

Pennington County Human Service Committee

Meeting Agenda

December 15, 2020

12:00 pm

Members Present

_____ Bruce Lawrence _____ Don Jensen _____ Cody Hempel

_____ Neil Peterson _____ Darryl Tveitbakk

Section A

- I. Minutes: Review of 11/17/2020 HSC Meeting Minutes
- II. Personnel:
 - A. Update on Social Worker position
 - B. Hiring Update
- III. General:
 - A. The CY 2021 Behavioral Health (Community-Based Services/Residential/Temporary Confinement and CD Assessment) Purchase of Service Agreements between Sanford Behavioral Health and Pennington County Human Services.
 - B. Updated Pennington County Licensed Family Child Care Variance Guidelines Brochure.
 - C. The CY 2021 Supported Employment Purchase of Service Agreement between the Occupational Development Center, Inc. and Pennington County Human Services.
 - D. Out-of-Home Cost Report
 - E. Month's End Cash Balance
 - F. Other

Section B

- I. Special Case Situations (Social Services)
- II. Income Maintenance Update
- III. Special Case Situations (Public Assistance)
- IV. Payment of Bills

Section C

- I. Dates of Upcoming Committee Meetings:

12/15/2020
12:00 pm

01/19/2021
12:00 pm

02/16/2021
12:00 pm

A regular meeting of the Pennington County Human Service Committee was held at 7:00 am, November 17, 2020, at the Pennington County Justice Center.

COMMITTEE MEMBERS PRESENT:

Darryl Tveitbakk
Don Jensen
Neil Peterson
Bruce Lawrence

STAFF MEMBERS PRESENT:

Julie Sjostrand, Director
Maureen Monson
Charles Lundgren
Tammy Johnson

SECTION A

I. MINUTES:

- A. The October 20 ,2020 Human Service Committee Meeting Minutes were electronically posted for review. Noting no corrections or changes, a recommendation was made to forward the Minutes to the Consent Agenda.

II. PERSONNEL:

- A. The Director presented an update on the hiring status of the Social Worker/Child Protection position.
- B. The Director presented an update on the hiring status of the Social Services Supervisor position.
- C.

III. GENERAL:

- A. The CY 2021 Rural Transportation Collaborative access transportation service contract with Tri-Valley Opportunity Council, Inc. was presented for consideration. Upon conclusion of the presentation a recommendation was made to forward this item to the Consent Agenda.
- B. The CY 2021 State of Minnesota Department of Human Services County Grant Children’s Mental Health Screening Contract was presented for consideration. Upon Conclusion of the presentation a recommendation was made to forward this item to the Consent Agenda.
- C. The CY 2021 MFIP/DWP Employment Services Joint Powers Agreement between this agency and the Minnesota Department of Employment and Economic Development was presented for consideration. The proposed agreement calls for a cap of \$114,566.00 for provision of MFIP (Minnesota Family Investment Program) DWP (Diversionary Work Program) services to eligible participants. Upon conclusion of the presentation a recommendation was made to forward this item to the Consent Agenda.
- D. The Director informed committee members of recent discussions with Sanford Health regarding the CY 2021 Behavioral Health (Community-Based

Services/Residential /Temporary Confinement and CD Assessment) Services. The Director also requested extensions of the current CY 2020 service agreements until new agreements are established. Upon conclusion of the presentation a recommendation was made to forward this item to the Consent Agenda.

- E. The Out-of-Home Cost Report through October 2020 was presented for Review.
- F. Month's end cash balance for October 2020 stand at \$ 3,301,898.06.

SECTION B

- I. No Social Service cases were presented for special case review.
- II. The Director presented the Emergency Assistance/Emergency General Assistance October 2020 report of activity. The Director also reported the Income Maintenance open case count stands at 1,830.
- III. No Income Maintenance cases were presented for special case consideration.
- IV. A listing of bills presented for payment was reviewed. A recommendation for payment of the bills was forwarded to the Consent Agenda.

SECTION C

Be it resolved that the foregoing record is a true and accurate recording of the official actions and recommendations of the Human Service Committee for Pennington County and, as such, constitutes the official minutes thereof.

Chair: _____

Attest: _____

NEXT COMMITTEE MEETING: December 15, 2020, at 12:00 p.m.

Expense	January 2020	February 2020	March 2020	April 2020	May 2020	June 2020	July 2020	August 2020	September 2020	October 2020	November 2020	December 2020	YTD	YTD 2019	Change
Foster Care	\$ 4,639.68	\$ 4,162.68	\$ 5,005.10	\$ 5,350.84	\$ 4,114.20	\$ 5,471.86	\$ 5,964.40	\$ 8,047.60	\$ 8,177.18	\$ 11,221.08	\$ 11,161.46	\$ -	\$ 73,316.08	\$ 49,670.71	47.6% x
Rule 4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,957.00	-100.0%
Rule 8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6.00	\$ -	\$ -	\$ -	\$ -	\$ 6.00	\$ 597.00	-99.0% x
Rule 5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,922.56	-100.0%
Corrections	\$ 19,148.00	\$ 20,665.00	\$ 15,160.00	\$ 13,599.00	\$ 22,710.00	\$ 22,924.00	\$ 19,878.00	\$ 18,128.00	\$ 17,548.00	\$ 28,262.00	\$ 40,032.55	\$ -	\$ 238,054.55	\$ 117,396.00	102.8% x
Adoption Aid	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 454.64	\$ -	\$ -	\$ -	\$ -	\$ 454.64	\$ 2,731.58	-83.4% x
Totals	\$ 23,787.68	\$ 24,827.68	\$ 20,165.10	\$ 18,949.84	\$ 26,824.20	\$ 28,395.86	\$ 25,842.40	\$ 26,636.24	\$ 25,725.18	\$ 39,483.08	\$ 51,194.01	\$ -	\$ 311,831.27	\$ 200,274.85	55.7%

Revenue	January 2020	February 2020	March 2020	April 2020	May 2020	June 2020	July 2020	August 2020	September 2020	October 2020	November 2020	December 2020	YTD	YTD 2019	Change
Reimburse	\$ -	\$ -	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ -	\$ 900.00	\$ 6,424.78	-86.0%
MH Recovery	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
4E Recovery	\$ 1,440.00	\$ -	\$ -	\$ -	\$ -	\$ 178.57	\$ -	\$ 5,867.28	\$ 4,271.20	\$ 2,543.05	\$ 3,560.27	\$ -	\$ 17,860.37	\$ 8,641.00	106.7%
NFC Settlement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Totals	\$ 1,440.00	\$ -	\$ -	\$ 800.00	\$ -	\$ 178.57	\$ -	\$ 5,967.28	\$ 4,271.20	\$ 2,543.05	\$ 3,560.27	\$ -	\$ 18,760.37	\$ 15,065.78	24.5%

Net Expense	\$ 22,347.68	\$ 24,827.68	\$ 20,165.10	\$ 18,149.84	\$ 26,824.20	\$ 28,217.29	\$ 25,842.40	\$ 20,668.96	\$ 21,453.98	\$ 36,940.03	\$ 47,633.74	\$ -	\$ 293,070.90	\$ 185,209.07	58.2%
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2019 Totals	\$ 20,488.08	\$ 14,398.54	\$ 18,389.66	\$ 18,870.82	\$ 18,361.32	\$ 20,815.17	\$ 18,634.30	\$ 13,204.44	\$ 10,724.29	\$ 13,159.48	\$ 18,162.97	\$ 17,534.65			
YTD Change	\$ 1,859.60	\$ 12,288.74	\$ 14,064.18	\$ 13,343.20	\$ 21,806.08	\$ 29,208.20	\$ 36,416.30	\$ 43,880.82	\$ 54,610.51	\$ 78,391.06	\$ 107,861.83	\$ 90,327.18			

