



## AITKIN COUNTY HEALTH & HUMAN SERVICES

204 First Street NW  
Aitkin, MN 56431

Phone: 800-328-3744/218-927-7200  
Fax: 218-927-7210

### December 21, 2021 – BOARD AGENDA

**NOTE: A consent agenda has been added in an effort to streamline the approval of regular annual contracts.**

- 9:05 Start
- 9:05 1) Review/Approval of Health & Human Services Board Agenda
- 9:06 2) Review/Approval of November 23, 2021 Health & Human Services Board Minutes
- 9:07 3) Review/Approval of Bills
- 9:08 4) Consent Agenda – All items on the Consent Agenda are considered to be routine and have been made available to the County Board at least two days prior to the meeting; the items will be enacted by one motion. There will be no separate discussion of these items unless a Board member or citizen so requests, in which event the item will be removed from this Agenda and considered under separate motion.
- A) 2022 Access North POS
  - B) 2022 Bethesda Lutheran Church Malmo – WIC Agreement
  - C) 2022 Compass Counseling Partners POS
  - D) 2022 Hill City Assembly of God Church – WIC Agreement
  - E) 2022 Lakes & Pines WRAP POS
  - F) 2022 Letter of Agreement Dr. Donald Hughes
  - G) 2022 LSS Guardianship POS
  - H) 2022 McGregor Schools – WIC Agreement
  - I) 2022 New Freedom Clinical Supervision POS
  - J) 2022 Woodview-Oakridge POS
  - K) 2022 Philip Tange POS
  - L) 2022 Presbyterian Family Foundation POS
  - M) 2022 Thomas Allen POS
  - N) 2022 Nystrom POS
  - O) 2022 Riverwood Healthcare Family Planning Contract
- 9:10 5) Review/Approve Contracts/Appointments
- A) Approve 2022-2023 Child Support Cooperative Agreement
  - B) Approve re-appointment of current and new members to the Health & Human Services Advisory Committee as follows:
    - 1. Current Members
      - a. Dawn Houser – Commissioner District 1
      - b. Luke Christensen – Commissioner District 1



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- c. Michelle Broadhead Commissioner District 4
- d. Lynne Jacobs – Commissioner District 5
- e. Steven Teff – Commissioner District 5

### 2. New Member

- a. Rebecca Koch – Commissioner District 5

- 9:15 6) Cynthia Bennett – Health & Human Services Director
  - A) Director Update
  
- 9:25 7) Julie Herbst – H&HS Child Support Supervisor
  - A) Child Support Update
  
- 9:35 8) Committee Updates from Commissioners
  - A) H&HS Advisory Committee – Commissioners Wedel and/or Westerlund
  - B) CHS Joint Powers Board Update – Commissioner Westerlund
  - C) AEOA Committee Update – Commissioner Westerlund
  - D) CARE Board – Commissioner Westerlund
  - E) CJI (Children’s Justice Initiative) – Commission Westerlund
  - F) NEMOJT Committee Update – Commissioner Niemi
  - G) Lakes & Pines Update – Commissioner Niemi
  
- 9:40 End  
Next Meeting – January 25, 2022



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### COUNTY BOARD MEETING MINUTES November 23, 2021

#### Attendance

The Aitkin County Board of Commissioners met this 23rd day of November 2021, at 9:05 a.m. as the Aitkin County Health & Human Services Board, with the following members present: Commissioners Brian Napstad, J. Mark Wedel, Don Niemi, Laurie Westerlund, and Anne Marcotte. Others present included: Administrative Assistant to the H&HS Director Paula Arimborgo, County Administrator Jessica Seibert, and Assistant to the County Administrator Brittany Searle, Public Health Supervisor Erin Melz, Accounting Supervisor Carli Goble, and Aitkin County CARE Representative Lynne Jacobs.

#### Agenda

Motion by Commissioner Westerlund, seconded by Commissioner Niemi and carried, all members present voting yes to approve the November 23, 2021 Health & Human Services Board agenda as presented.

#### Minutes

Motion by Commissioner Marcotte, seconded by Commissioner Niemi and carried, all members present voting yes to approve the October 26, 2021 Health & Human Services Board minutes.

#### Bills

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

#### Lynne Jacobs

CARE - Coordinating Area Resources Effectively  
Discussed programs offered by CARE – changes in services as a result of COVID  
Additional service over the past 12 months  
People served and Collaboration efforts

#### Erin Melz

Updated the Board on the latest COVID cases, transmission rates, and positivity rate.

#### Committee Updates

Lakes & Pines Update – Commissioner Niemi reported that the committee met and discussed many programs to include the Crisis Benefits 2021-2022, energy assistance, and energy related repair programs.



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The meeting was adjourned at 10:09 a.m.

Next Meeting – December 21, 2021



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**PURCHASE OF SERVICE AGREEMENT**

**THIS AGREEMENT**, between **AITKIN COUNTY HEALTH & HUMAN SERVICES**, 204 1<sup>st</sup> Street NW, Aitkin, Minnesota 56431, hereafter referred to as the County and **ACCESS NORTH CENTER**, 606 NW 6<sup>th</sup> Street, Brainerd, MN 56401, hereafter referred to as Contractor; enter into this agreement for the period from **January 1, 2022, to December 31, 2022**.

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

**WHEREAS**, the County, pursuant to Minnesota Statutes, section 373.01, 373.02, and 256M 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 County and the Contractor agree as follows:

**I. SERVICES TO BE PROVIDED**

- A. As specified in Minnesota Statutes, section 373.01, 373.02, and 256M and Aitkin County Annual Community SILS, Adult Service Agreement, the County agrees to purchase and the Contractor agrees to provide Semi-Independent Living Services (SILS).
- B. The County 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 County whenever it is unable to, or going to be unable to, provide the required quality or quantity of purchased services. Upon such notification, the County 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.

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- 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. The Contractor shall provide this service in the agreed upon setting and if a secure virtual option is requested, approval will be at the discretion of the county.

### 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 County.

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.

Performance of the Contractor will be monitored in accordance with client outcomes, goals, and indicators as specified in the CSSP.

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

- A. When the County has determined that the client is no longer eligible to receive purchased services or that services are no longer needed or appropriate, the County must notify the contractor within 5 days of the determination. The County must notify the client of proposed termination of services in writing at least 10 days prior to the proposed County action and of the client's right to appeal this proposed County action.
- B. The Contractor must notify the County 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 County will notify the client in writing, that services under

this contract have been terminated.

**IV. PAYMENT PROCESS**

- 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 County. 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 County 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.

**V. AUDIT AND RECORD DISCLOSURE**

- 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.

**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 County's or the Contractor's responsibility with respect to the Purchased Services is prohibited without the written consent of the client or responsible parent or guardian.
- B. The Contractor agrees to comply in all respects with the Minnesota Government Data Practices Act, Minn. Stat. Section 13.01-.48, and The Contractor further agrees to comply with any requests of the County which are necessitated by the County'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 AND GRIEVANCE PROCEDURES**

- A. The County agrees to provide a fair hearing and grievance procedure in conformance with Minnesota Statutes, section 256.045 and 268.86, and in conjunction with fair hearing and grievance procedures established by Minnesota Department of Human Services administrative rules.

**VIII. EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS CLAUSE**

- A. (When applicable) the Contractor agrees to administer all programs in accordance with the provisions contained in the Food and Nutrition Act of 2008, as amended, and in the manner prescribed by regulations issued pursuant to the Act; implement the FNS- approved State Plan of Operation for the Supplemental Nutrition Assistance Program (SNAP) if required; comply with Title VI of the Civil Rights Act of 1964; section 11 (C) of the Food and Nutrition Act of 2008, as amended; the Age Discrimination Act of 1975; section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Action of 1990; Title IX of the Educational Amendments of 1972; and all requirements imposed by the regulations issued pursuant these Acts by the U.S. Department of Agriculture to the effect that, no person in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under SNAP;
- B. (When applicable) the Contractor agrees to administer all programs in accordance with U.S. Department of Health and Human Services requirements imposed by the regulations pursuant to Title VI of the Civil Rights Act of 1964; the Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Action of 1990; Title IX of the Educational Amendments of 1972; Section 1557 of the Patient Protection and Affordable Care Act of 2010. Comply with the regulations to the effect that, no person in the United States shall, on the grounds of race, color, national origin, sex, age, disability, or religion, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under U.S. Department of Health and Human Services programs;
- C. (When applicable) the Contractor agrees to administer all programs and services in compliance with the Minnesota Human Rights Act, Public Services and Public Accommodations provisions; comply with all requirements imposed



by the Minnesota Human Rights Act to the effect that, no person in Minnesota shall, on the grounds of race, color, national origin, religion, creed, sex, sexual orientation, marital status, public assistance status, or disability, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under the Minnesota Human Rights Act. The Contractor and the County further agree to fully comply with any changes in Federal law and regulations. This agreement may be modified with the mutual consent of both parties;

- D. (When applicable) the Contractor agrees that by accepting the Civil Rights Assurance it will compile data, maintain records, books and accounts; and submit reports as required to permit effective enforcement of the nondiscrimination laws. The Contractor also agrees to permit authorized County, Federal and State personnel, during normal working hours, to review such records, books, accounts, and reports as need to determine compliance with the nondiscrimination laws;
- E. (When applicable) the Contractor agrees to provide meaningful access to all participants in the SNAP program. The Contractor must take reasonable steps to ensure that Limited English Proficiency (LEP) participants have meaningful access to programs, services, benefits, from the Contractor. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single- language minorities in certain project areas. Please include a copy of your agency's LEP Plan;
- F. (When applicable) the Contractor agrees to attest that all employees administering services or programs under contract with the County, have received the Civil Rights power point training;
- G. (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. REHABILITATION ACT CLAUSE**

The Contractor 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 Contractor 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 Contractor agrees it shall defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages and expenses that the County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Contractor'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 County 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 County, and copies of policies will be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

1. Professional Liability Insurance

- a. **\$2,000,000** Each Occurrence and **\$4,000,000** aggregate.

2. 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.

3. 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.

4. Workers' Compensation per Statutory Requirements

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

**XI. CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION**

Federal Regulation 45 CFR 92.35 prohibits the State/County 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/County. 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 the County; 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 the 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 County 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 County, nor shall the Contractor do any work or furnish any material not covered by the agreement unless this is approved in writing by the County. Such approval shall be considered to be a modification of the agreement.
- E. If the County 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 the 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 the County from any loss or injury suffered by the Contractor, its employees or agents, as a result of contract with infectious agents.

### **XIII. SUBCONTRACTING AND ASSIGNMENT**

- A. The Contractor shall not enter into subcontracts for any of the work contemplated under this agreement without written approval of the County.
- 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 Contractor 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 Contractor reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision must not be construed to limit the rights of any party to 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. Independent Contractor**

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

**XV. NONCOMPLIANCE**

- A. If the Contractor fails to comply with the provisions of this contract, the County 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.

**XVI. 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).

**XVII. 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 County; and on the Director of Access North Center, 606 NW 6<sup>th</sup> Street, Brainerd, MN 56401 on behalf of the Contractor.
- 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 XV-A 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 the County.
- 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 the County upon resolution of the County.

- 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.

#### **XVIII. 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 Contractor and the County 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.







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### WIC AGREEMENT - Malmo

**THIS AGREEMENT** between **AITKIN COUNTY HEALTH AND HUMAN SERVICES** hereafter referred to as the County and the **BETHESDA LUTHERAN CHURCH OF MALMO**, hereinafter referred to as the Church, enter into this agreement for the purpose of hosting the Aitkin County WIC Program, beginning January 1, 2022 through December 31, 2022.

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

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

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

Any changes in rental fees, times or dates will be negotiated between the County and the Church.

4. The Church will provide tables, chairs, heat and light for the County to carry out the WIC Clinic. The County agrees to leave the premises in the same condition as at the beginning of the Clinic.
5. The Church shall take all necessary steps to maintain and keep the premises in a safe and clean condition. This shall include (a) sidewalks and parking areas cleared of snow and ice and other obstructions; (b) stairways and walkways cleared of clutter and in safe repair; (c) electrical hazards removed from the County's area.
6. (When applicable) The Church agrees to administer all programs in accordance with the provisions contained in the Food and Nutrition Act of 2008, as amended, and in the manner prescribed by regulations issued pursuant to the Act; implement the FNS-approved State Plan of Operation for the Supplemental Nutrition Assistance Program (SNAP) if required; comply with Title VI of the Civil Rights Act of 1964; section 11 (C) of the Food and Nutrition Act of 2008, as amended; the Age Discrimination Act of 1975; section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Action of 1990; Title IX of the Educational Amendments of 1972; and all requirements imposed by the regulations issued pursuant these Acts by the U.S. Department of Agriculture to the effect that, no person in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from

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participation in, be denied the benefits of, or otherwise subject to discrimination under SNAP;

7. (When applicable) The Church agrees to administer all programs in accordance with U.S. Department of Health and Human Services requirements imposed by the regulations pursuant to Title VI of the Civil Rights Act of 1964; the Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Act of 1990; Title IX of the Educational Amendments of 1972; Section 1557 of the Patient Protection and Affordable Care Act of 2010. Comply with the regulations to the effect that, no person in the United States shall, on the grounds of race, color, national origin, sex, age, disability, or religion, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under U.S. Department of Health and Human Services programs;
8. (When applicable) The Church agrees to administer all programs and services in compliance with the Minnesota Human Rights Act, Public Services and Public Accommodations provisions; comply with all requirements imposed by the Minnesota Human Rights Act to the effect that, no person in Minnesota shall, on the grounds of race, color, national origin, religion, creed, sex, sexual orientation, marital status, public assistance status, or disability, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under the Minnesota Human Rights Act. The Church and the County further agree to fully comply with any changes in Federal law and regulations. This agreement may be modified with the mutual consent of both parties;
9. (When applicable) The Church agrees that by accepting the Civil Rights Assurance it will compile data, maintain records, books and accounts; and submit reports as required to permit effective enforcement of the nondiscrimination laws. Your agency also agrees to permit authorized County, Federal and State personnel, during normal working hours, to review such records, books, accounts, and reports as need to determine compliance with the nondiscrimination laws;
10. (When applicable) The Church agrees to provide meaningful access to all participants in the SNAP program. Your agency must take reasonable steps to ensure that Limited English Proficiency (LEP) participants have meaningful access to programs, services, benefits, from your agency. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single- language minorities in certain project areas. Please include a copy of your agency's LEP Plan;
11. (When applicable) The Church agrees to attest that all employees administering services or programs under contract with the County, have received the Civil Rights power point training;
12. (When applicable) The Church 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 Church has employed forty or more full-time employees within the State of Minnesota on a single working day during the previous 12 months.

13. The County agrees to abide by all Federal and State nondiscrimination legislation to the effect that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the basis of race, color, national origin, age, sex, or handicap in regards to the WIC Program.
14. Termination of this agreement may be made by either party with sixty (60) days written notice of intention to the other party.

**IN WITNESS WHEREOF**, the COUNTY and the CHURCH agree that this agreement is effective from January 1, 2022 to December 31, 2022.

BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
Chairperson  
Aitkin County Board of Commissioners

BY: <sup>DocuSigned by:</sup> Cynthia Bennett DATED: 10/26/2021  
Cynthia Bennett, Director  
Aitkin County Health & Human Services

BY: <sup>DocuSigned by:</sup> Mary Braun DATED: 10/26/2021  
Church Representative

PRINTED NAME: Mary Braun

ITS: Secretary/Treasurer

**APPROVED AS TO FORM AND EXECUTION**

BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
Jim Ratz  
Aitkin County Attorney



**AITKIN COUNTY HEALTH & HUMAN SERVICES**

204 First Street NW  
Aitkin, MN 56431

Phone: 800-328-3744/218-927-7200  
Fax: 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 County 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, 2022, to December 31, 2022.

**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 County 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 County pursuant to Minnesota statutes, section 373.01, 373.02, 245.465(4), and 256E.08 wishes to purchase mental health services from a 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 County and the Contractor agree as follows:

**I. SERVICES TO BE PROVIDED OR PURCHASED**

The County 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 County to determine whether said evaluations and tests appropriately fall under the terms of this agreement. If the County determines that said evaluations and tests fall outside the scope of this agreement, the Contractor will be notified upon referral by the County.

**II. COST AND DELIVERY OF PURCHASED SERVICES**

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

"This institution is an equal opportunity provider."

1. The application of its intake procedures and requirements to clients. The methods, times, means, and personnel for furnishing purchased services to eligible clients.
  2. The methods, times, means and personnel for furnishing purchased services to eligible clients.
  3. The determination of when to terminate the furnishing of purchased services to eligible clients.
- B. Nothing in this agreement shall be construed as requiring the Contractor to provide or continue purchased services to or for any eligible clients.
- C. The Contractor shall provide this service in the agreed upon setting and if a secure virtual option is requested, approval will be at the discretion of the county.

### **III. PAYMENT PROCESS**

- 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 County. 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 County must, within 30 days of the date of receipt of the invoice, make payment to the Contractor for all eligible clients identified on the invoice.

### **IV. AUDIT AND RECORD DISCLOSURE**

- A. Allow personnel of the County, 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. 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. 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 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 County's or the Contractor's responsibility with respect to the Purchased Services is prohibited without the written consent of the client or responsible parent or guardian.
- B. The Contractor agrees to comply in all respects with the Minnesota Government Data Practices Act, Minn. Stat. Section 13.01-.48, and The Contractor further agrees to comply with any requests of the County which are necessitated by the County'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.

**VI. FAIR HEARING AND GRIEVANCE PROCEDURES**

- A. The County agrees to provide a fair hearing and grievance procedure in conformance with Minnesota Statutes, section 256.045 and 268.86, and in conjunction with fair hearing and grievance procedures established by Minnesota Department of Human Services administrative rules.

**VII. EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS CLAUSE**

- A. (When applicable) The Contractor agrees to administer all programs in accordance with the provisions contained in the Food and Nutrition Act of 2008, as amended, and in the manner prescribed by regulations issued pursuant to the Act; implement the FNS- approved State Plan of Operation for the Supplemental Nutrition Assistance Program (SNAP) if required; comply with Title VI of the Civil Rights Act of 1964; section 11 (C) of the Food and Nutrition Act of 2008, as amended; the Age Discrimination Act of 1975; section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Action of 1990; Title IX of the Educational Amendments of 1972; and all requirements imposed by the regulations issued pursuant these Acts by the U.S. Department of Agriculture to the effect that, no person in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under SNAP;

- B. (When applicable) The Contractor agrees to administer all programs in accordance with U.S. Department of Health and Human Services requirements imposed by the regulations pursuant to Title VI of the Civil Rights Act of 1964; the Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Action of 1990; Title IX of the Educational Amendments of 1972; Section 1557 of the Patient Protection and Affordable Care Act of 2010. Comply with the regulations to the effect that, no person in the United States shall, on the grounds of race, color, national origin, sex, age, disability, or religion, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under U.S. Department of Health and Human Services programs;
- C. (When applicable) The Contractor agrees to administer all programs and services in compliance with the Minnesota Human Rights Act, Public Services and Public Accommodations provisions; comply with all requirements imposed by the Minnesota Human Rights Act to the effect that, no person in Minnesota shall, on the grounds of race, color, national origin, religion, creed, sex, sexual orientation, marital status, public assistance status, or disability, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under the Minnesota Human Rights Act. The Contractor and the County further agree to fully comply with any changes in Federal law and regulations. This agreement may be modified with the mutual consent of both parties;
- D. (When applicable) The Contractor agrees that by accepting the Civil Rights Assurance it will compile data, maintain records, books and accounts; and submit reports as required to permit effective enforcement of the nondiscrimination laws. The Contractor also agrees to permit authorized County, Federal and State personnel, during normal working hours, to review such records, books, accounts, and reports as need to determine compliance with the nondiscrimination laws;
- E. (When applicable) The Contractor agrees to provide meaningful access to all participants in the SNAP program. The Contractor must take reasonable steps to ensure that Limited English Proficiency (LEP) participants have meaningful access to programs, services, benefits, from the Contractor. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single-language minorities in certain project areas. Please include a copy of your agency's LEP Plan;
- F. (When applicable) The Contractor agrees to attest that all employees administering services or programs under contract with the County, have received the Civil Rights power point training;
- G. (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.

**VIII. REHABILITATION ACT CLAUSE**

- A. The Contractor 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.

**IX. BONDING, INDEMNITY, AND INSURANCE CLAUSE**

- A. **BONDING:** The Contractor 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 Contractor agrees it shall defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages and expenses that the County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Contractor'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 County 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 County, and copies of policies will be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

1. Professional Liability Insurance

- a. **\$2,000,000** Each Occurrence and **\$4,000,000** aggregate.

2. 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.

3. 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.

4. Workers' Compensation per Statutory Requirements

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

X. **CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION**

Federal Regulation 45 CFR 92.35 prohibits the State/County 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/County. 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 the County; 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 the 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).

#### **XI. CONDITIONS OF THE PARTIES' OBLIGATIONS**

- A. Before the termination date specified in the Introduction of this agreement, the County 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 County, nor shall the Contractor do any work or furnish any material not covered by the agreement unless this is approved in writing by the County. Such approval shall be considered to be a modification of the agreement.

- D. If the County 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 the 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.

## **XII. SUBCONTRACTING AND ASSIGNMENT**

- A. The Contractor shall not enter into subcontracts for any of the work contemplated under this agreement without written approval of the County.
- 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 Contractor for any appropriate relief in law or equity, 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 Contractor reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision must not be construed to limit the rights of any party to 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.

## **XIII. INDEPENDENT CONTRACTOR**

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

**XIV. CONTRACTOR STANDARDS AND LICENSES**

- A. The Contractor agrees to provide the County: Description of staffing, including job descriptions and professional qualifications of all personnel under this agreement.

**XV. NONCOMPLIANCE**

- A. If the Contractor fails to comply with the provisions of this contract, the County 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.

**XVI. 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).

**XVII. 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 County; and on the Director of Compass Counseling Partners, 25282 Hazelwood Drive, Nisswa, MN 56468 on behalf of the Contractor.
- 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 XV.A 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 the County.

- 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 the County upon resolution of the County.
- 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.

#### **XVIII. 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 Contractor and the County 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**, the COUNTY and the CONTRACTOR agree that this agreement is effective from January 1, 2022 to December 31, 2022.

BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
Chairperson  
Aitkin County Board of Commissioners

BY: <sup>DocuSigned by:</sup> Cynthia Bennett \_\_\_\_\_ DATED: 10/20/2021  
Cynthia Bennett, Director  
Aitkin County Health & Human Services

BY: <sup>DocuSigned by:</sup> Daniel Marquardsen \_\_\_\_\_ DATED: 10/20/2021  
Daniel Marquardsen, MS, LP  
Compass Counseling Partners

**APPROVED AS TO FORM AND EXECUTION**

BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
Jim Ratz  
Aitkin County Attorney

**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





## AITKIN COUNTY HEALTH & HUMAN SERVICES

204 First Street NW  
Aitkin, MN 56431

Phone: 800-328-3744/218-927-7200  
Fax: 218-927-7210

### WIC AGREEMENT – Hill City

**THIS AGREEMENT** between **AITKIN COUNTY HEALTH AND HUMAN SERVICES** hereafter referred to as the County and the **HILL CITY ASSEMBLY OF GOD CHURCH**, Hill City hereafter referred to as the Church, enter into this agreement for the purpose of hosting the Aitkin County WIC Program, beginning January 1, 2022 through December 31, 2022.

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

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

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

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

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

Any changes in rental fees, times or dates will be negotiated between the County and the Church.

4. The Church will provide tables, chairs, heat and light for the County to carry out the WIC Clinic. The County agrees to leave the premises in the same condition as at the beginning of the Clinic.

5. The Church shall take all necessary steps to maintain and keep the premises in a safe and clean condition. This shall include (a) sidewalks and parking areas cleared of snow and ice and other obstructions; (b) stairways and walkways cleared of clutter and in safe repair; (c) electrical hazards removed from the County's area.

6. The County agrees to abide by all Federal and State nondiscrimination legislation to the effect that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the basis of race, color, national origin, age, sex, or handicap in regards to the WIC Program.

