



Health & Human Services Agenda Request

1E
Agenda Item #

Requested Meeting Date: May 23, 2023

Title of Item: Approval of Guardianship and Conservatorship Services Contract

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
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Submitted by: Paula Arimborgo	Department: H&HS Administration
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Presenter (Name and Title): Sarah Pratt, Director	Estimated Time Needed: 1-2 min
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Summary of Issue:
Request approval of Aitkin County Health & Human Services Contract with Resource Training and Solutions, a Minnesota Cooperative, to provide Guardianship and Conservatorship Services to vulnerable adults in Aitkin County.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:

Financial Impact:
 Is there a cost associated with this request? Yes No
 What is the total cost, with tax and shipping? \$
 Is this budgeted? Yes No *Please Explain:*



AITKIN COUNTY HEALTH & HUMAN SERVICES

204 First Street NW
Aitkin, MN 56431

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

Contract

Resources Training Solutions to provide professional guardianship and conservatorship services.

Objective

Resource Training Solutions will provide professional guardianship and conservatorship services to those in need, who are Aitkin County Financial Responsibility, and no other alternatives are available.

Opportunity

Resource Training Solutions will provide professional guardianship and conservatorship services to vulnerable adults who are in need of substitute decision making and are Aitkin County Financial Responsibility. The need for guardianship and conservatorship is reviewed on an annual basis.

Existing or New Contract

This contract is a new contract.

Changes to Existing Contract

Not applicable.

Timeline for Execution

June 1, 2023 to December 31, 2023

Conclusion

ACHHS is seeking approval of this contract.

“This institution is an equal opportunity provider.”



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PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT between **AITKIN COUNTY HEALTH & HUMAN SERVICES**, 204 – 1st Street NW, Aitkin, Minnesota 56431, hereafter referred to as the County and **RESOURCE TRAINING AND SOLUTIONS**, a Minnesota Cooperative, 137 23rd Street South, Suite 201, Sartell, MN 56377, hereafter referred to as Provider; enter into this agreement for the period from June 1, 2023, to December 31, 2023.

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

WHEREAS, the Provider is willing and able to provide guardianship services and conservatorship services to vulnerable adults in accordance with Minnesota law; and

WHEREAS, Minnesota law allows counties to hire third parties for the performance of such services and for the reimbursement of such services; and

WHEREAS, pursuant to Minnesota Law the County wishes to purchase such services from the Provider;

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

I. SERVICES TO BE PROVIDED OR PURCHASED

- A. Provider agrees to perform the “Services” as set forth in Exhibit A, which is attached hereto and incorporated herein, upon behalf of the County, during the Term (as defined below) of this Agreement.

II. TERM

- A. The term of this Agreement shall be from June 1, 2023 through December 31, 2023 (“Term”).
- B. Either party may terminate this Agreement as set forth herein. Any termination prior to the end of the Term shall not relieve the County from paying to the Provider all monies due and owing under this Agreement.

“This institution is an equal opportunity provider.”

III. COST AND DELIVERY OF PURCHASED SERVICES

- A. The County shall pay to Provider \$224.24 per month per client for whom Services are performed hereunder during the first year (2023) of the Term with an inflationary increase of the greater of 2.5% or annual CPI for calendar years. In addition, the County shall reimburse Provider for all reasonable costs incurred in providing the Services, including but not limited to mileage reimbursement.
- B. The Provider shall provide the Services in the community or home of the client, at the Provider's office, or in a secure virtual setting, as is necessary. In the event the client is in need of additional care that is not part of the Services, then in such event Provider and County shall work together in good faith to determine what that additional care is needed and the compensation owed to Provider for performing such additional care.

IV. ELIGIBILITY FOR SERVICES

- A. The County shall be wholly responsible for determining the eligibility of Services for any client hereunder. The County shall then notify the Provider of any client that is eligible for Services.

V. PAYMENT PROCESS

- A. The Provider shall invoice the County for the Services provided hereunder.
- B. The County shall pay unto the Provider the amounts invoiced no later than thirty (30) days after receipt of said invoice.

