

**AITKIN COUNTY HEALTH & HUMAN SERVICES
BOARD MEETING AGENDA
December 20, 2016**

- 9:05 A.M.**
- I. Attendance**
 - II. Approval of Health & Human Services Board Agenda**
 - III. Review November 22, 2016 Health & Human Service Board Minutes**
 - IV. Review Bills**
 - V. General/Miscellaneous Information**
 - A. Approve appointment of new applicants** to the Health & Human Services Advisory Committee as follows (2017 Composition of Membership attached):
 - 1. Kevin Insley, Aitkin - Comm. Dist. #1
 - 2. Shirley Scharrer, Aitkin - Comm. Dist. #2
 - 3. Penny Olson, McGregor - Comm. Dist. #4
 - 4. Lynette Maas, McGregor - Comm. Dist. #4
 - 5. Jon Moen, Social Worker - AFSCME Representative
 - B. Approve re-appointment of current members** to the Health & Human Services Advisory Committee as follows:
 - 1. Marlene Abear, Aitkin - Comm. Dist. #1
 - 2. Amanda Voller, Aitkin - Comm. Dist. #2
 - 3. Roberta Elvecrog, Aitkin - Comm. Dist. #3
 - 4. Robert Marcum, McGregor - Comm. Dist. #3
 - 5. Beverly Mensing, McGrath - Comm. Dist. #3
 - 6. Holly Bray, Palisade - Comm. Dist. #5
 - VI. Contracts/Agreements**
 - A. Letter of Agreement/Medical Management of Vaccine Reactions/Annual Provider Enrollment Agreement between Dr. Mark Heggem at Riverwood HealthCare Center and ACHHS for the period January 1, 2017 through December 31, 2017.**
 - B. Ambulance Service Contracts for the period January 1, 2017 through December 31, 2017 between Aitkin County Health & Human Services and:**
 - 1. McGregor Area Ambulance Service, McGregor
 - 2. Meds-1 Ambulance Service, Grand Rapids
 - 3. Mille Lacs Health System, Onamia
 - 4. North Memorial Medical Transportation, Brainerd
 - C. Purchase of Service Agreements between Aitkin County Health & Human Services and:**
 - 1. Compass Counseling Partners, Nisswa, for the period January 1, 2017 through December 31, 2017
 - 2. Tetreault Psychological Services for the period January 1, 2017 through December 31, 2017
 - 3. CORE Professional Services, Brainerd, for the period January 1, 2017 through December 31, 2017

**AITKIN COUNTY HEALTH & HUMAN SERVICES
BOARD MEETING MINUTES
November 22, 2016**

I. Attendance

The Aitkin County Board of Commissioners met this 22nd day of November, 2016, at 9:05 a.m. as the Aitkin County Health & Human Services Board, with the following members present: Chairperson Commissioner Mark Wedel; Commissioners, Brian Napstad, Anne Marcotte, Don Niemi and Laurie Westerlund, and others present included: Interim County Administrator Patrick Wussow; H&HS Staff Kathy Ryan, Fiscal Supervisor; Jessi Goble, Financial Services Supervisor; Jessi Schultz, Social Service Supervisor; Erin Melz, Public Health Supervisor; Julie Lueck, Clerk to the Health & Human Services Board; and guests; Adam Hoogenakker, Aitkin Independent Age; and Joy Janzen and Roberta Elvecrog, H&HS Advisory Committee Members; Bill Pratt, Bob Harwarth, and Mike Hagen, Citizens.

II. Approval of Health & Human Services Board Agenda

Motion by Commissioner Westerlund, seconded by Commissioner Niemi, and carried; the vote was to approve the Agenda.

III. Review October 25, 2016 Health & Human Service Board Minutes

Motion by Commissioner Westerlund, seconded by Commissioner Napstad, and carried; the vote was to approve the Minutes of the October 25, 2016 Health & Human Services Board Meeting.

IV. Review Bills

Motion by Commissioner Napstad, seconded by Commissioner Marcotte, and carried; the vote was to approve the Bills.

V. General/Miscellaneous Information

A. Preliminary Request for Out-of-State travel in the spring of 2017 for Liz Short while serving as the WIC Advisory Group Chair to attend the Annual NWA (National WIC Association) Conference tentatively to be held in Philadelphia. *Motion by Commissioner Westerlund, seconded by Commissioner Napstad, and carried, the vote was to approve the Preliminary Request for Out-of-State travel in the spring of 2017 for Liz Short while serving as the WIC Advisory Group Chair to attend the Annual NWA (National WIC Association) Conference tentatively to be held in Philadelphia.*

VI. Contracts/Agreements

A. WIC Agreement - Malmo Bethesda Lutheran Church and ACH&HS to provide space to administer the WIC program for the period January 1, 2017 through December 31, 2017. *Motion by Commissioner Marcotte, seconded by Commissioner Westerlund, and carried; the vote was to approve the WIC Agreement - Malmo Bethesda Lutheran Church and ACH&HS to provide space to administer the WIC program for the period January 1, 2017 through December 31, 2017.*

B. Service Agreement & Purchase of Service Agreement between Lakes & Pine CAC and Aitkin County H&HS to purchase Family Resource Specialist Services for the period December 1, 2016 to December 31, 2017. *Motion by Commissioner Marcotte, seconded by Commissioner Napstad, and carried; the vote was to approve the Service Agreement & Purchase of Service Agreement between Lakes & Pine CAC and Aitkin County H&HS to purchase Family Resource Specialist Services for the period December 1, 2016 to December 31, 2017.*

VII. Administrative Reports:

- A. **Financial Reports** - Kathleen Ryan reviewed the Financial Report and then noted that we will not have the second half of the tax levy until December. We are right on track with the budget.

VIII. Committee Reports from Commissioners

- A. **H&HS Advisory Committee** – Commissioners Westerlund and/or Marcotte Committee Members attending today Roberta Elvecrog & Joy Janzen. Draft Copy of the November 2nd meeting minutes included in packet. Joy Janzen noted the members will be discussing the Committee Responsibilities at the December meeting. It was also noted that Cassie Conn gave a presentation on the WRAP Program.
- B. **AEOA Committee Update** – Commissioner Westerlund reported that she has already discussed the last AEOA meeting which was their Annual Meeting.
- C. **NEMOJT Committee Update** – Commissioner Napstad noted there has not been a meeting.
- D. **CJI (Children’s Justice Initiative)** – Commissioner Westerlund / Jessi Schultz noted that they had a very short CJI meeting and focused on a farewell party for Judge Solien's retirement.
- E. **Lakes & Pines Update** – Commissioner Niemi noted they met yesterday and received a presentation on HeadStart. Additional discussion pertaining to funds for the heating assistance, that 75% of what was spent last year will be awarded this year, that Lakes & Pines applications are on the website and folks will need their last 3 months of income/assets and it is on a first come first serve basis. The actual amount awarded is unknown at this time. The cold weather rules applies from October 15 through April 15 for Natural Gas.

Additional topics discussed at this meeting included:

Commissioner Marcotte gave a "Community Garden Brochure" to Erin Melz to share with the new Public Health Educator, Hannah Colby.

Commissioner Niemi discussed the Lakes & Pines Solar Gardens Presentation.

An extended conversation relative to Joy Janzen's history with the county and various projects.

A discussion relative to the AMC Political Lobbying Agenda included:

- 1) Anoka
- 2) Pay for all out of home placements, not just ICWA
- 3) METS System (MNSURE) Healthcare Programs will be discussed next week in Carlton County at a meeting Jessica Goble will be attending.

IX. Break at 10:15 a.m. for 20 minutes

Next Meeting –December 20, 2016

Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor	Name	Accr	Rpt	Amount	Warrant Description	Service Dates	Invoice #	Account/Formula Description
No.	Account/Formula						Paid On Bhf #	On Behalf of Name
1	85003 Aitkin County DAC 05-400-440-0410-6231			7.81	PAPER SHREDDING	11/01/2016 11/29/2016	0	Services/Labor/Contracts
2	05-400-440-0410-6231			3.21	CLEANING	11/01/2016 11/29/2016	0	Services/Labor/Contracts
1	05-420-600-4800-6231			16.59	PAPER SHREDDING	11/01/2016 11/29/2016	0	Services/Labor/Contracts
2	05-420-600-4800-6231			6.83	CLEANING	11/01/2016 11/29/2016	0	Services/Labor/Contracts
1	05-430-700-4800-6231			24.40	PAPER SHREDDING	11/01/2016 11/29/2016	0	Services/Labor/Contracts
2	05-430-700-4800-6231			10.04	CLEANING	11/01/2016 11/29/2016	0	Services/Labor/Contracts
	85003 Aitkin County DAC			68.88	6 Transactions			
3	8239 Ameripride Linen & Apparel Services 05-400-440-0410-6422			5.63	CLEANING SUPPLIES	11/08/2016 11/08/2016	2200846542 0	Janitorial Services/Supplies
3	05-420-600-4800-6422			11.97	CLEANING SUPPLIES	11/08/2016 11/08/2016	2200846542 0	Janitorial Services/Supplies
3	05-430-700-4800-6422			17.61	CLEANING SUPPLIES	11/08/2016 11/08/2016	2200846542 0	Janitorial Services/Supplies
	8239 Ameripride Linen & Apparel Services			35.21	3 Transactions			
4	12106 Antoine Electric 05-400-440-0410-6231			18.50	REPAIR BREAK RM LIGHT FIXTURE	11/18/2016 11/18/2016	16174 0	Services/Labor/Contracts
4	05-420-600-4800-6231			39.33	REPAIR BREAK RM LIGHT FIXTURE	11/18/2016 11/18/2016	16174 0	Services/Labor/Contracts
4	05-430-700-4800-6231			57.84	REPAIR BREAK RM LIGHT FIXTURE	11/18/2016 11/18/2016	16174 0	Services/Labor/Contracts
	12106 Antoine Electric			115.67	3 Transactions			
5	10855 Culligan 05-400-440-0410-6301			21.62	COOLER RENTAL SERVICE	12/01/2016 12/31/2016	150-10016285-1 0	Equipment Lease/Space Rental
5	05-420-600-4800-6301			45.93	COOLER RENTAL SERVICE	12/01/2016 12/31/2016	150-10016285-1 0	Equipment Lease/Space Rental

Aitkin County



CJG1
12/16/16 1:05PM
Health & Human Services

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor	Name	Accr	Rpt	Amount	Warrant Description	Service Dates	Invoice #	Account/Formula Description
No.	Account/Formula						Paid On Bhf #	On Behalf of Name
5	05-430-700-4800-6301			67.55	COOLER RENTAL SERVICE	12/01/2016 12/31/2016	150-10016285-1	Equipment Lease/Space Rental
10855	Culligan			135.10	3 Transactions		0	
6	05-400-440-0410-6422			22.69	TOWELS	12/14/2016 12/14/2016	3111742	Janitorial Services/Supplies
88628	Dalco						0	
6	05-420-600-4800-6422			48.21	TOWELS	12/14/2016 12/14/2016	3111742	Janitorial Services/Supplies
6	05-430-700-4800-6422			70.90	TOWELS	12/14/2016 12/14/2016	3111742	Janitorial Services/Supplies
88628	Dalco			141.80	3 Transactions		0	
7	05-400-440-0410-6630			639.20	REPLACE BOILER	11/30/2016 11/30/2016	13608	Miscellaneous-Capital Expense
7	05-420-600-4800-6630			1,358.30	REPLACE BOILER	11/30/2016 11/30/2016	13608	Miscellaneous-Capital Expense
7	05-430-700-4800-6630			1,997.50	REPLACE BOILER	11/30/2016 11/30/2016	13608	Miscellaneous-Capital Expense
14170	General Heating & Mechanical, Inc.			3,995.00	3 Transactions		0	
8	05-400-440-0410-6422			21.74	CLEANING / BATHROOM SUPPLIES	11/21/2016 11/21/2016	602325240	Janitorial Services/Supplies
2186	Hillyard Inc - Kansas City						0	
8	05-420-600-4800-6422			46.21	CLEANING / BATHROOM SUPPLIES	11/21/2016 11/21/2016	602325240	Janitorial Services/Supplies
8	05-430-700-4800-6422			67.95	CLEANING / BATHROOM SUPPLIES	11/21/2016 11/21/2016	602325240	Janitorial Services/Supplies
2186	Hillyard Inc - Kansas City			135.90	3 Transactions		0	
9	05-420-640-4800-6397			82.50	IVD GENETIC TEST 0015230168-02	11/09/2016 11/09/2016	53688135	Genetic Tests Iv-D
90182	Laboratory Corp Of America Holdings						0	
10	05-420-640-4800-6397			55.00	IVD GENETIC TEST 0014343061-03	10/25/2016 10/25/2016	53778687	Genetic Tests Iv-D
11	05-420-640-4800-6397			82.50	IVD GENETIC TEST 0014118984-01	11/29/2016 11/29/2016	53906587	Genetic Tests Iv-D
							0	

Aitkin County

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<u>No.</u> <u>Account/Formula</u>				<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
12	05-420-640-4800-6397		82.50	IVD GENETIC TEST 0014118984-01	53906588	Genetic Tests Iv-D
				11/29/2016 11/29/2016	0	
90182	Laboratory Corp Of America Holdings		302.50	4 Transactions		
89765	Minnesota Elevator, Inc					
13	05-400-440-0410-6300		26.44	ELEVATOR SERVICE - DEC '16	686585	Maintenance/Service Contracts
				12/01/2016 12/31/2016	0	
13	05-420-600-4800-6300		56.19	ELEVATOR SERVICE - DEC '16	686585	Maintenance/Service Contracts
				12/01/2016 12/31/2016	0	
13	05-430-700-4800-6300		82.64	ELEVATOR SERVICE - DEC '16	686585	Maintenance/Service Contracts
				12/01/2016 12/31/2016	0	
89765	Minnesota Elevator, Inc		165.27	3 Transactions		
14293	Minnesota Legal Process, LLC					
14	05-420-640-4800-6379		65.00	IVD SERVICE 0014017163-02	10/3/1273	Other Iv-D Charges
				12/06/2016 12/06/2016	0	
14293	Minnesota Legal Process, LLC		65.00	1 Transactions		
90318	Moore Medical Corp-LLC					
15	05-400-400-0402-6430		1,411.26	DP&C - MEDICAL SUPPLIES	99295914i	DP & C - Medical Supplies
				11/29/2016 11/29/2016	0	
16	05-400-410-0413-6430		13.41	WIC - MEDICAL SUPPLIES	99295914i	WIC - Medical Supplies
				11/29/2016 11/29/2016	0	
90318	Moore Medical Corp-LLC		1,424.67	2 Transactions		
13013	NEOPOST GREAT PLAINS					
17	05-400-440-0410-6405		44.00	INK CARTRIDGE -POSTAGE MACHINE	GPAS58773	Office Supplies
				11/29/2016 11/29/2016	0	
17	05-420-600-4800-6405		93.50	INK CARTRIDGE -POSTAGE MACHINE	GPAS58773	Office Supplies
				11/29/2016 11/29/2016	0	
17	05-430-700-4800-6405		137.50	INK CARTRIDGE -POSTAGE MACHINE	GPAS58773	Office Supplies
				11/29/2016 11/29/2016	0	
13013	NEOPOST GREAT PLAINS		275.00	3 Transactions		
3810	Paulbeck's County Market					
19	05-400-440-0410-6405		4.47	AGENCY SUPPLIES	004001181604	Office Supplies
				11/26/2016 11/26/2016	0	
18	05-400-440-0410-6405		5.23	AGENCY COFFEE	005000981711	Office Supplies

Aitkin County



Vendor No.	Name Account/Formula	Accr	Rpt	Amount	Warrant Description	Service Dates	Invoice #	Account/Formula Description
							Paid On Bhf #	On Behalf of Name
19	05-420-600-4800-6405			9.51	AGENCY SUPPLIES	11/09/2016 11/09/2016	004001181604	Office Supplies
							0	
18	05-420-600-4800-6405			11.14	AGENCY COFFEE	11/26/2016 11/26/2016	005000981711	Office Supplies
							0	
19	05-430-700-4800-6405			13.98	AGENCY SUPPLIES	11/09/2016 11/09/2016	004001181604	Office Supplies
							0	
18	05-430-700-4800-6405			16.38	AGENCY COFFEE	11/26/2016 11/26/2016	005000981711	Office Supplies
							0	
	.3810 Paulbeck's County Market			60.71	6 Transactions	11/09/2016 11/09/2016	0	
20	86177 Sheriff Aitkin County 05-420-640-4800-6270			50.00	IVD SERVICE 0011002483-04	11/28/2016 11/28/2016	C1600600	Aitkin Co Sheriff Fees Iv-D
							0	
	86177 Sheriff Aitkin County			50.00	1 Transactions			
21	86944 Sheriff Crow Wing County 05-420-640-4800-6379			75.00	IVD SERVICE 0014343061-03	11/28/2016 11/28/2016	3602	Other Iv-D Charges
							0	
	86944 Sheriff Crow Wing County			75.00	1 Transactions			
22	86401 Sheriff Isanti County 05-420-640-4800-6379			70.00	IVD SERVICE 0011311551-01	11/21/2016 11/21/2016	11804	Other Iv-D Charges
							0	
	86401 Sheriff Isanti County			70.00	1 Transactions			
23	86478 Sheriff Kanabec County 05-420-640-4800-6379			47.24	IVD SERVICE 0001501873-03	10/28/2016 10/28/2016	16-000440	Other Iv-D Charges
							0	
	86478 Sheriff Kanabec County			47.24	1 Transactions			
26	88859 Spee*Dee-St Cloud 05-400-440-0410-6231			10.24	PH SERVICE	10/31/2016 10/31/2016	3183358	Services/Labor/Contracts
							0	
24	05-420-600-4800-6231			393.09	IM SERVICE	10/31/2016 12/02/2016	3183358	Services/Labor/Contracts
							0	
25	05-430-700-4800-6231			4.90	SS SERVICE	10/31/2016 12/02/2016	3183358	Services/Labor/Contracts
							0	

Aitkin County

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<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
88859	Spee*Dee-St Cloud		408.23	3 Transactions	
86235	The Office Shop Inc				
30	05-400-440-0410-6405		12.60	AGENCY SUPPLIES 11/01/2016 11/01/2016	1014862-0 0 Office Supplies
31	05-400-440-0410-6405		1.68	AGENCY - PENS 11/03/2016 11/03/2016	1015053-0 0 Office Supplies
33	05-400-440-0410-6405		0.51	ACCTG - CALC RIBBON (SM) 11/08/2016 11/08/2016	1015221-0 0 Office Supplies
34	05-400-440-0410-6405		17.38	AGENCY - FAX TONER 11/09/2016 11/09/2016	1015347 0 Office Supplies
36	05-400-430-0403-6405		14.59	C&TC - LABELS 11/14/2016 11/14/2016	1015545-0 0 Office Supplies
35	05-400-440-0410-6405		6.31	AGENCY SUPPLIES 11/14/2016 11/14/2016	1015545-0 0 Office Supplies
37	05-400-440-0410-6405		1.04	ACCTG - CALC RIBBON (SM/CG) 11/16/2016 11/16/2016	1015746-0 0 Office Supplies
38	05-400-440-0410-6405		1.40	AGENCY - TAPE 11/16/2016 11/16/2016	1015746-0 0 Office Supplies
39	05-400-440-0410-6405		47.98	PH - LABELS 11/16/2016 11/16/2016	1015760-0 0 Office Supplies
40	05-400-440-0410-6405		3.83	AGENCY SUPPLIES 11/16/2016 11/16/2016	1015760-0 0 Office Supplies
41	05-400-440-0410-6405		13.35	ACCTG - PRINTER TONER (KR) 11/29/2016 11/29/2016	1016231-0 0 Office Supplies
43	05-400-440-0410-6450		33.95	OSS - CHAIR (BS) 11/29/2016 11/29/2016	1016248-0 0 Small Equipment: Telephones,Chairs, etc.
27	05-400-440-0410-6300		2,057.17	PH-COPIER CONTRAC IRC5255 11/25/2016 11/25/2016	289173-0 0 Maintenance/Service Contracts
29	05-400-440-0410-6405		0.91	AGENCY SUPPLIES 11/29/2016 11/29/2016	289257-0 0 Office Supplies
30	05-420-600-4800-6405		26.76	AGENCY SUPPLIES 11/01/2016 11/01/2016	1014862-0 0 Office Supplies
31	05-420-600-4800-6405		3.56	AGENCY - PENS 11/03/2016 11/03/2016	1015053-0 0 Office Supplies
32	05-420-640-4800-6405		30.79	CS - RECEIPT BOOK 11/03/2016 11/03/2016	1015053-0 0 Office Supplies
33	05-420-600-4800-6405		1.11	ACCTG - CALC RIBBON (SM) 11/08/2016 11/08/2016	1015221-0 0 Office Supplies

Aitkin County



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12/16/16 1:05PM
Health & Human Services

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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34	05-420-600-4800-6405			36.93	AGENCY - FAX TONER 11/09/2016 11/09/2016	1015347 0	Office Supplies
35	05-420-600-4800-6405			13.40	AGENCY SUPPLIES 11/14/2016 11/14/2016	1015545-0 0	Office Supplies
37	05-420-600-4800-6405			2.21	ACCTG - CALC RIBBON (SM/CG) 11/16/2016 11/16/2016	1015746-0 0	Office Supplies
38	05-420-600-4800-6405			2.99	AGENCY - TAPE 11/16/2016 11/16/2016	1015746-0 0	Office Supplies
40	05-420-600-4800-6405			8.16	AGENCY SUPPLIES 11/16/2016 11/16/2016	1015760-0 0	Office Supplies
41	05-420-600-4800-6405			28.37	ACCTG - PRINTER TONER (KR) 11/29/2016 11/29/2016	1016231-0 0	Office Supplies
42	05-420-600-4800-6450			195.29	IM - CHAIR (CH) 11/29/2016 11/29/2016	1016248-0 0	Small Equipment: Telephones,Chairs, etc.
43	05-420-600-4800-6450			72.14	OSS - CHAIR (BS) 11/29/2016 11/29/2016	1016248-0 0	Small Equipment: Telephones,Chairs, etc.
28	05-420-640-4800-6300			70.47	CS-COPIER CONTRACT IR4245 11/25/2016 11/25/2016	289173-0 0	Maintenance/Service Contracts
29	05-420-600-4800-6405			1.96	AGENCY SUPPLIES 11/29/2016 11/29/2016	289257-0 0	Office Supplies
30	05-430-700-4800-6405			39.36	AGENCY SUPPLIES 11/01/2016 11/01/2016	1014862-0 0	Office Supplies
31	05-430-700-4800-6405			5.24	AGENCY - PENS 11/03/2016 11/03/2016	1015053-0 0	Office Supplies
33	05-430-700-4800-6405			1.63	ACCTG - CALC RIBBON (SM) 11/08/2016 11/08/2016	1015221-0 0	Office Supplies
34	05-430-700-4800-6405			54.31	AGENCY - FAX TONER 11/09/2016 11/09/2016	1015347 0	Office Supplies
35	05-430-700-4800-6405			19.71	AGENCY SUPPLIES 11/14/2016 11/14/2016	1015545-0 0	Office Supplies
37	05-430-700-4800-6405			3.25	ACCTG - CALC RIBBON (SM/CG) 11/16/2016 11/16/2016	1015746-0 0	Office Supplies
38	05-430-700-4800-6405			4.40	AGENCY - TAPE 11/16/2016 11/16/2016	1015746-0 0	Office Supplies
40	05-430-700-4800-6405			12.00	AGENCY SUPPLIES 11/16/2016 11/16/2016	1015760-0 0	Office Supplies
41	05-430-700-4800-6405			41.72	ACCTG - PRINTER TONER (KR) 11/29/2016 11/29/2016	1016231-0 0	Office Supplies
43	05-430-700-4800-6450			106.10	OSS - CHAIR (BS)	1016248-0	Small Equipment: Telephones,Chairs, etc.

