



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

BOARD MEETING AGENDA November 27, 2018

- 9:05 A.M. START**
- 9:06 I. Review/Approval of Health & Human Services Board Agenda**
- 9:07 II. Review/Approval of October 23, 2018 Health & Human Service Board Minutes**
- 9:08 III. Review/Approval of Bills**
- 9:10 IV. Cynthia Bennett, Health & Human Services Director
A. Directors Update**
- 9:20 V. Review/Approve Contracts/Agreements**
- A. WIC Agreement for October 1, 2018 through September 30, 2019 between ACH&HS and the Hill City Assembly of God Church.**
 - B. WIC Agreement for January 1, 2019 through December 31, 2019 between ACH&HS and the Bethesda Lutheran Church of Malmo.**
 - C. Interlocal Cooperative Agreement for Regional Transition Specialist between Sourcewell and Region V+ MHI.**
 - D. Ambulance Service Contract for January 1, 2019 through December 31, 2019 between Aitkin County and Meds-I Ambulance Service.**
 - E. Public Health Consultant Agreement for January 1, 2019 through December 31, 2019 between ACH&HS and Dr. Donald Hughes.**
 - F. Region V+ Adult Mental Health Initiative Interlocal Cooperative Agreement for January 1, 2019 through December 31, 2019 between Aitkin, Cass, Crow Wing, Morrison, Todd, and Wadena Counties.**
 - G. Service Agreement for January 1, 2019 through December 31, 2019 between New Pathways, Inc. and ACH&HS.**
 - H. Service Agreement for January 1, 2019 through December 31, 2019 between TriMin Systems, Inc. and ACH&HS.**
 - I. Service Agreement for January 1, 2019 through December 31, 2109 between Phil Tange, LICSW and ACH&HS**
 - J. CSP Grant Contract for January 1, 2019 through December 31, 2020 between MN DHS, Behavioral Health Division and Aitkin County.**
- 9:35 VI. Kim Larson, Adult Social Services Supervisor and Erin Melz, Public Health Supervisor
A. Opioids Presentation**

9:55

VII. Committee Reports from Commissioners

A. H&HS Advisory Committee – Commissioners Wedel and/or Pratt

- 1. Committee Members attending today: Penny Olson**
- 2. Draft Copy of the November 7, 2018 meeting minutes included in the packet.**

B. AEOA Committee Update – Commissioner Westerlund

C. NEMOJT Committee Update – Commissioner Niemi

D. CJI (Children’s Justice Initiative) – Commissioner Westerlund

E. Lakes & Pines Update – Commissioner Niemi

10:10

END

Next Meeting – December 18, 2018



**AITKIN COUNTY HEALTH & HUMAN SERVICES
COUNTY BOARD MEETING MINUTES
September 25, 2018**

Attendance

The Aitkin County Board of Commissioners met this 23rd day of October, 2018, at 9:01 a.m. as the Aitkin County Health & Human Services Board, with the following members present: Commissioners Laurie Westerlund, J. Mark Wedel, Don Niemi, and Bill Pratt. Others present included: County Administrator Jessica Seibert, Cynthia Bennett ACH&HS Director, Accounting Supervisor Carli Goble, Financial Assistance Supervisor Jessi Goble, Child Social Services Supervisor Jessi Schultz, Assistant to the County Administrator Sue Bingham, Shawn Speed, H&HS Executive Assistant, and Guests: Jon Moen/H&HS Advisory Committee Member, Roberta Elvecrog/H&HS Advisory Committee Member, Brielle Bredsten/Aitkin Independent Age, and Bob Harwarth/Citizen.

Agenda

Motion by Commissioner Wedel, seconded by Commissioner Niemi and carried, all members voting yes to approve the October 23, 2018 Health & Human Services Board agenda with the addition.

Minutes

Motion by Commissioner Pratt, seconded by Commissioner Niemi and carried, all members voting yes to approve the September 25, 2018 Health and Human Services Board minutes.

Bills

Carli Goble noted there was nothing unusual or noteworthy in this month's bills.

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, ACH&HS Director

Cynthia started by requesting approval of a joint powers agreements between St. Louis County, Carlton County, Lake County, and Aitkin County to utilize MTM, Medical Transportation Management, Inc., to provide transportation services for our counties.

Aitkin County is required to provide medical transportation services to those individuals that are on Minnesota healthcare programs for non-emergent medical appointments. Transportation services have always been a problem in Aitkin County and as such working with MTM to provide those services will be a great help. MTM is able to provide a 24 hour customer service center, offer an online portal, and the admin fee is per leg not per mile. Citizens will be able to set up transportation at any time of the day, whereas now they are only able to do it during normal business hours. St. Louis County will be the "Host County" for managing this program through MTM and will free up staff time to focus on other services particularly revenue recapture.

Commissioner Pratt asked about the make-up of the contract and whether we would be able to see the contract before finalization. Cynthia informed him that the contract will be shared with the directors at an upcoming meeting for review.

Motion by Commissioner Wedel, seconded by Commissioner Niemi and carried, all members voting yes to approve the Joint Powers Agreement.

Cynthia moved on to provide an update on presentations that will be given at the upcoming board meetings.

November – Presentation on Opioids by Kim Larson and Erin Melz
December – Child Support presentation by Ruth Sundermeyer
January – Fiscal Report by Carli Goble

She then invited the Board members to the Agency Halloween party on Wednesday, October 31.

Quarterly H&HS Financial Report, Carli Goble, Accounting Supervisor

Carli went through her Quarterly financial reports for the Board members.

Majority of revenue is received in July and October. From November to June we use our fund balance to make our payments.

Our Out of Home Placement costs are down \$287,434 from the same time last year.

Our Regional Treatment Center (RTC) costs are up from \$164,439 last year, with 7 clients, to \$279,824 this year with 8 clients.

Our overall budget is below the predicted rate for expenditures at this time of year. We should be at 83% of our budget and are at 76%.

Cynthia added that Sourcewell, on behalf of Region V+, hired a regional discharge planner to work with the RTC's to help achieve more timely discharges for clients which would help lower our costs. This discharge planner is having difficulty accessing files and programmatic systems to accomplish this as there are data privacy and HIPAA regulations. Sourcewell has developed a Joint Powers Agreement that would provide the legal means necessary for this discharging planning to be conducted across all Region V+ counties. This agreement will be brought to Board for approval when all County Attorneys have reviewed and approved the agreement.

Commissioner Niemi inquired as to why our out of home placement costs have decreased this year and Jessi Schultz commented that it was due to more kids being placed into foster care or actually going home instead of spending a lot of time in a residential program.

Roberta Elvecrog inquired into a radio ad she had heard asking for nurses or aids at a mental health facility in Brainerd and wondered where it was. Cynthia responded that she believed it was the mental health facility that was being built as part of the Mental Health Initiative. And referred Roberta to Kim Larson who is aware of all the projects underway with the Mental Health Initiative.

Committee Reports

Community Health Conference Update – Commissioner Westerlund

Commissioner Westerlund gave an update from her attendance at the Minnesota Community Health Conference that was held in October. She emphasized her feelings about the Tobacco 21 presentations she attended and how she would like the County to move towards that policy.

AEOA Update – Commissioner Westerlund

Commissioner Westerlund attended the AEOA annual meeting and received the annual report. She had a list of all the programs that AEOA offers and will be giving it to Sue to have it emailed out to everyone who would like it.

H&HS Advisory Committee Update – Jon Moen

Met on October 3rd.

- Jon talked about how successful the career fair was that was held at the high school.
- He also gave highlights of the presentation on Maltreatment of Vulnerable Adults that was given by Kim Larson and Nick Anderson.

Children's Justice Initiative (CJI) Update – Commissioner Westerlund/Jessi Schultz

Jessi Schultz talked about the last meeting. Both topics for the meeting were questions from Sarah from our County Attorney's office related to a training she had attended. The first was about using Writs for parents who are in jail and whether we should be attempting to get them to court or more utilization of the court's phone system, which has been unreliable at best. The biggest issue is the cost of getting them here for court if they are not in our jail. The second topic talked about whether to appoint court appointed attorneys for non-custodial parents as it is not statutorily required and how this would get funded. There will be ongoing discussions about both of these topics as future meetings.

Commissioner Wedel talked about the Community Connection at Rippleside Elementary and there were over 30 organization represented there, including Aitkin County reps from H&HS and Veterans Services. His main point was about how PC's for People were there and gave away about 50 computers and how impressive of an event it was. Jessica Seibert mentioned that when the County had old computers, this last time, they gave them to PC's for People.

The meeting was adjourned at 9:47 a.m.

