



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 December 18, 2018

9:05 A.M. START

- 9:06 I. Review/Approval of Health & Human Services Board Agenda**
- 9:07 II. Review/Approval of November 27, 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**
- 9:15 V. Review/Approve Contracts/Agreements**
 - A. Purchase of Service Agreement between Compass Counseling Partners and ACH&HS for January 1, 2019 through December 31, 2019.**
 - B. Purchase of Service Agreement between Woodview Support Services/Oakridge Homes. Inc. and ACH&HS for January 1, 2019 and December 31, 2019.**
 - C. Purchase of Service Agreement between Northern Psychiatric Associates and ACH&HS for January 1, 2019 through December 31, 2019.**
 - D. Ambulance Service Contract between Mille Lacs Health Systems Ambulance and Aitkin County for January 1, 2019 through December 31, 2019.**
 - E. Ambulance Service Contract between North Memorial Medical Transportation Services and Aitkin County for January 1, 2019 through December 31, 2019.**
 - F. Purchase of Service Agreement between Northland Counseling Center, Inc. and Aitkin County for January 1, 2019 through December 31, 2019.**
 - G. Purchase of Service Agreement between George Tetreault and ACH&HS for January 1, 2019 through December 31, 2019.**
 - H. Purchase of Service Agreement between Northeast MN Office of Job Training and ACH&HS for January 1, 2019 through December 31, 2019.**
 - I. Family Planning Contract between Riverwood HealthCare Center and ACH&HS for January 1, 2019 through December 31, 2019.**
 - J. Revised AMHI CSP Grant Contract for January 1, 2019 through December 31, 2020 between MN DHS, Behavioral Health Division and Aitkin County.**

**K. Respite Care Grant for January 1, 2019 through December 31, 2019
between MN DHS, Behavioral Health Division and Aitkin County.**

- 9:25 VI. Ruth Sundermeyer, Child Support Supervisor**
A. Child Support Report
- 9:35 VII. Committee Reports from Commissioners**
- A. Joint Powers Board Report**
 - 1. Tri-County Community Health Services Board (CHS) –
Commissioner Westerlund / Erin Melz**
 - B. H&HS Advisory Committee – Commissioners Wedel and/or Pratt**
 - 1. Committee Members attending today: Bob Marcum and/or Kristine Layne**
 - 2. Draft Copy of the December 5, 2018 meeting minutes included in the packet.**
 - C. AEOA Committee Update – Commissioner Westerlund**
 - D. NEMOJT Committee Update – Commissioner Niemi**
 - E. CJI (Children’s Justice Initiative) – Commissioner Westerlund**
 - F. Lakes & Pines Update – Commissioner Niemi**

**9:50
END**

Next Meeting – January 22, 2019



**AITKIN COUNTY HEALTH & HUMAN SERVICES
COUNTY BOARD MEETING MINUTES
November 27, 2018**

Attendance

The Aitkin County Board of Commissioners met this 27th day of November, 2018, at 9:01 a.m. as the Aitkin County Health & Human Services Board, with the following members present: Commissioners Anne Marcotte, 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, Public Health Supervisor Erin Melz, Financial Assistance Supervisor Jessi Goble, Adult Social Services Supervisor Kim Larson, Assistant to the County Administrator Sue Bingham, Shawn Speed, H&HS Executive Assistant, and Guests: Penny Olson/H&HS Advisory Committee Member, Brielle Bredsten/Aitkin Independent Age, and Bob Harwarth/Citizen.

Agenda

Motion by Commissioner Wedel, seconded by Commissioner Pratt and carried, all members voting yes to approve the November 27, 2018 Health & Human Services Board agenda with the addition.

Minutes

Motion by Commissioner Westerlund, seconded by Commissioner Niemi and carried, all members voting yes to approve the October 23, 2018 Health and Human Services Board minutes.

Bills

Carli Goble noted there was one notable item on the bills this month. We paid \$1400/day for six days for a client in a Certified Behavioral Health Hospital while services were arranged for them to move back into their home as opposed to having to move into a nursing home.

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

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

Cynthia started by giving some more details on the audit results that were reviewed last month. The first area of findings involved what is called a “notable weakness” and involved discrepancies between the OnBase electronic consumer file and the State’s documentation system Maxxis. Audit findings from 2017, in this same area, indicated a 40 percent accuracy rate. The findings from this year’s audit indicated an 85 percent accuracy rate. The employees in this area took this deficiency very seriously, implemented some tactics to make corrections and did make significant improvements. Although there is still room for additional improvement, this was a positive development. The second area of findings was what is called a “significant deficiency”, this term relates to the type of error they found not the quantity. In relation to the LCTS (Local Collaborative Time Study) and the financial reports we submit to the state, there is a requirement to have 2 signatures on these reports. We were not aware of this previously and previous audits did not site this as problematic. Now that we are aware, we will have a second person reviewing and signing those reports.

Commissioner Marcotte inquired who made up the LCTS and Cynthia responded that it is made up of the superintendents from Hill City, Aitkin and McGregor schools, Bob Bennes, the Lakes and Pines Director, a Public Health representative, a Social Services representative, our Fiscal Supervisor, and

Cynthia. She also added that they meet quarterly.

Cynthia moved on to discuss the final audit finding that involved the impressed fund or “Red Box Fund”. This auditor questioned whether or not we were utilizing this fund based on the definition of “public purpose”. He requested that we reach out to our County Attorney for a determination as to meeting that definition. If our County Attorney determines we are meeting the definition of “public purpose” we will continue as is and document in the fund guidelines this determination. If the determination results indicate the usage of this fund does not meet the definition of “public purpose” we will terminate use of the fund. Commissioner Marcotte asked what we use the fund for. Cynthia stated that it was used for clients with an immediate need with no other resources.

Commissioner Niemi asked where the dollars for this fund came from. Carli Goble answered that it was money collected from employees making personal copies.

Cynthia continued her update with a discussion on the MTM (Medical Transportation Management) plan. We are awaiting approval on the plan from DHS. Once we get approval we will be moving forward with implementation. In the meantime the counties involved have been working out some logistical items. Jessi Goble provided an updated on further detailed information. Currently, the counties in agreement along with MTM are conducting weekly webinars to develop operational plans, marketing materials, and set up specific duties and roles.

Cynthia wrapped up by discussing the upcoming opening of a Clubhouse (drop in center) for individuals with mental illness or chemical dependency issues. This will be housed at Northland Counseling Center in the log building out near Riverwood Healthcare Center. The Clubhouse will be open from 10am to 2pm and plans to offer mental health recovery groups, chemical dependency support groups, etc. Monies to support this initiative are from the Region V+ Adult Mental Health Initiative and the State Consumer Grant dollars.

Commissioner Wedel asked for more information on the background of this and where it came from. Cynthia referred to Kim Larson who relayed that we have several individuals in our County who are currently bused to Grand Rapids to partake in the Clubhouse there and the services they provide. After further discussion, research, and planning amongst HHS employees, we were able to develop a plan and partner with Northland Counseling as the service provider in this initiative. Kim stated there would be a grand opening coming up and she would keep the board apprised as to when that was in case they were interested in attending.

Review Approval of Contracts/Agreements

WIC Agreement for October 1, 2018 through September 30, 2019 between ACH&HS and the Hill City Assembly of God Church.

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

WIC Agreement for January 1, 2019 through December 31, 2019 between ACH&HS and the Bethesda Lutheran Church of Malmo.

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

Interlocal Cooperative Agreement for Regional Transition Specialist between Sourcewell and Region V+ MHI.

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

Ambulance Service Contract for January 1, 2019 through December 31, 2019 between Meds-I Ambulance Service and Aitkin County.

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

Public Health Consultant Agreement for January 1, 2019 through December 31, 2019 between ACH&HS and Dr. Donald Hughes.

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

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.

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

Service Agreement for January 1, 2019 through December 31, 2019 between New Pathways, Inc. and ACH&HS.

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

Service Agreement for January 1, 2019 through December 31, 2019 between TriMin Systems, Inc. and ACH&HS.

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

Service Agreement for January 1, 2019 through December 31, 2019 between Phil Tange, LICSW and ACH&HS.

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

CSP Grant Contract for January 1, 2019 through December 31, 2020 between MN DHS Behavioral Health Division and Aitkin County.

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

Opioid Presentation – Kim Larson and Erin Melz

Kim and Erin went through their Opioid Epidemic presentation to more familiarize the Commissioners with the growing problem of Opioid abuse in Aitkin County, the State and the Nation. In addition, this presentation provided information regarding our current initiatives and partnerships in place to address the growing problems and consequences associated with Opioid abuse.

Committee Reports

H&HS Advisory Committee Update – Penny Olson

Met on November 7, 2018.

- Penny thanked the Board for allowing her to be on the board and that she really enjoys it.
- She also talked about the SHIP presentation that was given by Hannah Colby.
- Commissioner Wedel added that there was a longer discussion on the transportation needs within the county and that it was very encouraging to hear that everyone knows that this is a huge problem within our county and that the idea was brought up to present something on the problem to the Aitkin County Township Association to get them more involved with coming up with any ideas.

Lakes and Pines Update – Commissioner Niemi

Commissioner Niemi talked about the recent retirements at Lakes and Pines of the Energy Assistance Program Manager and the HR Manager.

Mentioned that the state grant for energy assistance has been funded and that they would be processing applications and paying them as they come through their office.

The meeting was adjourned at 10:19 a.m.

Next Meeting – December 18, 2018

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

Explode Dist. Formulas Y

Paid on Behalf Of Name
on Audit List?: N

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

Save Report Options?: N

Aitkin County



<u>Vendor</u>	<u>Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u> <u>On Behalf of Name</u>
33	86222 AITKIN INDEPENDENT AGE 05-430-720-3020-6069		78.08	Child Care Advertising - Commu 11/17/2018 11/21/2018	Community Ed & Prevent/Advertising
	86222 AITKIN INDEPENDENT AGE		78.08	1 Transactions	
52	9791 Bieganek/Joan M 05-430-760-3950-6020		105.00	Guardianship/Conservator Activ 11/01/2018 11/30/2018	Guardianship/Conservatorship
	9791 Bieganek/Joan M		105.00	1 Transactions	
3	87882 Central MN Mental Health Ctr 05-430-730-3710-6080		1,960.00	Detoxification (Category I 10/31/2018 11/25/2018	Detoxification - Other
	87882 Central MN Mental Health Ctr		1,960.00	1 Transactions	
22	14974 COIL/ASHLEY 05-430-740-3890-6020		100.00	Child Respite Care 11/29/2018 11/30/2018	Child Mh Respite
	14974 COIL/ASHLEY		100.00	1 Transactions	
15	11051 Department of Human Services 05-430-720-3110-6069		361.42	BSFE County Match Invoice #A30 11/01/2018 11/30/2018	Bsf Child Care
35	05-430-730-3590-6072		7,838.09	CCDTF Maintenance of Effort 09/01/2018 09/30/2018	Ccdtf County % State Billings
	11051 Department of Human Services		8,199.51	2 Transactions	
36	10342 DHS-Anoka Metro Rtc 05-430-745-3720-6081		500.00	State-operated inpatient 11/01/2015 11/30/2015	State-Operated Inpatient - Rtc Or Cbhh
	10342 DHS-Anoka Metro Rtc		500.00	1 Transactions	
25	9220 DHS-MSOP 05-430-745-3721-6081		1,119.00	State-operated inpatient 11/01/2018 11/30/2018	Commitment Costs - Poor Relief
26	05-430-745-3721-6081		2,797.50	State-operated inpatient 11/01/2018 11/30/2018	Commitment Costs - Poor Relief
27	05-430-745-3721-6081		2,797.50	State-operated inpatient	Commitment Costs - Poor Relief

