided and number of units (15 minute intervals) of service provided, cost per unit and total per client.

- 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.

VI. RECORD DISCLOSURES

- A. The Contractor must send the social worker or case manager for each individual client served, monthly notes of visits and monthly case reviews.
- B. The Contractor must maintain all records pertaining to the contract as required by Minnesota Department of Human Services and allow access to the Contractor's facility and records at reasonable hours to exercise their responsibility to monitor Purchased Services.
- C. The Contractor must comply with policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, as defined and described in Minnesota Department of Human Services rules and manuals.

VII. SAFEGUARD OF CLIENT INFORMATION:

- A. The use or disclosure by any party, of information concerning an eligible client, in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, or for any purpose not directly connected with the Agency's or Contractor's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, the client's attorney, or the client's responsible parent or guardian.
- B. The Contractor will comply in all aspects with the Health Insurance Portability and Accountability Act of 1996 as implemented by regulations 45 C.F.R., Parts 160 and 164.
- C. Upon termination of this agreement, Contractor will return or destroy all Public Health Information (PHI) received from the Agency or created or received by the Contractor on behalf of the Agency that the Contractor still maintains and retains no copies of such PHI's; provided that if such return or destruction is not feasible, Contractor will extend the protections of this agreement to PHI and limit further uses of or disclosure to those purposes that make the return or destruction of the information infeasible.

VIII. EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS CLAUSE:

- A. (When applicable) the Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504;
- B. (When applicable) the Contractor certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363.073 (1998). 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.

IX. FAIR HEARING AND GRIEVANCE PROCEDURES:

- A. The agency agrees to provide a fair hearing and grievance procedure in conformance with Minnesota Statutes, section 256.045, and in conjunction with fair hearing and grievance procedures established by Minnesota Department of Human Services administrative rules.

X. BONDING, INDEMNITY, AND INSURANCE CLAUSE:

- A. Bonding: The Contractor must obtain and maintain at all times during the term of this agreement, a fidelity bond covering the activity of its personnel authorized to receive or distribute monies. Such bond must be in the amount of at least \$15,000.
- B. Indemnity: The Contractor agrees that it will at all times indemnify and hold harmless the Agency from any and all liability, loss, damages, costs or expenses which may be claimed against the Agency or Contractor.
 - 1. By reason of any service client's suffering personal injury, death, or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this Agreement, or while on premises owned, leased or operated by the Contractor or while being transported to or from said premises in any vehicle owned, operated, chartered or otherwise contracted for by the Contractor or his assigns; or
 - 2. By reason of any service client's causing injury to another person, or damage to the property of another person during any time when the Contractor or his assigns or employee thereof has undertaken, or is furnishing the care and service called for under this Agreement.
- C. Insurance: The Contractor further agrees, in order to protect itself and the Agency under the indemnity provision set forth above, to at all times during the term of this Agreement, have and keep in force a liability insurance policy in the amount of Five Hundred Thousand Dollars (\$500,000) for bodily injury or property damage to any one person and One Million Five Hundred Thousand (\$1,500,000) for total injuries or damages arising from any one occurrence.
 - 1. The County shall be sent a current certificate of insurance on an annual basis. The certificate must show that the County will receive thirty (30) calendar days' prior written notice in the event of cancellation, nonrenewal, or material change in the described policy.
 - 2. The Provider must also maintain worker's compensation insurance per Minnesota statutory requirements.
- D. Audit: (When Applicable) The Contractor agrees that within 60 days of the close of its fiscal year an audit will be conducted by a Certified Public Accounting Firm which will meet the requirements of the Single Audit Act Amendments of 1996, P.L.104:156 and Office of Management and Budget, Circular No. A-133. After completion of the audit, a copy of the audit report must be filed with the Agency.

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 Statutes, Section 16C.03, sub. 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 obtained, attempting to obtain or performing a public (federal, state or local) transaction or contract;
 - 2. Violating 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 indicted 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 forth 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' OBLIGATIONS:

- A. Before the termination date specified in the Introduction of this agreement, the Agency 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.
- 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 person.
- 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. No claim for services furnished by the Contractor, not specifically provided in the agreement, will be allowed by the Agency, nor shall 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 shall be considered to be a modification of the agreement.
- E. If the Agency 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.
- 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. 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.
- H. 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 contract with infectious agents.

XIII. SUBCONTRACTING

- A. The Contractor shall not enter into subcontracts for any of the work contemplated under this agreement without written approval of the Agency.
- B. All subcontracts shall be subject to the requirements of this contract. The Contractor shall be responsible for the performance of any subcontractor.
- C. The Contractor must ensure that any and all subcontracts to provide services under this contract must contain the following language:

1. 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 equality, including but not limited to rescission, damages, or specific performances, 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.
2. 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. 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).