Next Meeting – November 27, 2018



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Contract

Aitkin County H&HS and Hill City Assembly of God Church

Objective

Space agreement for delivery of WIC Program services to Hill City and surrounding communities

Opportunity

Allows participants to experience less travel and closer proximity to WIC clinic services

Existing or New Contract

Existing

Changes to Existing Contract

Updated dates for 2019

Timeline for Execution

October 1, 2018 through September 30, 2019

Conclusion

We are requesting that the County Board of Commissioners support this agreement.



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WIC AGREEMENT – Hill City

THIS AGREEMENT is made and entered into the 1st day of October, 2018 by and between Aitkin County Health and Human Services for the Aitkin County WIC Program, hereinafter referred to as the “Department” and the Hill City Assembly of God Church, Hill City, hereinafter referred to as the “Hill City Assembly of God Church”.

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

1. The Hill City Assembly of God Church will provide space within their premises for the Department to administer the Aitkin County WIC Program for eligible Women, Infants, and Children through WIC Clinics at a rate of \$45.00 per quarter for the use of the facility. (Quarterly payments due October, January, April and July.)

2. The Department will hold the Clinic at the contracted location once a month.

3. The time and dates of the WIC Clinic will be:

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

Any changes in rental fees, times or dates will be negotiated between the Department and the Hill City Assembly of God Church.

4. The Hill City Assembly of God Church will provide tables, chairs, heat and light for the Department to carry out the WIC Clinic. The Department agrees to leave the premises in the same condition as at the beginning of the Clinic.
5. The Hill City Assembly of God 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 September 30th, 2019. 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.



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WIC AGREEMENT – Hill City

Aitkin County Health and Human Services

By: _____

Its: Director

Date: _____

Hill City Assembly of God Church

By: _____

Printed Name: _____

Its: _____

Date: _____

Aitkin County Board of Commissioners

By: _____

Its: Chairperson

Date: _____

Approved as to form and execution:

By: _____

Its: Jim Ratz, County Attorney

Date: _____



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Contract

Aitkin County H&HS and the Bethesda Lutheran Church of Malmo

Objective

Space agreement for delivery of WIC Program services to Malmo and surrounding communities

Opportunity

Allows participants to experience less travel and closer proximity to WIC clinic services

Existing or New Contract

Existing

Changes to Existing Contract

Updated dates for 2019

Timeline for Execution

January 1, 2019 through December 31, 2019

Conclusion

We are requesting that the County Board of Commissioners support this agreement.



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WIC AGREEMENT - Malmo

THIS AGREEMENT is made and entered into the 1st day of January, 2019 by and between Aitkin County Health and Human Services for the Aitkin County WIC Program, hereinafter referred to as the "Department" 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 Department 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 Department 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 Department and the Bethesda Lutheran Church.
4. The Bethesda Lutheran Church will provide tables, chairs, heat and light for the Department to carry out the WIC Clinic. The Department 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, 2019. 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.



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WIC AGREEMENT - Malmo

Aitkin County Health and Human Services

By: _____

Its: Director

Date: _____

Malmo Bethesda Lutheran Church

By: Mary Braun

Printed Name: Mary Braun

Its: _____

Date: 10/29/2018

Aitkin County Board of Commissioners

By: _____

Its: Chairperson

Date: _____

Approved as to form and execution:

By: _____

Its: County Attorney

Date: _____



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Contract

Interlocal Cooperative Agreement for the Regional Transition Specialist Position.

Objective

To establish a working agreement between Sourcewell and Region V+ Adult Mental Health Initiative in support of the Regional Transition Specialist Position.

Opportunity

The Regional Transition Specialist will work with Region V+ residents who are placed in state institutions to appropriately and timely transition back to their communities.

Existing or New Contract

This is a new cooperative agreement for a position that has been operational since May 1, 2018. The agreement span runs from May 1, 2018-December 31, 2018 with plans to extend the agreement with a separate written agreement through December 31, 2019.

Changes to Existing Contract

No changes as this is a new cooperative agreement.

Timeline for Execution

May 1, 2018-December 31, 2018

Conclusion

We are requesting that the County Board of Commissioners support this agreement.

Interlocal Cooperative Agreement Regional Transition Specialist

The Parties to this Interlocal Cooperative Agreement (hereinafter ‘Agreement’) include Sourcewell, a public agency, and Region V+ Adult Mental Health Initiative members, comprised of the Leech Lake Band and Mille Lacs Band of Ojibwe and Aitkin, Cass, Crow Wing, Morrison, Todd, and Wadena counties (collectively referred to herein as “Region V+ members”), agree to the following:

Article 1. Authority and Purpose

This Agreement is entered pursuant to Minnesota Statutes, § 471.59. The purpose of this Agreement is to clarify the roles and services provided by Sourcewell to Region V+ members, and Sourcewell’s role in hosting the Regional Transition Specialist (RTS) position.

Article 2. Scope of Services and Specific Duties

The RTS will work under the direction of Region V+ and is expected to provide:

2.1 Pre-Admission Services:

- County of Financial Responsibility must notify Transition Specialist of a request for Transitional Services.
- Transition Specialist will provide consultation to the assigned case manager to alleviate the need for commitment, hospitalization, or alternative placement.
- Transition Specialist will assist with commitment process if necessary.
- Transition Specialist will assist with admission process to facilities identified by the case manager or facilities the Transition Specialist identifies as being a potential resource for the client.

2.2 Post-Admission Services:

- Lead efforts in proactive and timely planning for discharge.
- Make contact as needed, no less than weekly, with the Anoka Metro Regional Treatment Center or Community Behavioral Health Hospital care coordination team, county case manager and/or individual receiving care to discuss status and potential options for discharge.
- Determine who should be on the client’s treatment team (involved parties) for case consultation and discharge planning purposes.
- Be responsible for assuring completion of shared planning documentation, and that all treatment team members receive updated information.
- Attend bi-weekly staff meetings at Anoka Metro Regional Treatment Center or Community Behavioral Health Hospital or via ITV to collaboratively discuss the course of treatment of individuals and process potential discharge ideas. County case manager or designee will also participate in the meeting either in person or via ITV.
- Identify resources available for discharge in the “home” community and across the

state, for potential options for discharge.

- Work to develop individualized services needed, but not yet available.
- Work to build knowledge and relationships with placing facilities to have a wide range of options available for case management consults.
- Complete all documentation, assessments, goal plan, discharge plan and make referrals as needed.
- Work collaboratively with the county case manager and anticipated providers to assure smooth transition and ongoing ability to provide appropriate level of care.

2.3 Post-Discharge Services:

- Provide coordination duties for up to two weeks following discharge from the hospital.
- Continue collaborative communication with involved parties.

2.4 Prioritization Guidelines:

The Transition Specialist is available to assist all counties and tribes in Region V+ to ensure resources are applied in the most appropriate way cases shall be prioritized in the following way regardless of county or tribe of referral.

- 2.4.1 Clients currently in a state operated facility and has received a DNMC (Does Not Meet Criteria) determination. Transition Specialist will provide reports to the CFR at least weekly for these clients.
- 2.4.2 Clients currently in a facility but in need of a different level of care than they are currently receiving. Transition Specialist will provide reports to the CFR at least every other week on these clients.
- 2.4.3 Case Manager consults to share knowledge regarding resources that could benefit specific clients.
- 2.4.4 Assist Case Managers with the commitment process when needed/necessary.

Article 3. Responsibilities of the Parties

- 3.1 Crow Wing County is the fiscal agent for Region V+. Sourcewell will invoice Crow Wing County, on behalf of Region V+ members, for the amount stated in Article 4 below. Payments must be received by Sourcewell no later than December 31, 2018.
- 3.2 Sourcewell and Region V + members shall comply with the Minnesota Government Data Practices Act at Minnesota Statutes, Chapter 13, as it applies to all data collected, created, received, maintained, or disseminated by Sourcewell and Region V+ pursuant to this Agreement. Further, in performing the duties of this Agreement, Sourcewell and the Region V+ members shall act in compliance with all applicable federal and state laws and regulations.

Article 4. Cost Allocation

- 4.1 Region V+ members agree to pay Sourcewell \$73,333.33 to host this position for 2018 (May 1, 2018 – December 31, 2018).

Article 5. Performance Measures and Goals

- 5.1 Performance Measures:

Regional Transition Specialist shall submit reports to the Region V+ Adult Mental Health Initiative Coordinator and counties or tribes. The reports shall contain the following information.

5.1.1. Report quarterly to the Region V+ Adult Mental Health Initiative Coordinator the number of clients served, under what status those clients are served and frequency of contacts with County of Financial Responsibility. Client data shall be separated by county.

5.1.2. Report weekly to the County of Financial Responsibility or tribe the DNMC (Does Not Meet Criteria) clients served by Transition Specialist and their status toward discharge. Client data shall be separated by county.