Aitkin County



<u>Vendor No.</u>	<u>Name</u> <u>Account/Formula</u>	<u>Rpt</u> <u>Accr</u>	<u>Amount</u>	<u>Warrant Description</u> <u>Service Dates</u>	<u>Invoice #</u> <u>Paid On Bhf #</u>	<u>Account/Formula Description</u> <u>On Behalf of Name</u>
28	05-430-745-3721-6081		1,119.00	State-operated inpatient 11/01/2018 11/30/2018		Commitment Costs - Poor Relief
9220	DHS-MSOP		7,833.00	4 Transactions		
23	89965 DHS-ST PETER-SEE LIST 05-430-745-3721-6081		8,745.00	State-operated inpatient 11/01/2018 11/30/2018		Commitment Costs - Poor Relief
24	05-430-745-3721-6081		8,745.00	State-operated inpatient 11/01/2018 11/30/2018		Commitment Costs - Poor Relief
89965	DHS-ST PETER-SEE LIST		17,490.00	2 Transactions		
43	91345 Elvecrog/Roberta C 05-430-750-3950-6020		70.00	Public guardianship 11/01/2018 11/30/2018		Public Guardianship Dd
44	05-430-750-3950-6020		105.00	Public guardianship 11/01/2018 11/30/2018		Public Guardianship Dd
50	05-430-760-3950-6020		105.00	Guardianship/Conservatorship 11/01/2018 11/30/2018		Guardianship/Conservatorship
51	05-430-760-3950-6020		70.00	Guardianship/Conservatorship 11/01/2018 11/30/2018		Guardianship/Conservatorship
91345	Elvecrog/Roberta C		350.00	4 Transactions		
13	13687 Family Assessment Services 05-430-710-3190-6020		130.00	Parenting assessment travel - 11/08/2018 11/08/2018		Court Related Services & Activities
14	05-430-710-3190-6020		687.50	Parenting assessment - Court-R 11/08/2018 11/08/2018		Court Related Services & Activities
30	05-430-710-3640-6020		130.00	Parental assessment travel - F 11/19/2018 11/19/2018		Family Assessment Response Services
31	05-430-710-3640-6020		687.50	Parental assessment - Family A 11/19/2018 11/19/2018		Family Assessment Response Services
13687	Family Assessment Services		1,635.00	4 Transactions		
45	12468 FRIENDLY RIDER TRANSIT 05-430-760-3160-6075		35.00	Bus passes - Transportation 12/01/2018 12/01/2018		Waiver & Ac Transportation

<u>Vendor</u>	<u>Name</u>	<u>Rpt</u>	<u>Amount</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>		<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
12468	FRIENDLY RIDER TRANSIT		35.00	1 Transactions		
12	12324 HOPE 05-430-710-3190-6020		325.00	Supervised visits 11/01/2018 11/29/2018		Court Related Services & Activities
	12324 HOPE		325.00	1 Transactions		
41	11072 Lutheran Social Service Of Mn-St Paul 05-430-750-3950-6020		143.75	Public Guardianship 10/01/2018 10/31/2018		Public Guardianship Dd
42	05-430-750-3950-6020		11.50	Public Guardianship 10/01/2018 10/31/2018		Public Guardianship Dd
49	05-430-760-3950-6020		851.00	Guardianship/Conservatorship 10/01/2018 10/31/2018		Guardianship/Conservatorship
	11072 Lutheran Social Service Of Mn-St Paul		1,006.25	3 Transactions		
1	89163 NEMOJT 05-430-720-3370-6038		2,556.00	DWP Empl Service-Qtrly Pmt 10/01/2018 12/31/2018		Mfip-Employment Services
2	05-430-720-3370-6038		14,375.00	MFIP Empl Service-Qtrly Paymen 10/01/2018 12/31/2018		Mfip-Employment Services
	89163 NEMOJT		16,931.00	2 Transactions		
21	10977 Northern Psychiatric Associates 05-430-740-3050-6020		312.63	Child Outpatient Diagnostic As 11/16/2018 11/16/2018		Child Outpat Assess/Psyc. Testing
17	05-430-745-3085-6020		312.63	Adult Outpatient Diagnostic As 11/16/2018 11/16/2018		Adult Outpat Diagnostic Assess/Psyc
18	05-430-745-3085-6020		312.62	Adult Outpatient Diagnostic As 11/16/2018 11/16/2018		Adult Outpat Diagnostic Assess/Psyc
	10977 Northern Psychiatric Associates		937.88	3 Transactions		
16	3639 Northland Counseling Ctr Inc 05-430-730-3710-6020		3,575.00	Detoxification (Category I) 10/31/2018 11/29/2018		Detoxification - Grand Rapids
	3639 Northland Counseling Ctr Inc		3,575.00	1 Transactions		
	90748 Oakridge Homes Sils					

Aitkin County



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<u>No.</u> <u>Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u> <u>On Behalf of Name</u>
37 05-430-750-3340-6073		100.92	Semi-Independent Living Serv 10/31/2018 10/31/2018	Semi-Independent Living Serv (Sils)
38 05-430-750-3340-6073		454.14	Semi-Independent Living Serv 11/02/2018 11/21/2018	Semi-Independent Living Serv (Sils)
39 05-430-750-3340-6073		580.29	Semi-Independent Living Serv 11/01/2018 11/29/2018	Semi-Independent Living Serv (Sils)
40 05-430-750-3340-6073		16.82	Semi-Independent Living Serv 11/19/2018 11/19/2018	Semi-Independent Living Serv (Sils)
90748 Oakridge Homes Sils		1,152.17	4 Transactions	
14744 PRESBYTERIAN FAMILY FOUNDATION, 05-430-760-3950-6020		16.35	Guardianship/Conservatorship 11/01/2018 11/30/2018	Guardianship/Conservatorship
47 05-430-760-3950-6020		266.26	Guardianship/Conservatorship 11/01/2018 11/30/2018	Guardianship/Conservatorship
48 05-430-760-3950-6020		17.00	Guardianship/Conservatorship 08/27/2018 08/28/2018	Guardianship/Conservatorship
14744 PRESBYTERIAN FAMILY FOUNDATION, 05-430-760-3950-6020		299.61	3 Transactions	
9489 Redwood Toxicology Laboratory, Inc 05-430-710-3190-6020		10.00	Acct# 022622 - 11/08/2018 11/30/2018	Court Related Services & Activities
5 05-430-710-3190-6020		27.00	Acct# 022622 11/08/2018 11/30/2018	Court Related Services & Activities
6 05-430-710-3190-6020		10.00	Acct # 022622 - 11/17/2018 11/17/2018	Court Related Services & Activities
7 05-430-710-3190-6020		6.75	Acct # 022622 11/08/2018 11/08/2018	Court Related Services & Activities
8 05-430-710-3190-6020		27.00	Acct # 022622 - 11/03/2018 11/28/2018	Court Related Services & Activities
9 05-430-710-3190-6020		17.75	Acct # 022622 - 11/03/2018 11/03/2018	Court Related Services & Activities
10 05-430-710-3190-6020		5.00	Acct # 022622 - 11/03/2018 11/03/2018	Court Related Services & Activities
11 05-430-710-3190-6020		25.00	Acct # 022622 11/06/2018 11/06/2018	Court Related Services & Activities
29 05-430-710-3640-6020		3.50	Acct # 022622 11/02/2018 11/02/2018	Family Assessment Response Services

Aitkin County



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<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>		<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
9489	Redwood Toxicology Laboratory, Inc		132.00	9 Transactions		
34	86177 SHERIFF AITKIN COUNTY 05-430-720-3980-6020		60.00	Day Care Background Check - Li 11/06/2018 11/29/2018		License And Resource Development
	86177 SHERIFF AITKIN COUNTY		60.00	1 Transactions		
32	14390 TANGE, MSW/PHILIP B 05-430-740-3900-6020		112.50	Clinical supervision-Child Rul 11/15/2018 11/15/2018		Child Rule 79 Case Mgmt
19	05-430-745-3090-6050		427.50	Pre-Petition Screening/Hearing 11/06/2018 11/06/2018		Pre-Petition Screening/Hearing
20	05-430-745-3910-6020		315.00	Clinical supervision-Adult Rul 11/15/2018 11/15/2018		Adult Rule 79 Case Mgmt
	14390 TANGE, MSW/PHILIP B		855.00	3 Transactions		
53	14040 WELLS FARGO BUSINESS CREDIT 05-430-700-4800-6805		1,465.53	MH INIT Transportation 11/08/2018 11/20/2018		Mh Init - Transportation
	14040 WELLS FARGO BUSINESS CREDIT		1,465.53	1 Transactions		
	Final Total		65,025.03	22 Vendors	53 Transactions	

Aitkin County



Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
	5	65,025.03	Health & Human Services	
	All Funds	65,025.03	Total	Approved by,
			
			



Item V.A.

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

This purchase of service agreement is with Compass Counseling Partners, Nisswa, MN.

Objective

Compass Counseling Partners provides psychological evaluations and tests ordered by the court system. Most often, the services provided by Compass Counseling are needed as part of the court commitment process.

Opportunity

These services assist clients with receiving the mental health services needed to provide for their safety.

Existing or New Contract

This is an existing contract.

Changes to Existing Contract

No changes have been made to the existing contract,

Timeline for Execution

January 1, 2019 to December 31, 2019

Conclusion

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



Aitkin County Health & Human Services

204 FIRST STREET NW
AITKIN, MINNESOTA 56431-1291
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PURCHASE OF SERVICE AGREEMENT

The **Aitkin County Health & Human Services**, 204 1st Street NW, Aitkin, Minnesota 56431, hereafter referred to as the Department and **Compass Counseling Partners**, 25282 Hazelwood Drive, Nisswa, MN 56468, hereafter referred to as Contractor; enter into this agreement for the period from January 1, 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.

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

II. COST AND DELIVERY OF PURCHASED SERVICES

Statements will be submitted by the 10th of each month in the approved format detailing services provided in the prior month. Payment by the Department to Contractor will be by the end of the month and will be based on actual billing.

III. DELIVERY OF CARE AND SERVICES:

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

- A. The application of its intake procedures and requirements to clients. The methods, times, means, and personnel for furnishing Purchased Services to eligible 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 Contractor's records, in accordance with state and federal laws and regulations, at reasonable hours in order to exercise their responsibility to monitor the services.
- B. Maintain records at Compass Counseling Partners 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 Department's or Contractor's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client or his\her responsible parent or guardian.
- B. The individual employed by the Contractor who is designated to assure compliance with Minnesota Government Data Practices Act, in accordance with Minnesota Statutes, section 13.46, subdivision 10, paragraph (d), shall be Frank Weber. Contractor reserves the right to designate an alternate individual to assure such compliance by written notice to Department.

VI. EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS CLAUSE:

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

VII. FAIR HEARING AND GRIEVANCE PROCEDURES:

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

VIII. BONDING, INDEMNITY, AND INSURANCE CLAUSE:

- 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 Contractor's 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 \$1,000,000.

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. Compass Counseling Partners agrees to provide Aitkin County Health & Human Services, (attached to the contract):
 - 1. Description of staffing, including job descriptions and professional qualifications of all personnel under this agreement (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.

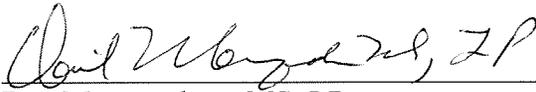
IN WITNESS WHEREOF the Department (Aitkin County Health & Human Services) and the Contractor (Compass Counseling Partners) have executed this agreement as of the day and year first above written:

BY: _____
Chairperson
Aitkin County Board of Commissioners

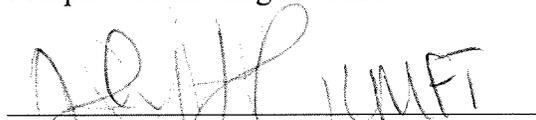
DATE: _____

BY: _____
Director
Aitkin County Health & Human Services

DATE: _____

BY: 
Dan Marquardsen, MS, LP
Compass Counseling Partners

DATE: 11/6/18

BY: 
Jennifer Vaughn, MS, LMFT
Compass Counseling Partners

DATE: 11/6/18

APPROVED AS TO FORM AND EXECUTION

BY: _____
Aitkin County Attorney

DATE: _____

Attachment A

COST & DELIVERY OF PURCHASED SERVICES

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



Item V.B.

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

This purchase of service agreement is with Woodview Support Services/Oakridge Homes, Inc., Brainerd, MN.

Objective

This contract sets the rate for Semi-Independent Living Services (SILS) provided by Woodview Support Services/Oakridge Homes, Inc.

Opportunity

These services are provided to eligible clients as part of their case plan and/or waiver program.