XVI. 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.
4. Program and fiscal records shall be retained in the Contractor facility for a minimum of five years.
5. If either party wishes to terminate this service agreement at the end of its initial

term, that party must give the other party prior written notice of intent to terminate at least 60 days prior to expiration of this contract. If party wishing to terminate the service agreement fails to give timely notice to other party, the service agreement will automatically renew for another calendar year, with services provided at the hourly rate stated in this agreement.

IN WITNESS WHEREOF the Agency (Aitkin County Health & Human Services) and the Contractor (Access North Center) have executed this agreement as of the day and year first above written:

BY: _____
Chairperson
Aitkin County Board of Commissioners

DATE: _____

BY: *Cynthia Bennett*
Director
Aitkin County Health & Human Services

DATE: *6-4-18*

BY: *Red P. Buta*
Owner/Director
Access North Center

DATE: *5/23/18*

APPROVED AS TO FORM AND EXECUTION

BY: _____
Aitkin County Attorney

DATE: _____



Aitkin County Health & Human Services

204 FIRST STREET NW
AITKIN, MINNESOTA 56431-1291
PHONE 1-800-328-3744 or 1-218-927-7200
FAX # 1-218-927-7210

Contract

Purchase of Service Agreement with George Tetreault, MA, LP

Objective

George Tetreault provides mental health assessments for children 0-5 years old. These assessments are completed in the child's home and include an observation of parent/child interaction.

Opportunity

Aitkin County has a shortage of mental health providers; especially for this age range. This contract allows us to provide more services to our consumers.

Existing or New Contract

Existing Contract

Changes to Existing Contract

The only change to this contract is an increase in the hourly rate from \$90 to \$100. This is the first rate increase requested in a number of years.

Timeline for Execution

January 1, 2018- December 31, 2018

Conclusion

ACHHS is asking that you approve this contract.

PURCHASE OF SERVICE AGREEMENT

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, 2018 to December 31, 2018**.

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 0-5.
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 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 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: 
Director
Aitkin County Health & Human Services

DATE: 6-19-18

BY: _____
Chairperson
Aitkin County Health & Human Services Board

DATE: _____

BY: 
George Tetreault, MA, LP

DATE: 6/14/2018

APPROVED AS TO FORM AND EXECUTION

BY: _____
Jim Ratz
County Attorney

DATE: _____

COST & DELIVERY OF PURCHASED SERVICES

Diagnostic Assessment	\$100.00/hour
Parenting Capacity Assessment	\$100.00/hour
Case Consultation	\$100.00/hour



Aitkin County Health & Human Services

204 FIRST STREET NW
AITKIN, MINNESOTA 56431-1291
PHONE 1-800-328-3744 or 1-218-927-7200
FAX # 1-218-927-7210

Contract

Minnesota State College and Universities: Pine Technical and Community College, 900 4th St SW, Pine City, MN 55063

Objective

This contract allows use of the Health and Human Services Building for Child Care Aware Training.

Opportunity

This contract will benefit our licensed child care providers as it offers training at a convenient location for them. This in turn helps us to retain licensed child care providers of which there is a shortage in our area.

Existing or New Contract

This contract is an existing contract.

Changes to Existing Contract

There are no changes to this contract.

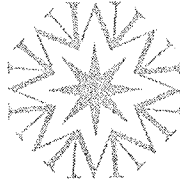
Timeline for Execution

July 1, 2018 to June 30, 2019

Conclusion

ACHHS is seeking approval of this contract.

F.Y.	Cost Center	Obj. Code	Amount	Vendor#	P.O #
					No PO



Minnesota
STATE COLLEGES
& UNIVERSITIES

**FACILITIES USE AGREEMENT
OFF-CAMPUS FACILITIES ONLY**

THIS FACILITIES USE AGREEMENT is between Aitkin County Health & Human Services (“Licensor”), 204 1st Street NW, Aitkin, MN 56431 and the State of Minnesota, by and through the Board of Trustees of the Minnesota State Colleges and Universities, on behalf of *Pine Technical & Community College, 900 4th Street SE, Pine City, MN 55063* (“MnSCU”).

1. **PERMITTED USE.** Licensor agrees to allow MnSCU use of the following (hereinafter defined as the “Space”):

Location: *Aitkin County Health & Human Services
204 1st Street NW
Aitkin, MN 56431
See Exhibit A for sketch/map identifying location*

Date and Time: *July 1, 2018 – June 30, 2019*

Description of Activity or Event:
Early Childhood classes/trainings for Child Care Aware of Minnesota Northeast.