7. (When applicable) The Church agrees to administer all programs in accordance with the provisions contained in the Food and Nutrition Act of 2008, as amended, and in the manner prescribed by regulations issued pursuant to the Act; implement

“This institution is an equal opportunity provider.”

the FNS- approved State Plan of Operation for the Supplemental Nutrition Assistance Program (SNAP) if required; comply with Title VI of the Civil Rights Act of 1964; section 11 (C) of the Food and Nutrition Act of 2008, as amended; the Age Discrimination Act of 1975; section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Act of 1990; Title IX of the Educational Amendments of 1972; and all requirements imposed by the regulations issued pursuant these Acts by the U.S. Department of Agriculture to the effect that, no person in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under SNAP;

8. (When applicable) The Church agrees to administer all programs in accordance with U.S. Department of Health and Human Services requirements imposed by the regulations pursuant to Title VI of the Civil Rights Act of 1964; the Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Act of 1990; Title IX of the Educational Amendments of 1972; Section 1557 of the Patient Protection and Affordable Care Act of 2010. Comply with the regulations to the effect that, no person in the United States shall, on the grounds of race, color, national origin, sex, age, disability, or religion, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under U.S. Department of Health and Human Services programs;
9. (When applicable) The Church agrees to administer all programs and services in compliance with the Minnesota Human Rights Act, Public Services and Public Accommodations provisions; comply with all requirements imposed by the Minnesota Human Rights Act to the effect that, no person in Minnesota shall, on the grounds of race, color, national origin, religion, creed, sex, sexual orientation, marital status, public assistance status, or disability, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under the Minnesota Human Rights Act. The Church and the County further agree to fully comply with any changes in Federal law and regulations. This agreement may be modified with the mutual consent of both parties;
10. (When applicable) The Church agrees that by accepting the Civil Rights Assurance it will compile data, maintain records, books and accounts; and submit reports as required to permit effective enforcement of the nondiscrimination laws. Your agency also agrees to permit authorized County, Federal and State personnel, during normal working hours, to review such records, books, accounts, and reports as need to determine compliance with the nondiscrimination laws;
11. (When applicable) The Church agrees to provide meaningful access to all participants in the SNAP program. Your agency must take reasonable steps to ensure that Limited English Proficiency (LEP) participants have meaningful access to programs, services, benefits, from your agency. This includes the requirement to provide bilingual program information and certification materials and

interpretation services to single- language minorities in certain project areas. Please include a copy of your agency's LEP Plan;

12. (When applicable) The Church agrees to attest that all employees administering services or programs under contract with Aitkin County, have received the Civil Rights power point training;
13. (When applicable) The Church 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.
14. Termination of this agreement may be made by either party with sixty (60) days written notice of intention to the other party.

**IN WITNESS WHEREOF**, the COUNTY and the CHURCH agree that this agreement is effective from January 1, 2022 to December 31, 2022.

BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
Chairperson  
Aitkin County Board of Commissioners

BY: <sup>DocuSigned by:</sup> Cynthia Bennett \_\_\_\_\_ DATED: 10/25/2021  
Cynthia Bennett, Director  
Aitkin County Health & Human Services

BY: <sup>DocuSigned by:</sup> Lisa Jordan \_\_\_\_\_ DATED: 10/25/2021  
Church Representative

PRINTED NAME: Lisa Jordan

ITS: Lead Pastor

**APPROVED AS TO FORM AND EXECUTION**

BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
Jim Ratz  
Aitkin County Attorney



## **AITKIN COUNTY HEALTH & HUMAN SERVICES**

204 First Street NW  
Aitkin, MN 56431

Phone: 800-328-3744/218-927-7200  
Fax: 218-927-7210

### **PURCHASE OF SERVICE AGREEMENT**

**THIS AGREEMENT** between the **AITKIN COUNTY HEALTH & HUMAN SERVICES**, Aitkin, Minnesota, hereinafter referred to as the County and **LAKES & PINES CAC, INC.**, 1700 Maple Ave E, Mora, Minnesota 55051, hereinafter referred to as the Contractor; enter into this contract for the period from January 1, 2022 to December 31, 2022.

**WHEREAS**, the County wishes to purchase Family Resource Coach Services.

**WHEREAS**, the Contractor is an autonomous Community Action Program and is qualified and willing to perform such services;

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

#### **I. SERVICES TO BE PROVIDED OR PURCHASED**

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

#### **II. COST AND DELIVERY OF PURCHASED SERVICES**

- A. Statements will be submitted by the 10<sup>th</sup> of each month in the approved format detailing services provided in the prior month. Payment by the County to Contractor will be by the end of the month and will be based on actual billing.
- B. Except as otherwise provided herein, the Contractor shall maintain in all respects its present control over and autonomy with respect to:
  1. The application of its intake procedures and requirements to clients.
  2. The methods, times, means and personnel for furnishing purchased services to eligible clients.
  3. The determination of when to terminate the furnishing of purchased services to eligible clients.
- C. Nothing in this agreement shall be construed as requiring the Contractor to provide or continue purchased services to or for any eligible clients.
- D. The Contractor shall provide this service in the agreed upon setting and if a secure virtual option is requested, approval will be at the discretion of the county.

#### **III. PAYMENT PROCESS**

"This institution is an equal opportunity provider."

- 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 County. The Invoice must show an itemized account of each 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 County must, within 30 days of the date of receipt of the invoice, make payment to the Contractor for all eligible clients identified on the invoice.

**IV. AUDIT AND RECORD DISCLOSURE**

- A. Allow personnel of the County, the Minnesota Department of Human Services, and the Department of Health, 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. 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. 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 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 County's or the Contractor's responsibility with respect to the Purchased Services is prohibited without the written consent of the client or responsible parent or guardian.
- B. The Contractor agrees to comply in all respects with the Minnesota Government Data Practices Act, Minn. Stat. Section 13.01-.48, and The Contractor further agrees to comply with any requests of the County which are necessitated by the County'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.

**VI. FAIR HEARING AND GRIEVANCE PROCEDURES**

- A. The County agrees to provide a fair hearing and grievance procedure in conformance with Minnesota Statutes, section 256.045 and 268.86, and in conjunction with fair hearing and grievance procedures established by Minnesota Department of Human Services administrative rules.

**VII. EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS CLAUSE**

- A. (When applicable) The Contractor agrees to administer all programs in accordance with the provisions contained in the Food and Nutrition Act of 2008, as amended, and in the manner prescribed by regulations issued pursuant to the Act; implement the FNS- approved State Plan of Operation for the Supplemental Nutrition Assistance Program (SNAP) if required; comply with Title VI of the Civil Rights Act of 1964; section 11 (C) of the Food and Nutrition Act of 2008, as amended; the Age Discrimination Act of 1975; section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Action of 1990; Title IX of the Educational Amendments of 1972; and all requirements imposed by the regulations issued pursuant these Acts by the U.S. Department of Agriculture to the effect that, no person in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under SNAP;
- B. (When applicable) The Contractor agrees to administer all programs in accordance with U.S. Department of Health and Human Services requirements imposed by the regulations pursuant to Title VI of the Civil Rights Act of 1964; the Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Action of 1990; Title IX of the Educational Amendments of 1972; Section 1557 of the Patient Protection and Affordable Care Act of 2010. Comply with the regulations to the effect that, no person in the United States shall, on the grounds of race, color, national origin, sex, age, disability, or religion, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under U.S. Department of Health and Human Services programs;
- C. (When applicable) The Contractor agrees to administer all programs and services in compliance with the Minnesota Human Rights Act, Public Services and Public Accommodations provisions; comply with all requirements imposed by the Minnesota Human Rights Act to the effect that, no person in Minnesota shall, on the grounds of race, color, national origin, religion, creed, sex, sexual

orientation, marital status, public assistance status, or disability, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under the Minnesota Human Rights Act. The Contractor and the County further agree to fully comply with any changes in Federal law and regulations. This agreement may be modified with the mutual consent of both parties;

- D. (When applicable) The Contractor agrees that by accepting the Civil Rights Assurance it will compile data, maintain records, books and accounts; and submit reports as required to permit effective enforcement of the nondiscrimination laws. The Contractor also agrees to permit authorized County, Federal and State personnel, during normal working hours, to review such records, books, accounts, and reports as need to determine compliance with the nondiscrimination laws;
- E. (When applicable) The Contractor agrees to provide meaningful access to all participants in the SNAP program. The Contractor must take reasonable steps to ensure that Limited English Proficiency (LEP) participants have meaningful access to programs, services, benefits, from the Contractor. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single- language minorities in certain project areas. Please include a copy of your agency's LEP Plan;
- F. (When applicable) The Contractor agrees to attest that all employees administering services or programs under contract the County, have received the Civil Rights power point training;
- G. (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.

**VIII. REHABILITATION ACT CLAUSE**

- A. The Contractor 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.

**IX. BONDING, INDEMNITY, AND INSURANCE CLAUSE**

- A. BONDING: The Contractor 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 Contractor agrees it shall defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages and expenses that the County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Contractor'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 County 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 County, and copies of policies will be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

1. Professional Liability Insurance

- a. **\$2,000,000** Each Occurrence and **\$4,000,000** aggregate.

2. 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.

3. 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.

4. Workers' Compensation per Statutory Requirements

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

E. 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 County.

**X. CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION**

Federal Regulation 45 CFR 92.35 prohibits the State/County 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/County. 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 the County; 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 the 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)

## **XI. CONDITIONS OF THE PARTIES’ OBLIGATIONS**

- A. Before the termination date specified in the Introduction of this agreement, the County 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 County, nor shall the Contractor do any work or furnish any material not covered by the agreement unless this is approved in writing by the County. Such approval shall be considered to be a modification of the agreement.
- D. If the County 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 the 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.

## **XII. SUBCONTRACTING AND ASSIGNMENT**

- A. The Contractor shall not enter into subcontracts for any of the work

contemplated under this agreement without written approval of the County.

- 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 Contractor for any appropriate relief in law or equity, 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 Contractor reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision must not be construed to limit the rights of any party to 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.

**XIII. INDEPENDENT CONTRACTOR**

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

**XIV. CONTRACTOR STANDARDS AND LICENSES**

- A. The Contractor agrees to provide the County: Description of staffing, including job descriptions and professional qualifications of all personnel under this agreement.

**XV. NONCOMPLIANCE**

- A. If the Contractor fails to comply with the provisions of this contract, the County 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.

**XVI. 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).

**XVII. 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 County; and on the Director of Lakes & Pines CAC, Inc., 1700 Maple Ave E, Mora, Minnesota 55051 on behalf of the Contractor.
- 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 XV.A 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 the County.
- 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 the County upon resolution of the County.
- 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.

**XVIII. 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 Contractor and the County 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**, the COUNTY and the CONTRACTOR agree that this agreement is effective from January 1, 2022 to December 31, 2022.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Chairperson  
Aitkin County Board of Commissioners

BY: DocuSigned by: Cynthia Bennett \_\_\_\_\_ DATE: 10/19/2021  
Cynthia Bennett, Director  
Aitkin County Health & Human Services

BY: DocuSigned by: Robert Benes \_\_\_\_\_ DATE: 10/19/2021  
Bob Benes, Executive Director  
Lakes and Pines C.A.C, Inc.

**APPROVED AS TO FORM AND EXECUTION**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
James Ratz  
Aitkin County Attorney

**Attachment A**

**COST & DELIVERY OF PURCHASED SERVICES**

**\*\*See SSIS Service Agreement Date Span 1/1/2022-12/31/2022 with annual amount being \$72,416.00.**



**AITKIN COUNTY HEALTH & HUMAN SERVICES**

204 First Street NW  
Aitkin, MN 56431

Phone: 800-328-3744/218-927-7200  
Fax: 218-927-7210

**LETTER OF AGREEMENT**

**THIS AGREEMENT** between **AITKIN COUNTY HEALTH AND HUMAN SERVICES** hereafter referred to as the County and **DONALD HUGHES, MD**, hereafter referred to as Dr. Hughes a medical doctor practicing at Riverwood Healthcare Center, 200 Bunker Hill Drive, Aitkin, MN 56431, enter into this agreement for the purpose of Public Health Medical Consultant, beginning January 1, 2022 through December 31, 2022.

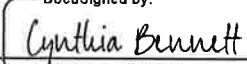
Witnessed

Whereas, the County is desirous of contracting with Dr. Hughes, medical consultant; and

Whereas, Dr. Hughes, is desirous of providing Medical Consultation, the following is agreed upon:

1. Dr. Hughes will review and sign all new and existing standing medical orders and vaccine protocols on an annual basis or as requested.
2. Authorize approval of vaccine orders as noted in the County's vaccine protocols.
3. To be the Public Health medical contact regarding Public Health DP&C (Disease, Prevention & Control) issues as they arise.
4. To provide general consultative services as needed.
5. Review and approve the MnVFC Provider agreement as requested authorizing Aitkin County Public Health to administer pediatric vaccines. Aitkin County Health & Human Services – Public Health agrees at adhere to the requirements set by the state and the Vaccine for Children program.
6. The agreement will be reviewed on an annual basis.
7. Dr. Hughes agrees to carry all necessary Workers' Comp. and Liability Insurance.
8. This agreement may be canceled by either party with a 30 day written notice.

**IN WITNESS WHEREOF**, the COUNTY and DR. HUGHES agree that this agreement is effective from January 1, 2022 to December 31, 2022.

DocuSigned by:  
  
 Cynthia Bennett, Director, ACH&HS

10/20/2021  
 Date

\_\_\_\_\_  
 Chairperson, Aitkin County Board of Commissioners

\_\_\_\_\_  
 Date

DocuSigned by:  
  
 Dr. Donald Hughes

10/19/2021  
 Date

\_\_\_\_\_  
 Aitkin County Attorney

\_\_\_\_\_  
 Date

"This institution is an equal opportunity provider."





## AITKIN COUNTY HEALTH & HUMAN SERVICES

204 First Street NW  
Aitkin, MN 56431

Phone: 800-328-3744/218-927-7200  
Fax: 218-927-7210

### PURCHASE OF SERVICE AGREEMENT

**THIS AGREEMENT** between **AITKIN COUNTY HEALTH & HUMAN SERVICES**, 204 – 1<sup>st</sup> Street NW, Aitkin, Minnesota 56431, hereafter referred to as the County and **LUTHERAN SOCIAL SERVICES OF MINNESOTA**, 1605 Eustis Avenue, Suite 310, St. Paul, MN 55108, hereafter referred to as Contractor; enter into this agreement for the period from January 1, 2022, to December 31, 2022.

**WHEREAS**, The County has identified a need for Guardianship/Conservator services and related legal services for indigent persons who are impaired to the extent of lacking sufficient understanding or capacity to make or communicate responsible personal decisions, and who has demonstrated deficits in behavior which evidence an inability to meet personal needs for medical care, nutrition, clothing, shelter, or safety; or concerning the appointment concerning the person's estate or financial affairs, has demonstrated deficits in behavior which evidence an inability to manage the estate or financial affairs effectively by reason of detention by a foreign power or disappearance.

**WHEREAS**, this is a mandated service under Minnesota Statute 524.5-101 to 524.5-903 and 252A.01-252A.21; and

**WHEREAS**, the County wishes to purchase such program services from the Contractor;

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

#### I. SERVICES TO BE PROVIDED OR PURCHASED

A. Pursuant to MN Statutes 256M (Vulnerable Children and Adults Act) the County agrees to purchase and the Contractor agrees to furnish the following services:

- Guardianship and Conservatorship Services

#### II. COST AND DELIVERY OF PURCHASED SERVICES

- A. The amount paid for service will be billable at \$57.50 per hour.
- B. The Contractor is responsible for all costs incurred in the provision of service, including mileage.
- C. The contractor will provide these purchased services in the community or home of the ward or conservatee, at the office of the Contractor, or in a secure virtual setting at the discretion of the County.

"This institution is an equal opportunity provider."

- D. For Guardianship Only cases the monthly contact permits up to five hours per month not to exceed \$3450 per year per case without prior authorization. Standard contact time for individuals living in a supervised setting is generally less than individuals living in their own homes. For Guardianship and Conservatorship cases contact permits up to seven hours per month not to exceed \$4830 per case per year without prior authorization.
- E. Situations deeming additional contact beyond the established will require prior authorization by the County which will occur during quarterly meetings between the County Case Manager and the Contractor.
- F. Per Minnesota Statutes 524.537 and 524.5-431 Guardianship and Conservatorship end upon death of a ward. A client shall remain an Active Client during Contractor's appointment as Guardian or Conservator for the period up to and including 3 months of a client's death. The contractor shall not bill or collect any payment under this Agreement for services provided more than 90 days after a client's date of death or exceed the contract cap, unless such payment is approved by the County.
- G. The Contractor shall provide this service in the agreed upon setting and if a secure virtual option is requested, approval will be at the discretion of the County.

### III. ELIGIBILITY FOR SERVICES

- A. The County shall determine eligibility for wards or conservatees provided service under the terms of this agreement.
- B. The Contractor will be reimbursed only in cases where the County has requested and the Court has appointed, the Contractor to act as guardian or conservator.
- C. The amount, frequency and duration of purchased services shall be provided in accordance with the client's Individual Service Plan and Service Agreement, and shall be directed towards each client's achievement of Service Plan goals.

### IV. PAYMENT PROCESS

- A. Unless otherwise requested by the County, in cases where the County is the County of Financial Responsibility, the Contractor shall, within thirty (30) working days following the last day of each calendar month in which services were provided, submit Vendor Service Vouchers for each individual for whom service was provided. This voucher will reflect the monthly cost less any fees

collected from the individual's income.

- B. The County shall make payment to the Contractor within thirty (30) days of receipt of the voucher.

**V. AUDIT AND RECORD DISCLOSURE**

- 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.

**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 County's or the Contractor's responsibility with respect to the Purchased Services is prohibited without the written consent of the client or responsible parent or guardian.
- B. The Contractor agrees to comply in all respects with the Minnesota Government Data Practices Act, Minn. Stat. Section 13.01-.48, and The Contractor further agrees to comply with any requests of the County which are necessitated by the County'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 AND GRIEVANCE PROCEDURES**

- A. The County agrees to provide a fair hearing and grievance procedure in conformance with Minnesota Statutes, section 256.045 and 268.86, and in conjunction with fair hearing and grievance procedures established by Minnesota Department of Human Services administrative rules.

**VIII. EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS CLAUSE**

- A. (When applicable) The Contractor agrees to administer all programs in accordance with the provisions contained in the Food and Nutrition Act of 2008, as amended, and in the manner prescribed by regulations issued pursuant to the Act; implement the FNS- approved State Plan of Operation for the Supplemental Nutrition Assistance Program (SNAP) if required; comply with Title VI of the Civil Rights Act of 1964; section 11 (C) of the Food and Nutrition Act of 2008, as amended; the Age Discrimination Act of 1975; section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Action of 1990; Title IX of the Educational Amendments of 1972; and all requirements imposed by the regulations issued pursuant these Acts by the U.S. Department of Agriculture to the effect that, no person in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under SNAP;
- B. (When applicable) The Contractor agrees to administer all programs in accordance with U.S. Department of Health and Human Services requirements imposed by the regulations pursuant to Title VI of the Civil Rights Act of 1964; the Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Action of 1990; Title IX of the Educational Amendments of 1972; Section 1557 of the Patient Protection and Affordable Care Act of 2010. Comply with the regulations to the effect that, no person in the United States shall, on the grounds of race, color, national origin, sex, age, disability, or religion, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under U.S. Department of Health and Human Services programs;
- C. (When applicable) The Contractor agrees to administer all programs and services in compliance with the Minnesota Human Rights Act, Public Services and Public Accommodations provisions; comply with all requirements imposed by the Minnesota Human Rights Act to the effect that, no person in Minnesota shall, on the grounds of race, color, national origin, religion, creed, sex, sexual orientation, marital status, public assistance status, or disability, be excluded from participation in, be denied the benefits of, or otherwise subject to

discrimination under the Minnesota Human Rights Act. The Contractor and the County further agree to fully comply with any changes in Federal law and regulations. This agreement may be modified with the mutual consent of both parties;

- D. (When applicable) The Contractor agrees that by accepting the Civil Rights Assurance it will compile data, maintain records, books and accounts; and submit reports as required to permit effective enforcement of the nondiscrimination laws. The Contractor also agrees to permit authorized County, Federal and State personnel, during normal working hours, to review such records, books, accounts, and reports as need to determine compliance with the nondiscrimination laws;
- E. (When applicable) The Contractor agrees to provide meaningful access to all participants in the SNAP program. Your agency must take reasonable steps to ensure that Limited English Proficiency (LEP) participants have meaningful access to programs, services, benefits, from your agency. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single- language minorities in certain project areas. Please include a copy of your agency's LEP Plan;
- F. (When applicable) The Contractor agrees to attest that all employees administering services or programs under contract with the County, have received the Civil Rights power point training;
- G. (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.

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The Contractor 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 Contractor 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 Contractor agrees it shall defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages and expenses that the County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Contractor'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 County 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 County, and copies of policies will be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

1. Professional Liability Insurance
    - a. **\$2,000,000** Each Occurrence and **\$4,000,000** aggregate.
  2. 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.
  3. 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.
  4. Workers' Compensation per Statutory Requirements
- D. **NONCOMPLIANCE:** The County reserves the right to rescind any contract not in compliance with these requirements and retains all right thereafter to pursue any legal remedies against the Contractor.

E. 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 County.

**XI. CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION**

Federal Regulation 45 CFR 92.35 prohibits the State/County 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/County. 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 the County; 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 the 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 County 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 County, nor shall the Contractor do any work or furnish any material not covered by the agreement unless this is approved in writing by the County. Such approval shall be considered to be a modification of the agreement.
- E. If the County 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 the 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 the County from any loss or injury suffered by the Contractor, its employees or agents, as a result of contract with infectious agents.

**XIII. SUBCONTRACTING AND ASSIGNMENT**

- A. The Contractor shall not enter into subcontracts for any of the work contemplated under this agreement without written approval of the County.
- 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. INDEPENDENT CONTRACTOR**

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

**XV. CONTRACTOR STANDARDS AND LICENSES**

- A. The Contractor shall furnish to the County a background resume to include the following: professional and personal credentials for guardianship/conservatorship, a minimum of three personal/professional references, professional associations and/or accreditation of such, a current Minnesota driver's license in good standing.
- B. The Contractor will annually authorize the County to perform a background check under the Criminal Justice Information System for evidence of maltreatment of adults, vulnerable adults, and any criminal exploitation. The Contractor will be required to consent to a background check (local and state) prior to a contract being issued.
- C. Contractor will comply with all court background check and background reporting requirements, including filling out forms annually and when any changes occur, if applicable.
- D. When required, the Contractor shall remain licensed by the State during the term of this Agreement. The County will only pay for Contract Management services provided pursuant to such licensing requirements.
- E. When licensing is required, the revocation of the license shall be the cause for cancellation of this Agreement effective upon receipt of the cancellation notice, other provisions for cancellation of this Agreement notwithstanding.
- F. The Contractor shall comply with all applicable Federal and State statutes and regulations, as well as local ordinances and rules now in effect or hereafter adopted including Minnesota Statutes 524.5 et al.
- G. Other provisions for cancellation of this Agreement notwithstanding, failure to meet the requirements of paragraphs a, b, c as stated above may be cause for

cancellation of this Agreement effective as of receipt of notice of cancellation.

**XVI. NONCOMPLIANCE**

- A. If the Contractor fails to comply with the provisions of this contract, the County 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.

**XVII. 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).

**XVIII. 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 County; and on the Director of Lutheran Social Services of Minnesota, 1605 Eustis Avenue, Suite 310, St. Paul, MN 55108 on behalf of the Contractor.
- 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 XVI.A 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 the County.
- 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 the County upon resolution of the County.

- 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.

**XIX. 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 Contractor and the County 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**, the COUNTY and the CONTRACTOR agree that this agreement is effective from January 1, 2022 to December 31, 2022.