	2019 January	2019 February	2019 March	2019 April	2019 May	2019 June	2019 July	2019 August	2019 September	2019 October	2019 November	2019 December	YTD
Expense													
Foster Care	\$ 7,196.74	\$ 3,233.92	\$ 4,614.70	\$ 4,346.82	\$ 4,591.20	\$ 5,498.49	\$ 3,297.66	\$ 6,121.44	\$ 3,242.29	\$ 4,301.48	\$ 3,225.97	\$ 4,967.65	\$ 54,638.36
Rule 4	\$ -	\$ 2,396.30	\$ 2,164.40	\$ 2,396.30	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 6,957.00
Rule 8	\$ -	\$ -	\$ -	\$ -	\$ 597	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 597.00
Rule 5	\$ 4,367.51	\$ 4,420.29	\$ 4,122.40	\$ -	\$ 0	\$ 1,030.68	\$ 8,981.64	\$ -	\$ 7,482	\$ 9,002	\$ 14,937	\$ 0	\$ 22,922.56
Corrections	\$ 9,815.00	\$ 10,445.00	\$ 8,400.00	\$ 10,662	\$ 15,295	\$ 14,796	\$ 8,060	\$ 8,502	\$ 7,482	\$ 9,002	\$ 14,937	\$ 14,054	\$ 131,450.00
Adoption Aid	\$ -	\$ -	\$ -	\$ 2,377.58	\$ -	\$ 354	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0	\$ 2,731.58
Totals	\$ 21,379.25	\$ 20,495.51	\$ 19,301.54	\$ 19,782.70	\$ 20,483.20	\$ 21,679.17	\$ 20,339.30	\$ 14,623.44	\$ 10,724.29	\$ 13,303.48	\$ 18,162.97	\$ 19,021.65	\$ 219,296.50
Revenue													
Reimburse	\$ 891.17	\$ 923.97	\$ 911.88	\$ 911.88	\$ 72.88	\$ 864.00	\$ 1,705.00	\$ -	\$ -	\$ 144.00	\$ -	\$ -	\$ 6,424.78
MH Recovery	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4E Recovery	\$ -	\$ 5,173.00	\$ -	\$ -	\$ 2,049.00	\$ -	\$ 1,419.00	\$ -	\$ -	\$ -	\$ -	\$ 1,487.00	\$ 10,128.00
NFC Sewettlement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals	\$ 891.17	\$ 6,096.97	\$ 911.88	\$ 911.88	\$ 2,121.88	\$ 864.00	\$ 1,705.00	\$ 1,419.00	\$ -	\$ 144.00	\$ -	\$ 1,487.00	\$ 16,552.78
Net Expense	\$ 20,488.08	\$ 14,398.54	\$ 18,389.66	\$ 18,870.82	\$ 18,361.32	\$ 20,815.17	\$ 18,634.30	\$ 13,204.44	\$ 10,724.29	\$ 13,159.48	\$ 18,162.97	\$ 17,534.65	\$ 202,743.72



11-430-710-3810-6057

11-430-710-3810-6057

11-430-710-3830-6050

11-430-710-3850-6050

11-430-710-3780-6095



11-430-710-0000-5501

11-430-710-0000-5439



**Pennington County Human Services
Income Maintenance Unit
2020 Active Cases by Program**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Cash												
MFIP	39	40	40	51	53	58	58	58	62	64	65	
DWP	4	3	2	1	0	0	0	0	0	0	0	
GA	42	42	44	44	47	45	42	40	43	41	38	
GRH	45	48	46	49	50	49	46	46	45	46	46	
MSA	55	54	54	52	56	55	55	55	54	52	54	
EA	0	0	1	0	0	0	1	0	1	1	0	
EGA	1	1	0	0	0	1	0	1	1	0	0	
TOTAL	186	188	187	197	206	208	202	200	206	204	203	0

Food												
SNAP	484	473	474	491	501	484	463	469	468	463	461	
TOTAL	484	473	474	491	501	484	463	469	468	463	461	0

Health Care												
MA (MAXIS)	514	513	511	520	525	528	533	537	541	542	538	
IMD	7	8	8	7	7	6	7	7	6	6	6	
QMB	238	238	239	243	244	250	255	254	254	258	256	
SLMB	62	69	66	66	65	66	60	63	66	65	64	
QI-1	18	19	18	20	19	19	19	19	19	19	20	
MA (METS/MNsure)	778	785	820	820	851	851	862	870	884	884	887	
MCRE (METS)	45	44	44	44	52	52	53	53	51	51	53	
TOTAL	1,662	1,676	1,706	1,720	1,763	1,772	1,789	1,803	1,821	1,825	1,824	0

Total Active Programs												
	2,332	2,337	2,367	2,408	2,470	2,464	2,454	2,472	2,495	2,492	2,488	0

Total Active Cases												
	1,774	1,771	1,801	1,821	1,855	1,822	1,805	1,824	1,839	1,830	1,839	0

**Pennington County Human Services
Income Maintenance Unit
Active Cases by Program
Nov-20**

Cash	# Cases	## in HH	# Adults	# Children	
MFIP	65	115	45	70	Minnesota Family Investment Program
DWP	0	0	0	0	Diversionsary Work Program
GA	38	38	38	0	General Assistance
GRH	46	46	46	0	Group Residential Housing
MSA	54	54	54	0	Minnesota Supplement Aid
EA	0	0	0	0	Emergency Assistance
EGA	0	0	0	0	Emergency General Assistance
TOTAL	203	253	183	70	

Food					
SNAP	461	463	300	163	Supplemental Nutrition Assistance Program
TOTAL	461				

Health Care					
MA (MAXIS)	538	549	461	88	Medical Assistance
IMD	6	6	6	0	Institute for Mental Disease
QMB	256	257	256	1	Qualified Medicare Beneficiary (Medicare Savings Program)
SLMB	64	68	68	0	Service Limited Medicare Beneficiary (Medicare Savings Program)
QI-1	20	24	24	0	QI-1 (Medicare Savings Program)
MA (METS/MNsure)	887				Medical Assistance (as of 11/3/2020)
MCRE (METS)	53				MinnesotaCare (as of 11/3/2020)
TOTAL	1,824	904	815	89	

TOTAL ACTIVE PROGRAMS:	2,488
TOTAL ACTIVE CASES:	1,839

CONSIDERATIONS

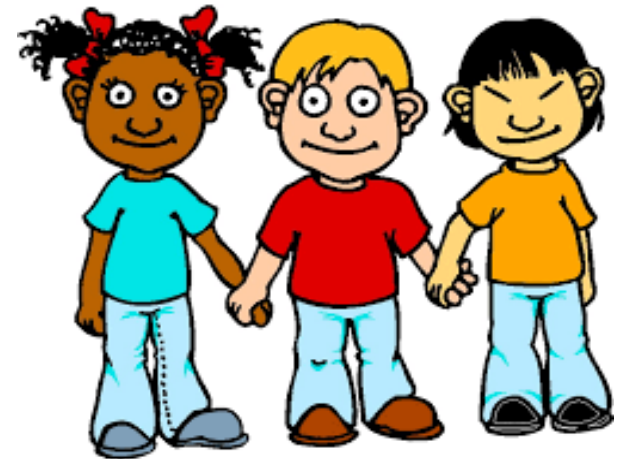
In general, Pennington County Human Services will review variances with the following in mind:

- How does the provider plan to provide for the health and safety of the children in their care;
- How reasonable and thorough is the provider's plan;
- Why is the provider requesting the variance;
- Qualifications of provider;
- Period of time of the request: beginning/ending dates (including days of the week and hours of the day)

*TO REQUEST VARIANCE FORMS,
CALL PENNINGTON COUNTY
HUMAN SERVICES*

218-681-2880

*PENNINGTON COUNTY
LICENSED FAMILY CHILD CARE
VARIANCE GUIDELINES*



Pennington County Human Services
Thief River Falls, MN

WHAT IS A VARIANCE?

A variance is the written tool to be used for requesting **PRIOR** authorization to allow for a **SHORT-TERM, TEMPORARY**, deviation from a part of the licensing rule.

HOW DO I REQUEST A VARIANCE?

The license holder must request the variance prior to the situation where it is necessary in accordance with legally required variance standards and procedures, MN Rules, part 9502.0335, subparts 8 and 8a. Contact your daycare licensor or go to the DHS provider webpage to obtain the appropriate variance request forms.

The variance form must be complete and accurate according to the variance instructions. The agency shall grant or deny the request and mail the written decision to the provider within 30 days from the date received.