- 5.2 Goals and Outcomes. Regional Transition Specialist shall strive for the outcomes identified below.

5.2.1. Decrease number of and duration of DNMC (Does Not Meet Criteria) days by 25% year over year.

5.2.2. When notification of DNMC (Does Not Meet Criteria) status is received, 75% of DNMC (Does Not Meet Criteria) clients will be transitioned to an appropriate location within five days.

5.2.3. Initial contact with placement location will occur within 24 hours of receipt of the referral for 90% of referrals.

5.2.4. County case managers receive communication at the defined level in 90% of cases.

5.2.5. Satisfaction of services provided is at 80% per survey results.

Article 6. Duration and Extension

- 6.1 This Memorandum of Understanding is effective from the date signed through December 31st, 2018. This Agreement may be extended until December 31st, 2019 by separate written agreement signed by all Parties.

Article 7. Authority to Execute; Counterparts

- 7.1 By signing this Agreement, the undersigned individuals represent that they have actual authority to execute this Agreement and to bind the respective entities to its terms and conditions.
- 7.2 This Agreement may be executed in one or more counterparts and each such counterpart so executed is deemed one and the same instrument.

COUNTY OF AITKIN

x _____
Chair, County Board

Date _____

ATTEST:

x _____
County Auditor

Date _____

APPROVED AS TO FORM AND EXECUTION:

x _____
County Attorney

Date _____

COUNTY OF CASS

x _____
Chair, County Board

Date _____

ATTEST:

x _____
County Auditor

Date _____

APPROVED AS TO FORM AND EXECUTION:

x _____
County Attorney

Date _____

COUNTY OF CROW WING

x _____
Chair, County Board

Date _____

ATTEST:

x _____
County Auditor

Date _____

APPROVED AS TO FORM AND EXECUTION:

x _____
County Attorney

Date _____

COUNTY OF MORRISON

x _____
Chair, County Board

Date _____

ATTEST:

x _____
County Auditor

Date _____

APPROVED AS TO FORM AND EXECUTION:

x _____
County Attorney

Date _____

COUNTY OF TODD

x _____
Chair, County Board

Date _____

ATTEST:

x _____
County Auditor

Date _____

APPROVED AS TO FORM AND EXECUTION:

x _____
County Attorney

Date _____

COUNTY OF WADENA

x _____
Chair, County Board

Date _____

ATTEST:

x _____
County Auditor

Date _____

APPROVED AS TO FORM AND EXECUTION:

x _____
County Attorney

Date _____

LEECH LAKE BAND OF OJIBWE

x _____

Date _____

Title: _____

ATTEST:

x _____

Date _____

Title: _____

MILLE LACS BAND OF OJIBWE

x _____

Date _____

Title: _____

ATTEST:

x _____

Date _____

Title: _____



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Contract

Meds-I Ambulance Service

Objective

Furnish Ambulance services within Aitkin County

Existing or New Contract

Existing Contract

Changes to Existing Contract

Renewal, just changed the dates to reflect 2019.

Timeline for Execution

January 1, 2019 through December 31, 2019

Conclusion

We are requesting that the County Board of Commissioners support this agreement.



Aitkin County Health & Human Services

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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”; enter into this contract for the period from **January 1, 2019 to December 31, 2019**.

The Contractor agrees to furnish ambulance service in Aitkin County, Minnesota, under the following terms and conditions:

- I. 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.
- II. 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.
- III. 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.
- IV. 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.
- V. The County agrees to pay the Contractor a fee of \$20.00 per request for service, and \$55.00 per no load runs, to a maximum of \$2,000.00 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.
- VI. 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.
- VII. 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 **\$500,000.00** 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.

- VIII. 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.
- IX. 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.
- X. The Contractor agrees to comply in all requests with the requirements of the State of Minnesota, Federal laws, and County or City Ordinances which may be applicable hereto in the operation of its ambulance service.
- XI. Either party may cancel this Agreement, with or without cause, upon written notice by registered mail of at least 120 days.
- XII. 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.
- XIII. That said Meds-I Ambulance Service shall submit to the County of Aitkin, an annual complete itemized financial statement detailing the ambulance activities, by February 1, 2019. Document shall be mailed to:

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

Cynthia Bennett, Director of ACH&HS

Date

Chairperson – Aitkin County Board of Commissioners

Date

 CEO

 Contractor and Title

10/29/18

 Date

JAMES DUCHARME
Printed Name of Contractor signing this document

Approved as to form and execution:

Aitkin County Attorney

Date



Aitkin County Health & Human Services

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

Contract

Letter of Agreement with Dr. Donald Hughes for Medical Consulting Services

Objective

To provide ACH&HS, Public Health, Medical Consulting Services for calendar year 2019

Opportunity

The Medical Consultant will sign all standing medical orders and vaccine protocols, authorize vaccine orders, and consult regarding Disease Prevention & Control or medical issues as they arise.

Existing or New Contract

Existing Agreement on file.

Changes to Existing Contract

No changes other than dates.

Timeline for Execution

January 1, 2019-December 31, 2019

Conclusion

We are requesting that the County Board of Commissioners support this agreement.

Thank you,

Erin Melz



Aitkin County Health & Human Services

204 FIRST STREET NW
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PHONE 1-800-328-3744 or 1-218-927-7200
FAX # 1-218-927-7210

LETTER OF AGREEMENT

Aitkin County Health and Human Services hereafter referred to as “ACH&HS” and Donald Hughes, MD, a medical doctor practicing at Riverwood Healthcare Center, 200 Bunker Hill Drive, Aitkin, MN 56431, enter into this agreement for the purpose of Public Health Medical Consultant, beginning January 1, 2019 through December 31, 2019.

Witnessed

Whereas, Aitkin County Health and Human Services is desirous of contracting with Dr. Donald Hughes, medical consultant; and

Whereas, Donald Hughes, MD, is desirous of providing Medical Consultation, the following is agreed upon:

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

IN WITNESS WHEREOF, ACH&HS and the Provider have executed this agreement as of the day and year first above written:

Cynthia Bennett, Director, ACH&HS

Date

Chairperson, Aitkin County Board of Commissioners

Date

Dr. Donald Hughes

Date

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

Region V+ Adult Mental Health Initiative (AMHI) Interlocal Cooperative Agreement.

Objective

To provide a cooperative working agreement amongst all parties of the Region V+ AMHI.

Opportunity

The cooperative agreement establishes a mechanism whereby the parties may jointly exercise powers common to each participating party and creates a single entity for liability. This provides an additional layer of protection for the counties in Region V+ AMHI.

Existing or New Contract

This is a new Interlocal Cooperative Agreement that mirrors the current Region V+ AMHI Bylaws.

Changes to Existing Contract

This is a new Interlocal Cooperative Agreement that provides cohesiveness as a region, uniformity in process, and reduces individual county liability.

Timeline for Execution

1/1/19-12/31/19

Conclusion

We are requesting the board to support entering into the Region V+ Interlocal Cooperative Agreement to support Aitkin County's participation in the Region V+ AMHI.

REGION V+ ADULT MENTAL HEALTH INITIATIVE INTERLOCAL COOPERATIVE AGREEMENT

ARTICLE 1: ENABLING AUTHORITY AND PARTIES

- 1.1 This AGREEMENT is made by and between the political subdivisions organized and existing under the Constitution and laws of the State of Minnesota., hereinafter collectively referred to as “Parties”, and individually as “Party” which are signatories to this “Agreement”.
- 1.1.1 Minn. Stat. §471.59, provides that two or more governmental units may, by agreement jointly, exercise any power common to the contracting Parties; and Minn. Stat. Ch. 245 provides that a political subdivision may work to enhance the services to our vulnerable populations.
- 1.1.2 Minn. Stat. §245.4661, provides that a political subdivision may implement a pilot project design, plan, and improve the mental health delivery system for adults with Serious and Persistent Mental Illnesses.
- 1.1.3 In consideration of the mutual promises and agreements contained herein and subject to the provisions of Minn. Stat. §471.59 and Minn. Stat. §245.4661, and all other applicable statutes, rules and regulations, the following Parties:
- (a) Aitkin County
 - (b) Cass County
 - (c) Crow Wing County
 - (d) Morrison County
 - (e) Todd County
 - (f) Wadena County

enter this Interlocal Cooperative Agreement by action of each party’s governing body.