Existing or New Contract

This is an existing contract.

Changes to Existing Contract

No changes were made to this contract.

Timeline for Execution

January 1, 2019 to December 31, 2019.

Conclusion

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



Aitkin County Health & Human Services

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

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 **Woodview Support Services/Oakridge Homes, Inc.**, 1021 Industrial Park Road, Brainerd, MN 56401, hereafter referred to as Contractor; enter into this agreement for the period from **January 1, 2019, to December 31, 2019.**

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

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

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

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

I. CONTRACTOR'S DUTIES

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

II. COST AND DELIVERY OF PURCHASED SERVICES

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

individual service and funded by another source. The Contractor further certifies that payment claims for Purchased Services will be in accordance with rates of payment, which do not exceed amounts reasonable and necessary to assure quality of service. The Contractor further certifies that rates of payment do not reflect any administrative or program costs assignable to private pay or third-party pay service recipients.

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

III. ELIGIBILITY FOR SERVICES

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

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

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

IV. INDIVIDUAL SERVICE PLAN

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

V. PAYMENT OF PURCHASED SERVICES

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

- B. Payment: The Department must, within 30 days of the date of receipt of the invoice, make payment to the Contractor for all eligible clients identified on the invoice.

VI. RECORD DISCLOSURES

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

VII. SAFEGUARD OF CLIENT INFORMATION:

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

VIII. EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS CLAUSE:

- A. (When applicable) the Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504;
- B. (When applicable) the Contractor certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363.073 (1998). This section only applies if the grant is for more than \$100,000 and the Contractor has employed forty or more full-time employees within the State of Minnesota on a single working day during the previous 12 months.

IX. FAIR HEARING AND GRIEVANCE PROCEDURES:

- A. The department agrees to provide a fair hearing and grievance procedure in conformance with Minnesota Statutes, section 256.045, and in conjunction with fair

hearing and grievance procedures established by Minnesota Department of Human Services administrative rules.

X. BONDING, INDEMNITY, AND INSURANCE CLAUSE:

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

XI. CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION

Federal Regulation 45 CFR 92.35 prohibits the State/Department from purchasing goods or services with federal Money from vendors who have been suspended or debarred by the federal government Similarly, Minnesota Statutes, Section 16C.03, sub. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Department. 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 department; and
- B. Have not within a three-year period preceding this contract:
 - 1. Been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtained, attempting to obtain or performing a public (federal, state or local) transaction or contract;
 - 2. Violating any federal or state antitrust statutes; or
 - 3. Committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
 - 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction;
 - 2. Violating any federal or state antitrust statutes; or
 - 3. Committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this contract are in violation of any of the certifications set forth above.
- E. Shall immediately give written notice to the Contracting Officer should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

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

XII. CONDITIONS OF THE PARTIES' OBLIGATIONS:

- A. Before the termination date specified in the Introduction of this agreement, the 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. This agreement may be canceled by either party at any time, with or without cause, upon 30 days' notice, in writing, delivered by mail or person.
- C. Any alterations, variations, modifications or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement.
- D. No claim for services furnished by the Contractor, not specifically provided in the agreement, will be allowed by the 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.

- E. 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.
- F. In the event that there is a revision of Federal regulations which might make this agreement ineligible for Federal financial participation, all parties will review the agreement and renegotiate those items necessary to bring the agreement into compliance with the new Federal regulations.
- G. In accordance with Minnesota Statutes, Section 245.466, Subd.3 (1), the Commissioner of Minnesota Department of Human Services is a third party beneficiary to this contract.
- H. The Contractor shall provide Exposure Control Training for its employees and agents as described in laws or rules governing OSHA Regulations. Further, the Contractor hereby releases and holds harmless Aitkin County from any loss or injury suffered by the Contractor, its employees or agents, as a result of contract with infectious agents.

XIII. SUBCONTRACTING

- A. The Contractor shall not enter into subcontracts for any of the work contemplated under this agreement without written approval of the Department.
- B. All subcontracts shall be subject to the requirements of this contract. The Contractor shall be responsible for the performance of any subcontractor.
- C. The Contractor must ensure that any and all subcontracts to provide services under this contract must contain the following language:
 - 1. The subcontractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as a third-party beneficiary, is an affected party under this contract. The subcontractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or may sue the provider for any appropriate relief in law or equality, including but not limited to rescission, damages, or specific performances, of all or any part of the contract. Minnesota Department of Human Services is entitled to and may recover from the provider reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision must not be construed to limit the rights of any party to a contract or any other third-party beneficiary, nor must it be construed as a waiver of immunity under the Eleventh Amendment to the United States constitution or any other waiver or immunity.
 - 2. The Contractor agrees to be responsible for the performance of any subcontractor to ensure compliance to the subcontract and Minnesota Rules, part 9525.1870, subpart 3.

XIV. NONCOMPLIANCE

- A. If the Contractor fails to comply with the provisions of this contract, the Department may seek any available legal remedy.

- B. Either party must notify the other party within 30 days when a party has reasonable grounds to believe that this contract has been or will be breached in a material manner. The party receiving such notification must have 30 days, or any other such period of time as mutually agreed to by the parties, to cure the breach or anticipatory breach.

XV. COMPLIANCE WITH THE CLEAN AIR ACT:

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

XVI. MISCELLANEOUS

- 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. Program and fiscal records shall be retained in the Contractor facility for a minimum of five years.
- D. If either party wishes to terminate this service agreement at the end of its initial term, that party must give the other party prior written notice of intent to terminate at least 60 days prior to expiration of this contract. If party wishing to terminate the service agreement fails to give timely notice to other party, the service agreement will automatically renew for another calendar year, with services provided at the hourly rate stated in this agreement.

IN WITNESS WHEREOF the Department (Aitkin County Health & Human Services) and the Contractor (Woodview Support Services/Oakridge Homes Inc.) have executed this agreement as of the day and year first above written:

BY: _____
Chairperson
Aitkin County Board of Commissioners

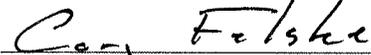
DATE: _____

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

DATE: _____

BY:  _____
Owner/Director
Woodview Support Services/Oakridge Homes Inc.

DATE: 11-15-05


Print Name of Person Signing

APPROVED AS TO FORM AND EXECUTION

BY: _____
Jim Ratz, 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

This purchase of service agreement is with Northern Psychiatric Associates.

Objective

The purpose of the contract is to provide diagnostic assessments to our client.

Opportunity

By having this contract, ACHHS is better able to serve our clients by getting a diagnostic assessment done in a more timely matter. This helps us determine if the client is eligible for additional services from our agency and to get these services in place right away.

Existing or New Contract

This is an existing contract.

Changes to Existing Contract

No changes were made to this contract.

Timeline for Execution

January 1, 2019 to December 31, 2019

Conclusion

ACHHS is asking the board to approve 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, Minnesota 56431, hereafter referred to as the Department and **Northern Psychiatric Associates**, 7115 Forthun Road, Suite 105, Baxter, MN 56425-8598, hereafter referred to as Contractor; enter into this agreement for the period from January 1, 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.

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

II. COST AND DELIVERY OF PURCHASED SERVICES

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

III. DELIVERY OF CARE AND SERVICES:

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

- 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 at Northern Psychiatric Associates 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 individual employed by the Contractor who is designated to assure compliance with Minnesota Government Data Practices Act, in accordance with Minnesota Statutes, section 13.46, subdivision 10, paragraph (d), shall be David Anderholm, M.D. Contractor reserves the right to designate an alternate individual to assure such compliance by written notice to Department.

VI. EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS CLAUSE:

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

VII. FAIR HEARING AND GRIEVANCE PROCEDURES:

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

VIII. BONDING, INDEMNITY, AND INSURANCE CLAUSE:

- 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. Northern Psychiatric Associates agrees to provide Aitkin County Health & Human Services:
 - 1. Description of staffing, including job descriptions and professional qualifications of all personnel under this agreement.
- 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 and the CONTRACTOR agree that this agreement is effective from January 1, 2019 to December 31, 2019.

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

Date: _____

BY: _____
Chairperson, Aitkin County Board of Commissioners

Date: _____

Printed Name of Board Chairperson

BY: _____
Northern Psychiatric Assoc. Clinical Director

Date: 11/21/18

Printed Name of Clinical Director

APPROVED AS TO FORM AND EXECUTION:

BY: _____
Jim Ratz, Aitkin County Attorney

Date: _____

COST & DELIVERY OF PURCHASED SERVICES

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

Complete/Scoring of Functional Assessment \$25.00/Assessment

*Functional Assessments include the CASII and SDQ's. Functional Assessments will be billed to insurance if the child has insurance coverage.

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

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



Item V.D.

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

Mille Lacs Health Systems Ambulance

Objective

Furnish Ambulance services within Aitkin County

Existing or New Contract

Existing

Changes to Existing Contract

Renewal, just changed 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

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

AMBULANCE SERVICE CONTRACT

THIS AGREEMENT between the **Aitkin County Board of Commissioners**, Aitkin, Minnesota, hereinafter referred to as the “County” and **Mille Lacs Health Systems Ambulance**, 200 North Elm Street, P.O. Box A, Onamia, Minnesota 56539, 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 Mille Lacs Health Systems Ambulance 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:

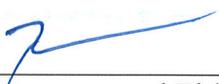
CYNTHIA BENNETT, DIRECTOR
AITKIN COUNTY HEALTH & HUMAN SERVICES
204 1st STREET N.W.
AITKIN, MN 56431

Cynthia Bennett, Director of ACH&HS

Date

Chairperson – Aitkin County Board of Commissioners

Date



Contractor and Title

Date

10-30-14

Bill Nelson, CEO

Printed Name of Contractor signing this document

Approved as to form and execution:

Aitkin County Attorney

Date



Item V.E.

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

North Memorial Medical Transportation Services

Objective

Furnish Ambulance services within Aitkin County

Existing or New Contract

Existing

Changes to Existing Contract

Renewal, just changed 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

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

AMBULANCE SERVICE CONTRACT

THIS AGREEMENT between the **Aitkin County Board of Commissioners**, Aitkin, Minnesota, hereinafter referred to as the “County” and **d/b/a North Memorial Medical Transportation Services**, Robbinsdale, Minnesota, hereinafter referred to as the “Contractor”; 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 \$45.00 per request for service, and \$55.00 per no load runs, to a maximum of \$20,000.00 per calendar year. This agreement shall not include transfers from the local hospital to other tertiary care facilities outside the County. The County will reimburse the Contractor on a monthly basis after receiving a monthly receipt of ambulance runs in Aitkin County. This itemization will include dates of service, type of service (emergency or no load run). In addition, the Contractor shall be privileged to charge each person requesting transportation a reasonable service fee in accordance with a schedule from time to time set by the Contractor.
- 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 North Memorial Medical Transportation Services 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

Patrick Coyne VP Ambulance Services

Contractor and Title

11/29/18

Date

Patrick Coyne VP Ambulance Services

Printed Name of Contractor signing this document

Approved as to form and execution:

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

This purchase of service agreement is with Northland Counseling Center, Inc., Grand Rapids, MN.

Objective

This contract is for detoxification services.

Opportunity

This service is available to Aitkin County residents.

Existing or New Contract

This is an existing contract

Changes to Existing Contract

No changes were made to the existing contract.

Timeline for Execution

January 1, 2019 to December 31, 2019.

Conclusion

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



Aitkin County Health & Human Services

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

PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT between **Aitkin County**, hereafter referred to as the County and **Northland Counseling Center, Inc.**, hereafter referred to as Northland; enter into this agreement for the period from January 1, 2019, to December 31, 2019 for Northland to provide Detoxification Services.

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

WHEREAS, the County wishes to purchase such detoxification services from Northland:

NOW THEREFORE, the parties hereto agree as follows:

I. SERVICES TO BE PROVIDED OR PURCHASED:

Now, therefore, in consideration of the agreements hereinafter set forth, the County agrees to purchase, and Northland agrees to furnish the following services for Aitkin County residents to be provided in accordance with the above statutes:

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

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

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

Northland agrees to comply with all federal, state, and local laws, statutes, ordinances, rules,

regulations, and execution orders, now in effect or hereinafter adopted, pertaining to this contract or to the facilities, programs and staff for which Northland is responsible and pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, gender, sexual orientation, marital status, status with regard to public assistance, disability, or age.

