



AITKIN COUNTY HEALTH & HUMAN SERVICES

204 First Street NW
Aitkin, MN 56431

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

January 25, 2022 – BOARD AGENDA

- 9:05 Start**
- 9:05 1) Review/Approval of Health & Human Services Board Agenda**
- 9:06 2) Review/Approval of December 21, 2021 Health & Human Services Board Minutes**
- 9:07 3) Review/Approval of Bills**
- 9:08 4) Cynthia Bennett – Health & Human Services Director**
A) Director Update
- 9:13 5) Carli Goble – Health & Human Services Fiscal Supervisor**
A) End of Year 2021 Fiscal Report
- 9:18 6) Contracts**
A) 2022 Northland Club House POS
B) 2022 NEMOJT POS
- 9:23 7) Committee Updates from Commissioners**
A) H&HS Advisory Committee – Commissioners Wedel and/or Westerlund
B) CHS Joint Powers Board Update – Commissioner Westerlund
C) CARE Board – Commissioner Westerlund
D) CJI (Children’s Justice Initiative) – Commission Westerlund
E) NEMOJT Committee Update – Commissioner Niemi
F) Lakes & Pines Update – Commissioner Niemi
- 9:33 End**
Next Meeting – February 22, 2022



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COUNTY BOARD MEETING MINUTES December 21, 2021

Attendance

The Aitkin County Board of Commissioners met this 21st day of December 2021, at 9:04 a.m. as the Aitkin County Health & Human Services Board, with the following members present: Commissioners Brian Napstad, J. Mark Wedel, Laurie Westerlund, Commissioner Niemi arrived at 9:25 a.m. Others present included: Health & Human Services Director Cynthia Bennett, Administrative Assistant to the H&HS Director Paula Arimborgo, Child Support Supervisor Julie Herbst, Accounting Supervisor Carli Goble, Public Health Supervisor Erin Melz, County Administrator Jessica Seibert and Assistant to the County Administrator Brittany Searle. Aitkin County Health & Human Services Advisory Committee Vice Chairman Joel Hoppe attended via WebEx.

Agenda

Motion by Commissioner Westerlund, seconded by Commissioner Napstad and carried, all members present voting yes to approve the December 21, 2021 Health & Human Services Board agenda as presented.

Minutes

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

Bills

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

Consent Agenda

Motion by Commissioner Napstad, seconded by Commissioner Westerlund and carried, all members voting yes to approve the Consent Agenda as follows.

- A) Approve 2022 Access North POS; B) Approve 2022 Bethesda Lutheran Church Malmo - WIC Agreement; C) Approve 2022 Compass Counseling partners POS; D) Approve 2022 Hill City Assembly of God Church – WIC Agreement; E) Approve 2022 Lakes & pines WRAP POS; F) Approve 2022 Letter of Agreement Dr. Donald Hughes; G) Approve 2022 LSS Guardianship POS; H) Approve 2022 McGregor Schools – WIC Agreement; I) Approve 2022 New Freedom Clinical Supervision POS; J) Approve 2022 Woodview-Oakridge POS; K) Approve 2022 Philip Tange POS; L) Approve 2022 Presbyterian Family Foundation POS; M) Approve 2022 Thomas Allen POS; N) Approve 2022 Nystrom POS; O) Approve 2022 Riverwood Healthcare Family Planning Contract



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Cynthia Bennett informed the Board that insurance rates increased per MCIT but DHS rates stayed the same. All contracts on the consent agenda reflect the new insurance rates.

Commissioner Napstad inquired whether there was an off ramp to guardianship programs if there was a change in the individual's situation. He doesn't want it to be a permanent situation if changes come about. Cynthia explained that there are certain safety nets in place and that family members are always looked for first. Cynthia will have Kim Larson come up with a list of what the stop gaps are and it can be emailed out to the Board or brought to the next Board meeting.

Contract

2022-2023 Child Support Cooperative Agreement

Cynthia gave a brief explanation as to why this agreement was being brought to Board. Commissioner Napstad inquired why it was not included with the other contracts in the Consent Agenda. Jessica Seibert explained that it is a two-year contract and because of certain time limits, this contract would need to be brought to Board for approval each time.

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

Approval of Members to Aitkin County Health & Human Services Advisory Committee

Commissioner Wedel first applauded all the members who are serving and those that want to serve. Cynthia also remarked how thankful she was of all the members for their service.

Motion by Commissioner Napstad, seconded by Commissioner Westerlund and carried, all members voting yes to approve the re-appointment of the five current members: Dawn Houser, Luke Christensen, Michelle Broadhead, Lynne Jacobs & Steven Teff and the appointment of one new member: Rebecca Koch, to the Aitkin County Health & Human Services Advisory Committee.

Directors Update

Cynthia attended the AMC conference last week and attended the HHS policy committee Meeting. The 2022 Legislature priorities remain the same.

Cynthia deferred from giving a full update on the METS system until Commissioner Marcotte was in attendance since she requested the update. Cynthia did mention that in 2020 the state hired consultants from Gartner to conduct objective analysis of the state's modernization work including the METS system. Out of this analysis, there were several recommendations that DHS is currently implementing. We expect to see improvements at the county level with the system in the upcoming years. Commissioner Napstad expressed his concern that the new re-design does not go through the same issues as the DMV did during their re-design. He suggested asking them how they are going to avoid those same pitfalls. This led to further discussion on modernization of the systems. Cynthia



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acknowledged Commissioner Napstad's concerns and will take them under advisement.

Cynthia updated the Board on the progress of the re-design. We are still waiting on the design drafts from the architect. Cynthia reached out last week to see where things are at and is awaiting updates. Commissioner Westerlund inquired who the architect was and Cynthia responded ARI.

Child Support Update

Julie Herbst, HHS Child Support Supervisor, presented the Child Support update to include the Minnesota Vision and Mission. She gave an overview of the Federal Performance Measures and the Aikin County results. Julie continued to brief on the MN County disbursements, total expenditures and incentives. She concluded relaying that the Child Support program collected \$34.9 billion federally and served 13.8 million children nationally in FY2020. It is one of the most cost-effective government programs.