ARTICLE 2: PURPOSE AND POWERS

- 2.1 The Parties desire to establish a mechanism whereby they may jointly exercise powers common to each participating Party. The Board established under this Agreement shall have and exercise all powers that may be necessary and convenient to establish it and to perform and carry out the duties and responsibilities conferred upon it by this agreement or which may hereafter be imposed on it by law or contract. The powers of the Board include, but are not limited to, the following:
- a. To enter contracts;
 - b. To set an annual budget within the limits of revenue received;
 - c. To adopt bylaws consistent with the terms of this Agreement;

- d. To appoint a fiscal agent;
- e. To obtain insurance;
- f. To apply for grants and to accept money from any lawful source;
- g. To establish committees, including an executive committee;
- h. To share information and data as allowed by law;
- i. To exercise all lawful authority not otherwise limited by the terms of this Agreement.

2.2 The Board does not have the power to:

- a. Levy taxes or cause taxes to be levied;
- b. Borrow money or issue or execute instruments of debt – e.g. bonds or other financial obligations;
- c. Make loans;
- d. Hire employees or otherwise establish employment relationships except as authorized herein;
- e. Purchase, own, lease, accept or otherwise establish an interest in real property.

ARTICLE 3: NAME

- 3.1 The name of this entity shall be “Region V+ Adult Mental Health Initiative” and is also referred to in this Agreement as AMHI.

ARTICLE 4: AGREEMENT TO PARTICIPATE

- 4.1 Compliance. A Party agrees to abide by the terms and conditions of the Agreement, including but not limited to, the Interlocal Cooperative Agreement, bylaws, policies and procedures, if any, adopted by the Board and any requirements of grants.
- 4.2 New Parties. A new legally qualifying voting party may be added to the Interlocal Cooperative Agreement upon affirmative action of the governing body of all parties.
- 4.3 Funding. It is anticipated that the AMHI shall be funded through contributions, grants, donations, gifts and other lawful sources of revenue. Except as otherwise provided herein, no party to this Agreement shall be assessed for any operating expenses of the Board or any committee unless the Board of that party so agrees or as necessary to pay for expenses upon dissolution.

ARTICLE 5: GOVERNANCE

- 5.1 Governing Board. A governing Board shall be formed to oversee the administration and operation of the AMHI and shall be referred to as “the Board” for purposes of the Agreement.
- 5.2 Membership of the Board. The voting Membership of the Board shall be comprised of:

- 5.2.1 The social services director of each Party;
 - 5.2.2 An additional representative of each county social services agency selected by the respective Party county;
 - 5.2.3 Additionally, the Board established under this Agreement may appoint up to three nonvoting, consumer representatives from any of the Parties.
 - 5.2.4 Additionally, the Board established under this Agreement may appoint one, ex-officio non-voting representative each from the Leech Lake Band of Ojibwe and the Mille Lacs Band of Ojibwe.
- 5.3 Terms of Office, Vacancies, Officers and Administration. The terms of office, filling of vacancies, identification and selection of officers and matters of administration shall be established in the bylaws adopted by the Board.
- 5.4 Initiative Coordinator. The Board may contract with an individual to serve as an Initiative Coordinator for the Board. The responsibilities of the Initiative Coordinator shall be set forth by contract which shall be approved by the Board.

ARTICLE 6 : GENERAL PROVISIONS

- 6.1.1 Amendments. This Agreement may be amended only by approval of the governing bodies of each Party through resolution. Notice of any proposed amendment must be provided to Party governing bodies at least thirty (30) days prior to the effective date of the proposed amendment.
- 6.1.2 Data. All data collected, created, received, maintained, or disseminated for any purposes under this Agreement is governed by Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as all other applicable state and federal law and regulations on data privacy.
- 6.1.3 Records and Reports. The books and records, including minutes and the original fully executed Agreement of the Board shall be subject to the provisions of Minn. Stat. Ch. 13. They shall be maintained at the offices of the fiscal agent or at such other location as may be designated by the Board.
- 6.1.4 Fiscal Agent. The fiscal agent will administer public funds of AMHI in accordance with law and accepted governmental accounting standards.
- 6.1.5 Bylaws. The bylaws in effect as of the effective date of this Agreement will remain in effect until such time as they may be duly modified, amended or rescinded by the Board.

ARTICLE 7: INDEMNIFICATION AND HOLD HARMLESS

- 7.1.1 **Applicability.** AMHI is a separate and distinct public entity to which the Parties have transferred all responsibility and control for actions taken pursuant to this Agreement. AMHI shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minn. Stat. Ch. 466.
- 7.1.2 **Indemnification and Hold Harmless.** AMHI will fully defend, indemnify and hold harmless the Parties against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the Board and/or the agents of the AMHI. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minn. Stat. §466.04.

To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the Parties that they shall be deemed a “single governmental unit” for the purpose of liability, as set forth in Minn. Stat. §471.59, subd. 1a(a); provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

Except as otherwise provided by law, under no circumstances shall a Party be required to pay on behalf of itself or other parties, any amount in excess of the limits of liability established in Minn. Stat. Ch. 466, applicable to any third-party claim or action. The statutory limits of liability for some, or all, of the Parties may not be added together or stacked to increase the maximum amount of liability for any third-party claim or action.

ARTICLE 8: TERM

- 8.1 **Term.** This Agreement shall commence upon approval of the governing body of each Party and signature of the official with authority to bind the entity listed in Article 1. The Agreement shall be in effect only with respect to the Parties who have approved and signed it. The Agreement shall continue until terminated in accordance with 9.1.2.

ARTICLE 9: WITHDRAWAL AND TERMINATION

- 9.1.1 **Withdrawal.** Any Party wishing to withdraw from the AMHI must provide twelve months written notice in advance of the annual meeting to the Board and each of the other remaining Parties . The year of withdrawal begins on the 1st of January immediately following the Annual Meeting. During the year of withdrawal, the withdrawing Party may attend all meetings but will have no official

representation on any Board or Committee. The distribution process and procedure for any funds or assets upon withdrawal is as set forth in the bylaws which predate this Agreement.

9.1.2 Termination. This Agreement may be terminated in its entirety by the action of the governing bodies of the all of the Parties.

9.1.3 Effects of Termination. Termination shall not discharge any liability incurred by the Board or by the Parties during the term of the Agreement. Financial obligations shall continue until discharged by law, this Agreement or any other agreement. In case of termination, all unused funds and surplus property held by the AMHI shall be distributed in accordance with law or applicable contract. After the effective date of termination of this Agreement by all Parties, AMHI shall continue to exist for the limited purpose of discharging the AMHI's debts and liabilities, settling its affairs, and disposing of its property and surplus monies, if any.

ARTICLE 10: COUNTERPARTS

10.1.1 This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Counterparts shall be filed with the fiscal host who will maintain them with the governing documents for AMHI. If the fiscal host changes, then all appropriate records will be transferred to the new fiscal host.

ARTICLE 11: EFFECTIVE DATE

11.1 The effective date of this Agreement is _____, 2018, regardless of the dates of approval or signature by the Parties.

IN WITNESS WHEREOF, Aitkin County, by virtue of the duly authorized signatures set forth below has authorized the execution of this Agreement to be effective as of the _____ day of _____, 2018.

COUNTY OF AITKIN

x _____
Chair, County Board

Date _____

By _____
Name – **Printed**

Title _____

ATTEST:

x _____
County Auditor

Date _____

By _____
Name – **Printed**

Title _____

APPROVED AS TO FORM AND EXECUTION:

x _____
County Attorney

Date _____

By _____
Name – **Printed**

Title _____

IN WITNESS WHEREOF, Cass County, by virtue of the duly authorized signatures set forth below has authorized the execution of this Agreement to be effective as of the _____ day of _____, 2018.

COUNTY OF CASS

x _____
Chair, County Board

Date _____

By _____
Name – **Printed**

Title _____

ATTEST:

x _____
County Auditor

Date _____

By _____
Name – **Printed**

Title _____

APPROVED AS TO FORM AND EXECUTION:

x _____
County Attorney

Date _____

By _____
Name – **Printed**

Title _____

IN WITNESS WHEREOF, Crow Wing County, by virtue of the duly authorized signatures set forth below has authorized the execution of this Agreement to be effective as of the ____ day of _____, 2018.

COUNTY OF CROW WING

x _____
Chair, County Board

Date _____

By _____
Name – **Printed**

Title _____

ATTEST:

x _____
County Auditor

Date _____

By _____
Name – **Printed**

Title _____

APPROVED AS TO FORM AND EXECUTION:

x _____
County Attorney

Date _____

By _____
Name – **Printed**

Title _____

IN WITNESS WHEREOF, Morrison, by virtue of the duly authorized signatures set forth below has authorized the execution of this Agreement to be effective as of the _____ day of _____, 2018.