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

II. COST AND DELIVERY OF CONTRACTED SERVICES:

- A. As of January 1, 2019, the County will pay for such purchased services in the amount of \$325.00 per patient day for the remaining calendar year 2019. Billing will be submitted by the contractor on a monthly basis.
- B. Service
 - a. Bed capacity: 4
 - b. Average length of stay: 3 days
- C. Contracted services will be provided at Northland Recovery Center located at Grand Rapids, Minnesota.
- D. No charges will be billed to the County for a client's date of discharge.

III. ELIGIBILITY FOR SERVICES:

- A. Any person shall be eligible to receive services regardless of personal income.
- B. Services shall be available to individuals having a problem relating to chemical use. At least one of the factors listed below should be present before a person is admitted for services:
 - 1. Any person who appears intoxicated;
 - 2. Any person who has apparent need for evaluation of chemical use or abuse;
 - 3. Any person in danger of relapse or seeking entry into the continuum of care and/or legal placement into the continuum of care.

IV. PAYMENT FOR CONTRACTED SERVICES:

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

V. AUDIT AND RECORD DISCLOSURES:

Northland shall:

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

VI. SAFEGUARD OF CLIENT INFORMATION:

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

VII. BONDING, INDEMNITY, AND INSURANCE CLAUSE:

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

VIII. CONDITIONS OF THE PARTIES OBLIGATIONS:

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

IX. SUBCONTRACTING:

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

X. MISCELLANEOUS:

Entire Agreement: It is understood and agreed that the entire contract is contained herein and that this contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements in effect between Northland and any county welfare department(s) relating to the subject matter hereof. Northland Recovery Center is not guaranteeing Aitkin County a bed for detox use. If a need arises for Aitkin County and Northland has a bed available, Northland Recovery Center will provide detox services.

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

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

Dated _____

By: _____
Chair, Aitkin County Board of Commissioners

Dated _____

By: _____
Jim Ratz
Aitkin County Attorney

Dated _____

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

Dated 11-13-2018

Colleen Mackey
Printed Name and Title of Person Signing this document



Item V.G.

Aitkin County Health & Human Services

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

Contract

Purchase of Service Agreement with George Tetreault, MA, LP

Objective

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

Opportunity

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

Existing or New Contract

Existing Contract

Changes to Existing Contract

There are no changes to this contract.

Timeline for Execution

January 1, 2019- December 31, 2019

Conclusion

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



Aitkin County Health & Human Services

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

PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT between **Aitkin County Health & Human Services**, 204 1st Street NW, Aitkin, Minnesota 56431, hereafter referred to as the Agency and **George Tetreault, MA, LP, 11614 River Vista Drive, Baxter, MN 56425**, hereafter referred to as Contractor; enter into this agreement for the period from **January 1, 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 Agency 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 Agency pursuant to Minnesota statutes, section 373.01, 373.02, 245.465(4), and 256E.08 wishes to purchase mental health services from Contractor; and

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

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

I. SERVICES TO BE PROVIDED OR PURCHASED

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

Diagnostic assessments of children, including those aged 0-5.
Parenting capacity assessments
Case consultation

II. COST AND DELIVERY OF PURCHASED SERVICES

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

III. DELIVERY OF CARE AND SERVICES

Except as otherwise provided herein, Contractor shall maintain in all respects its present

control over and autonomy with respect to:

- 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 Agency, 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 for any purpose not directly connected with the administration of the Agency's or Contractor's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client or his/her responsible parent or guardian.
- 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 Agency 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 Agency for any liability assessed to the county and the Agency 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 Agency a certificate of insurance or other document demonstrating that such insurance has been procured. Contractor shall provide proof of insurance prior to commencement of Contractor's performance under this agreement.

- B. Insurance: The Contractor does further agree that, in order to protect himself as well as the Agency 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 Agency may evaluate the performance of the Contractor in regard to the terms of this agreement to determine whether such performance merits renewal of this agreement.
- B. 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 Agency, nor shall the Contractor do any work or furnish any material not covered by the agreement unless this is approved in writing by the Agency. Such approval shall be considered to be a modification of the agreement.
- D. If the Agency determines that funds are not being administered in accordance with the approved plan and budget, they may be withdrawn after reasonable notice to the Contractor. It is understood and agreed that the parties do not anticipate that Contractor will administer funds as a result of this agreement.
- 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 Agency. 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. **George Tetreault** agrees to provide Aitkin County Health & Human Services:
 - 1. Verification of professional qualifications and licensure.
- 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 AGENCY and the CONTRACTOR agree that this agreement is effective from January 1, 2019 to December 31, 2019.

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

Date: _____

BY: _____
Chairperson, Aitkin County Board of Commissioners

Date: _____

BY:  _____
George Tetreault, MA, LP

Date: 12/3/2018

APPROVED AS TO FORM AND EXECUTION:

BY: _____
Jim Ratz, Aitkin County Attorney

Date: _____

COST & DELIVERY OF PURCHASED SERVICES

Diagnostic Assessment \$100.00/hour

Parenting Capacity Assessment \$100.00/hour

Case Consultation \$100.00/hour



Aitkin County Health & Human Services

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

Contract

Northeast Minnesota Office of Job Training (NEMOJT) & the Aitkin County Board of Commissioners

Objective

Provide Employment Services to Individuals open to the Minnesota Family Investment Program and Diversionary Work Program.

Opportunity

NEMOJT offers mandated employment and training services to recipients of Family Cash Programs to assist families in moving toward self-sufficiency.

Existing or New Contract

Existing contract in place

Changes to Existing Contract

Dates only

Timeline for Execution

1/1/19-12/31/19

Conclusion

Seeking board approval for this contract



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PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT between the **Aitkin County Board of Commissioners**, Aitkin, Minnesota, hereinafter referred to as the “Board” and **Northeast Minnesota Office of Job Training**, P.O. Box 1028, 820 North 9th Street, Virginia, Minnesota 55792, hereinafter referred to as the “Provider”; enter into this contract for the period from **January 1, 2019 to December 31, 2019**.

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

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

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

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

I. Services to be provided

A. MFIP Program:

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

B. Diversionary Work Program (DWP):

1. Employment Services (ES) providers must meet with DWP job seekers that are referred to ES within ten days of the DWP participant's referral to ES.
2. The ES provider and job seekers must complete an initial employment plan within this ten days.
3. The ES provider must notify the county financial worker (FW) within one day that the employment plan has been completed.
4. The ES provider administers a work focused DWP-ES program with employment as the primary goal of the program.
5. The ES provider should complete employment plans that are based on a job seeker's strengths.
6. The ES provider should have, to the extent possible, a structured job search component that is intensive (i.e. full time) and mirrors work place behavior (expects job seekers to arrive on a timely basis, dress appropriately, complete assignments, etc.)
7. When appropriate, a job seeker's employment plan should address non-work issues such as securing housing or child care, plus any health or disability issues, which would delay or prevent the job seekers from being fully engaged in work activities.
8. The ES provider monitors job seeker participation and progress and apply sanctions (which result in disqualification from DWP when appropriate).
9. Provider agrees to place minor caregivers into dual-enrollment, when appropriate, working with a Social Worker in development of the Education Plan.

C. Family Stabilization Services (FSS):

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

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

II. Payment and Delivery of Services

- A. The Board and Provider agree to monitor utilization and expenditures on a monthly basis. If expenditures are substantially above or below projection, Board and Provider may consider modifications to the specified rates of payment.
- B. The Board and Provider agree that total expenditures under this agreement combined with expenditures made to other Employment and Training Providers for the same services, may not exceed the total County allocation of \$125,224.00 in State and Federal funds made to the Board for this purpose.

III. Eligibility for Services

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

IV. Payment Process

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

V. Audit and Record Disclosure

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

VI. Safeguard of Client Information

- A. The use or disclosure by any party or of any private information concerning a client in a violation of any rule of confidentiality or for any purpose not directly connected with the administration of the Board's or the Provider's responsibility with respect to the Purchased Services is prohibited without the written consent of the client or responsible parent or guardian.
- B. Provider agrees to comply in all respects with the Minnesota Government Data Practices Act, Minn. Stat. Section 13.01-48, and Provider further agrees to comply with any requests of Board which are necessitated by Board's obligations under said Act.
- C. HIPAA COMPLIANCE

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

VII. Fair Hearing Appeal

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

VIII. Equal Employment Opportunity and Civil Rights Clause

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

IX. Rehabilitation Act Clause

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

X. Bonding, Indemnity and Insurance Clause

- A. BONDING: The Provider will obtain and maintain at all times during the term of this Agreement, a fidelity bond covering the activities of its personnel authorized to receive

or distribute monies in the amount of **\$50,000**.

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

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

1. General Liability Insurance

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

2. Business Automobile Liability Insurance

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

3. Workers' Compensation Per Statutory Requirements

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

XI. Maintenance of Effort and Expansion of Services

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

Agreement.

XII. Conditions of the Parties' Obligations

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

Subcontracting and Assignment

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

Independent Contractor

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

Cancellation, Default and Remedy

- A. This Agreement shall continue in effect until terminated by either party without cause, with 30 days advance, written notice delivered to the other party, served on the Director

of Aitkin County Health and Human Services, 204 First Street NW, Aitkin, Minnesota 56431 on behalf of the Board; and on the Director of Northeast Minnesota Office of Job Training, 820 North 9th Street, PO Box 1028, Virginia, Minnesota 55792 on behalf of Provider.

- B. In the event of default by either party, the non-defaulting party may cancel this Agreement immediately by sending written notice of cancellation to the defaulting party at its principal business address, notwithstanding the provisions of Paragraph 15a above. The failure of the defaulting party, including the failure of any employee of the defaulting party, to abide by any of the terms, conditions or requirements expressed in this Agreement shall constitute a default if not corrected within ten (10) days of receipt of written notice of deficiency from Board.
- C. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of Board upon resolution of Board.

Single Instrument, Legality

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

IN WITNESS WHEREOF, Board and Provider agree that this contract is effective from January 1, 2019 to December 31, 2019.

PROVIDER

Northeast MN Office of Job Training

Kevin L. Adee

Chairman – Board of Directors
Kevin Adee

December 4, 2018

Date

Printed Name of Signer

Michelle Ufford

Executive Director

December 4, 2018

Date

Michelle Ufford

Printed Name of Signer

AITKIN COUNTY BOARD
Of COMMISSIONERS

Chairperson

Date

Printed Name of Signer

AITKIN COUNTY HEALTH & HUMAN
SERVICES DEPARTMENT

Cynthia Bennett, Director

Date

Approved as to form and Execution:

James Ratz, 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

IMPLEMENTATION PROCEDURES

I. Methods of Determining Eligibility

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

II. Method of Payment Authorization

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

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

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

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

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

- C. Allowable program components are:

1. Orientation - stating the need for immediate employment; rights, responsibilities, and obligations
2. Employment Overview - work focus of MFIP; job search resources; financial program review

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

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

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

- E. Provider shall submit a monthly invoice to Board by the 10th day of each month listing the number of MFIP participants in each service category as specified in 2 A, B, C, and D of the contract. Provider also will submit a listing of the names of each MFIP participant by service category.

Provider shall submit a quarterly report to Board listing client related expenditures broken down as follows:

1. Client education
2. Transportation
3. Employment related

4. Other

- F. Provider agrees to provide additional statistical reports to Board, or its representatives, as needed and/or requested.

III. Audit and Record Disclosure

- A. Provider agrees that all monies received under this contract shall be expended for the services specified in the contract.
- B. Provider agrees to submit to Board the information required to fulfill the terms of this Agreement and the information required by State law or policy.
- C. Provider agrees to allow personnel of the Board and Aitkin County Health and Human Services Department, the State Auditor and, if appropriate, the Minnesota Department of Economic Security, access to Provider's records at reasonable hours in order to exercise their right to audit Provider's records and to monitor services.
- D. Provider agrees to maintain records at Provider's offices for six (6) years for audit purposes. Provider agrees to keep complete books and records according to generally accepted accounting principles which shall fully document receipt and expenditure of the payments received hereunder. Provider shall also keep such books and records as are required by Board to fulfill Board's reporting responsibility to the County, State and Federal governments.
- E. Provider shall have an independent audit completed that complies with the requirements of OMB Circular A-133. The audit report shall be forwarded to Board within 30 days following its completion.