CJG1
 12/16/16 1:05PM
 Health & Human Services

Aitkin County



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<u>No. Account/Formula</u>	<u>Accr</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
<u>Amount</u>				
29 05-430-700-4800-6405		11/29/2016 11/29/2016	0	
	2.88	AGENCY SUPPLIES	289257-0	Office Supplies
86235 The Office Shop Inc		11/29/2016 11/29/2016	0	
	2,997.44	39 Transactions		
44 14197 United Process Servers of Minnesota 05-420-640-4800-6379		11/09/2016 11/12/2016	2864	Other Iv-D Charges
	100.00	IVD SERVICE 0014343061-03	0	
14197 United Process Servers of Minnesota		1 Transactions		
	100.00			
Final Total	10,668.62	20 Vendors	90 Transactions	

Aitkin County



Recap by Fund

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
5	10,668.62	Health & Human Services
All Funds	10,668.62	Total

Approved by.
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SLM1
 12/16/16 1:18PM
 Health & Human Services

Aitkin County

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



Vendor No.	Name Account/Formula	Accr	Rpt	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
12	88284 AITKIN CO RECORDER 05-430-710-3460-6065			45.00	Budgeting/Money Management - A 12/09/2016 12/09/2016	0	Self Funds - Adolescent Life Skills
24	05-430-710-3460-6065			45.00	Budgeting/Money Management - A 12/09/2016 12/09/2016	0	Self Funds - Adolescent Life Skills
	88284 AITKIN CO RECORDER			90.00	2 Transactions		
42	86222 AITKIN INDEPENDENT AGE 05-430-720-3020-6069			74.80	Child Care Advertising - Commu 11/16/2016 11/19/2016	0	Community Ed & Prevent/Advertising
	86222 AITKIN INDEPENDENT AGE			74.80	1 Transactions		
13	8125 BACKSTROM/MARILYN 05-430-750-3950-6020			70.00	Public guardianship 04/01/2016 04/30/2016	0	Public Guardianship Dd
14	05-430-750-3950-6020			35.00	Public guardianship 05/01/2016 05/31/2016	0	Public Guardianship Dd
15	05-430-750-3950-6020			17.50	Public guardianship 07/01/2016 07/03/2016	0	Public Guardianship Dd
16	05-430-750-3950-6020			70.00	Public guardianship 08/01/2016 08/31/2016	0	Public Guardianship Dd
17	05-430-750-3950-6020			17.50	Public guardianship 09/01/2016 09/30/2016	0	Public Guardianship Dd
18	05-430-750-3950-6020			26.25	Public guardianship 10/01/2016 11/30/2016	0	Public Guardianship Dd
	8125 BACKSTROM/MARILYN			236.25	6 Transactions		
20	9791 Bieganek/Joan M 05-430-760-3950-6020			105.00	Guardianship/Conservator Activ 11/01/2016 11/30/2016	0	Guardianship/Conservatorship
	9791 Bieganek/Joan M			105.00	1 Transactions		
36	14124 CASH WISE FOODS 05-430-710-3180-6057			15.39	Ensure for client - Health-Rel 11/22/2016 11/22/2016	0	Health Related Services- Foster Care
	14124 CASH WISE FOODS			15.39	1 Transactions		
	13351 DANIEL MARQUARDSEN THERAPY LLC						

Aitkin County



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Health & Human Services

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 3

Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name
34	05-430-745-3090-6050		275.00	Pre- Petition Screening/Hearing 11/30/2016 11/30/2016	0	Pre- Petition Screening/Hearing
13351	DANIEL MARQUARDSEN THERAPY LLC		275.00	1 Transactions		
46	11051 Department of Human Services 05-430-720-3110-6069		361.42	BSFE County Match Invoice #A30 11/01/2016 11/30/2016	0	Bsf Child Care
41	05-430-730-3590-6072		5,939.95	CCDTF Maintenance of Effort 09/01/2016 09/30/2016	0	Ccdtf County % State Billings
11051	Department of Human Services		6,301.37	2 Transactions		
35	10342 DHS- Anoka Metro Rtc 05-430-745-3721-6081		500.00	State- operated inpatient 01/01/2016 01/31/2016	0	Commitment Costs - Poor Relief
10342	DHS- Anoka Metro Rtc		500.00	1 Transactions		
6	91345 Elvecrog/Roberta C 05-430-750-3950-6020		43.75	Public guardianship 11/01/2016 11/30/2016	0	Public Guardianship Dd
7	05-430-750-3950-6020		105.00	Public guardianship 11/01/2016 11/30/2016	0	Public Guardianship Dd
8	05-430-760-3950-6020		70.00	Guardianship/Conservatorship 11/01/2016 11/30/2016	0	Guardianship/Conservatorship
19	05-430-760-3950-6020		105.00	Guardianship/Conservatorship 11/01/2016 11/30/2016	0	Guardianship/Conservatorship
29	05-430-760-3950-6020		70.00	Guardianship/Conservatorship 11/01/2016 11/30/2016	0	Guardianship/Conservatorship
91345	Elvecrog/Roberta C		393.75	5 Transactions		
37	13687 Family Assessment Services 05-430-745-3085-6020		125.00	Adult Outpatient Diagnostic As 11/30/2016 11/30/2016	0	Adult Outpat Diagnostic Assess/Psyc
38	05-430-745-3085-6020		60.00	Adult Outpatient Diagnostic As 11/30/2016 11/30/2016	0	Adult Outpat Diagnostic Assess/Psyc
13687	Family Assessment Services		185.00	2 Transactions		
30	11894 KINDRED FAMILY FOCUS - STANDARD 05-430-710-3890-6057		70.12	Respite Care		Respite Care- Foster Care

Aitkin County

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No. Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf # On Behalf of Name</u>
31 05-430-710-3890-6057		78.24	11/05/2016 11/06/2016	0 Respite Care- Foster Care
32 05-430-710-3890-6057		156.48	11/05/2016 11/06/2016	90943 Respite Care- Foster Care
33 05-430-710-3890-6057		140.24	11/23/2016 11/26/2016	90943 Respite Care- Foster Care
11894 KINDRED FAMILY FOCUS - STANDARD		445.08	11/23/2016 11/26/2016	0
6110 Lakes & Pines CAC, Inc			4 Transactions	
43 05-430-745-3025-6020		3,653.20	10/01/2016 10/31/2016	0 Family Resource Specialist - W COMMUNITY ED & PREVENTION
44 05-430-745-3025-6020		1,952.44	10/01/2016 10/31/2016	0 Family Resource Specialist - A COMMUNITY ED & PREVENTION
6110 Lakes & Pines CAC, Inc		5,605.64	2 Transactions	
1 11072 Lutheran Social Service Of Mn- St Paul		38.59	10/06/2016 10/12/2016	0 Public guardianship Public Guardianship Dd
11072 Lutheran Social Service Of Mn- St Paul		38.59	1 Transaction	
45 3639 Northland Counseling Ctr Inc		1,625.00	11/17/2016 11/22/2016	0 Detoxification (Category I) Detoxification - Grand Rapids
3639 Northland Counseling Ctr Inc		1,625.00	1 Transaction	
5 90748 Oakridge Homes Sils		437.32	11/02/2016 11/29/2016	0 Semi-Independent Living Serv Semi-Independent Living Serv (Sils)
23 05-430-750-3340-6073		546.65	11/01/2016 11/29/2016	0 Semi-Independent Living Serv Semi-Independent Living Serv (Sils)
90748 Oakridge Homes Sils		983.97	2 Transactions	
9 13490 Pierce/Kimberly Kay		30.00	11/09/2016 11/09/2016	0 Reimburse for fingerprinting - Family Foster Care
13490 Pierce/Kimberly Kay		30.00	1 Transaction	

Aitkin County

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



<u>Vendor Name</u>	<u>Accr</u>	<u>Rpt</u>	<u>Amount</u>	<u>Warrant Description</u>	<u>Service Dates</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No. Account/Formula</u>						<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
10 11629 Pierce/Marilyn			100.00	Child Respite Care	11/24/2016 11/25/2016	0	Child Mh Respite
11629 Pierce/Marilyn			100.00	1 Transactions			
11 9489 Redwood Toxicology Laboratory, Inc			25.00	Drug testing - Court-Related S	11/03/2016 11/03/2016	0	Court Related Services & Activities
27 05-430-710-3190-6020			6.75	Drug testing - Court-Related S	11/04/2016 11/04/2016	0	Court Related Services & Activities
28 05-430-710-3190-6020			50.00	Drug testing - Court-Related S	11/04/2016 11/04/2016	0	Court Related Services & Activities
39 05-430-710-3190-6020			6.75	Drug testing - Court-Related S	11/26/2016 11/26/2016	0	Court Related Services & Activities
40 05-430-710-3190-6020			35.50	Drug testing - Court-Related S	11/15/2016 11/26/2016	0	Court Related Services & Activities
9489 Redwood Toxicology Laboratory, Inc			124.00	5 Transactions			
2 88890 Scharrer/Shirley			70.00	Public Guardianship	10/01/2016 10/31/2016	0	Public Guardianship Dd
3 05-430-750-3950-6020			70.00	Public Guardianship	11/01/2016 11/30/2016	0	Public Guardianship Dd
21 05-430-750-3950-6020			70.00	Public guardianship	10/01/2016 10/31/2016	0	Public Guardianship Dd
22 05-430-750-3950-6020			70.00	Public guardianship	11/01/2016 11/30/2016	0	Public Guardianship Dd
25 05-430-750-3950-6020			70.00	Public guardianship	10/01/2016 10/31/2016	0	Public Guardianship Dd
26 05-430-750-3950-6020			70.00	Public guardianship	11/01/2016 11/30/2016	0	Public Guardianship Dd
88890 Scharrer/Shirley			420.00	6 Transactions			
4 9140 SIMAR/CANDACE			70.00	Guardianship/conservatorship	11/01/2016 11/30/2016	0	Guardianship/Conservatorship
9140 SIMAR/CANDACE			70.00	1 Transactions			

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Health & Human Services

Aitkin County

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No. Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u> <u>On Behalf of Name</u>
Final Total		17,618.84	20 Vendors	46 Transactions



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12/16/16 1:18PM
Health & Human Services

Aitkin County

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



<u>Recap by Fund</u>	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
	5	17,618.84	Health & Human Services
All Funds		17,618.84	Total

Approved by,

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AITKIN COUNTY HEALTH & HUMAN SERVICES

Advisory Committee

Application Form

V. - A. - 1.

NAME: KEVIN E INSLEY
(First) (MI) (Last)

ADDRESS: 230 1st AVE NE #30 HOME PHONE: _____

Aitkin, MN 56431 BUSINESS PHONE: _____

CELL PHONE: 218-330-9286

E-MAIL ADDRESS: KEVIN INSLEY@GMAIL.COM

EMPLOYER: _____ OCCUPATION: _____

EMPLOYER ADDRESS: _____

1. Please state your reason for applying: HEALTH & HUMAN SERVICES ADVISORY COMMITTEE

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

3. Are you able to attend meetings during the day? Yes No
Currently this committee meets at 3:30 p.m. on the first Wednesday of each month.

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

5. Would you be willing to serve a one-year or two-year term?
 One-year Two-year

Signature of Applicant: K E Insley Date: 12-2-16

PLEASE COMPLETE AND SUBMIT THIS APPLICATION TO:
Aitkin County Health & Human Services
Attention: Julie
204 - 1st Street NW
Aitkin, MN 56431

Questions? Call: 218-927-7200 or 1-800-328-3744

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

NAME OF AGENCY OR COMMITTEE YOU WISH TO SERVE ON:

Aitkin County Health & Human Services Advisory Committee

NAME OF APPLICANT: KEVIN INSLEY

STREET ADDRESS OF APPLICANT:

230 1st AVE NE # 301
AITKIN, MN 56431

PHONE NUMBERS:

DAYS 218-330-9286

EVENINGS _____

AITKIN COUNTY COMMISSIONER DISTRICT 1

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

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

Kevin Insley
Signature of Applicant

12-8-16
Date

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

Is this application submitted by appointing authority? Yes _____ No _____

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

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

For Office Use Only

Date Appointed: _____

Date of Term Expiration: _____

Term #: _____

AITKIN COUNTY HEALTH & HUMAN SERVICES

Advisory Committee

Application Form

V. - A. - 2.

NAME: Shirley E. Scharrer
(First) (MI) (Last)

ADDRESS: 37494 430th Place HOME PHONE: 218-927-6836

AITKIN, MN 56431 BUSINESS PHONE: —

CELL PHONE: 218-820-7037
(use first)

E-MAIL ADDRESS: Shirleyescha@yahoo.com

EMPLOYER: Retired OCCUPATION: RN

EMPLOYER ADDRESS: _____

1. Please state your reason for applying: With my career & life experience I feel I have valuable knowledge to offer.

2. What has been your past involvement with Public Health Services, Social Services, Financial Services and other civic and community activities: Worked as PH nurse, worked closely with social service in providing direction for disabled folks as guardian. Longtime experience with disabled & their needs & community resources. Extensive experience with mentally ill. Certified grief counselor

3. Are you able to attend meetings during the day? Yes No
Currently this committee meets at 3:30 p.m. on the first Wednesday of each month.

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

5. Would you be willing to serve a one-year or two-year term?
 One-year Two-year

Signature of Applicant: Shirley Scharrer Date: 11-19-16

PLEASE COMPLETE AND SUBMIT THIS APPLICATION TO:

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

Questions? Call: 218-927-7200 or 1-800-328-3744

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

NAME OF AGENCY OR COMMITTEE YOU WISH TO SERVE ON:

Aitkin County Health & Human Services Advisory Committee

NAME OF APPLICANT: Shirley Scharrer

STREET ADDRESS OF APPLICANT:

37494 430th Place

Aitkin, MN 56431

PHONE NUMBERS:

DAYS 218-520-7037

EVENINGS same.

AITKIN COUNTY COMMISSIONER DISTRICT 2.

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

I am a retired nurse of 53 years, having the privilege of working in a number of nursing areas-including hospital, surgery, geriatrics, public health, mental health, special needs. I have had the opportunity to teach staff in mental health, + developmentally disabled. Since retirement I have become certified in grief counselling, + worked at the school as substitute nurse. Overall I have developed a practice of looking at the whole picture, especially without prejudice, + for benefit.

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

Shirley Scharrer
Signature of Applicant

11-19-16
Date

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

Is this application submitted by appointing authority? Yes No

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

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

For Office Use Only

Date Appointed: _____

Date of Term Expiration: _____

Term #: _____

NOV 21 2016

AITKIN COUNTY HEALTH & HUMAN SERVICES

Advisory Committee

Application Form

V. - A. - 3.

NAME: Penny (First) R (MI) Olson (Last)

ADDRESS: 304 Kirsch Avenue NE HOME PHONE: 218-768-4501

McGregor, MN BUSINESS PHONE: 218-768-3505

55760 CELL PHONE: 218-670-0076

E-MAIL ADDRESS: prolson19@yahoo.com

EMPLOYER: East Central Regional Library OCCUPATION: Librarian

McGregor Area Ambulance - EMT-I

EMPLOYER ADDRESS: ECRL, 244 South Birch St Cambridge, MN 55008

1. Please state your reason for applying:

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

3. Are you able to attend meetings during the day? X Yes ___ No Currently this committee meets at 3:30 p.m. on the first Wednesday of each month.

4. Are you able to attend at least 10 meetings each year? X Yes ___ No

5. Would you be willing to serve a one-year or two-year term? X One-year X Two-year

Signature of Applicant: Penny Olson Date: 12-13-16

PLEASE COMPLETE AND SUBMIT THIS APPLICATION TO: Aitkin County Health & Human Services Attention: Julie 204 - 1st Street NW Aitkin, MN 56431

Questions? Call: 218-927-7200 or 1-800-328-3744

To: Julie

From: penny olson

RE: Health and Human Services Advisory Committee

Question 1.

I have been involved with Aitkin County as a guardian to my brother. I have often wanted to know more about how it all works and have often called the county departments with paperwork and procedure questions.

Question 2.

Just this past Friday, I had a library patron stop in and ask about home health care and life line alert systems. I called the county Social Service Dept., and they gave me some phone numbers to give to the patron.

As an EMT with the ambulance I have answered questions and done referral as best as I can. I have been involved in the decision to contact the county about a patient that may need additional services.

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

NAME OF AGENCY OR COMMITTEE YOU WISH TO SERVE ON:

Health & Human Services Advisory Committee:

AITKIN COUNTY COMMISSIONER DISTRICT 4

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

Please see second page -

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

Penny Olson
Signature of Applicant

12-2-16
Date

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

Is this application submitted by appointing authority? Yes No

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

Please return application to the Aitkin County Administrator's office, located at
217 2nd Street NW - Room 130, Aitkin, MN 56431

NAME OF APPLICANT: Penny R. Olson

STREET ADDRESS OF APPLICANT:
304 Kirsch Ave NE
McGregor, MN 55760

PHONE NUMBERS:
DAYS 218-670-0076
EVENINGS 218-768-4501

For Office Use Only

Date Appointed: _____

Date of Term Expiration: _____

Term #: _____

Attn: Julie

I am extremely interested in serving on the Aitkin County Health and Human Services Advisory Committee.

I have been my brother's legal guardian since he was in his twenties. He will be fifty in April 2017. He is diagnosed with Schizophrenia. I have been with him through the Aitkin County Court system. I have been with him when he went through several different living situations. I have been with him when he got employment at ODC in Buhl. I have watched him reject his medications and have been with him when he realized he needed them. I have also been on the roller coaster with my parents and siblings as we all adjusted to the fact that there was/is something wrong with their youngest child and our little brother.

I have no formal degrees for this appointment but I have been an Emergency Medical Technician Intermediate for 32 years. I work with the McGregor Area Ambulance.

I am employed as McGregor Branch Librarian with East Central Regional Library since 1987.

Thank you for this opportunity.

penny olson



AITKIN COUNTY HEALTH & HUMAN SERVICES

V. - A. - 4.

Advisory Committee

Application Form

NAME: Lynette Maas
 (First) (MI) (Last)

ADDRESS: 51425 Long Point Place HOME PHONE: 218/426-3226
McGregor, MN BUSINESS PHONE: —
55760 CELL PHONE: 218/295-2232

E-MAIL ADDRESS: lmaas4882@gmail.com

EMPLOYER: Retired OCCUPATION: Former School Administrator

EMPLOYER ADDRESS: —

1. Please state your reason for applying: After being retired for several years, I'm ready now to make a positive contribution (again) to community.
2. What has been your past involvement with Public Health Services, Social Services, Financial Services and other civic and community activities: While superintendent at McGregor, I was involved with various committees that included H & H.S.
3. Are you able to attend meetings during the day? Yes No
 Currently this committee meets at 3:30 p.m. on the first Wednesday of each month.
4. Are you able to attend at least 10 meetings each year? Yes No
5. Would you be willing to serve a one-year or two-year term? Either
 One-year Two-year

Signature of Applicant: Lynette Maas Date: 11/30/16

PLEASE COMPLETE AND SUBMIT THIS APPLICATION TO:

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

Questions? Call: 218-927-7200 or 1-800-328-3744

DEC 05 2016

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

NAME OF AGENCY OR COMMITTEE YOU WISH TO SERVE ON:

Health + Human Services Advisory Committee

AITKIN COUNTY COMMISSIONER DISTRICT 4

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

I have lived in the Tamarack/McGregor areas for most of my life. Before my retirement, I served in education for 34 years, holding the positions of teacher, principal, and superintendent. For those roles, I earned several college degrees. My job experience includes small, rural districts and large suburban high schools. These positions also provided some experience in working with social services and law enforcement.

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

Lynette Maas
Signature of Applicant

11/30/16
Date

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

Is this application submitted by appointing authority? Yes _____ No X

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

**Please return application to the Aitkin County Administrator's office, located at
217 2nd Street NW - Room 130, Aitkin, MN 56431**

NAME OF APPLICANT: Lynette Maas

STREET ADDRESS OF APPLICANT:
51425 Long Point Place
McGregor, MN 55760

PHONE NUMBERS:
DAYS 218/232-2295
EVENINGS 218/426-3226

For Office Use Only

Date Appointed: _____

Date of Term Expiration: _____

Term #: _____

AITKIN COUNTY HEALTH & HUMAN SERVICES
Advisory Committee
Application Form

V. - A. - 5.

NAME: Jonathan L. Moen
(First) (MI) (Last)

ADDRESS: 102 S. Drive HOME PHONE: 218-927-4749
Aitkin MN 56431 BUSINESS PHONE: 218-927-7273
CELL PHONE: 320-226-1729

E-MAIL ADDRESS: jon.moen@co.aitkin.mn.us

EMPLOYER: Aitkin Health & Human Services OCCUPATION: Social Worker

EMPLOYER ADDRESS: jon.moen@co.aitkin.mn.us

1. Please state your reason for applying: To represent AFSCME
local 1283

2. What has been your past involvement with Public Health Services, Social Services, Financial Services and other civic and community activities: 21 years experience
with County Social Services; 8 years with Aitkin
County

3. Are you able to attend meetings during the day? Yes No
Currently this committee meets at 3:30 p.m. on the first Wednesday of each month.

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

5. Would you be willing to serve a one-year or two-year term?
 One-year Two-year

Signature of Applicant: Jonathan Moen Date: 10/7/16

PLEASE COMPLETE AND SUBMIT THIS APPLICATION TO:
Aitkin County Health & Human Services
Attention: Julie
204 - 1st Street NW
Aitkin, MN 56431

Questions? Call: 218-927-7200 or 1-800-328-3744

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

NAME OF AGENCY OR COMMITTEE YOU WISH TO SERVE ON:

Aitkin County Health & Human Services Advisory Committee

NAME OF APPLICANT: Jonathan L Moen

STREET ADDRESS OF APPLICANT:

102 South Drive
Aitkin MN 56431

PHONE NUMBERS:

DAYS 320-226-1729

EVENINGS 320-226-1729

AITKIN COUNTY COMMISSIONER DISTRICT

UNION REP

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

Applicant has 21 years of experience as a county social worker and is interested to represent AFSCME local 1283.

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

Jonathan Moen
Signature of Applicant

10/2/16
Date

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

Is this application submitted by appointing authority?

Yes _____

No

Is this application submitted at the suggestion of appointing authority?

Yes

No _____

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

For Office Use Only

Date Appointed: _____

Date of Term Expiration: _____

Term #: _____

COMPOSITION OF MEMBERSHIP ON ADVISORY COMMITTEE
January - 2017

Commissioner District 1:		(Mark Wedel)
Marlene Abear	Recipient of Service	
Kristine Layne	Service Provider	
Kevin Insley	Recipient of Service	
Commissioner District 2:		(Laurie Westerlund*)
Joy Janzen	Service Provider	
Shirley Scharrer	Service Provider	
Amanda Voller	Service Provider	
Commissioner District 3:		(Don Niemi)
Roberta Elvecrog	Recipient of Services	
Robert Marcum	Laymember	
Beverly Mensing	Service Provider	
Commissioner District 4:		(Bill Pratt)
Kim DeMenge	Laymember	
Carole Holton	Laymember	
Lynette Maas	Service Provider	
Penny Olson	Laymember	
Commissioner District 5:		(Ann Marcotte*)
Holly Bray	Recipient of Services	

Members that provide representation:

Laurie Westerlund	Corrections
Jon Moen	Union Representative

* Commissioner Member on this committee

By-Laws identify the need for the following representation:

4	recipients of service		Current Numbers:
2	lay persons (citizens of the county)		4
3	providers of service		4
			<u>6</u>
		Current Membership	14
Plus additional representation:			
1	member of corrections advisory board		1
1	union member		<u>1</u>
		Current Total Membership	16

Composed of not less than six nor more than sixteen members appointed by the Board.