LIMITATIONS

1. The variance is only valid for the particular child listed on the variance.
2. No variance can be approved retroactive to receiving the written request.
3. Any variance must be posted (without any names) in a conspicuous place for parent/guardian to view for the entirety of the variance.
4. It may be required by the licensor that all parents have signed their approval on the Variance Request Form.
5. No variance shall ever allow an overall capacity of more than 14 children, per MN Dept. of Human Services Division of Licensing. A provider that wants to serve more than 14 children at any time will be directed to DHS to apply for a Child Care Center License.
6. No variance shall exceed 90 days of the initial variance without good cause, or past the license holder's license expiration date.
7. No variance shall be approved for more than 2 infants without consideration of the total numbers in the program and a second adult caregiver may be required.

8. A variance request for capacity shall not be given in the first year of licensing.
9. A variance may be denied to a provider who has had any previous licensing infractions.
10. It will be the agency director's decision on granting any variance to a dual license holder.

Pennington County Human Services is the delegated authority, by the Commissioner of Human Services, to issue all variances for licensed family childcare **with the exception of the following:**

- A. **Dual Licensure** (MN Statute 245A.16 subd. 1 (a) (1))
- B. **Disqualification Factor** (MN Statute 245A.16 subd. 1 (a) (5) and subd. 1 (a) (7), MN Rules 9502.0335 subp. 6, and MN Rules 9555.612 subp. 4)

Requests for variances to these Statute/Rule Parts should still be sent to the Pennington County Human Services Licensing Division. However, it will then be forwarded, by the licensor, to the Department of Human Services for approval or denial.

WHAT IF I NO LONGER NEED THE VARIANCE?

Contact your licensor, in writing or by email, of the variance cancellation.

EMERGENCY VARIANCE

In order to apply for an emergency variance, the provider will need to obtain the Variance Request Form on the DHS provider webpage and sent to the Pennington County Licensing Division. The agency shall grant or deny the request and email the written decision to the provider within 2 days. Situations for an emergency variance include snowstorms, tornados, floods, school closings, and daycare closings.

OTHER OPTIONS

Another option to increase capacity would be to change the license class. Contact your daycare licensor for the procedures to change the license class.

THE FOLLOWING GUIDELINES WILL BE UTILIZED BY PENNINGTON COUNTY HUMAN SERVICES CHILD CARE LICENSING DIVISION WHEN DETERMINING THE APPROVAL OR DENIAL OF VARIANCE REQUESTS.

GUIDELINES FOR APPROVAL

A variance request to exceed a licensee's capacity limit or to exceed the age distribution requirement of a license may be denied or a variance revoked when one or more of the following conditions apply:

- The provider's license is currently under a licensing action (i.e. probation, suspension, correction orders, supervision history, etc.);
- The provider or any household member is currently under investigation for any situation that may be a potential licensing infraction;
- The provider's number of previous variances in the last 12 months; and/or
- Pennington County Human Services reserves the right to make exceptions and additions to these policies.

DENIALS AND/OR REVOCATIONS

The provider may not file an appeal with Pennington County Human Services or the MN Department of Human Services, according to the statute 245A.04 subd. 9 (3):

The Commissioner's decision to grant or deny a variance request is final and not subject to appeal under the provisions of chapter 14.

PURCHASE OF SERVICE AGREEMENT

Pennington County Human Services, 318 North Knight Avenue, Thief River Falls, MN 56701, hereafter referred to as the "Agency" and Occupational Development Center, Inc., Highway 32 South, P.O. Box 730, Thief River Falls, MN 56701, hereafter referred to as the "Contractor" enter into this agreement for the period from January 1, 2021 to December 31, 2021.

WITNESSETH

WHEREAS, the Contractor is an organization approved and certified by the Rehabilitative Service Branch of the Council on Accreditation of Rehabilitation facilities and,

WHEREAS, the Agency wishes to purchase such program services from the Contractor.

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

1. Purchase of Service

a. The Agency agrees to purchase and the Contractor agrees to furnish the following:

1. Employment Support Services
2. Employment Exploration
3. Employment Development Services

b. Incorporated by reference, the Contractor agrees to provide:

- 1) An explicit description of the services to be provided:
- 2) Program content.

c. The Contractor shall, in writing within 10 days, notify the Agency whenever it is unable to, or going to be unable to, provide the required quality or quantity of purchased services. Upon such notification, Agency and Contractor shall determine whether such inability will require modification or cancellation of said contract.

2. Cost and Delivery of Purchased Services

- a. The total amount to be paid for such Purchased Services during the term of this contract shall not exceed \$25,000.
- b. Service costs identified in 1, a. shall be as noted on the attached 2019 Fee Schedule
- c. Purchased services will be provided at Highway 32 South, P.O. Box 730, Thief River Falls, MN 56701 and at various community service sites.

3. Eligibility for Services:

The parties understand and agree that the eligibility of the client to receive the purchased services is to be determined by the Agency. The parties understand and agree that the Agency shall determine preliminary and final client eligibility.

- a. It is understood and agreed by the parties, that for fee eligible recipients, fees shall be charged and collected in accordance with a fee policy and schedule adopted by the County Board of Commissioners.
- b. The Contractor shall not charge a program or service fee to social services eligible clients.
- c. When the Agency has determined that the client is no longer eligible to receive purchased services or that services are no longer needed or appropriate, the Agency shall notify the client of the proposed termination of services in writing at least 10 days prior to the proposed agency action, and of the client's right to appeal this proposed agency action.

The Contractor shall notify the Agency and the client in writing whenever the Contractor proposes to discharge or terminate services to a client. The notice must be sent at least 10 days prior to the proposed date of discharge or termination and must include the specific grounds for discharge or termination of services. The Contractor shall not discharge or terminate services to a client prior to the proposed date unless delay would seriously endanger the health, safety, or well-being of the client or others.

4. Individual Services Plan

The parties understand and agree that all services provided to eligible recipients under the terms of this contract shall be in accordance with the Individual Service Plan developed with, for and on behalf of the individual client.

Performance of the Contractor will be monitored in accordance with client outcomes as specified in the Individual Service Plan goals and objectives.

The Agency shall not delegate the development of Support Service Plans (ISP's) to the Contractor.

5.) Payment for Purchased Services

- a. Certification of expenditures: The Contractor shall, within ten working days following the last day of each calendar month, submit a standard invoice for services purchased to the appropriate County Social Service Department.

The invoice shall show: (1) total program and administrative expenditures for the month; (2) an itemized amount by social services eligible individuals served, identifying the service(s) provided, number of units allocated to the provision of Purchased Services to reimbursement eligible clients. Contractor will submit claims for services via a Vendor Service Invoice.

- b. Payment: The Agency shall, within 30 days of the date of receipt of an invoice, make payment to the Contractor for all reimbursement eligible clients identified on the invoice.

6. Audit and Record Disclosures:

The Contractor shall:

- a. Send the following financial, statistical, and social services reports:

- (1) Progress Reports- as stated on the ISP (at least annually)
- (2) _____
- (3) _____
- (4) _____

- b. Allow personnel of the Agency, the Minnesota Department of Human Services and the 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 and access to and the right to copy records.
- c. Maintain all records pertaining to the contract at the Occupational Development Center, Highway 32 South, Thief River Falls, MN 56701, for four years for audit purposes.

- d. Comply with policies of the Minnesota Department of Human Services regarding: (1) social services recording as defined in the Department of Human Services Social Services Manual VI-5000; and (2) monitoring procedures as defined in the Social Services Manual X-1000.

7. Safeguard of Client Information:

The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality or for any purpose not directly connected with the Agency's or Contractor's responsibility with respect to the purchased services hereunder is prohibited except upon written consent of such eligible client, the client's attorney or the client's responsible parent or guardian.

The Director of the ODC is the responsible authority in charge of all data collected, used or disseminated by the Contractor in connection with the performance of this contract. See Minnesota Statutes, section 13.46, subdivision 10.

It is expressly agreed that the Contractor is not a member of or included within the welfare system for purposes of the Minnesota Government Practices Act as a result of this contract. If the Contractor is independently required to comply with any requirements of the Minnesota Government Data Practices Act, the Contractor acknowledges that the Agency shall not be liable for any violation of any provision of the Minnesota Government Data Practices Act indirectly or directly arising out of, resulting from, or in any manner attributable to actions of the Agency, its agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce the provisions of this agreement.