2. **FEE.** For its use of the Space, MnSCU agrees to pay to Licensor a fee of Zero Dollars (\$0.00) which shall be payable in arrears within thirty (30) days of MnSCU’s receipt of **Licensor’s invoice**, in the amount of \$0.00, per class day paid monthly. *Prepayment by MnSCU is prohibited by Minnesota Statute.*
3. **TERM OF AGREEMENT; CANCELLATION.** This agreement shall be effective as of July 1, 2018 or the date when the final required signature is obtained by MnSCU, and shall remain in effect until June 30, 2019. This agreement may be canceled by either party at any time, for any reason, upon 30 (thirty) days written notice to the other party. Licensor expressly understands and agrees that this agreement is not intended to and does not create a landlord-tenant relationship between the parties.

4. **AUTHORIZED REPRESENTATIVES.**

All notices, requests, and other communications between Licensor and MnSCU that are required or that Licensor or MnSCU elect to deliver shall be deemed sufficiently given or rendered if in writing and delivered to either party personally, by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, (return receipt required) addressed as follows:

MnSCU's authorized agent:
Name/Title: Wendy Walburg, District Coordinator
Address: 900 4th Street SE, Pine City, MN 55063
Telephone: 320-629-5164

With a copy to: Minnesota State Colleges and Universities
ATTN: Real Estate Services
30 E. 7th Street, Suite 350
St. Paul, MN 55101

Licensor's authorized agent:
Name: Cynthia Bennett
Address: 204 1st Street NW, Aitkin, MN 56431
Telephone: 218-927-7200

5. **MAINTENANCE OF SPACE.** MnSCU agrees to maintain the Space in a reasonably clean and sanitary condition. Licensor shall provide the following:
- a. all utilities reasonably required to use the Space, including heating, cooling, and electricity;
 - b. parking
 - c. building security customarily provided by Licensor; MnSCU may provide additional security at its own expense;
 - d. janitorial services;
 - e. any necessary keys or access codes;

Licensor shall allow MnSCU to place temporary signs directing students and other attendees to its event.

6. **BUILDING HOURS.** The building hours are 8:00 a.m. – 4:30 p.m. MnSCU may access the space during non-business hours with Aitkin County Health and Human Services staff present.
7. **RULES AND REGULATIONS.** MnSCU agrees to comply with the building rules and regulations attached as *Exhibit B* during its use of the Space which are not inconsistent with this agreement, MnSCU board policies and applicable laws.

8. **LIABILITY.** Each party shall be responsible for its own acts and omissions and the results thereof to the extent authorized by law and shall not be responsible for the other party's acts and omissions and the results thereof. The State's and MnSCU's liability under this Agreement is governed by the Minnesota Tort Claims Act, Minnesota Statutes §3.736 and other applicable laws.
9. **INSURANCE.** MnSCU maintains commercial general liability insurance in compliance with the Tort Claims limits set forth in Minn. Stat. §3.736, subd. 4, as amended. MnSCU shall name Licensor as an additional insured upon request. MnSCU shall maintain this coverage at its sole expense during its use of the Space. For purposes of this Agreement, Licensor shall maintain applicable insurance coverage consistent with the coverages outlined on **Exhibit B**, attached hereto and made a part of this Facilities Use Agreement. Licensor shall maintain coverages at its sole expense during the term of this Agreement. MnSCU and Licensor shall provide each other with certificates of insurance, upon request. Coverage afforded under these policies shall not be cancelled without at least thirty (30) days advance written notice to the certificate holder. Each party, at its sole expense, shall provide and maintain workers' compensation insurance as such party may be required to obtain by law. MnSCU is self-insured for workers' compensation purposes, and any such insurance extends only to employees of MnSCU, not to students.
10. **MINNESOTA DATA PRACTICES ACT.** MnSCU and Licensor agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, with regard to data related to this Agreement.
11. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE.** Licensor is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. section 12101, et seq., and any regulations promulgated pursuant to the Act.
12. **AUDIT.** The books, records, documents, and accounting procedures and practices of the Licensor relevant to this contract shall be subject to examination by MnSCU and the Legislative Auditor for a minimum of six (6) years from the end of the agreement.
13. **ASSIGNMENT; AMENDMENTS.** Neither party shall assign nor transfer any rights or obligations under this agreement without the prior written consent of the other party. All amendments to this agreement shall be in writing and executed by a duly authorized representative of each party.
14. **BREACH.** In the event that Licensor breaches this Agreement, MnSCU shall have the right to immediately terminate this Agreement, as well as any other remedy available at law or equity.
15. **GOVERNING LAW; VENUE.** This Agreement, including all exhibits, amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
16. **ENTIRE AGREEMENT.** This Agreement (including all exhibits, as shown below) is

intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement supersedes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement.