Commissioner Westerlund questioned who pays for establishing paternity - Julie explained that county pays with a 66% reimbursement from the state and 20% discount from LabCorp.

Commissioner Napstad questioned how you ensure the benefits are going to the needs of the child. Julie explained that Child Support does not have any control of funds once distributed. If there is a question about the child's wellbeing, then a report should be filed with Child Protection and anyone can be a reporter.

Commissioner Niemi inquired how often Child Support goes to the homes to see if everything is going ok. Julie explained that Child Support does not go to the homes.

Cynthia noted that this program is Child Support. The purpose is to have the parents financially pay for their children. Child Protection Services on the other hand is the service that responds to any reports of neglect or abuse.

Committee Updates

Joel Hoppe updated the board on the December H&HS Advisory Committee meeting. Elections for Chair and Vice Chair will take place during the January 6th meeting. Commissioner Westerlund gave a brief update on the CHS Joint Powers Board meeting, talked about OPIOD and how everyone is burnt out due to COVID. AEOA Committee Update – Commissioner Westerlund was unable to attend the last meeting
Commissioner Westerlund mentioned the CARE Board met earlier in the morning. She mentioned Lynne Jacobs is the best and is very busy with the BRICK grant. They did not receive the Live Well at Home Grant. We need to rejuvenate the TRIAD group. CJI, NEMOJT, and Lakes & Pines Committees – Did not meet

The meeting was adjourned at 10:00 a.m.

Next Meeting – January 25, 2022



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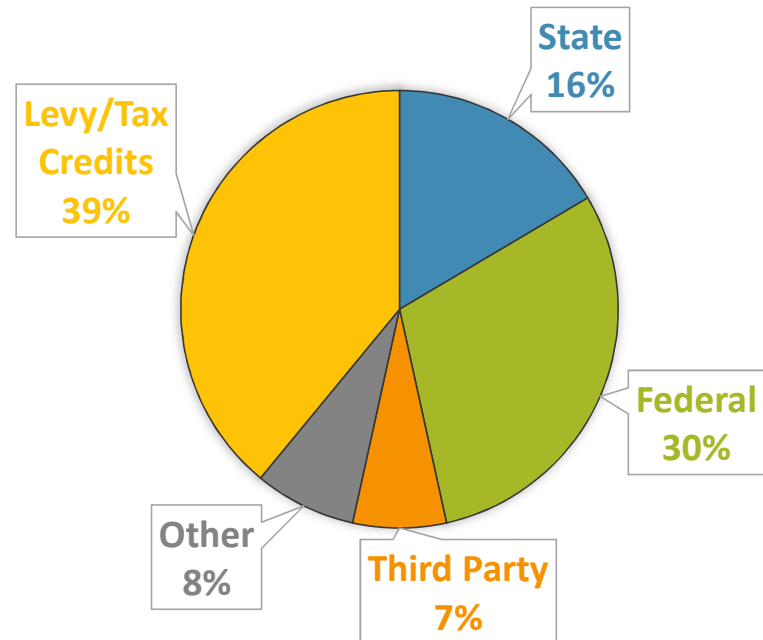
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2021 Year End Fiscal Report

JANUARY 25, 2022

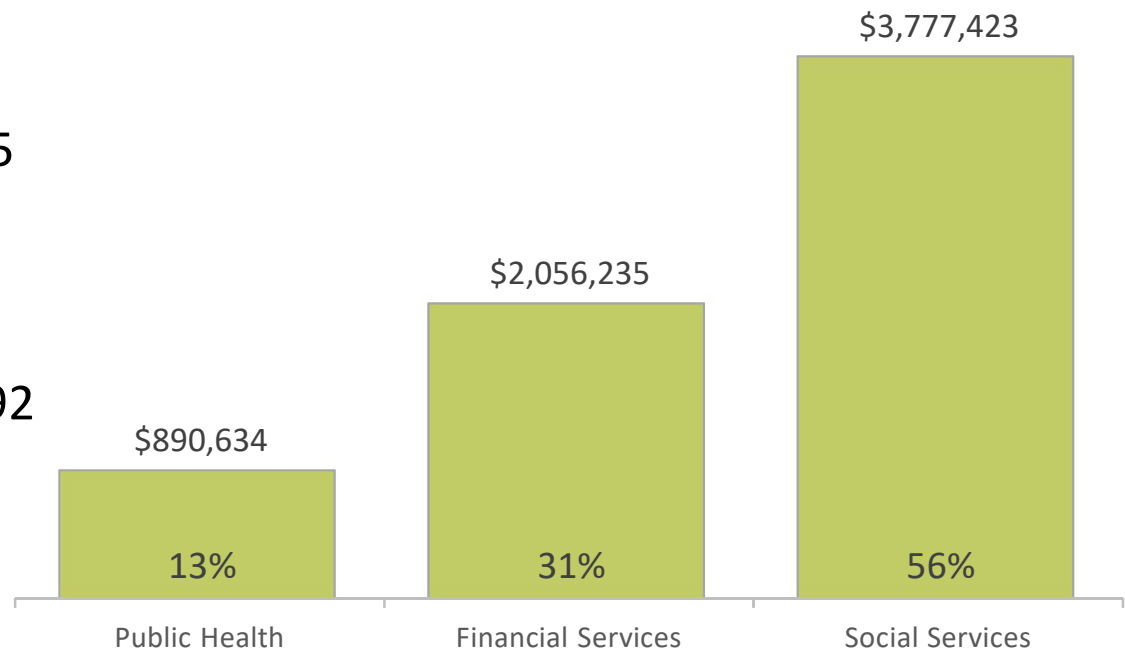
Revenues

- State: \$1,216,196
- Federal: \$2,214,445
- Third Party: \$508,666
- Other: \$554,924
- Levy/Tax Credits: \$2,876,343
- Total Revenues: \$7,370,574
 - Budgeted: \$6,735,151
 - 109% of expected revenue received



Expenditures by Department Budget

- Public Health: \$890,634
- Financial Services: \$2,056,235
- Social Services: \$3,777,423
- Total Expenditures: \$6,724,292
 - Budgeted: \$7,285,151
 - 92% of expected expenses



Expenditures by Budget Category

- **1. Salaries/Benefits**
\$4,577,404 (94%)
- **2. Insurance**
\$32,004 (96%)
- **3. Materials/Supplies**
\$95,685 (94%)
- **4. Utilities**
\$62,545 (92%)
- **5. Professional Development**
\$22,007 (61%)
- **6. Service Agreements/Contracts**
\$1,775,288 (88%)
- **7. Capital Equipment**
\$0
- **8. Capital Construction**
\$123,549 (130%)
- **9. Transportation**
\$35,810 (42%)
- **10. Other Expenses**
\$0

Why were expenditures lower than expected?