8. HIPAA

The Contractor agrees to 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: appropriately safeguarded; any misuse of IIHI will be reported to the Agency; secure satisfactory assurances from any subcontractor; grant individuals access and ability to amend their IIHI; make available an accounting of disclosure; release applicable records to the Agency or Department of Human Services if requested; and upon termination, return or destroy all IIHI in accordance with conventional record practices.

9. Equal Employment Opportunity and Civil Rights and Nondiscrimination

The Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USE 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504.

10. Fair Hearing and Grievance Procedures

The Contractor agrees to provide for a fair hearing and grievance procedure in conformance with and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services.

11. Bonding, Indemnity, Insurance and Audit Clause

- a. Bonding: If needed, the Contractor shall obtain and maintain at all times, during the term of this agreement, a fidelity bond covering activity of its personnel authorized to receive or distribute monies. Such bond shall be in the amount of \$25,000.00.
- b. Indemnify: The Contractor agrees that it will at all times indemnify and hold harmless the Agency from any and all liability loss, damages, costs or expenses which may be claimed against the Agency or Contractor: (1) by reason of any service client's suffering personal injury, death, or property loss or damages while either participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this agreement, or while on premises owned, leased or operated by the Contractor, or while being transported to or from said premises in any vehicle owned, operated, chartered or otherwise contracted for by the Contractor or his assigns; or (2) by reason of any service client's causing injury to, or damage to, the property of another person during any time when the Contractor or his assigns, or employee thereof has undertaken or is furnishing the care and service called for under this agreement.
- c. Insurance: The Contractor further agrees, in order to protect itself and the Agency under the indemnify provisions set forth above, to at all times during the term of this contract, have and keep in force general liability insurance in the amount of Five Hundred Thousand Dollars (\$500,000) for bodily injury or property damage to any one person and One Million Five Hundred Thousand Dollars (\$1,500,000) for total injuries or damages arising from any one occurrence. See Minnesota Statutes, section 3.736 Subd. 4 (c). The County and the Department must both be named as additional insured and shall be sent a certificate of insurance per Minnesota Statutory requirements. If applicable, the Contractor must also maintain professional liability insurance with a minimum aggregate amount of One Million Dollars (\$1,000,000).

- d. Audit: The Contractor agrees that within 60 days following the termination date of this contract, to conduct an audit of said contract, using a Certified Public Accounting Firm.

12. 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 Statutes, Section 16C.03, subd.2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/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 indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- d. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this contract are in violation of any of the certifications set forth above.

- e. Shall immediately give written notice to the Contracting Officer should Contractor come under investigation for all 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 subsidiary, division, or business segment and similar positions)

Directions for On Line Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at www.dhhs.gov/progorg/oig/.

If you do not have access to the website, and/or need the information in an alternative format, contact: [Julie Sjostrand](mailto:Julie.Sjostrand@penningtoncounty.org), Contract Manager, Pennington County Human Services, at [\(218\) 681- 2880](tel:2186812880).

13. Unavailability of Services

The Contractor certifies that the services to be provided under this agreement are not available without cost to eligible clients. The Contractor further certifies that payment for purchased services will be in accordance with rates of payment which do not exceed amounts reasonable and certifies that rates of payment do not reflect any administrative or program costs assignable to private pay or third-party pay service recipients.

14. 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 an aggregate level sufficient to allow for the purchase of the indicated quantity of purchased services, the obligation of each party hereunder shall 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 the terms of this agreement to determine whether such performance merits renewal of this agreement.
- d. Any alterations, variations, modifications or waivers or 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.
- e. No claim for services furnished by the Contractor, not specifically provided in the agreement, will be allowed by the Agency, nor shall the Contractor do any work or furnish any material not covered by the agreement, unless this is approved in writing by the Agency. Such approval shall be considered to be a modification of the agreement.
- 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.

15. Subcontracting

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

16. Miscellaneous

- a. Entire 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 agreements presently in effect between the Contractor and any County Welfare Department(s) relating to the subject matter hereof.
- b. Extensions: This contract may be extended for a period of six months, at the options of the county. If the county desires to extend the term of the contract, it shall notify the provider 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 a new contract

or notice of termination as provided under section 1C

APPROVED AS TO FORM AND EXECUTION

BY _____
County Attorney

DATED _____

BY _____
Director, County Human Services Agency

DATED _____

BY _____
Chairperson, Pennington County Board

DATED _____

BY _____
Secretary of Board of _____
(Contractor)

DATED _____

BY _____
Director of Contracting Agency

DATED _____

PURCHASE OF SERVICES AGREEMENT

THIS AGREEMENT is made for the period January 1, 2020, to December 31, 2020, between Sanford Health Network North dba Sanford Behavioral Health Center (“Sanford”) and Pennington County Human Services (“Agency”).

WHEREAS, Sanford provides, inter alia, Chemical Dependence and Temporary Confinement Services, collectively “the Services”; and

WHEREAS, the Agency wishes to purchase the Services from Sanford; and

WHEREAS, this Agreement will serve as a lead/host county agreement for other financially responsible agencies utilizing the Services.

NOW THEREFORE, in consideration of the covenants herein contained, the parties hereto have entered into this Agreement under the terms and conditions set forth below:

Agency hereby contracts with Sanford, and Sanford agrees to provide the Services to the Agency pursuant to the terms of this Agreement.

1 Chemical Dependency Services

- 1.1 Sanford will complete a Comprehensive Assessment and/or a Rule 25 Assessment for clients previously served by the county, determine presumptive eligibility, and directly bill MA for those assessments.

2 Temporary Confinement (72 Hour & Judicial Holds)

- 2.1 As Sanford capacity allows, Sanford agrees to provide mental health inpatient stays for Agency referrals under MS 253B.05 and 253B.07 as enacted as of the signing of this Agreement. Agency and Sanford agree that MS 253B.045 § 2 a and MS 256G.08 are interpreted to mean that the County of Fiscal Responsibility as defined therein is responsible for all charges not covered, including patient copays and deductibles, after third party payment sources (excluding the patient) have been exhausted. Sanford will make all reasonable efforts to collect reimbursement from third party insurers prior to billing the County of Fiscal Responsibility.
- 2.2 Agency agrees to the following rates for all stays covered under the above statutes.
 - 2.2.1 03/01/2020 – 12/31/2020 \$1,386/day
- 2.3 Upon the admission of an involuntary patient, pursuant to MN Statutes, Chapter 253B, Sanford will determine the insurance status of the patient. If the patient is not covered by an insurance plan, Sanford will encourage the patient to start an application process and provide the technology necessary for him or her to do so. If a patient does not agree to seek insurance coverage, Sanford will inform the County of Fiscal Responsibility of the patient’s refusal. Sanford cannot apply for insurance on a patient’s behalf.

2.4 In the event that a patient's visit to the Sanford Medical Center Thief River Falls emergency department results in a temporary confinement, and no suitable behavioral health inpatient bed is available after reasonable efforts to secure, Sanford will attempt to make, but will be under no obligation to provide, appropriate accommodation for the patient's needs in one of its medical/surgical rooms until more suitable accommodations can be located by Sanford or Agency. The County of Fiscal Responsibility's payment obligation in this situation is dependent upon the type of care on the medical/surgical floor deemed medically necessary.

2.4.1 Observation status – If the patient has third-party insurance coverage, the first 48 hours of the observation stay will be billed to third-party insurance. Portions of the patient stay after the first 48 hours will be the responsibility of the County of Fiscal Responsibility at the daily rates defined above. If the patient does not have third-party insurance, the entire stay will be the responsibility of the County of Fiscal Responsibility at the daily rates defined above.

2.4.2 Inpatient status – If the patient has third-party insurance coverage, such insurance will be billed first, with the remaining balance being the responsibility of the County of Fiscal Responsibility.

2.5 Sanford shall bill each patient's County of Financial Responsibility for temporary confinement costs. If the patient's County of Financial Responsibility is unknown, Sanford shall bill the county which initiated the confinement.