VI. AUDIT AND RECORD DISCLOSURE

- A. The Provider shall keep and maintain all reasonably necessary records and documentation to perform the Services hereunder. This includes, but is not limited to, maintaining all records as may be required by the Minnesota Department of Human Services or any other proper regulating authority.
- B. The Provider agrees to comply with any relevant and legally binding monitoring requirements of the Minnesota Department of Human Services or any other proper regulating authority.
- C. The Provider agrees to reasonably work with the County in ensuring compliance with these provisions.

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

- B. Provider acknowledges that in the performance of the Services hereunder, Provider shall be provided with or otherwise obtain information or data regarding each client that may include sensitive medical, financial, or other similar information. Provider agrees to treat such information and data as confidential, and agrees to comply with any state or federal law regarding the handling of such information.
- C. The Provider agrees to comply in all respects with the Minnesota Government Data Practices Act, Minnesota Statute Section 13.01-.48, and The Provider further agrees to comply with any requests of the County which are necessitated by the County's obligations under said Act.
- D. 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.

VIII. 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.

IX. EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS CLAUSE

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

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

XI. BONDING, INDEMNITY, AND INSURANCE CLAUSE

A. BONDING: The Provider will obtain and maintain at all times during the term of this Agreement, a fidelity bond covering the activities of its personnel authorized to receive or distribute monies in the amount of **\$50,000**.

B. INDEMNITY: The Provider agrees it shall defend, indemnify, and hold harmless the 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 Provider's performance or failure to adequately perform its obligations pursuant to this Purchase of Service Agreement.

C. INSURANCE: The following insurance must be maintained for the duration of this Agreement. A Certificate of Insurance for each policy must be on file with the County within ten (10) days of execution of this contract and before commencement of any work under this Agreement. Each certificate must include a thirty (30) day notice of cancellation, non-renewal, or material change to all named and additional insureds.

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 Agreement not in compliance with these requirements and retains all right thereafter to pursue any legal remedies against the Provider.
- E. AUDIT: (When Applicable) The Provider 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.

XII. 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 Agreement, The Provider 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 Provider 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).

XIII. 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 Provider in regard to the terms of this agreement to determine whether such performance merits renewal of this agreement.
- B. This agreement may be canceled by either party at any time, with or without cause, upon 30 days' notice, in writing, delivered by mail or person.
- C. Any alterations, variations, modifications, or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement.
- D. No claim for Services furnished by the Provider, not specifically provided in the agreement, will be allowed by the County, nor shall the Provider do any work or furnish any material not covered by the agreement unless this is approved in writing by the County. Such approval shall be considered to be a modification of the agreement.
- E. If the County determines that funds are not being administered in accordance with the approved plan and budget, they may be withdrawn after reasonable notice to the Provider. It is understood and agreed that the parties do not anticipate that the Provider will administer funds as a result of this agreement.

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

XIV. SUBCONTRACTING AND ASSIGNMENT

- A. The Provider 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 Provider shall be responsible for the performance of any subcontractor.
- C. The Provider must ensure that any and all subcontracts to provide Services under this Agreement must contain the following language:
 - 1. The subcontractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as a third-party beneficiary, is an affected party under this contract. The subcontractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or may sue the provider for any appropriate relief in law or 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 provider reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision must not be construed to limit the rights of any party to a contract or any other third-party beneficiary, nor must it be construed as a waiver of immunity under the Eleventh Amendment to the United States constitution or any other waiver or immunity.
 - 2. The Provider agrees to be responsible for the performance of any subcontractor to ensure compliance to the subcontract and Minnesota Rules, part 9525.1870, subpart 3.

XV. INDEPENDENT CONTRACTOR

- A. The Provider 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 Provider to be an employee or agent of the County. The Provider, 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 Provider, its officers, employees, or agents as the agent, representative or employee of the County for any purpose or in any manner, whatsoever.

XVI. PROVIDER STANDARDS AND LICENSES

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

XVII. NONCOMPLIANCE

- A. If the Provider fails to comply with the provisions of this Agreement, 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 Agreement 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.