IV. Compliance with Injury Protection Program (IPP) Requirements

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

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

- A. Provider will complete the following forms and route to all appropriate agencies, as specified by DHS and the County:
 - Participation Information and Medical Release Authorization
 - First Report of Injury

- Participant Medical Referral and Medical Care Provider Information Letter
 - Participant Injury Status Report
 - Participant Claim Form
- B. Provider shall be responsible for providing participant safety training and information to all CWEP participants.
- C. Provider shall be responsible for work site safety standard compliance check based on OSHA requirements for all CWEP work sites.



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METHOD OF SERVICE DELIVERY

MFIP EMPLOYMENT SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SCOPE OF SERVICES

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

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

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

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

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

Information Privacy and Security.

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

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

Duties Relating to Protection of Information.

- A. Duty to ensure proper handling of information. NEMOJT shall be responsible for ensuring proper handling and safeguarding by its employees, subcontractors, and authorized agents of protected information collected, created, used, maintained, or disclosed on behalf of DHS. This responsibility includes ensuring that employees and agents comply with and are properly trained regarding, as applicable, the laws listed above in paragraph X.X.
- B. Minimum necessary access to information. NEMOJT shall comply with the “minimum necessary” access and disclosure rule set forth in the HIPAA and the MGDPA. The collection, creation, use, maintenance, and disclosure of protected information shall be limited to “that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.” See, respectively, 45 C.F.R. §§ 164.502(b) and 164.514(d), and Minn. Stat. § 13.05 subd. 3.
- C. Information Requests. Unless provided for otherwise in this Agreement, if NEMOJT receives a request to release the information referred to in this Clause, NEMOJT must immediately notify DHS. DHS will give NEMOJT instructions concerning the release of the data to the requesting party before the data is released.

Use of Information. NEMOJT shall:

- Not use or further disclose protected information created, collected, received, stored, used, maintained, or disseminated in the course or performance of this Agreement other than as permitted or required by this Agreement or as required by law, either during the period of this Agreement or hereafter.
- Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the protected information by its employees, subcontractors and agents other than as provided for by this Agreement. This includes, but is not limited to, having implemented administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic protected health information at rest and in transit that it creates, receives, maintains, or transmits on behalf of DHS.
- Report to DHS any privacy or security incident regarding the information of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410. For purposes of this Agreement, “Security incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. “Privacy incident” means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to DHS not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the PHI used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify

what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as DHS may reasonably request.

- Consistent with this Agreement, and in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any agents (including contractors and subcontractors), analysts, and others that create, receive, maintain, or transmit protected health information on behalf of the business associate, enter into a business associate agreement with any subcontractors to agree in writing to be bound by the same restrictions, conditions, and requirements that apply to it with respect to such information.
- Document such disclosures of PHI and information related to such disclosures as would be required for DHS to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- Mitigate, to the extent practicable, any harmful effects known to it of a use, disclosure, or breach of security with respect to protected information by it in violation of this Agreement.
- In accordance with HIPAA, upon obtaining knowledge of a breach or violation by a subcontractor, take appropriate steps to cure the breach or end the violation, and if such steps are unsuccessful, terminate the agreement.
- Not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by DHS.

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

- A. Make available PHI in accordance with 45 C.F.R. § 164.524.
- B. Make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 C.F.R. § 164.526.
- C. Comply with the limited disclosure rules set forth in the HITECH Act, HIPAA, and the MGDPA. To the extent possible, disclosures should be in a limited data set, which is largely information with the patients’ identifying information removed, “to the extent practicable.” Pertinent identifiers include, name and social security number; street address, e-mail address, telephone and fax numbers; certificate/license numbers; vehicle identifiers and serial numbers; URLs and IP addresses; full face photos and any other comparable images; or medical record numbers, health plan beneficiary numbers, and other account numbers. If a limited data set is not feasible, or does not meet the use or disclosure, minimum necessary should be applied. The collection, creation, use, maintenance, and disclosure of protected information shall be limited to “that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.” See, respectively, 45 C.F.R. §§ 164.514, 45 C.F.R. §§ 164.502(b) and 164.514(d), and Minn. Stat. § 13.05 subd. 3.

- D. Make its internal practices, books, records, policies, procedures, and documentation relating to the use, disclosure, and/or security of PHI available to DHS and/or the Secretary of the United States Department of Health and Human Services (HHS) for purposes of determining compliance with the Privacy Rule and Security Standards, subject to attorney-client and other applicable legal privileges.
- E. Comply with any and all other applicable provisions of the HIPAA Privacy Rule, Administrative, and Security Standards, including future amendments thereto. Develop written policies and procedures for safeguarding and securing PHI and complying with HIPAA and the HITECH Act, and other privacy laws. Designate a privacy official to be responsible for the development and implementation of its policies and procedures as required by 45 C.F.R. Part 164, Subpart E.
- F. To the extent XXX is to carry out one or more of DHS' obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to DHS in the performance of such obligation(s).

DHS Use of Information. DHS shall:

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

Disposition of Data upon Completion, Expiration, or Agreement Termination.

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

Sanctions. In addition to acknowledging and accepting the terms set forth in Clause 8, "Liability." Relating to liability, the parties acknowledge that violation of the laws and protections described above could result in limitations being placed on future access to

protected information, in investigation and imposition of sanctions by the U.S. Department of Health and Human Services, Office for Civil Rights, and/or in civil and criminal penalties.

Consolidated MFIP Support Services Grant 2019 Allocation

Allocation: 200,448 **Admin Limit:** 15,034
BONUS: -

MFIP Employment Services:

	Original
12 Month Allocation	100,000.00
Administration	15,000.00
	115,000.00

Per Service Provider 57,500.00

Qtrly Payments per Provider=
14,375.00

DWP Employment Services:

12 Month Allocation 20,448.00

Per Service Provider 10,224.00

Qtrly Payments per Provider=
2,556.00

Crisis:

12 Month Allocation	25,000.00
plus Bonus	-

County Administration:

12 Month Allocation 40,000.00

200,448.00



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

Riverwood Healthcare Center 2019 Family Planning Contract

Objective

To coordinate efforts to provide family planning method services for no/low income individuals seeking family planning medical services in Aitkin County through age 19.

Opportunity

Residents, age 19 or under, with low or no income will have access to voluntary family planning services.

Existing or New Contract

Existing contract in place

Changes to Existing Contract

2019 Fee Schedule is the only change from 2018 Contract

Timeline for Execution

January 1, 2019-December 31, 2019

Conclusion

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



Aitkin County Health & Human Services

204 FIRST STREET NW

AITKIN, MINNESOTA 56431-1291

PHONE 1-800-328-3744 or 1-218-927-7200

FAX # 1-218-927-7210

FAMILY PLANNING CONTRACT

THIS AGREEMENT between **Aitkin County Health and Human Services**, 204 1st Street NW, Aitkin, MN 56431, hereafter referred to as ACH&HS and **Riverwood HealthCare Center**, 200 Bunker Hill Drive, Aitkin, MN 56431, hereinafter referred to as Riverwood enter into this contract for the period from January 1, 2019 to December 31, 2019.

WHEREAS, ACH&HS and Riverwood agree to coordinate efforts to provide family planning method services for no/low income individuals seeking family planning medical services in Aitkin County through age 19.

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

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

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, ACH&HS and RIVERWOOD agree as follows:

I. Medical services with prior authorization shall include:

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

II. Riverwood shall:

- A. Provide family planning method services utilizing approved standards of medical practices to:
 - 1. Ensure that counseling was provided prior to provision of selected method.
 - 2. Ensure voluntary selection of method by service recipient.

3. Inform on the advisability of females obtaining a gynecological examination with pap smear prior to initiating any family planning method.
 4. Educate on the use of selected family planning method, including risks and benefits of the method and will not prescribe methods if in the physician's judgment, the client is high-risk.
 5. Include methods as requiring medical intervention for:
 1. Prescription
 2. Fitting
 3. Insertion procedures
- B. Collect information and maintain records of patients receiving family planning services as necessary.
- C. Coordinate family planning methods services a patient receives with other family planning services by the individual as provided by ACH&HS through follow-up with the family planning worker.
- D. Bill ACH&HS for services with written authorization provided by the medical services to patients who have no/low income for payment including:

PROCEDURE/CLINIC BILLING	CODES	2019 PRICES
Pelvic + Physical Exam-New Patient	99384	236.00
	99385	319.50
Pelvic + Physical Exam-Est. Patient	99394	228.00
	99395	264.00
Office Visit	99201	122.50
	99202	152.00
	99203	211.50
	99204	326.00
	99211	69.50
	99212	99.50
	99213	143.50
	99214	210.00
	99215	280.00
Depo Povera Serum	90782(J1050)	53.00
Administer Injection (Depo)	96372	16.00
Nexplanon Insert Removal	J7307	709.50
	11981	336.50
	11982	380.50
PROCEDURE/HOSPITAL BILLING		
Pregnancy Test	81025	79.00
PAP	88142	106.00
Chlamydia & GC	87491	241.00
	87591	241.00
RPR Syphilis serology	86592	92.50

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

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

III. ACH&HS shall:

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

IV. Entire Agreement

This agreement shall have an interagency evaluation of the services on or before May 31, 2019. Termination of this agreement may be made with sixty (60) days written notice of intention to the other party. This agreement may be amended by written consent of both parties and all amendments shall be attached to this agreement and made part thereof.

IN WITNESS WHEREOF, ACH&HS and Riverwood 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: _____
Senior Physician, Riverwood HealthCare Center

Printed Name of Person Signing for Riverwood

APPROVED AS TO FORM AND EXECUTION:

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

Minnesota's Federal Performance Measures					
Performance Measures	FFY 2017	FFY 2016	FFY 2015	FFY 2014	FFY 2013
Paternities Established	101.05%	100.77%	99.00%	100.42%	102.48%
Orders Established	88.56%	88.91%	88.70%	88.00%	86.61%
Collections on Current	74.53%	74.29%	73.43%	72.46%	71.81%
Collections on Arrears	72.26%	72.36%	72.11%	70.99%	70.48%
Cost Effectiveness	\$3.30	\$3.30	\$3.54	\$3.58	\$3.63

Minnesota's child support program in FFY 2017:

Served 239,540 children, with fewer than 13 percent of those children receiving public assistance as of Sept. 30, 2017.

Collected \$586.3 million, including: \$431.5 million from employers withholding child support from parents' paychecks

\$31.9 million through tax intercepts

\$1.7 million from financial institution data match levies

\$37.9 million received from other state's and counties' collections

The remainder from other sources

Received \$131.7 million for payment on child support debt, with over 72 percent of cases with arrears receiving at least some payment toward arrears during the year

Managed cumulative past due support or arrears of \$1.5 billion, owed as of Sept. 30, 2017.