2.6 In the event that following a patient's visit the patient receives third party insurance coverage that is retroactive to a date on or before the patient's visit, and Agency notifies Sanford of the change at least five business days prior to the third party payor's timely filing deadline, Sanford will refund to Agency an amount equivalent to the amount previously paid by Agency minus the patient responsible balance reported by the third party insurance carrier for that visit. Coverage notifications occurring after this time will result in charges on those dates of service remaining the responsibility of Agency.

2.7 Agency agrees that charges for patient transfer to/from facilities other than Sanford Health Network North dba Sanford Medical Center Thief River Falls and Sanford Health Network North dba Sanford Behavioral Health Center are not included in the daily rate.

2.8 This agreement will serve as a lead/host county agreement for temporary confinements initiated by other financially responsible agencies.

3 Miscellaneous

3.1 Additional Sanford commitments – Sanford shall:

3.1.1 Inform Agency of any developments which may have a significant bearing on Sanford's ability to deliver any of the Services covered by this Agreement.

3.1.2 Charge fees for Services which do not unreasonably exceed the actual cost of providing such Services.

- 3.1.3 Provide Services in a manner consistent with sound business/medical practice and in compliance with Sanford's policies and procedures, including any compliance programs and business conduct codes.
- 3.1.4 Reasonably cooperate with Agency in attempting to maximize the Agency's opportunity to make use of non-Agency sources of funding.
- 3.1.5 Not do any work nor furnish any material not covered by this Agreement on behalf of Agency unless it is approved in writing by the Agency.
- 3.2 Additional Agency commitments – Agency shall:
 - 3.2.1 Where Services provided by Sanford cannot be billed within the current Agreement period, Sanford will bill and Agency agrees to remit funding for those Services from the following Agreement period's funds.
- 3.3 General liability insurance - Sanford will at all times during the term of this Agreement have and keep in force a general liability insurance policy in the amount of one million dollars (\$1,000,000) for bodily injury or property damage to any one person and three million dollars (\$3,000,000) for total injuries or damages arising from any one occurrence.
- 3.4 Professional liability insurance - Sanford must also maintain professional liability insurance with a minimum aggregate amount of one million dollars (\$1,000,000).
- 3.5 Indemnity – Sanford and Agency agree to indemnify and hold each other harmless against any and all cost, damage, expense, claim, liability, civil fine and penalty, including (but not limited to) court costs and reasonable attorneys' fees incurred by the other party arising out of or in connection with that party's negligence or failure to comply with all such laws, ordinances, rules and regulations. The indemnity provisions set forth in this section shall survive the expiration or early termination of this Agreement, and shall include but not be limited to any claims arising:
 - 3.5.1 By reason of any Service client's suffering personal injury, death, or property loss or damages either while participating in or receiving from Sanford the Services to be furnished by Sanford under this Agreement, or while on premises owned, leased or operated by Sanford, or while being transported to or from said premises in any vehicle owned, operated, chartered, or otherwise contracted for by Sanford when the cause of such injury or loss is due to Sanford's negligent or intentional acts; or
 - 3.5.2 By reason of any Service client's causing injury to, or damage to, the property of another person during any time when Sanford or its assign, or employee thereof has undertaken or is furnishing the care and Service called for under this Agreement when the cause of such injury or loss is due to Sanford's negligent or intentional acts.
- 3.6 Bonding – Sanford shall obtain and maintain at all times during the term of this Agreement, a fidelity bond covering the activity of its personnel authorized to receive or distribute monies. Such bond shall be in the amount of not less than \$100,000.

- 3.7 Confidential information – Both Sanford and Agency agree that all information with respect to the operations and business of the other party gained during the negotiations leading up to this Agreement, and from the performance of the Agreement, will be held in confidence and will not be divulged to any unauthorized person without prior written consent of the other, except for access required by law regulation, and third party reimbursement agreements.
- 3.8 HIPAA and HITECH - Sanford agrees that it is a “covered entity” as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009, and is in compliance with privacy regulations, 45 C.F.R. § 165.500, et seq. ("Privacy Regulations") and all requirements with respect to individual identifying health information (IIHI) as defined in HIPAA. Use and disclosure of IIHI will require that all IIHI be: appropriately safeguarded; misuse appropriately reported; satisfactory assurances from any subcontractor(s) secured; individuals granted access and ability to amend their IIHI; accounting of disclosure made available; and applicable records released to the Agency or Department of Human Services. The provisions of this paragraph shall survive the termination of this Agreement.
- 3.9 Equal employment opportunity, civil rights, and nondiscrimination - (When applicable) Sanford agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e), including Executive Order No. 11246, and Title VI (42 USC 200d); and the Rehabilitation Act of 1973, as amended by Section 504; (When applicable) Sanford certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363.073 (1982).
- 3.10 Fair hearing and grievance procedures – Agency agrees to provide for a fair hearing and grievance procedure in conformance with Minnesota Statutes, section 256.045, and in conjunction with the fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services.
- 3.11 Distinction of entities – This Agreement shall not be construed in any manner to make Sanford personnel employees of Agency. Agency shall not be responsible for withholding of any taxes related to the contracting with Sanford, including, but not limited to, State and Federal income tax and FICA taxes. Agency shall not be responsible for worker’s compensation benefits, unemployment compensation premiums, or any other benefits or obligations either required by law or provided by Agency to its own employees. Sanford is an independent contractor with respect to Agency.
- 3.12 Staff selection and management - Sanford agrees to furnish Agency with personnel who have the academic preparation, personal qualities, skills, licensure and experience necessary to meet relevant requirements and provide high quality Services to eligible residents in Agency’s jurisdiction. Selection of staff that will complete each Service covered under this Agreement is under Sanford’s discretion and may change throughout the Agreement term as needs dictate. Sanford will provide administrative and clinical supervision as necessary for personnel providing Services under this Agreement and assume full responsibility for their conduct. Clinical supervision will be provided by a mental health professional.

3.13 Subcontracting – Sanford may enter into subcontracts for any of the Services covered by this Agreement upon providing written notice to Agency. All subcontracts shall be subject to the requirements of this Agreement.

3.14 Audit and record disclosures – Sanford shall:

3.14.1 Allow the personnel of Agency, the Minnesota Department of Human Services, and the Department of Health and Human Services, or their designee, access to Sanford’s facility and records at reasonable hours and upon reasonable notice to exercise their responsibility to monitor purchased Services.

3.14.2 Maintain all records pertaining to this Agreement (program and fiscal) for four years for audit purposes.

3.14.3 Comply with policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, as defined in the Department of Human Services Social Services Manual, and the administrative rules of the State agency.

3.14.4 Make the results of any audits conducted by Sanford, insofar as they pertain to Services covered by this Agreement, available to the Agency at the latter’s request.

3.15 Conditions for termination

3.15.1 Medicare and Medicaid eligibility – Sanford certifies as of the execution of this Agreement and continuing through the term of this Agreement, that neither it, its member, nor employed physicians providing services under this Agreement have been excluded from participation in any federal or state Medicare, Medicaid, or other third party payor program, nor is any such action pending. Sanford shall notify Agency as soon as reasonably possible if such action is threatened or proposed. If at any time Sanford, its member or employed physicians providing services under this Agreement have been excluded, as described above, then Agency may immediately terminate this Agreement.

3.15.2 Statutory changes - It is agreed that the terms and conditions of this Agreement will be changed to reflect any change in and status of any state or federal law, rule, regulation, guideline or safe harbor regulation that has any material impact on either of the parties and of the parties’ ability to legally carry out the spirit of the Agreement and their good faith intentions. If such amendments materially change the rights and obligations of the parties hereto, either party may then terminate this Agreement upon written notice of termination which shall be effective on the effective date of the state or federal law, rule, regulation, guideline or safe harbor regulation that necessitated the amendment or the expiration date of the then current term, whichever date is earlier.

3.15.3 Funding changes - The Agency agrees to inform Sanford of any developments which may have a significant bearing on the Agency’s ability to provide funds in accord with the amounts and principles contained in this Agreement.

Should the Agency be unable to fulfill its financial obligations to Sanford due to specific reductions in federal or state funds, the obligation of both parties shall cease following a 60 day advance notice.