BY: \_\_\_\_\_  
Chairperson  
Aitkin County Board of Commissioners

DATED: \_\_\_\_\_

BY: <sup>DocuSigned by:</sup> Cynthia Bennett  
Cynthia Bennett, Director  
Aitkin County Health & Human Services

DATED: 10/22/2021

BY: <sup>DocuSigned by:</sup> Jeri Schoonover  
Jeri Schoonover  
Lutheran Social Services,  
Chief Service Officer

DATED: 10/21/2021

**APPROVED AS TO FORM AND EXECUTION**

BY: \_\_\_\_\_  
Jim Ratz  
Aitkin County Attorney

DATED: \_\_\_\_\_



## AITKIN COUNTY HEALTH & HUMAN SERVICES

204 First Street NW  
Aitkin, MN 56431

Phone: 800-328-3744/218-927-7200  
Fax: 218-927-7210

### WIC AGREEMENT – McGregor School

**THIS AGREEMENT** between **AITKIN COUNTY HEALTH AND HUMAN SERVICES**, hereafter referred to as the County and the **MCGREGOR INDEPENDENT SCHOOL DISTRICT #4, M.O.R.E BUILDING**, hereafter referred to as the School, enter into this agreement for the purpose of hosting the Aitkin County WIC Program, beginning January 1, 2022 through December 31, 2022.

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

1. The School will provide space within their premises for the County to administer the Aitkin County WIC Program for eligible Women, Infants, and Children through WIC Clinics free of charge.
2. The County will hold the Clinic at the contracted location once a month.
3. The time and dates of the WIC Clinic will be:

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

Any changes in rental fees, times or dates will be negotiated between the County and the School.

4. The School will provide tables, chairs, heat and light for the County to carry out the WIC Clinic. The County agrees to leave the premises in the same condition as at the beginning of the Clinic.
5. The School shall take all necessary steps to maintain and keep the premises in a safe and clean condition. This shall include (a) sidewalks and parking areas cleared of snow and ice and other obstructions; (b) stairways and walkways cleared of clutter and in safe repair; (c) electrical hazards removed from the County's area.
6. The County agrees to abide by all Federal and State nondiscrimination legislation to the effect that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the basis of race, color, national origin, age, sex, or handicap in regards to the WIC Program.
7. (When applicable) The School agrees to administer all programs in accordance with the provisions contained in the Food and Nutrition Act of 2008, as amended, and in the manner prescribed by regulations issued pursuant to the Act; implement the FNS- approved State Plan of Operation for the Supplemental Nutrition

"This institution is an equal opportunity provider."

Assistance Program (SNAP) if required; comply with Title VI of the Civil Rights Act of 1964; section 11 (C) of the Food and Nutrition Act of 2008, as amended; the Age Discrimination Act of 1975; section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Act of 1990; Title IX of the Educational Amendments of 1972; and all requirements imposed by the regulations issued pursuant these Acts by the U.S. Department of Agriculture to the effect that, no person in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under SNAP;

8. (When applicable) The School agrees to administer all programs in accordance with U.S. Department of Health and Human Services requirements imposed by the regulations pursuant to Title VI of the Civil Rights Act of 1964; the Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Act of 1990; Title IX of the Educational Amendments of 1972; Section 1557 of the Patient Protection and Affordable Care Act of 2010. Comply with the regulations to the effect that, no person in the United States shall, on the grounds of race, color, national origin, sex, age, disability, or religion, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under U.S. Department of Health and Human Services programs;
9. (When applicable) The School agrees to administer all programs and services in compliance with the Minnesota Human Rights Act, Public Services and Public Accommodations provisions; comply with all requirements imposed by the Minnesota Human Rights Act to the effect that, no person in Minnesota shall, on the grounds of race, color, national origin, religion, creed, sex, sexual orientation, marital status, public assistance status, or disability, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under the Minnesota Human Rights Act. The School and the County further agree to fully comply with any changes in Federal law and regulations. This agreement may be modified with the mutual consent of both parties;
10. (When applicable) The School agrees that by accepting the Civil Rights Assurance it will compile data, maintain records, books and accounts; and submit reports as required to permit effective enforcement of the nondiscrimination laws. Your agency also agrees to permit authorized County, Federal and State personnel, during normal working hours, to review such records, books, accounts, and reports as need to determine compliance with the nondiscrimination laws;
11. (When applicable) The School agrees to provide meaningful access to all participants in the SNAP program. Your agency must take reasonable steps to ensure that Limited English Proficiency (LEP) participants have meaningful access to programs, services, benefits, from your agency. This includes the requirement to provide bilingual program information and certification materials and

interpretation services to single- language minorities in certain project areas. Please include a copy of your agency's LEP Plan;

12. (When applicable) The School agrees to attest that all employees administering services or programs under contract with the County, have received the Civil Rights power point training;
13. (When applicable) The School 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.
14. Termination of this agreement may be made by either party with sixty (60) days written notice of intention to the other party.



**IN WITNESS WHEREOF**, the COUNTY and the SCHOOL agree that this agreement is effective from January 1, 2022 to December 31, 2022.

BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
Chairperson  
Aitkin County Board of Commissioners

BY: <sup>DocuSigned by:</sup> Cynthia Bennett DATED: 10/26/2021  
Cynthia Bennett, Director  
Aitkin County Health & Human Services

BY: <sup>DocuSigned by:</sup> Brad Johnson DATED: 10/26/2021  
School Representative

PRINTED NAME: Brad Johnson  
ITS: Superintendent/Elementary Principal

**APPROVED AS TO FORM AND EXECUTION**

BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
Jim Ratz  
Aitkin County Attorney



## AITKIN COUNTY HEALTH & HUMAN SERVICES

204 First Street NW  
Aitkin, MN 56431

Phone: 800-328-3744/218-927-7200  
Fax: 218-927-7210

### PURCHASE OF SERVICE AGREEMENT

**THIS AGREEMENT** between, **AITKIN COUNTY HEALTH & HUMAN SERVICES**, 204 1<sup>st</sup> Street NW, Aitkin, Minnesota 56431, hereafter referred to as the County and **NEW FREEDOM INC.**, LADC Clinical Supervisor, 20 Third Street NE, Aitkin, MN 56431, hereafter referred to as Contractor; enter into this agreement for the period from August 1, 2022 to December 31, 2022.

**WHEREAS**, Minnesota Statutes, 245G.11 establishes the Chemical Dependency Licensed Treatment Facilities, Staff Qualifications; and

**WHEREAS**, the County is required to provide LADC Clinical Supervision for treatment coordination services in accordance with the 245G.07 Chemical Dependency Licensed Treatment Facilities, Treatment Services; and

**WHEREAS**, the County pursuant to Minnesota statutes, 245G.11 wishes to purchase clinical supervision services from multi-disciplinary service Contractor; and

**WHEREAS**, the Contractor is an autonomous substance use disorder 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 County and Contractor agree as follows:

#### I. SERVICES TO BE PROVIDED OR PURCHASED

- A. The County agrees to purchase and the Contractor agrees to furnish services as listed in Attachment A.
- B. Individual and/or group clinical supervision, consultation, and approval of Treatment Coordination Support Plans as required under the Minnesota Statutes, 245G.11.

#### II. COST AND DELIVERY OF PURCHASED SERVICES

- A. Except as otherwise provided herein, the Contractor shall maintain in all respects its present control over and autonomy with respect to:
  1. The application of its intake procedures and requirements to clients. The methods, times, means, and personnel for furnishing purchased services to eligible clients.
  2. The methods, times, means and personnel for furnishing purchased services to eligible clients.

“This institution is an equal opportunity provider.”

3. The determination of when to terminate the furnishing of purchased services to eligible clients.
- B. Nothing in this agreement shall be construed as requiring the Contractor to provide or continue purchased services to or for any eligible clients.
- C. The Contractor shall provide this service in the County building, the Contractor's office or in a secure virtual setting at the discretion of the County.

### **III. PAYMENT PROCESS**

- A. Statements will be submitted by the 10<sup>th</sup> of each month in the approved format detailing services provided in the prior month. Payment by the County to Contractor will be by the end of the month and will be based on actual billing.
- B. Payment: The County must, within 30 days of the date of receipt of the invoice, make payment to the Contractor for all eligible clients identified on the invoice.

### **IV. AUDIT AND RECORD DISCLOSURE**

- A. Allow personnel of the County, 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. 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. 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 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 County's or the Contractor's responsibility with respect to the Purchased Services is prohibited without the written consent of the client or responsible parent or guardian.
- B. The Contractor agrees to comply in all respects with the Minnesota Government Data Practices Act, Minn. Stat. Section 13.01-.48, and The Contractor further agrees to comply with any requests of the County which are necessitated by the County'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.

VI. **FAIR HEARING AND GRIEVANCE PROCEDURES**

A. The County agrees to provide a fair hearing and grievance procedure in conformance with Minnesota Statutes, section 256.045 and 268.86, and in conjunction with fair hearing and grievance procedures established by Minnesota Department of Human Services administrative rules.

VII. **EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS CLAUSE**

A. (When applicable) The Contractor agrees to administer all programs in accordance with the provisions contained in the Food and Nutrition Act of 2008, as amended, and in the manner prescribed by regulations issued pursuant to the Act; implement the FNS- approved State Plan of Operation for the Supplemental Nutrition Assistance Program (SNAP) if required; comply with Title VI of the Civil Rights Act of 1964; section 11 (C) of the Food and Nutrition Act of 2008, as amended; the Age Discrimination Act of 1975; section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Action of 1990; Title IX of the Educational Amendments of 1972; and all requirements imposed by the regulations issued pursuant these Acts by the U.S. Department of Agriculture to the effect that, no person in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under SNAP;

B. (When applicable) The Contractor agrees to administer all programs in accordance with U.S. Department of Health and Human Services requirements imposed by the regulations pursuant to Title VI of the Civil Rights Act of 1964; the Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Action of 1990; Title IX of the Educational Amendments of 1972; Section 1557 of the Patient Protection and Affordable Care Act of 2010. Comply with the regulations to the effect that, no person in the United States shall, on the grounds of race, color, national origin, sex, age, disability, or religion, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under U.S. Department of Health and Human Services programs;

- C. (When applicable) The Contractor agrees to administer all programs and services in compliance with the Minnesota Human Rights Act, Public Services and Public Accommodations provisions; comply with all requirements imposed by the Minnesota Human Rights Act to the effect that, no person in Minnesota shall, on the grounds of race, color, national origin, religion, creed, sex, sexual orientation, marital status, public assistance status, or disability, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under the Minnesota Human Rights Act. The Contractor and the County further agree to fully comply with any changes in Federal law and regulations. This agreement may be modified with the mutual consent of both parties;
- D. (When applicable) The Contractor agrees that by accepting the Civil Rights Assurance it will compile data, maintain records, books and accounts; and submit reports as required to permit effective enforcement of the nondiscrimination laws. The Contractor also agrees to permit authorized County, Federal and State personnel, during normal working hours, to review such records, books, accounts, and reports as need to determine compliance with the nondiscrimination laws;
- E. (When applicable) The Contractor agrees to provide meaningful access to all participants in the SNAP program. The Contractor must take reasonable steps to ensure that Limited English Proficiency (LEP) participants have meaningful access to programs, services, benefits, from the Contractor. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single-language minorities in certain project areas. Please include a copy of your agency's LEP Plan;
- F. (When applicable) The Contractor agrees to attest that all employees administering services or programs under contract with the County, have received the Civil Rights power point training;
- G. (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.

#### **VIII. REHABILITATION ACT CLAUSE**

- A. The Contractor 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.

**IX. BONDING, INDEMNITY, AND INSURANCE CLAUSE**

- A. **BONDING:** The Contractor 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 Contractor agrees it shall defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages and expenses that the County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Contractor'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 County 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 County, and copies of policies will be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

- 1. Professional Liability Insurance
  - a. **\$2,000,000** Each Occurrence and **\$4,000,000** aggregate.
- 2. 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.
- 3. 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.
- 4. Workers' Compensation per Statutory Requirements

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

**X. CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION**

Federal Regulation 45 CFR 92.35 prohibits the State/County 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/County. 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 the County; 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;
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  - 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 the 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).

#### **XI. CONDITIONS OF THE PARTIES’ OBLIGATIONS**

- A. Before the termination date specified in the Introduction of this agreement, the County 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 County, nor shall the Contractor do any work or furnish any material not covered by the agreement unless this is approved in writing by the County. Such approval shall be considered to be a modification of the agreement.
- D. If the County 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 the 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.



## **XII. SUBCONTRACTING AND ASSIGNMENT**

- A. The Contractor shall not enter into subcontracts for any of the work contemplated under this agreement without written approval of the County.
- 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 Contractor 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 Contractor reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision must not be construed to limit the rights of any party to 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.

## **XIII. INDEPENDENT CONTRACTOR**

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

## **XIV. CONTRACTOR STANDARDS AND LICENSES**

- A. The Contractor agrees to provide the County: Description of staffing, including job descriptions and professional qualifications of all personnel under this agreement.

**XV. NONCOMPLIANCE**

- A. If the Contractor fails to comply with the provisions of this contract, the County 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.

**XVI. 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).

**XVII. 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 County; and on New Freedom Inc. 20 Third Street NE, Aitkin, MN 56431 on behalf of the Contractor.
- 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 XV.A 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 the County.
- 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 the County upon resolution of the County.
- 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.

**XVIII. 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 Contractor and the County 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** the COUNTY and the CONTRACTOR agree that this agreement is effective January 1, 2022 to December 31, 2022.

BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
Chairperson  
Aitkin County Board of Commissioners

BY: <sup>DocuSigned by:</sup> Cynthia Bennett DATED: 11/10/2021  
Cynthia Bennett, Director  
Aitkin County Health & Human Services

BY: <sup>DocuSigned by:</sup> Cheryl Minz DATED: 11/10/2021  
Cheryl Minz, Treatment Director  
New Freedom Center

**APPROVED AS TO FORM AND EXECUTION**

BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
Jim Ratz  
Aitkin County Attorney

**COST & DELIVERY OF PURCHASED SERVICES**

**Clinical Supervision Time as follows:**

Individual clinical supervision via telehealth or in person	@	\$50.00/hour
Group clinical supervision via telehealth or in person	@	\$75.00/hour
Consultation with staff upon appointment	@	\$50.00/hour

Group clinical supervision will be provided on-site at Aitkin County Health & Human Services or via telehealth, one day per month; one hour per session.

Individual clinical supervision will be provided if an Aitkin County employee is unable to make scheduled group supervision and needs to reschedule with clinical supervisor.

Consultation via appointment will be provided on an as needed basis, need determined by treatment coordinators, and require prior approved by Aitkin County Health and Human Services Supervisor.

Review and approval of Treatment Coordination Support Plans will occur monthly during group supervision.

Any additional supervision time requested by the Contractor will be made to the Aitkin County Health and Human Services Supervisor. Request will be made prior to providing additional service and will include justification for request.



## AITKIN COUNTY HEALTH & HUMAN SERVICES

204 First Street NW  
Aitkin, MN 56431

Phone: 800-328-3744/218-927-7200  
Fax: 218-927-7210

### PURCHASE OF SERVICE AGREEMENT

**THIS AGREEMENT** between **AITKIN COUNTY HEALTH & HUMAN SERVICES**, 204 1<sup>st</sup> Street NW, Aitkin, Minnesota 56431, hereafter referred to as the County and **WOODVIEW SUPPORT SERVICES/OAKRIDGE HOMES, INC.**, 1021 Industrial Park Road, Brainerd, MN 56401, hereafter referred to as the Contractor; enter into this agreement for the period from January 1, 2022, to December 31, 2022.

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

**WHEREAS**, the County, pursuant to Minnesota Statutes, section 373.01, 373.02, and 256M 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 County and the Contractor agree as follows:

#### **I. SERVICES TO BE PROVIDED OR PURCHASED**

- A. As specified in Minnesota Statutes, section 373.01, 373.02, and 256M and Aitkin County Annual Community SILS, Adult Service Agreement, the County agrees to purchase and the Contractor agrees to provide Semi-Independent Living Services (SILS).
- B. The County 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 County whenever it is unable to, or going to be unable to, provide the required quality or quantity of purchased services. Upon such notification, the County 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 \$10.50 per 15 minute unit or \$42.00 per hour. The hourly cost shall cover the entire cost of the service including transportation.
- 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

"This institution is an equal opportunity provider."

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. 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.
- D. Performance of the Contractor will be monitored in accordance with client outcomes, goals, and indicators as specified in the CSSP.
- E. Purchased services will be provided at client homes, other approved community or office settings, or in a secure virtual setting at the discretion of the County.

### III. PAYMENT PROCESS

- A. Payment must be made on the basis of 100 percent of the time incurred providing service to eligible clients.
- B. 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.
- C. Payment: The County must, within 30 days of the date of receipt of the invoice, make payment to the Contractor for all eligible clients identified on the invoice.

### IV. 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 County.

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

- A. When the County has determined that the client is no longer eligible to receive Purchased Services or that services are no longer needed or appropriate, the County must notify the contractor within 5 days of the determination. The County

must notify the client of proposed termination of services in writing at least 10 days prior to the proposed County action and of the client's right to appeal this proposed County action.

- B. The Contractor must notify the County 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 County will notify the client in writing, that services under this contract have been terminated.

**V. 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. Allow personnel of the County, 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.
- C. 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.
- D. 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)

**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 County's or the Contractor's responsibility with respect to the Purchased Services is prohibited without the written consent of the client or responsible parent or guardian.
- B. The Contractor agrees to comply in all respects with the Minnesota Government Data Practices Act, Minn. Stat. Section 13.01-.48, and The Contractor further agrees to comply with any requests of the County which are necessitated by the County'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 AND GRIEVANCE PROCEDURES**

A. The County agrees to provide a fair hearing and grievance procedure in conformance with Minnesota Statutes, section 256.045 and 268.86, and in conjunction with fair hearing and grievance procedures established by Minnesota Department of Human Services administrative rules.

**VIII. EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS CLAUSE**

A. (When applicable) The Contractor agrees to administer all programs in accordance with the provisions contained in the Food and Nutrition Act of 2008, as amended, and in the manner prescribed by regulations issued pursuant to the Act; implement the FNS- approved State Plan of Operation for the Supplemental Nutrition Assistance Program (SNAP) if required; comply with Title VI of the Civil Rights Act of 1964; section 11 (C) of the Food and Nutrition Act of 2008, as amended; the Age Discrimination Act of 1975; section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Action of 1990; Title IX of the Educational Amendments of 1972; and all requirements imposed by the regulations issued pursuant these Acts by the U.S. Department of Agriculture to the effect that, no person in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under SNAP;

B. (When applicable) The Contractor agrees to administer all programs in accordance with U.S. Department of Health and Human Services requirements imposed by the regulations pursuant to Title VI of the Civil Rights Act of 1964; the Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Action of 1990; Title IX of the Educational Amendments of 1972; Section 1557 of the Patient Protection and Affordable Care Act of 2010. Comply with the regulations to the effect that, no person in the United States shall, on the grounds of race, color, national origin, sex, age, disability, or religion, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under U.S. Department of Health and Human Services programs;



- C. (When applicable) The Contractor agrees to administer all programs and services in compliance with the Minnesota Human Rights Act, Public Services and Public Accommodations provisions; comply with all requirements imposed by the Minnesota Human Rights Act to the effect that, no person in Minnesota shall, on the grounds of race, color, national origin, religion, creed, sex, sexual orientation, marital status, public assistance status, or disability, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under the Minnesota Human Rights Act. The Contractor and the County further agree to fully comply with any changes in Federal law and regulations. This agreement may be modified with the mutual consent of both parties;
- D. (When applicable) The Contractor agrees that by accepting the Civil Rights Assurance it will compile data, maintain records, books and accounts; and submit reports as required to permit effective enforcement of the nondiscrimination laws. The Contractor also agrees to permit authorized County, Federal and State personnel, during normal working hours, to review such records, books, accounts, and reports as need to determine compliance with the nondiscrimination laws;
- E. (When applicable) The Contractor agrees to provide meaningful access to all participants in the SNAP program. The Contractor must take reasonable steps to ensure that Limited English Proficiency (LEP) participants have meaningful access to programs, services, benefits, from the Contractor. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single-language minorities in certain project areas. Please include a copy of your agency's LEP Plan;
- F. (When applicable) The Contractor agrees to attest that all employees administering services or programs under contract with the County, have received the Civil Rights power point training;
- G. (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. REHABILITATION ACT CLAUSE**

- A. The Contractor 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 Contractor 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 Contractor agrees it shall defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages and expenses that the County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Contractor'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 County 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 County, and copies of policies will be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

- 1. Professional Liability Insurance
  - a. **\$2,000,000** Each Occurrence and **\$4,000,000** aggregate.
- 2. 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.
- 3. 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.
- 4. Workers' Compensation per Statutory Requirements

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

E. 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 County.

**XI. CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION**

Federal Regulation 45 CFR 92.35 prohibits the State/County 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/County. 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 the County; 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;
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- 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 the 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.

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- A. The Contractor agrees to provide the County: Description of staffing, including job descriptions and professional qualifications of all personnel under this agreement.

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- 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.

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

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- 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 XV.A 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 the County.
- 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 the County upon resolution of the County.
- 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.

**XIX. 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 Contractor and the County 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**, the COUNTY and the CONTRACTOR agree that this agreement is effective from January 1, 2022 to December 31, 2022.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Chairperson  
Aitkin County Board of Commissioners

BY: <sup>DocuSigned by:</sup> Cynthia Bennett \_\_\_\_\_ DATE: 10/22/2021  
Cynthia Bennett, Director  
Aitkin County Health & Human Services

BY: <sup>DocuSigned by:</sup> Cory Felske \_\_\_\_\_ DATE: 10/22/2021  
Cory Felske, Owner/Director  
Woodview Support Services/Oakridge Homes Inc.

**APPROVED AS TO FORM AND EXECUTION**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Jim Ratz, Aitkin County Attorney





## AITKIN COUNTY HEALTH & HUMAN SERVICES

204 First Street NW  
Aitkin, MN 56431

Phone: 800-328-3744/218-927-7200  
Fax: 218-927-7210

### PURCHASE OF SERVICE AGREEMENT

**THIS AGREEMENT** between, **AITKIN COUNTY HEALTH & HUMAN SERVICES**, 204 1<sup>st</sup> Street NW, Aitkin, Minnesota 56431, hereafter referred to as the County and **PHILIP TANGE**, LICSW, 29753 436<sup>th</sup> Place, Aitkin, MN 56431, hereafter referred to as Contractor; enter into this agreement for the period from January 1, 2022 to December 31, 2022.

**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 County 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 County 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 County and Contractor agree as follows:

#### **I. SERVICES TO BE PROVIDED OR PURCHASED**

- A. The County agrees to purchase and the Contractor agrees to furnish services as listed in Attachment A.
- B. Individual and group clinical supervision as required under the Comprehensive Mental Health Act and the Comprehensive Children's Mental Health Act. Pre-emption screenings for chemical dependency and mental health commitments. Read and approve LOCUS, functional assessments, and adult mental health care plans. Complete Diagnostic Assessments for those without insurance, if needed.

#### **II. COST AND DELIVERY OF PURCHASED SERVICES**

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

"This institution is an equal opportunity provider."

1. The application of its intake procedures and requirements to clients. The methods, times, means, and personnel for furnishing purchased services to eligible clients.
  2. The methods, times, means and personnel for furnishing purchased services to eligible clients.
  3. The determination of when to terminate the furnishing of purchased services to eligible clients.
- B. Nothing in this agreement shall be construed as requiring the Contractor to provide or continue purchased services to or for any eligible clients.
- C. The Contractor shall provide this service in the agreed upon setting and if a secure virtual option is requested, approval will be at the discretion of the county.

### **III. PAYMENT PROCESS**

- A. Statements will be submitted by the 10<sup>th</sup> of each month in the approved format detailing services provided in the prior month. Payment by the County to Contractor will be by the end of the month and will be based on actual billing.
- B. Payment: The County must, within 30 days of the date of receipt of the invoice, make payment to the Contractor for all eligible clients identified on the invoice.

### **IV. AUDIT AND RECORD DISCLOSURE**

- A. Allow personnel of the County, 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. 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. 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 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 County's or the Contractor's

responsibility with respect to the Purchased Services is prohibited without the written consent of the client or responsible parent or guardian.

B. The Contractor agrees to comply in all respects with the Minnesota Government Data Practices Act, Minn. Stat. Section 13.01-.48, and The Contractor further agrees to comply with any requests of the County which are necessitated by the County'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.

**VI. FAIR HEARING AND GRIEVANCE PROCEDURES**

A. The County agrees to provide a fair hearing and grievance procedure in conformance with Minnesota Statutes, section 256.045 and 268.86, and in conjunction with fair hearing and grievance procedures established by Minnesota Department of Human Services administrative rules.