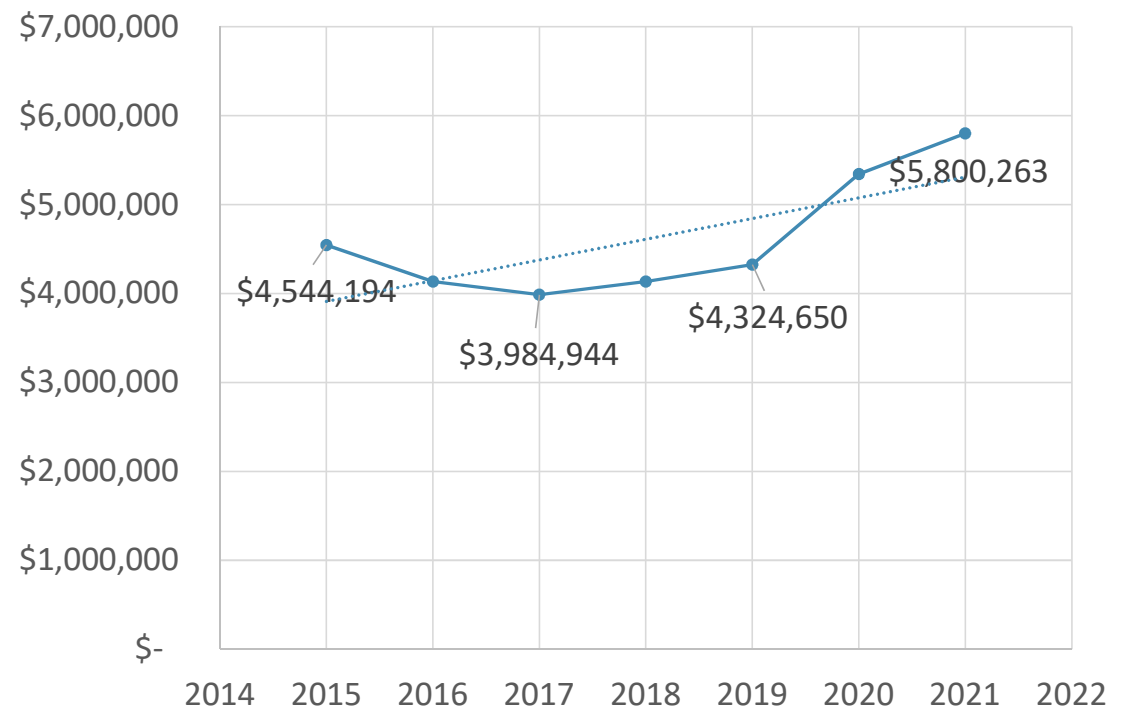
- Out of Home Placements at 68%
 - 46 children in foster care at least one day in 2021
 - Total Foster Care Costs: \$382,551
- Salary/Benefits at 94%
 - Total Salary/Benefits: \$4,577,404
 - Under budget by \$267,876
- Transportation/Travel at 42%
 - Budgeted \$84,550
 - Actual \$35,810

Why were revenues higher than expected?

- Unbudgeted COVID-19 Funding:
 - COVID-19 Vaccination Implementation Grant (federal): \$133,174
 - Local Public Health Grant Base Increase: \$27,831
 - ARP Fiscal Recovery Funds (federal): \$117,695
- Miscellaneous Recoveries:
 - Medical Assistance Estate Recovery: \$392,243
- Third Party Revenue: 132% of budget
 - Adult MH TCM add't: \$68,570
 - Adult MSHO/MSC+ Waiver add't: \$80,440

Fund Balance

- Projected to use \$550,000
- Increased fund balance by \$646,282
 - Revenues at 109%
 - Expenditures at 92%
- Cash Balance as of 12/31/21: \$5,960,263



Thank you!

Questions?



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Contract

Annual contract renewal between Aitkin County Health and Human Services and Northland Counseling Center.

Objective

Northland Counseling Center will provide Club House management services to Aitkin County residents.

Opportunity

This service supports all interested individuals within Aitkin County that are in need of mental health supports and services.

Existing or New Contract

This is a contract renewal.

Changes to Existing Contract

This contract does contain language changes regarding the location change of the site, days of operation and financial support provided by the county.

Timeline for Execution

1/1/22-12/31/22

Conclusion

We are requesting the Aitkin County Board to continue to support Northland Counseling Center in contracting with Aitkin County Health and Human Services to provide Club House management services to Aitkin County residents.

“This institution is an equal opportunity provider.”



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PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT, between the **Aitkin County Health and Human Services Agency**, 204 First Street NW, Aitkin, MN 56431, hereafter referred to as the "County," and **Northland Counseling Center**, 215 SE Second Avenue, Grand Rapids, MN 55744, hereafter referred to as the "Contractor", enter into this Agreement for the period from January 1, 2022 to December 31, 2022.

WHEREAS, the County desires to purchase Club House management services and location for individuals with mental illness from Contractor and Contractor is able to provide said services;

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

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

I. PURCHASE OF SERVICE

- A. The County agrees to purchase and the Contractor agrees to furnish the following services:

Management and physical site of the Aitkin County Club House

- B. The Contractor shall, within thirty (30) days, notify the Health and Human Services Department whenever it is unable to, or going to be unable to provide the required quality or quantity of Purchased Services. Upon such notification, the County and Contractor shall determine whether such inability will require a modification or cancellation of the contract.