3.15.4 Other – Unless otherwise specified above, either party may terminate this Agreement with or without cause upon sixty (60) days prior written notice to the other party.

3.16 Conditions for modification

3.16.1 Any alterations, variation, modifications, or waivers of provisions of this Agreement will be valid only when they have been reduced to writing, and duly signed.

3.16.2 Unless otherwise specified above, if Sanford is unable to or is going to be unable to provide the required quality or quantity of Services it must notify Agency thirty (30) days before the service line is discontinued.

3.17 General terms

3.17.1 No waiver by either party or any term or provision of this Agreement shall be deemed to be a waiver of any other term or provision.

3.17.2 If any term or provision of this Agreement is now or hereafter determined to be invalid or unenforceable, such determination shall not impair the validity of the remainder of this Agreement.

3.17.3 The terms and provisions hereof shall be binding on and inure to the benefit of the successors and permitted assigns of the parties hereto.

3.17.4 This Agreement shall be construed in accordance with the laws of the State of Minnesota.

3.17.5 The Agreement is not assignable by either party without the prior written consent of the other party.

3.17.6 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 relating to the subject matter hereof.

Pennington County Human Services

By: Danyl Twitt

Its: Chair

Date: _____

Sanford Health Network North

By: _____

Its: _____

Date: _____

Reviewed and Approved:

By: [Signature]

Pennington County Attorney

Date: 2/25/20

PURCHASE OF SERVICES AGREEMENT

THIS AGREEMENT is made for the period January 1, 2020, to December 31, 2020, between Sanford Health Network North dba Sanford Behavioral Health Center (“Sanford”) and the Pennington County Human Services (“Agency”).

WHEREAS, Sanford provides a variety of behavioral health services, collectively “the Services”; and

WHEREAS, the Agency wishes to purchase the Services from Sanford.

NOW THEREFORE, in consideration of the covenants herein contained, the parties hereto have entered into this Agreement under the terms and conditions set forth below:

Agency hereby contracts with Sanford, and Sanford agrees to provide the Services to the Agency pursuant to the terms of this Agreement.

1 Northern Lights (Intensive Residential Treatment (IRTS) and Residential Crisis Stabilization (CS))

1.1 Sanford has the necessary resources and is fully capable of providing Intensive Residential Treatment Services and Residential Crisis Stabilization Services. This contract fulfills the Medical Assistance program requirements by establishing a relationship between Agency and Sanford. Further, this contract serves as a host county contract for other Agencies wishing to purchase the services covered under this section.

1.2 Program services

1.2.1 Intensive Residential Treatment Services (IRTS) (MS 256B.0622 § 2(b)) include: client supervision and direction, individualized assessment and treatment planning, living skills development, illness management and recovery, integrated dual diagnosis treatment, family education, crisis assistance, development of health care directives and crisis prevention plans, nursing services, inter-agency case coordination, and client transition and discharge planning.

1.2.2 Residential Crisis Stabilization Services (MS 256B.0624 § 2(e)) include: recipient supervision and direction, crisis relapse recovery and prevention planning services, illness management and recovery services, recipient supervision and direction, individualized crisis assessment and stabilization, treatment and discharge planning, supportive and short-term problem-solving counseling, medication monitoring, skills training, collaboration and coordination with other agencies, providers, family members and significant others in the community, and referral and linkage services to other needed continuing services.

1.3 Adherence to Regulations and MA Requirements – Sanford must:

- 1.3.1 Maintain a Rule 36 license, including applying and being approved for the variance developed by the Department which includes the applicable requirements contained in Minnesota Statutes 256B.0622 and Minnesota Rules 9520.0500 to 9520.0630.
- 1.3.2 Enroll as a Medical Assistance provider and comply with Medical Assistance policies and procedures.
- 1.3.3 Ensure that any adult requesting or receiving Intensive Residential Treatment Services is informed of their appeal rights under MS 245.477.
- 1.4 Daily Rates
 - 1.4.1 Program Services - The daily rate for Intensive Residential Treatment Services and Crisis Stabilization will be the approved Medicaid rate established by the Minnesota Department of Human Services.
 - 1.4.2 Room and Board - The room and board rate for the facility is based upon the Housing Supports rate set by the Department of Human Services and is adjusted each year on July 1st.

2 Miscellaneous

- 2.1 Additional Sanford commitments – Sanford shall:
 - 2.1.1 Inform Agency of any developments which may have a significant bearing on Sanford's ability to deliver any of the Services covered by this Agreement.
 - 2.1.2 Charge fees for Services which do not unreasonably exceed the actual cost of providing such Services.
 - 2.1.3 Provide Services in a manner consistent with sound business/medical practice and in compliance with Sanford's policies and procedures, including any compliance programs and business conduct codes.
 - 2.1.4 Reasonably cooperate with Agency in attempting to maximize the Agency's opportunity to make use of non-Agency sources of funding.
 - 2.1.5 Not do any work nor furnish any material not covered by this Agreement on behalf of Agency unless it is approved in writing by the Agency.
- 2.2 Additional Agency commitments – Agency shall:
 - 2.2.1 Where Services provided by Sanford cannot be billed within the current Agreement period, Sanford will bill the Agency and the Agency agrees to remit funding for those Services from the following Agreement period's funds.
- 2.3 General liability insurance - Sanford will at all times during the term of this Agreement have and keep in force a general liability insurance policy in the amount of one million dollars (\$1,000,000) for bodily injury or property damage to any one person and three million dollars (\$3,000,000) for total injuries or damages arising from any one occurrence.

- 2.4 Professional liability insurance - Sanford must also maintain professional liability insurance with a minimum aggregate amount of one million dollars (\$1,000,000).
- 2.5 Indemnity – Sanford and Agency agree to indemnify and hold each other harmless against any and all cost, damage, expense, claim, liability, civil fine and penalty, including (but not limited to) court costs and reasonable attorneys' fees incurred by the other party arising out of or in connection with that party's negligence or failure to comply with all such laws, ordinances, rules and regulations. The indemnity provisions set forth in this section shall survive the expiration or early termination of this Agreement, and shall include but not be limited to any claims arising:
- 2.5.1 By reason of any Service client's suffering personal injury, death, or property loss or damages either while participating in or receiving from Sanford the Services to be furnished by Sanford under this Agreement, or while on premises owned, leased or operated by Sanford, or while being transported to or from said premises in any vehicle owned, operated, chartered, or otherwise contracted for by Sanford when the cause of such injury or loss is due to Sanford's negligent or intentional acts; or
- 2.5.2 By reason of any Service client's causing injury to, or damage to, the property of another person during any time when Sanford or its assign, or employee thereof has undertaken or is furnishing the care and Service called for under this Agreement when the cause of such injury or loss is due to Sanford's negligent or intentional acts.
- 2.6 Bonding – Sanford shall obtain and maintain at all times during the term of this Agreement, a fidelity bond covering the activity of its personnel authorized to receive or distribute monies. Such bond shall be in the amount of not less than \$100,000.
- 2.7 Confidential information – Both Sanford and Agency agree that all information with respect to the operations and business of the other party gained during the negotiations leading up to this Agreement, and from the performance of the Agreement, will be held in confidence and will not be divulged to any unauthorized person without prior written consent of the other, except for access required by law regulation, and third party reimbursement agreements.
- 2.8 HIPAA and HITECH - Sanford agrees that it is a "covered entity" as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009, and is in compliance with privacy regulations, 45 C.F.R. § 165.500, et seq. ("Privacy Regulations") and all requirements with respect to individual identifying health information (IIHI) as defined in HIPAA. Use and disclosure of IIHI will require that all IIHI be: appropriately safeguarded; misuse appropriately reported; satisfactory assurances from any subcontractor(s) secured; individuals granted access and ability to amend their IIHI; accounting of disclosure made available; and applicable records released to the Agency or Department of Human Services. The provisions of this paragraph shall survive the termination of this Agreement.
- 2.9 Equal employment opportunity, civil rights, and nondiscrimination - (When applicable) Sanford agrees to comply with the Civil Rights Act of 1964, Title VII (423

USC 2000e), including Executive Order No. 11246, and Title VI (42 USC 200d); and the Rehabilitation Act of 1973, as amended by Section 504; (When applicable) Sanford certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363.073 (1982).