AITKIN COUNTY HEALTH & HUMAN SERVICES

Advisory Committee
Application Form

V. - B. - 1.

NAME: Marlene S Abear
(First) (MI) (Last)

ADDRESS: 406 6th St NW HOME PHONE: 218-429-0173
Aitkin, Mn 56431 BUSINESS PHONE: _____
CELL PHONE: 218-839-0331

E-MAIL ADDRESS: dma dma 44 @ gmail, com

EMPLOYER: Retired OCCUPATION: _____

EMPLOYER ADDRESS: _____

1. Please state your reason for applying: To continue on the committee
2. What has been your past involvement with Public Health Services, Social Services, Financial Services and other civic and community activities: an employee almost 25 years. On this committee 2 years
3. Are you able to attend meetings during the day? Yes No
Currently this committee meets at 3:30 p.m. on the first Wednesday of each month.
4. Are you able to attend at least 10 meetings each year? Yes No
5. Would you be willing to serve a one-year or two-year term?
 One-year Two-year

Signature of Applicant: Marlene S. Abear Date: 10-17-16

PLEASE COMPLETE AND SUBMIT THIS APPLICATION TO:
Aitkin County Health & Human Services
Attention: Julie
204 - 1st Street NW
Aitkin, MN 56431

Questions? Call: 218-927-7200 or 1-800-328-3744

OCT 17 2016

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

NAME OF AGENCY OR COMMITTEE YOU WISH TO SERVE ON:

Aitkin County Health & Human Services Advisory Committee

NAME OF APPLICANT: Marlene S. Ahear

STREET ADDRESS OF APPLICANT:
406 6th St, NW
Aitkin, MN 56431

PHONE NUMBERS:
DAYS 218-429-0173
cell
EVENINGS 218-839-0331

AITKIN COUNTY COMMISSIONER DISTRICT 1

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

I was an employe almost 25 years in
the financial and child support units.
This gives me a unique know ledge
of the agency, through this committee
I've learned more about public health
and social services.

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

Marlene S. Ahear
Signature of Applicant

10-13-16
Date

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

Is this application submitted by appointing authority? Yes No

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

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

For Office Use Only
Date Appointed: OCT 17 2016 Date of Term Expiration: _____ Term #: _____

AITKIN COUNTY HEALTH & HUMAN SERVICES

Advisory Committee
Application Form

V. - B. - 2.

NAME: Amanda M Voller
(First) (MI) (Last)

ADDRESS: 30881 US Hwy 169 HOME PHONE: _____
Aitkin, MN 56431 BUSINESS PHONE: 218-735-6120
CELL PHONE: 218-330-5636

E-MAIL ADDRESS: amanda.voller@nemost.org

EMPLOYER: NE MN Office of Job Training OCCUPATION: Career Counselor

EMPLOYER ADDRESS: 20 3rd St. NE Aitkin, MN 56431

1. Please state your reason for applying: To stay connected to the community and its resources for my profession
2. What has been your past involvement with Public Health Services, Social Services, Financial Services and other civic and community activities: I have served on the H&HS advisory board for the last 2 years. I also collaborate w social services regularly for my position at NEMOST.
3. Are you able to attend meetings during the day? Yes No
Currently this committee meets at 3:30 p.m. on the first Wednesday of each month.
4. Are you able to attend at least 10 meetings each year? Yes No
5. Would you be willing to serve a one-year or two-year term?
 One-year Two-year

Signature of Applicant: Amanda Voller Date: 12-1-16

PLEASE COMPLETE AND SUBMIT THIS APPLICATION TO:
Aitkin County Health & Human Services
Attention: Julie
204 - 1st Street NW
Aitkin, MN 56431

Questions? Call: 218-927-7200 or 1-800-328-3744

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

NAME OF AGENCY OR COMMITTEE YOU WISH TO SERVE ON:

Aitkin County Health & Human Services Advisory Committee

NAME OF APPLICANT: Amanda Voller

STREET ADDRESS OF APPLICANT:

30881 US Hwy 169
Aitkin, MN 56431

PHONE NUMBERS:

DAYS 218-735-6120
EVENINGS 218-330-5636

AITKIN COUNTY COMMISSIONER DISTRICT 2

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

Currently I am a Career counselor with the NE
MN office of Job Training in Aitkin County. I also
serve on the community education board an volunteer
in the community on a regular basis.

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

Amanda Voller
Signature of Applicant

12-1-16
Date

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

Is this application submitted by appointing authority? Yes No

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

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

For Office Use Only

Date Appointed: _____

Date of Term Expiration: _____

Term #: _____

AITKIN COUNTY HEALTH & HUMAN SERVICES

Advisory Committee

Application Form

V. - B. - 3.

NAME: Roberta C Elvecrog
(First) (MI) (Last)

ADDRESS: 29097 Dam Lake St HOME PHONE: 218-549-3614

Aitkin MN 56431 BUSINESS PHONE: _____

CELL PHONE: 218-513-9973

E-MAIL ADDRESS: relvecrog@frontiernet.net

EMPLOYER: Glen Township OCCUPATION: Clerk

EMPLOYER ADDRESS: % 29097 Dam Lake St Aitkin MN 56431

1. Please state your reason for applying: the information I receive at these meetings can be helpful when assisting those I help.
2. What has been your past involvement with Public Health Services, Social Services, Financial Services and other civic and community activities: I am guardian for 6 vulnerable adults; volunteer at local nursing homes and schools; volunteer to help several elderly and disabled stay "at home"; etc.
3. Are you able to attend meetings during the day? Yes No
Currently this committee meets at 3:30 p.m. on the first Wednesday of each month.
4. Are you able to attend at least 10 meetings each year? Yes No
5. Would you be willing to serve a one-year or two-year term?
 One-year Two-year

Signature of Applicant: relvecrog Date: 12-6-16

PLEASE COMPLETE AND SUBMIT THIS APPLICATION TO:

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

Questions? Call: 218-927-7200 or 1-800-328-3744

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

NAME OF AGENCY OR COMMITTEE YOU WISH TO SERVE ON:

Aitkin County Health & Human Services Advisory Committee

NAME OF APPLICANT: Roberta Elvecrog

STREET ADDRESS OF APPLICANT:

29097 Dam Lake St
Aitkin MN 56431

PHONE NUMBERS:

DAYS 218-549-3614

EVENINGS _____

AITKIN COUNTY COMMISSIONER DISTRICT 3

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

I have served on the Health & Human Service Advisory Committee in the past. I am very involved with helping senior citizens in the County. I am guardian for 6 individuals. I volunteer at the area nursing homes and schools.

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

Elvecrog
Signature of Applicant

12-6-16
Date

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

Is this application submitted by appointing authority? Yes _____ No _____

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

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

For Office Use Only

Date Appointed: _____

Date of Term Expiration: _____

Term #: _____

AITKIN COUNTY HEALTH & HUMAN SERVICES

Advisory Committee
Application Form

V. - B. - 4.

NAME: Robert J. MARCUM
(First) (MI) (Last)

ADDRESS: 36136 Kestrel Ave HOME PHONE: 218-768-2337
McGregor, MN BUSINESS PHONE: _____
55760 CELL PHONE: 218-565-2449

E-MAIL ADDRESS: Rmarcum@frontiernet.net

EMPLOYER: _____ OCCUPATION: _____

EMPLOYER ADDRESS: _____

1. Please state your reason for applying: _____

2. What has been your past involvement with Public Health Services, Social Services, Financial Services and other civic and community activities: 2 terms AHS Advisory, State DHS MEDICAID Advisory (2 terms), SALO TWP supervisor (4 terms), Aitkin County DFL Central Com.

3. Are you able to attend meetings during the day? Yes No
Currently this committee meets at 3:30 p.m. on the first Wednesday of each month.

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

5. Would you be willing to serve a one-year or two-year term?
 One-year Two-year

Signature of Applicant: Robert J. Marcum Date: Oct. 21, 2016

PLEASE COMPLETE AND SUBMIT THIS APPLICATION TO:
Aitkin County Health & Human Services
Attention: Julie
204 - 1st Street NW
Aitkin, MN 56431

Questions? Call: 218-927-7200 or 1-800-328-3744

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

NAME OF AGENCY OR COMMITTEE YOU WISH TO SERVE ON:

Aitkin County Health & Human Services Advisory Committee

NAME OF APPLICANT:

Robert J. Marcum

STREET ADDRESS OF APPLICANT:

36136 Kestrel Ave
McGregor, MN 55760

PHONE NUMBERS:

DAYS 218-768-2337

EVENINGS _____

AITKIN COUNTY COMMISSIONER DISTRICT

3

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

I would very much enjoy a third term on
The HHS Advisory Committee. It has been a
good & productive experience for me and my
community.

It provides me access to information helpful
not only to Aitkin County, but other groups I
serve with, including SACO Town Board, Dept of Human
Serv. Medicaid Advisory, County DFL Central Comm., and
others.

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

Signature of Applicant

Robert J. Marcum

Date

Oct. 21, 2016

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

Is this application submitted by appointing authority? Yes _____ No _____

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

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

For Office Use Only

Date Appointed: _____

Date of Term Expiration: _____

Term #: _____

OCT 31 2016

AITKIN COUNTY HEALTH & HUMAN SERVICES

Advisory Committee
Application Form

V. - B. - 5.

NAME: Beverly M Mensing
(First) (MI) (Last)

ADDRESS: 13675-160th Ave HOME PHONE: 320 592 3830
McGuath Ave BUSINESS PHONE: _____
CELL PHONE: 612 390 6420

E-MAIL ADDRESS: rbmensing@CitLINK.net

EMPLOYER: Self OCCUPATION: acty

EMPLOYER ADDRESS: _____

1. Please state your reason for applying: Enjoyed being on - learned a lot Like getting info out in Community
2. What has been your past involvement with Public Health Services, Social Services, Financial Services and other civic and community activities: Lions, Church groups Health services - Childrens/mental health Fire Dept./Rescue Dept./ Red Cross
3. Are you able to attend meetings during the day? Yes No
Currently this committee meets at 3:30 p.m. on the first Wednesday of each month.
4. Are you able to attend at least 10 meetings each year? Yes No
5. Would you be willing to serve a one-year or two-year term?
 One-year Two-year

Signature of Applicant: Beverly Mensing Date: 10-15-16

PLEASE COMPLETE AND SUBMIT THIS APPLICATION TO:
Aitkin County Health & Human Services
Attention: Julie
204 - 1st Street NW
Aitkin, MN 56431

Questions? Call: 218-927-7200 or 1-800-328-3744

OCT 19 2016

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

NAME OF AGENCY OR COMMITTEE YOU WISH TO SERVE ON:

Aitkin County Health & Human Services Advisory Committee

NAME OF APPLICANT: Beverly Mensing

STREET ADDRESS OF APPLICANT:

13675-160th Ave
McGrath Mn 56352

PHONE NUMBERS:

DAYS 320 592 3830
EVENINGS 612 390 6420

AITKIN COUNTY COMMISSIONER DISTRICT _____

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

I am semi retired. I do several small business acct
at my home. Very active in community. Belong to the
Fenlayson, Hesse Lion, Finlayson and McGrath area
First Responders. Peace Luth Church, Red Cross.
Have enjoyed being on the Advisory Board and
learned alot!

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

Beverly Mensing
Signature of Applicant

12-7-16
Date

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

Is this application submitted by appointing authority? Yes No _____

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

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

For Office Use Only

Date Appointed: _____

Date of Term Expiration: _____

Term #: _____

OCT 19 2016

AITKIN COUNTY HEALTH & HUMAN SERVICES

Advisory Committee
Application Form

V. - B. - 6.

NAME: Holly A Bray
(First) (MI) (Last)

ADDRESS: 51130 Hwy 169 HOME PHONE: 218 340 8913
Palisade 56469

BUSINESS PHONE: _____

CELL PHONE: _____

E-MAIL ADDRESS: hollybray13@gmail-com

EMPLOYER: HILL CITY SCHOOL OCCUPATION: Para

EMPLOYER ADDRESS: HILL CITY

1. Please state your reason for applying: like to know what's going on in Aitkin County & help community

2. What has been your past involvement with Public Health Services, Social Services, Financial Services and other civic and community activities: used Public Health Services and was on Head Start policy council

3. Are you able to attend meetings during the day? Yes _____ No
Currently this committee meets at 3:30 p.m. on the first Wednesday of each month.

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

5. Would you be willing to serve a one-year or two-year term?
One-year Two-year _____

Signature of Applicant: [Signature] Date: 12/12/16

PLEASE COMPLETE AND SUBMIT THIS APPLICATION TO:
Aitkin County Health & Human Services
Attention: Julie
204 - 1st Street NW
Aitkin, MN 56431

Questions? Call: 218-927-7200 or 1-800-328-3744

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

NAME OF AGENCY OR COMMITTEE YOU WISH TO SERVE ON:

Aitkin County Health & Human Services Advisory Committee

NAME OF APPLICANT: Holly A Bray

STREET ADDRESS OF APPLICANT:

51130 Hwy 169
~~Aitkin~~ Palisade MN 56469

PHONE NUMBERS:

DAYS 218-340-8913

EVENINGS _____

AITKIN COUNTY COMMISSIONER DISTRICT 5

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

I work at a school and would like to help my community. I feel I can help inform people of a positive experience with Aitkin County and the services that are provided.

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



Signature of Applicant

12/12/16

Date

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

Is this application submitted by appointing authority?

Yes

No _____

Is this application submitted at the suggestion of appointing authority?

Yes _____

No _____

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

For Office Use Only

Date Appointed: _____

Date of Term Expiration: _____

Term #: _____

LETTER OF AGREEMENT

Aitkin County Health and Human Services hereafter referred to as "ACH&HS" and Mark Heggem, MD, a medical doctor practicing at Riverwood Healthcare Center, 200 Bunker Hill Drive, Aitkin, MN 56431, enter into this agreement for the purpose of Public Health Medical Consultant, beginning January 1, 2017 through December 31, 2017.

Witnessed

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

Whereas, Mark Heggem, MD, is desirous of providing Medical Consultation, the following is agreed upon:

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

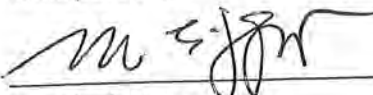
IN WITNESS WHEREOF, ACH&HS and the Provider have executed this agreement as of the day and year first above written:

Thomas Burke, Director, Aitkin County Health and Human Services

Date

Chairperson, Aitkin County Board of Commissioners

Date



Dr. Mark Heggem

11/15/16

Date

Aitkin County Attorney

Date

AMBULANCE SERVICE CONTRACT

THIS AGREEMENT between the Aitkin County Board of Commissioners, Aitkin, Minnesota, hereinafter referred to as the "County" and McGregor Area Ambulance Service, PO Box 100, McGregor, Minnesota, 55760, hereinafter referred to as the "Contractor". The Contractor agrees to furnish ambulance service in Aitkin County, Minnesota, under the following terms and conditions:

1. Contractor agrees to furnish efficient and prompt ambulance service to all persons desiring the same within the state license service area, and shall have not less than one (1) ambulance in service capable of rendering efficient service. Ambulances shall be equipped in accordance with the current State of Minnesota regulations and licensure.
2. Contractor shall man ambulances with personnel in sufficient number to furnish service adequate to the needs of calls or emergencies normally encountered. Ambulance drivers and attendants shall have received training, which meet the requirements of Minnesota Statutes.
3. Ambulance service shall be provided by the Contractor on a twenty-four (24) hour, seven (7) day basis. The Contractor shall immediately respond to requests for service initiated by any person.
4. All patients shall be taken to hospitals as determined by applicable Minnesota Statutes and/or Rules. All patients shall be taken to the hospital of their choice within a reasonable distance if said choice is not contrary to applicable Minnesota Statutes and/or Rules. Should the patient indicate a preference, said patient shall be taken to the hospital where the appropriate care can be provided.
5. The County agrees to pay the Contractor a fee of \$45.00 per request for service, and \$55.00 per no load runs, to a maximum of \$13,000.00 per calendar year. This agreement shall not include transfers from the local hospital to other tertiary care facilities outside the County. The County will reimburse the Contractor on a monthly basis after receiving a monthly receipt of ambulance runs in Aitkin County. This itemization will include dates of service, type of service (emergency or no load run). In addition, the Contractor shall be privileged to charge each person requesting transportation a reasonable service fee in accordance with a schedule from time to time set by the Contractor.
6. Each of the parties shall defend, indemnify, save and hold the other party harmless from the liability arising out of the actions of the indemnifying party in connection with the operation of the ambulances or any other services performed under the terms of the contract.
7. The Contractor does further agree that, in order to protect itself as well as the Agency under the indemnity agreement provision hereinabove set forth, it will, at all times during this contract, have and keep in force a liability insurance policy **naming the County as an insured or additional insured** in the amount at least equal to the maximum liability limits set forth in Minnesota Statutes 466.04, subd. 1(a)(3), of at least **\$500,000** bodily injury per occurrence, up to **\$1,500,000.00** per accident and \$50,000.00 property damage and agrees to provide a certificate of insurance or other document demonstrating that such insurance has been procured to the County.

8. Contractor shall also procure motor vehicle insurance and worker's compensation insurance as required under applicable Minnesota laws and agrees to provide certificates of insurance or other documents demonstrating that such insurance has been procured.
9. The term of the contract shall be for a period of twelve (12) months, commencing not later than January 1, 2017, and terminating December 31, 2017.
10. The Contractor shall not sell, assign, or in any way divest itself of its interest herein without prior written notice by registered mail of at least 120 days to the County.
11. The Contractor agrees to comply in all requests with the requirements of the State of Federal laws or City Ordinances which may be applicable hereto in the operation of its ambulance service.
12. Either party may cancel this Agreement, with or without cause, upon written notice by registered mail of at least 120 days.
13. All notices to either party must be in writing mailed by certified mail, return receipt requested, to the address of each party. Notices are effective on the date of mailing.
14. That said McGregor Volunteer Ambulance Service shall submit to the County of Aitkin, an annual complete itemized financial statement detailing the ambulance activities, by February 1, 2018. Document shall be mailed to:

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

 Aitkin County Administrator

 Date

 Chairperson – Aitkin County Board of Commissioners

 Date

 Contractor and Title

 Date

Printed Name of Contractor signing this document

Approved as to form and execution:

 Aitkin County Attorney

 Date

AMBULANCE SERVICE CONTRACT

VI. - B. - 2.

THIS AGREEMENT between the Aitkin County Board of Commissioners, Aitkin, Minnesota, hereinafter referred to as the "County" and Meds-I Ambulance Service, 1328 NW 5th Street, Grand Rapids, Minnesota, 55744, hereinafter referred to as the "Contractor". The Contractor agrees to furnish ambulance service in Aitkin County, Minnesota, under the following terms and conditions:

1. Contractor agrees to furnish efficient and prompt ambulance service to all persons desiring the same within the state license service area, and shall have not less than one (1) ambulance in service capable of rendering efficient service. Ambulances shall be equipped in accordance with the current State of Minnesota regulations and licensure.
2. Contractor shall man ambulances with personnel in sufficient number to furnish service adequate to the needs of calls or emergencies normally encountered. Ambulance drivers and attendants shall have received training, which meet the requirements of Minnesota Statutes.
3. Ambulance service shall be provided by the Contractor on a twenty-four (24) hour, seven (7) day basis. The Contractor shall immediately respond to requests for service initiated by any person.
4. All patients shall be taken to hospitals as determined by applicable Minnesota Statutes and/or Rules. All patients shall be taken to the hospital of their choice within a reasonable distance if said choice is not contrary to applicable Minnesota Statutes and/or Rules. Should the patient indicate a preference, said patient shall be taken to the hospital where the appropriate care can be provided.
5. The County agrees to pay the Contractor a fee of \$20.00 per request for service, and \$55.00 per no load runs up to a maximum of 2000.00 per year. This agreement shall not include transfers from the local hospital to other tertiary care facilities outside the County. The County will reimburse the Contractor on a monthly basis after receiving a monthly receipt of ambulance runs in Aitkin County. This itemization will include dates of service, type of service (emergency or no load run). In addition, the Contractor shall be privileged to charge each person requesting transportation a reasonable service fee in accordance with a schedule from time to time set by the Contractor.
6. Each of the parties shall defend, indemnify, save and hold the other party harmless from the liability arising out of the actions of the indemnifying party in connection with the operation of the ambulances or any other services performed under the terms of the contract.
7. The Contractor does further agree that, in order to protect itself as well as the Agency under the indemnity agreement provision hereinabove set forth, it will, at all times during this contract, have and keep in force a liability insurance policy **naming the County as an insured or additional insured** in the amount at least equal to the maximum liability limits set forth in Minnesota Statutes 466.04, subd. 1(a)(3), of at least **\$500,000** bodily injury per occurrence, up to **\$1,500,000.00** per accident and \$50,000.00 property damage and agrees to provide a certificate of insurance or other document demonstrating that such insurance has been procured to the County.

8. Contractor shall also procure motor vehicle insurance and worker's compensation insurance as required under applicable Minnesota laws and agrees to provide certificates of insurance or other documents demonstrating that such insurance has been procured.
9. The term of the contract shall be for a period of twelve (12) months, commencing not later than January 1, 2017, and terminating December 31, 2017.
10. The Contractor shall not sell, assign, or in any way divest itself of its interest herein without prior written notice by registered mail of at least 120 days to the County.
11. The Contractor agrees to comply in all requests with the requirements of the State of Federal laws or City Ordinances which may be applicable hereto in the operation of its ambulance service.
12. Either party may cancel this Agreement, with or without cause, upon written notice by registered mail of at least 120 days.
13. All notices to either party must be in writing mailed by certified mail, return receipt requested, to the address of each party. Notices are effective on the date of mailing.
14. That said Meds-1 Ambulance Service shall submit to the County of Aitkin, an annual complete itemized financial statement detailing the ambulance activities, by February 1, 2018. Document shall be mailed to:

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

Aitkin County Administrator

Date

Chairperson – Aitkin County Board of Commissioners

Date

Contractor and Title

Date

Printed Name of Contractor signing this document

Approved as to form and execution:

Aitkin County Attorney

Date

AMBULANCE SERVICE CONTRACT

VI. - B. - 3.

THIS AGREEMENT between the Aitkin County Board of Commissioners, Aitkin, Minnesota, hereinafter referred to as the "County" and Mille Lacs Health System Ambulance, 200 North Elm Street, PO Box A, Onamia, Minnesota, 56359, hereinafter referred to as the "Contractor". The Contractor agrees to furnish ambulance service in Aitkin County, Minnesota, under the following terms and conditions:

1. Contractor agrees to furnish efficient and prompt ambulance service to all persons desiring the same within the state license service area, and shall have not less than one (1) ambulance in service capable of rendering efficient service. Ambulances shall be equipped in accordance with the current State of Minnesota regulations and licensure.
2. Contractor shall man ambulances with personnel in sufficient number to furnish service adequate to the needs of calls or emergencies normally encountered. Ambulance drivers and attendants shall have received training, which meet the requirements of Minnesota Statutes.
3. Ambulance service shall be provided by the Contractor on a twenty-four (24) hour, seven (7) day basis. The Contractor shall immediately respond to requests for service initiated by any person.
4. All patients shall be taken to hospitals as determined by applicable Minnesota Statutes and/or Rules. All patients shall be taken to the hospital of their choice within a reasonable distance if said choice is not contrary to applicable Minnesota Statutes and/or Rules. Should the patient indicate a preference, said patient shall be taken to the hospital where the appropriate care can be provided.
5. The County agrees to pay the Contractor a fee of \$20.00 per request for service, and \$55.00 per no load runs up to a maximum of \$2000.00. **This agreement shall not include transfers from the local hospital to other tertiary care facilities outside the County.** The County will reimburse the Contractor on a monthly basis after receiving a monthly receipt of ambulance runs in Aitkin County. This itemization will include dates of service, type of **service (emergency or no load run)**. In addition, the Contractor shall be privileged to charge each person requesting transportation a reasonable service fee in accordance with a schedule from time to time set by the Contractor.
6. Each of the parties shall defend, indemnify, save and hold the other party harmless from the liability arising out of the actions of the indemnifying party in connection with the operation of the ambulances or any other services performed under the terms of the contract.
7. The Contractor does further agree that, in order to protect itself as well as the Agency under the indemnity agreement provision hereinabove set forth, it will, at all times during this contract, have and keep in force a liability insurance policy **naming the County as an insured or additional insured** in the amount at least equal to the maximum liability limits set forth in Minnesota Statutes 466.04, subd. 1(a)(3), of at least **\$500,000** bodily injury per occurrence, up to **\$1,500,000.00** per accident and \$50,000.00 property damage and agrees to provide a certificate of insurance or other document demonstrating that such insurance has been procured to the County.