COUNTY OF MORRISON

x _____
Chair, County Board

Date _____

By _____
Name – **Printed**

Title _____

ATTEST:

x _____
County Auditor

Date _____

By _____
Name – **Printed**

Title _____

APPROVED AS TO FORM AND EXECUTION:

x _____
County Attorney

Date _____

By _____
Name – **Printed**

Title _____

IN WITNESS WHEREOF, Todd County, by virtue of the duly authorized signatures set forth below has authorized the execution of this Agreement to be effective as of the _____ day of _____, 2018.

COUNTY OF TODD

x _____
Chair, County Board

Date _____

By _____
Name – **Printed**

Title _____

ATTEST:

x _____
County Auditor

Date _____

By _____
Name – **Printed**

Title _____

APPROVED AS TO FORM AND EXECUTION:

x _____
County Attorney

Date _____

By _____
Name – **Printed**

Title _____

IN WITNESS WHEREOF, Wadena County, by virtue of the duly authorized signatures set forth below has authorized the execution of this Agreement to be effective as of the ___ day of _____, 2018.

COUNTY OF WADENA

x _____
Chair, County Board

Date _____

By _____
Name – **Printed**

Title _____

ATTEST:

x _____
County Auditor

Date _____

By _____
Name – **Printed**

Title _____

APPROVED AS TO FORM AND EXECUTION:

x _____
County Attorney

Date _____

By _____
Name – **Printed**

Title _____



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

New Pathways, Inc. PO Box 366, 310 South Ashland Street, Cambridge, MN 55008. (Program Facility located at: 714 South 6th Street, Brainerd, MN 56401)

Objective

This contract sets up an agreement that Aitkin County will pay \$25 for any homeless family referred to their program to offset some of the operational costs of running the program.

Opportunity

This contract provides a housing resource for homeless families.

Existing or New Contract

This contract is an existing contract.

Changes to Existing Contract

No changes have been made to the contract.

Timeline for Execution

Contract covers the timespan of January 1, 2019 to December 31, 2019.

Conclusion

ACHHS is seeking approval of this contract.



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

PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT between **Aitkin County Health & Human Services**, 204 1st Street NW, Aitkin, MN 56431, hereafter referred to as the AGENCY, and **New Pathways, Inc.**, P.O. 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, 2019 to December 31, 2019.

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 the Department of Human Service's 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 agree that this agreement is effective from January 1, 2019 to December 31, 2019.

BY: _____ Date: _____
Cynthia Bennett, Director, Aitkin County Health & Human Services

BY: _____ Date: _____
Chairperson, Aitkin County Board of Commissioners

BY: _____ Date: _____
New Pathways Representative

Printed Name & Title of Person Signing for New Pathways

APPROVED AS TO FORM AND EXECUTION:

BY: _____ Date: _____
Jim Ratz, Aitkin County Attorney



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

TRIMIN Systems, Inc. and Aitkin County

Objective

This services agreement is for our Agency Collections System support throughout the 2019 calendar year. The annual fee has not changed from the 2018 agreement.

Opportunity

This is our collections system to keep track of outstanding client balances owed to the county and money collected on accounts.

Existing or New Contract

Existing Contract for our Agency Collections Software (ACS) support.

Changes to Existing Contract

Only change is updated dates for the 2019 year.

Timeline for Execution

01/01/2019-12/31/2019

Conclusion

Requesting Board approval for the 2019 Services Agreement between TRIMIN Systems, Inc. and Aitkin County for our Agency Collections Software (ACS).

CMHS Services Agreement for 2019

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES BETWEEN

(County)
and
TRIMIN SYSTEMS, INC.

This Agreement made by and between _____, hereinafter referred to as the "County" and TriMin Systems Inc., 2277 Highway 36 West, Suite 250, St. Paul, Minnesota, hereinafter referred to as "TriMin". Where the Agreement refers to "User Group", it is understood to mean all counties who are parties to this Agreement.

WITNESSETH

WHEREAS, the County wishes to retain professional services to obtain computer programming and technical assistance for the maintenance and support of computer systems now in use by the County and a number of other counties; and

WHEREAS, the County has undertaken to retain professional services as described above as a member of a group of Minnesota county welfare and human services agencies and other entities, sometimes known as Computer Management for Human Services (CMHS); and

WHEREAS, TriMin has and will be expected to render support services hereunder.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and for other good and valuable consideration, the parties agree as follows:

I. Systems to be supported.

TriMin agrees to provide computer programming, technical assistance, and related services to support and maintain the systems and systems components including, but not limited to:

- A. Agency Collection System (ACS)
- B. Social Welfare System (SWS)

II. Support Definition.

- A. Support: TriMin will provide application support for County via telephone, email and CMHS meetings as requested, not to exceed 4 times per year. Support includes the following aspects:
1. Consultation and problem assistance
 2. New staff orientation/overview training (remotely)
 3. Bug Fixes
 4. Mandated Modifications, per II-C below
 5. Invoicing of charges to the County
- B. Special Projects: "Special Projects" are those projects which the User Group may authorize from time to time above the fixed annual amount for Support. A Special Project shall be initiated upon receipt of written notification from the CMHS Executive Board.
- C. Mandated Systems Modifications: "Mandated Systems Modifications" are those systems modifications necessitated by mandates or service program changes imposed by federal or state laws, rules, or regulations. TriMin agrees that Mandated Systems Modifications shall be undertaken without delay and with the understanding that, with respect to completion of the modifications, time is of the essence. Mandated Systems Modifications shall take precedence over any other project or maintenance service being performed pursuant to this Agreement.

Mandated Systems Modifications services shall be included in the scope of this support agreement, provided that the estimated hours for any particular mandated modification is less than or equal to 40 hours of effort.

In the event that a Mandated Systems Modification effort is deemed to be greater than 40 hours the Mandated Systems Modifications services shall be approved by the CMHS Executive Board and funded by Counties participating in the Annual Support for a given application (i.e. ACS or SWS).

Mandated Systems Modifications shall be subject to the cost allocation billing rates and special conditions set forth in this Section and in Sections III. and IV. below.

Mandated Systems Modifications shall be initiated upon receipt of authorization from the CMHS Executive Board.

- D. Direct Support: "Direct Support" is that assistance provided to the County or to a group of counties at its/their request and is not Shared Support. Direct Support includes, but is not limited to, start-up services for the County, special seminars or training or modifications for a county or counties not requested by the User Group as a whole.

III. Allocation of Charges and Costs

- A. Charges and costs for Support, Special Projects, and Mandated Systems Modifications, as defined in Section II-A, B, and C above, shall be billed to the County.
- B. Charges and costs for Direct Support, as defined in Section II-D, above, shall be chargeable to the County requesting such services, and TriMin shall bill the County for Direct Support. Direct support charges and costs shall be itemized according to type of services.

IV. Billings of Charges and Costs for Counties that submit signed agreement by December 14, 2018

A. TriMin shall bill the County the charges and costs for Support services, as defined in Section II, above, at a flat rate as set forth below, and per the system(s) used and selected below by the county (per "x" in square(s) below):

Annual Support for ACS, paid as one-time charge (one billing): \$1,200

Annual Support for SWS, paid as one-time charge (one billing): \$1,200

B. TriMin shall bill the County the charges and costs for Special Projects as defined in Section II-B, above, at the hourly rates, set forth in Section IV-D, below. Such billing shall identify the system being supported.

C. Invoices pursuant to Section IV-A and IV-B above, shall be billed no more than 30 days in advance to the County, annually for charges in section IV-A above, and on a quarterly basis for charges related to Section IV-B (if any), and shall be paid by the county within forty-five (45) days of the date of the invoice.

D. The hourly rates charged by TriMin during the duration of this Agreement shall be the following:

\$165 per hour

E. Non-payment and remedies of TriMin: In the event that the County does not pay TriMin, within forty-five (45) days of the date of the invoice, the amount due pursuant to the Annual invoice, TriMin shall have the option to terminate its obligation to render further services to the County upon fourteen (14) days written notice thereof.

V. Allowance for Cost of Additional Services

Special Projects and Mandated Systems Modifications, as defined in Sections II-B and II-C, above, may only be billed to County if approved by CMHS Executive Board prior to commencement of services being performed on County's behalf. The actual expenditure of this allowance is only authorized as defined in Sections II-B and II-C above.

VI. Warranties of the Parties

A. TriMin represents and warrants as follows:

1. TriMin represents and warrants that any modifications, enhancements, or related products furnished pursuant to Section I above are designed to and will meet the functional and performance specifications and standards to be agreed upon by the parties.
2. TriMin represents and warrants that the modifications or enhancements and related products are, or shall be when completed and delivered hereunder, original work products of TriMin and that neither the modifications, enhancements, and related products nor any of their elements nor the use thereof shall violate or infringe upon any patent, copyrights, or trade secret.