- 2.10 Fair hearing and grievance procedures – Agency agrees to provide for a fair hearing and grievance procedure in conformance with Minnesota Statutes, section 256.045, and in conjunction with the fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services.
- 2.11 Distinction of entities – This Agreement shall not be construed in any manner to make Sanford personnel employees of Agency. Agency shall not be responsible for withholding of any taxes related to the contracting with Sanford, including, but not limited to, State and Federal income tax and FICA taxes. Agency shall not be responsible for worker's compensation benefits, unemployment compensation premiums, or any other benefits or obligations either required by law or provided by Agency to its own employees. Sanford is an independent contractor with respect to Agency.
- 2.12 Staff selection and management - Sanford agrees to furnish Agency with personnel who have the academic preparation, personal qualities, skills, licensure and experience necessary to meet relevant requirements and provide high quality Services to eligible residents in Agency's jurisdiction. Selection of staff that will complete each Service covered under this Agreement is under Sanford's discretion and may change throughout the Agreement term as needs dictate. Sanford will provide administrative and clinical supervision as necessary for personnel providing Services under this Agreement and assumes full responsibility for their conduct. Clinical supervision will be provided by a mental health professional.
- 2.13 Subcontracting – Sanford may enter into subcontracts for any of the Services covered by this Agreement upon providing written notice to Agency. All subcontracts shall be subject to the requirements of this Agreement.
- 2.14 Audit and record disclosures – Sanford shall:
 - 2.14.1 Allow the personnel of Agency, the Minnesota Department of Human Services, and the Department of Health and Human Services, or their designee, access to Sanford's facility and records at reasonable hours and upon reasonable notice to exercise their responsibility to monitor purchased Services.
 - 2.14.2 Maintain all records pertaining to this Agreement (program and fiscal) for four years for audit purposes.
 - 2.14.3 Comply with policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, as defined in the Department of Human Services Social Services Manual, and the administrative rules of the State agency.

2.14.4 Make the results of any audits conducted by Sanford, insofar as they pertain to Services covered by this Agreement, available to the Agency at the latter's request.

2.15 Conditions for termination

2.15.1 Medicare and Medicaid eligibility – Sanford certifies as of the execution of this Agreement and continuing through the term of this Agreement, that neither it, its member, nor employed physicians have been excluded from participation in any federal or state Medicare, Medicaid, or other third party payor program, nor is any such action pending. Sanford shall notify Agency as soon as reasonably possible if such action is threatened or proposed. If at any time Sanford, its member or employed physicians have been excluded, as described above, then Agency may immediately terminate this Agreement.

2.15.2 Statutory changes - It is agreed that the terms and conditions of this Agreement will be changed to reflect any change in and status of any state or federal law, rule, regulation, guideline or safe harbor regulation that has any material impact on either of the parties and of the parties' ability to legally carry out the spirit of the Agreement and their good faith intentions. If such amendments materially change the rights and obligations of the parties hereto, either party may then terminate this Agreement upon written notice of termination which shall be effective on the effective date of the state or federal law, rule, regulation, guideline or safe harbor regulation that necessitated the amendment or the expiration date of the then current term, whichever date is earlier.

2.15.3 Funding changes - The Agency agrees to inform Sanford of any developments which may have a significant bearing on the Agency's ability to provide funds in accord with the amounts and principles contained in this Agreement. Should the Agency be unable to fulfill its financial obligations to Sanford due to specific reductions in federal or state funds, the obligation of both parties shall cease following a 60 day advance notice.

2.15.4 Other – Unless otherwise specified above, either party may terminate this Agreement with or without cause upon sixty (60) days prior written notice to the other party.

2.16 Conditions for modification

2.16.1 Any alterations, variation, modifications, or waivers of provisions of this Agreement will be valid only when they have been reduced to writing, and duly signed.

2.16.2 Unless otherwise specified above, if Sanford is unable to or going to be unable to provide the required quality or quantity of Services it must notify Agency thirty (30) days before the service line is discontinued.

2.17 General terms

2.17.1 No waiver by either party or any term or provision of this Agreement shall be deemed to be a waiver of any other term or provision.

- 2.17.2 If any term or provision of this Agreement is now or hereafter determined to be invalid or unenforceable, such determination shall not impair the validity of the remainder of this Agreement.
- 2.17.3 The terms and provisions hereof shall be binding on and inure to the benefit of the successors and permitted assigns of the parties hereto.
- 2.17.4 This Agreement shall be construed in accordance with the laws of the State of Minnesota.
- 2.17.5 The Agreement is not assignable by either party without the prior written consent of the other party.
- 2.17.6 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 relating to the subject matter hereof.

Pennington County Human Services

By: 

Its: 

Date: 1-28-20

Sanford Health Network North

By: _____

Its: _____

Date: _____

Reviewed and Approved:

By: 

Pennington County Attorney

Date: 1/28/20

PURCHASE OF SERVICES AGREEMENT

THIS AGREEMENT is made for the period January 1, 2020, to December 31, 2020, between Sanford Health Network North dba Sanford Behavioral Health Center (“Sanford”) and Pennington County Human Services (“Agency”).

WHEREAS, Sanford provides a variety of behavioral health services, collectively “the Services”; and

WHEREAS, the Agency wishes to purchase the Services from Sanford.

NOW THEREFORE, in consideration of the covenants herein contained, the parties hereto have entered into this Agreement under the terms and conditions set forth below:

Agency hereby contracts with Sanford, and Sanford agrees to provide the Services to the Agency pursuant to the terms of this Agreement.

1 Clinic Behavior Health Services (Sanford Medical Center Thief River Falls)

- 1.1 In order to provide county residents with access to formal outpatient mental health services, the Agency agrees to make fee subsidies available on a case-by-case basis to eligible residents.
- 1.2 The parties understand and agree that the eligibility of the client to receive services under this section from Sanford is to be determined in accordance with eligibility criteria mutually agreed upon by Sanford and Agency. Sanford’s interest in helping to craft eligibility criteria is to ensure that chosen criteria can be expeditiously applied by Sanford staff at the time the patient registers, and will not result in unsatisfactory billing workflows.
- 1.3 When a patient arrives at registration and indicates that he does not have third party insurance or would be unable to pay his third party copay or deductible, Sanford registration staff will encourage the patient to fill out a subsidy application form. Sanford staff will assume that the information entered by the patient is truthful, but inform the patient that a copy will be forwarded to Agency. It is Agency’s responsibility to review the applications and make a final determination regarding patient eligibility for future visits. Direct contact by Agency to Sanford regarding a patient’s qualification or disqualification for future subsidized visits will supersede the determination made using the agreed upon eligibility criteria.
- 1.4 Sanford staff will compare the information submitted by the patient to the program eligibility criteria. If the patient is eligible to receive a subsidy and would like his application processed, Sanford will charge the patient a nonrefundable application fee. This fee will be levied when the patient applies for the subsidy program, and be based on a sliding fee scale using the agreed upon eligibility criteria. Application fees collected by Sanford will remain the sole property of Sanford.
- 1.5 If Agency contacts Sanford to schedule an appointment on a patient’s behalf and indicates that the patient’s visit(s) should be part of the fee subsidy arrangement, Sanford will waive the application fee. Agency agrees to disclose to the patient prior

to service commencing that they intend to cover the patient's copays and deductibles and that Sanford will provide Agency with the information necessary to facilitate that payment.

1.6 Agency's financial responsibility:

1.6.1 Patients without third party insurance coverage who meet the eligibility criteria, and have paid the application fee will receive a 30% discount from the current listed rate for the service provided. Agency agrees to pay the remaining patient balance.

1.6.2 If the patient has third party insurance, Sanford will bill the insurance, and after insurance remittance, will bill the remaining balance to Agency. For example: (current listed rate) – (insurance reimbursement and discount) = (Agency responsibility).