In FFY 2017, Minnesota child support workers:

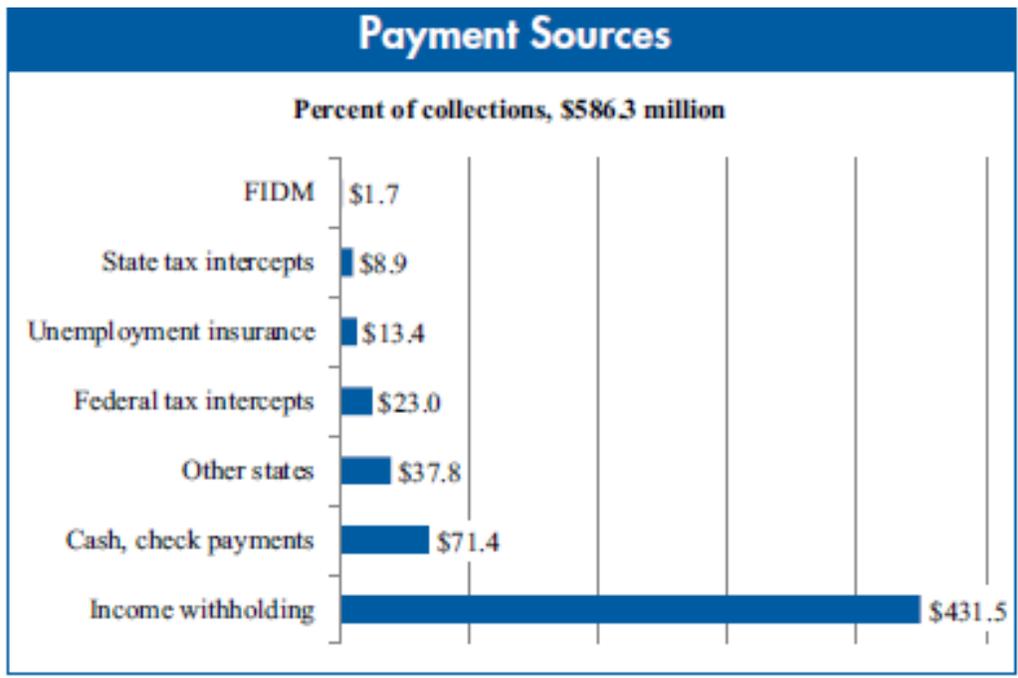
Established paternity through 2,570 court orders and 1,214 Recognition of Parentage forms signed at county offices

Established 12,411 orders for support; 88.56 percent of Minnesota child support cases have an order in place

Adjusted 47,507 cases for cost of living, which increases the amount of child support ordered due every two years

Modified more than 8,691 child support orders.

States compete against each other for incentive funds based on federal performance measures.



Federal Fiscal Year 2017 statistics

County	Paternities Established Measure FFY2017 (%)	Orders Established Measure FFY2017 (%)	Collections on Current Measure FFY2017 (%)	Collections on Arrears Measure FFY2017 (%)	Cost Effectiveness Measure FFY2017 (\$)
Aitkin	102.65	92.41	75.42	64.66	2.92
Statewide	101.05	88.56	74.53	72.26	3.30

This year’s preliminary state data:

	FFY17	FFY 18
Paternity	101.05%	101.23%
Establishment	88.56%	88.32%
Current Support	74.53%	74.94%
Arrears	72.26%	72.45%
Cost Effectiveness	\$3.30	TBD

FIPS COUNTY	PEP %	PEP %	EST %	EST %	CURR %	CURR %	ARRS %	ARRS %	C/E \$	C/E \$
	FFY 17	FFY 18								
001 Aitkin	102.65	100.89	92.41	93.80	75.42	76.20	64.66	68.95	2.92	

2017 CHILD SUPPORT: MORE MONEY FOR FAMILIES

COLLECTIONS

75% 

of child support is collected by income withholding from a parent's paycheck

25% other sources

\$32.4 billion 

in child support collected by state and tribal child support programs in FY2017

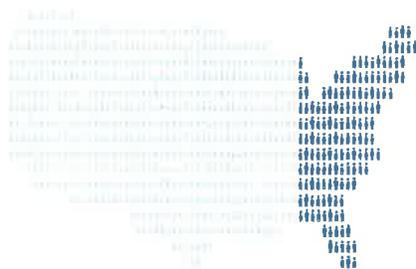
96% 

went to families

4% reimbursed public assistance dollars

CASELOAD

15.1 million children served by the child support program in 2017



1 in 5 children
in the U.S.

Child support in comparison to other programs*



Child support accounts for about half the average income of low-income parents who receive it, lifting 3/4 million people out of poverty in 2016†

COST-EFFECTIVENESS

One of the most cost-effective government programs

\$5.15 collected by the child support program for every **\$1.00** spent



Source: Office of Child Support Data (2016).

* Combined CHIP Enrollment Total Report and Form CMS-64,EC, 2018; Characteristics of SNAP Households, FY 2016; WIC Program Monthly Data-State Level Participation, FY 2017; Annual Statistical Supplement, 2017; TANF: Total Number of Child Recipients, FY 2017; CCDF Preliminary Data Table 1, 2016; SSI Annual Statistical Report, 2016.

† Bureau of Census: Current Population Reports P-60-261 (Appendix Table 5) and P-60-262 (Appendix Table A-7).



ADMINISTRATION FOR
CHILDREN & FAMILIES

Office of Child Support Enforcement
330 C Street, S.W., Washington, D.C. 20201
<https://www.acf.hhs.gov/css>

MINNESOTA CHILD SUPPORT 2017

MORE MONEY FOR FAMILIES

COLLECTIONS

79% 

of child support is collected by income withholding from a parent's paycheck

\$567 million 

in child support collected

96% 

went to families

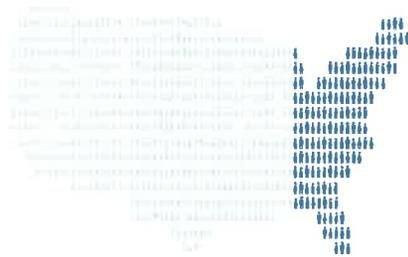
4% reimbursed public assistance dollars

CASELOAD

Number of children served

240,000 statewide

15.1 million nationwide



1 in 5
children
in the U.S.

In comparison to other programs*

Children served (thousands)	
Medicaid	663
Child Support	240
SNAP/FS	216
WIC	61
Social Security	40
TANF	35
Child Care Development Fund	20
Supplemental Security Income	13

Child support accounts for about half the average income of low-income parents who receive it, lifting 3/4 million people out of poverty in 2016.[†]

COST-EFFECTIVENESS

One of the most cost-effective government programs

\$3.30 collected by the child support program for every **\$1.00** spent

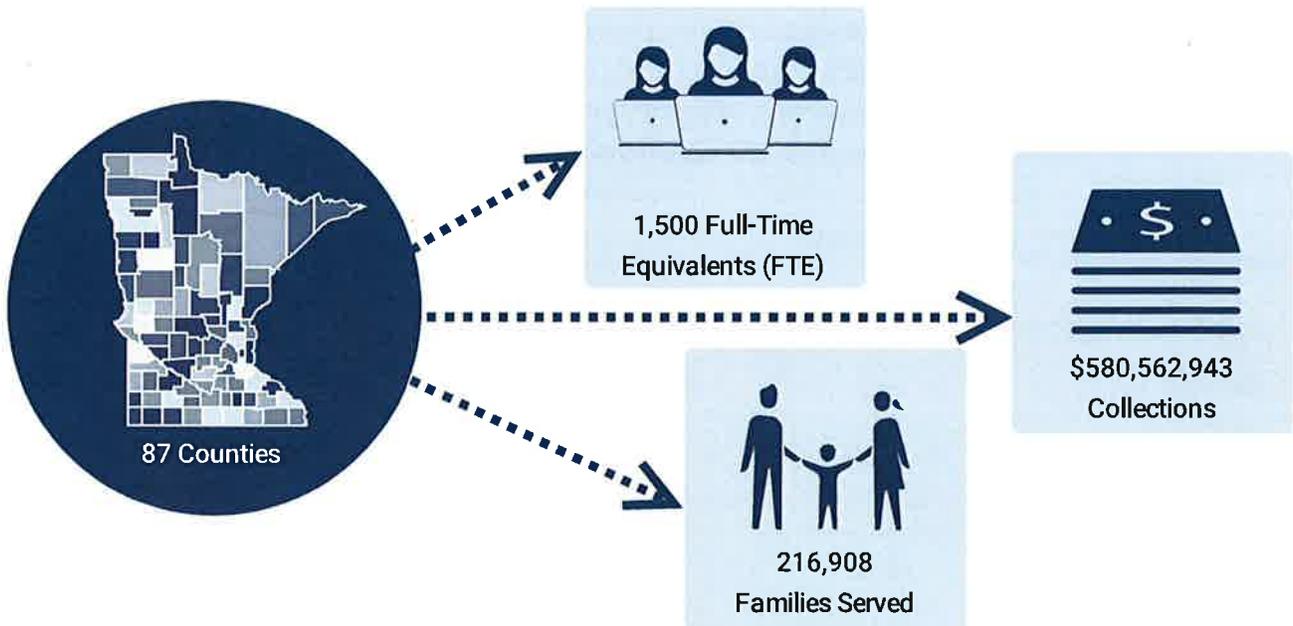


Source: Office of Child Support Data (2016).

* Combined CHIP Enrollment Total Report and Form CMS-64.EC, 2018; Characteristics of SNAP Households, FY 2016; WIC Program Monthly Data-State Level Participation, FY 2017; Annual Statistical Supplement, 2017; TANF: Total Number of Child Recipients, FY 2017; CCDF Preliminary Data Table 1, 2016; SSI Annual Statistical Report, 2016.

† Bureau of Census: Current Population Reports P-60-261 (Appendix Table 5) and P-60-262 (Appendix Table A-7).

Federal Incentives

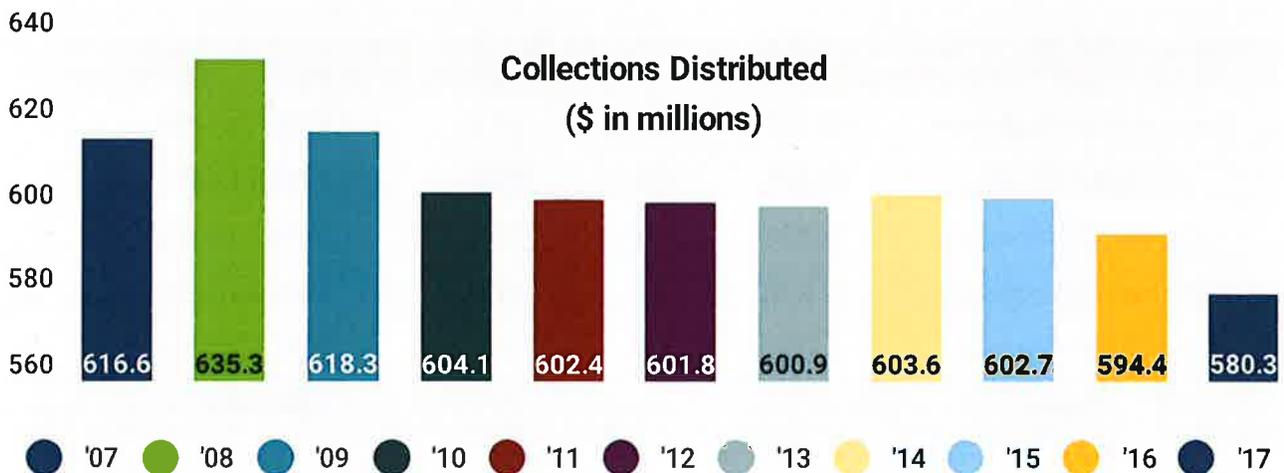


★ Collections are decreasing

- o National trend of decreasing caseloads and collections, MN factors include:
 - o Reasonable orders
 - o Guidelines
 - o Arrears Management
 - o METS Referral
 - o Decrease in Public Assistance cases

★ *Three federal performance measures are collection related: Current support due/paid, Cases with arrears owed/paid, and Cost-effectiveness*

★ *Minnesota collections peaked in 2008 at \$635 million, last year \$580.3 million*



Collection Base - First Step

- o Collections used in the base are from payments sent to families.
- o Current Support paid and Arrearages paid on both non-public assistance (NPA) and public assistance related (PA) cases.
- o Collection base calculation, PA related collections are weighted x2 to incentivize states to provide the same effort to low-income families and encourage pass through.

FFY17 (\$ in Millions)	NPA	PA	Total
Collections	\$167.3	\$413.2	\$580.5
Weight x2		\$826.4	
Collection Base	\$167.3	\$826.4	\$993.7

Incentive Base

- o The same five measures are used in every state.
- o A performance ratio is determined for each measure, scored from a table of ranges and multiplied by the collection base.
- o If a state maximizes the measure the score is 100%.
- o Arrears and C/E are weighted at 75%.
- o Each measure score and weight is multiplied by the Collection Base and totaled for the Incentive Base.
- o The final Incentive Base is used to total all states and pro-rate each state's share of the Incentive Pool.
- o FFY17 incentive pool is \$563 million, MN typically earns about 2%.