B. The County represents and warrants as follows:

1. The County represents, warrants, and covenants that it will provide the cooperation and assistance of its personnel, as reasonably required, and as would be necessary for the completion of TriMin's services hereunder, to the extent that the services are being rendered for the County and for the County activity or system involved.
2. The County represents and warrants that it will make prompt and full disclosure to TriMin of any information regarding the government requirements and regulations related to the government program and that the system services.

VII. Other Conditions

- A. Entire Agreement; Requirement of a Writing: Except where negotiations are otherwise authorized in the Agreement, 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 Agreement presently in effect between the parties relating to the subject matter hereof.

Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the authorized representatives of the parties.

- B. Non-Assignment: TriMin shall not assign any interest in the Agreement without the prior written consent of the County thereto, provided, however, that claims for money due or to become due to TriMin from the County under this Agreement may be assigned to a bank, trust company, or other financial institutions without such approval.
- C. Conflicts of Interest. TriMin covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance under this Agreement. TriMin further covenants that in the performance of this Agreement, no persons having any such conflicting interest shall be employed.

- D. Subcontracting. None of the work or services covered by this Agreement, and properly authorized by the User Group, shall be subcontracted without prior written approval of the CMHS Executive Board.

Said written consent shall not be unreasonably withheld in the event that TriMin shall reasonably request the authority to delegate or subcontract or consult regarding services to be provided hereunder and shall do so in writing except in the event of emergency, and shall request such authority only as to qualified personnel or entities, all of which shall be without any release of the responsibility of TriMin hereunder to the County for the services provided.

- E. Expenses Incurred: No Payment shall be made under this Agreement for any expenses incurred in a manner contrary to any provision contained herein or in a manner inconsistent with any federal, state, or local law, rule, or regulations.
- F. Independent Contractor: For the purpose of this Agreement, TriMin shall be deemed an independent contractor, and not an employee of the County or the User Group. Any and all employees, members, or associates of TriMin or other persons, while engaged in the work or services required to be performed by TriMin under this Agreement, shall not be considered employees of the County or the User Group; and any and all claims that may or might arise on behalf of said employees or other persons as a consequence of any act or omission on the part of said employees or TriMin, shall in no way be the obligation or responsibility of the County or the User Group.
- G. Liability: In recognition of the fact that the software covered by this agreement is not owned by TriMin, and that TriMin has no control of the use of the software by the County, TriMin's liability in performance of this Agreement shall be satisfied by its maintaining in full force and effect professional liability insurance as set forth in Section VII-I-4, below. In no event shall TriMin be liable for any consequential, indirect, special, punitive or incidental damages, whether foreseeable or unforeseeable. The limitations of damages does not apply to indemnification claims or data practice violations.

- H. Disclaimer of Warranties: Except as expressly provided in this Agreement, there are no warranties, express or implied, including but not limited to implied warranties of merchantability or fitness for a particular purpose.

- I. Indemnification: Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be the party, its agents, servants or employees, in the execution or performance or failure to adequately perform its obligations pursuant to this Agreement.

- J. Insurance: TriMin, for the benefit of itself, the County, and the User Group, at all times during the term of this Agreement, shall maintain and keep in full force and effect the following.
1. A single limit, combined limit, or excess umbrella automobile liability insurance policy, if applicable, covering agency-owned, non-owned and hired vehicles used regularly in provision of services under this Agreement, in an amount of not less than one million dollars (\$1,000,000) per accident for combined single limit.
 2. A single limit or combined limit or excess umbrella general liability insurance policy of an amount of not less than two million dollars (\$2,000,000) for property damage arising from one (1) occurrences, two million dollars (\$2,000,000) for total bodily injury including death and/or damages arising from one (1) occurrence, and two million dollars (\$2,000,000) for total personal injury and/or damages arising from one (1) occurrence. Such policy shall also include contractual liability coverage.
 3. Statutory Workers' Compensation Insurance
 4. Professional liability (errors and omissions) insurance in an amount of not less than one million five hundred thousand and no/100th dollars (\$1,500,000.00).
 5. TriMin will provide the CMHS Chairperson with certificates of insurance as requested and provide that the insurance carrier will notify the CMHS Chairperson in writing at least thirty (30) days prior to any reduction, cancellation, or material alteration in TriMin's insurance coverage.
- K. Local Alterations: For each of the systems supported under this contract, the maintained by TriMin shall be designated the "Base System". The parties to Agreement agree to accept the base system and modifications to the base system as approved by the CMHS Executive Board. TriMin shall not be liable for claims arising from local alterations. The term "Local Alterations" shall include, but not be limited to, any software modification, and any modification to system operations contrary to those specified in the system documentation.
- L. Data Practices: All data collected, created, received, maintained, disseminated or used for any purposes in the course of TriMin's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13, and any other applicable state statutes and rules adopted to implement the Act as well as other state and federal laws on data privacy. TriMin agrees to abide by these statutes, rules and regulations currently in effect and as they may be amended. TriMin designates Joe McNiff, as its "responsible authority" pursuant to the Minnesota Government Data Practices Act for purposes of this Agreement, the individual responsible for the collection, reception, maintenance, dissemination, and use of any data on individuals and other government data including summary data.
- M. Force Majeure: TriMin shall not be held responsible for delay or failure to perform when such delay or failure is due to any of the following uncontrollable circumstances: fire, flood, epidemic, strikes, wars, acts of God, unusually severe weather, acts of public authorities, or delays or defaults caused by public carriers.
- N. Severability: The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or other phrase of this Agreement is, for any reason, held to be contrary to the law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining provisions of this Agreement.
- O. Governing Laws: The laws of the State of Minnesota shall govern as to the interpretation, validity, and effect of this Agreement.
- P. Non-Discrimination: In carrying out the terms of this Agreement, TriMin shall not discriminate against any employee, applicant for employment, or other person, supplier, or contractor, because of race, color, religion, sex, sexual orientation, marital status, national origin, disability, or public assistance.
- Q. Applicability of Uniform Commercial Code: Except to the extent the provisions of this Agreement are clearly inconsistent therewith, this Agreement shall be governed by the applicable provisions of the Uniform Commercial Code. To the extent this Agreement entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the Uniform Commercial Code, except when deeming such services as "goods" would result in a clearly unreasonable interpretation.

- R. Whereas Clauses: The matters set forth in the "Whereas" clauses on page (1) hereof are incorporated into and made a part of this Agreement.
- S. Paragraph Headings: The paragraph and subparagraph headings used in this Agreement are for reference purposes only and shall not be deemed to be a part of this Agreement.
- T. Pursuant to Minn. Stat. §16C.05, Subd.5, the Contractor agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this Agreement. Contractor agrees to maintain these records for a period of six years from the date of termination of this Agreement.
- U. Liability of the County shall be governed by the provisions of Minnesota Statutes, Chapter 466 (Tort Liability, Political Subdivisions) and other applicable law. This Agreement shall not constitute a waiver by the County of limitations on liability provided by Minnesota Statutes, Chapter 466 or other applicable laws.

V. Duration

The duration of this Agreement shall be January 1, 2019, to December 31, 2019, inclusive.

W. Cancellation

This Agreement is binding for the duration of the agreement (1 year) and may not be canceled by the County or by TriMin within the contract period.

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

Accepted and Agreed for:

Accepted and Agreed for:

County: _____

TriMin Systems, Inc.

Signed By: _____

Signed By: _____

Name: _____

Name: Joe McNiff

Title: _____

Title: Vice President

Date: _____

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

Annual contract renewal between Aitkin County Health and Human Services and Phil Tange, LICSW.

Objective

Phil provides clinical supervision, pre-petition screenings for mental health and chemical dependency commitments, diagnostic assessments for those without insurance, and read and approve documents for mental health cases

Opportunity

This service supports our Health and Human Services staff as well as community residents needing and/or receiving mental health supports.

Existing or New Contract

This is a contract renewal.

Changes to Existing Contract

This contract does not contain any changes for the 2019 service span.

Timeline for Execution

1/1/19-12/31/19

Conclusion

We are requesting the Aitkin County Board to continue to support Aitkin County Health and Human Services contract with Phil Tange.



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

PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT between, Aitkin County Health & Human Services, 204 1st Street NW, Aitkin, Minnesota 56431, hereafter referred to as the Department and Phil Tange, LICSW, hereafter referred to as Contractor; enter into this agreement for the period from January 1, 2019 to December 31, 2019.

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.

Individual and group clinical supervision as required under the Comprehensive Mental Health Act and the Comprehensive Children’s Mental Health Act. Pre-petition screenings for chemical dependency and mental health commitments. Read and approve LOCUS, functional assessments, and adult mental health case plans. Complete Diagnostic Assessments for those without insurance, if needed.