**VII. EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS CLAUSE**

A. (When applicable) The Contractor agrees to administer all programs in accordance with the provisions contained in the Food and Nutrition Act of 2008, as amended, and in the manner prescribed by regulations issued pursuant to the Act; implement the FNS- approved State Plan of Operation for the Supplemental Nutrition Assistance Program (SNAP) if required; comply with Title VI of the Civil Rights Act of 1964; section 11 (C) of the Food and Nutrition Act of 2008, as amended; the Age Discrimination Act of 1975; section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Act of 1990; Title IX of the Educational Amendments of 1972; and all requirements imposed by the regulations issued pursuant these Acts by the U.S. Department of Agriculture to the effect that, no person in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under SNAP;

B. (When applicable) The Contractor agrees to administer all programs in accordance with U.S. Department of Health and Human Services requirements imposed by the regulations pursuant to Title VI of the Civil Rights Act of 1964; the Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act of 1973;

Title II of the Americans with Disabilities Action of 1990; Title IX of the Educational Amendments of 1972; Section 1557 of the Patient Protection and Affordable Care Act of 2010. Comply with the regulations to the effect that, no person in the United States shall, on the grounds of race, color, national origin, sex, age, disability, or religion, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under U.S. Department of Health and Human Services programs;

- C. (When applicable) The Contractor agrees to administer all programs and services in compliance with the Minnesota Human Rights Act, Public Services and Public Accommodations provisions; comply with all requirements imposed by the Minnesota Human Rights Act to the effect that, no person in Minnesota shall, on the grounds of race, color, national origin, religion, creed, sex, sexual orientation, marital status, public assistance status, or disability, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under the Minnesota Human Rights Act. The Contractor and the County further agree to fully comply with any changes in Federal law and regulations. This agreement may be modified with the mutual consent of both parties;
- D. (When applicable) The Contractor agrees that by accepting the Civil Rights Assurance it will compile data, maintain records, books and accounts; and submit reports as required to permit effective enforcement of the nondiscrimination laws. The Contractor also agrees to permit authorized County, Federal and State personnel, during normal working hours, to review such records, books, accounts, and reports as need to determine compliance with the nondiscrimination laws;
- E. (When applicable) The Contractor agrees to provide meaningful access to all participants in the SNAP program. The Contractor must take reasonable steps to ensure that Limited English Proficiency (LEP) participants have meaningful access to programs, services, benefits, from the Contractor. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single-language minorities in certain project areas. Please include a copy of your agency's LEP Plan;
- F. (When applicable) The Contractor agrees to attest that all employees administering services or programs under contract with the County, have received the Civil Rights power point training;
- G. (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.

## **VIII. REHABILITATION ACT CLAUSE**

- A. The Contractor 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.

## **IX. INDEMNITY, AND INSURANCE CLAUSE**

- A. INDEMNITY: The Contractor agrees it shall defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages and expenses that the County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Contractor's performance or failure to adequately perform its obligations pursuant to this Purchase of Service Agreement.
- B. 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 County 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 County, and copies of policies will be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

1. Professional Liability Insurance
    - a. **\$2,000,000** Each Occurrence and **\$4,000,000** aggregate.
  2. Workers' Compensation per Statutory Requirements
- C. NONCOMPLIANCE: The County reserves the right to rescind any contract not in compliance with these requirements and retains all right thereafter to pursue any legal remedies against the Contractor.
- 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 County.

**X. CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION**

Federal Regulation 45 CFR 92.35 prohibits the State/County 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/County. 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 the County; 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 the 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).

## **XI. CONDITIONS OF THE PARTIES' OBLIGATIONS**

- A. Before the termination date specified in the Introduction of this agreement, the County 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 County, nor shall the Contractor do any work or furnish any material not covered by the agreement unless this is approved in writing by the County. Such approval shall be considered to be a modification of the agreement.
- D. If the County 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 the 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.

## **XII. SUBCONTRACTING AND ASSIGNMENT**

- A. The Contractor shall not enter into subcontracts for any of the work contemplated under this agreement without written approval of the County.
- 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 Contractor 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 Contractor reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision must not be construed to limit the rights of any party to 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.

### **XIII. INDEPENDENT CONTRACTOR**

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

### **XIV. CONTRACTOR STANDARDS AND LICENSES**

- A. The Contractor agrees to provide the County: Description of staffing, including job descriptions and professional qualifications of all personnel under this agreement.

### **XV. NONCOMPLIANCE**

- A. If the Contractor fails to comply with the provisions of this contract, the County 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.

### **XVI. 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).

**XVII. 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 County; and on Philip Tange, LICSW, 29780 Pioneer Avenue, Aitkin, MN 56431 on behalf of the Contractor.
- 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 XV.A 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 the County.
- 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 the County upon resolution of the County.
- 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.

**XVIII. 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 Contractor and the County 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** the COUNTY and the CONTRACTOR agree that this agreement is effective January 1, 2022 to December 31, 2022.

BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
Chairperson  
Aitkin County Board of Commissioners

BY: <sup>DocuSigned by:</sup> Cynthia Bennett DATED: 10/22/2021  
Cynthia Bennett, Director  
Aitkin County Health & Human Services

BY: <sup>DocuSigned by:</sup> Philip Tange DATED: 10/21/2021  
Philip Tange, LICSW

**APPROVED AS TO FORM AND EXECUTION**

BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
Jim Ratz  
Aitkin County Attorney

**COST & DELIVERY OF PURCHASED SERVICES**

**Mental Health Professional Time as follows:**

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

Mental Health professional will be on-site at Aitkin County Health & Human Services or an approved secure virtual site, one day per month; minimum of four hours with maximum of eight hours per day or as agreed upon in item II.C.

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

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



## AITKIN COUNTY HEALTH & HUMAN SERVICES

204 First Street NW  
Aitkin, MN 56431

Phone: 800-328-3744/218-927-7200  
Fax: 218-927-7210

### PURCHASE OF SERVICE AGREEMENT

**THIS AGREEMENT** by and between **AITKIN COUNTY HEALTH AND HUMAN SERVICES**, 204 1<sup>st</sup> Street NW, Aitkin, MN, 56431, herein after referred to as the County and **PRESBYTERIAN FAMILY FOUNDATION**, 901 North Highway 71, Willmar, MN, 56201, hereinafter referred to as the Contractor, enter into this agreement for the period January 1, 2022 to December 31, 2022.

**WHEREAS**, the County has identified persons who may be candidates for private guardianship or conservatorship; and

**WHEREAS**, the Contractor is willing and able to provide guardianship services to Vulnerable Adults in accordance with Minnesota Statutes 626 and Minnesota Department of Human Services rules; and

**WHEREAS**, Minnesota Statute 525 allows for reimbursement for the provision of Guardianship and Conservatorship services; and

**WHEREAS**, the County, pursuant to Minnesota Statutes, section 256, wishes to purchase such services from the Contractor;

**NOW**, therefore, in consideration of the mutual understandings and agreements set forth, the County and Contractor agree as follows:

#### **I. SERVICES TO BE PROVIDED OR PURCHASED**

- A. The County agrees to purchase and the Contractor agrees to provide guardianship services which includes actions and decisions on behalf of the ward and that will encourage and allow the maximum level of independent functioning in a manner least restrictive of the ward's personal freedom consistent with the need for supervision and protection. Such actions and decisions shall be limited to only those powers granted by the court and which are necessary to provide for the demonstrated needs of the ward.
- B. The Contractor shall permit and encourage input by the nearest relative of the ward in planning and decision making in behalf of the ward as long as this person is acting in the best interests of said ward.
- C. Guardianship/Conservatorship services will be provided in accordance with MN Statutes, Section 252A, and applicable Minnesota Rules, including 9525.3010=3100 and incorporated herein by reference.
- D. Purchased services will be provided within the State of Minnesota.

"This institution is an equal opportunity provider."

- E. The Contractor agrees to provide the County with a written description of their Guardianship/Conservatorship program.
- F. The Contractor shall, in writing within 10 days, notify the County whenever it is unable to, or going to be unable to, provide the required quality or quantity of the Purchased Services. Upon such notification, the County shall determine whether such inability will require modification or cancellation of the contract.

**II. COST AND DELIVERY OF PURCHASED SERVICES**

- A. The rate to be paid by the County for purchased services under this contract is \$56.65 per hour with monthly contact permitted to two hours per month for individuals living in a supervised setting and three hours per month for individuals living in their own homes and shall not exceed \$4078.80 per case, plus mileage.
- B. Situations deeming addition contact beyond the established time will require prior authorization by the county case manager coordinating the case.
- C. The Contractor shall, upon authorization from a Court of Law, charge the individual for whom services are being provided or bill alternative financial resources available to pay for services, prior to any payments from the County.
- D. All payment will be in the amount and in the manner described below.
  - 1. Services will be reimbursed on a fee-for-service basis for authorized services in accordance with the rate schedule in Exhibit A.
- E. The Contractor shall establish written procedures for terminating services to a client. The written procedures shall include the specific grounds for termination of service.
- F. Per Minnesota Statutes 524.537 and 524.5-431 Guardianship and Conservatorship end upon death of a ward. A client shall remain an Active Client during Contractor's appointment as Guardian or Conservator for the period up to and including 3 months of a client's death. The contractor shall not bill or collect any payment under this Agreement for services provided more than 90 days after a client's date of death or exceed the contract cap, unless such payment is approved by the County.
- G. The Contractor shall provide this service in a supervised setting, in their home, or in a secure virtual setting at the discretion of the County.

**III. ELIGIBILITY FOR SERVICES**

- A. The County shall determine eligibility for wards or conservatees provided service

under the terms of this agreement.

- B. The Contractor will be reimbursed only in cases where the County has requested and the Court has appointed, the Contractor to act as guardian or conservator.
- C. The amount, frequency and duration of purchased services shall be provided in accordance with the client's Individual Service Plan and Service Agreement, and shall be directed towards each client's achievement of Service Plan goals.

**IV. PAYMENT PROCESS**

- A. The Contractor shall, within five (5) working days following the last day of each calendar month, submit a standard invoice to the County or the County of Financial Responsibility. The invoice shall show the total cost for all program services, and the name and home address of each client for whom services were provided.
- B. Compensation to the Contractor shall be conditioned on compliance of all applicable laws, rules and standards by the Contractor.
- C. The County shall make payment to the Contractor within thirty (30) days of receipt of the invoice.

**V. AUDIT AND RECORD DISCLOSURE**

- 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.

**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 County's or the Contractor's responsibility with respect to the Purchased Services is prohibited without the written consent of the client or responsible parent or guardian.

B. The Contractor agrees to comply in all respects with the Minnesota Government Data Practices Act, Minn. Stat. Section 13.01-.48, and The Contractor further agrees to comply with any requests of the County which are necessitated by the County'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 AND GRIEVANCE PROCEDURES**

A. The County agrees to provide a fair hearing and grievance procedure in conformance with Minnesota Statutes, section 256.045 and 268.86, and in conjunction with fair hearing and grievance procedures established by Minnesota Department of Human Services administrative rules.

**VIII. EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS CLAUSE**

A. (When applicable) The Contractor agrees to administer all programs in accordance with the provisions contained in the Food and Nutrition Act of 2008, as amended, and in the manner prescribed by regulations issued pursuant to the Act; implement the FNS- approved State Plan of Operation for the Supplemental Nutrition Assistance Program (SNAP) if required; comply with Title VI of the Civil Rights Act of 1964; section 11 (C) of the Food and Nutrition Act of 2008, as amended; the Age Discrimination Act of 1975; section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Action of 1990; Title IX of the Educational Amendments of 1972; and all requirements imposed by the regulations issued pursuant these Acts by the U.S. Department of Agriculture to the effect that, no person in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under SNAP;

B. (When applicable) The Contractor agrees to administer all programs in accordance with U.S. Department of Health and Human Services requirements imposed by the regulations pursuant to Title VI of the Civil Rights Act of 1964; the Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Action of 1990; Title IX of the Educational Amendments of 1972; Section 1557 of the Patient Protection and

Affordable Care Act of 2010. Comply with the regulations to the effect that, no person in the United States shall, on the grounds of race, color, national origin, sex, age, disability, or religion, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under U.S. Department of Health and Human Services programs;

- C. (When applicable) The Contractor agrees to administer all programs and services in compliance with the Minnesota Human Rights Act, Public Services and Public Accommodations provisions; comply with all requirements imposed by the Minnesota Human Rights Act to the effect that, no person in Minnesota shall, on the grounds of race, color, national origin, religion, creed, sex, sexual orientation, marital status, public assistance status, or disability, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under the Minnesota Human Rights Act. The Contractor and the County further agree to fully comply with any changes in Federal law and regulations. This agreement may be modified with the mutual consent of both parties;
- D. (When applicable) The Contractor agrees that by accepting the Civil Rights Assurance it will compile data, maintain records, books and accounts; and submit reports as required to permit effective enforcement of the nondiscrimination laws. The Contractor also agrees to permit authorized County, Federal and State personnel, during normal working hours, to review such records, books, accounts, and reports as need to determine compliance with the nondiscrimination laws;
- E. (When applicable) The Contractor agrees to provide meaningful access to all participants in the SNAP program. Your agency must take reasonable steps to ensure that Limited English Proficiency (LEP) participants have meaningful access to programs, services, benefits, from your agency. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single- language minorities in certain project areas. Please include a copy of your agency's LEP Plan;
- F. (When applicable) The Contractor agrees to attest that all employees administering services or programs under contract with the County, have received the Civil Rights power point training;
- G. (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. REHABILITATION ACT CLAUSE**



The Contractor 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 Contractor 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 Contractor agrees it shall defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages and expenses that the County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Contractor'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 County 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 County, and copies of policies will be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

- 1. Professional Liability Insurance
  - a. **\$2,000,000** Each Occurrence and **\$4,000,000** aggregate.
- 2. 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.
- 3. 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.

4. Workers' Compensation per Statutory Requirements

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

E. 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 County.

**XI. CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION**

Federal Regulation 45 CFR 92.35 prohibits the State/County 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/County. 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 the County; 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 the 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 County 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 County, nor shall the Contractor do any work or furnish any material not covered by the agreement unless this is approved in writing by the County. Such approval shall be considered to be a modification of the agreement.
- E. If the County 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 the 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 the County from any loss or injury suffered by the Contractor, its employees or agents, as a result of contract with infectious agents.

### **XIII. SUBCONTRACTING AND ASSIGNMENT**

- A. The Contractor shall not enter into subcontracts for any of the work contemplated under this agreement without written approval of the County.
- 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. INDEPENDENT CONTRACTOR**

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

#### **XV. CONTRACTOR STANDARDS AND LICENSES**

- A. The Contractor shall furnish to the County a background resume to include the following: professional and personal credentials for guardianship/conservatorship, a minimum of three personal/professional references, professional associations and/or accreditation of such, a current Minnesota driver's license in good standing.
- B. The Contractor will annually authorize the County to perform a background check under the Criminal Justice Information System for evidence of maltreatment of adults, vulnerable adults, and any criminal exploitation. The Contractor will be required to consent to a background check (local and state) prior to a contract being issued.
- C. Contractor will comply with all court background check and background reporting requirements, including filling out forms annually and when any changes occur, if applicable.
- D. When required, the Contractor shall remain licensed by the State during the term of this Agreement. The County will only pay for Contract Management services provided pursuant to such licensing requirements.
- E. When licensing is required, the revocation of the license shall be the cause for cancellation of this Agreement effective upon receipt of the cancellation notice, other provisions for cancellation of this Agreement notwithstanding.
- F. The Contractor shall comply with all applicable Federal and State statutes and regulations, as well as local ordinances and rules now in effect or hereafter adopted including Minnesota Statutes 524.5 et al.
- G. Other provisions for cancellation of this Agreement notwithstanding, failure to meet the requirements of paragraphs a, b, c as stated above may be cause for cancellation of this Agreement effective as of receipt of notice of cancellation.

#### **XVI. NONCOMPLIANCE**

- A. If the Contractor fails to comply with the provisions of this contract, the County 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.

**XVII. 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).

**XVIII. 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 County; and on the Director of Presbyterian Family Foundation, 901 North Highway 71, Willmar, MN, 56201 on behalf of the Contractor.
- 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 XVI.A 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 the County.
- 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 the County upon resolution of the County.
- 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.

**XIX. 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 Contractor and the County 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**, the COUNTY and the CONTRACTOR agree that this agreement is effective from January 1, 2022 to December 31, 2022.

BY: \_\_\_\_\_  
Chairperson  
Aitkin County Board of Commissioners

DATED: \_\_\_\_\_

BY: <sup>DocuSigned by:</sup> Cynthia Bennett  
Cynthia Bennett, Director  
Aitkin County Health & Human Services

DATED: 11/2/2021

BY: <sup>DocuSigned by:</sup> Catherine C. Johnson  
Catherine C. Johnson, Director  
Presbyterian Family Foundation, Inc.

DATED: 10/26/2021

**APPROVED AS TO FORM AND EXECUTION**

BY: \_\_\_\_\_  
Jim Ratz  
Aitkin County Attorney

DATED: \_\_\_\_\_

**Attachment A**

**GUARDIANSHIP/CONSERVATORSHIP FEES**

**GUARDIANSHIP OF THE PERSON  
CONSERVATORSHIP OF THE ESTATE**

**GENERAL DUTIES (include, but are not limited to)**

1. Visits with the clients shall be at least once a month. They may be by telephone, written communication, or in a secure virtual setting approved by the County with the person's caregiver, if appropriate.
2. Attend case conferences, annual meetings and appropriate court hearings.
3. File annual well-being reports to the court.
4. Review and sign consents, fill out financial applications as needed, monitor personal needs monies and take care of any required correspondence.
5. Take necessary and appropriate actions on behalf of the client and his/her estate.
6. File an annual or final account when necessary.

Whenever possible, trained volunteers will be matched with some clients to be a friend and a liaison to enhance the relationship between the person and PFF.

The hourly rate to be paid is \$56.65. Mileage is to be paid at a rate of current federal tax rate.

Fees do not include attorney fees on behalf of client. See Section X of this contract.





## AITKIN COUNTY HEALTH & HUMAN SERVICES

204 First Street NW  
Aitkin, MN 56431

Phone: 800-328-3744/218-927-7200  
Fax: 218-927-7210/7293

### PURCHASE OF SERVICE AGREEMENT

**THIS AGREEMENT** between, Aitkin County Health & Human Services, 204 1<sup>st</sup> Street NW, Aitkin, Minnesota 56431, hereafter referred to as the Department and Thomas Allen, Inc., Case Management Company, hereafter referred to as Contractor; enter into this agreement for the period from January 1, 2022 to December 31, 2022.

**WHEREAS**, Federal and State funds are available for the purchase of Title 19 Home and Community Based Services through the State of Minnesota pursuant to 42 U.S.C. 1396 through 1396P and Minnesota Statutes Chapters 245D and 256B; and

**WHEREAS**, The Contractor under this agreement include will provide case management services to individuals on the Developmental Disabilities (DD), the Alternative Care/Elderly Waiver (AC/EW), the Community Access for Disability Inclusion (CADI), Brain Injury (BI) Waivers and

**WHEREAS**, the Department pursuant to Minnesota Statutes 42 U.S.C. 1396 to 1396P and Minnesota Statutes Chapters 245D and 256B wishes to purchase Home and Community Based Services case management services from Contractor; and

**WHEREAS**, the Contractor wishes to furnish services to individuals in accordance with Minnesota Statutes Chapters 245A, 245D, 256B and 256M, Minnesota Rules Chapter 9525, and in accordance with the type, amount, frequency and duration stated in each person's individual plan, commonly referred to as "Coordinated Service and Support Plan (CSSP);" and

**WHEREAS**, the Contractor represents that it is duly qualified and willing to perform these services and has submitted its Federal Tax ID number and NPI number to the Department; and

**WHEREAS**, this agreement defines the rights and obligations of the parties with respect to Home and Community Based Services; and

**WHEREAS**, the provisions contained in this agreement establish the necessary and required minimum standards that the parties to this agreement will follow when contracting for Home and Community Based Services case management.

**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;

Home and Community Based Services, case management for the Developmental Disabilities (DD), and the Alternative Care/Elderly Waiver (AC/EW), Community

"This institution is an equal opportunity provider."

Access for Disability Inclusion (CADI), and Brain Injury (BI) Waivers, as described in this agreement and in accordance with applicable provisions in the Minnesota Health Care Provider Manual, the Minnesota Department of Human Services (DHS) Disability Service Program Manual, and any applicable DHS Bulletins.

## **II. COST AND DELIVERY OF PURCHASED SERVICES**

Service reimbursement rates for case management will be in alignment with the Long-Term Services and Supports Service Rate Limits Document produced by the Department of Human Services (DHS-3945-ENG). 144-196 15-minute units of case management service will be authorized annually, units based on needs of each individual. Contractor will bill for services through a waiver service agreement on the Medicaid Management Information System (MMIS).

## **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. Maintaining sufficient staff, facilities and equipment to deliver services consistent with statutory requirements.
- B. Supervision of staff who are providing the case management service.
- C. Notifying the Department immediately when Contractor believes it will be unable to deliver services in the required quality or quantity. A 30-day notice of service termination is recommended.
- D. Following referral and intake procedures and requirements with respect to working with clients.
- E. Developing and updating the CSSP in the MnCHOICES Support Plan for each recipient as well as monitoring and evaluating achievement of goals and objectives. Annual and modified CSSP will be provided to the Department within 30 days after it is completed.
- F. Participation in inter-disciplinary team meetings, minimally two face to face contacts annually as well as managing ongoing needs that may arise.
- G. Assisting the individual and legal guardian or other decision- maker with identification of service providers, assisting to access services, and coordinating services determined in the CSSP.
- H. Maintaining case records including CSSP, financial expenditures, audit requirements, and time reporting documents in a safe and secure method and providing access to the Department upon request.
- I. Collaborating with referring Department.

## **IV. AUDIT AND RECORD DISCLOSURE**

- A. Allow personnel of the Department, the Minnesota Department of Human Services, and the Department of Health and Human Services, access to the

Contractors records, in accordance with state and federal laws and regulations, at reasonable hours in order to exercise their responsibility to monitor the services.

- B. Maintain records for audit purposes and in audit ready conditions at all times.
- C. Comply with Minnesota Code for Agency Rule - Minnesota Department of Public Welfare and the Minnesota Government Practice Act, M.S. 15.1611 - 16.1698. (Suppl. 1979)

**V. SAFEGUARD OF CLIENT INFORMATION**

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

**VI. EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS CLAUSE**

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

**VII. FAIR HEARING AND GRIEVANCE PROCEDURES**

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

**VIII. BONDING, INDEMNITY, AND INSURANCE CLAUSE**

- A. **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 County 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 County, and copies of policies will be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

1. Professional Liability Insurance

- a. **\$2,000,000** Each Occurrence and **\$4,000,000** aggregate.

2. 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.

3. 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.

4. Workers' Compensation per Statutory Requirements

- B. **NONCOMPLIANCE:** The County reserves the right to rescind any contract not in compliance with these requirements and retains all right thereafter to pursue any legal remedies against the Contractor.
- C. **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 County.

**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 the Department relating to the subject matter hereof.
- B. This contract may be terminated or renegotiated upon 30 days written notification by either party.
- C. Contractor agrees to provide the Department Home and Community Based Services, case management for the Developmental Disabilities (DD), and the Alternative Care/Elderly Waiver (AC/EW), Community Access for Disability Inclusion (CADI), and Brain Injury (BI) Waivers, as described in this agreement in accordance with applicable provisions in the Minnesota Health Care Provider Manual, the Minnesota Department of Human Services (DHS) Disability Service Program Manual, and any applicable DHS Bulletins.
- D. Staff providing case management services under this agreement may be licensed in accordance with the requirements of Minnesota Statutes 148D.050 et seq. and meet the qualifications in Code of Federal Regulations, title 43, section 483.430 as a Qualified Developmental Disability Professional (QDDP) or be a Public Health Nurse licensed under Minnesota R 6316.0100 or Minnesota Statutes 148.171, subd. 18, a Registered Nurse licensed under Minnesota Statutes 148.171-148.285, or Social Workers meeting the minimum qualifications under the Minnesota Merit System Minnesota R 9575.
- E. Program and fiscal records shall be retained in the Contractor facility for a minimum of ten years.