II. DELIVERY OF PURCHASED SERVICES

- A. Services shall be provided during hours of 10:00 AM -2:00 PM, Monday, Tuesday, and Wednesday or hours as agreed upon by the County and the Contractor.
- B. The Contractor shall provide the aforementioned services for mental health consumers and the services will not require a referral.
- C. The Contractor will provide services located at the Birchstreet Center, 20 3rd Street NE, Aitkin, MN 56431 or other location deemed suitable by contractor within the city of Aitkin, MN. If a secure virtual option is requested, approval will be at the discretion of the county.

"This institution is an equal opportunity provider."

III. PAYMENT FOR PURCHASED SERVICES

- A. The County agrees to pay the Contractor in accordance with Attachment A. Service Total shall not exceed the amount list on Attachment A for ongoing annual expenses.
- B. The Contractor shall, by the 15th of the month, submit an invoice detailing services provided from the previous month.
- C. The County, shall, within 35 days of the receipt of the invoice, subject to the provisions of County fiscal procedures, make payment for the invoiced amount. It is understood and agreed that total payment under this contract shall not exceed the amount specified in paragraph 3a above.

IV. ELIGIBILITY FOR SERVICES

- A. Any individual indicating mental health challenges who wishes to attend the Club House can do so without a referral or proof of previously utilized mental health services.
- B. Outside providers meeting with individuals with mental health challenges may access the Club House during operational days and times.

V. DELIVERY OF CARE SERVICES

- A. Except as noted above, the Contractor retains control over:
 - 1. Providing a safe and engaging environment;
 - 2. Maintaining a peer run system for the Club House that will include a Club House Coordinator;
 - 3. Supporting the Club House Coordinator in coordination of vendors and individuals to offer structured groups and/or education on specified topics;
 - 4. Providing employment compensation for the Club House Coordinator's wages and benefits;
 - 5. Recruitment and management of the Club House Coordinator from the community to include training and supervision, compliance with current by-laws, corrective action and grievance policies/actions, and resolution tools;
 - 6. Focusing on outreach to engage and encourage increased participation and utilization of the Club House;
 - 7. Reviewing oversight of technology and facility use, including developing safeguards to maintain consumer privacy and accountability and ensure that the space is used to the best and fullest capacity. Club House inventory items must be monitored and controlled by the Contractor;
 - 8. It is expected that the Contractor will communicate directly with the landlord to address questions/concerns regarding the building's maintenance/service needs, customization of the premises for the Club House's use and advertisement, or other topics related to the rental and use of the property for the purposes of the Club House operations;

9. The Contractor shall provide a written quarterly report to the County that includes:
 - a. Financial reporting: financial assessment, oversight, accountability, and cost-effectiveness reports
 - b. Consumer participation numbers
 - c. Calendar of events being offered

VI. STANDARDS AND LICENSES

- A. The Club House Contractor will follow Drop-In Center guidelines and by-laws.
 1. When licensing is required, the Contractor shall remain licensed during the term of this Agreement. The County will only pay for contracted services provided pursuant to such licensing requirements.
 2. 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.
 3. Other provisions for cancellation of this Agreement notwithstanding, failure to meet the requirements of paragraphs a, b, and c as stated above may be cause for cancellation of this Agreement effective as of receipt of notice of cancellation.

VII. AUDIT AND RECORD DISCLOSURES

- A. The Contractor shall maintain such records and provide the County with financial, statistical, and service reports as Aitkin County may require for accountability. Such reports shall be on forms provided by the County or in a format approved by the County. Specifically:
 1. Contractor will submit financial and participant utilization reports in formats and at frequencies which will enable the County to fulfill its reporting requirements as to ultimate sources of funds. Such reports will be submitted to the County, Adult Social Services Supervisor no later than ten (10) calendar days after the request is made. In addition MHIS reports will be made to DHS per state requirements.
 2. Contractor agrees to furnish the County with additional programmatic information to assist in the County's planning efforts and effective management of services. Such information shall be furnished to the County within the time period indicated in written notice of request.
 3. The County reserves the right to withhold payments under this Agreement pending the timely receipt of any information required.
- B. Contractor agrees that within one (1) month of the close of the fiscal year, an audit or year-end financial statement shall be submitted to the County, Adult Social Services Supervisor.
- C. The County's procedures for monitoring and evaluating the Contractor's performance under this contract, including compliance with all applicable rules and laws may include, but are not limited to: on-site visits to the

- Contractor's facility; review of client files; review of Contractor's financial, statistical, and service records; and review of reports and data provided by the Contractor at the request of the County.
- D. Contractor shall allow personnel of the County and the Minnesota Department of Human Services, the State Auditor's Office, and the Department of Health and Human Services access to the Contractor's facility and records "and authority to copy program and fiscal records" at reasonable hours to exercise their responsibility to monitor purchased services.
 - E. Contractor shall keep program records at 215 SE Second Ave, Grand Rapids, MN 55744. A copy of financial records and records pertaining to the contract shall be maintained at 204 First Street NW, Aitkin, MN 56431 by the County. All records shall be maintained for ten (10) years for audit purposes.

VIII. SAFEGUARD OF CLIENT INFORMATION

- A. The County and the Contractor must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the County under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under this agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Contractor or the County.
- B. If the Contractor receives a request to release the data referred to in this Section, the Contractor must immediately notify the County. The County will give the Contractor instructions concerning the release of the data to the requesting party before the data is released.
- C. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, or for any purpose not directly connected with the administration of the County or Contractor's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, the client's attorney or the client's responsible parent or guardian.
- D. The Contractor agrees to defend, indemnify, and save and hold the County, its agents, officers, and employees harmless from all claims arising out of, resulting from, or in any manner attributable to any violation or any provision of the Minnesota Government Data Practices Act, including any legal fees or disbursements paid or incurred to enforce the provisions of this article of the Agreement.
- E. To the extent that Contractor performs a function or activity involving the use of "protected health information" (45 CFR 164.501), **on behalf of the County** including, but not limited to: providing health care services; health care claims processing or administration; data analysis, processing or administration; utilization review; quality assurance; billing; benefit management; practice management; re-pricing; or otherwise as provided by 45 CFR § 160.103, provider/contractor is a business associate of Aitkin County Health and Human Services for purposes of the Health Insurance Portability and

Accountability Act of 1996. Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Part 160-164), (collectively referred to as "HIPAA"), and has executed an addendum to this Agreement for purposes of compliance with HIPAA, which addendum is incorporated herein by this reference.