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:

- A. The application of its intake procedures and requirements to clients.
- B. The methods, times, means and personnel for furnishing Purchased Services to eligible clients.
- C. 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

- A. 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.
- B. Maintain records for audit purposes.
- C. 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

- A. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality of for any purpose not directly connected with the administration of the Departments or Contractors responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client or his\her responsible parent or guardian.
- B. 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

- A. 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.

- B. 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

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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

- A. 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.
- B. This contract may be terminated or renegotiated upon 30 days written notification by either party.
- C. Phil Tange agrees to provide Aitkin County Health & Human Services, (attached to the contract):
 - 1. Verification of professional qualifications and licensure. (Attachment B).
- D. Program and fiscal records shall be retained in the Contractor facility for a minimum of five years.
- E. 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 (Phil Tange) have executed this agreement as of the day and year first above written:

BY: _____
Cynthia Bennett, Director
Aitkin County Health & Human Services

DATE: _____

BY: _____
Chairperson
Aitkin County Health & Human Services Board

DATE: _____

BY: _____
Phil Tange, LICSW

DATE: _____

APPROVED AS TO FORM AND EXECUTION

BY: _____
Jim Ratz
County Attorney

DATE: _____

COST & DELIVERY OF PURCHASED SERVICES

Mental Health Professional Time as follows:

Clinical Supervision for four 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 (preparation and interviews)	@	\$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; minimum of four hours with maximum of eight hours per day.

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.



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

State of Minnesota Department of Human Services Behavioral Health Division and Aitkin County

Objective

This contract provides Aitkin County with a Mental Health grant to help serve county residents with mental health needs and also reimburses a portion of employee provided mental health services.

Opportunity

This grant also allows us to support a position through Lakes and Pines that works with individuals who identify with mental health needs and also provides additional resources for mental health services.

Existing or New Contract

Existing Contract

Changes to Existing Contract

Changes include:

1. Updated dates for the 2019-2020 grant cycle
2. Amount of grant changed from \$110,836 (2017/2018) to \$102,836 (2019/2020)

Timeline for Execution

01/01/2019-12/31/2020

Conclusion

Requesting Board approval for the 2019/2020 grant contract agreement between State of Minnesota Department of Human Services Behavioral Health Division and Aitkin County for the Community Support Program (CSP) grant.

State of Minnesota Department of Human Services County Grant Contract

RECITALS

THIS GRANT CONTRACT, and amendments and supplements thereto, is between State of Minnesota, acting through its Department of Human Services, Behavioral Health Division (hereinafter STATE) and the county of Aitkin, address 204 First Street NW, Aitkin, MN 56431 (hereinafter COUNTY), witnesseth that:

WHEREAS, the STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6) and 245.461 to 245.486 (the “Minnesota Comprehensive Adult Mental Health Act”) is empowered to enter into grant contracts to create and ensure a unified, accountable, comprehensive adult mental health system, and

WHEREAS, pursuant to the Minnesota Comprehensive Adult Mental Health Act, County and State will collaborate to provide supports and services that:

- (1) recognize the right of adults with mental illness to control their own lives as fully as possible;
- (2) promote the independence and safety of adults with mental illness;
- (3) reduce chronicity of mental illness;
- (4) eliminate abuse of adults with mental illness;
- (5) provide services designed to:
 - (i) increase the level of functioning of adults with mental illness or restore them to a previously held higher level of functioning;
 - (ii) stabilize adults with mental illness;
 - (iii) prevent the development and deepening of mental illness;
 - (iv) support and assist adults in resolving mental health problems that impede their functioning;
 - (v) promote higher and more satisfying levels of emotional functioning; and
 - (vi) promote sound mental health; and
- (6) provide a quality of service that is effective, efficient, appropriate, and consistent with contemporary professional standards in the field of mental health.

NOW, THEREFORE, it is agreed:

1. COUNTY'S RESPONSIBILITIES. COUNTY shall:

- 1.1 Work to achieve the mission statement described in the Minnesota Comprehensive Adult Mental Health Act, in accordance with Attachment A, which is attached and incorporated into this grant contract.
- 1.2 Ensure all revenue received by COUNTY and its contracted, or subcontracted providers shall be managed according to Minnesota Rules chapter 9535.1740, subp.3.
- 1.3 Have written policy and procedures governing accounting and operational procedures.
- 1.4 Ensure that all sub-contracts entered into under this agreement are written to comply with Minn. Stat. 245.466, subd. 3, and 256.0112.
- 1.5 Have a transition plan that complies with Minn. Stat. 245.466 subd. 3a.
- 1.6 Include persons with mental illness and tribal organizations of the county/region in the development, implementation, and evaluation of all Adult Mental Health Plans.
- 1.7 Ensure that Adult Mental Health Initiative projects are planned and administered according to Minn. Stat. 245.4661.
- 1.8 Ensure that Community Support Plan services are planned and administered according to Minn. Stat. 245.4712, subd. 1.
- 1.9 When applicable, ensure contracted providers bill eligible insurance first before using grant funding.
- 1.10 Complete and ensure all data reporting requirements are met, including, but not limited to, requirements related to the Mental Health Information System (MHIS) and the Social Services Information System (SSIS) as directed by the STATE.

2. CONSIDERATION AND TERMS OF PAYMENT.

2.1 Consideration. Consideration for all services performed and goods or materials supplied by COUNTY pursuant to this grant contract shall be paid by the STATE as follows:

(a.) Compensation. COUNTY will be paid in accordance with Attachment A. Attachment A, "Budget", covers two full calendar years. The total budget amount indicated in Attachment A is to be dispersed over two years. In calendar year 2019, GRANTEE shall not invoice the STATE, and STATE shall not pay GRANTEE, for more than half the total budget amount indicated in Attachment A.

All expenditures must be for services, or items necessary for the delivery of those services. "Capital" purchases are prohibited. Capital purchases are defined as something which has a useful life of more than one year and a per-unit acquisition cost which exceeds \$5,000 and is 1) land, buildings (facilities),

equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; or 2) additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations of the items listed above that materially increase their value or useful life (not ordinary repairs and maintenance).

Revisions to the grant plan budget require prior approval from the STATE. Notwithstanding Clause 9 of this contract, revisions may be done on a form provided by the STATE. Revisions are required when adding or removing a BRASS code to the budget or adding or removing a provider(s). Amendments are required when extending the end date or changing the total grant award, pursuant to Clause 9 of this contract.

(b.) Reimbursement. Reimbursement for travel and subsistence expenses actually and necessarily incurred by COUNTY'S performance of this grant contract shall be no greater amount than provided in the current Commissioner's Plan (which is incorporated by reference) promulgated by the Commissioner of Minnesota Management and Budget. COUNTY shall not be reimbursed for travel and subsistence expense incurred outside the State of Minnesota unless it has received prior written approval for such out of state travel from the STATE.

(c.) Total obligation. The total obligation of the STATE for all compensation and reimbursements to COUNTY shall not exceed one hundred two thousand eight hundred thirty six dollars **(\$102,836.00)**.

(d.) For compensation payable under this grant contract, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by the State as required.

2.2. Terms of Payment

(a.) Compensation shall be as follows:

The county will receive one initial payment of **\$12,855.00**. Following each March 31st, June 30th, September 30th and December 31st of each year of the contract, the COUNTY will report expenditures on the quarterly SEAGR report (DHS-2557) and on the BRASS-Based Grant Fiscal Report (DHS-2895). The COUNTY must use the DHS-2895 form specific to the grant. Upon receipt, the STATE will reimburse the COUNTY for expenditures reported. (b.) Within sixty (60) days of the end of the grant period, the STATE will complete a reconciliation of payments issued against expenditures reported by the COUNTY.

(c.) If actual expenditures by the COUNTY are less than listed in the total approved program budget at the end of the grant contract's term, the STATE shall reduce the final payment so as not to exceed total expenditures.

3. CONDITIONS OF PAYMENT. All services provided by COUNTY pursuant to this grant contract shall be performed to the reasonable satisfaction of the STATE, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. COUNTY shall not receive payment for work found by the STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

4. PAYMENT RECOUPMENT. The COUNTY must reimburse the STATE upon demand or the STATE may deduct from future payments under this grant contract any amounts paid by the STATE, under this or any previous grant contract, for which invoices and progress 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 grant services and in accordance with Minn. Stat. 245.483.

5. TERMS OF GRANT CONTRACT. This grant contract shall be effective on **January 1, 2019**, or upon the date that the final required signature is obtained by the STATE, pursuant to Minnesota Statutes, section 16C.05, subdivision 2, whichever occurs later, and shall remain in effect through **December 31, 2020**, or until all obligations set forth in this grant contract have been satisfactorily fulfilled, whichever occurs first. COUNTY understands that NO work should begin under this grant contract until ALL required signatures have been obtained. STATE will notify COUNTY when all required signatures have been obtained. The COUNTY shall have a continuing obligation, after said grant period, to comply with the following provisions of grant clauses: 10. Liability; 11. State Audits; 12. Information Privacy and Security; 13. Intellectual Property Rights; and 17. Jurisdiction and Venue.