- Agreement
- **EXHIBIT A**, Facilities sketch/map identifying Location
- **EXHIBIT B**, General Insurance Requirements

17. **SPECIAL PROVISIONS.** [If none, write *NONE*]: NONE

SIGNATURE BLOCK IS ON NEXT PAGE

Signature Page for Facilities Use Agreement – Off-Campus Facilities Only


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

APPROVED:

1. LICENSOR:

Licensor certifies that the appropriate person(s) have executed the Agreement on behalf of Licensor as required by applicable articles, bylaws, resolutions, or ordinances.

Cynthia Bennett

By (authorized signature)

Title <i>Director</i>
Date <i>6-6-2018</i>

Aitkin County Board of Commissioners

By (authorized signature)
Title
Date

Jim Ratz, Aitkin County Attorney

By (authorized signature)
Title
Date

2. MNSCU: STATE OF MINNESOTA BY AND THROUGH THE BOARD OF TRUSTEES OF MINNESOTA STATE COLLEGES AND UNIVERSITIES, ON BEHALF OF Pine Technical & Community College*

By (authorized signature)
Title
Date

3. AS TO ENCUMBRANCE:

By (authorized signature)
Title
Date

4. AS TO FORM AND EXECUTION:

By (authorized signature)
Title
Date

*Shaded boxes to be signed by PTC Representatives.

EXHIBIT A

Facilities Sketch/Map Identifying Location (including suite or room numbers)

EXHIBIT B
GENERAL INSURANCE REQUIREMENTS

1. Workers' Compensation Insurance

- A. Statutory Compensation Coverage
- B. Coverage B – Employers Liability with limits of not less than:
 - \$100,000 Bodily Injury by Disease per Employee
 - \$500,000 Bodily Injury by Disease Aggregate
 - \$100,000 Bodily Injury by Accident

2. General Liability Insurance

- A. Minimum Limits of Liability:
 - \$2,000,000 – Per Occurrence
 - \$2,000,000 – Annual Aggregate
 - \$2,000,000 – Annual Aggregate applying to Products/Completed Operations
- B. Coverages:
 - Premises and Operations Bodily Injury and Property Damage
 - Personal & Advertising Injury
 - Blanket Contractual
 - Products and Completed Operations
 - Other; if applicable, please list _____
 - State of Minnesota or Minnesota State Colleges and Universities named as Additional Insured

Additional Insurance Conditions

- Licensor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of the Licensor's performance under this Agreement.
- Licensor agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Licensor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota
- Licensor is responsible for payment of Agreement related insurance premiums and deductibles.
- If Licensor is self-insured, a Certification of Self-Insurance must be attached.
- Licensor's policy(ies) shall include legal defense fees in addition to the liability policy limits.
- Licensor shall obtain insurance policy(ies) from insurance company(ies) having an "AM Best" rating of A- (minus), Financial Size Category of VII or better, and authorized to do business in the State of Minnesota.
- An Umbrella or Excess Liability insurance policy may be used to supplement the Licensor's policy limits to satisfy the full policy limits required by the Agreement.



Aitkin County Health & Human Services

204 FIRST STREET NW
AITKIN, MINNESOTA 56431-1291
PHONE 1-800-328-3744 or 1-218-927-7200
FAX # 1-218-927-7210

AITKIN COUNTY HEALTH & HUMAN SERVICES ADVISORY COMMITTEE

Meeting Minutes

June 6, 2018

Committee Members Present:

Robert Marcum
Penny Olson
Carole Holten
Beverly Mensing
Kari Paulsen
Marlene Abear
Roberta Elvecrog
Joell Miranda
Joy Janzen
Kevin Insley
Penny Olson

Commissioner Mark Wedel

Others Present:

Joel Hoppe

Guests:

Cynthia Bennett, HHS Director
Hannah Colby, Public Health Educator
Stacey Durgin, Public Health Educator
Shawn Speed, Clerk to the Committee

Absent:

Commissioner Bill Pratt
Jon Moen
Kristine Layne
Maureen Mishler

I. Call to Order

- a. Robert called to order the regular meeting of the Aitkin County Health & Human Services Advisory Committee at 3:30pm on June 6, 2018 at Aitkin County Health & Humans Services in the large conference room.