8. Contractor shall also procure motor vehicle insurance and worker's compensation insurance as required under applicable Minnesota laws and agrees to provide certificates of insurance or other documents demonstrating that such insurance has been procured.
9. The term of the contract shall be for a period of twelve (12) months, commencing not later than January 1, 2017, and terminating December 31, 2017.
10. The Contractor shall not sell, assign, or in any way divest itself of its interest herein without prior written notice by registered mail of at least 120 days to the County.
11. The Contractor agrees to comply in all requests with the requirements of the State of Federal laws or City Ordinances which may be applicable hereto in the operation of its ambulance service.
12. Either party may cancel this Agreement, with or without cause, upon written notice by registered mail of at least 120 days.
13. All notices to either party must be in writing mailed by certified mail, return receipt requested, to the address of each party. Notices are effective on the date of mailing.
14. That said Mille Lacs Health System Ambulance shall submit to the County of Aitkin, an annual complete itemized financial statement detailing the ambulance activities, by February 1, 2017. Document shall be mailed to:

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

Aitkin County Administrator

Date

Chairperson – Aitkin County Board of Commissioners

Date

Contractor and Title

Date

Printed Name of Contractor signing this document

Approved as to form and execution:

Aitkin County Attorney

Date

AMBULANCE SERVICE CONTRACT

THIS AGREEMENT between the Aitkin County Board of Commissioners, Aitkin, Minnesota, hereinafter referred to as the "County" and d/b/a North Memorial Medical Transportation Services, Robbinsdale, Minnesota, hereinafter referred to as the "Contractor". The Contractor agrees to furnish ambulance service in Aitkin County, Minnesota, under the following terms and conditions:

1. Contractor agrees to furnish efficient and prompt ambulance service to all persons desiring the same within the state license service area, and shall have not less than one (1) ambulance in service capable of rendering efficient service. Ambulances shall be equipped in accordance with the current State of Minnesota regulations and licensure.
2. Contractor shall man ambulances with personnel in sufficient number to furnish service adequate to the needs of calls or emergencies normally encountered. Ambulance drivers and attendants shall have received training, which meet the requirements of Minnesota Statutes.
3. Ambulance service shall be provided by the Contractor on a twenty-four (24) hour, seven (7) day a week basis. The Contractor shall immediately respond to requests for service initiated by any person.
4. All patients shall be taken to hospitals as determined by applicable Minnesota Statutes and/or Rules. All patients shall be taken to the hospital of their choice within a reasonable distance if said choice is not contrary to applicable Minnesota Statutes and/or Rules. Should the patient indicate a preference, said patient shall be taken to the hospital where the appropriate care can be provided.
5. The County agrees to pay the Contractor a fee of \$45.00 per request for service, and only if a patient is transported, to a maximum of \$20,000.00 per calendar year. This agreement shall not include transfers from the local hospital to other tertiary care facilities outside the County. The County will reimburse the Contractor on a monthly basis after receiving a monthly receipt of ambulance runs in Aitkin County. This itemization will include dates of service, type of service (emergency or no load run). In addition, the Contractor shall be privileged to charge each person requesting transportation a reasonable service fee in accordance with a schedule from time to time set by the Contractor.
6. Each of the parties shall defend, indemnify, save and hold the other party harmless from the liability arising out of the actions of the indemnifying party in connection with the operation of the ambulances or any other services performed under the terms of the contract.
7. The Contractor does further agree that, in order to protect itself as well as the Agency under the indemnity agreement provision hereinabove set forth, it will, at all times during this contract, have and keep in force a liability insurance policy **naming the County as an insured or additional insured** in the amount at least equal to the maximum liability limits set forth in Minnesota Statutes 466.04, subd. 1(a)(3), of at least **\$500,000** bodily injury per occurrence, up to **\$1,500,000.00** per accident and \$50,000.00 property damage and agrees to provide a certificate of insurance or other document demonstrating that such insurance has been procured to the County.

8. Contractor shall also procure motor vehicle insurance and worker's compensation insurance as required under applicable Minnesota laws and agrees to provide certificates of insurance or other documents demonstrating that such insurance has been procured.
9. The term of the contract shall be for a period of twelve (12) months, commencing not later than January 1, 2017, and terminating December 31, 2017.
10. The Contractor shall not sell, assign, or in any way divest itself of its interest herein without prior written notice by registered mail of at least 120 days to the County.
11. The Contractor agrees to comply in all requests with the requirements of the State of Federal laws or City Ordinances which may be applicable hereto in the operation of its ambulance service.
12. Either party may cancel this Agreement, with or without cause, upon written notice by registered mail of at least 120 days.
13. All notices to either party must be in writing mailed by certified mail, return receipt requested, to the address of each party. Notices are effective on the date of mailing.
14. That said North Memorial Medical Transportation Services shall submit to the County of Aitkin, an annual complete itemized financial statement detailing the ambulance activities, February 1, 2017. Document shall be mailed to:

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

 Aitkin County Administrator

 Date

 Chairperson – Aitkin County Board of Commissioners

 Date

 Contractor and Title

 Date

Printed Name of Contractor signing this document

Approved as to form and execution:

 Aitkin County Attorney

 Date

PURCHASE OF SERVICE AGREEMENT

The **Aitkin County Health & Human Services**, 204 – 1st Street NW, Aitkin, Minnesota 56431, hereafter referred to as the Department and **Compass Counseling Partners**, 25282 Hazelwood Drive, Nisswa, MN 56468, hereafter referred to as Contractor; enter into this agreement for the period from **January 1, 2017, to December 31, 2017.**

WHEREAS, Minnesota Statutes, section 245.461 to 245.486 and 245.487 to 245.4888 establishes the Comprehensive Adult Mental Health Act and the Comprehensive Children's Mental Health Act; and

WHEREAS, the Department is required to provide Mental Health services in accordance with the Comprehensive Mental Health Act and the Comprehensive Children's Mental Health Act; and

WHEREAS, the Department pursuant to Minnesota statutes, section 373.01, 373.02, 245.465(4), and 256E.08 wishes to purchase mental health services from multi-disciplinary service Contractor; and

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

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

I SERVICES TO BE PROVIDED OR PURCHASED

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

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

II COST AND DELIVERY OF PURCHASED SERVICES

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

III DELIVERY OF CARE AND SERVICES:

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

1. The application of its intake procedures and requirements to clients.

2. The methods, times, means and personnel for furnishing Purchased Services to eligible clients.
3. The determination of when to terminate the furnishing of Purchased Services to eligible clients.

Nothing in this agreement shall be construed as requiring Contractor to provide or continue Purchased Services to or for any eligible clients.

IV AUDIT AND RECORD DISCLOSURE

1. Allow personnel of the Department, the Minnesota Department of Human Services, and the Department of Health and Human Services, access to the Contractor's records, in accordance with state and federal laws and regulations, at reasonable hours in order to exercise their responsibility to monitor the services.
2. Maintain records at **Compass Counseling Partners** for audit purposes.
3. Comply with Minnesota Code for Agency Rule - Minnesota Department of Public Welfare and the Minnesota Government Practice Act, M.S. 15.1611 - 16.1698. (Suppl. 1979)

V SAFEGUARD OF CLIENT INFORMATION:

1. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality of for any purpose not directly connected with the administration of the Department's or Contractor's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client or his/her responsible parent or guardian.
2. The individual employed by the Contractor who is designated to assure compliance with Minnesota Government Data Practices Act, in accordance with Minnesota Statutes, section 13.46, subdivision 10, paragraph (d), shall be Frank Weber. Contractor reserves the right to designate an alternate individual to assure such compliance by written notice to Department.

VI EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS CLAUSE:

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

VII FAIR HEARING AND GRIEVANCE PROCEDURES:

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

VIII BONDING, INDEMNITY, AND INSURANCE CLAUSE:

1. The Contractor shall save and hold the County of Aitkin and the Department

harmless from all liability for damages to persons or property arising out of the services performed under the terms of the contract. The Contractor shall indemnify the County of Aitkin and the Department for any liability assessed to the county and the Department on account of the services performed under the terms of the contract. The Contractor agrees to purchase liability insurance naming Aitkin County Department of Health & Human Services as an additional insured in an amount at least equal to the maximum liability limits set forth in Minnesota Statutes, 466.04, Subd.1, of **\$500,000** per person and **\$1,500,000** per occurrence and agrees to provide the County of Aitkin and the Department a certificate of insurance or other document demonstrating that such insurance has been procured. Contractor shall provide proof of insurance prior to commencement of Contractor's performance under this agreement.

2. Insurance: The Contractor does further agree that, in order to protect itself as well as the Department under the indemnity agreement provision hereinabove set forth, it will, at all times during the term of this contract, have and keep in force a liability insurance policy in the amount of \$1,000,000.

IX CONDITIONS OF THE PARTIES' OBLIGATIONS:

1. Before the termination date specified in the Introduction of this agreement, the Department may evaluate the performance of the Contractor in regard to the terms of this agreement to determine whether such performance merits renewal of this agreement.
2. 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.
3. No claim for services furnished by the Contractor, not specifically provided in the agreement, will be allowed by the Department, nor shall the Contractor do any work or furnish any material not covered by the agreement unless this is approved in writing by the Department. Such approval shall be considered to be a modification of the agreement.
4. If the Department determines that funds are not being administered in accordance with the approved plan and budget, they may be withdrawn after reasonable notice to the Contractor. It is understood and agreed that the parties do not anticipate that Contractor will administer funds as a result of this agreement.
5. 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.
6. In accordance with Minnesota Statutes, Section 245.466, Subd.3 (1), the Commissioner of Minnesota Department of Human Services is a third party beneficiary to this contract.

X SUBCONTRACTING

The Contractor shall not enter into subcontracts for any of the work contemplated under this agreement without written approval of the Department. All subcontracts shall be subject to the requirements of this contract. The Contractor shall be responsible for the performance of any subcontractor.

XI COMPLIANCE WITH THE CLEAN AIR ACT:

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

XII MISCELLANEOUS

1. Entire Agreement: It is understood and agreed that the entire agreement of the parties contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and Aitkin County Health and Human Services Department relating to the subject matter hereof.
2. This contract may be terminated or renegotiated upon 30 days written notification by either party.
3. **Compass Counseling Partners** agrees to provide Aitkin County Health & Human Services, (attached to the contract):
 - A. Description of staffing, including job descriptions and professional qualifications of all personnel under this agreement (Attachment B).
4. Program and fiscal records shall be retained in the Contractor facility for a minimum of five years.
5. This contract may be extended for a period of six months at the option of the County of Aitkin. If the county desires to extend the term of the contract, it shall notify the Contractor in writing at least sixty days before the expiration of the contract. All terms of this contract will remain in effect pending execution of a contract amendment, execution of new contract or notice of termination.

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

BY:

DATE:

Mark Wedel, Chairperson
Aitkin County Board of Commissioners

BY:

Aitkin County Administrator

DATE:

BY:

Dan Marquardsen, MS, LP
Compass Counseling Partners

DATE:

BY:

DATE:

Jennifer Vaughn, MS,
LMFT
Compass Counseling
Partners

APPROVED AS TO FORM AND EXECUTION

BY:

James Ratz, Aitkin County Attorney

DATE:

COST & DELIVERY OF PURCHASED SERVICES

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

PURCHASE OF SERVICE AGREEMENT

VI. - C. - 2.

The Aitkin County Health & Human Services Courthouse, Aitkin, Minnesota 56431, hereafter referred to as the Department and Tetreault Psychological Services, PLLC, (**George Tetreault, MA, LP**), **11614 River Vista Drive, Baxter, MN 56425**, hereafter referred to as Contractor; enter into this agreement for the period from **January 1, 2017, to December 31, 2017**.

WHEREAS, Minnesota Statutes, section 245.461 to 245.486 and 245.487 to 245.4888 establishes the Comprehensive Adult Mental Health Act and the Comprehensive Children's Mental Health Act; and

WHEREAS, the Department is required to provide Mental Health services in accordance with the Comprehensive Mental Health Act and the Comprehensive Children's Mental Health Act; and

WHEREAS, the Department pursuant to Minnesota statutes, section 373.01, 373.02, 245.465(4), and 256E.08 wishes to purchase mental health services from Contractor; and

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

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

I SERVICES TO BE PROVIDED OR PURCHASED

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

Diagnostic assessments of children, including those aged 0-5.

Parenting capacity assessments

Case consultation

II COST AND DELIVERY OF PURCHASED SERVICES

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

III DELIVERY OF CARE AND SERVICES:

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

1. The application of its intake procedures and requirements to clients.
2. The methods, times, means and personnel for furnishing Purchased Services to

2. The methods, times, means and personnel for furnishing Purchased Services to eligible clients.
3. The determination of when to terminate the furnishing of Purchased Services to eligible clients.

Nothing in this agreement shall be construed as requiring Contractor to provide or continue Purchased Services to or for any eligible clients.

IV AUDIT AND RECORD DISCLOSURE

1. Allow personnel of the Department, the Minnesota Department of Human Services, and the Department of Health and Human Services, access to the Contractors records, in accordance with state and federal laws and regulations, at reasonable hours in order to exercise their responsibility to monitor the services.
2. Maintain records for audit purposes.
3. Comply with Minnesota Code for Agency Rule - Minnesota Department of Public Welfare and the Minnesota Government Practice Act, M.S. 15.1611 - 16.1698. (Suppl. 1979)

V SAFEGUARD OF CLIENT INFORMATION:

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

VI EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS CLAUSE:

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

VII FAIR HEARING AND GRIEVANCE PROCEDURES:

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

VIII BONDING, INDEMNITY, AND INSURANCE CLAUSE:

1. The Contractor shall save and hold the County of Aitkin and the Department harmless from all liability for damages to persons or property arising out of the services performed under the terms of the contract. The Contractor shall indemnify the County of Aitkin and the Department for any liability assessed to the county and the Department on account of the services performed under the terms of the contract. The Contractor agrees to purchase liability insurance naming Aitkin County Department of Health & Human Services as an additional insured in an amount at least equal to the maximum liability limits set forth in Minnesota Statutes, 466.04, Subd.1, of \$500,000 per person and \$1,500,000 per occurrence and agrees to provide the County of Aitkin and the Department a certificate of insurance or other document demonstrating that such insurance has been procured. Contractor shall provide proof of insurance prior to commencement of Contractor's performance under this agreement.
2. Insurance: The Contractor does further agree that, in order to protect himself as well as the Department under the indemnity agreement provision hereinabove set forth, it will, at all times during the term of this contract, have and keep in force a liability insurance policy in the amount of \$1,500,000.

IX CONDITIONS OF THE PARTIES OBLIGATIONS:

1. Before the termination date specified in the Introduction of this agreement, the Department may evaluate the performance of the Contractor in regard to the terms of this agreement to determine whether such performance merits renewal of this agreement.
2. 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.
3. No claim for services furnished by the Contractor, not specifically provided in the agreement, will be allowed by the Department, nor shall the Contractor do any work or furnish any material not covered by the agreement unless this is approved in writing by the Department. Such approval shall be considered to be a modification of the agreement.
4. If the Department determines that funds are not being administered in accordance with the approved plan and budget, they may be withdrawn after reasonable notice to the Contractor. It is understood and agreed that the parties do not anticipate that Contractor will administer funds as a result of this agreement.
5. 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.

6. In accordance with Minnesota Statutes, Section 245.466, Subd.3 (1), the Commissioner of Minnesota Department of Human Services is a third party beneficiary to this contract.

X SUBCONTRACTING

The Contractor shall not enter into subcontracts for any of the work contemplated under this agreement without written approval of the Department. All subcontracts shall be subject to the requirements of this contract. The Contractor shall be responsible for the performance of any subcontractor.

XI COMPLIANCE WITH THE CLEAN AIR ACT:

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

XII MISCELLANEOUS

1. Entire Agreement: It is understood and agreed that the entire agreement of the parties contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and Aitkin County Health and Human Services Department relating to the subject matter hereof.
2. This contract may be terminated or renegotiated upon 30 days written notification by either party.
3. **George Tetreault** agrees to provide Aitkin County Health & Human Services, (attached to the contract):
 - A. Verification of professional qualifications and licensure. (Attachment B).
4. Program and fiscal records shall be retained in the Contractor facility for a minimum of five years.
5. This contract may be extended for a period of six months at the option of the County of Aitkin. If the county desires to extend the term of the contract, it shall notify the Contractor in writing at least sixty days before the expiration of the contract. All terms of this contract will remain in effect pending execution of a contract amendment, execution of new contract or notice of termination.

IN WITNESS WHEREOF the Department (Aitkin County Health & Human Services) and the Contractor Tetreault Psychological Services, PLLC, (**George Tetreault**) have executed this agreement as of the day and year first above written:

BY: _____
Aitkin County Administrator

DATE: _____

BY: _____
Mark Wedel, Chairperson Aitkin County Health & Human Srvc Board

DATE: _____

BY: _____
George Tetreault, MA, LP

DATE: _____

APPROVED AS TO FORM AND EXECUTION

BY: _____
County Attorney or Assistant

DATE: _____

COST & DELIVERY OF PURCHASED SERVICES

Diagnostic Assessment \$90.00/hour

Parenting Capacity Assessment \$90.00/hour

Case Consultation \$90.00/hour

PURCHASE OF SERVICE AGREEMENT

The Aitkin County Health & Human Services Courthouse, Aitkin, Minnesota 56431, hereafter referred to as the Department and CORE Professional Services, P.A., 617 Oak Street, Brainerd, MN 56401, hereafter referred to as Contractor, enter into this agreement for the period from January 1, 2017, to December 31, 2017.

WHEREAS, Minnesota Statutes, section 245.461 to 245.486 and 245.487 to 245.4888 establishes the Comprehensive Adult Mental Health Act and the Comprehensive Children's Mental Health Act; and

WHEREAS, the Department is required to provide Mental Health services in accordance with the Comprehensive Mental Health Act and the Comprehensive Children's Mental Health Act; and

WHEREAS, the Department pursuant to Minnesota statutes, section 373.01, 373.02, 245.465(4), and 256E.08 wishes to purchase mental health services from multi-disciplinary service Contractor; and

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

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

I SERVICES TO BE PROVIDED OR PURCHASED

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

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

II COST AND DELIVERY OF PURCHASED SERVICES

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

III DELIVERY OF CARE AND SERVICES:

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

1. The application of its intake procedures and requirements to clients.

2. The methods, times, means and personnel for furnishing Purchased Services to eligible clients.
3. The determination of when to terminate the furnishing of Purchased Services to eligible clients.

Nothing in this agreement shall be construed as requiring Contractor to provide or continue Purchased Services to or for any eligible clients.

IV AUDIT AND RECORD DISCLOSURE

1. Allow personnel of the Department, the Minnesota Department of Human Services, and the Department of Health and Human Services, access to the Contractor's records, in accordance with state and federal laws and regulations, at reasonable hours in order to exercise their responsibility to monitor the services.
2. Maintain records at CORE for audit purposes.
3. Comply with Minnesota Code for Agency Rule - Minnesota Department of Public Welfare and the Minnesota Government Practice Act, M.S. 15.1611 - 16.1698. (Suppl. 1979)

V SAFEGUARD OF CLIENT INFORMATION:

1. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality of for any purpose not directly connected with the administration of the Department's or Contractor's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client or his/her responsible parent or guardian.
2. The individual employed by the Contractor who is designated to assure compliance with Minnesota Government Data Practices Act, in accordance with Minnesota Statutes, section 13.46, subdivision 10, paragraph (d), shall be Frank Weber. Contractor reserves the right to designate an alternate individual to assure such compliance by written notice to Department.

VI EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS CLAUSE:

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

VII FAIR HEARING AND GRIEVANCE PROCEDURES:

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

VIII BONDING, INDEMNITY, AND INSURANCE CLAUSE:

1. The Contractor shall save and hold the County of Aitkin and the Department harmless from all liability for damages to persons or property arising out of the services performed under the terms of the contract. The Contractor shall indemnify the County of Aitkin and the Department for any liability assessed to the county and the Department on account of the services performed under the terms of the contract. The Contractor agrees to purchase liability insurance naming Aitkin County Department of Health & Human Services as an additional insured in an amount at least equal to the maximum liability limits set forth in Minnesota Statutes, 466.04, Subd.1, of **\$500,000** per person and **\$1,500,000** per occurrence and agrees to provide the County of Aitkin and the Department a certificate of insurance or other document demonstrating that such insurance has been procured. Contractor shall provide proof of insurance prior to commencement of Contractor's performance under this agreement.
2. Insurance: The Contractor does further agree that, in order to protect itself as well as the Department under the indemnity agreement provision hereinabove set forth, it will, at all times during the term of this contract, have and keep in force a liability insurance policy in the amount of \$1,000,000.

IX CONDITIONS OF THE PARTIES' OBLIGATIONS:

1. Before the termination date specified in the Introduction of this agreement, the Department may evaluate the performance of the Contractor in regard to the terms of this agreement to determine whether such performance merits renewal of this agreement.
2. 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.
3. No claim for services furnished by the Contractor, not specifically provided in the agreement, will be allowed by the Department, nor shall the Contractor do any work or furnish any material not covered by the agreement unless this is approved in writing by the Department. Such approval shall be considered to be a modification of the agreement.
4. If the Department determines that funds are not being administered in accordance with the approved plan and budget, they may be withdrawn after reasonable notice to the Contractor. It is understood and agreed that the parties do not anticipate that Contractor will administer funds as a result of this agreement.
5. 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.

6. In accordance with Minnesota Statutes, Section 245.466, Subd.3 (1), the Commissioner of Minnesota Department of Human Services is a third party beneficiary to this contract.

X SUBCONTRACTING

The Contractor shall not enter into subcontracts for any of the work contemplated under this agreement without written approval of the Department. All subcontracts shall be subject to the requirements of this contract. The Contractor shall be responsible for the performance of any subcontractor.