IX. 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. Your agency and Aitkin 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. 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;
- 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 Aitkin 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.

X. FAIR HEARING AND GRIEVANCE PROCEDURES

- A. The Contractor agrees to provide for a fair hearing and grievance procedure in conformance with and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services and Minnesota Statutes, Section 256.045, which are incorporated by reference into this Agreement.

XI. CONTRACT DISPUTES

- A. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement shall be subject to negotiation and agreement by the Director of Aitkin County Health & Human Services. A written copy of the determination will be provided to the Contractor and will be deemed final copy and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Contractor furnishes to the County a written

appeal. The decision of the determination of such appeals, shall be through the Director of Aitkin County Health & Human Services shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, and so grossly erroneous as necessarily to imply bad faith or not supported by substantial evidence. In conjunction with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement.

- B. This disputes clause does not preclude consideration of questions of law.

XII. INDEMNIFICATION

- A. The Contractor does hereby agree that it will defend, indemnify, and hold harmless, the County against any and all liability, loss, damages, costs and expenses which the County may hereafter sustain, incur, or be required to pay:
 - 1. By reason of any applicant or eligible recipient suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving the care and services to be furnished under this Agreement, or while on premises owned, leased, or operated by the Contractor, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the Contractor or any officer, agent, or employee thereof; or
 - 2. By reason of any applicant or eligible recipient causing injury to, or damage to, the property of another person, during any time when the Contractor or any officer, agent, or employee thereof has undertaken or is furnishing the care and services called for under this Agreement; or
 - 3. By reason of any negligent act or omission or intentional act of the Contractor, its agents, officers, or employees which causes bodily injury, death, personal injury, property loss, or damage to another during the performance of purchased services under this Agreement.
- B. This indemnity provision shall survive the termination or expiration of this Agreement. The County does not intend to waive any immunity it may have by statute or common law.

XIII. INSURANCE AND BONDING

- A. In order to protect itself and the County under the indemnity provisions set forth above, Contractor shall, at the Contractor's expense, procure and maintain the following insurance coverage at all times during the term of the Agreement:
 - ✓ A general liability insurance policy in the amount of **\$1,500,000** for bodily injury or property damage to any one person and for total injuries or damages arising from any one incident. The County must be named an additional insured and shall be sent a certificate of insurance on an annual

- ✓ basis.
 - ✓ Worker's compensation insurance per Minnesota Statute, section 176.181.
 - ✓ Professional liability insurance policy for licensed professionals with coverage for **\$2,000,000** Each Occurrence and an aggregate amount of **\$4,000,000**.
 - ✓ Fidelity Bond or insurance coverage for theft/dishonesty that covers theft of a client's funds or belongings with a minimum amount of **\$15,000**; when the Contractor and/or Contractor employees handle clients' funds or have direct access to clients' belongings.
- B. By signing this Agreement, the Contractor certifies that they are in compliance with this Section.
- C. The Contractor at all times is solely responsible to maintain in force the insurance coverage required under this Agreement and shall provide, without demand by the County, annual certificates and/or pertinent documentation regarding insurance renewal or termination to Cynthia Bennett, Aitkin County Health and Human Services Director, 204 First Street NW, Aitkin, MN 56431 or via e-mail to Cynthia.Bennett@co.aitkin.mn.us. If the certificate is not received by the expiration date, the County shall notify Contractor and Contractor shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim.
- D. The County reserves the right to request and obtain all insurance information pertinent to this Agreement, directly from the Contractor's insurance agent(s).
- E. Failure by the Contractor to maintain insurance coverage as set forth in this Section 18 is a default of this Agreement, which entitles the County, at its sole discretion, to terminate this Agreement immediately.

XIV. CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION

- A. Federal Regulation 45 CFR 92.35 prohibits the 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, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State of Minnesota or the 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 Agreement, the Contractor certifies that they are in compliance with these regulations.

XV. CONDITIONS OF THE PARTIES' OBLIGATIONS

- A. It is understood and agreed that in the event the funding to the County from State and Federal sources is not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall be terminated.

- B. Either party may cancel this agreement at any time, with or without cause, upon thirty (30) days written notice delivered by mail or in person. Written notice of cancellation by the Contractor shall be addressed to Cynthia Bennett, Aitkin County Health and Human Services Director, 204 First Street NW, Aitkin, MN 56431.
- C. Before the termination date specified in Section I of this Agreement, the County may evaluate the contract performance of the Contractor and determine whether such performance merits renewal of this Agreement.
- D. The County will only reimburse for services specified in this Agreement. Amendments to this contract must be signed by both parties and prepared according to Section XII of this Agreement.
- E. No claim for services furnished by the Contractor not specifically provided in the agreement will be allowed by the County, nor must 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 must be considered a modification of the Agreement.
- F. If there is a revision of Federal regulations which might make this Agreement ineligible for Federal financial participation, all parties will review this Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new Federal regulations.
- G. If there should be any change in mode or delivery of service, type of client being served, or change in policy regarding services being purchased, the County must be notified, in writing, prior to action taking place.

XVI. SUBCONTRACTING

- A. The Contractor shall not enter into any subcontract for performance of any of the services contemplated under this Agreement nor assign any interest in the Agreement without the prior written approval of the County and subject to such provisions as the County may deem necessary. Subcontracts shall be subject to the requirements of this contract. The Contractor shall be responsible for the performance of any subcontractors.

XVII. MODIFICATION OF AGREEMENT

- A. Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been written and signed by the parties.