F. This contract may be extended for a period of six months at the option of the Department. If the Department 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 (Thomas Allen, Inc.) have executed this agreement as of the day and year first above written:

BY: <sup>DocuSigned by:</sup> Cynthia Bennett DATE: 10/21/2021  
Cynthia Bennett, Director  
Aitkin County Health & Human Services

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Board Chair,  
Aitkin County Health & Human Services Board

BY: <sup>DocuSigned by:</sup> John Sequester DATE: 10/21/2021  
Thomas Allen Inc.

APPROVED AS TO FORM AND EXECUTION

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
Jim Ratz, County Attorney

**CONTRACTED CASE MANAGEMENT GUIDELINES**

**THE REFERRING COUNTY WILL:**

1. Complete initial intake in SSIS, determine eligibility for Home and Community Based Services (HCBS) case management services, and refer eligible recipients to Contractor for case management services. Eligible recipient will include individuals who prefer an agency other than the Department to provide HCBS waiver case management services or those transferring into Aitkin County requesting to maintain services with Contractor.
2. Verify with Contractor that there is capacity to accept the referral.
3. Complete assessment and service agreement entry into MMIS authorizing Contractor to provide HCBS case management services.
4. Prepare for case transfer by following the Universal Case Transfer Form and send HCBS case management record to Contractor.
5. Maintain a SSIS case for administrative functions and document oversight and consultation with the Contractor.
6. Ensure Contractor has authorization to complete the CSSP necessary work in the MnCHOICES Support Plan (MnSP) for Aitkin County.

**CONTRACTOR WILL:**

1. Follow purchase of service agreement.
2. Supervise employees assigned as contracted case managers.
3. In accordance with Minnesota Statutes 256B.092 and Minnesota R. parts 9525.004 to 9525.0036, Minnesota Statutes 256B.49, 42 CFR 440.180, Minnesota Statutes 256B.0924 requirements and Minnesota Statutes 256B.0913 for Alternative Care and Minnesota Statutes 256B.0917 for the Elderly Wavier, Minnesota Statutes 256B.092, Minnesota Statutes 256B.0924, and Minnesota Statutes 256B.0621, provide HCBS case management services and develop or review each recipient's CSSP with recipient and guardian.
4. Assure that staff follow the MnSP and the Person-Centered, Informed Choice and Transition Protocols developed by the Minnesota DHS and approved by the Olmstead Subcabinet Executive Committee.
5. Participate in recipients interdisciplinary team meetings.
6. Document and submit HCBS case management service time via MN-ITS/DHS for payment.
7. Seek and arrange to purchase services in accordance with each recipient's MnSP.
8. Obtain releases of information from recipient and/or guardian or legal representative.
9. Actively collaborate with Aitkin County.
10. Provide recipient with emergency resources.
11. Maintain case documentation in audit ready standards.
12. Transfer case records to County of Financial Responsibility (CFR) immediately upon transferring the case back to the referring Department.





**AITKIN COUNTY HEALTH & HUMAN SERVICES**

204 First Street NW  
Aitkin, MN 56431

Phone: 800-328-3744/218-927-7200  
Fax: 218-927-7210

**PURCHASE OF SERVICE AGREEMENT**

**THIS AGREEMENT** between **AITKIN COUNTY HEALTH & HUMAN SERVICES**, 204 1<sup>st</sup> Street NW, Aitkin, Minnesota 56431, hereafter referred to as the County and **NYSTROM & ASSOCIATES**, 13021 Evergreen Drive, Baxter, MN 56425, hereafter referred to as the Contractor, enter into this agreement for the period from January 1, 2022 to December 31, 2022.

**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 County 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 County 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 County and the Contractor agree as follows:

**I. SERVICES TO BE PROVIDED OR PURCHASED:**

The County 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 County to determine whether said evaluations and tests appropriately fall under the terms of this agreement. If the County determines that said evaluations and tests fall outside the scope of this agreement, the Contractor will be notified upon referral by the County.

**II. COST AND DELIVERY OF PURCHASED SERVICES**

- A. Except as otherwise provided herein, the Contractor shall maintain in all respects its present control over and autonomy with respect to:
  - 1. The application of its intake procedures and requirements to clients. The methods, times, means, and personnel for furnishing purchased services to eligible clients.

“This institution is an equal opportunity provider.”

2. The methods, times, means and personnel for furnishing purchased services to eligible clients.
  3. The determination of when to terminate the furnishing of purchased services to eligible clients.
- B. Nothing in this agreement shall be construed as requiring the Contractor to provide or continue purchased services to or for any eligible clients.
- C. The Contractor shall provide this service in the agreed upon setting and if a secure virtual option is requested, approval will be at the discretion of the county.

### III. PAYMENT PROCESS

- A. Statements will be submitted by the 10<sup>th</sup> of each month in the approved format detailing services provided in the prior month. Payment by the County to the Contractor will be by the end of the month and will be based on actual billing.

### IV. AUDIT AND RECORD DISCLOSURE

- A. Allow personnel of the County, 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. 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. 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 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 County's or the Contractor's responsibility with respect to the Purchased Services is prohibited without the written consent of the client or responsible parent or guardian.
- B. The Contractor agrees to comply in all respects with the Minnesota Government Data Practices Act, Minn. Stat. Section 13.01-.48, and The Contractor further agrees to comply with any requests of the County which are necessitated by the County'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.

VI. FAIR HEARING AND GRIEVANCE PROCEDURES

A. The County agrees to provide a fair hearing and grievance procedure in conformance with Minnesota Statutes, section 256.045 and 268.86, and in conjunction with fair hearing and grievance procedures established by Minnesota Department of Human Services administrative rules.

VII. EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS CLAUSE

A. (When applicable) The Contractor agrees to administer all programs in accordance with the provisions contained in the Food and Nutrition Act of 2008, as amended, and in the manner prescribed by regulations issued pursuant to the Act; implement the FNS- approved State Plan of Operation for the Supplemental Nutrition Assistance Program (SNAP) if required; comply with Title VI of the Civil Rights Act of 1964; section 11 (C) of the Food and Nutrition Act of 2008, as amended; the Age Discrimination Act of 1975; section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Action of 1990; Title IX of the Educational Amendments of 1972; and all requirements imposed by the regulations issued pursuant these Acts by the U.S. Department of Agriculture to the effect that, no person in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under SNAP;

B. (When applicable) The Contractor agrees to administer all programs in accordance with U.S. Department of Health and Human Services requirements imposed by the regulations pursuant to Title VI of the Civil Rights Act of 1964; the Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Action of 1990; Title IX of the Educational Amendments of 1972; Section 1557 of the Patient Protection and Affordable Care Act of 2010. Comply with the regulations to the effect that, no person in the United States shall, on the grounds of race, color, national origin, sex, age, disability, or religion, be excluded from participation in, be denied the

benefits of, or otherwise subject to discrimination under U.S. Department of Health and Human Services programs;

- C. (When applicable) The Contractor agrees to administer all programs and services in compliance with the Minnesota Human Rights Act, Public Services and Public Accommodations provisions; comply with all requirements imposed by the Minnesota Human Rights Act to the effect that, no person in Minnesota shall, on the grounds of race, color, national origin, religion, creed, sex, sexual orientation, marital status, public assistance status, or disability, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under the Minnesota Human Rights Act. The Contractor and the County further agree to fully comply with any changes in Federal law and regulations. This agreement may be modified with the mutual consent of both parties;
- D. (When applicable) The Contractor agrees that by accepting the Civil Rights Assurance it will compile data, maintain records, books and accounts; and submit reports as required to permit effective enforcement of the nondiscrimination laws. The Contractor also agrees to permit authorized County, Federal and State personnel, during normal working hours, to review such records, books, accounts, and reports as need to determine compliance with the nondiscrimination laws;
- E. (When applicable) The Contractor agrees to provide meaningful access to all participants in the SNAP program. The Contractor must take reasonable steps to ensure that Limited English Proficiency (LEP) participants have meaningful access to programs, services, benefits, from the Contractor. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single-language minorities in certain project areas. Please include a copy of your agency's LEP Plan;
- F. (When applicable) The Contractor agrees to attest that all employees administering services or programs under contract with the County, have received the Civil Rights power point training;
- G. (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.

### **VIII. REHABILITATION ACT CLAUSE**

- A. The Contractor 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.

**IX. BONDING, INDEMNITY, AND INSURANCE CLAUSE**

- A. **BONDING:** The Contractor 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 Contractor agrees it shall defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages and expenses that the County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Contractor'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 County 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 County, and copies of policies will be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

- 1. Professional Liability Insurance
  - a. **\$2,000,000** Each Occurrence and **\$4,000,000** aggregate.
- 2. 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.
- 3. 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.

4. Workers' Compensation per Statutory Requirements

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

E. 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 County.

X. CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION

Federal Regulation 45 CFR 92.35 prohibits the State/County 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/County. 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 the County; 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 the 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).

#### **XI. CONDITIONS OF THE PARTIES' OBLIGATIONS**

- A. Before the termination date specified in the Introduction of this agreement, the County 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 County, nor shall the Contractor do any work or furnish any material not covered by the agreement unless this is approved in writing by the County. Such approval shall be considered to be a modification of the agreement.
- D. If the County 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 the 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.

## **XII. SUBCONTRACTING AND ASSIGNMENT**

- A. The Contractor shall not enter into subcontracts for any of the work contemplated under this agreement without written approval of the County.
- 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 Contractor 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 Contractor reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision must not be construed to limit the rights of any party to 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.

## **XIII. INDEPENDENT CONTRACTOR**

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

## **XIV. CONTRACTOR STANDARDS AND LICENSES**



- A. The Contractor agrees to provide the County: Description of staffing, including job descriptions and professional qualifications of all personnel under this agreement.

**XV. NONCOMPLIANCE**

- A. If the Contractor fails to comply with the provisions of this contract, the County 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.

**XVI. 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).

**XVII. 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 County; and on the Director of Nystrom & Associates, 13045 Falcon Drive Suite 100, Baxter, MN 56425 on behalf of the Contractor.
- 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 XV.A 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 the County.
- 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 the County upon resolution of the County.
- 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.

**XVIII. 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 Contractor and the County 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**, the COUNTY and the CONTRACTOR agree that this agreement is effective from January 1, 2022 to December 31, 2022.

BY: \_\_\_\_\_  
Chairperson  
Aitkin County Board of Commissioners

Date: \_\_\_\_\_

BY: <sup>DocuSigned by:</sup> Cynthia Bennett  
Cynthia Bennett, Director  
Aitkin County Health & Human Services

Date: 11/2/2021

BY: <sup>DocuSigned by:</sup> Annie Pope  
Annie Pope, Nystroms & Associates

Date: 10/26/2021

**APPROVED AS TO FORM AND EXECUTION**

BY: \_\_\_\_\_  
Jim Ratz, Aitkin County Attorney

Date: \_\_\_\_\_

**Attachment A**

**2022 COST & DELIVERY OF PURCHASED SERVICES**

A. Case Consultation \$100.00/hour

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

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

B. Pre-Petition Screens \$155.71/hour

C. Psychological Assessment \$170.00

Testing at \$188.00/unit

\*Numbers of units depends on tests needed to determine diagnosis

D. Outpatient Psychiatric Evaluation Flat Rate \$490.00

E. Outpatient Psychiatric Med Check Flat Rate \$180.00

F. Outpatient Therapy Flat Rate \$170.00

G. Travel Mileage is to be paid at the rate of current Federal Tax Rate



## AITKIN COUNTY HEALTH & HUMAN SERVICES

204 First Street NW  
Aitkin, MN 56431

Phone: 800-328-3744/218-927-7200  
Fax: 218-927-7210

### FAMILY PLANNING CONTRACT

**THIS AGREEMENT** between **AITKIN COUNTY HEALTH AND HUMAN SERVICES**, 204 1<sup>st</sup> Street NW, Aitkin, MN 56431, hereafter referred to as **COUNTY** 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, 2022 to December 31, 2022.

**WHEREAS**, the County 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, the County 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.

"This institution is an equal opportunity provider."

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:
  - a. Prescription
  - b. Fitting
  - c. 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 the County through follow-up with the family planning worker.
- D. Bill the County for services with written authorization provided by the medical services to patients who have no/low income for payment including:

PROCEDURE/CLINIC BILLING	CODES	2022 PRICES
Pelvic + Physical Exam-New Patient	99384	258.00
	99385	349.00
Pelvic + Physical Exam-Est. Patient	99394	249.00
	99395	288.00
Office Visit	99201	134.00
	99202	166.00
	99203	231.00
	99204	356.50
	99211	75.50
	99212	108.50
	99213	157.00
	99214	229.50
	99215	306.00
Depo Povera Serum	90782(J1050)	53.00
Administer Injection (Depo)	96372	17.50
Nexplanon	J7307	775.50
Insert	11981	367.50
Removal	11982	416.00
<b>PROCEDURE/HOSPITAL BILLING</b>		
Pregnancy Test	81025	86.50
PAP	88142	112.50
Chlamydia & GC	87491	263.00
	87591	263.00
RPR Syphilis serology	86592	101.50

**\*\*Effective January 1, 2022, above prices will receive a 31% discount at the time of billing 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. COUNTY 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. EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS CLAUSE**

- A. (When applicable) Riverwood agrees to administer all programs in accordance with the provisions contained in the Food and Nutrition Act of 2008, as amended, and in the manner prescribed by regulations issued pursuant to the Act; implement the FNS- approved State Plan of Operation for the Supplemental Nutrition Assistance Program (SNAP) if required; comply with Title VI of the Civil Rights Act of 1964; section 11 (C) of the Food and Nutrition Act of 2008, as amended; the Age Discrimination Act of 1975; section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Action of 1990; Title IX of the Educational Amendments of 1972; and all requirements imposed by the regulations issued pursuant these Acts by the U.S. Department of Agriculture to the effect that, no person in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under SNAP;
- B. (When applicable) Riverwood agrees to administer all programs in accordance with U.S. Department of Health and Human Services requirements imposed by the regulations pursuant to Title VI of the Civil Rights Act of 1964; the Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Action of 1990; Title IX of the Educational Amendments of 1972; Section 1557 of the Patient Protection and Affordable Care Act of 2010. Comply with the regulations to the effect that, no person in the United States shall, on the grounds of race, color, national origin, sex, age, disability, or religion, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under U.S. Department of Health and Human Services programs;
- C. (When applicable) Riverwood agrees to administer all programs and services in compliance with the Minnesota Human Rights Act, Public Services and Public Accommodations provisions; comply with all requirements imposed by the Minnesota Human Rights Act to the effect that, no person in Minnesota shall, on the grounds of race, color, national origin, religion, creed, sex, sexual orientation, marital status, public assistance status, or disability, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under the Minnesota Human Rights Act. Riverwood and the County further agree

to fully comply with any changes in Federal law and regulations. This agreement may be modified with the mutual consent of both parties;

- D. (When applicable) Riverwood agrees that by accepting the Civil Rights Assurance it will compile data, maintain records, books and accounts; and submit reports as required to permit effective enforcement of the nondiscrimination laws. Riverwood also agrees to permit authorized County, Federal and State personnel, during normal working hours, to review such records, books, accounts, and reports as need to determine compliance with the nondiscrimination laws;
- E. (When applicable) Riverwood agrees to provide meaningful access to all participants in the SNAP program. Riverwood must take reasonable steps to ensure that Limited English Proficiency (LEP) participants have meaningful access to programs, services, benefits, from Riverwood. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single-language minorities in certain project areas. Please include a copy of your Riverwood's LEP Plan;
- F. (When applicable) Riverwood agrees to attest that all employees administering services or programs under contract with the County, have received the Civil Rights power point training;
- G. (When applicable) Riverwood 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 Riverwood has employed forty or more full-time employees within the State of Minnesota on a single working day during the previous 12 months.

V. **ENTIRE AGREEMENT**

This agreement shall have an interagency evaluation of the services on or before May 31, 2022. 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**, the COUNTY and RIVERWOOD agree that this agreement is effective from January 1, 2022 to December 31, 2022.

BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
Chairperson  
Aitkin County Board of Commissioners

BY:  \_\_\_\_\_ DATED: 12/2/2021  
Cynthia Bennett, Director  
Aitkin County Health & Human Services

BY:  \_\_\_\_\_ DATED: 12/2/2021  
Casey Johnson, CFO  
Riverwood Healthcare

**APPROVED AS TO FORM AND EXECUTION**

BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
Jim Ratz  
Aitkin County Attorney





## **AITKIN COUNTY HEALTH & HUMAN SERVICES**

204 First Street NW  
Aitkin, MN 56431

Phone: 800-328-3744/218-927-7200  
Fax: 218-927-7210

### **Contract**

2022-2023 Child Support Cooperative Agreement.

### **Objective**

To enter into a Cooperative Agreement to the set forth respective responsibilities in providing child support services between Aitkin County and the Department of Human Services.

### **Opportunity**

To define the mutual responsibilities and agreements between Aitkin County child support, Attorney's and Sheriff's office and Department of Human Services.

### **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, 2022 to December 31, 2023.

### **Conclusion**

ACHHS is asking that the board approve this contract.

"This institution is an equal opportunity provider."

State of Minnesota – County  
Child Support Program  
Interagency Cooperative Agreement

**CY 2022-2023**

**STATE OF MINNESOTA-COUNTY INTERAGENCY COOPERATIVE AGREEMENT  
COVERING THE ADMINISTRATION OF CHILD SUPPORT,  
ESTABLISHMENT OF PATERNITY, AND MEDICAL SUPPORT LIABILITY PROGRAMS  
BY AND BETWEEN:**

**The Minnesota Department of Human Services, Child Support Division**

**and**

**AITKIN**

**County**

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State Copy [ ]  
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**CY 2022-2023 STATE OF MINNESOTA-COUNTY INTERAGENCY  
COOPERATIVE AGREEMENT COVERING THE ADMINISTRATION OF CHILD SUPPORT,  
ESTABLISHMENT OF PATERNITY, AND MEDICAL SUPPORT LIABILITY PROGRAMS  
BY AND BETWEEN:**

**The Minnesota Department of Human Services, Child Support Division**

**And**

**AITKIN County**

**THIS INTERAGENCY COOPERATIVE AGREEMENT** (hereinafter referred to as "Cooperative Agreement") is made and entered into for the period of January 1, 2022, through December 31, 2023, by and between the Minnesota Department of Human Services, Child Support Division, hereinafter referred to as "STATE," and the Governing Board of AITKIN County (hereinafter referred to as "COUNTY") and its designated Child Support Office (hereinafter referred to as "County IV-D Agency or IV-D Agency"). STATE and COUNTY are hereinafter collectively referred to as "the Parties".

**RECITALS**

**WHEREAS**, STATE is empowered to enter into interagency agreements pursuant to Minnesota Statutes, section 471.59;

**WHEREAS**, COUNTY is empowered to enter into interagency agreements pursuant to Minnesota Statutes, section 471.59;

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

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

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

**COOPERATIVE AGREEMENT**

**1. Definitions.** The following definitions apply to the terms used in this Cooperative Agreement unless the context clearly requires otherwise:

**1.1 Administrative Instructions.** Administrative instructions are from the STATE to the COUNTY on administrative or financial matters.

- 1.2 Business Day.** Business day means a day on which STATE offices are open for regular business.
- 1.3 Calendar Day.** Calendar day means each day shown on the calendar, including weekends and holidays.
- 1.4 Central Registry.** The Central Registry is the STATE unit of government responsible for receiving, disseminating, and overseeing the processing of all incoming interstate IV-D cases.
- 1.5 Cooperating Agency.** A Cooperating Agency is the County Sheriff or County Attorney who provides child support services for the COUNTY pursuant to a Cooperative Arrangement. "Cooperating Agencies" refers to both the County Sheriff and the County Attorney.
- 1.6 Cooperative Arrangement.** A Cooperative Arrangement is the standard template, which is paired to the Cooperative Agreement as **Attachment A**. This standard template must be used by the COUNTY when securing services from the County Attorney and the County Sheriff for the operation of the IV-D Program.
- 1.7 Cooperative Agreement Manager.** The Cooperative Agreement Manager is the contact person for each of the parties. The STATE's Cooperative Agreement Manager is the official contact with the COUNTY and is responsible for enforcing provisions of the Cooperative Agreement and assuring the provisions are carried out by the COUNTY.
- 1.8 Cooperative Agreement Review Committee (CARC).** The CARC shall be responsible for representing the COUNTY and County Attorney offices in seeking policy dispute resolution under the Cooperative Agreement and Cooperative Arrangement. The CARC members are appointed by the STATE Child Support Division (CSD) Director, in consultation with Counties and County Attorneys, and shall be comprised of three County Directors and three County Attorneys.
- 1.9 County Attorney.** Minnesota County Attorney means the attorney under Minnesota Statutes, chapter 388 and section 393.11, subdivision 2, who is employed by or contracted under a Cooperative Arrangement by the governing board of the COUNTY to provide support enforcement services specified under this Cooperative Agreement.
- 1.10 County Sheriff.** Minnesota County Sheriff means the sheriff under Minnesota Statutes, chapter 387, who is employed by or contracted under a Cooperative Arrangement by the governing board of the COUNTY to provide support enforcement services specified under this Cooperative Agreement.
- 1.11 Governing Board of a County.** The Governing Board of a County means the governing body of the local unit of government responsible for the administration of public welfare programs and services, including child support, in the county or multi-county area. This may include County Boards, organized under Minnesota Statutes, chapter 375; local social service agencies, organized under Minnesota Statutes, chapter 393; Hospital Commissions, as empowered by Minnesota Statutes, chapter 393; Human Services Boards, organized under Minnesota Statutes, chapter 402; Service Delivery Authorities, organized under Minnesota Statutes, chapter 402A; or

any other local unit of government which is responsible for the administration of child support enforcement services for the local area.

- 1.12 **IV-D Program.** The Minnesota programs provided for by Title IV-D of the federal Social Security Act, 42 C.F.R., sections 651 through 699b, in accordance with the language of Minnesota Statutes, sections 256.741 and Minnesota Statutes, chapter 518A and other state and federal statutes, federal regulations, and controlling court cases in effect during the term of this Cooperative Agreement.
  - 1.13 **Participant.** A participant is an IV-D case participant, including an individual that is listed as a case member in an open IV-D support case.
  - 1.14 **Parties.** The collective Parties, STATE and COUNTY.
  - 1.15 **PRISM.** "PRISM" means the Providing Resources to Improve Support in Minnesota system, the statewide child support database and associated programming, which the STATE owns and maintains.
  - 1.16 **Program Instructions.** Program Instructions are directives from the STATE to the COUNTY on how to follow federal and state law and regulations.
  - 1.17 **IV-D Program Requirements.** IV-D Program Requirements are the state and federal law requirements of the IV-D program.
  - 1.18 **State Disbursement Unit (SDU).** "SDU" means the State Disbursement Unit responsible for centralized receipt and distribution of child support and other support-related payments. The SDU includes the activities and staff at the Minnesota Child Support Payment Center (CSPC), located in St. Paul, Minnesota.
  - 1.19 **User Documentation.** User documentation is material contained in STATE's eMilo and SIR MILO websites and available at [www.dhssir.cty.dhs.state.mn.us/PRISM](http://www.dhssir.cty.dhs.state.mn.us/PRISM).
2. **Appointment of Cooperative Agreement Manager.** Each of the parties shall have a Cooperative Agreement Manager. The STATE's Cooperative Agreement Manager is the Child Support Division (CSD) Division Deputy Director or designee. The COUNTY's Cooperative Agreement Manager is the individual responsible for administration of the Cooperative Agreement as designated by the Governing Board of the COUNTY.

**2.1 Contact Information for Cooperative Agreement Managers.**

**STATE:** Michele Schreifels, Deputy Director [Michele.Schreifels@state.mn.us](mailto:Michele.Schreifels@state.mn.us), CSD, 444 Lafayette, 3S, St. Paul, MN, 55155, 651-431-6406, or successor

COUNTY Cooperative Agreement manager or successor: Name, Phone, E-mail, Address:

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**Julie Herbst** (218) 927-7257 [julie.herbst@co.aitkin.mn.us](mailto:julie.herbst@co.aitkin.mn.us)

Name

Phone

Email

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**204 1st St NW, Aitkin, MN 56431**

Street Address, Office #, City, State, Zip



**3. COUNTY's Duties and Responsibilities. The COUNTY shall:**

**3.1 General Requirements.** Implement and administer the responsibilities specified in this Cooperative Agreement pursuant to the requirements of the IV-D Program. The COUNTY agrees that the functions performed and services provided or purchased by the COUNTY, as specified in this Cooperative Agreement, shall be in accordance with applicable state and federal law, User documentation, STATE and federal Office of Child Support Enforcement (OCSE) published material and correspondence, county messages, state and federally approved corrective action plans, and fiscal audits as applicable. Unless otherwise stated, on-line manuals take precedence over paper manuals.