XI COMPLIANCE WITH THE CLEAN AIR ACT:

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

XII MISCELLANEOUS

1. Entire Agreement: It is understood and agreed that the entire agreement of the parties contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and Aitkin County Health and Human Services Department relating to the subject matter hereof.
2. This contract may be terminated or renegotiated upon 30 days written notification by either party.
3. CORE agrees to provide Aitkin County Health & Human Services, (attached to the contract):
 - A. Description of staffing, including job descriptions and professional qualifications of all personnel under this agreement (Attachment B).
4. Program and fiscal records shall be retained in the Contractor facility for a minimum of five years.
5. This contract may be extended for a period of six months at the option of the County of Aitkin. If the county desires to extend the term of the contract, it shall notify the Contractor in writing at least sixty days before the expiration of the contract. All terms of this contract will remain in effect pending execution of a contract amendment, execution of new contract or notice of termination.

IN WITNESS WHEREOF the Department (Aitkin County Health & Human Services) and the Contractor (CORE Professional Services, P.A.) have executed this agreement as of the day and year first above written:

BY: _____
Aitkin County Administrator

DATE: _____

BY: _____
Aitkin County Health & Human Services Board Chairperson

DATE: _____

BY: _____
CORE Professional Services, P.A. President

DATE: _____

APPROVED AS TO FORM AND EXECUTION

BY: _____
County Attorney or Assistant

DATE: _____

COST & DELIVERY OF PURCHASED SERVICES

Case Consultation for Pre-Petition Screens \$90.00/hour

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

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

Pre-Petition Screens \$100.00/hour

Psychological Assessment	Flat Rate	\$600.00
Additional Charges for:		
	WAIS	\$200.00
	WISC	\$200.00
	WRAT	\$ 80.00

PURCHASE OF SERVICE AGREEMENT

The **Aitkin County Health & Human Services**, 204 – 1st Street NW, Aitkin, Minnesota 56431, hereafter referred to as the Department and **Nystrom & Associates**, 13021 Evergreen Drive, Baxter, MN 56425, hereafter referred to as Contractor, enter into this agreement for the period from **January 1, 2017, to December 31, 2017**.

WHEREAS, Minnesota Statutes, section 245.461 to 245.486 and 245.487 to 245.4888 establishes the Comprehensive Adult Mental Health Act and the Comprehensive Children's Mental Health Act; and

WHEREAS, the Department is required to provide Mental Health services in accordance with the Comprehensive Mental Health Act and the Comprehensive Children's Mental Health Act; and

WHEREAS, the Department pursuant to Minnesota statutes, section 373.01, 373.02, 245.465(4), and 256E.08 wishes to purchase mental health services from multi-disciplinary service Contractor; and

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

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

I SERVICES TO BE PROVIDED OR PURCHASED

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

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

II COST AND DELIVERY OF PURCHASED SERVICES

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

III DELIVERY OF CARE AND SERVICES:

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

1. The application of its intake procedures and requirements to clients.
2. The methods, times, means and personnel for furnishing Purchased Services to eligible clients.
3. The determination of when to terminate the furnishing of Purchased Services to eligible clients.

Nothing in this agreement shall be construed as requiring Contractor to provide or continue Purchased Services to or for any eligible clients.

IV AUDIT AND RECORD DISCLOSURE

1. Allow personnel of the Department, the Minnesota Department of Human Services, and the Department of Health and Human Services, access to the Contractor's records, in accordance with state and federal laws and regulations, at reasonable hours in order to exercise their responsibility to monitor the services.
2. Maintain records at **Nystrom & Associates** for audit purposes.
3. Comply with Minnesota Code for Agency Rule - Minnesota Department of Public Welfare and the Minnesota Government Practice Act, M.S. 15.1611 - 16.1698. (Suppl. 1979)

V SAFEGUARD OF CLIENT INFORMATION:

1. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality of for any purpose not directly connected with the administration of the Department's or Contractor's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client or his/her responsible parent or guardian.
2. The individual employed by the Contractor who is designated to assure compliance with Minnesota Government Data Practices Act, in accordance with Minnesota Statutes, section 13.46, subdivision 10, paragraph (d), shall be Frank Weber. Contractor reserves the right to designate an alternate individual to assure such compliance by written notice to Department.

VI EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS CLAUSE:

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

VII FAIR HEARING AND GRIEVANCE PROCEDURES:

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

VIII BONDING, INDEMNITY, AND INSURANCE CLAUSE:

1. The Contractor shall save and hold the County of Aitkin and the Department harmless from all liability for damages to persons or property arising out of the services performed under the terms of the contract. The Contractor shall indemnify the County of Aitkin and the Department for any liability assessed to the county and the Department on account of the services performed under the terms of the contract. The Contractor agrees to purchase liability insurance naming Aitkin County Department of Health & Human Services as an additional insured in an amount at least equal to the maximum liability limits set forth in Minnesota Statutes, 466.04, Subd.1, of **\$500,000** per person and **\$1,500,000** per occurrence and agrees to provide the County of Aitkin and the Department a certificate of insurance or other document demonstrating that such insurance has been procured. Contractor shall provide proof of insurance prior to commencement of Contractor's performance under this agreement.
2. Insurance: The Contractor does further agree that, in order to protect itself as well as the Department under the indemnity agreement provision hereinabove set forth, it will, at all times during the term of this contract, have and keep in force a liability insurance policy in the amount of \$1,000,000.

IX CONDITIONS OF THE PARTIES' OBLIGATIONS:

1. Before the termination date specified in the Introduction of this agreement, the Department may evaluate the performance of the Contractor in regard to the terms of this agreement to determine whether such performance merits renewal of this agreement.
2. 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.
3. No claim for services furnished by the Contractor, not specifically provided in the agreement, will be allowed by the Department, nor shall the Contractor do any work or furnish any material not covered by the agreement unless this is approved in writing by the Department. Such approval shall be considered to be a modification of the agreement.
4. If the Department determines that funds are not being administered in accordance with the approved plan and budget, they may be withdrawn after reasonable notice to the Contractor. It is understood and agreed that the parties do not anticipate that Contractor will administer funds as a result of this agreement.
5. 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.

6. In accordance with Minnesota Statutes, Section 245.466, Subd.3 (1), the Commissioner of Minnesota Department of Human Services is a third party beneficiary to this contract.

X SUBCONTRACTING

The Contractor shall not enter into subcontracts for any of the work contemplated under this agreement without written approval of the Department. All subcontracts shall be subject to the requirements of this contract. The Contractor shall be responsible for the performance of any subcontractor.

XI COMPLIANCE WITH THE CLEAN AIR ACT:

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

XII MISCELLANEOUS

1. Entire Agreement: It is understood and agreed that the entire agreement of the parties contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and Aitkin County Health and Human Services Department relating to the subject matter hereof.
2. This contract may be terminated or renegotiated upon 30 days written notification by either party.
3. **Nystrom & Associates** agrees to provide Aitkin County Health & Human Services, (attached to the contract):
 - A. Description of staffing, including job descriptions and professional qualifications of all personnel under this agreement (Attachment B).
4. Program and fiscal records shall be retained in the Contractor facility for a minimum of five years.
5. This contract may be extended for a period of six months at the option of the County of Aitkin. If the county desires to extend the term of the contract, it shall notify the Contractor in writing at least sixty days before the expiration of the contract. All terms of this contract will remain in effect pending execution of a contract amendment, execution of new contract or notice of termination.

IN WITNESS WHEREOF the Department (Aitkin County Health & Human Services) and the Contractor (Nystrom & Associates, Ltd.) have executed this agreement as of the day and year first above written:

BY: _____
Aitkin County Administrator

DATE: _____

BY: _____
Aitkin County Health & Human Services Board Chairperson

DATE: _____

BY: _____
Nystrom & Associates, President

DATE: _____

Printed Name and Title of Person Signing this document

APPROVED AS TO FORM AND EXECUTION

BY: _____
Aitkin County Attorney

DATE: _____

COST & DELIVERY OF PURCHASED SERVICES

A. Case Consultation for Pre-Petition Screens \$90.00/hour

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

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

B. Pre-Petition Screens \$100.00/hour

C. Psychological Assessment Flat Rate \$600.00
 Additional Charges for:

WAIS	\$200.00
WISC	\$200.00
WRAT	\$ 80.00

D. Outpatient Psychiatric Evaluation Flat Rate \$440.00

E. Outpatient Psychiatric Med Check Flat Rate \$205.00

F. Outpatient Therapy Flat Rate \$136.00

G. Travel \$.45/minute

PURCHASE OF SERVICE AGREEMENT

VI. - C. - 5.

The Aitkin County Health & Human Services Courthouse, Aitkin, Minnesota 56431, hereafter referred to as the Department and Northern Psychiatric Associates, 7115 Forthun Road, Suite 105, Baxter, MN 56425-8598, hereafter referred to as Contractor; enter into this agreement for the period from January 1, 2017, to December 31, 2017.

WHEREAS, Minnesota Statutes, section 245.461 to 245.486 and 245.487 to 245.4888 establishes the Comprehensive Adult Mental Health Act and the Comprehensive Children's Mental Health Act; and

WHEREAS, the Department is required to provide Mental Health services in accordance with the Comprehensive Mental Health Act and the Comprehensive Children's Mental Health Act; and

WHEREAS, the Department pursuant to Minnesota statutes, section 373.01, 373.02, 245.465(4), and 256E.08 wishes to purchase mental health services from multi-disciplinary service Contractor; and

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

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

I SERVICES TO BE PROVIDED OR PURCHASED

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

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

II COST AND DELIVERY OF PURCHASED SERVICES

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

III DELIVERY OF CARE AND SERVICES:

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

1. The application of its intake procedures and requirements to clients.
2. The methods, times, means and personnel for furnishing Purchased Services to eligible clients.
3. The determination of when to terminate the furnishing of Purchased Services to eligible clients.

Nothing in this agreement shall be construed as requiring Contractor to provide or continue Purchased Services to or for any eligible clients.

IV AUDIT AND RECORD DISCLOSURE

1. Allow personnel of the Department, the Minnesota Department of Human Services, and the Department of Health and Human Services, access to the Contractors records, in accordance with state and federal laws and regulations, at reasonable hours in order to exercise their responsibility to monitor the services.
2. Maintain records at Northern Psychiatric Associates for audit purposes.
3. Comply with Minnesota Code for Agency Rule - Minnesota Department of Public Welfare and the Minnesota Government Practice Act, M.S. 15.1611 - 16.1698. (Suppl. 1979)

V SAFEGUARD OF CLIENT INFORMATION:

1. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality of for any purpose not directly connected with the administration of the Departments or Contractors responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client or his/her responsible parent or guardian.
2. The individual employed by the Contractor who is designated to assure compliance with Minnesota Government Data Practices Act, in accordance with Minnesota Statutes, section 13.46, subdivision 10, paragraph (d), shall be David Anderholm, M.D. Contractor reserves the right to designate an alternate individual to assure such compliance by written notice to Department.

VI EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS CLAUSE:

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

VII FAIR HEARING AND GRIEVANCE PROCEDURES:

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

VIII BONDING, INDEMNITY, AND INSURANCE CLAUSE:

1. The Contractor shall save and hold the County of Aitkin and the Department harmless from all liability for damages to persons or property arising out of the services performed under the terms of the contract. The Contractor shall indemnify the County of Aitkin and the Department for any liability assessed to the county and the Department on account of the services performed under the terms of the contract. The Contractor agrees to purchase liability insurance naming Aitkin County Department of Health & Human Services as an additional insured in an amount at least equal to the maximum liability limits set forth in Minnesota Statutes, 466.04, Subd.1, of \$500,000 per person and \$1,500,000 per occurrence and agrees to provide the County of Aitkin and the Department a certificate of insurance or other document demonstrating that such insurance has been procured. Contractor shall provide proof of insurance prior to commencement of Contractors performance under this agreement.
2. Insurance: The Contractor does further agree that, in order to protect itself as well as the Department under the indemnity agreement provision hereinabove set forth, it will, at all times during the term of this contract, have and keep in force a liability insurance policy in the amount of \$1,500,000.

IX CONDITIONS OF THE PARTIES OBLIGATIONS:

1. Before the termination date specified in the Introduction of this agreement, the Department may evaluate the performance of the Contractor in regard to the terms of this agreement to determine whether such performance merits renewal of this agreement.
2. 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.
3. No claim for services furnished by the Contractor, not specifically provided in the agreement, will be allowed by the Department, nor shall the Contractor do any work or furnish any material not covered by the agreement unless this is approved in writing by the Department. Such approval shall be considered to be a modification of the agreement.
4. If the Department determines that funds are not being administered in accordance with the approved plan and budget, they may be withdrawn after reasonable notice to the Contractor. It is understood and agreed that the parties do not anticipate

that Contractor will administer funds as a result of this agreement.

5. 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.
6. In accordance with Minnesota Statutes, Section 245.466, Subd.3 (1), the Commissioner of Minnesota Department of Human Services is a third party beneficiary to this contract.

X SUBCONTRACTING

The Contractor shall not enter into subcontracts for any of the work contemplated under this agreement without written approval of the Department. All subcontracts shall be subject to the requirements of this contract. The Contractor shall be responsible for the performance of any subcontractor.

XI COMPLIANCE WITH THE CLEAN AIR ACT:

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

XII MISCELLANEOUS

1. Entire Agreement: It is understood and agreed that the entire agreement of the parties contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and Aitkin County Health and Human Services Department relating to the subject matter hereof.
2. This contract may be terminated or renegotiated upon 30 days written notification by either party.
3. Northern Psychiatric Associates agrees to provide Aitkin County Health & Human Services, (attached to the contract):
 - A. Description of staffing, including job descriptions and professional qualifications of all personnel under this agreement (Attachment B).
4. Program and fiscal records shall be retained in the Contractor facility for a minimum of five years.
5. This contract may be extended for a period of six months at the option of the

County of Aitkin. If the county desires to extend the term of the contract, it shall notify the Contractor in writing at least sixty days before the expiration of the contract. All terms of this contract will remain in effect pending execution of a contract amendment, execution of new contract or notice of termination.

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

BY: _____
Aitkin County Administrator

DATE: _____

BY: _____
Commissioner Mark Wedel
Aitkin County Health & Human Services Board Chairperson

DATE: _____

BY: _____
Northern Psychiatric Associates Clinical Director

DATE: _____

Printed Name of Clinical Director

APPROVED AS TO FORM AND EXECUTION

BY: _____
County Attorney or Assistant

DATE: _____

COST & DELIVERY OF PURCHASED SERVICES

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

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

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

Mental Health Professional Time (January 1 - 31, 2017) as follows:

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

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

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

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

Northern Psychiatric Associates will bill for all services and provide a monthly reconciliation of receivables less 10% contract billing, less 25% administration fee. Aitkin County will guarantee a minimum collected of \$90 per hour.

PURCHASE OF SERVICE AGREEMENT

The Aitkin County Health & Human Services, 204 – 1st Street NW, Aitkin, MN 56431, hereafter referred to as the AGENCY, and New Pathways, Inc., PO Box 366, 310 South Ashland Street, Cambridge, MN 55008 (Program Facility located at: 714 South 6th Street, Brainerd, MN 56401), hereafter referred to as the CONTRACTOR enter into this agreement for the period from January 1, 2017 to December 31, 2017.

WITNESSETH

WHEREAS, the AGENCY understands that New Pathways, Inc. has partnered with area churches to provide a program called New Pathways' The Path to Home - Brainerd Site.

WHEREAS, New Pathways provides case management services during the daytime and the area churches provide hospitality of food, companionship, and overnight lodging within the church building during the nighttime; and

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

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

I. CONTRACTOR DUTIES:

- A. The CONTRACTOR agrees to furnish services to a population of homeless families with children from Aitkin County.
- B. Services and hospitality will be provided 24 hours a day, 7 days a week, including holidays, in the following manner:
 1. The day center will provide services between the hours of 8:00 a.m. and 4:45 p.m.
 2. The local churches will provide hospitality between the hours of 5:00 p.m. and 7:30 a.m.
 3. Transportation to the host church will be provided at 4:45 p.m.
 4. Transportation to the day center will be provided at 7:30 a.m.
- C. Day center services will include:
 1. Case Management
 2. On-site skills training consisting of job skills, parenting skills, life skills, and healthy living.
 3. On-site school teacher for children who were in a school district other than District 482, when appropriate
 4. Personal care items
 5. Transportation
 6. Clothing
 7. Shower facilities
 8. Laundry facilities
 9. Telephone numbers and addresses
 10. Internet and computer access
 11. Advocacy
 12. 6 month follow-up after discharging from the program
 13. Assistance locating housing and employment

- D. Host church services include:
1. Three meals a day (dinner, breakfast, and a packed lunch)
 2. Hospitality
 3. Overnight lodging
 4. Health and wellness checks at churches that have a parish nurse

II. COST AND DELIVERY OF PURCHASED SERVICES

- A. The total amount to be paid for services performed and goods or material supplied by the CONTRACTOR pursuant to this Agreement shall be paid by the AGENCY at the rate of \$25.00 per family per day. This rate applies to any family from Aitkin County that is served by New Pathways' The Path to Home and only for the actual days served. "Family from Aitkin County" is defined to be a family having established a residence in Aitkin County for at least thirty (30) days. Contractor and Agency will be in communication in order to ascertain this residency requirement.
- B. The CONTRACTOR certifies that the services to be provided under this agreement are not otherwise available without cost to eligible clients. The CONTRACTOR further certifies that payment claims for Purchased Services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of service. The CONTRACTOR further certifies that rates of payment do not reflect any administrative or program costs assignable to private pay or third-party pay service recipients.

III. PAYMENT FOR PURCHASED SERVICES

- A. Certification of expenditures: The CONTRACTOR must, within fifteen working days following the last day of each calendar month, submit a standard invoice for services purchased to the Aitkin County Health & Human Services AGENCY. The invoice must show a monthly record of units served.
- B. Payment: The AGENCY must, within 30 days of the date of receipt of the Invoice, make payment to the CONTRACTOR for all eligible clients identified on the invoice.

IV. DUTIES OF THE AGENCY

The AGENCY agrees to the following:

When/if the AGENCY has determined that a unit is not eligible, the AGENCY shall notify the CONTRACTOR within 24 hours of that determination.

V. AUDIT AND RECORD DISCLOSURES

The CONTRACTOR will:

- A. Submit all reports requested by the AGENCY under this section within thirty (30) days of the request, unless an extension of time is approved by the AGENCY.
- B. Allow personnel of the AGENCY, the Minnesota Department of Human Services, and the U.S. Department of Health and Human Services, access to the CONTRACTOR'S facility and records at reasonable hours to exercise their responsibility to monitor purchased services.
- C. If the collection of social service fees is delegated to the CONTRACTOR, the CONTRACTOR must provide the AGENCY with information about fees collected and the fee sources.

- D. Maintain all Direct Service records pertaining to the contract at New Pathways, Inc, 714 South 6th Street, Brainerd, MN 56401 and all financial records will be maintained at New Pathways' Business Address, PO Box 366, 310 S. Ashland St., Cambridge, MN 55008 for four years for audit purposes.
- E. Comply with policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, as defined and described in Department of Human Services rules and manuals.

VI. DATA PRACTICES

- A. The collection, maintenance, and dissemination of data pertaining to eligible persons shall be in accordance with Minnesota Statutes Chapter 13.
- B. HIPAA Protocol:
The CONTRACTOR provides assurances to the AGENCY that it will comply with Health Information Portability and Accountability Act (HIPAA) requirements necessary to protect individual identifying health information (IIHI). Use and disclosure will require that all IIHI be:
 - 1. appropriately safeguarded;
 - 2. any misuse of IIHI will be reported to the AGENCY;
 - 3. secure satisfactory assurances from any subcontractor;
 - 4. grant individuals access and ability to amend their IIHI;
 - 5. make available an accounting of disclosures; release applicable records to the AGENCY or Department of Human Services if requested; and
 - 6. upon termination, return or destroy all IIHI in accordance with conventional record destruction practices.

VII. EQUAL EMPLOYMENT OPPORTUNITY-CIVIL RIGHTS

- A. In accordance with the AGENCY'S Affirmative Action Policy and the County Commissioners' policies against discrimination, no person shall illegally, on the grounds of race, color, religion, sex, marital status, handicap, age, or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity hereunder in accordance with the provisions of any and all applicable federal and state laws against discrimination. The CONTRACTOR agrees to comply with the requirements of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973.
- B. The CONTRACTOR certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363.073. This section only applies if the grant is for more than \$100,000 and the CONTRACTOR has employed forty or more full-time employees within the State of Minnesota on a single working day during the previous 12 months.

VIII. FAIR HEARING AND GRIEVANCE PROCEDURE

- A. The AGENCY will advise applicants and eligible recipients of all of their rights to a fair hearing and the appeal process including, but not limited to , the right to appeal, a denial or exclusion from the program or failure to recognize an eligible recipient's choice of a service and of his/her right to a fair hearing in these respects. The AGENCY will make arrangements to provide such hearings.

- B. The CONTRACTOR will establish a system through which eligible recipients may present grievances about the operation of the service program, and the CONTRACTOR will advise eligible recipients of this right.

IX. INDEMNITY

- A. The CONTRACTOR agrees to defend, indemnify, and hold harmless the AGENCY and its commissioners, officers, employees, volunteer workers, and agents against any and all liability, loss, damages, costs and expenses, including attorney's fees which the AGENCY may sustain, incur, or be required to pay:
1. By reason of any eligible recipient suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving the care and services to be furnished under this Agreement, or while on premises owned, leased, or operated by the CONTRACTOR, or while being transported to or from the premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the CONTRACTOR or any officer, agent, or employee thereof;
 2. By reason of any eligible recipient causing injury to, or damage to, the property of another person during any time when the CONTRACTOR or any officer, agent, or employee thereof has undertaken or is furnishing the care and services called for under this Agreement;
 3. By reason of any person employed by the CONTRACTOR or who acts as an agent of the CONTRACTOR, its agents, officers, or employees during the performance of purchased services under this Agreement;
 4. By reason of any negligent act or omission or intentional act or omission of the CONTRACTOR, its agents, officers, or employees during the performance of purchased services under this Agreement.

X. INSURANCE

- A. The CONTRACTOR agrees that to protect itself as well as the AGENCY under the indemnity clause in this Agreement, it will at all times during the term of this Agreement have and keep in force the following insurance:
1. A general liability insurance policy in an amount of not less than \$500,000 for bodily injury or property damage to any one person, and \$1,500,000 for total injuries or damages arising from any one incident. This clause does not constitute a waiver of the County's governmental immunity or liability limits under Minnesota Statute 466 or other law.
 2. An automobile liability insurance policy covering owned, non-owned, and hired vehicles used in the provision of services under this Agreement, in an amount not less than \$1,000,000 per accident for property damage, \$1,000,000 for bodily injuries or death or damages to any one person, and \$2,000,000 for total bodily injuries or damages arising from any one accident or occurrence.
 3. Professional liability insurance policy covering personnel providing purchased services under this Agreement in an amount of not less than \$600,000 for bodily injuries, property damage, and personal injuries.
 4. Worker's Compensation in the required statutory amounts, if applicable.
- B. The CONTRACTOR shall maintain at all times during the term of this Agreement a fidelity bond in the amount of at least \$10,000 subject to a deductible not to exceed \$500, covering the activities of each person handling monies under the terms of this Agreement.
- C. This insurance requirement is intended to protect the AGENCY at a minimum to the liability limits set forth in Minnesota Statutes, Section 466.04. If the liability limits of

Minnesota Statutes, Section 466.04 are amended, the CONTRACTOR agrees to renegotiate this Agreement with the AGENCY to provide insurance coverage in conformance with the requirements of Minnesota Statutes, Section 466.04.