XVIII. DEFAULT

- A. Neither party shall be held responsible for delay nor does failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party give notice to the other party as soon as possible. Acts and events may include fire, flood, epidemic, strikes, acts of God, unusually severe weather, acts of civil or military authority, acts of terrorism, delays or defaults caused by public carriers, or natural disasters which cannot reasonably be forecast or provided against.
- B. Unless the Contractor's default is excused under the provisions of this Agreement, the Contractor, after receipt of notice by the Director of Aitkin County Health & Human Services of any of the following conditions or other circumstances warranting cancellation of this Agreement, shall have ten (10) days after receipt of notice to cure the specified failure:
 - 1. If the Contractor fails to provide services called for by this Agreement within the time specified herein or any extension thereof; or
 - 2. If the Contractor is in such financial condition so as to endanger the performance of this Agreement;
 - 3. If the Contractor fails to perform any of the other provisions of this Agreement, or so fails to prosecute the work as to endanger performance of this Agreement in accordance with its terms, or
 - 4. If it is discovered that material misrepresentations were made by the Contractor as to conditions relied upon by the County which purported to exist by the terms of this Agreement and all exhibits and documents attached hereto and incorporated by reference.
 - 5. If the Contractor fails to cure the specified condition after notice within the prescribed period of time, then the County may upon written notice immediately cancel the whole or any part of this Agreement
- 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 modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of the County, and attached to the original Agreement.
- D. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

XIX. MERGER

- A. Entire Agreement: It is understood and agreed that the entire agreement of the parties is contained in Sections I-XIX and Attachment A. This Agreement supersedes all oral agreements and negotiations relating to this contract including any previous agreements pertinent to the services described in this contract. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

IN WITNESS WHEREOF, the County and Contractor agree that this contract is effective from January 1, 2022 to December 31, 2022.

COUNTY OF AITKIN
STATE OF MINNESOTA

DocuSigned by:
BY: Cynthia Bennett
Director, Aitkin County Health and Human Services

BY: _____
Chairperson
Aitkin County Board of Commissioners

DATED: 12/30/2021

DATED: _____

NORTHLAND COUNSELING CENTER

Approved as to Form and Execution

DocuSigned by:
BY: Chris Jenkins
Northland Counseling Center

BY: _____
Aitkin County Attorney

DATED: 12/30/2021

DATED: _____

Attachment A

Aitkin Clubhouse for Mental Health Wellness

Location: The Birchstreet Center
20 3rd Street NE
Aitkin, MN 56431

Hours of Operation: 10am-2pm Monday, Tuesday, Wednesday

Focus of the Clubhouse – To meet other people with life experience with mental health seeking mental health understanding and recovery.

To be offered:

- Mental health recovery groups
- Educational groups
- Community Volunteering
- Experiential activities and events
- Community integration experiences
- Employment services / job search services
- Limited – Transportation

Cooperative solutions for future funding will be developed through joint collaboration of Northland Counseling Center, Region V+, and Aitkin County Health & Human Services. Plan would include starting with a Social Clubhouse with supportive services. Services will be offered regardless of agency service affiliation.

Cost & Delivery of Purchased Services- SSIS Service Agreement Date Span 1/1/2022-12/31/2022 total of \$30,000 for entire span or \$2500 for 12 months. (For ACHHS purposes, \$8710 will be pulled from CSP Grant and \$21,290 from Aitkin County AMHI dollars to equal \$30,000 for 2022 annual support for Clubhouse.)



AITKIN COUNTY HEALTH & HUMAN SERVICES

204 First Street NW
Aitkin, MN 56431

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

Contract

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

Objective

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

Opportunity

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

Existing or New Contract

Existing contract in place

Changes to Existing Contract

Date and dollar amounts.

- Date are on page 1, first paragraph & page 13, signature page.
- Dollar Amounts are on page 3, Section II.B.

Timeline for Execution

1/1/2022 – 12/31/2022

Conclusion

Seeking board approval for this contract

“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 the **AITKIN COUNTY HEALTH & HUMAN SERVICES**, 204 1st Street NW, Aitkin, Minnesota 56431, hereafter referred to as the County and **NORTHEAST MINNESOTA OFFICE OF JOB TRAINING**, P.O. Box 1028, 820 North 9th Street, Virginia, Minnesota 55792, hereafter referred to as the Contractor; enter into this agreement for the period from January 1, 2022, to December 31, 2022.

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

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

WHEREAS, the County wishes to purchase MFIP Employment and Training and DWP 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. MFIP Program:

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

B. Diversionary Work Program (DWP):

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

C. Family Stabilization Services (FSS):

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

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

II. COST AND DELIVERY OF PURCHASED SERVICES

- A. The County and the Contractor agree to monitor utilization and expenditures on a monthly basis. If expenditures are substantially above or below projection, County and the Contractor may consider modifications to the specified rates of payment.
- B. The County and the Contractor agree that total expenditures under this agreement combined with expenditures made to other Employment and Training Providers for the same services, may not exceed the total County allocation of \$68,418.01 in State and Federal funds made to the County for this purpose. (\$64,496.58 allocated for MFIP and \$3,921.43 allocated for DWP).
- C. The Contractor shall provide this service in the contractor's office or in a secure virtual setting at the discretion of the County.

III. ELIGIBILITY FOR SERVICES

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

IV. PAYMENT PROCESS

- A. The County's obligation to make payment hereunder is subject to review by the County to insure that payment is for a referred individual and has not previously been made. Said review shall be the final determination of the County's payment obligation. Nothing herein shall limit the rights of either party to collect from the other any sums improperly paid or improperly withheld.
- B. Payment for MFIP services provided shall be made according to procedures outlined in Exhibit A.
- C. The County's obligation to make payment for MFIP services hereunder is

subject to audit by the County or its duly authorized designee and said audit shall be the final determination of the County's payment obligation.

- D. The Contractor will promptly reimburse to the County any payments for MFIP received in excess of required payments hereunder.
- E. For MFIP, the County shall not be obligated to honor claims for, nor shall the Contractor claim for, any services furnished or costs incurred by the Contractor which are not specifically provided for hereunder or requested by the County in writing during the term of this Agreement.