**3.1.1 Policy Conflict.** If the STATE issues any of the following items that bring existing policy into question, the COUNTY has ninety (90) calendar days from the date of issuance of the policy or court decision (or 90 calendar days from the date a bill becomes law) to make a written objection to the legal risk associated with the new or changed policy, direction, or law:

- new or changed policy;
- new or changed procedures;
- newly published Court decisions; or
- newly published state or federal law.

Once the STATE receives the written objection, the STATE shall meet with the COUNTY and any other relevant stakeholders. The stakeholders shall attempt to resolve the objection informally. The STATE may agree to reimburse the COUNTY for costs arising from adhering to the STATE's policy or direction as described in section 11.2.3 without resorting to the procedural requirements of section 11. Within thirty (30) days of meeting with COUNTY, the STATE will issue a determination.

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

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

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

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

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

Counties, County Attorneys, and County Sheriffs must use the standard Cooperative Arrangement, named as **Attachment A**, to ensure statewide uniformity and meet minimum federal requirements in accordance with 45 C.F.R., section 303.107. Administrative reimbursement is available for services provided under a Cooperative Arrangement for the calendar quarter during which the Parties execute the Cooperative Arrangement and for subsequent calendar quarters that the Cooperative Arrangement is in effect. If no signed Cooperative Arrangement is in place for a calendar quarter, no federal reimbursement is available for that calendar quarter.

Submit copies of the signed Cooperative Arrangements to the Child Support Division by February 28, 2022. The STATE must review the Cooperative Arrangements and notify the COUNTY within twenty (20) business days if the Cooperative Arrangement, on its face, fails to meet the minimum specifications required under S policy.

COUNTY shall provide a signed copy of each Cooperative Arrangement to the Child Support Division no later than March 31, 2022, in order to claim IV-D federal financial participation (FFP) reimbursement for cooperative agency expenses incurred during the first quarter of the calendar year.

If, at any time during the Cooperative Agreement, the COUNTY enters into Cooperative Arrangements with additional cooperating agencies, the COUNTY must immediately send a copy of the new Cooperative Arrangement to the Child Support Division.

The COUNTY may not claim IV-D FFP reimbursement for cooperative agency expenses incurred for any calendar quarter when copies of appropriately signed Cooperative Arrangements are not provided to the Child Support Division by the end of that calendar quarter.

**3.5 Purchase of Services Agreements.** As necessary, enter into agreements to purchase services to the extent that payment for such services does not exceed the amount reasonable and necessary to assure the quality of such services. The COUNTY must fully document in the COUNTY records its determination that the amounts are reasonable and necessary. The COUNTY must require debarment certification from contractors who do or may receive federal funds, pursuant to the requirements of section 12.3 below. STATE supervision of purchase of service agreements is limited to those for which FFP is available under the IV-D regulations.

**3.6 Notification of Appeals.** With the County Attorney, notify the CSD Division Deputy Director within seven (7) business days of any IV-D case that is appealed to the Minnesota Court of Appeals, the Minnesota Supreme Court, or federal court by either one of the child support case participants or the COUNTY. The STATE will review the appeal and consult with the County Attorney and the Office of the Attorney General as necessary.

**3.6.1 Notice of Substantive Adverse Decisions.** The COUNTY shall also report to the CSD Division Deputy Director any child support orders or judgments that call into question the constitutionality or enforceability of child support statutes or program instructions.

**3.7 Internet Access.** Have and maintain access to the Internet for all of the COUNTY caseworkers.

**3.8 Provide Information.** Provide any information requested for state and federal program reviews and audits.

**3.9 Information Technology Security.** Provide for information technology security in accordance with the STATE's policies and procedures.

**3.9.1 COUNTY Security Officer.** Designate an employee as COUNTY Security Officer or Backup COUNTY Officer to be responsible for ensuring compliance with security precautions for state-owned computer equipment, data confidentiality, and user access.

**3.9.2 Security Policies, Procedures and Guidelines.** Adhere to the STATE's policies and procedures as provided in STATE's:

- Data Practices Manual;
- Information Policy Standards;
- Program instructions; and
- Office of Information Security instructions.

**3.10 Cooperation with Other Agencies.** Agree that the COUNTY, in administering the requirements of the IV-D Program, will cooperate with other Minnesota county, tribal, and state-operated economic support agencies, and other Minnesota state agencies to the extent authorized by state and federal law.

**3.11 Providing Resources to Improve Support in Minnesota System (PRISM).** Cooperate with the operation of and to use the Providing Resources to Improve Support in Minnesota System or its successor system (both hereinafter referred to as "PRISM") as agreed upon by the STATE and the COUNTY. The COUNTY and STATE shall work together to ensure the efficient and effective operation of automated systems in support of the programs covered by this Cooperative Agreement. Both Parties acknowledge a joint responsibility to work cooperatively to identify system deficiencies and operational problems. The STATE acknowledges its responsibility to maintain PRISM in maximum functional status for the benefit of all COUNTY and state users. The STATE shall take all necessary actions to assure the uninterrupted availability of PRISM during normal business hours.

**3.11.1 Maintain Automation Equipment.** Maintain and not alter or add to any child support automation equipment that is physically installed by the STATE unless prior approval is given. Any costs incurred by the COUNTY because of STATE approved equipment moves shall be reimbursed per the applicable FFP rate.

**3.11.2 No Alteration of Software.** Agree that neither COUNTY nor other COUNTY staff persons working under the Cooperative Arrangement for the COUNTY will alter

State of Minnesota provided software or add software programs that will adversely affect child support automation in the COUNTY without the permission of the STATE.

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

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

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

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

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

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

**3.15 Reimbursement for Failure to Follow Policy and Instructions.** Be responsible for reimbursement to case participants when the reimbursement is caused by the failure of the COUNTY to follow state and federal laws, Department of Human Services written policy directives, program instructions, or published IV-D directives that are appropriately and timely communicated to the COUNTY by the STATE or in the case of worker error. In the event of a dispute, the COUNTY may follow the procedures under Section 11.

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

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

### **3.18 Confidentiality of Records. Comply with the terms of the Information**

Privacy and Security Agreement (IPSA) that has been separately executed by the Parties (which is incorporated by reference into and made a part of this Cooperative Agreement) and with any successor agreement thereto, and with all applicable federal and state law governing the privacy and security of personally identifiable information about participants and others (PII). PII includes but is not limited to an individual's name, address, federal tax information (FTI), Social Security Number (SSN), and other private data on individuals (as defined in Minnesota Statutes, section 13.02, subdivision 12), whether maintained on PRISM or elsewhere by the COUNTY. The COUNTY shall develop, maintain, and enforce policies, procedures and appropriate administrative, technical, and physical safeguards to ensure PII is adequately protected against improper access, use, and disclosure. The COUNTY shall also ensure that its employees and subcontractors receive training regarding the requirements of applicable laws, including but not limited to the Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes, chapter 13 and the Tax Information Security Guidelines for Federal, State and Local Agencies (26 U.S.C. 6103 and Publication 1075), and that its use of PII by employees is appropriately monitored.

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

**3.18.2 Others Requesting PRISM Information or Access for the Purpose of the Administration of the Child Support Program.** In the event that other individuals or other county programs request information from or access to the PRISM system through the COUNTY, the COUNTY shall recommend and grant access only for the purposes allowed by the federal and state law and regulations governing the operation of the IV-D Program. The COUNTY will submit appropriate signed data sharing agreements or individual confidentiality agreements as defined by the STATE prior to the STATE granting such access. The agreements will address compliance with relevant state and federal privacy and confidentiality laws and regulations specifying that any individual granted access will be responsible for safeguarding the confidentiality of said information and using said information exclusively for the purpose of the IV-D Program. COUNTY and/or COUNTY security staff will have the responsibility to ensure that requested information from or access to PRISM meets the requirement(s) for the purposes of administration of the Child Support Program.

Any request that does not meet that requirement must be denied at the local level. The appropriate COUNTY Security Officer or backup security officer must approve all requests for PRISM access or PRISM information before STATE security staff will process the request. The COUNTY is responsible for ensuring that the third party complies with all data privacy laws and regulations. This provision does not prevent COUNTY from sharing information with case participants, courts, and authorized third parties pursuant to Minnesota Statutes, chapters 256; 257; 518A; 518C; 571; and Minnesota Statutes, section 13.46.

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

**3.18.4 Not a "Business Associate Agreement."** This Agreement does not create a "business associate" relationship nor does it constitute a "business associate agreement" as defined in the Health Insurance Portability and Accountability Act (HIPAA).

**3.19 Federal Parent Locator Service** Agree to comply with Federal and State privacy laws and regulations and the applicable provisions of the U.S. Department of Health and Human Services' Office of the Chief Information Officer (HHS-OCIO) Policy for Information Systems Security and Privacy (IS2P) and the Automated Systems for Child Support Enforcement: A Guide for States (Federal Certification Guide). Agree to the required Federal Parent Locator Service (FPLS) cooperative agreement language for ensuring the confidentiality of FPLS, stated below.

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

The COUNTY shall to comply with and assume responsibility for compliance by its employees, agents, contractors and subcontractors with the following requirements:

- (1) The COUNTY shall submit requests to the FPLS solely to locate a parent for the purpose of establishing paternity, securing child support, or when applicable, to locate a parent in a paternal kidnapping case, establish or enforce a child custody or visitation order, and for other purposes specified in federal law and regulations.
- (2) The COUNTY shall educate all authorized personnel that access FPLS information on the confidentiality and security requirements of FPLS information, the safeguards required to protect FPLS information and child support program information, and the penalties for non-compliance.
- (3) The COUNTY shall restrict access to FPLS to authorized personnel who need the FPLS information to perform their official duties. The COUNTY must maintain a list of employees, agents, contractors and subcontractors with authorized access.
- (4) The COUNTY shall label all reports containing FPLS and to store all material containing FPLS in a locked container when the material is not in use.

- (5) The COUNTY shall immediately report any incident involving unauthorized access to or disclosure of FPLS information to the STATE.

**3.20 IRS Language for General Services.** The COUNTY shall comply with all Internal Revenue Service (IRS) procedures and safeguards (26 U.S.C., sections 6103 and 7213). The COUNTY agrees to the required IRS cooperative agreement language for ensuring the confidentiality of IRS information stated below.

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

**3.20.1 Performance.** In performance of this Cooperative Agreement, the COUNTY shall comply with and assume responsibility for compliance by its employees with the following Internal Revenue Service requirements as well as any other IRS requirements set forth in the Data Sharing Agreement:

- (1) All work is under the supervision of the COUNTY or the COUNTY's responsible employees.
- (2) The COUNTY and the COUNTY's employees with access to or who use FTI must meet the background check requirements defined in current STATE policy and background check requirements defined in IRS Publication 1075 when implemented in the state.
- (3) Any federal tax return or return information provided or made available by the IRS must be used only for carrying out the provisions of this Cooperative Agreement. The COUNTY must treat information contained in material provided by the IRS as confidential and not divulge or make it known in any manner to any person except as may be necessary in the performance of this Cooperative Agreement. Disclosure to anyone other than an officer or employee of the COUNTY is prohibited.
- (4) All federal tax returns and return information provided by the IRS must be accounted for upon receipt, and properly stored before, during, and after processing. In addition, all related output must be given the same level of protection as required for the source material.
- (5) The COUNTY certifies that the IRS data processed during the performance of this Cooperative Agreement will be completely purged from all data storage components of its computer facility at the time the work is completed. If immediate purging of all data storage components is not possible, the COUNTY certifies that it safeguards any IRS data remaining as required by law in an appropriate storage component to prevent unauthorized disclosures and completes logging of said data as required by Publication 1075.
- (6) The COUNTY must give the STATE or its designee any spoilage or any intermediate hard copy printout that may result during the processing of IRS data. When this is not possible, the COUNTY is responsible for the destruction of the spoilage or any intermediate hard copy printouts, and must provide the STATE or

its designee with a written statement containing the date of destruction, description of material destroyed, and the method used.

- (7) All computer systems processing, storing, or transmitting of Federal tax information provided by the IRS must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- (8) The COUNTY shall not subcontract work involving Federal tax information (FTI) furnished under this Cooperative Agreement without prior written notice to the IRS, pursuant to IRS Publication 1075, Sections 7.4.3 and 11.3. Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the STATE's files for review. As part of the certification and, at least annually afterwards, contractors should be advised of the provisions of Internal Revenue Code (IRC) Sections 7431, 7213, and 7213A. The training provided before the initial certification and annually thereafter must also cover the incident response policy, procedure for reporting unauthorized disclosures, and data breaches. For both the initial certification and the annual certification, the contractor should sign, with either ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.
- (9) The COUNTY must maintain a list of employees and subcontractors with authorized access. The COUNTY must provide such list to the STATE and, upon request, to the IRS reviewing office.
- (10) The COUNTY shall immediately report to the STATE any incident involving an actual or suspected unauthorized access, use or disclosure of FTI information, in accordance with the requirements provided in User Documentation.
- (11) The STATE has the right to revoke the County's access to federal tax information, including federal tax information on the statewide child support computer system (PRISM) if the COUNTY fails to provide the safeguards described above.

### **3.20.2 Criminal/Civil Sanctions:**

- (1) Each officer or employee of the COUNTY to whom federal tax returns or return information is or may be disclosed will be notified in writing by the COUNTY that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. The COUNTY shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure.



These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 C.F.R., section 301.6103(n)-1.

- (2) Each officer or employee of the COUNTY to whom federal tax returns or return information is disclosed or may be disclosed shall be notified in writing by the COUNTY that any federal tax return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Cooperative Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Cooperative Agreement. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. The COUNTY shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by Internal Revenue Code sections 7213A and 7431.
- (3) Additionally, it is incumbent upon the COUNTY to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. section 552a. Specifically, 5 U.S.C., section 552a(i)(1), which is made applicable to COUNTY by 5 U.S.C., section 552a(m)(1), provides that any officer or employee of a COUNTY, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established hereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

**3.20.3 Inspection.** The COUNTY will complete a tri-annual COUNTY Inspection Report, administered by the STATE's IV-D program and will remedy any identified issues regarding secure FTI use and storage. The IRS and the STATE, with 24-hour notice, shall have the right to send its officers and employees into the offices of the COUNTY for inspection of the facilities and operations performing any work containing or relating to FTI to determine compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the COUNTY is found to be noncompliant with required safeguards.

**3.21 Bonding.** In accordance with 45 C.F.R., section 302.19, the STATE is required to ensure that every person who has *access to or control over funds* collected under the program is covered by a bond against loss resulting from employee dishonesty. The COUNTY must bond any employee, who, as a regular part of his or her job, receives, disburses, handles, or has access to support collections. Bonding is required due to the ability to access funds in PRISM through financial adjustments.

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

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

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

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

**4.1 General Requirements.** Perform the duties and responsibilities specified in this Cooperative Agreement in accordance with state and federal statutes, federal regulations, and controlling court cases that are in effect during the term of this Cooperative Agreement.

**4.2 CSD Memos/Child Support Bulletins.** Maintain an index, accessible to COUNTY child support staff and County Attorneys, listing all the current COUNTY child support directives and COUNTY child support bulletins released during the Cooperative Agreement year that apply to the IV-D Program.

**4.3 Program Instructions.** Provide notification of new pending program instructions, administrative instructions and IV-D requirements within thirty (30) calendar days of first becoming aware of them.

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

**4.3.1 Program Instruction Change.** If, after notification of new pending program instructions, the COUNTY reasonably believes that the proposed change will have a significant financial impact on the COUNTY, the COUNTY may request from the STATE a thirty (30) calendar day comment period. The request for a comment period shall be made in writing to the Child Support Division Deputy Director within ten (10) calendar days of the notification of pending program instructions and shall be accompanied by a brief written explanation of the anticipated financial impact on the COUNTY and why the COUNTY believes the impact is significant. The comment period shall be granted if (a) written request is timely made and if (b) the change is not the result of

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

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

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

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

**4.4 Monitoring.** Have the discretion to monitor the COUNTY's responsibilities as defined in this Cooperative Agreement, conduct performance reviews, make recommendations concerning the overall administrative efficiency of the program, and require corrective action as applicable.

**4.5 Comprehensive Training.** Provide comprehensive statewide training for COUNTY personnel including, but not limited to, new worker training, training related to new initiatives and PRISM enhancement, and other continuing training related to the IV-D Program. Training programs and curriculum shall be determined in consultation with the County Training Workgroup. Child Support training materials shall be made available to the COUNTY. Provision of classroom training and onsite training is subject to CSD budget limitations.

**4.6 Information to the Public.** Provide the public with information on the Child Support Program per the requirements of 45 C.F.R., section 302.30.

**4.7 Standard Cooperative Agreements.** Use the standard Cooperative Agreements that conform to state and federal laws when contracting with counties.

**4.8 Central Registry.** Provide Central Registry services to counties.

**4.9 PRISM Maintenance.** Ensure ongoing maintenance of PRISM.

**4.10 PRISM Enhancement.** Responsible for the modification and enhancement of the PRISM system in order to meet federal program requirements and ensure that the system operates efficiently and in a manner that supports COUNTY program operations and performance improvements. The STATE shall take all necessary actions to modify the IV-A to IV-D (MAXIS/PRISM) computer interfaces, implement purging and archiving and fully utilize all funds authorized by the legislature for the modification and enhancement of PRISM.

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

## **5. Procurement.**

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

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

## **6. Allocations.**

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

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

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

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

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

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

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

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

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

For all claims submitted timely, the STATE will issue the reimbursement payment by Electronic Fund Transfer. Said reimbursements are subject to reduction and/or recovery as provided in this Cooperative Agreement. Late expenditure reports will be processed in the following quarterly payment cycle.

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

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

One-fourth (25%) of the annual Child Support amount from the cost allocation plan will be the eligible county-wide indirect expense amount to be reimbursed each quarter. The reimbursement payment for each quarter will consist of the current quarter's federal financial participation (FFP) amount plus/minus any adjustments for prior quarters.

**8.2 Adjusted Reimbursement Claims.** The COUNTY may submit adjustments to prior quarter DHS-2550 expenditure reports up to one year from the original quarter ending date. Child Support reimbursements resulting from expenditure adjustments for prior quarters will be paid as part of the normal quarterly payment process.

**8.3 Non-Compliance.** The STATE may withhold or withdraw funds from the COUNTY when it is in non-compliance with this Cooperative Agreement or IV-D Program Requirements subject to the terms of this Cooperative Agreement. The STATE may withhold or withdraw funds if the STATE determines that the activities performed by the COUNTY do not meet state or federal statutes and requirements, following an opportunity for corrective actions as described in Section 8.3.1 (Compliance Review).

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

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

**8.3.1 Compliance Review.** The STATE will notify the COUNTY of items that require corrective action and the need for the COUNTY to develop and submit a Corrective Action Plan. The COUNTY must submit its response within ten (10) calendar days of the date of the notice under this section, unless the STATE approves an extension.

A failure by the COUNTY to implement fully a STATE approved Corrective Action Plan shall result in a payment reduction to be determined by the STATE.

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

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

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

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

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

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

**9.2 Records Maintenance.** The COUNTY shall maintain such case files, fiscal records, financial statements, and necessary evidences of accounting procedures and

practices sufficient to document the funding received and disbursements made under this Cooperative Agreement.

The COUNTY shall maintain such records, reports, evaluations, or other documents that the STATE specifies are needed for monitoring and auditing. Maintenance of such records, irrespective of the reporting requirements, is subject to manual provisions allowing destruction of records. The COUNTY shall furnish such reports and documents to the STATE in the format and according to the schedules, as the STATE requires. These reports must comply with STATE reporting instructions. The STATE shall evaluate and monitor compliance with reporting instructions.

- 9.3 Records Availability.** All records maintained by the COUNTY pursuant to this Cooperative Agreement shall be available to the STATE on request and with adequate notice for inspection, examination, or audit. Except when the STATE determines that unusual or exigent circumstances exist, the STATE will give the COUNTY at least five (5) business days written notice, unless the COUNTY consents to a shorter timeframe. The STATE shall monitor its request for reports and evaluations to eliminate present and prevent future duplicate requests being sent to the COUNTY.
- 9.4 Federal or State Authority to Review Documents.** Notwithstanding the above, nothing in this Cooperative Agreement shall be construed to limit, modify or extinguish any federal or state legal authority to inspect, audit or have access to any records, financial statements or other reports maintained by the COUNTY or to modify or limit the COUNTY's legal obligation to maintain any record or report required by state or federal statutes, rules or regulations.
- 9.5 Records Security and Access.** Access to and confidentiality of all records and reports shall be maintained in compliance with the applicable federal and state laws, including Minnesota Statutes, chapter 13. Each party is responsible for compliance with state and federal data privacy laws and agreements.

## **10. Annual Audit.**

- 10.1 Compliance with Single Audit Act.** All sub-recipients receiving \$500,000 or more of federal assistance in a fiscal year will obtain a financial and compliance audit made in accordance with the Single Audit Act, Office of Budget and Management (OMB) Circular A-133. The COUNTY certifies it will comply with the Single Audit Act, OMB Circular A-133, if applicable. Failure to comply with these requirements could result in forfeiture of federal funds.
- 10.2 State Audits.** Under Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the COUNTY and its employees, agents, or subcontractors relevant to this contract will be made available and subject to examination by the STATE, including the contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum of six years from the end of this contract.
- 10.3 Audit Disallowance.**

**10.3.1 The COUNTY's Liability.** The COUNTY shall be liable for the entire amount of the audit adjustment attributed directly to the COUNTY. If the STATE receives a



federal audit adjustment based on a statewide random sample, the actual amount of a disallowance against the COUNTY shall be determined pursuant to Minnesota Statutes, section 256.01, subdivision 2(r).

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

#### **10.4 Audit Adjustments**

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

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

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

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

**11.1 Review Process.** The COUNTY's method of resolving any dispute or controversy arising out of or relating to this Cooperative Agreement shall be the complaint process provided in this subsection. The COUNTY may address a written complaint to the

CSD Division Deputy Director at the Minnesota Department of Human Services at the following address: CSD Division Deputy Director, 444 Lafayette Road North, St. Paul, MN 55155. The CSD Division Deputy Director shall respond in writing within ten (10) business days. Time periods may be extended by written agreement of the STATE and the COUNTY. If the COUNTY is not satisfied with the response, the COUNTY may request a review of the decision using the process in Section 11.2.

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

**11.2.1 Notice of Demand for Appeal.** Notice of a request for an administrative appeal, along with the written appeal and all supporting documentation must be submitted to the Administrative Law Attorney (ALA) at the DHS Office of General Counsel, 444 Lafayette Road, St. Paul, MN. 55164 within thirty (30) calendar days of the response from the CSD Division Deputy Director pursuant to Section 11.1.

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

**11.2.3 Policy Disputes; Limited Reimbursement Guarantee.** If the ALA finds the following conditions exist:

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

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

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

## 12. General Provisions.

**12.1 Lobbying Certification.** In conformance with federal law, the authorized COUNTY representative must review and sign either the Certificate Regarding Lobbying form (**Attachment B**) or the Disclosure of Lobbying Activities (**Attachment C**) included in this document.

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

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

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

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

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

Approved Certifications regarding disbarment are **Attachment D**.

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

Unless otherwise directed by Ramsey County District Court Chief Judge order, the DHS weapons provision does not apply to county attorneys and assistant county attorneys who are permitted to carry firearms in accordance with Minnesota Statutes, section 388.051, subdivision 4 which states: *"Firearms exemption. Notwithstanding section 626.84, subdivision 2, a county attorney, or an assistant county attorney appointed under section 388.10, who lawfully possesses a permit to carry a pistol*

*issued in accordance with section 624.714 may possess and carry a firearm while on duty, unless restricted by the county attorney."*

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

#### **12.4 Provisions of Services and Programs.**

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

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

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

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

**12.6 Liability.** To the extent provided for in Minnesota Statutes, sections 466.01 to 466.15, the COUNTY shall be responsible for any and all claims or causes of action arising from the performance of this Cooperative Agreement by the COUNTY or COUNTY agents and/or employees. This clause shall not be construed to bar any legal remedies the COUNTY may have for the STATE'S failure to fulfill its obligations pursuant to this Cooperative Agreement. The STATE's liability, if any, shall be governed by Minnesota Statutes, section 3.736.