XI. CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION

Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statute, Section 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By Signing This Contract, The CONTRACTOR Certifies That It And Its Principals* And Employees:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department or agency; and
- B. Have not within a three-year period preceding this contract:
 - 1. been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract;
 - 2. violated any federal or state antitrust statutes; or
 - 3. committed embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property; and
- C. Are not presently indicated or otherwise criminally or civilly charged by a governmental entity for:
 - 1. commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction;
 - 2. violating any federal or state antitrust statutes; or
 - 3. committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
- D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this contract are in violation of any of the certifications set above.
- E. Shall immediately give written notice to the Contracting Officer should CONTRACTOR come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing; a public (federal, state, or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

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

XII. CONDITIONS OF THE PARTIES' OBLIGATION:

- A. It is understood and agreed that in the event the reimbursement to the AGENCY from State and Federal sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder must thereupon be terminated.
- B. This Agreement may be canceled by either party at any time, with or without cause, upon 30 days' notice, in writing, delivered by mail or in person.
- C. Before the termination date specified in Section 1 of this Agreement, the AGENCY may evaluate the performance of the CONTRACTOR in regard to terms of this Agreement to determine whether such performance merits renewal of this Agreement.
- D. Any alterations, variations, modifications, or waivers of provisions of this Agreement must be valid only when they have been reduced to writing, duly signed, and attached to the original of this Agreement.
- E. No claim for services furnished by the CONTRACTOR not specifically provided in the Agreement will be allowed by the AGENCY, nor must the CONTRACTOR do any work or furnish any material not covered by the Agreement, unless this is approved in writing by the AGENCY. Such approval must be considered to be a modification of the Agreement.
- F. In the event that there is a revision of Federal regulations which might make this Agreement ineligible for Federal financial participation, all parties will review the Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new Federal regulations.
- G. The CONTRACTOR shall provide Exposure Control Training for its employees and agents as described in laws or rules governing OSHA Regulations. Further, the CONTRACTOR hereby releases and holds harmless Aitkin County from any loss or injury suffered by the CONTRACTOR, its employees or agents, as a result of contact with infectious agents.

XIII. SUBCONTRACTING

- A. The CONTRACTOR agrees not to enter into subcontracts for any of the work contemplated under this contract without written approval of the AGENCY.
- B. All subcontractors must be subject to and must meet all the requirements of this contract.
- C. The CONTRACTOR must ensure that any and all subcontracts to provide services under this contract must contain the following language:

The subcontractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as a third-party beneficiary, is an affected party under this contract. The subcontractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or may sue the provider for any appropriate relief in law or equity, including but not limited to rescission, damages, or specific performance, of all or any part of the contract. Minnesota Department of Human Services is entitled to and may recover from the provider reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision must not be construed to limit the rights of any party to a contract or any other third party beneficiary, nor must it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver or immunity.

- D. The CONTRACTOR agrees to be responsible for the performance of any subcontractor to ensure compliance to the subcontract and Minnesota Rules, part 9525.1870, subpart 3.

XIV. NONCOMPLIANCE

- A. If the CONTRACTOR fails to comply with the provisions of this contract, the AGENCY may seek any available legal remedy.
- B. Either party must notify the other party within 30 days when a party has reasonable grounds to believe that this contract has been or will be breached in a material manner. The party receiving such notification must have 30 days, or any other such period of time as mutually agreed to by the parties, to cure the breach or anticipatory breach.

XV. MISCELLANEOUS

The CONTRACTOR acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as third-party beneficiary, is an affected party under this agreement. The CONTRACTOR specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or may sue the CONTRACTOR for any appropriate relief in law or performance of all or any part of the agreement between the County Welfare Board and the CONTRACTOR. The CONTRACTOR specifically acknowledges that the Aitkin County Health & Human Services Board and the Minnesota Department of Human Services are entitled to and may recover from the Contractor reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision must not be construed to limit the rights of any party to the agreement of any other third-party beneficiary, nor must it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.

XVI ENTIRE AGREEMENT

It is understood and agreed that the entire contract of the parties is contained herein and this contract supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

IN WITNESS WHEREOF, the AGENCY and the CONTRACTOR have executed this agreement as of the day and year first written above.

BY: _____
Aitkin County Administrator

Date: _____

BY: _____
Mark Wedel, Chairperson, Aitkin County Board of Commissioners

Date: _____

BY: _____
New Pathways Representative

Date: _____

Printed Name & Title of Person Signing for New Pathways

APPROVED AS TO FORM AND EXECUTION:

BY: _____
Jim Ratz, Aitkin County Attorney

Date: _____

CONTRACT NO.

PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT, by and between **AITKIN COUNTY BOARD OF COMMISSIONERS**, 204 First Street NW, Aitkin, Minnesota 56431 (hereinafter referred to as "Board"), and the **NORTHEAST MINNESOTA OFFICE OF JOB TRAINING**, PO Box 1028, 820 North 9th Street, Virginia, Minnesota 55792 (hereinafter referred to as "Provider"), for the period January 1, 2017 to December 31, 2017.

WITNESSETH:

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

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

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

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

I. Services to be Provided

A. **MFIP Program:**

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

B. Diversionary Work Program (DWP):

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.

The ES provider and job seekers must complete an initial employment plan within this ten days.

The ES provider must notify the county financial worker (FW) within one day that the employment plan has been completed.

The ES provider administers a work focused DWP-ES program with employment as the primary goal of the program.

The ES provider should complete employment plans that are based on a job seeker's strengths.

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.)

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.

The ES provider monitors job seeker participation and progress and apply sanctions (which result in disqualification from DWP when appropriate.

- C. Provider agrees to place minor caregivers into dual-enrollment, when appropriate, working with a Social Worker in development of the Education Plan.

D. 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.

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

II. Payment and Delivery of Services

- A. The Board and Provider agree to monitor utilization and expenditures on a monthly basis. If expenditures are substantially above or below projection, Board and Provider may consider modifications to the specified rates of payment.
- B. The Board and Provider agree that total expenditures under this agreement combined with expenditures made to other Employment and Training Providers for the same services, may not exceed the total County allocation of \$117,501.50 in State and Federal funds made to the Board for this purpose.

III. Eligibility for Services

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

IV. Payment Process

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

V. Audit and Record Disclosure

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

VI. Safeguard of Client Information

A. The use or disclosure by any party or of any private information concerning a client in a violation of any rule of confidentiality or for any purpose not directly connected with the administration of the Board's or the Provider's responsibility with respect to the Purchased Services is prohibited without the written consent of the client or responsible parent or guardian.

B. Provider agrees to comply in all respects with the Minnesota Government Data Practices Act, Minn. Stat. Section 13.01-48, and Provider further agrees to comply with any requests of Board which are necessitated by Board's obligations under said Act.

C. HIPAA COMPLIANCE

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

VII. Fair Hearing Appeal

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

VIII. Equal Employment Opportunity and Civil Rights Clause

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

IX. Rehabilitation Act Clause

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

X. Bonding, Indemnity and Insurance Clause

- A. BONDING: The Provider will obtain and maintain at all times during the term of this Agreement, a fidelity bond covering the activities of its personnel authorized to receive or distribute monies in the amount of \$50,000.
- B. INDEMNITY: The Provider agrees it shall defend, indemnify and hold harmless the Board, its officers and employees against any and all liability, loss, costs, damages and expenses that the Board, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Provider's performance or failure to adequately perform its obligations pursuant to this Purchase of Service Agreement.
- C. INSURANCE: The following insurance must be maintained for the duration of this Agreement. A Certificate of Insurance for each policy must be on file with the Aitkin County Health and Human Services Department within ten (10) days of execution of this contract and before commencement of any work under this contract. Each certificate must include a thirty (30) day notice of cancellation, non-renewal, or material change to all named and additional insureds.

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

(1) General Liability Insurance

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

(2) Business Automobile Liability Insurance

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

(3) Workers' Compensation Per Statutory Requirements

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

XI. Maintenance of Effort and Expansion of Services

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

XII. Conditions of the Parties' Obligations

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

XIII. Subcontracting and Assignment

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

XIV. Independent Contractor

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

XV. Cancellation, Default and Remedy

- A. This Agreement shall continue in effect until terminated by either party without cause, with 30 days advance, written notice delivered to the other party, served on the Director of Aitkin County Health and Human Services, 204 First Street NW, Aitkin, Minnesota 56431 on behalf of the Board; and on the Director of Northeast Minnesota Office of Job Training, 820 North 9th Street, PO Box 1028, Virginia, Minnesota 55792 on behalf of Provider.
- B. In the event of default by either party, the non-defaulting party may cancel this Agreement immediately by sending written notice of cancellation to the defaulting party at its principal business address, notwithstanding the provisions of Paragraph 15a above. The failure of the defaulting party, including the failure of any employee of the defaulting party, to abide by any of the terms, conditions or requirements expressed in this Agreement shall constitute a default if not corrected within ten (10) days of receipt of written notice of deficiency from Board.
- C. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of Board upon resolution of Board.

XVI. Single Instrument, Legality

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

IN WITNESS WHEREOF, Board and Provider agree that this contract is effective from January 1, 2017 to December 31, 2017.

PROVIDER
NORTHEAST MN OFFICE OF JOB TRAINING

AITKIN COUNTY BOARD
OF COMMISSIONERS

Chairman - Board of Directors

Mark Wedel, Chairperson

Printed Name of Signer

Date: _____

Date: _____

AITKIN COUNTY HEALTH & HUMAN
SERVICES DEPARTMENT

Executive Director

Elizabeth DeRuyck, Interim Director

Printed Name of Signer

Date: _____

Date: _____

Approved as to form and execution:

James Ratz
Aitkin County Attorney

Date: _____

IMPLEMENTATION PROCEDURES

I. Methods of Determining Eligibility

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

II. Method of Payment Authorization

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

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

- B. MFIP Program outcomes achieved, as specified in paragraph 2 of the contract;

- 1. Number of persons achieving each outcome;

- 2. Rate per outcome; and

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

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

- C. Allowable program components are:

- 1. Orientation - stating the need for immediate employment; rights, responsibilities, and obligations

2. Employment Overview - work focus of MFIP; job search resources; financial program review
3. Initial Assessment - assess the job seeker's ability to obtain and retain employment
4. Job Support Plan - specify job search activities
5. Secondary Assessment - completed for participants who have barriers to employment
6. Employment Plan - participant's overall employment goal and steps needed to achieve the goal
7. Job Readiness Activities - help participants be familiar with general work place expectations
8. Job placement - job development and job placement activities by Provider
9. On-the-Job Training - agreement with Provider and employer for client training needed for employment
10. Grant Diversion - provides subsidies to employers as an incentive to hire participants
11. Community Work Experience (CWEP) - enhance participants 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.

- C. 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;

- D. Provider shall submit a monthly invoice to Board by the 10th day of each month listing the number of MFIP participants in each service category as specified in 2 A, B, C, and D of the contract. Provider also will submit a listing of the names of each MFIP participant by service category.
- E. Provider shall submit a quarterly report to Board listing client related expenditures broken down as follows:
 - 1. Client education
 - 2. Transportation
 - 3. Employment related
 - 4. Other
- F. Provider agrees to provide additional statistical reports to Board, or its representatives, as needed and/or requested.

III. Audit and Record Disclosure

- A. Provider agrees that all monies received under this contract shall be expended for the services specified in the contract.
- B. Provider agrees to submit to Board the information required to fulfill the terms of this Agreement and the information required by State law or policy.
- C. Provider agrees to allow personnel of the Board and Aitkin County Health and Human Services Department, the State Auditor and, if appropriate, the Minnesota Department of Economic Security, access to Provider's records at reasonable hours in order to exercise their right to audit Provider's records and to monitor services.
- D. Provider agrees to maintain records at Provider's offices for six (6) years for audit purposes. Provider agrees to keep complete books and records according to generally accepted accounting principles which shall fully document receipt and expenditure of the payments received

hereunder. Provider shall also keep such books and records as are required by Board to fulfill Board's reporting responsibility to the County, State and Federal governments.

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

IV. Compliance with Injury Protection Program (IPP) Requirements

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

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

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

METHOD OF SERVICE DELIVERY

MFIP EMPLOYMENT SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SCOPE OF SERVICES

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

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

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

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

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

Information Privacy and Security.

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

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

Duties Relating to Protection of Information.

- (a) Duty to ensure proper handling of information. NEMOJT shall be responsible for ensuring proper handling and safeguarding by its employees, subcontractors, and authorized agents of protected information collected, created, used, maintained, or disclosed on behalf of DHS. This responsibility includes ensuring that employees and agents comply with and are properly trained regarding, as applicable, the laws listed above in paragraph X.X.

- (b) Minimum necessary access to information. NEMOJT shall comply with the "minimum necessary" access and disclosure rule set forth in the HIPAA and the MGDPA. The collection, creation, use, maintenance, and disclosure of protected information shall be limited to "that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government." See, respectively, 45 C.F.R. §§ 164.502(b) and 164.514(d), and Minn. Stat. § 13.05 subd. 3.
- (c) Information Requests. Unless provided for otherwise in this Agreement, if NEMOJT receives a request to release the information referred to in this Clause, NEMOJT must immediately notify DHS. DHS will give NEMOJT instructions concerning the release of the data to the requesting party before the data is released.

Use of Information. NEMOJT shall:

- Not use or further disclose protected information created, collected, received, stored, used, maintained, or disseminated in the course or performance of this Agreement other than as permitted or required by this Agreement or as required by law, either during the period of this Agreement or hereafter.
 - Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the protected information by its employees, subcontractors and agents other than as provided for by this Agreement. This includes, but is not limited to, having implemented administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic protected health information at rest and in transit that it creates, receives, maintains, or transmits on behalf of DHS.
- (a) 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.
- (b) Consistent with this Agreement, and in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any agents (including contractors and subcontractors), analysts, and others that create, receive, maintain, or transmit protected health information on behalf of the business associate, enter into a business associate agreement with any subcontractors to agree in writing to be bound by the same restrictions, conditions, and requirements that apply to it with respect to such information.

- Document such disclosures of PHI and information related to such disclosures as would be required for DHS to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- Mitigate, to the extent practicable, any harmful effects known to it of a use, disclosure, or breach of security with respect to protected information by it in violation of this Agreement.
- In accordance with HIPAA, upon obtaining knowledge of a breach or violation by a subcontractor, take appropriate steps to cure the breach or end the violation, and if such steps are unsuccessful, terminate the agreement.
- Not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by DHS.

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

- (a) Make available PHI in accordance with 45 C.F.R. § 164.524.
- (b) Make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 C.F.R. § 164.526.
- (c) Comply with the limited disclosure rules set forth in the HITECH Act, HIPAA, and the MGDPA. To the extent possible, disclosures should be in a limited data set, which is largely information with the patients’ identifying information removed, “to the extent practicable.” Pertinent identifiers include, name and social security number; street address, e-mail address, telephone and fax numbers; certificate/license numbers; vehicle identifiers and serial numbers; URLs and IP addresses; full face photos and any other comparable images; or medical record numbers, health plan beneficiary numbers, and other account numbers. If a limited data set is not feasible, or does not meet the use or disclosure, minimum necessary should be applied. The collection, creation, use, maintenance, and disclosure of protected information shall be limited to “that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.” See, respectively, 45 C.F.R. §§ 164.514, 45 C.F.R. §§ 164.502(b) and 164.514(d), and Minn. Stat. § 13.05 subd. 3.
- (d) Make its internal practices, books, records, policies, procedures, and documentation relating to the use, disclosure, and/or security of PHI available to DHS and/or the Secretary of the United States Department of Health and Human Services (HHS) for purposes of determining compliance with the Privacy Rule and Security Standards, subject to attorney-client and other applicable legal privileges.
- (e) Comply with any and all other applicable provisions of the HIPAA Privacy Rule, Administrative, and Security Standards, including future amendments thereto. Develop written policies and procedures for safeguarding and securing PHI and complying with HIPAA and the HITECH Act, and other privacy laws. Designate a privacy official to be responsible for the development and implementation of its policies and procedures as required by 45 C.F.R. Part 164, Subpart E.

- (f) To the extent XXX is to carry out one or more of DHS' obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to DHS in the performance of such obligation(s).

DHS Use of Information. DHS shall:

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

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

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

Consolidated MFIP Support Services Grant 2016 Allocation

Allocation: 179,104 Admin Limit: 13,433

BONUS: -

MFIP Employment Services:

Original

12 Month Allocation	100,000.00
Administration	7,500.00
	<u>107,500.00</u>

Per Service Provider 53,750.00

Qtrly Payments per Provider=
13,437.50

DWP Employment Services:

12 Month Allocation 20,003.00

Per Service Provider 10,001.50

Qtrly Payments per Provider=
2,500.38

Crisis:

12 Month Allocation	22,000.00
plus Bonus	-

County Administration:

12 Month Allocation 29,601.00

179,104.00

CONTRACT NO.

PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT, by and between **AITKIN COUNTY BOARD OF COMMISSIONERS**, 204 First Street NW, Aitkin, Minnesota 56431 (hereinafter referred to as "Board"), and the **ARROWHEAD ECONOMIC OPPORTUNITY AGENCY**, 702 Third Avenue South, Virginia, Minnesota 55792 (hereinafter referred to as "Provider"), for the period January 1, 2017 to December 31, 2017.

WITNESSETH:

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

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

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

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

I. Services to be Provided

A. **MFIP Program:**

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

B. Diversionary Work Program (DWP):

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.

The ES provider and job seekers must complete an initial employment plan within this ten days.

The ES provider must notify the county financial worker (FW) within one day that the employment plan has been completed.

The ES provider administers a work focused DWP-ES program with employment as the primary goal of the program.

The ES provider should complete employment plans that are based on a job seeker's strengths.

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.)

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.

The ES provider monitors job seeker participation and progress and apply sanctions (which result in disqualification from DWP when appropriate.

C. Provider agrees to place minor caregivers into dual-enrollment, when appropriate, working with a Social Worker in development of the Education Plan.

D. 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.

E. Services will be provided by:

Arrowhead Economic Opportunity Agency
702 Third Avenue South
Virginia, MN 55792

II. Payment and Delivery of Services

- A. The Board and Provider agree to monitor utilization and expenditures on a monthly basis. If expenditures are substantially above or below projection, Board and Provider may consider modifications to the specified rates of payment.
- B. The Board and Provider agree that total expenditures under this agreement combined with expenditures made to other Employment and Training Providers for the same services, may not exceed the total County allocation of \$117,501.50 in State and Federal funds made to the Board for this purpose.

III. Eligibility for Services

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

IV. Payment Process

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

V. Audit and Record Disclosure

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

VI. Safeguard of Client Information

A. The use or disclosure by any party or of any private information concerning a client in a violation of any rule of confidentiality or for any purpose not directly connected with the administration of the Board's or the Provider's responsibility with respect to the Purchased Services is prohibited without the written consent of the client or responsible parent or guardian.

B. Provider agrees to comply in all respects with the Minnesota Government Data Practices Act, Minn. Stat. Section 13.01-.48, and Provider further agrees to comply with any requests of Board which are necessitated by Board's obligations under said Act.

C. HIPAA COMPLIANCE

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

VII. Fair Hearing Appeal

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

VIII. Equal Employment Opportunity and Civil Rights Clause

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

IX. Rehabilitation Act Clause

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

X. Bonding, Indemnity and Insurance Clause

- A. BONDING: The Provider will obtain and maintain at all times during the term of this Agreement, a fidelity bond covering the activities of its personnel authorized to receive or distribute monies in the amount of \$50,000.
- B. INDEMNITY: The Provider agrees it shall defend, indemnify and hold harmless the Board, its officers and employees against any and all liability, loss, costs, damages and expenses that the Board, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Provider's performance or failure to adequately perform its obligations pursuant to this Purchase of Service Agreement.
- C. INSURANCE: The following insurance must be maintained for the duration of this Agreement. A Certificate of Insurance for each policy must be on file with the Aitkin County Health and Human Services Department within ten (10) days of execution of this contract and before commencement of any work under this contract. Each certificate must include a thirty (30) day notice of cancellation, non-renewal, or material change to all named and additional insureds.

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

(1) General Liability Insurance

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

(2) Business Automobile Liability Insurance

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

(3) Workers' Compensation Per Statutory Requirements

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

XI. Maintenance of Effort and Expansion of Services

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

XII. Conditions of the Parties' Obligations

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

XIII. Subcontracting and Assignment

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

XIV. Independent Contractor

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

XV. 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 Board; and on the Director of Arrowhead Economic Opportunity Agency, 702 Third Avenue South, Virginia, Minnesota 55792 on behalf of Provider.
- B. In the event of default by either party, the non-defaulting party may cancel this Agreement immediately by sending written notice of cancellation to the defaulting party at its principal business address, notwithstanding the provisions of Paragraph 15a above. The failure of the defaulting party, including the failure of any employee of the defaulting party, to abide by any of the terms, conditions or requirements expressed in this Agreement shall constitute a default if not corrected within ten (10) days of receipt of written notice of deficiency from Board.
- C. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of Board upon resolution of Board.

XVI. Single Instrument, Legality

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

IN WITNESS WHEREOF, Board and Provider agree that this contract is effective from January 1, 2017 to December 31, 2017.

AEOA
PROVIDER

AITKIN COUNTY BOARD
OF COMMISSIONERS

Chairman - Board of Directors

**Mark Wedel, Chairperson
Aitkin County Board of Commissioners**

Printed Name of Signer

Date: _____

Date: _____

**Harlan Tardy
Executive Director**

**Elizabeth DeRuyck, Interim Director
Aitkin County Health & Human Service**

Printed Name of Signer

Date: _____

Date: _____

Approved as to form and execution:

**James Ratz
Aitkin County Attorney**

Date: _____

IMPLEMENTATION PROCEDURES

I. Methods of Determining Eligibility

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

II. Method of Payment Authorization

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

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

MFIP Program outcomes achieved, as specified in paragraph 2 of the contract;

Number of persons achieving each outcome;

Rate per outcome;

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

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

- B. Allowable program components are:

- 1. Orientation - stating the need for immediate employment; rights, responsibilities, and obligations

2. Employment Overview - work focus of MFIP; job search resources; financial program review
3. Initial Assessment - assess the job seeker's ability to obtain and retain employment
4. Job Support Plan - specify job search activities
5. Secondary Assessment - completed for participants who have barriers to employment
6. Employment Plan - participant's overall employment goal and steps needed to achieve the goal
7. Job Readiness Activities - help participants be familiar with general work place expectations
8. Job placement - job development and job placement activities by Provider
9. On-the-Job Training - agreement with Provider and employer for client training needed for employment
10. Grant Diversion - provides subsidies to employers as an incentive to hire participants
11. Community Work Experience (CWEP) - enhance participants 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 reporting documentation. Any education plan more than 12 months needs approval by the county agency.

- C. 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;

- D. Provider shall submit a monthly invoice to Board by the 10th day of each month listing the number of MFIP participants in each service category as specified in 2 A, B, C, and D of the contract. Provider also will submit a listing of the names of each MFIP participant by service category.
- E. Provider shall submit a quarterly report to Board listing client related expenditures broken down as follows:
 - 1. Client education
 - 2. Transportation
 - 3. Employment related
 - 4. Other
- F. Provider agrees to provide additional statistical reports to Board, or its representatives, as needed and/or requested.