V. AUDIT AND RECORD DISCLOSURE

- A. The Contractor shall provide the County with the reports and comply with the audit and record requirements specified in Exhibit A under Audit and Record Disclosures.
- 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)

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. 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.

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 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.

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

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 Northeast Minnesota Office of Job Training, 820 North 9th Street, PO Box 1028, Virginia, Minnesota 55792 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.

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.

XX. MAINTENANCE OF EFFORT AND EXPANSION OF SERVICES

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

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

**CONTRACTOR
Northeast MN Office of Job Training**

DocuSigned by:
Kevin Adee
F51DBA595A2F4C8...
Chairman – Board of Directors
Kevin L Adee

12/28/2021
Date

Printed Name of Signer
DocuSigned by:
Marie Domiano
37DE6F5A1E0042C...
Executive Director

12/28/2021
Date

Marie Domiano
Printed Name of Signer

**AITKIN COUNTY BOARD
Of COMMISSIONERS**

Chairperson

Printed Name of Signer

Date

**AITKIN COUNTY HEALTH & HUMAN
SERVICES DEPARTMENT**

DocuSigned by:
Cynthia Bennett
4AEC4ED6D87845F...
Cynthia Bennett
Director

12/28/2021
Date

APPROVED AS TO FORM AND EXECUTION

James Ratz
Aitkin County Attorney

Date



AITKIN COUNTY HEALTH & HUMAN SERVICES

204 First Street NW
Aitkin, MN 56431

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

IMPLEMENTATION PROCEDURES

I. METHODS OF DETERMINING ELIGIBILITY

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

II. METHOD OF PAYMENT AUTHORIZATION

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

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

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

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

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

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

3. Initial Assessment - assess the job seeker's ability to obtain and retain employment
 4. Job Support Plan - specify job search activities
 5. Secondary Assessment - completed for participants who have barriers to employment
 6. Employment Plan - participant's overall employment goal and steps needed to achieve the goal
 7. Job Readiness Activities - help participants be familiar with general work place expectations
 8. Job placement - job development and job placement activities by the Contractor
 9. On-the-Job Training - agreement with the Contractor and the employer for client training needed for employment
 10. Grant Diversion - provides subsidies to employers as an incentive to hire participants
 11. Community Work Experience (CWEP) - enhance participant's employability through meaningful work experience
 12. Educational Activity - specific to the needs of the participant. This includes:
 - a. High school, GED classes
 - b. Basic and remedial education that will provide a person with a basic literacy level in order to fulfill an employment goal (basic education is instruction to provide these educational skills for the first time; remedial education involves repetition of such instruction previously given to the participant); and
 - c. Education in English proficiency for a person who is not sufficiently competent to speak, read, or write the English language to allow employment commensurate with his/her employability goal.
 - d. Post-secondary education – only on a very limited basis and with specific supporting documentation. Any education plan more than 12 months needs approval by the County agency.
- D. The following types of expenditures are explicitly recognized as administrative costs for MFIP Services, Community Work Experience Program, AFDC Grant Diversion and On-the-Job Training (administrative costs shall not exceed 7.5% of the total cost):
- All other administrative costs, including overhead expenditures, subsystem costs, personnel costs (salaries and benefits) for staff not directly providing component services to participants (such as second-line supervisors and above), personnel administration costs, costs for processing and managing the Injury Protection Program (IPP) including investigations, medical reports or evaluations and all other indirect costs;
- E. The Contractor shall submit a monthly invoice to the County by the 10th day of each month listing the number of MFIP participants in each service category as specified in 2 A, B, C, and D of the contract. The Contractor also will submit a

listing of the names of each MFIP participant by service category.

The Contractor shall submit a quarterly report to the County listing client related expenditures broken down as follows:

1. Client education
2. Transportation
3. Employment related
4. Other

F. The Contractor agrees to provide additional statistical reports to the County, or its representatives, as needed and/or requested.

III. AUDIT AND RECORD DISCLOSURE

A. The Contractor agrees that all monies received under this contract shall be expended for the services specified in the contract.

B. The Contractor agrees to submit to the County the information required to fulfill the terms of this Agreement and the information required by State law or policy.

C. The Contractor agrees to allow personnel of the County, the State Auditor and, if appropriate, the Minnesota Department of Economic Security, access to the Contractor's records at reasonable hours in order to exercise their right to audit the Contractor's records and to monitor services.

D. The Contractor agrees to maintain records at the Contractor's offices for six (6) years for audit purposes. The Contractor agrees to keep complete books and records according to generally accepted accounting principles which shall fully document receipt and expenditure of the payments received hereunder. The Contractor shall also keep such books and records as are required by the County to fulfill the County's reporting responsibility to the State and Federal governments.

E. The Contractor shall have an independent audit completed that complies with the requirements of OMB Circular A-133. The audit report shall be forwarded to County within 30 days following its completion.

IV. COMPLIANCE WITH INJURY PROTECTION PROGRAM (IPP) REQUIREMENTS

The Contractor agrees to comply with Minnesota Statutes 2003, 256J.68 injury protection for work experience participants. The Contractor shall perform all tasks necessary to implement IPP activities that relate to work site injury and subsequent referral of an injured participant to a medical provider for treatment of a possible work related injury or condition. The Contractor shall also conduct activities necessary to properly process and submit an IPP claim. All IPP claims, medical

provider bills, required forms and supporting documentation shall be forwarded to the county agency. Prior to assigning a participant to an unpaid work experience work site, the Contractor will ensure that the program participant will receive appropriate safety training and information required for this position and the work site is in compliance with Occupational Safety and Health Administration (OSHA) and the Minnesota Department of Labor and Industry Safety Standards.

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

- A. The Contractor will complete the following forms and route to all appropriate agencies, as specified by DHS and the County:
 - Participation Information and Medical Release Authorization
 - First Report of Injury
 - Participant Medical Referral and Medical Care Provider Information Letter
 - Participant Injury Status Report
 - Participant Claim Form
- B. The Contractor shall be responsible for providing participant safety training and information to all CWEP participants.
- C. The Contractor shall be responsible for work site safety standard compliance check based on OSHA requirements for all CWEP work sites.