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

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

**12.9 Governing Law, Jurisdiction and Venue.** Minnesota law, without regard to its choice of law provisions, governs this Cooperative Agreement, attachments, and

amendments and supplements thereto. Venue for all legal proceedings arising out of this contract, or breach thereof, will be in the state or federal court, without STATE waiving its sovereign immunity, with competent jurisdiction in Ramsey County, Minnesota.

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

**12.11 Assignment, Amendments, Waiver, and Cooperative Agreement Complete.**

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

**12.11.2 Amendments.** Any amendment to this Cooperative Agreement must be in writing and will not be effective until it has been executed and approved by the same Parties who executed and approved the original Cooperative Agreement, or their successors in office.

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

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

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

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**ATTACHMENT B**

**CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

By \_\_\_\_\_  
(Signature of Official Authorized to Sign Application)

\_\_\_\_\_ J. Mark Wedel \_\_\_\_\_  
Print Name

\_\_\_\_\_ Board Chair \_\_\_\_\_  
Title

For: \_\_\_\_\_ Aitkin \_\_\_\_\_  
Name of Provider County

\_\_\_\_\_ Child Support \_\_\_\_\_  
Title of County Program





**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET**

0348-0046  
(cont.)

**Reporting Entity:**

**Page**

**of**

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

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

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

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

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

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

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

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 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 proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 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 proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**ATTACHMENT A**

**CY 2022-2023 IV-D CHILD SUPPORT COOPERATIVE ARRANGEMENT**

**WITH**

**Aitkin County OFFICES OF HUMAN SERVICES,  
COUNTY SHERIFF and COUNTY ATTORNEY**

The **Aitkin County** Office of Human Services (hereinafter "COUNTY") and its designated Child Support Office (hereinafter referred to as "County IV-D Agency or IV-D Agency") and the **Aitkin County** Attorney (hereinafter, "County Attorney"), and the **Aitkin County** Sheriff (hereinafter "County Sheriff") hereby enter into the following Cooperative Arrangement.

**RECITALS**

Whereas, the COUNTY and its County IV-D Agency, according to Minnesota Statutes, section 393.07, subdivisions 2 and 3 and through their Cooperative Agreement with the Minnesota Department of Human Services, are responsible for operation of child support services;

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

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

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

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

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

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

**I. GENERAL TERMS**

- A. **Duration of Arrangement.** It is agreed that this Cooperative Arrangement will commence on **January 1, 2022**, and will expire on **December 31, 2023**. The Cooperative Arrangement may be terminated earlier upon sixty (60) days written notice to all other parties. This Cooperative Arrangement shall be renewed upon written agreement of all parties.
- B. **Effective date for payment of federal funds.** The effective date of this Cooperative Arrangement for the payment of federal funds is the first date of the quarter in which the COUNTY, County Attorney, and County Sheriff obtain all required signatures.
- C. **Purpose.** The purpose of the child support program is to establish paternity and secure financial support for minor children who are living apart from one or both parents as more fully set forth in Title IV-D of the Social Security Act. In order to meet this purpose, this Cooperative Arrangement establishes procedures for the provision of services to the child support program by the County Attorney, and the County Sheriff.
- D. **Parties.** "Parties" means the COUNTY and the Cooperating Agencies. "Cooperative Agency" is defined in the Cooperative Agreement.
- E. **STATE.** "STATE" means the Minnesota Department of Human Services, Child Support Division.
- F. **DHS.** "DHS" means the Minnesota Department of Human Services.
- G. **CSD.** "CSD" means the STATE's Child Support Division.
- H. **Duties.** The specific duties of each Party are set forth more fully below. This Cooperative Arrangement also provides for reimbursing administrative costs in accordance with federal regulations and state policy.
- I. **Amendments.** Any amendment to this Cooperative Arrangement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Cooperative Arrangement, or their successors in office. Any amendment of this Cooperative Arrangement must be sent to the DHS' Deputy Director of the Child Support Division.
- J. **Records.** The parties will maintain all records, including financial records, related to all services provided under this Cooperative Arrangement for the longer of six (6) years following the end date of this agreement or as otherwise provided by law. Record maintenance will be in accordance with all federal, state, and local records retention policies, reporting and safeguarding requirements. Records related to services provided under this Cooperative Arrangement will be made available and subject to state and federal review and audit.  
Pursuant to 45 C.F.R., section 303.2(c) staff with PRISM update access shall appropriately document case activity. For staff that do not have PRISM update access, the responsible party shall ensure that IV-D case activity is recorded by the appropriate staff. Said documentation shall include the date of action, a description of services rendered, and the result of the action.

All IV-D related contacts, actions and other appropriate IV-D case activity must be recorded as case events in PRISM by the COUNTY. "PRISM" is defined in the Cooperative Agreement.

Case records that are held or maintained by the COUNTY must be maintained pursuant to the requirements under 45 C.F.R., section 303.2(c) and referenced by a note in PRISM. The note must identify the nature of the records and the specific location of the records.

- K. **Applicable Laws and Policies.** All Parties will comply with Title IV-D of the Social Security Act and all applicable federal laws, regulations, action transmittals, and other directives, instructions, and requirements of the United States Department of Health and Human Services, Office of Child Support Enforcement, including but not limited to, applicable federal and state information privacy laws. All parties will comply with other applicable state statutes governing the child support program; state child support procedures; and applicable Minnesota laws and statutes.

1. Policy Dispute

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

a. CARC Review

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

b. Procedure

The County Attorney shall bring its disagreement with the STATE's interpretation to the CARC. The CARC shall decide whether to submit the dispute to the CSD Division Deputy Director. If a dispute is submitted to the STATE, it must clearly state the following information in writing: The disputed policy; exactly what part of the policy is disputed; the legal and/or policy reasons for the difference in interpretation; and a proposed solution to the differences in interpretation. The CSD Division Deputy Director and the CARC shall attempt to resolve the disagreement in an informal manner. If the CARC and the CSD Division Deputy Director are unable to reach an informal resolution of the policy dispute, the CARC may request the CSD Division Deputy Director to issue a written decision. The CSD Division Deputy Director shall issue a written decision as soon as practicable. If the CARC disagrees with the written decision, the CARC may seek mediation of the policy dispute through the Minnesota Office of Administrative Hearings (OAH). The County Attorney's office initiating the policy dispute shall be responsible for the payment of mediation fees. The decision of OAH is binding upon the COUNTY and the STATE unless an appeal is filed with the district court within thirty (30) calendar days of the OAH decision.

- L. **Monitoring and Corrective Action.** The COUNTY's performance, as set forth in this Cooperative Arrangement, may be monitored by the STATE as needed to ensure effective implementation of its terms and to identify problems that affect the delivery of services covered by the Cooperative Arrangement. The STATE may direct the COUNTY to develop corrective action plans as necessary to avoid fiscal sanctions, which may result if the COUNTY does not meet its obligation under this Cooperative Arrangement. The COUNTY must notify the STATE of conditions that have caused or may hinder its ability to meet its obligations under this Cooperative Arrangement. The COUNTY will develop corrective action plans and comply with them. The Cooperating Agencies agree to comply with any state or federally approved corrective action plans.
- M. **FFP Reimbursement for Child Support Activities.** The COUNTY agrees to comply with the provisions of 45 C.F.R., section 304.21, federal financial participation (FFP), in the costs of Cooperative Arrangements, as a condition for FFP. The COUNTY may be reimbursed for administrative expenses incurred as a result of the activities performed under this Cooperative Arrangement. Said reimbursement shall not exceed the percentage set by federal regulations or state statutes, and it may change during a given calendar year.

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

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

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

## II. Information Privacy

The requirements contained in the *Information Privacy and Security Agreement (IPSA)* that has been separately executed by COUNTY and DHS, and any successor agreement thereto, are hereby incorporated by reference into and made part of this Cooperative Arrangement. The Parties to this Cooperative Arrangement agree that the IPSA governs the Parties' access, use, disclosure of, and responsibilities for protected information (as defined in the IPSA) administration of the Parties' administration of relating to the Title IV-D of the Social Security Act.

Additionally, the Parties agree to comply with the following provisions:

- A. **Confidentiality.** The information exchanged under this Cooperative Arrangement shall not be disclosed to individuals or agencies other than as provided in 45 C.F.R. sections 202.50 and 303.21, and as provided by the laws of the State of Minnesota. Information exchanged under this Cooperative Arrangement will only be used to promote or support the administration of programs authorized to share information under Title IV-D of the Social Security Act.



- B. **Data Privacy.** For purposes of executing its responsibilities and to the extent set forth in this Cooperative Arrangement, all of the Parties to this Cooperative Arrangement shall be part of the "welfare system," as defined in Minnesota Statutes, section 13.46, subdivision 1. To the extent permissible by law, each Party's employees and agents will have access to private or confidential data maintained by the other Parties to the extent necessary to carry out COUNTY's responsibilities under this Cooperative Arrangement.
- C. **Duty to ensure proper handling of protected information.** The COUNTY shall be responsible for training its employees (and employees of (a) the County Human Services Agency, (b) the County Attorney's Office, and (c) the County Sheriff's Department) who are authorized to access and use protected information collected under the terms and for the purposes specified in this Cooperative Arrangement. This responsibility includes ensuring that staff are properly trained and comply with the following:
1. The Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes Chapter 13, in particular, section 13.46 (welfare data);
  2. Security and Confidentiality of Department of Public Safety Driver and Vehicle Service (DVS) data;
  3. Internal Revenue Service (IRS) procedures and safeguards for the confidentiality and security of IRS sourced data under 26 United States Code, sections 6103 and 7213, and the penalties for misuse of IRS sourced data, under 26 United States Code, sections 7213 and 7431, and 26 Code of Federal Regulations, section 301.6103(n)-1,
  4. Federal Parent Locator Service and Child Support Program information privacy and safeguards, including information derived from the National Directory of New Hires, the Debtor File, and the Federal Case Registry, and the Federal Privacy Act; and
  5. Any other applicable state and federal statutes, rules, regulations, and agreements affecting the collection, storage, use and dissemination of private or confidential information.
- D. **Minimum necessary access to protected information.** The Parties shall comply with the "minimum necessary" access and disclosure standards set forth in the MGDPA. The accessing, use, and disclosure of protected information is limited to "that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government." Minnesota Statutes, §13.05, subd. 3.
- E. **Each party shall.**
1. Maintain appropriate safeguards to prevent inappropriate access, use, or disclosure of protected information by its employees other than as provided for by this Cooperative Arrangement or as otherwise required by law;
  2. Immediately report any inappropriate access, use, disclosure, or unauthorized access to protected information not authorized by this Cooperative Arrangement of which it becomes aware;
  3. Ensure that any agents (including subcontractors), analysts, and others to whom

it provides private or confidential data, agree to be bound by the same restrictions, conditions, and training that apply to it with respect to such information;

4. At termination of this Cooperative Arrangement, extend the protections of this Cooperative Arrangement to protected information collected during the course of this Cooperative Arrangement.

**F. *Family Violence Indicator.***

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

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

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

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

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

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

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

**III. PROVISION OF LEGAL SERVICES**

**A. *Duties of the COUNTY.*** The COUNTY shall:

1. Refer appropriate cases to the County Attorney as provided for in federal regulations, state law, and policy.

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

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

1. Take appropriate legal action, including making court appearances, to carry out the IV-D Program. The County Attorney agrees that the functions performed and services provided shall be performed in accordance with Title IV-D of the Social Security Act and all applicable federal laws, regulations, action transmittals, and other directives, instructions, and requirements of the United States Department of Health and Human Services, Office of Child Support Enforcement, including but not limited to, applicable federal and state information privacy laws. All Parties will comply with other applicable state statutes governing the child support program; state child support procedures; and applicable Minnesota statutes. The County Attorney agrees that disagreements over policy and procedure shall be handled through the CARC via section I, paragraph H of this arrangement or through the procedures in sections 3.1.1 of the Cooperative Agreement between the STATE and the COUNTY.
2. Review evidence and determine the adequacy of the evidence for court action.
3. Act on behalf of another COUNTY or Tribal IV-D Program or County Human Services Department upon their mutual agreement or as provided by state law or policy.
4. Counsel and advise the COUNTY with regard to issues of law and procedure and act as legal advisor for the COUNTY pursuant to Minnesota Statutes, chapter 388. The County Attorney will refrain from acting as counsel for or providing legal advice to applicants or recipients of IV-D services.
5. Inform the COUNTY of statutory and case law changes that may affect the COUNTY in any of its child support enforcement functions.

6. With the COUNTY, notify the CSD Division Deputy Director within seven (7) calendar days of any IV-D case that is appealed to the Minnesota Court of Appeals, the Minnesota Supreme Court, or federal court by either one of the case parties or the COUNTY. The STATE will review the appeal and consult with the County Attorney and the Office of the Attorney General as necessary.
7. In coordination with the COUNTY, report to the CSD Division Deputy Director within seven (7) calendar days of becoming aware of any child support judgments that call into question the constitutionality or enforceability of child support statutes or program instructions.
8. Retain records and make reports to the COUNTY, DHS, the court and law enforcement agencies as required by federal regulations and state policies for the effective and efficient administration of the IV-D Program.
9. Fully cooperate with the COUNTY and DHS with respect to the monitoring and evaluating activities pertaining to this Cooperative Arrangement.
10. Dedicate the necessary staff and equipment necessary to meet the performance standards set forth below.
11. Determine whether handling any particular case would constitute a conflict of interest or otherwise be professionally improper. If so, the County Attorney may select another attorney to handle the case at the same compensation rate as provided in this Cooperative Arrangement. The County Attorney shall require and ensure that the other attorney complies with the terms and conditions of this agreement.
12. Sign off, along with the COUNTY, on any corrective action plans developed as a result of deficiencies noted during a county review.
13. Prepare pleadings, including summons, petitions, orders to show cause, motions, and other necessary legal documents. Utilize relevant PRISM documents as consistent with eFiling and eService requirements. Draft interim orders. Prepare court orders, temporary orders, and judgments as necessary.
14. Cooperate with county, tribal, and state-operated economic support agencies, and all other agencies managing or operating federal or state programs, in administering the requirements of the IV-D Program.
15. Attend, if available, relevant training sessions provided by the COUNTY or the STATE.
16. Meet with the COUNTY Child Support Deputy Director as requested regarding policy and procedural issues.

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

1. In recognition of the Family Support Act of 1988, Public Law 100-485, and the requirements of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Public Law 104-193, the COUNTY and County Attorney will collaborate to meet the federally determined time limits for services as set forth by federal law and in accordance with Minnesota law, regulations, and policy. The federal time limits (including, but not limited to, those found at 45 C.F.R., sections 303.2 through 303.11; 303.30 through 303.31; 303.72; 303.100 through 303.102;

305.20; 42 U.S.C., sections 453A and 466(a)(10)) will be the primary standard against which performance under this Cooperative Arrangement will be measured.

2. Promptly notify the COUNTY of any actions that the COUNTY must take in order for the County Attorney to meet these performance standards.
3. Communicate with the COUNTY concerning child support cases prior to hearings;
4. Communicate, to the extent practicable, with opposing counsel prior to hearings;
5. Reserve, to the extent that it is within the County Attorney's control, the necessary time and resources necessary to effectuate the timely resolution of child support legal issues;
6. Meet all timeframes for taking legal actions and establishing and enforcing orders as set forth in the federal regulations and state policies, recognizing exigent circumstance.
7. Cooperate with the COUNTY to meet federal timeframes for IV-D Program services:
  - i. Within ninety (90) calendar days of locating the alleged father or noncustodial parent, establish paternity and establish an order for support or complete service of process necessary to commence proceedings.
  - ii. For cases in which service of process is necessary, establish paternity and establish an order for support:
    - Within six (6) months in 75% of the cases, and
    - Within twelve (12) months in 90% of the cases.
  - iii. From the date of service of process:
    - Within one hundred eighty (180) calendar days of receiving a request for review or locating the non-requesting parent, review and adjust the order or determine that the order should not be adjusted.
8. Comply with the Civil Rights Compliance standards for agencies that deliver services under Cooperative Arrangement with or sub-contracts/Cooperative Agreements with DHS.

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

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

1. **County Attorney Time:** The County Attorney must track and account for attorney time expended on IV-D cases. If the IV-D program dedicates staff at 100% to eligible IV-D activities under Federal Regulations, the County Attorney may seek reimbursement for 100% of eligible staff time. For attorneys and staff that work on

eligible IV-D cases less than 100% of the time, the attorney and staff time may be accounted for in one of two ways:

- i. *Hourly Cost Method.* The County Attorney may track County Attorney and support staff time on an hourly basis; OR
  - ii. *Time Study/Salary Method.* The County Attorney may use a periodic time study to determine the proportion of time the County Attorney staff spends on IV-D Program activity versus all other activity. The office must regularly complete time studies. The study will be completed as follows:
    - a. All County Attorney staff providing IV-D Program services will complete a week-long time study each month. The study will record time spent on IV-D Program activity.
    - b. The results of each study will determine that percentage of time spent per staff person for IV-D Program services in relation to that person's total hours worked per month.
    - c. Reimbursement will be determined by applying the percentage of time determined to have been used for IV-D Program activity for an individual staff member to that individual's direct salary and benefits costs.
2. **County Attorney Costs:** The County Attorney must track and account for costs expended on IV-D cases. Direct costs must be accounted and claimed. Indirect costs may be claimed in accordance with Federal Regulations, 22 C.F.R., section 225, and OMB circular A-87, but the County Attorney, in cooperation with the COUNTY, must ensure that indirect costs are not double counted (i.e. claimed by both the COUNTY and County Attorney).

Reimbursement Estimate to the County Attorney:

The amount budgeted for eligible IV-D cases services provided by the County Attorney to the COUNTY in the budget year preceding this contract was  
\$ 28,000

*Note: Estimated County Attorney costs may be calculated using the prior budgeted amount identified above, increased by a cost of living adjustment of 3% per year.*

The total estimated County Attorney costs for each of the applicable COUNTY budget years of this contract are as follows:

**2022:** total estimated cost of \$ 28,840  
**2023:** total estimated cost of \$ 28,840

If the estimated County Attorney costs in either of the contract years stated above are expected to exceed the budgeted amount in the preceding COUNTY budget year by more than 3%, please provide a brief explanation below.

NA

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

**E. Reimbursement Terms to the County Attorney.**

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

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

**A. Duties of the COUNTY.** The COUNTY shall:

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

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

1. Process Service:
  - a. Upon request, provide services to the COUNTY by performing service of process in Title IV-D cases, including, but not limited to, the service of summons, complaints, orders to show cause, motions, court orders, subpoenas, warrants, and writs of attachment.
  - b. Make diligent attempts to serve legal papers on IV-D participants believed to be residing in the county.
  - c. Document all service of process and attempted service of process by providing a proof of (attempted) service in the form of a server's affidavit or certificate of service. The affidavit or certificate must state the date, time and place of service, whether the respondent was personally served. For serving a summons, the server must also endorse the summons and indicate thereon the time and date, the place and manner of service, and upon whom service was made.
2. Execution of Warrants
  - a. Check the records for outstanding child support warrants, whenever civil papers are served on any person or an arrest is made for any reason.

- b. With due diligence, execute bench warrants, and orders for arrest or commitment in IV-D cases. If there are questions about the validity of said orders or the identity of the party, contact the COUNTY immediately.
  - c. Return all withdrawn IV-D warrants to the COUNTY.
3. Locate Services: Respond to COUNTY requests for location information by accessing available resources, such as the Minnesota Bureau of Criminal Apprehension, Crime Information Bureau and out- of-county and out-of-state law enforcement agents.
4. Security Services
- a. To provide a bailiff to be present at IV-D hearings as requested by the COUNTY, the County Attorney, or as ordered or directed by the court.
  - b. Upon request, provide special security service to the COUNTY and to the courts.
  - c. Escort respondents who are in custody to hearings scheduled by the COUNTY and arrange for transportation of persons arrested in other counties.
5. Other Services
- a. Provide daily jail and Huber (work release) rosters, and upon request, provide information to COUNTY about inmates' dates of incarceration, employment status, address information and any other relevant information.
  - b. Upon request, meet with the COUNTY Child Support Deputy Director regarding policy and procedural issues.
  - c. Ensure equal opportunity and equal access in service delivery. This includes the use of interpreters or procedures for acquiring translation and interpretation services when needed and the provision of reasonable accommodations or aids for people with disabilities.

**C. County Sheriff's Department Standards of Performance.**

1. Process Service
- a. Execute due diligence by making at least three attempts to serve the respondent at each possible location furnished by the COUNTY. The County Sheriff may make fewer than three service attempts at a particular location, if, after attempting service, it is determined that further attempts at that particular location would be futile.
  - b. Effectuate service of process to meet due process requirements as set forth under Minnesota statutes
2. Execution of Warrants
- a. With due diligence, execute bench warrants and arrest/commitment orders in IV-D cases.
  - b. If there are questions about the validity of any warrant or the identity of the party, contact the COUNTY within ten (10) days.



- c. Return all withdrawn IV-D warrants to the COUNTY within ten (10) days of withdrawal.

3. Locate Services

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

4. Security Services

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

5. Other Services

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

**D. Reimbursement to the County Sheriff.**

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

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

Reimbursement Estimate to the County Sheriff:

The amount budgeted for eligible IV-D cases services provided by the County Sheriff to the COUNTY in the budget year preceding this contract was

\$ 1,500 .

The total estimated County Sheriff costs for each of the applicable COUNTY budget years of this contract are as follows:

*Note: Estimated County Sheriff costs may be calculated using the prior budgeted amount identified above, increased by a cost of living adjustment of 3% per year.*

**2022:** total estimated cost of                     \$ 1,500                    

**2023:** total estimated cost of                     \$ 1,500                    

If the estimated County Sheriff costs in either of the contract years stated above are expected to exceed the budgeted amount in the preceding COUNTY budget year by more than 3%, please provide a brief explanation below.

**NA**

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

**E. Reimbursement Terms to the County Sheriff.**

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

**V. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

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

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

Instructions for Certification:

1. By signing and submitting this Cooperative Arrangement, the prospective lower

tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549 (Debarment and Suspension). You may contact the person to which this Cooperative Arrangement is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 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 proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under title 48 of the 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 five of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under Title 48 of the C.F.R., part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**SIGNATURE PAGE FOLLOWS**

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

**Parties:**

**Aitkin County**

\_\_\_\_\_  
COUNTY NAME

NOTE: Date Stamp is included  
in Electronic Signature.

\_\_\_\_\_  
SIGNATURE of Person Authorized to Execute  
Arrangement on Behalf of County

**Cynthia Bennett**

\_\_\_\_\_  
Printed Name

**Health and Human Services Director**

\_\_\_\_\_  
Title

\_\_\_\_\_  
County Attorney Signature  
(REQUIRED ON ALL ARRANGEMENTS)

**James Ratz**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
County Sheriff Signature  
(REQUIRED ON ALL ARRANGEMENTS)

**Dan Guida**

\_\_\_\_\_  
Printed Name

**Approved By:**

\_\_\_\_\_  
SIGNATURE of Director, Minnesota Child Support  
Division, and Deputy Assistant Commissioner,  
Children and Family Services, Minnesota  
Department of Human Services

**Shaneen D. Moore**

\_\_\_\_\_  
Printed Name



# AITKIN COUNTY HEALTH & HUMAN SERVICES

204 First Street NW  
Aitkin, MN 56431

Phone: 800-328-3744/218-927-7200  
Fax: 218-927-7210

## Advisory Committee Application Form

NAME: Dawn (First) M (MI) Houser (Last)

Address: 110 2nd Street NW  
Aitkin, MN 56431

Home Phone: 218-640-5175  
Business Phone: 218-927-3242  
Cell Phone: 218-640-5175

Employer: Aitkin United Methodist Church  
Email Address: pastordawnhouser@gmail.com

Occupation: Clergy

1. Please state your reason for applying:

I have served on the Advisory Board for the past two years. The information I have received has been valuable in my daily work. I support the work of HHS and would like to continue to support this work in our community.