III. Audit and Record Disclosure

- A. Provider agrees that all monies received under this contract shall be expended for the services specified in the contract.
- B. Provider agrees to submit to Board the information required to fulfill the terms of this Agreement and the information required by State law or policy.
- C. Provider agrees to allow personnel of the Board and Aitkin County Health and Human Services Department, the State Auditor and, if appropriate, the Minnesota Department of Economic Security, access to Provider's records at reasonable hours in order to exercise their right to audit Provider's records and to monitor services.
- D. Provider agrees to maintain records at Provider's offices for six (6) years for audit purposes. Provider agrees to keep complete books and records according to generally accepted accounting principles which shall fully document receipt and expenditure of the payments received

hereunder. Provider shall also keep such books and records as are required by Board to fulfill Board's reporting responsibility to the County, State and Federal governments.

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

IV. Compliance with Injury Protection Program (IPP) Requirements

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

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

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

METHOD OF SERVICE DELIVERY

MFIP EMPLOYMENT SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SCOPE OF SERVICES

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

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

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

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

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

Information Privacy and Security.

Information Covered by this Provision. In carrying out its duties, AEOA 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. AEOA 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. AEOA shall comply with the “minimum necessary” access and disclosure rule set forth in the HIPAA and the MGDPA. The collection, creation, use, maintenance, and disclosure of protected information shall be limited to “that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.” See, respectively, 45 C.F.R. §§ 164.502(b) and 164.514(d), and Minn. Stat. § 13.05 subd. 3.
- (c) Information Requests. Unless provided for otherwise in this Agreement, if AEOA receives a request to release the information referred to in this Clause, AEOA must immediately notify DHS. DHS will give AEOA instructions concerning the release of the data to the requesting party before the data is released.

Use of Information. AEOA 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.
- (a) 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.
- (b) 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 AEOA 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, AEOA further agrees to:

- (a) Make available PHI in accordance with 45 C.F.R. § 164.524.
- (b) Make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 C.F.R. § 164.526.
- (c) Comply with the limited disclosure rules set forth in the HITECH Act, HIPAA, and the MGDPA. To the extent possible, disclosures should be in a limited data set, which is largely information with the patients’ identifying information removed, “to the extent practicable.” Pertinent identifiers include, name and social security number; street address, e-mail address, telephone and fax numbers; certificate/license numbers; vehicle identifiers and serial numbers; URLs and IP addresses; full face photos and any other comparable images; or medical record numbers, health plan beneficiary numbers, and other account numbers. If a limited data set is not feasible, or does not meet the use or disclosure, minimum necessary should be applied. The collection, creation, use, maintenance, and disclosure of protected information shall be limited to “that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.” See, respectively, 45 C.F.R. §§ 164.514, 45 C.F.R. §§ 164.502(b) and 164.514(d), and Minn. Stat. § 13.05 subd. 3.
- (d) Make its internal practices, books, records, policies, procedures, and documentation relating to the use, disclosure, and/or security of PHI available to DHS and/or the Secretary of the United States Department of Health and Human Services (HHS) for purposes of determining compliance with the Privacy Rule and Security Standards, subject to attorney-client and other applicable legal privileges.
- (e) Comply with any and all other applicable provisions of the HIPAA Privacy Rule, Administrative, and Security Standards, including future amendments thereto. Develop written policies and procedures for safeguarding and securing PHI and complying with HIPAA and the HITECH Act, and other privacy laws. Designate a privacy official to be responsible for the development and implementation of its policies and procedures as required by 45 C.F.R. Part 164, Subpart E.

- (f) To the extent XXX is to carry out one or more of DHS' obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to DHS in the performance of such obligation(s).

DHS Use of Information. DHS shall:

- (a) Only release information which it is authorized by law or regulation to share with AEOA.
- (b) Obtain any required consents, authorizations, or other permissions that may be necessary for it to share information with AEOA.
- (c) Notify AEOA 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 AEOA's use or disclosure of protected information.
- (d) Not request AEOA 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, AEOA will return to DHS or destroy all protected information received or created on behalf of DHS for purposes associated with this Agreement. A written certification of destruction or return to Authorized Representative listed in 5.1 is required. XXX will retain no copies of such protected information, provided that if both parties agree that such return or destruction is not feasible, or if AEOA is required by the applicable regulation, rule or statutory retention schedule to retain beyond the life of this Agreement, AEOA 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 AEOA 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/lfsrver/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 2016 Allocation

Allocation: 179,104

Admin Limit: 13,433

BONUS: -

MFIP Employment Services:

Original

12 Month Allocation 100,000.00

Administration 7,500.00

107,500.00

Per Service Provider 53,750.00

**Qtrly Payments per Provider=
13,437.50**

DWP Employment Services:

12 Month Allocation 20,003.00

Per Service Provider 10,001.50

**Qtrly Payments per Provider=
2,500.38**

Crisis:

12 Month Allocation 22,000.00

plus Bonus -

County Administration:

12 Month Allocation 29,601.00

179,104.00

PURCHASE OF SERVICE AGREEMENT

The **Aitkin County Health & Human Services**, 204 – 1st Street NW, Aitkin, Minnesota 56431, hereafter referred to as the *Department* and **Dr. George Petrangelo, M.S.; Ed.D., dba Family Assessment Services**, PO Box 5005, St. Cloud, MN 56302, hereafter referred to as *Contractor*; enter into this agreement for the period from **January 1, 2017, to December 31, 2017**.

WHEREAS, Minnesota Statutes, section 245.461 to 245.486 and 245.487 to 245.4888 establishes the Comprehensive Adult Mental Health Act and the Comprehensive Children's Mental Health Act; and

WHEREAS, the Department is required to provide Mental Health services in accordance with the Comprehensive Mental Health Act and the Comprehensive Children's Mental Health Act; and

WHEREAS, the Department pursuant to Minnesota statutes, section 373.01, 373.02, 245.465(4), and 256E.08 wishes to purchase mental health services from multi-disciplinary service Contractor; and

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

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

I SERVICES TO BE PROVIDED OR PURCHASED

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

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

II COST AND DELIVERY OF PURCHASED SERVICES

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

Parent Assessment Reports need to be completed within 45 days following the meeting with the client or bill may not be paid.

III DELIVERY OF CARE AND SERVICES:

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

1. The application of its intake procedures and requirements to clients.
2. The methods, times, means and personnel for furnishing Purchased Services to eligible clients.
3. The determination of when to terminate the furnishing of Purchased Services to eligible clients.

Nothing in this agreement shall be construed as requiring Contractor to provide or continue Purchased Services to or for any eligible clients.

IV AUDIT AND RECORD DISCLOSURE

1. Allow personnel of the Department, the Minnesota Department of Human Services, and the Department of Health and Human Services, access to the Contractor's records, in accordance with state and federal laws and regulations, at reasonable hours in order to exercise their responsibility to monitor the services.
2. Maintain records at **Family Assessment Services** for audit purposes.
3. Comply with Minnesota Code for Agency Rule - Minnesota Department of Public Welfare and the Minnesota Government Practice Act, M.S. 15.1611 - 16.1698. (Suppl. 1979)

V SAFEGUARD OF CLIENT INFORMATION:

1. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality of for any purpose not directly connected with the administration of the Department's or Contractor's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client or his/her responsible parent or guardian.
2. The individual employed by the Contractor who is designated to assure compliance with Minnesota Government Data Practices Act, in accordance with Minnesota Statutes, section 13.46, subdivision 10, paragraph (d), shall be Frank Weber. Contractor reserves the right to designate an alternate individual to assure such compliance by written notice to Department.

VI EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS CLAUSE:

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

VII FAIR HEARING AND GRIEVANCE PROCEDURES:

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

VIII BONDING, INDEMNITY, AND INSURANCE CLAUSE:

1. The Contractor shall save and hold the County of Aitkin and the Department harmless from all liability for damages to persons or property arising out of the services performed under the terms of the contract. The Contractor shall indemnify the County of Aitkin and the Department for any liability assessed to the county and the Department on account of the services performed under the terms of the contract. The Contractor agrees to purchase liability insurance naming Aitkin County Department of Health & Human Services as an additional insured in an amount at least equal to the maximum liability limits set forth in Minnesota Statutes, 466.04, Subd.1, of **\$500,000** per person and **\$1,500,000** per occurrence and agrees to provide the County of Aitkin and the Department a certificate of insurance or other document demonstrating that such insurance has been procured. Contractor shall provide proof of insurance prior to commencement of Contractor's performance under this agreement.
2. Insurance: The Contractor does further agree that, in order to protect itself as well as the Department under the indemnity agreement provision hereinabove set forth, it will, at all times during the term of this contract, have and keep in force a liability insurance policy in the amount of **\$1,000,000**.

IX CONDITIONS OF THE PARTIES' OBLIGATIONS:

1. Before the termination date specified in the Introduction of this agreement, the Department may evaluate the performance of the Contractor in regard to the terms of this agreement to determine whether such performance merits renewal of this agreement.
2. 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.
3. No claim for services furnished by the Contractor, not specifically provided in the agreement, will be allowed by the Department, nor shall the Contractor do any work or furnish any material not covered by the agreement unless this is approved in writing by the Department. Such approval shall be considered to be a modification of the agreement.
4. If the Department determines that funds are not being administered in accordance with the approved plan and budget, they may be withdrawn after reasonable notice to the Contractor. It is understood and agreed that the parties do not anticipate that Contractor will administer funds as a result of this agreement.
5. 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.

6. In accordance with Minnesota Statutes, Section 245.466, Subd.3 (1), the Commissioner of Minnesota Department of Human Services is a third party beneficiary to this contract.

X SUBCONTRACTING

The Contractor shall not enter into subcontracts for any of the work contemplated under this agreement without written approval of the Department. All subcontracts shall be subject to the requirements of this contract. The Contractor shall be responsible for the performance of any subcontractor.

XI COMPLIANCE WITH THE CLEAN AIR ACT:

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

XII MISCELLANEOUS

1. Entire Agreement: It is understood and agreed that the entire agreement of the parties contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and Aitkin County Health and Human Services Department relating to the subject matter hereof.
2. This contract may be terminated or renegotiated upon 30 days written notification by either party.
3. **Family Assessment Services** agrees to provide Aitkin County Health & Human Services, (attached to the contract):
 - A. Description of staffing, including job descriptions and professional qualifications of all personnel under this agreement (Attachment B).
4. Program and fiscal records shall be retained in the Contractor facility for a minimum of five years.
5. This contract may be extended for a period of six months at the option of the County of Aitkin. If the county desires to extend the term of the contract, it shall notify the Contractor in writing at least sixty days before the expiration of the contract. All terms of this contract will remain in effect pending execution of a contract amendment, execution of new contract or notice of termination.

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

BY: _____
Mark Wedel, Chairperson
Aitkin County Board of Commissioners

DATE: _____

BY: _____
Elizabeth DeRuyck
Aitkin County Interim Director

DATE: _____

BY: _____
George Petrangelo, M.S.; Ed.D.
dba Family Assessment Services

DATE: _____

APPROVED AS TO FORM AND EXECUTION

BY: _____
James Ratz, Aitkin County Attorney

DATE: _____

COST & DELIVERY OF PURCHASED SERVICES

- A. Assessment Process** **\$125.00 per hour**
(Assessment process will include client interviews, collateral contacts, test administration and scoring, observations of parent-child interaction, report writing, consultation with social workers, and other tasks directly related to the assessment process.)
- B. Travel Time** **\$40.00 per hour**
(Travel time will include drive-time to/from meetings with the client and /or social worker and /or home visits with the family and all other driving requirements directly required to complete the assessment.)

The Agency will reimburse the Contractor for prior-authorized, rendered services only.

**AGREEMENT Between
NORTHLAND COUNSELING CENTER, INC.
AND AITKIN COUNTY
FOR DETOXIFICATION SERVICES**

THIS AGREEMENT, made and entered into the 1st day of January, 2017, by and between the NORTHLAND COUNSELING CENTER, INC., hereinafter sometimes referred to as Northland, and AITKIN COUNTY, hereinafter sometimes referred to as the COUNTY:

WITNESSETH:

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

WHEREAS, the COUNTY wishes to purchase such detoxification services from NORTHLAND:

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PURCHASED:

Now, therefore, in consideration of the agreements hereinafter set forth, the COUNTY agrees to purchase, and NORTHLAND agrees to furnish, for the period of January 1, 2017, through December 31, 2017, the following services for AITKIN COUNTY residents to be provided in accordance with the above statutes:

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

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

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

NORTHLAND agrees to comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, and execution orders, now in effect or hereinafter adopted, pertaining to this contract or to the facilities, programs and staff for which NORTHLAND is responsible and pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, gender, sexual orientation, marital status, status with regard to public assistance, disability, or age.

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

2. COST AND DELIVERY OF CONTRACTED SERVICES:

- A. As of January 1, 2017, the COUNTY will pay for such purchased services in the amount of \$325.00 per patient day for the remaining calendar year 2016. Billing will be submitted by the contractor on a monthly basis.
- B. Service
 - (1) Bed capacity: 4
 - (2) Average length of stay: 3 days
- C. Contracted services will be provided at Northland Recovery Center located at Grand Rapids, Minnesota.
- D. Starting March 1, 2006, no charges will be billed to the County for a client's date of discharge.

3. ELIGIBILITY FOR SERVICES:

- A. Any person shall be eligible to receive services regardless of personal income.
- B. Services shall be available to individuals having a problem relating to chemical use. At least one of the factors listed below should be present before a person is admitted for services:

- (1) Any person who appears intoxicated;
- (2) Any person who has apparent need for evaluation of chemical use or abuse;
- (3) Any person in danger of relapse or seeking entry into the continuum of care and/or legal placement into the continuum of care.

4. PAYMENT FOR CONTRACTED SERVICES:

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

5. AUDIT AND RECORD DISCLOSURES:

NORTHLAND shall:

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

6. SAFEGUARD OF CLIENT INFORMATION:

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

7. BONDING, INDEMNITY, AND INSURANCE CLAUSE:

- A. NORTHLAND shall obtain and maintain at all times during the terms of this agreement, a fidelity bond covering the activities of its personnel authorized to receive or distribute monies.

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

8. CONDITIONS OF THE PARTIES' OBLIGATIONS:

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

9. SUBCONTRACTING:

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

10. MISCELLANEOUS:

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

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

By: _____
Aitkin County Administrator

Dated _____

By: _____
Commissioner Mark Wedel
Chair, Aitkin County Board of Commissioners

Dated _____

By: _____
Jim Ratz
Aitkin County Attorney

Dated _____

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

Dated _____

Printed Name and Title of Person Signing this document

**ADDENDUM
DETOXIFICATION SERVICES CONTRACT - AITKIN COUNTY**

Northland Counseling Center, Inc. provides all services identified in the contract directly with the exception of:

- 1) Emergency Acute Medical Care
Northland transfers all patients in need of acute medical care to Itasca Medical Center.

- 2) Physician Service
Northland refers to Itasca County and Aitkin County physicians for identified physician care and medication orders.

STATEMENT FOR DETOX SERVICES

PAYABLE TO: AITKIN COUNTY HEALTH & HUMAN SERVICES AITKIN COUNTY RESIDENT? Yes No
 204 FIRST ST NW
 AITKIN, MN 56431
 (218) 927-7200
 1-800-328-3744

CLIENT NAME: _____	<u>DATE OF SERVICE</u>	<u>CHARGE \$325/DAY</u>
ADDRESS: _____ _____	_____	_____
PHONE: _____ DOB: _____	_____	_____
SOCIAL SECURITY #: _____	_____	_____
HEALTH INS: _____ Client is responsible for filing own insurance claim -MEDICAL ASSISTANCE DOES NOT COVER DETOX-	_____	_____
	TOTAL DUE FROM CLIENT	\$ _____

-YOU MAY BE ELIGIBLE FOR A FEE REDUCTION FOR THESE DETOX CHARGES-

Please forward the Total Family Income form, with required proof, to the Accounting Department at Aitkin County Health & Human Services within thirty (30) days of discharge to determine if you are eligible for a fee reduction.

I have received the Tax Intercept Notice as well as the Total Family Income form to be completed and returned by client to Aitkin County Health & Human Services within thirty (30) days of leaving the detox facility.

CLIENT SIGNATURE: _____ DATE: _____

PARENT'S SIGNATURE (if Minor): _____ DATE: _____

DETOX TECH SIGNATURE: _____ DATE: _____

White: NRC

Yellow: ACH&HS

Pink: Client

DETOXIFICATION SERVICES CONTRACT

This service agreement is for the period of January 1, 2017 through December 31, 2017.

Central Minnesota Mental Health Center agrees to accept appropriate referrals from Aitkin County Health and Human Services for the purpose of providing the following detoxification services:

1. Initial health assessment and, if needed, provision of medical services either on-site or by transfer to the appropriate medical facility.
2. Detoxification surveillance and protection of client
3. Evaluation of chemical dependency and psycho-social functioning.
4. Short-term counseling related to assessment of social and health problems and oriented to development of a negotiated treatment plan.
5. Discharge planning, referral to appropriate treatment resources and follow up.

Aitkin County Health and Human Services shall reimburse Central Minnesota Mental Health Center at a daily rate of \$445.00 per client, plus charges for necessary and agreed upon medical care not included as part of the regular program and less third party payments received. When transportation is provided by Central Minnesota Mental Health Center, Aitkin County Health and Human Services shall reimburse the sum of \$150.00 for each trip.

Rates for Commitment Holds: It has been determined that by definition of a civil commitment, an individual is determined by a court of law to be a risk to themselves or others, therefore, demands and protocol above and beyond those necessary for detoxification services are warranted. These additional responsibilities are offset by a commitment hold rate of \$550/day, for every day after the 72 hour maximum detoxification stay

APP ROVED AS TO FORM AND EXECUTION:

Aitkin County Attorney


Date

Aitkin County Board Chairperson

Date

Thomas Burke, Director
Aitkin County Health & Human Services

Date



Dr. Richard Lee, Executive Director Date

11/23/16

CMHS Services Agreement for 2017

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES BETWEEN

Aitkin County Health & Human Services

(County)
and
TRIMIN SYSTEMS, INC.

Aitkin County, 204 1st Street NW, Aitkin, MN 56431

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

WITNESSETH

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

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

WHEREAS, TriMin has and will be expected to render substantial services hereunder without advance notice on an emergency basis; and

WHEREAS, TriMin and selected personnel currently are making a substantial commitment of time and resources for the future, prior to the rendering of services and the use of those resources pursuant to this Agreement, all in reliance upon this Agreement.

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

I. Systems to be supported.

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

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

II. Support Definition.

- A. Support: TriMin will provide application support for County via telephone, email and quarterly CMHS meetings. Support includes the following aspects:
1. Consultation and problem assistance
 2. New staff orientation/overview training (remotely)
 3. Bug Fixes
 4. Mandated Modifications, per II-C below
 5. Invoicing of charges to the County
- B. Special Projects: "Special Projects" are those projects which the User Group may authorize from time to time above the fixed annual amount for Support. A Special Project shall be initiated upon receipt of written notification from the CMHS Executive Board.
- C. Mandated Systems Modifications: "Mandated Systems Modifications" are those systems modifications necessitated by mandates or service program changes imposed by federal or state laws, rules, or regulations. TriMin agrees that Mandated Systems Modifications shall be undertaken without delay and with the understanding that, with respect to completion of the modifications, time is of the essence. Mandated Systems Modifications shall take precedence over any other project or maintenance service being performed pursuant to this Agreement.
- Mandated Systems Modifications services shall be included in the scope of this support agreement, provided that the estimated hours for any particular mandated modification is less than or equal to 40 hours of effort.
- In the event that a Mandated Systems Modification effort is deemed to be greater than 40 hours the Mandated Systems Modifications services shall be approved by the CMHS Executive Board and funded by Counties participating in the Annual Support for a given application (i.e. ACS or SWS).
- Mandated Systems Modifications shall be subject to the cost allocation billing rates and special conditions set forth in this Section and in Sections III. and IV. below.
- Mandated Systems Modifications shall be initiated upon receipt of authorization from the CMHS Executive Board.
- D. Direct Support: "Direct Support" is that assistance provided to the County or to a group of counties at its/their request and is not Shared Support. Direct Support includes, but is not limited to, start-up services for the County, special seminars or training or modifications for a county or counties not requested by the User Group as a whole.

III. Allocation of Charges and Costs

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

IV. Billings of Charges and Costs for Counties that submit signed agreement by December 15, 2016

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

Annual Support for ACS, paid as one-time charge (one billing): \$1,575, less \$766.45, as the 2017 credit for applying ACS funds from CMHS = **Net 2017 ACS Fee of \$808.55**

Annual Support for SWS, paid as one-time charge (one billing): \$1,575

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

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

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

\$155 per hour

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

V. Allowance for Cost of Additional Services

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

VI. Warranties of the Parties

A. TriMin represents and warrants as follows:

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

B. The County represents and warrants as follows:

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

VII. Other Conditions

- A. Entire Agreement; Requirement of a Writing: Except where negotiations are otherwise authorized in the Agreement, it is understood and agreed that the entire agreement of the parties is contained herein, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous Agreement presently in effect between the parties relating to the subject matter hereof.

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

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

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

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

- E. Expenses Incurred: No Payment shall be made under this Agreement for any expenses incurred in a manner contrary to any provision contained herein or in a manner inconsistent with any federal, state, or local law, rule, or regulations.
- F. Independent Contractor: For the purpose of this Agreement, TriMin shall be deemed an independent contractor, and not an employee of the County or the User Group. Any and all employees, members, or associates of TriMin or other persons, while engaged in the work or services required to be performed by TriMin under this Agreement, shall not be considered employees of the County or the User Group; and any and all claims that may or might arise on behalf of said employees or other persons as a consequence of any act or omission on the part of said employees or TriMin, shall in no way be the obligation or responsibility of the County or the User Group.
- G. Liability: In recognition of the fact that the software covered by this agreement is not owned by TriMin, and that TriMin has no control of the use of the software by the County, TriMin's liability in performance of this Agreement shall be satisfied by its maintaining in full force and effect professional liability insurance as set forth in Section VII-I-4, below. In no event shall TriMin be liable for any consequential, indirect, special, punitive or incidental damages, whether foreseeable or unforeseeable. The limitations of damages does not apply to indemnification claims or data practice violations.
- H. Disclaimer of Warranties: Except as expressly provided in this Agreement, there are no warranties, express or implied, including but not limited to implied warranties of merchantability or fitness for a particular purpose.
- I. Indemnification: Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be the party, its agents, servants or employees, in the execution or performance or failure to adequately perform its obligations pursuant to this Agreement.

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

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

V. Duration

The duration of this Agreement shall be January 1, 2017, to December 31, 2017, inclusive.

W. Cancellation

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

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

Accepted and Agreed for:

County: Aitkin County

Signed By: _____

Name: Mark Wedel

Title: Chair, Aitkin County Board of Commissioners

Date: _____

Signed By: _____

Name: Patrick Wussow

Title: Interim County Administrator

Date: _____

Signed By: _____

Name: Jim Ratz

Title: Aitkin County Attorney

Date: _____

Accepted and Agreed for:

TriMin Systems, Inc.

Signed By: 

Name: Joe McNiff

Title: Director of Services

Date: 12/12/16

2017 Family Planning Contract

This agreement is made and entered into on January 1, 2017, by and between Aitkin County Health and Human Services, Public Health Unit, hereinafter referred to as "ACH&HS" of 204 1st Street NW, Aitkin, MN 56431 and Riverwood HealthCare Center of 200 Bunker Hill Drive, Aitkin, MN 56431, hereinafter referred to as the "Medical Services".