FFY17 Performance	Ratio	Score	Weight	Inc Base - weighted
Paternity Establishment	101.05%	100	100%	\$993.7 million
Support Order	88.56%	100	100%	\$993.7 million
Current Collections	74.53%	88	100%	\$874.5 million
Arrears Collections	72.26%	84	75%	\$626.0 million
Cost Effectiveness	\$3.30	60	75%	\$447.2 million
Total				\$3.9 Billion

Minimum and Maximum performance thresholds:

- o Paternity and Support Order minimum = 50% and maximize at 80% (maintain 90% for paternity)
- o Current Collections and Arrears Collections minimum = 40% and maximize at 80%
- o Cost Effectiveness minimum = \$2.00 and maximize at \$5.00. MN will drop a level if below \$3.00
- o Scores that fall below the minimum are not eligible for incentives on the measure and will be required to enter into a corrective action plan.



Data Reliability Audit

- o An audit is performed every year on the reliability of the reported data compared to PRISM and the file.
- o The audit schedule is a three year cycle beginning with a full audit of reviewing hard files and if the audit is passed, desk reviews in the following years which do not require files. But a full audit will be performed every three years.
- o If the PRISM data doesn't support the files on a measure(s) the state is not eligible for the incentive for that measure and enter a corrective action period.
- o MN has never failed any measure in an audit, deficiencies have been identified and corrected.



Incentive Payments

- o Timeline from FFY end to actual settlement. Approximately 18 – 24 months.
- o Forecast 34a withholding for new FFY \$12mil – based on past experience of incentives earned.
- o Quarterly incentive payments based on most recent FFY performance and incentive base. DRA for most recent FFY – Jun to Aug of new FFY. Full audit year can delay the process.
- o Incentive calculation (nationwide).
- o Incentive award from previous FFY (not most recent).
- o Settlement quarter based on positive or negative Incentive Payment.



Performance Measures

Paternity Establishment (IV-D)

Number of children in the caseload in the FFY or as of the end of the FFY who were born out-of-wedlock with paternity established or acknowledged

OCSE-157 Line 6 (QQ320920)

Number of children in the caseload as of the end of the preceding FFY who were born out-of-wedlock

OCSE-157 Line 5 (QQ320920 - prior FFY)

Support Order Establishment

Number of IV-D cases with support orders open at end of FFY

OCSE-157 Line 2 (QQ320921)

Number of open IV-D cases open at end of FFY

OCSE-157 Line 1 (QQ320921)

Current Collections

Amount collected for current support on IV-D cases during the FFY

OCSE-157 Line 25 (QQ320921)

Amount due for current support on IV-D cases during the FFY

OCSE-157 Line 26 (QQ320921)

Arrearage Collections

Number of IV-D cases paying toward arrears during the FFY

OCSE-157 Line 29 (QQ320921)

Number of IV-D cases with arrears due during the FFY

OCSE-157 Line 28 (QQ320921)

Cost-Effectiveness

Total IV-D dollars collected

OCSE-34 Lines 4b+4c+8+11 column G (QQ640201 sum of 4 quarters)

Total IV-D dollars expended

OCSE-396 Line 7 columns (A) + (C) less Line 1c columns (A) + (C)

The OCSE-396 is submitted by FOD using the 2550 submitted by counties

State Collection Base

OCSE-34 (QQ640201 sum of 4 quarters)

2 times (Current + Former assistance collections + Medicaid assistance)

Never assistance collection + Fees retained by other states



2 x ((Line 4b, columns A+B+C+D+E) + (Line 8, columns A+B+C+D+E))

Line 4b, column F + Line 8, column F + Lines 4c + 11, column G



Performance Scores

Paternity Establishment and Support Order

Establishment Performance:

At Least:	Less Than:	Score
80%		100%
79%	80%	98% Pat
78%	79%	96% &
77%	78%	94% Est
76%	77%	92%
75%	76%	90%
74%	75%	88%
73%	74%	86%
72%	73%	84%
71%	72%	82%
70%	71%	80%
69%	70%	79%
68%	69%	78%
67%	68%	77%

Continues at 1% intervals

54%	55%	64%
53%	54%	63%
52%	53%	62%
51%	52%	61%
50%	51%	60%
0%	50%	0%

Minimum threshold = 50%

Current Collection and Arrearage Collections

Performance:

At Least:	Less Than:	Score
80%		100%
79%	80%	98%
78%	79%	96%
77%	78%	94%
76%	77%	92%
75%	76%	90% Curr
74%	75%	88%
73%	74%	86%
72%	73%	84%
71%	72%	82% Arrs
70%	71%	80%
69%	70%	79%
68%	69%	78%
67%	68%	77%

Continues at 1% intervals

44%	45%	54%
43%	44%	53%
42%	43%	52%
41%	42%	51%
40%	41%	50%
0%	40%	0%

Minimum threshold = 40%

Cost-Effectiveness Performance:

At Least:	Less Than:	Score
\$5.00		100%
\$4.50	\$4.99	90%
\$4.00	\$4.50	80%
\$3.50	\$4.00	70%
\$3.00	\$3.50	60%
\$2.50	\$3.00	50%
\$2.00	\$2.50	40%
\$0.00	\$2.00	0%



Aitkin County Health & Human Services

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

AITKIN COUNTY HEALTH & HUMAN SERVICES ADVISORY COMMITTEE

Meeting Minutes

December 5, 2018

Committee Members Present:

Robert Marcum
Penny Olson
Carole Holten
Kristine Layne
Kari Paulsen
Jon Moen
Joy Janzen
Steven Teff
Kevin Insley
Joell Miranda

Commissioner Bill Pratt
Commissioner Mark Wedel

Guests:

Shawn Speed, Clerk to the Committee

Absent:

Beverly Mensing
Marlene Abear
Maureen Mishler

I. Call to Order

- a. Robert called to order the regular meeting of the Aitkin County Health & Human Services Advisory Committee at 3:31pm on November 7, 2018 at Aitkin County Health & Human Services in the large conference room.

II. Approval of December 5, 2018 Agenda

- a. Penny moved to approve the agenda, Steve seconded, all members voting yes to approve the agenda.

III. Approval of minutes from November 7, 2018 meeting

- a. Kari moved to approve the minutes as written, Carole seconded, all members voting yes to

approve the November 7, 2018 minutes.

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

- a. Bob thanked the committee members for allowing him to work with them for the past 6 years.
- b. He also mentioned that we had another opportunity for the Blandin Grant and were awarded \$50,000. Will be using the money to educate people on telemedicine and all of the other technology available to them.
- c. He also will be moving into a position on the Board at Angels.
- d. Kari gave an update on the Salvation Army bell ringing and kettle donations.
 - i. Last year we raised about \$13,000 and are hoping to raise that much this year.
 - ii. Bell ringers have been spearheaded by the Birchstreet Center and all the slots that were open are filled.
 - iii. Funds help individuals who need a helping hand for emergency shelter, utilities, bus fares, etc.
 - iv. Joy added that the Aitkin Lions would be donating \$500 to the kettle fund. They also gave \$500 to each of the three local food shelves and \$1500 to the Crosby food shelf also.
- e. Joy talked about Operation Christmas and that she registered 61 families herself in one day of working.
 - i. Store opens December 10 at the 40 Club Convention Center.
- f. Kristine mentioned that Riverwood would be getting a da Vinci robot the end of December to offer robotic surgery within a few months.
 - i. It allows for better control of the cameras and to work on the patient more effectively.
 - ii. Has shown to be less painful for the patients, better recovery.
 - iii. Will be showing it off during an open house in February or March.
- g. Bob talked about his trip to Washington D.C. to speak at the National Association of Medicaid Directors conference.
 - i. Alex Azar was their opening speaker.
 - ii. Spoke to the directors about what was important to them.
 - iii. Talked about keeping Senior's living in their homes.
 - iv. Talked to them about the need to partner with our volunteer organizations such as Aitkin County CARE and Angles.
 - v. Spoke to them about children's dental health and how the reimbursement rate, in Minnesota, is so low that provider's don't want to see children.
 - vi. Lastly Bob talked about how valuable everything we do as the Advisory Board is so very important and that higher up people actually do listen and want to know what your concerns are.
- h. Bob added that the Robert Lloyd Johnson foundation would like to come do some filming of an Advisory Meeting possibly in the future and would be in touch with us to let us know more when he knows.

V. Looking ahead to 2019 – Cynthia Bennett

- a. Went over the Subcommittee meeting summary from their meeting on September 5, 2018.
- b. Talked about the HHS Advisory Board Meeting Summary Template and how to use it to your advantage during the Board meeting.
 - i. Kari thanked Cynthia for developing the summary and said it will help.

- ii. Bill commented that it will increase the comfort level for the members who are presenting to the Board each month and help them answer the other Commissioners questions who are not here.
- c. Discussed the addition of the HHS Mission, Vision, and Values onto the Advisory board agenda and how we came up with them as a whole department.
- d. Brought up the possibility of not having an organized meeting every month, rather every other month and the months we do not have meetings we would do a project work meeting to work on whatever projects HHS wants help with.
 - i. Would need to identify projects to be done.
 - ii. Need to develop timeline for projects so that they actually get accomplished.
 - iii. Carole noted that it will help the Committee members better understand the workings of HHS and what they can do more to help.
 - iv. Steve added that it goes more away from just being a “rubber stamp” for the County to actually helping with projects.
 - v. Commissioner Wedel suggested starting the meetings at 3 to allow more time as we are then only meeting half the time and it was agreed.
 - vi. A motion was made by Carole to change to meeting every other month from 3-5pm and the months between would be for work sessions on projects, seconded by Kari, all members voting yes.

VI. Comments:

- a. Feedback from the HHS Board Meeting –
 - i. Penny – November 27, 2018
 - 1. Talked about MTM and the new Clubhouse that is coming.
 - 2. She also spoke to personal experience with transportation problems.
 - 3. Minutes from that meeting are attached.
- b. Committee Members scheduled to attend upcoming HHS Board meetings in 2018:

December 18

Bob Marcum

Kristine Layne

VII. Adjournment

- a. Motion by Kari to adjourn the meeting, seconded by Steve, all members voting yes to adjourn the meeting at 4:38pm.

Robert Marcum, Chairperson

Shawn Speed, Clerk to the ACH&HS Advisory Board

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

- Copy of the agenda for the December 5, 2018 meeting.
- Copy of the minutes from the November 7, 2018 meeting.
- Copy of the November 27, 2018 H&HS Board meeting minutes.



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:

- Updated dates for the 2019-2020 grant cycle

Timeline for Execution

01/01/2019-12/31/2020

Conclusion

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

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 it's 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 **(\$110,836.00)**.

(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 **\$13,855.00**. 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 and 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



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 County Grant Contract for Children's Mental Health Respite Care.

Objective

ACHHS was awarded a Children's Mental Health Respite Care Grant in the amount of \$2,091.12. This contract is an agreement regarding how the money is to be used, what the county's reporting and other responsibilities are related to the grant and when the money will be awarded.

Opportunity

ACHHS currently budgets a minimal amount for respite care each year. This amount is typically used for traditional respite care in which a child may go to a foster home or a family member's member home for a weekend to provide a break for the child and the parents. This grant allows us to use these dollars both in traditional and non-traditional ways. Non-traditional ways include things such as paying for camps, social skill classes, activities that the child with mental health needs can do with his/her siblings (allows us to pay for the siblings as well as the child), and other activities that reduce family stress and decrease the likelihood of out of home placement for the child.

Existing or New Contract

This contract is a new contract.

Changes to Existing Contract

Not Applicable

Timeline for Execution

January 1, 2019 (or date of signature if later than this date) to December 31, 2019

Conclusion

ACHHS is asking that you approve the contract so that we can receive this grant.

State of Minnesota Department of Human Services COUNTY Grant Contract

THIS CONTRACT, and amendments and supplements thereto, is between the State of Minnesota, acting through its Department of Human Services, the Division of Behavioral Health (the "STATE"), and Aitkin COUNTY Health and Human Services, 204 1st Street NW, Aitkin, Minnesota, 56431, an independent contractor, not an employee of the State of Minnesota (the "GRANTEE").

Under Minnesota Statutes §§ 15.061 and 256.01, subd. 2, the STATE is empowered to enter into contracts to provide services and engage such assistance as deemed necessary to carry out its mission.

STATE is permitted to share information with GRANTEE in accordance with Minnesota Statutes, section 13.46.