AITKIN COUNTY HEALTH & HUMAN SERVICES

204 First Street NW
Aitkin, MN 56431

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

METHOD OF SERVICE DELIVERY

MFIP EMPLOYMENT SERVICES

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

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

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

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

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

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

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

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

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

EMPLOYMENT PLAN: includes the employment goal; activities and time frame

“This institution is an equal opportunity provider.”

necessary to achieve the goal; outline activity for continued job search, ESL, GED, work experience, OJT short term training. All post-secondary education plans need to be approved by the County.

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

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

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

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

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

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

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

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

These services shall be provided in a manner that complies with the Employment and

Training Program Sections of the current Local Service Unit Plan for Aitkin County and State Policy as specified in relevant DHS/DES Instructional Bulletins.

SCOPE OF SERVICES

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

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

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

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

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

INFORMATION PRIVACY AND SECURITY

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

- Private data (as defined in Minnesota Statutes § 13.02, subd. 12), confidential data (as defined in Minn. Stat. § 13.02, subd. 3), welfare data (as governed by Minn. Stat. § 13.46), medical data (as governed by Minn. Stat. § 13.384), and other non-public data governed by other sections in the Minnesota Government Data Practices Act (MGDPA), Minn. Stats. Chapter 13;
- Health records (as governed by the Minnesota Health Records Act [Minn. Stat. §§ 144.291-144.298]);
- Chemical health records (as governed by 42 U.S.C. § 290dd-2 and 42 C.F.R. § 2.1 to § 2.67);
- Protected health information ("PHI") (as defined in and governed by the Health Insurance Portability Accountability Act ["HIPAA"], 45 C.F.R. § 160.103);

- Electronic Health Records (as governed by Health Information Technology for Economic and Clinical Health Act (HITECH), 42 USC 201 note, 42 USC 17921(5)); and
- Other data subject to applicable state and federal statutes, rules, and regulations affecting the collection, storage, use, or dissemination of private or confidential information.

DUTIES RELATING TO PROTECTION OF INFORMATION

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

Use of Information. The Contractor shall:

- Not use or further disclose protected information created, collected, received, stored, used, maintained, or disseminated in the course or performance of this Agreement other than as permitted or required by this Agreement or as required by law, either during the period of this Agreement or hereafter.
- Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the protected information by its employees, subcontractors and agents other than as provided for by this Agreement. This includes, but is not limited to, having implemented administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic protected health information at rest and in transit that it creates, receives, maintains, or transmits on behalf of DHS.
- Report to DHS any privacy or security incident regarding the information of

which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410. For purposes of this Agreement, “Security incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. “Privacy incident” means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to DHS not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the PHI used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as DHS may reasonably request.

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

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

- A. Make available PHI in accordance with 45 C.F.R. § 164.524.

- B. Make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 C.F.R. § 164.526.
- C. Comply with the limited disclosure rules set forth in the HITECH Act, HIPAA, and the MGDPA. To the extent possible, disclosures should be in a limited data set, which is largely information with the patients' identifying information removed, "to the extent practicable." Pertinent identifiers include, name and social security number; street address, e-mail address, telephone and fax numbers; certificate/license numbers; vehicle identifiers and serial numbers; URLs and IP addresses; full face photos and any other comparable images; or medical record numbers, health plan beneficiary numbers, and other account numbers. If a limited data set is not feasible, or does not meet the use or disclosure, minimum necessary should be applied. The collection, creation, use, maintenance, and disclosure of protected information shall be limited to "that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government." See, respectively, 45 C.F.R. §§ 164.514, 45 C.F.R. §§ 164.502(b) and 164.514(d), and Minn. Stat. § 13.05 subd. 3.
- D. Make its internal practices, books, records, policies, procedures, and documentation relating to the use, disclosure, and/or security of PHI available to DHS and/or the Secretary of the United States Department of Health and Human Services (HHS) for purposes of determining compliance with the Privacy Rule and Security Standards, subject to attorney-client and other applicable legal privileges.
- E. Comply with any and all other applicable provisions of the HIPAA Privacy Rule, Administrative, and Security Standards, including future amendments thereto. Develop written policies and procedures for safeguarding and securing PHI and complying with HIPAA and the HITECH Act, and other privacy laws. Designate a privacy official to be responsible for the development and implementation of its policies and procedures as required by 45 C.F.R. Part 164, Subpart E.
- F. To the extent the Contractor is to carry out one or more of DHS' obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to DHS in the performance of such obligation(s).

DHS Use of Information. DHS shall:

- A. Only release information which it is authorized by law or regulation to share with the Contractor.
- B. Obtain any required consents, authorizations, or other permissions that may be necessary for it to share information with the Contractor.
- C. Notify the Contractor of limitations, restrictions, changes, or revocation of permission by an individual to use or disclose protected information, to the extent that such limitations, restrictions, changes or revocation may affect the Contractor's use or disclosure of protected information.

D. Not request the Contractor to use or disclose protected information in any manner that would not be permitted under law if done by DHS.

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

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

Sanctions. In addition to acknowledging and accepting the terms set forth in Clause 8, "Liability." Relating to liability, the parties acknowledge that violation of the laws and protections described above could result in limitations being placed on future access to protected information, in investigation and imposition of sanctions by the U.S. Department of Health and Human Services, Office for Civil Rights, and/or in civil and criminal penalties.

Consolidated MFIP Support Services Grant 2022 Allocation

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

BONUS: -

MFIP Employment Services:

Original

12 Month Allocation	113,000.00
Administration	15,969.90
	<hr/>
	128,969.90

Per Service Provider 64,484.95

Qtrly Payments per Contractor=
16,121.23

DWP Employment Services:

12 Month Allocation 15,962.10

Per Service Provider 7,981.05

Qtrly Payments per Contractor=
1,995.26

Crisis:

12 Month Allocation	30,000.00
plus Bonus	-

County Administration:

12 Month Allocation 38,000.00

212,932.00