2. What has been your past involvement with Public Health Services, Social Services, Financial Services, and other civic and community activities?

I have served on the HHS Advisory Board for the past two years. Currently I am an Aitkin School Board member and do a huge amount of work in the community.

3. Are you able to attend meetings during the day?  
Currently meetings are held at 3:00pm on the first Thursday of each month. Yes  No

4. Are you able to attend at least 10 meetings per year? Yes  No

5. Would you be willing to serve a one-year or a two-year term? 1yr  2yr

Signature of Applicant: Dawn Houser Date: 11-18-21

PLEASE COMPLETE AND SUBMIT THIS APPLICATION TO:

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

or email to [paula.arimborgo@co.aitkin.mn.us](mailto:paula.arimborgo@co.aitkin.mn.us)  
Questions? Call: 218-927-7203 or 1-800-328-3744

"This institution is an equal opportunity provider."

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

NAME OF AGENCY OR COMMITTEE YOU WISH TO SERVE ON:

Aitkin County Health & Human Services Advisory Committee

NAME OF APPLICANT: Rev. Dawn Houser

STREET ADDRESS OF APPLICANT:

110 2nd Street NW

Aitkin, MN 56431

PHONE NUMBERS:

DAYS (218) 640-5175

EVENINGS (218) 640-5175

AITKIN COUNTY COMMISSIONER DISTRICT \_\_\_\_\_

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

I have been serving on the HHS Advisory Board for the past two years. This has been a difficult time and I have appreciated having access to all the information needed to continue the work that I do in the community. I fully support the work of HHS in the County of Aitkin.

As a clergy person working in the community I work with many different people from the community. I have a unique perspective and life experience that lends itself to the work of HHS. With my skill set and experience it is my desire to continue to be a part of this advisory board.

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

Dawn Houser  
Signature of Applicant

11/18/2021

Date

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

Is this application submitted by appointing authority? Yes  No

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

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

For Office Use Only

Date Appointed: \_\_\_\_\_

Date of Term Expiration: \_\_\_\_\_

Term #: \_\_\_\_\_



## AITKIN COUNTY HEALTH & HUMAN SERVICES

204 First Street NW  
Aitkin, MN 56431

Phone: 800-328-3744/218-927-7200  
Fax: 218-927-7210

### Advisory Committee Application Form

NAME: Luke (First) G (MI) Christensen (Last)

Address: 204 3rd St NE Home Phone: 218-839-4826  
Aitkin, MN 56431 Business Phone: 218-735-6123  
Cell Phone: 218-839-4826

Employer: AEOA Occupation: Career Counselor  
Email Address: luke.christensen@aeoa.org

1. Please state your reason for applying:

Re-Applying to committee. The committee is relevant to my occupation and the families that AEOA serves.

2. What has been your past involvement with Public Health Services, Social Services, Financial Services, and other civic and community activities?

Work closely with Aitkin County Health and Human Services in the administration of SNAP, MFIP, and DWP programs.

3. Are you able to attend meetings during the day? Yes  No   
Currently meetings are held at 3:00pm on the first Thursday of each month.

4. Are you able to attend at least 10 meetings per year? Yes  No

5. Would you be willing to serve a one-year or a two-year term? 1yr  2yr

Signature of Applicant: [Signature] Date: 11-2-21

PLEASE COMPLETE AND SUBMIT THIS APPLICATION TO:

Aitkin County Health & Human Services Attention:  
Paula Arimborgo  
204 1<sup>st</sup> Street NW  
Aitkin, MN 56431

or email to [paula.arimborgo@co.aitkin.mn.us](mailto:paula.arimborgo@co.aitkin.mn.us)  
Questions? Call: 218-927-7203 or 1-800-328-3744



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

NAME OF AGENCY OR COMMITTEE YOU WISH TO SERVE ON:

Aitkin County Health & Human Services Advisory Committee

NAME OF APPLICANT: Luke Christensen

STREET ADDRESS OF APPLICANT:

204 3rd ST NE

Aitkin, MN 56431

PHONE NUMBERS:

DAYS

218-839-4826

EVENINGS

218-839-4826

AITKIN COUNTY COMMISSIONER DISTRICT \_\_\_\_\_

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

I satisfy all legally prescribed qualifications to serve on the Aitkin County Health and Human Services Advisory Committee. I have over 10 years of experience as a case worker for the DWP, SNAP, and MFIP programs in Aitkin County through the Northeast Minnesota Office of Job Training and the Arrowhead Economic Opportunity Agency.

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

  
Signature of Applicant

11-2-21  
Date

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

Is this application submitted by appointing authority? Yes  No

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

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

For Office Use Only

Date Appointed: \_\_\_\_\_

Date of Term Expiration: \_\_\_\_\_

Term #: \_\_\_\_\_

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

NAME OF AGENCY OR COMMITTEE YOU WISH TO SERVE ON:

Aitkin County Health & Human Services Advisory Committee

NAME OF APPLICANT: MICHELLE Brodhead (Mikki)

STREET ADDRESS OF APPLICANT:

31623 210th Place

Aitkin, MN 56431

PHONE NUMBERS:

DAYS 218-429-2652

EVENINGS SAME

AITKIN COUNTY COMMISSIONER DISTRICT 3

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

Lee Township Chairman  
Aitkin Women of Today Member  
Past President of McGregor Chamber of Commerce 3 yrs

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

Michelle Brodhead  
Signature of Applicant

12-7-2021  
Date

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

Is this application submitted by appointing authority? Yes  No

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

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

For Office Use Only

Date Appointed: \_\_\_\_\_

Date of Term Expiration: \_\_\_\_\_

Term #: \_\_\_\_\_



# AITKIN COUNTY HEALTH & HUMAN SERVICES

204 First Street NW  
Aitkin, MN 56431

Phone: 800-328-3744/218-927-7200  
Fax: 218-927-7210

## Advisory Committee Application Form

NAME: Lynne (First) L (MI) Jacobs (Last)

Address: 56890 Loon Ave  
McGregor, MN 55760

Home Phone: 218-820-8790  
Business Phone: 218-927-1383 ext 3  
Cell Phone: 218-820-8790

Employer: Aitkin County CARE  
Email Address: aitkincountycare@gmail.com

Occupation: Executive Director

1. Please state your reason for applying:

Our nonprofit works very closely with social services and the aging population in county. This will be a great opportunity to share information.

2. What has been your past involvement with Public Health Services, Social Services, Financial Services, and other civic and community activities?

The dissemination of information to the community from Stacy Durgin, Brea Hamdorf and more. We work with social services for elderly waiver services and CADI waivers. Also involved in a BRIC grant that includes high collaboration with Hannah Colby from SHIP.

3. Are you able to attend meetings during the day? Yes  No   
Currently meetings are held at 3:00pm on the first Thursday of each month.

4. Are you able to attend at least 10 meetings per year? Yes  No

5. Would you be willing to serve a one-year or a two-year term? 1yr  2yr

Signature of Applicant: *Lynne Jacobs*

Date: 11/02/2021

PLEASE COMPLETE AND SUBMIT THIS APPLICATION TO:

Aitkin County Health & Human Services Attention:  
Paula Arimborgo  
204 1<sup>st</sup> Street NW  
Aitkin, MN 56431

or email to [paula.arimborgo@co.aitkin.mn.us](mailto:paula.arimborgo@co.aitkin.mn.us)  
Questions? Call: 218-927-7203 or 1-800-328-3744

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

NAME OF AGENCY OR COMMITTEE YOU WISH TO SERVE ON:

Aitkin County Health & Human Services Advisory Committee

NAME OF APPLICANT: Lynne Jacobs

STREET ADDRESS OF APPLICANT:

56890 Loon Ave

McGregor, MN 56431

PHONE NUMBERS:

DAYS (218) 927-1383

EVENINGS (218) 820-8790

AITKIN COUNTY COMMISSIONER DISTRICT 5

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

Current Executive Director for Aitkin County CARE, providing services for older adults in Aitkin County.

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

Lynne Jacobs  
Signature of Applicant

11/02/2021  
Date

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

Is this application submitted by appointing authority? Yes  No

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

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

For Office Use Only

Date Appointed: \_\_\_\_\_

Date of Term Expiration: \_\_\_\_\_

Term #: \_\_\_\_\_



# AITKIN COUNTY HEALTH & HUMAN SERVICES

204 First Street NW  
Aitkin, MN 56431

Phone: 800-328-3744/218-927-7200  
Fax: 218-927-7210

## Advisory Committee Application Form

NAME: Steven (First) M (MI) Teff (Last)

Address: 68187 198th Ave  
Jacobson, MN 55752

Home Phone: 218-328-4128  
Business Phone: 218-398-6096  
Cell Phone: 218-328-4128

Employer: Go Forward Residential Group Home  
Email Address: teff245@hotmail.com

Occupation: Case Manager

1. Please state your reason for applying:

I have enjoyed the past 4 years working on this committee. It is refreshing to work on a committee that is more than just a sounding board for the county. I look forward to be a continued member of this committee.

2. What has been your past involvement with Public Health Services, Social Services, Financial Services, and other civic and community activities?

-past 4 years a part of this committee  
-previous board President for GRACE House homeless shelter in Itasca County  
-Vice President and President of church councils  
-currently a board member of the NE Minnesota Synod for ELCA

3. Are you able to attend meetings during the day? Yes  No   
Currently meetings are held at 3:00pm on the first Thursday of each month.

4. Are you able to attend at least 10 meetings per year? Yes  No

5. Would you be willing to serve a one-year or a two-year term? 1yr  2yr

Signature of Applicant: Steven M. Teff Date: 11/04/21

PLEASE COMPLETE AND SUBMIT THIS APPLICATION TO:

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

or email to [paula.arimborgo@co.aitkin.mn.us](mailto:paula.arimborgo@co.aitkin.mn.us)  
Questions? Call: 218-927-7203 or 1-800-328-3744

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

NAME OF AGENCY OR COMMITTEE YOU WISH TO SERVE ON:

Aitkin County Health & Human Services Advisory Committee

NAME OF APPLICANT: Steven M. Teff

STREET ADDRESS OF APPLICANT:

68187 198th Ave.

Jacobson, MN 55752

PHONE NUMBERS:

DAYS (218) 328-4128

EVENINGS (218) 328-4128

AITKIN COUNTY COMMISSIONER DISTRICT 5

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

I currently work at Go Forward Residential Group Home as a case manager. I made this switch this July and don't regret it at all. I have previously been with this committee for the past 4 years and really appreciate that it is a working board.

I look forward to having the opportunity to continue to be a part of this board.

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

Steven M. Teff  
Signature of Applicant

11/04/2021  
Date

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

Is this application submitted by appointing authority?

Yes

No

Is this application submitted at the suggestion of appointing authority?

Yes

No

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

For Office Use Only

Date Appointed: \_\_\_\_\_

Date of Term Expiration: \_\_\_\_\_

Term #: \_\_\_\_\_



**AITKIN COUNTY HEALTH & HUMAN SERVICES**

204 First Street NW  
Aitkin, MN 56431

Phone: 800-328-3744/218-927-7200  
Fax: 218-927-7210

**Advisory Committee  
Application Form**

NAME: Rebecca J Koch  
(First) (MI) (Last)

Address: 51260 US HWY 169  
Palisade, MN 56469

Home Phone: \_\_\_\_\_  
Business Phone: \_\_\_\_\_  
Cell Phone: 218-301-9574

Employer: Itasca County

Occupation: Child Support Officer

Email Address: rekoch74@gmail.com

1. Please state your reason for applying:

Looking to find valuable ways to contribute my time to the Aitkin community.

2. What has been your past involvement with Public Health Services, Social Services, Financial Services, and other civic and community activities?

I serve as Vice President on the Aitkin County Ag Society, 4H Club Leader, NE Regional Representative of the State Horse PDC, United Way Campaign

3. Are you able to attend meetings during the day? Yes  No   
Currently meetings are held at 3:00pm on the first Thursday of each month.

4. Are you able to attend at least 10 meetings per year? Yes  No

5. Would you be willing to serve a one-year or a two-year term? 1yr  2yr

Signature of Applicant: Rebecca J Koch Digitally signed by Rebecca J Koch  
Date: 2021.11.16 08:30:56 -0600' Date: 11/16/2021

PLEASE COMPLETE AND SUBMIT THIS APPLICATION TO:

Aitkin County Health & Human Services Attention:  
Paula Arimborgo  
204 1<sup>st</sup> Street NW  
Aitkin, MN 56431

or email to [paula.arimborgo@co.aitkin.mn.us](mailto:paula.arimborgo@co.aitkin.mn.us)  
Questions? Call: 218-927-7203 or 1-800-328-3744

"This institution is an equal opportunity provider."

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

NAME OF AGENCY OR COMMITTEE YOU WISH TO SERVE ON:

Aitkin County Health & Human Services Advisory Committee

NAME OF APPLICANT: Rebecca Koch

STREET ADDRESS OF APPLICANT:

51260 US HWY 169

Palisade, MN 56469

PHONE NUMBERS:

DAYS (218) 301-9574

EVENINGS (218) 301-9574

AITKIN COUNTY COMMISSIONER DISTRICT 5

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

I have been employed by a Human Service agency for a combined 19+ years and feel that I could provide valuable input on the Advisory Committee. I am involved in the Aitkin community and care about the quality of services and programs we are able to offer our residents.

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

**Rebecca J Koch**

Digitally signed by Rebecca J Koch  
Date: 2021.11.16 08:25:34 -06'00'

11/16/2021

Signature of Applicant

Date

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

Is this application submitted by appointing authority? Yes  No

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

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

For Office Use Only

Date Appointed: \_\_\_\_\_

Date of Term Expiration: \_\_\_\_\_

Term #: \_\_\_\_\_



# Child Support

Federal Fiscal Year 2020

# Minnesota Vision and Mission



The division strives to allow children to depend on their parents for the support they need. In carrying out its vision, workers promote children’s well-being and family self-sufficiency by delivering quality child support services. Its work reflects the division’s core mission and values and shows commitment to:

- Children
- Quality Customer Service
- Integrity, Respect and Ethics
- Innovation and Excellence
- Collaborative Relationships

# Performance measures

## The five performance measures are:

- Paternity establishments
- Child support order establishment
- Collections on current support
- Collections on arrears
- Program cost effectiveness

Minnesota's Federal Performance Measures		
	FFY 2020	FFY 2019
Paternities Established	100.14%	100.98%
Orders Established	87.47%	88.62%
Collections On Current	75.41%	75.40%
Collections on Arrears	79.65%	72.91%
Cost Effectiveness	\$3.26	\$3.14

## Federal Performance Measures: County Results

County	Paternities Established Measure FFY2020 (%)	Orders Established Measure FFY2020 (%)	Collections on Current Measure FFY2020 (%)	Collections on Arrears Measure FFY2020 (%)	Cost Effectiveness Measure FFY2020 (\$)
Aitkin	100.56	95.29	72.50	72.92	3.52
<b>STATEWIDE</b>	<b>100.14</b>	<b>87.47</b>	<b>75.41</b>	<b>79.65</b>	<b>3.26</b>
Federal Requirements**	90.00	80.00	75.00	50.00	5.00

- Historically Aitkin County has been above State Average but do to COVID and staffing changes Aitkin fell below State Average in FFY 2020.
- \*\* This number reflects the percentage to receive the maximum amount of incentive funds. As numbers decline, less incentive money is received.

## Aitkin County Results: Orders Established & Paternities Established

County	Open Cases with Orders Established FFY2020	Open Cases FFY2020	Federal Performance Measures: Orders Established		County	Children in Open IVD Cases with Paternities Established FFY2020	Children in Open IVD Cases not Born in Marriage FFY2019	Federal Performance Measures: Paternities established	
			FFY2020 (%)	FFY2019 (%)				FFY2020 (%)	FFY2019 (%)
Aitkin	647	679	95.29	93.12	Aitkin	542	539	100.56	103.31
STATEWIDE	176,777	202,109	87.47	88.62	STATEWIDE	165,837	165,603	100.14	100.98

# Aitkin County Results: Collections on Current & Collections on Arrears

County	Current Support Disbursed FFY2020	Current Support Due FFY2020	Federal Performance Measures: Collections on Current	
			FFY2020 (%)	FFY2019 (%)
Aitkin	1,159,110.57	1,598,753.10	72.50	75.36
<b>STATEWIDE</b>	<b>423,803,480.58</b>	<b>561,997,771.19</b>	<b>75.41</b>	<b>75.40</b>

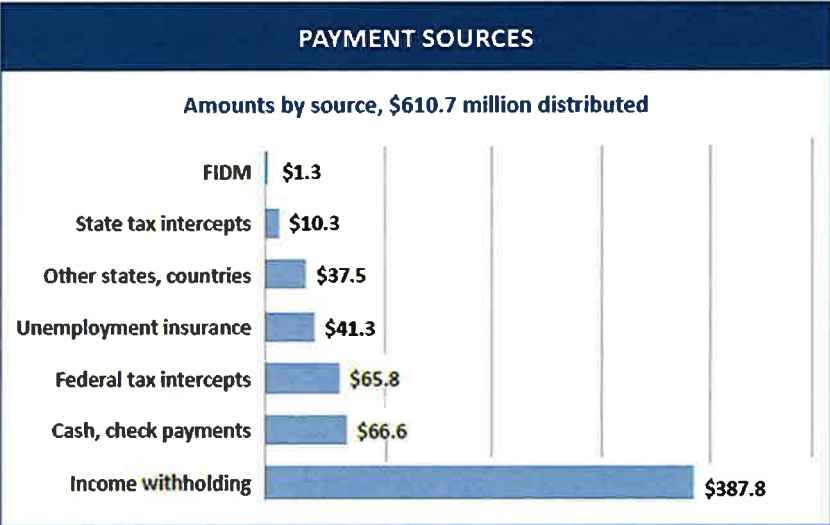
County	Cases with Arrears Disbursed FFY2020	Cases with Arrears Due During FFY2020	Federal Performance Measures: Collections on Arrears	
			FFY2020 (%)	FFY2019 (%)
Aitkin	439	602	72.92	65.31
<b>STATEWIDE</b>	<b>124,632</b>	<b>156,472</b>	<b>79.65</b>	<b>72.91</b>

## Aitkin County Results: Cost Effectiveness

County	Collections Disbursed FFY2020	Expenditures FFY2020	Federal Performance Measures: Cost Effectiveness	
			FFY2020 (\$)	FFY2019 (\$)
Aitkin	1,734,246	492,622	3.52	2.96
<b>STATEWIDE</b>	<b>597,919,970</b>	<b>183,682,948</b>	<b>3.26</b>	<b>3.14</b>

# Payment Sources

- Served 226,458 children; fewer than 11% of them received public assistance in the form of cash, as of Sept. 30, 2020.
- Distributed \$610.7 million, including: \$387.8 million from employers withholding child support from parents paychecks
- \$76.1 million through tax intercepts
- \$66.6 million from cash, checks and unemployment insurance
- \$37.5 million received from other states' and countries' collections
- \$1.3 million from financial institution data match levies.



County	Collection FFY2020	Income Withholding	Re-employment	Federal Tax	State Tax	Other States	Other Countries	Other Sources (cash, Checks)	FIDM*
Aitkin	1,779,891	1,096,568	125,797	246,685	38,249	81,797	0	190,794	1,401

**STATEWIDE 610,685,040 387,813,169 41,306,844 65,818,200 10,293,160 37,348,289 176,321 67,929,057 1,320,486**



## MN County Disbursements, Total Expenditures and Incentives

County	Collections Disbursed FFY2020	Expenditures FFY2020	Cost Effectiveness Ratio FFY2020	Collections Disbursed FFY2019	Expenditures FFY2019	Cost Effectiveness Ratio FFY2019	Federal Incentives FFY2020*	State Incentives FFY 2020	Total Incentives FFY 2020
Aitkin	1,734,246	492,622	3.52	1,646,754	555,777	2.96	32,194	4,871	37,065
<b>STATEWIDE</b>	<b>597,919,970</b>	<b>183,682,948</b>	<b>3.26</b>	<b>570,145,331</b>	<b>181,299,568</b>	<b>3.14</b>	<b>11,499,410</b>	<b>1,660,205</b>	<b>13,159,615</b>

\*Federal incentives are based on program performance two years prior.

Source: CSD InfoPac QQ640201: Quarterly OCSE34A Collect and Disburse - Summary and DHS Financial Operation Report, Division Operations - Quarterly County Admin. Reports

# Guide to Performance Data

- **IV-D** –Established under Title IV-D of the Social Security Act, the Child Support Enforcement (CSE) program is charged with locating noncustodial parents, establishing paternity, and obtaining and enforcing orders for support owed by noncustodial parents to their children. This Federal legislation places responsibility for the program at both the Federal and State levels.
- **PATERNITY ESTABLISHMENTS** – the number of open Title IV-D cases with paternity established during the federal fiscal year divided by the number of children in open Title IV-D cases born outside of marriage during the prior federal fiscal year.
- **CHILD SUPPORT ORDERS ESTABLISHMENT** – the number of cases open at the end of the federal fiscal year with support orders established divided by the number of cases open at the end of the federal fiscal year.
- **COLLECTIONS ON CURRENT SUPPORT** – the total amount of support disbursed as current support during the federal fiscal year divided by the total amount of current support due for the federal fiscal year.
- **COLLECTIONS ON ARREARS** – the number of total cases with support disbursed as arrears during the federal fiscal year divided by the number of total cases with arrearages due during the federal fiscal year.
- **PROGRAM COST EFFECTIVENESS** – for the federal fiscal year, the amount of collections forwarded to other states plus total collections disbursed, including fees retained by other states divided by total Title IV-D dollars expended during the federal fiscal year.

PATERNITIES ESTABLISHED	= Children in open Title IV-D cases with paternity established <sup>1</sup> ÷ Children in open Title IV-D cases born outside of marriage <sup>1</sup> in previous year
ORDERS ESTABLISHED	= Cases open at the end of fiscal year with support orders established <sup>2</sup> ÷ Cases open at end of fiscal year <sup>2</sup>
COLLECTIONS ON CURRENT SUPPORT	= Total amount of support disbursed as current support during fiscal year <sup>2</sup> ÷ Total amount of current support due for the fiscal year <sup>2</sup>
COLLECTIONS ON ARREARS	= Total cases with support disbursed as arrears during fiscal year <sup>2</sup> ÷ Total cases with arrearages due during fiscal year <sup>2</sup>
COST EFFECTIVENESS	= Collections forwarded to other states + total collections disbursed + fees retained by other states <sup>3</sup> ÷ Total Title IV-D dollars expended <sup>4</sup>

Sources: <sup>1</sup>QQ320920, <sup>2</sup>QQ320921, <sup>3</sup>QQ640201, <sup>4</sup>Department of Human Services Financial Operations Division Report

## 2020 CHILD SUPPORT: MORE MONEY FOR FAMILIES

### COLLECTIONS\*

In FY2020, the child support program collected **\$34.9 billion**

**65%** of child support was collected by income withholding from an employee's paycheck. (35% other sources)

**95%** of child support collected went to families. (5% reimbursed public assistance dollars)

The child support program served **13.8 million children**



### COST-EFFECTIVENESS

One of the most cost-effective government programs

**\$5.51** collected by the child support program for every **\$1.00** spent



Source: [Office of Child Support Enforcement](#)

\* Includes IV-D and non-IV-D payments.

\*\* Combined CHIP Enrollment Total Report and Form CMS-64-EC, 2020; FY 2019 Supplemental Nutrition Assistance Program Participation and Costs; WIC Program Monthly Data – State Level Participation, FY 2019; Social Security Annual Statistical Supplement, 2019; TANF: Total Number of Child Recipients, FY 2020; CCDF Preliminary Data Table 1, 2019; SSI Annual Statistical Report, 2019.

### CASELOAD COMPARISON

Children served compared to other programs\*\*



ADMINISTRATION FOR  
**CHILDREN & FAMILIES**  
Office of Child Support Enforcement

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

## Information provided by

- 2020 child Support Performance Report by the Minnesota Department of Human Services
- 2020 Child Support: More Money for Families by Office of Child Support Enforcement
- MN DHS Child Support Terms Glossary  
<https://secure.childsupport.dhs.state.mn.us/mcso/participants/Glossary.request>