6. CANCELLATION.

6.1. For Cause or Convenience. This grant contract may be cancelled by the STATE or COUNTY at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, COUNTY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. The STATE has the right to suspend or terminate this grant contract immediately when the STATE deems the health or welfare of the service recipients is endangered, when the STATE has reasonable cause to believe that the COUNTY has breached a material term of the grant contract, or when COUNTY'S non-compliance with the terms of the grant contract may jeopardize federal financial participation.

6.2. Insufficient Funds. The STATE may immediately terminate this grant contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written notice to the COUNTY. The STATE is not obligated to pay for any services that are provided after notice and effective date of termination. However, the COUNTY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The STATE will not be assessed any penalty if the grant contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The STATE must provide the COUNTY notice of the lack of funding within fifteen (15) days of the STATE's receiving that notice.

6.3. Breach. Notwithstanding clause 6.1., upon STATE's knowledge of a curable material breach of the grant contract by COUNTY, STATE shall provide COUNTY written notice of the breach and thirty (30) days to cure the breach. If COUNTY does not cure the breach within the time allowed, COUNTY will be

in default of this grant contract and STATE may cancel the grant contract immediately thereafter. If COUNTY has breached a material term of this grant contract and cure is not possible, STATE may immediately terminate this grant contract.

7. AUTHORIZED REPRESENTATIVES and RESPONSIBLE AUTHORITY.

7.1. State. The STATE'S authorized representative for the purposes of administration of this grant contract Ashley Warling-Spiegel or her successor. Such representative, acting on behalf of the STATE, shall have final authority for acceptance of COUNTY'S services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 2.2. All notices required under this grant contract shall be made to the Authorized Representative. If the STATE's Authorized Representative changes at any time during this grant contract, STATE will notify COUNTY in a reasonable amount of time.

7.2. County. The COUNTY's Authorized Representative is Kim Larson or her successor. If the COUNTY's Authorized Representative changes at any time during this grant contract, the COUNTY must immediately notify the STATE. All notices required under this grant contract shall be made to the Authorized Representative.

8. ASSIGNMENT. COUNTY will not assign, transfer or subcontract any rights or obligations under this grant contract without the prior written consent of the STATE, except to the extent a subcontract is explicitly listed in Attachment A, the Approved Mental Health Plan.

9. AMENDMENTS. Any amendments to this grant contract shall be in writing, and shall be executed by the same parties who executed the original grant contract, or their successors in office.

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

11. 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 grant contract shall 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 grant contract.

12. INFORMATION PRIVACY AND SECURITY.

- A. It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, (the "Data Practices Act") as "not public data" on individuals to COUNTY under this grant

contract. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. Minn. Stat. § 13.02, subd. 8a.

- B. It is expressly agreed that COUNTY will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, COUNTY is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this grant contract. Therefore, COUNTY is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this grant contract. If COUNTY has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this grant contract, COUNTY will be responsible for its own compliance.

13. Intellectual Property Rights.

Definitions. Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the COUNTY, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the grant contract. Works includes "Documents." Documents are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the COUNTY, its employees, agents, or subcontractors, in the performance of this grant contract.

Ownership. The STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this grant contract. The Works and Documents will be the exclusive property of the STATE and all such Works and Documents must be immediately returned to the STATE by the COUNTY upon request of STATE. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." If using STATE data, COUNTY must cite the data, or make clear by referencing that STATE is the source. For clarity, COUNTY may maintain copies of records and Works and Documents it creates under this grant contract.

Responsibilities.

Assignment of Rights. Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by the COUNTY, including its employees and subcontractors, and are created and paid for under this grant contract, the COUNTY will assign all right, title, and interest it may have in the Works and the Documents to the STATE.

Filing and recording of ownership interests. The COUNTY must, at the request of the STATE, execute all papers and perform all other acts necessary to transfer or record the STATE'S ownership

interest in the Works and Documents created and paid for under this grant contract. The COUNTY must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of the STATE, and that neither COUNTY nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.

Duty not to Infringe on intellectual property rights of others. The COUNTY represents and warrants that the Works and Documents created and paid for under this grant contract do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 10, the COUNTY is liable for any and all claims or causes of action arising brought against the STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. The COUNTY will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. This remedy of the STATE will be in addition to and not exclusive of other remedies provided by law.

14. WORKERS' COMPENSATION. The COUNTY certifies that it is in compliance with Minnesota Statute, section 176.181, subdivision 2, pertaining to workers' compensation insurance coverage. The COUNTY'S employees and agents will not be considered employees of the STATE. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE'S obligation or responsibility.

15. VOTER REGISTRATION REQUIREMENT. COUNTY certifies that it will comply with Minnesota Statutes, section 201.162 by providing voter registration services for its employees and for the public served by the COUNTY.

16. OWNERSHIP OF EQUIPMENT. The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to the STATE or to an eligible non-STATE party named by the STATE. This right will normally be exercised by the STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

17. JURISDICTION AND VENUE. This grant contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this grant contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

18. WAIVER. If either party fails to enforce any provision of this grant contract, that failure does not waive the provision or the party's right to enforce it.

19. CONTRACT COMPLETE. This grant contract, and its attachments, contains all negotiations and agreements between the STATE and the COUNTY. No other understanding regarding this grant contract, whether written or oral may be used to bind either party.

20. OTHER PROVISIONS.

20.1. COUNTY agrees that no religious based counseling shall take place under the auspices of this grant contract.

20.2. If the COUNTY has an independent audit, a copy of the audit shall be submitted to the STATE.

20.3. COUNTY must comply with all applicable requirements of the Open Meeting Law in Minnesota Statutes chapter 13D.

20.4. COUNTY and its subcontractors must comply with the Minnesota Department of Administration, Office of Grants Management policies for grants management.

20.5. Payment to Subcontractors. (If applicable) As required by Minnesota Statutes, section 471.425, the COUNTY must pay all subcontractors, according to the terms of the contract or, if no contract terms apply, within the standard payment period unless the COUNTY in good faith disputes the obligation. Standard payment period is defined in Minnesota Statutes, section 471.425, subdivision 2.

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

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION
Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05.

By: _____

Date: _____

Grant No: _____

2. COUNTY

Signatory is authorized by applicable articles, by-laws, resolutions, or ordinances to sign on behalf of the County.

By: _____

Title: _____

Date: _____

I certify that the signatories for the County have lawful authority, by virtue of the by-laws or a resolution, to bind the County to the terms of this grant contract.

(Attorney for County)

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By (with delegated authority): _____

Title: _____

Date: _____

Distribution:

Agency - Original (fully executed) grant contract

County

State Authorized Representative

Grant Application Summary

2895 BRASS Code Summary for:

Aitkin

Funding Totals

	CSP	AMHI	Moose Lake	TOTAL
TOTAL REQUESTED	\$ 102,836	\$ -	\$ -	\$ 102,836
TOTAL ALLOCATION	\$ 102,836	\$ -	\$ -	\$ 102,836
DIFFERENCE	\$ -	\$ -	\$ -	\$ -

Requested Funding By BRASS Code

BRASS CODE	CSP	AMHI	Moose Lake	TOTAL
402	\$ -	\$ -	\$ -	\$ -
403	\$ 70,116	\$ -	\$ -	\$ 70,116
408	\$ 3,300	\$ -	\$ -	\$ 3,300
416	\$ 1,500	\$ -	\$ -	\$ 1,500
418	\$ -	\$ -	\$ -	\$ -
420	\$ -	\$ -	\$ -	\$ -
431	\$ -	\$ -	\$ -	\$ -
434	\$ 22,420	\$ -	\$ -	\$ 22,420
436	\$ -	\$ -	\$ -	\$ -
437	\$ -	\$ -	\$ -	\$ -
438	\$ -	\$ -	\$ -	\$ -
443	\$ -	\$ -	\$ -	\$ -
446	\$ -	\$ -	\$ -	\$ -
451	\$ -	\$ -	\$ -	\$ -
452	\$ -	\$ -	\$ -	\$ -
454	\$ -	\$ -	\$ -	\$ -
468	\$ -	\$ -	\$ -	\$ -
469	\$ -	\$ -	\$ -	\$ -
474	\$ -	\$ -	\$ -	\$ -
491	\$ 5,500	\$ -	\$ -	\$ 5,500
493	\$ -	\$ -	\$ -	\$ -