The STATE is in need of the following services: Children's Mental Health Respite Care Services.

The GRANTEE represents that it is duly qualified and agrees to perform all services described in this contract to the satisfaction of the STATE.

NOW, THEREFORE, it is agreed:

1. GRANTEE'S DUTIES.

(a.) Design and provide planned and/or emergency children's mental health respite care services for eligible children and families. Respite care is short term care provided as a relief to person providing care or as a means of avoiding out of home placement. A child and family are eligible for this service is the child has an emotional disturbance, with or without a case manager. These services will include traditional and/or non-traditional children's mental health respite services. Traditional services can include hourly or overnight stays in a licensed foster home or with a qualified and approved family member or friend. Non-traditional services are innovative in nature. With funds provided through non-traditional services, the counties or tribes determine with the family methods to reduce family stress and decrease likelihood of out-of-home placement. To be eligible for these services, the child must be experiencing emotional disturbance. The child and their families and caregivers can or cannot have a case manager.

(b.) Meet periodically with STATE's authorized representative or their successor at Aitkin County and/or virtually. The purpose of the periodic meetings will be to review implementation approaches, strategies and work plan and for the STATE to provide technical assistance and training to ensure the successful operationalization of children's mental health respite services. The frequency of meetings will be determined based upon need of both the GRANTEE, State and on an ongoing basis.

(c.) Provide STATE with information related to all children and families that receive children’s mental health respite care services. Minimally the GRANTEE will track and report the following outcomes:

- Number of children served
- Number of families served
- Age of each child
- Number of Hourly stays (including number of hours)
- Number of overnight stays
- Identify if children’s mental health respite services provided are traditional or non-traditional

For those children that Aitkin County provides mental health targeted case management, respite care need(s) will be documented in the individual family community support plan (IFCSP). For children that do not receive children’s mental health targeted case management, and for which the need for respite care emerges, other relevant documentation will be provided by Aitkin County to document the need for respite care.

(d.) Participate in DHS mandated grant meetings with counties and the State of Minnesota’s Behavioral Health Division up to two times/year, times and location to be determined by STATE.

Purpose of DHS mandated grant meetings:

- Enhance delivery of children’s mental health respite services
- Contractual oversight
- Share insight gained (post-implementation) of any gaps in service delivery
- Provide success stories to demonstrate efficacy/need for children’s mental health respite services
- Participate in a learning community/community of practice between DHS, counties, tribes

2. CONSIDERATION AND TERMS OF PAYMENT.

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

(a) Compensation. The GRANTEE will be paid as follows: GRANTEE will be paid in accordance with Attachment A, Budget, which is attached and incorporated into this grant contract.

(b) Reimbursement. Reimbursement for travel and subsistence expenses actually and necessarily incurred by COUNTY in performance of this contract in an amount not to exceed **two thousand ninety one dollars and twelve cents (\$2,091.12)**; provided, that COUNTY will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than is provided in the current “Commissioner’s Plan”, promulgated by the Commissioner of Minnesota Management and Budget, which is incorporated by reference. COUNTY will not be reimbursed for travel and subsistence expense incurred outside the State of Minnesota unless it has received STATE’S prior written approval for such out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) Total Obligation. The total obligation of the STATE for all compensation and reimbursements to COUNTY will not exceed **two thousand ninety one dollars and twelve cents (\$2,091.12).**

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

2.2 Payment.

(a) Invoices. The STATE will promptly pay the GRANTEE after the GRANTEE presents itemized invoices for services performed and the STATE'S authorized representative accepts the invoiced services.

Invoices will be submitted timely, in a form prescribed by the STATE and according to following quarterly invoice schedule:

Invoice Due By	For Service Period	Quarterly Progress Report
April 15, 2019	January 1, 2019 – March 31, 2019	Due April 30,2019
July 15, 2019	April 1, 2019 – June 30, 2019	Due July 31, 2019
October 15, 2019	July 1, 2019-September 30, 2019	Due October 31, 2019
January 15, 2019	October 1, 2019-December 31, 2019	Due January 31, 2020

Any overrun on the line items, with the exception of Salaries and Fringe, in the STATE approved budget that exceeds ten percent (10%) of the grant award requires prior approval from the STATE and must include budget justification. Any overrun on Salaries and Fringe line items requires prior approval from the STATE. Notwithstanding Clause 9 (amendments to grants) of this contract, the revisions can be done on a budget revision form which is available from the STATE. Amendments are required when adding a budget line item, extending the end date, or increasing the total grant award, pursuant to Clause 9 of this contract.

3. Conditions of Payment. All services provided by GRANTEE pursuant to this grant contract shall be performed to the satisfaction of the STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. GRANTEE 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 GRANTEE must reimburse the STATE upon demand or the STATE may deduct from future payments under this grant any amounts paid by the STATE, under this or any previous grant, for which invoices and progress reports have not been received, or for which the GRANTEE'S books, records or other documents are not sufficient to clearly substantiate that those amounts were used by the GRANTEE to perform grant services.

5. TERMS OF CONTRACT. This grant 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, 2019, or until all obligations set forth in this grant contract have been satisfactorily fulfilled, whichever occurs

first. GRANTEE understands that NO work should begin under this grant contract until ALL required signatures have been obtained, and GRANTEE is notified to begin work by the STATE's Authorized Representative. The GRANTEE 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 19. Jurisdiction and Venue.

6. CANCELLATION.

6.1. For Cause or Convenience. This grant contract may be canceled by the STATE or GRANTEE at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, GRANTEE 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 GRANTEE has breached a material term of the grant contract, or when GRANTEE'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 or fax notice to the GRANTEE. The STATE is not obligated to pay for any services that are provided after notice and effective date of termination. However, the GRANTEE 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 GRANTEE notice of the lack of funding within a reasonable time 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 GRANTEE, STATE shall provide GRANTEE written notice of the breach and ten (10) days to cure the breach. If GRANTEE does not cure the breach within the time allowed, GRANTEE will be in default of this grant contract and STATE may cancel the grant contract immediately thereafter. If GRANTEE has breached a material term of this grant contract and cure is not possible, STATE may immediately terminate this grant contract.

7. AUTHORIZED REPRESENTATIVES, RESPONSIBLE AUTHORITY, and PROJECT MANAGER.

7. Authorized Representatives and Responsible Authority.

7.1 State. The STATE'S authorized representative is Diane M. Marshall, Division of Behavioral Health, 651-431-2328, Children's Mental Health Consultant, or successor, who has the responsibility to monitor the GRANTEE'S performance and the authority to accept the services provided under this contract. If the services are satisfactory, the STATE'S Authorized Representative will certify acceptance on each invoice submitted for payment.

7.2 GRANTEE. The GRANTEE'S Authorized Representative is Jessica Schultz, Social Services Supervisor, 218-927-7290 or successor. If the GRANTEE'S Authorized Representative changes at any time during this contract, the GRANTEE must immediately notify STATE.

7.3. Project Manager. The STATE'S project manager for this grant contract is Diane Marshall phone number: 651-431-2328 or her successor.

8. ASSIGNMENT. GRANTEE shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the STATE.

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 GRANTEE agrees to be responsible for any and all claims or causes of action arising from the performance of this grant by GRANTEE or GRANTEE'S agents or employees. This clause shall not be construed to bar any legal remedies GRANTEE 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 GRANTEE 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 GRANTEE under this 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 GRANTEE 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, GRANTEE 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, GRANTEE 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 GRANTEE has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this grant contract, GRANTEE 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 GRANTEE, 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 GRANTEE, 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 GRANTEE upon completion or cancellation of this grant contract. 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, GRANTEE must cite the data, or make clear by referencing that STATE is the source.

Responsibilities.

Notification. 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 GRANTEE, including its employees and subcontractors, and are created and paid for under this grant contract, the GRANTEE will immediately give the STATE'S Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. The GRANTEE 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 GRANTEE 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 GRANTEE 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 GRANTEE 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 GRANTEE 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 GRANTEE will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the STATE, at the GRANTEE'S expense, from any action or claim 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 GRANTEE will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the GRANTEE'S or the STATE'S opinion is likely to arise, the GRANTEE must, at the STATE'S discretion, either procure for the STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the STATE will be in addition to and not exclusive of other remedies provided by law.

14. AFFIRMATIVE ACTION and NON-DISCRIMINATION

Affirmative Action. GRANTEE is encouraged to prepare and implement an Affirmative Action plan for the employment of qualified minority persons, women and persons with disabilities, and to submit the plan to the Commissioner of Human Rights, in accordance with Minnesota Statutes, section 363A.36.

Non-Discrimination.

14.1. The GRANTEE agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified. Minnesota Statutes, section 363A.02. GRANTEE agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.

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

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

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

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

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

15. WORKERS' COMPENSATION. The GRANTEE certifies that it is in compliance with Minnesota Statute, section 176.181, subdivision 2, pertaining to workers' compensation insurance coverage. The GRANTEE'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.

16. VOTER REGISTRATION REQUIREMENT. GRANTEE 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 GRANTEE.

17. 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.

18. FEDERAL AUDIT REQUIREMENTS AND GRANTEE DEBARMENT INFORMATION.

FEDERAL AUDIT REQUIREMENTS AND GRANTEE DEBARMENT INFORMATION. GRANTEE certifies it will comply with the Single Audit Act, and Code of Federal Regulations, title 2, subtitle A, chapter II, part 200, as applicable. All sub-recipients receiving \$750,000 or more of federal assistance in a fiscal year will obtain a financial and compliance audit made in accordance with the Single Audit Act, or Code of Federal Regulations, title 2, subtitle A, chapter II, part 200, as applicable. Failure to comply with these requirements could result in forfeiture of federal funds.

DEBARMENT BY STATE, ITS DEPARTMENTS, COMMISSIONS, AGENCIES OR POLITICAL SUBDIVISIONS

GRANTEE certifies that neither it nor its principles is presently debarred or suspended by the STATE, or any of its departments, commissions, agencies, or political subdivisions. GRANTEE'S certification is a material representation upon which the grant contract award was based. GRANTEE shall provide immediate written notice to the STATE'S authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNATRY EXCLUSION

Federal money will be used or may potentially be used to pay for all or part of the work under the grant contract, therefore the GRANTEE must certify the following, as required by the regulations implementing Executive Order 12549. GRANTEE'S certification is a material representation upon which the grant contract award was based.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSATIONS

Instructions for Certification

1. By signing and submitting this grant contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this grant contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this grant contract is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended,

declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this grant contract that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this grant contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this grant contract.

19. 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.

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

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

22. OTHER PROVISIONS.

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

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

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

22.4. Contingency Planning. Within 90 days of the execution of this grant contract, GRANTEE and any subcontractor will have a contingency plan. The contingency plan shall:

- (a) ensure fulfillment of Priority 1 or Priority 2 obligations under this grant contract;
- (b) outline procedures for the activation of the contingency plan upon the occurrence of a governor or commissioner of the Minnesota Department of Health declared health emergency;
- (c) identify an individual as its Emergency Preparedness Response Coordinator (EPRC), the EPRC shall serve as the contact for the STATE with regard to emergency preparedness and response issues, the EPRC shall provide updates to the STATE as the health emergency unfolds;
- (d) outline roles, command structure, decision making processes, and emergency action procedures that will be implemented upon the occurrence of a health emergency;
- (e) provide alternative operating plans for Priority 1 or Priority 2 functions;
- (f) include a procedure for returning to normal operations; and
- (g) be available for inspection upon request.

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(Signature Page Follows)

IN WITNESS WHEREOF, the parties have caused this 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.

Title: _____

Date: _____

By: _____

Date: _____ 12/6/18 _____

Grant No: ___ 150269 _____

4. STATE AGENCY (if over \$100,000)

By : _____

Title: Assistant Commissioner

Date: _____

2. COUNTY

COUNTY certifies that the appropriate person(s) have executed the contract on behalf of the COUNTY as required by applicable articles, by-laws resolutions or ordinances.

By: _____

Title: _____

Date: _____

4. Department of Administration

By : _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution (One fully executed original contract each):

Dept. of Administration

Contracting, Procurement & Legal Compliance Division

Agency

COUNTY

3. STATE AGENCY

By (with delegated authority): _____