XVIII. COMPLIANCE WITH THE CLEAN AIR ACT

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

XIX. 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 Resource Training and Solutions, a Minnesota Cooperative, 137 23rd Street South, Suite 201, Sartell, MN 56377 on behalf of the Provider.
- B. In the event of default by either party, the non-defaulting party may cancel this Agreement immediately by sending written notice of cancellation to the defaulting party at its principal business address, notwithstanding the provisions of Paragraph XVI.A above. The failure of the defaulting party, including the failure of any employee of the defaulting party, to abide by any of the terms, conditions or requirements expressed in this Agreement shall constitute a default if not corrected within ten (10) days of receipt of written notice of deficiency from the County.
- C. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of the County upon resolution of the County.
- D. If either party wishes to terminate this service agreement at the end of its initial term, that party must give the other party prior written notice of intent to terminate at least 60 days prior to expiration of this contract. If party wishing to terminate the service agreement fails to give timely notice to other party, the service agreement will automatically renew for another calendar year, with services provided at the hourly rate stated in this agreement.

XX. SINGLE INSTRUMENT, LEGALITY

- A. It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Provider and 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.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the COUNTY and the PROVIDER agree that this agreement is effective from January 1, 2023 to December 31, 2023.

BY: _____

Chairperson
Aitkin County Board of Commissioners

DATED: _____

BY: _____

Director
Aitkin County Health & Human Services

DATED: _____

BY: _____

Program Manager
Resource Training and Solutions

DATED: _____

APPROVED AS TO FORM AND EXECUTION

BY: _____

James Ratz
Aitkin County Attorney

DATED: _____

Exhibit A

“Services,” as defined in the Agreement, shall include the following:

- The Provider shall fulfill all court related guardianship and/or conservatorship responsibilities and provide all required legal notices to the court and individual for whom they are providing services, including but not limited to: the annual well-being report (guardianship) or annual account of assets (conservatorship) for each client it serves and file it with the court.
- Provider shall conduct “face to face” contact with each client at least every 6 months.
- Provider shall communicate with each client via telephone or electronic communication at least monthly.
- Provider shall return all calls or emails from each client promptly.
- Provider shall assist client to attain needed services to enhance their well-being and life circumstance, including but not limited to securing sale permanent housing, ensure finances are appropriately monitored, ensuring medical needs are addressed, ensuring personal needs are met, and the like.
- Provider shall have a plan in place to respond to emergency needs of the client, such as urgent medical appointments or hospitalizations.
- Provider shall coordinate Limited English Proficiency (LEP) and sign language interpreter services as needed to ensure quality communication.
- Provider shall assist client with timely completion of benefit renewal paperwork.
- Provider shall attend county assessments (MnCHOICES, etc.).
- Provider shall attend team meetings and service planning meetings.
- Provider shall attend all civil and probate court hearings.
- Provider shall provide all required reports and documentation to the Court, including but not limited to all required guardianship and/or conservatorship documents.
- Provider shall reasonably ensure guardianship and conservatorship services will improve the overall quality of life for clients and encourage clients to exercise all rights that are not restricted by court order.
- Provider shall accept referrals from the County up to maximum capacity unless the Provider and the County reasonably agree it would be detrimental for the person being provided services.
- Provider shall document all client contacts in the client’s case file.
- Provider shall review its client roster at least once per quarter to determine if a client is eligible for restoration.
- Provider shall work on a plan for restoration for a client who is eligible.
- Provider shall accurately and timely report all vulnerable adult and child protection concerns.
- Provider shall report the death of an individual served to the State Ombudsman.
- Provider shall make every reasonable effort to provide services in a universally accessible, multi-cultural and/or multi-lingual manner to persons of diverse populations.
- Provider shall utilize interpreter services anytime they work with an individual who has demonstrated the need for such services to ensure informed consent and ethical

information sharing is maintained.

- Provider shall, unless otherwise specified, secure all fees, charges, duties, certifications, and other requirements necessary for the execution and completion of this Agreement.
- Provider shall have policies and procedures for quality assurance, monitoring, and audit processes in place and be willing and available to respond to any compliance request made by the County.

The Provider must petition the Court and receipt Court approval for any changes to services to a new provider as well as temporary delegation of guardianship power to another guardian during leaves of absence. The Provider agrees to communicate all petitions for changes in status to the County. If the status change is approved, the Provider must ensure new provider has access to all client information and accounts. The Provider will assure that services rendered hereunder are provided in compliance with all state and federal laws pertaining to the provision of guardianship and/or conservatorship services including but not limited MN Statute 524.5-101 to 524.5-502, MN Statute 626.557, and MN Statute 245.94 Subd. 2 Office of the Ombudsman for Mental Health, Mandatory Reporting.