II. Approval of June 6, 2018 Agenda

- a. Shawn asked to add a presentation by Stacey Durgin on the upcoming Fair and H&HS booth.
- b. Beverly moved to approve the agenda with addition, Joy seconded, all members voting yes to approve the agenda.

III. Approval of minutes from May 2, 2018 meeting

- a. Carole moved to approve the minutes as written, Marlene seconded, all members voting yes to approve the May 2, 2018 minutes.

IV. Committee Member Input / Updates – Must be informational in nature, relative to Aitkin County Health & Human Services and not exceed five minutes per person.

- a. Carole discussed her attendance of the Suicide Prevention training that was held at H&HS and mentioned we are second to last, as a county, for preparation to recognize suicides in the county. Hopes that this group will work more towards the end that we can prepare our county to do that.
- b. Also talked about her attendance at the ELCA Convention. One of their resolutions was on getting the church more involved in recognizing suicides also.
- c. Bob asked Brea, at that same Convention, to ask Cynthia if she could add a Suicide Prevention presentation to our agenda in the future. As such a motion was made by Carole, seconded by Bob, to add it to our presentations.
- d. Commissioner Wedel added that it is a great concern and looked forward to it being brought up at the HHS Board Meeting later this month.
- e. Bob mentioned that the State Medicaid Services Advisory Board adopted our guidelines and model recently when reorganizing itself.

V. HHS Fair Booth Presentation – Stacey Durgin

- a. Stacey talked about the upcoming Aitkin County Fair on July 4-7 and the booth that H&HS is setting up there again this year.
- b. Will be split into two parts.
- c. First part will be to present the nine issues to the residents of Aitkin County, who attend the Fair, to help us narrow them down to the Top 3 issues or concerns from the Community Health Assessment.
- d. Second part will be around the place that families can go in and around Aitkin County to have fun.
- e. Its theme is Dr. Seuss' "Oh the Place You Will Go" and we will be giving out pamphlets from all of the various areas they can go.
- f. Lastly she asked the board members to consider signing up for one of the two hour timeframes available to help us out with manning the booth if anyone was interested.

VI. Director Notes – Cynthia Bennett

- a. Bob talked to Cynthia about the group wanting to receive a presentation on Suicide prevention.
- b. Bob also asked about the tribal relations presentation we discussed the end of last year and Cynthia replied that she was still looking into it and had not forgot about it.
- c. She also discussed that she would be setting up a meeting for the sub-committee she put together to discuss the redesigning of the board, the structure of it, the topics that are covered, and the

- projects that they are involved in later this month.
- d. Lastly she mentioned how this board is a great liaison for H&HS, both to the commissioners and the community. She, very much, appreciates the time and effort everyone puts into attending the meetings and to being contributing members of the Advisory Board.

VII. Update on Healthy Living – Hannah Colby

- a. Lynn from the Aitkin Farmers Market has partnered with us to accept EBT cards for buying from the farmers market.
- b. Will allow the people on those programs access to farm fresh fruits and vegetables.
- c. Lynn also found another grant that will give those people using the card who spend \$10 will get another \$10 free. So they will have access to \$20 worth of fresh produce.
- d. Partnering with Lynn also to provide seniors with fresh produce also. The program involves having a quarter share in a CSA to get their produce and have them delivered to them.

VIII. SHIP Presentation on Tobacco – Hannah Colby

- a. Hannah talked to the board members about tobacco usage in the city, county, and state utilizing the attached pamphlets.

IX. Comments:

- a. Feedback from the HHS Board Meeting – Roberta and Marlene – May 22, 2018
 - i. Marlene commented that no one is sure what came out of the legislature this year yet.
 - ii. Talked that Lakes and Pines weatherization is a huge deal and not sure how much money will be there for that next year.
 - iii. Talked about the cause of the cost change for the person that is being housed at St. Peter due to them going into a transition phase of their rehabilitation.
- b. Committee Members scheduled to attend upcoming HHS Board meetings in 2018:

June 26	Kevin Insley	Beverly Mensing
July 24	Joell Miranda	Carole Holten
August 28	Bob Marcum	_____
September 25	Carole Holten	_____
October 23	Jon Moen	_____
November 27	_____	_____
December 18	Bob Marcum	_____

X. Adjournment

- a. Motion by Roberta to adjourn the meeting, seconded by Carole, all members voting yes to adjourn the meeting at 4:43pm.

Robert Marcum, Chairperson

Shawn Speed, Clerk to the ACH&HS Advisory Board

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

- Copy of the agenda for the June 6, 2018 meeting.
- Copy of the minutes from the May 2, 2018 meeting.
- Copy of the May 22, 2018 H&HS Board meeting minutes.
- Copy of the Tobacco handouts.