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

In consideration of the mutual promises, agreements and understanding hereinafter set forth, it is hereby agreed:

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

Medical services with prior authorization shall include:

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

Medical Services shall:

1. Provide family planning method services utilizing approved standards of medical practices to:
 - a. Ensure that counseling was provided prior to provision of selected method.
 - b. Ensure voluntary selection of method by service recipient.
 - c. Inform on the advisability of females obtaining a gynecological examination with pap smear prior to initiating any family planning method.
 - d. Educate on the use of selected family planning method, including risks and benefits of the method and will not prescribe methods if in the physician's judgment, the client is high-risk.
 - e. Include methods as requiring medical intervention for:
 1. Prescription
 2. Fitting
 3. Insertion procedures
2. Collect information and maintain records of patients receiving family planning services as necessary.
3. Coordinate family planning method services a patient receives with other family planning services by the individual as provided by ACH&HS through follow-up with the family planning worker.

4. Bill ACH&HS for services with written authorization provided by the medical services to patients who have no/low income for payment including:

PROCEDURE/CLINIC BILLING	CODES	2017 PRICES
Pelvic + Physical Exam-New Patient	99384	222.50
	99385	301.00
Pelvic + Physical Exam-Est. Patient	99394	215.00
	99395	249.00
Office Visit	99201	115.50
	99202	143.00
	99203	199.50
	99204	307.50
	99211	65.50
	99212	93.50
	99213	135.50
	99214	198.00
	99215	265.00
Depo Povera Serum	90782(J1050)	51.50
Administer Injection (Depo)	96372	15.00
Nexplanon	J7307	669.00
Insert	11981	317.00
Removal	11982	358.50
PROCEDURE/HOSPITAL BILLING		
Pregnancy Test	81025	74.50
PAP	88142	100.00
Chlamydia & GC	87491	227.00
	87591	227.00
RPR Syphilis serology	86592	65.00

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

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

ACH&HS shall:

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

This agreement shall commence January 1, 2017 and continue through December 31, 2017 with an interagency evaluation of the services on or before May 31, 2017. Termination of this agreement may be made with sixty (60) days written notice of intention to the other party. This agreement may be amended by written consent of both parties and all amendments shall be attached to this agreement and made part thereof.

Mark Wedel, Chairperson, Aitkin County Board of Commissioners

Date

Liz DeRuyck, Interim Director, Aitkin County Health & Human Services

Date

Senior Physician, Riverwood HealthCare Center

Date

Printed Name of Senior Physician, Riverwood HealthCare Center

Approved as to form and execution:

Aitkin County Attorney

Date

CERTIFIED COPY OF RESOLUTION OF COUNTY BOARD OF AITKIN COUNTY, MINNESOTA
ADOPTED

By Commissioner:

Security State Bank

BE IT HEREBY RESOLVED, the Aitkin County Health and Human Service Director and the County Auditor shall be authorized to sign signature cards and handle the following depository accounts for Health and Human Services at Security State Bank: #6002170 – Foster Care Revolving Fund and #6802004 – General Assistance Emergency Revolving Fund.

BE IT FURTHER RESOLVED, that the Aitkin County Health and Human Services Fiscal Supervisor shall also be authorized to sign signature cards and handle the following depository accounts for Health and Human Services at Security State Bank: #6002170 – Foster Care Revolving Fund and #6802004 – General Assistance Emergency Revolving Fund.

Commissioner _____ moved the adoption of the resolution, seconded by Commissioner _____, and it was declared adopted upon the following vote:

FIVE MEMBERS PRESENT All Members Voting Yes

STATE OF MINNESOTA)
County of Aitkin) ss.
Office of County Auditor,)

I, Kirk Peysar, Auditor, of the County of Aitkin, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 20th day of December A.D., 2016, and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Aitkin, Minnesota, this 20th day of December A.D., 2016

KIRK PEYSAR, County Auditor

BY _____, Deputy

CERTIFIED COPY OF RESOLUTION OF COUNTY BOARD OF AITKIN COUNTY, MINNESOTA
ADOPTED

By Commissioner:

Bremer Bank

BE IT HEREBY RESOLVED, the Aitkin County Health and Human Service Director and the County Auditor shall be authorized to sign signature cards and handle the following depository accounts for Health and Human Services at Bremer Bank: #8604100012 – Aitkin County Health and Human Services, Social Welfare Fund

BE IT FURTHER RESOLVED, that the Aitkin County Health and Human Services Fiscal Supervisor shall also be authorized to sign signature cards and handle the following depository accounts for Health and Human Services at Bremer Bank: #8604100012 – Aitkin County Health and Human Services, Social Welfare Fund

Commissioner _____ moved the adoption of the resolution, seconded by Commissioner _____, and it was declared adopted upon the following vote:

FIVE MEMBERS PRESENT All Members Voting Yes

STATE OF MINNESOTA)
County of Aitkin) ss.
Office of County Auditor,)

I, Kirk Peysar, Auditor, of the County of Aitkin, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 20th day of December A.D., 2016, and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Aitkin, Minnesota, this 20th day of December A.D., 2016

KIRK PEYSAR, County Auditor

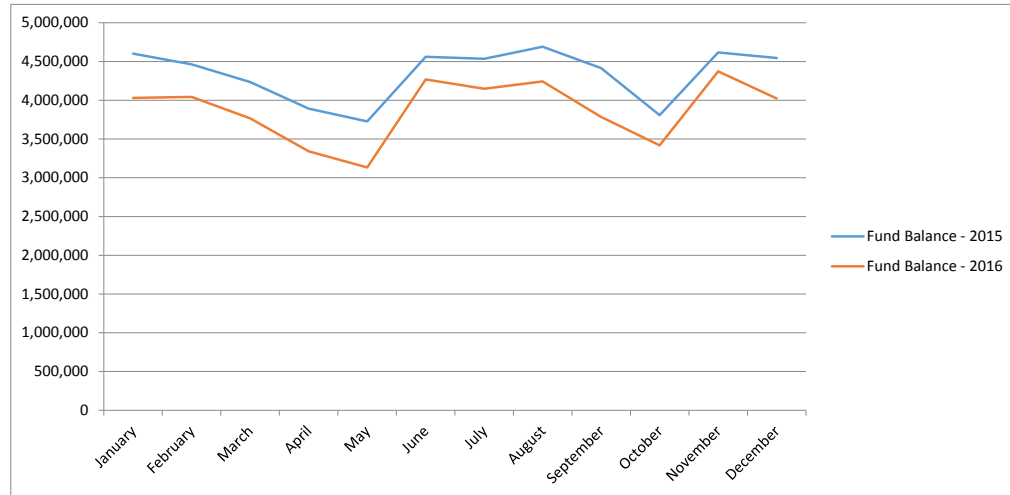
BY _____, Deputy

Aitkin County Health and Human Services

Financial Statement for Board

	January	February	March	April	May	June	July	August	September	October	November	December
Fund Balance - 2015	4,600,651	4,463,903	4,236,061	3,892,021	3,727,220	4,560,231	4,534,967	4,690,698	4,413,847	3,806,907	4,615,850	4,544,194
Fund Balance - 2016	4,031,619	4,044,030	3,768,001	3,340,621	3,133,611	4,268,703	4,147,562	4,244,044	3,785,410	3,417,297	4,372,735	4,023,206

	Jan'16	Feb'16	Mar'16	Apr'16	May'16	Jun'16	Jul'16	Aug'16	Sept'16	Oct'16	Nov'16	Dec'16	YTD 2016
Revenue:													
Tax Levy	0	0	0	0	0	(1,367,861)	0	0	0	0	(914,025)		(2,281,887)
Intergovernmental Revenue	0	(1,169)	0	0	(3,147)	0	(3,335)	(20,544)	(322)	(17,249)	(60,203)		(105,969)
State Revenue	(19,245)	(59,763)	(115,492)	(8,961)	(66,622)	(117,642)	(255,430)	(171,252)	(96,666)	(12,643)	(53,211)		(976,927)
Federal Revenue	(41,861)	(297,808)	(186,519)	(47,508)	(204,076)	(269,069)	(38,978)	(295,850)	(153,063)	(62,261)	(269,340)		(1,866,333)
Third Party Revenue	(21,482)	(26,607)	(23,547)	(25,549)	(35,066)	(30,230)	(39,229)	(29,940)	(27,486)	(25,862)	(31,611)		(316,606)
Misc. Revenue/Pass Thru	(21,936)	(38,247)	(24,312)	(102,738)	(17,656)	(27,772)	(13,328)	(25,325)	(4,843)	(14,195)	(7,790)	(1,460)	(299,603)
Expenditure:													
Payments for Recipients	204,263	112,406	131,528	166,226	254,225	192,810	130,076	129,105	138,248	167,022	99,123	112,212	1,837,244
Payroll	377,040	314,235	318,366	452,751	307,453	308,870	326,898	302,908	431,036	320,081	306,398	203,559	3,969,594
Services/Charges and Fees	43,687	36,473	22,387	31,223	18,423	17,695	39,994	20,812	25,069	25,277	20,535	21,559	323,135
Travel and Insurance	43,664	3,482	6,996	4,531	3,710	5,110	6,202	4,663	3,483	4,839	4,020	2,312	93,012
Supplies and Small Equipment	2,494	5,406	6,395	4,003	4,533	3,327	17,782	29,855	15,591	4,680	2,435	3,350	99,852
Capital Outlay	0	0	0	939	5,830	0	0	0	0	38,000	0	3,995	48,764
Misc. Expenditure/Pass Thru	14,050	4,007	7,832	17,564	9,253	12,835	12,465	17,582	7,245	5,641	5,834	4,001	118,308
Net:	580,674	52,416	143,634	492,481	276,861	(1,271,928)	183,116	(37,986)	338,292	433,330	(897,835)	349,528	642,585

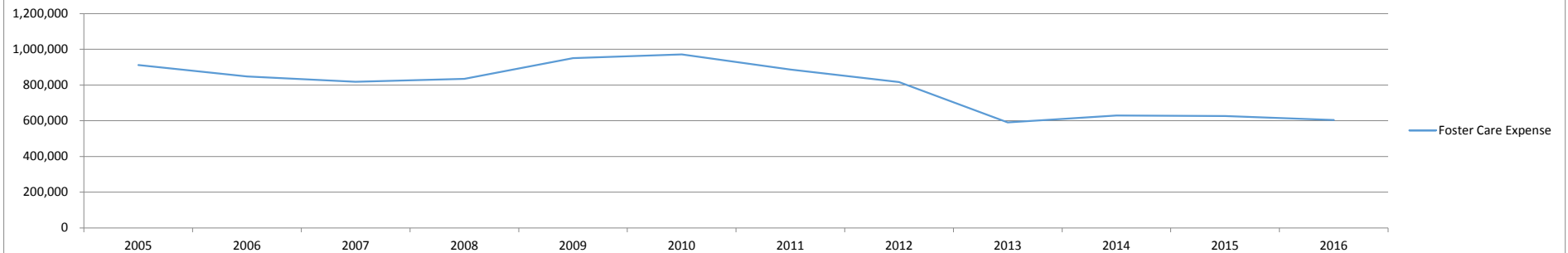


Foster Care Report

	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Foster Care Expense	911,375	847,823	818,453	834,512	950,273	970,888	886,243	816,028	590,994	628,755	626,426	604,484
# of Children	69	73	75	63	64	57	56	49	50	53		
Foster Care	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016

Child Shelter	339	3,017	5,139	0	850	0	177	2,696	2,817	0	1,071	2,384	
ICWA	185	2,448	0	0	709	0	0	0	0	0	0	0	
Corrections	0	35,626	6,465	5,444	4,227	9,488	2,656	6,151	1,378	1,968	0	0	
Treatment Foster Care	0	0	8,451	0	0	33,227	101,130	96,216	79,138	35,418	18,948	0	
ICWA	0	0	0	0	0	0	0	0	0	0	7,870	18,632	
Corrections	0	0	0	33,530	33,811	22,857	0	0	0	0	0	0	
Child Foster Care	388,841	318,577	462,600	384,829	396,552	346,845	167,154	174,298	241,526	158,688	190,403	289,650	
ICWA	22,292	49,915	101,147	131,779	99,413	111,278	138,816	92,451	11,382	24,570	52,441	72,284	
Corrections	1,365	19,740	0	0	0	18,695	11,627	9,783	0	1,998	10,011	0	
Rule 8	2,750	53,677	12,310	3,174	19,938	14,710	45,321	7,062	0	100	35,955	0	
ICWA	0	0	0	23,947	10,952	48,097	16,400	25,716	7,306	888	0	0	
Corrections	3,565	0	18,675	8,132	44,677	13,373	17,570	43,317	0	0	0	0	
Correctional	0	0	0	0	0	0	0	0	24,953	0	0	0	
ICWA	0	37,418	46,204	35,438	68,751	103,404	107,921	56,691	21,011	68,770	27,341	47,201	
Corrections	338,671	264,032	141,084	107,867	120,751	66,821	208,353	188,862	142,442	292,193	142,279	149,222	
Northstar Adoption/Kinship	0	0	0	0	0	0	0	0	0	0	0	1,973	
Extended Foster Care	0	0	0	0	0	0	1,228	0	0	100	0	0	
Electronic Monitoring	2,800	976	1,848	0	1,504	1,201	0	352	2,904	0	0	0	
Rule 5	109,597	56,466	0	61,170	95,415	103,210	70,889	99,575	21,835	119,466	96,403	139,532	
ICWA	0	0	7,175	36,321	42,836	36,960	0	0	36,571	0	48,012	27,891	
Corrections	28,130	0	0	0	0	0	0	0	0	0	0	0	
Respite	1,889	428	115	882	7,862	34,851	8,645	9,183	2,358	919	5,765	1,276	
Child Care	5,369	1,406	2,178	0	671	1,579	1,167	0	718	592	4,495	981	
Health Services	5,546	386	695	0	455	82	194	382	111	2,607	3,108	195	
Transportation	4,514	4,436	5,897	5,464	10,803	9,584	10,268	7,188	14,129	9,790	7,789	6,098	
Total Foster Care Expenses:	915,854	848,548	819,983	837,977	960,176	976,259	909,516	819,923	610,578	718,066	651,892	757,319	

Foster Care Expense

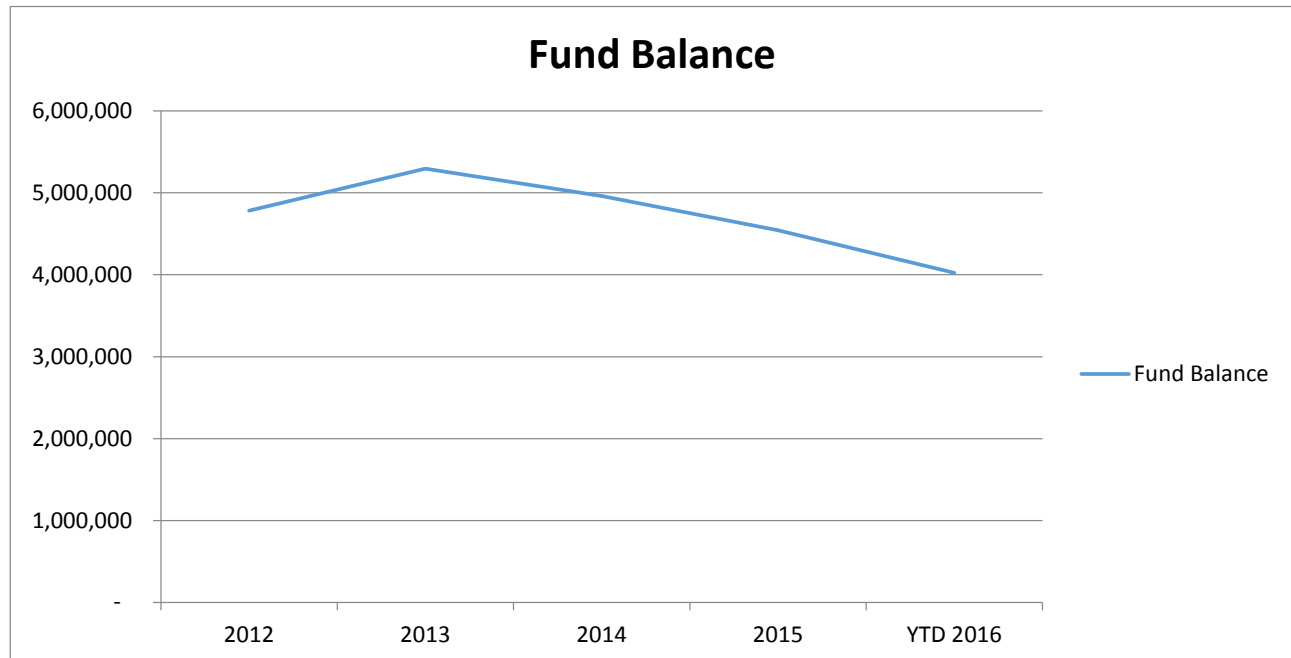


Aitkin County Health and Human Services

5-Year Trend

	2012	2013	2014	2015	YTD 2016
Fund Balance	4,783,514	5,295,266	4,959,306	4,544,194	4,023,206

	2012	2013	2014	2015	YTD 2016
Revenue:					
Tax Levy	(2,445,758)	(2,470,280)	(1,888,237)	(1,982,478)	(2,281,887)
Intergovernmental Revenue	(131,276)	(314,824)	(270,042)	(279,448)	(105,969)
State Revenue	(723,462)	(686,351)	(881,137)	(1,043,277)	(976,927)
Federal Revenue	(2,161,389)	(2,136,553)	(2,168,616)	(2,084,504)	(1,866,333)
Third Party Revenue	(204,217)	(216,749)	(207,346)	(258,635)	(316,606)
Misc. Revenue/Pass Thru	(451,664)	(359,291)	(315,012)	(388,502)	(299,603)
Expenditure:					
Payments for Recipients	1,604,609	1,417,258	1,635,621	1,719,526	1,837,244
Payroll	3,516,455	3,425,849	3,664,934	3,934,931	3,969,594
Services/Charges and Fees	397,600	423,064	336,723	343,675	323,135
Travel and Insurance	87,885	89,679	143,562	156,611	93,012
Supplies and Small Equipment	33,369	61,402	73,199	110,486	99,852
Capital Outlay	120,759	52,492	31,266	38,483	48,764
Misc. Expenditure/Pass Thru	168,640	184,723	180,414	150,934	118,308
Net Change to Fund Balance:	(188,448)	(529,581)	335,329	417,802	642,585



AITKIN COUNTY HEALTH & HUMAN SERVICE ADVISORY COMMITTEE MEETING MINUTES

X. - A.

December 7, 2016

Committee Members Present: Marlene Abear
Holly Bray
Kim DeMenge
Roberta Elvecrog
Kami Genz, Community Corrections
Carole Holten
Joy Janzen
Julie Anne Larkin
Bob Marcum
Bev Mensing, Red Cross
Commissioner Anne Marcotte
Commissioner Laurie Westerlund

Others Present: Kathy Ryan, Fiscal Supervisor
Erin Melz, Public Health Supervisor
Jessi Schultz, Social Service Supervisor
Julie Lueck, Clerk to the Advisory Committee
Liz DeRuyck, Interim Director

Guests: Joel Hoppe
Kevin Insley
Jon Moen, AFSCME Union Rep.
Shirley Scharrer

Absent: Diane Eastman, AFSCME Union Rep.
Kristine Layne, Riverwood HealthCare
Katie Nelson, Riverwood Foundation
Amanda Voller, Workforce Center

I. Approval of Agenda

Motion by Roberta Elvecrog, seconded by Bev Mensing, and carried; the vote was to approve the Agenda.

II. Approval of Minutes of the November 2, 2016 Meeting

Motion by Carole Holten, seconded by Marlene Abear, and carried; the vote was to approve the Minutes of the November 2, 2016 meeting.

III. Committee Member Input / Updates - Must be informational in nature, relative to Aitkin County Health & Human Services and not exceed (5) minutes per person.

- A. Holly Bray displayed the new Farm to School T-shirts for the Hill City School Students and Staff.
- B. Liz DeRuyck noted she is the new Interim Director while the posting and hiring process is going on.
- C. Bob Marcum told the story of helping some friends access the healthcare system.
- D. Roberta Elvecrog brought greetings from Dave Leaf, a former Advisory Committee Member.

- IV. **Purpose of the Advisory Committee & the 2017 Meetings - Kathy Ryan** discussed some recommendations from the Supervisory Staff while reviewing the packet of information disseminated to the committee members including:
- A. The question of who sets the agenda noting in the future it should be done by the Chairperson.
 - B. Discussion relative to the Task Forces and whether or not the information presented to the Task Forces by the Supervisors should be presented directly to the entire Committee.
 - C. Look at changing the By-Laws and Mission Statement to remove the area referring to a "county plan" which no longer exists and hasn't for many years even though it still appears in the Statute that has not been updated.
 - D. Discuss issues at the committee meetings that are strictly relevant to Aitkin County Health & Human Services.
 - E. Committee members act as a liaison between taxpayers and county commissioners, and make recommendations to the commissioners based on input from committee members.
 - F. Discuss frequency of committee meetings in the future.
 - G. Look at removing the Corrections Task Force since it is now a separate department within Aitkin County with its own advisory board.

V. **Task Force Reports/Updates:**

- A. **Corrections** - Roberta Elvecrog / Julie Anne Larkin - No meeting.
- B. **Public Health** – Bob Marcum / Kristine Layne / Holly Bray - No meeting.
- C. **Children's Social Services/Mental Health** – Katie Nelson / Holly Bray - No meeting.
- D. **Adult Social Services/Mental Health** – Bob Marcum / Marlene Abear / Carole Holten- No meeting.

VI. **Budget Committee Report/Update** – Roberta Elvecrog / Joy Janzen - No meeting.

VII. **Topic for Discussion/Presentations -**

- A. Introductions of one another and what each other does outside of this meeting and what brings them to the table for this meeting.

VIII. **Comments:**

A. **Comments from the Committee Members for the Commissioners relative to HHS**

B. **Feedback from the Board Meeting**

1. **November 22, 2016 – Roberta Elvecrog & Joy Janzen** - Reported about the WIC Agreement, Purchase of Service contract for the Family Resource Specialist, Kathy Ryan's Financial Report was well received, noted we would be discussion our purpose as members of this committee, Children's Justice Initiative had a farewell retirement party for Judge Solien, and discussed HeadStart referrals.

Joy Janzen discussed Operation Christmas with signup this week (Monday-Friday, December 5-9) to set an appointment to visit the "Store" next week (Tuesday, Wednesday, Thursday, December 13-14-15) at the 40 Club Convention Center to shop for \$40.00 worth of items for each child in the family plus some free items.

C. **Committee Members scheduled to attend upcoming Board Meetings in 2016:**

DECEMBER 20

Carole Holten

Roberta Elvecrog

IX. **Adjourn**

Motion by Bob Marcum, seconded by Julie Anne Larkin, and carried; the vote was to adjourn the meeting at 5:17 p.m.

Julie Lueck, Clerk to the
Aitkin County Health & Human Services Advisory Committee

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

- Draft copy of the Minutes of the November 2, 2016, Advisory Committee Meeting
- Draft Copy of the November 22, 2016 Health & Human Services Board Meeting Minutes
- Packet of Information Containing the following:
 - H&HS - Advisory Board - Guidance to Board Members
 - 2015 Minnesota Statutes - 402.03 Advisory Committee
 - Mission Statement
 - By-Laws
 - Advisory Committee Member Job Description
 - Paragraph addressing the establishment of the Advisory Committee
 - Breakdown of H&HS by Topics for Presentations
 - Topics for Discussion/Presentations in 2016
 - Activities / Meetings where the H&HS Advisory Members can participate
 - Advisory Committee Meeting Dates in 2017
 - H&HS Organizational Chart within County
 - H&HS Staff Organizational Chart
 - H&HS Unit / Program Descriptions
 - The 2015 Report for H&HS
- Mindfulness Training: Caring for Ourselves, Caring for Others from Julie Anne Larkin