1.6.3 In the event that following a patient's visit the patient receives third party insurance coverage that is retroactive to a date on or before the patient's visit, and Agency provides Sanford the sufficient and pertinent coverage information at least five business days prior to the third party payor's timely filing deadline, Sanford will refund to Agency an amount equivalent to the amount previously paid by Agency minus the patient responsible balance reported by the third party insurance carrier for that visit. Coverage notifications occurring after this time will result in charges on those dates of service remaining the responsibility of Agency.

1.6.4 Total annual Agency liability under this section will be a maximum of \$13,000. Agency will be responsible for notifying Sanford of the date it predicts the maximum will be exceeded in each calendar year so that Sanford can notify patients of the change in fiscal responsibility for their visits.

1.7 In order that Sanford receives all fee subsidies to which it is entitled for services provided during the contract term and to allow time for third party insurance payments to be remitted, Agency agrees to reimburse Sanford for fee subsidy visits that occurred during the contract term up to 90 days after the contract expires.

1.8 Primary responsibility for helping uninsured patients successfully obtain insurance coverage lies with Agency, however Sanford will make an effort to point that individual in the direction necessary to obtain such coverage.

1.9 Sanford will assume responsibility for charting and other administrative-clinical tasks, and records will be the property of Sanford.

2 Community Based Services - Adult

2.1 Community Support Program Services (CSP) –MS 245.4721

2.1.1 Agency's Areas of Responsibility

2.1.1.1 The parties understand and agree that all Services provided to eligible clients under the terms of this Agreement shall be in accordance with the Individual Community Support Plan (ICSP), developed with, for

and on behalf of the individual client by Agency (MS 245.4711 § 4 a). The Agency will not delegate the development of Individual Community Support Plans to Sanford.

2.1.1.2 Agency will assist Sanford in obtaining a copy of the diagnostic assessment/update completed by a qualified mental health professional. Although the diagnostic assessment may be performed by Sanford at Agency's request, Agency and Sanford understand and agree that diagnostic assessments are not a purchased Service covered by this agreement.

2.1.1.3 Agency is responsible for assuring that funding streams used to pay for Services offered under this section are appropriate to the clients/Services being offered. Sanford is under no obligation to repay funds deemed to have been inappropriately allocated to Services under this section.

2.1.2 Sanford's Areas of Responsibility

2.1.2.1 Sanford will work collaboratively with Agency staff to serve clients effectively and achieve treatment objectives. Sanford personnel will provide Services outlined in MS 245.4721 § 1 a-b, attend Individual Community Support Program meetings scheduled by Agency's case managers, and maintain regular verbal contact with county case managers regarding clients' progress.

2.1.2.2 Sanford will develop an individual treatment plan for each client. Individual treatment planning will be based upon a diagnostic assessment performed by a qualified mental health professional and the ICSP provided by Agency.

2.1.2.3 When discharging or terminating Services to a client who requests that such services be continued, Sanford shall prepare a summary of findings for the Agency and submit it in a timely manner.

2.1.3 Eligibility

2.1.3.1 Clients admitted to the CSP program must meet the eligibility criteria of serious and persistent mental illness (SPMI) dictated in MS 245.462 § 20 c. The parties understand and agree that a preliminary eligibility check will be the responsibility of the Agency. If the client is found by Agency to meet all criteria of the statute, the county will refer the patient to Sanford for a final eligibility check. Sanford will determine admission to the program.

2.1.3.2 If either Agency or Sanford determines that a client is no longer eligible to receive Services or no longer requires the Services, the party making the determination will notify the other party ten (10) days prior to discontinuing Services. Sanford shall not discharge or terminate Services to a client prior to the proposed termination date unless delay

would seriously endanger the health, safety, or well-being of other Service recipients or Sanford staff.

2.2 Adult Rehabilitative Mental Health Services (ARMHS) –MS 256B.0623

- 2.2.1 Agency understands that whenever appropriate, Sanford will bill the State of Minnesota for Adult Mental Health Rehabilitation Services (ARMHS) provided to county residents who are covered by an eligible insurance plan.
- 2.2.2 Agency agrees that Sanford will be the primary provider of ARMHS services.
- 2.2.3 Agency will file the appropriate paperwork designating Sanford as an approved ARMHS provider within Agency’s jurisdiction.
- 2.2.4 Agency agrees that Sanford’s practitioners/clinicians are responsible for evaluating initial eligibility, ongoing eligibility, and making determinations regarding discharge from the program.
- 2.2.5 Sanford realizes that ARMHS clients are best served when a close connection is maintained between ARMHS Services and companion Services/programs offered by Agency. Sanford will make available to the Agency statistics regarding the number of ARMHS Service hours delivered to county residents and share information pertinent to the joint delivery of care.

2.3 Targeted Case Management Service (TCM)

- 2.3.1 Targeted case management Services are outside the scope of this agreement, and Sanford does not assume clinical or fiduciary responsibility for providing these Services.

2.4 Invoicing and Payment

- 2.4.1 Sanford shall submit to Agency two invoices each month for adult community based services. The two-invoice system allows Agency to determine which funding source (CSP, Northwest 8, county dollars, etc) to associate with each client served and/or infrastructure funded. Agency will be solely responsible for tracking the number of clients served by each funding source and the dollar values of service provided under each source. Total Agency liability to Sanford, between the two invoices, for each month during the contract period will be:

2.4.1.1 January 1, 2020 – December 31, 2020 \$17,265 monthly

2.4.1.2 Fee-for-service - This invoice will present the portion of total monthly Agency liability (if any) that is most directly assignable on an individual service unit basis. The invoice will include an account of the number of billable service units, by patient name and account number, rendered to each client served during the previous calendar month and the associated costs. One service unit is equivalent to 15 minutes (unless otherwise specified) of practitioner time spent serving clients as defined under the Minnesota ARMHS and CSP statutes. The dollar value charged per service unit will be equivalent to the current

charges per unit Sanford bills for clients enrolled in its ARMHS program, and will vary as payor fee schedules are updated.

2.4.1.2.1 Individual identifying health information (IIHI) will be provided for service lines where HIPAA regulations allow.

2.4.1.3 Infrastructure – This invoice will present the balance of Agency liability that was not directly assignable on a fee-for-service basis. Because fee-for-service billings will naturally vary between months, this will also vary each month and will be calculated as follows: (total monthly Agency liability – monthly fee for service invoice amount = infrastructure invoice amount). In the event that the monthly fee-for-service invoice amount is greater than the total monthly Agency liability, zero dollars will be billed for infrastructure that month. Agency will be responsible for paying balance due within 30 days of receipt of the invoice.

2.4.1.3.1 The statement will include statistics regarding the number of hours of each service rendered during the previous calendar month as well as year to date totals. Totals will be summarized by service line.

2.4.2 Sanford certifies that it does not provide to others the Services covered by this Agreement at no cost; that rates for Services do not exceed amounts reasonable and necessary to assure quality of Services.

2.4.3 Sanford will assume financial responsibility for all supplies, facilities (other than Agency's facility), outside services and staff travel necessary to provide quality program Services.

2.4.4 Reimbursement by Medical Assistance and other third-party payers for services billable to those payers will be retained by Sanford for the delivery of said services.

2.5 Program Capacity

2.5.1 Sanford agrees to provide enough staff and resources to accommodate a caseload of approximately 55 clients. The actual capacity of the program at a given time may be slightly lower or higher than this number depending on the acuity of already enrolled clients.

2.5.2 Client capacity may be temporarily reduced due to staff turnover or leave.

2.5.3 If Sanford determines that the program is at full capacity and a new referral is made, the referral will be placed on a waiting list until capacity in the program becomes available.

3 Miscellaneous

3.1 Additional Sanford commitments – Sanford shall:

- 3.1.1 Inform Agency of any developments which may have a significant bearing on Sanford's ability to deliver any of the Services covered by this Agreement.
- 3.1.2 Charge fees for Services which do not unreasonably exceed the actual cost of providing such Services.
- 3.1.3 Provide Services in a manner consistent with sound business/medical practice and in compliance with Sanford's policies and procedures, including any compliance programs and business conduct codes.
- 3.1.4 Reasonably cooperate with Agency in attempting to maximize the Agency's opportunity to make use of non-Agency sources of funding.
- 3.1.5 Not do any work nor furnish any material not covered by this Agreement on behalf of Agency unless it is approved in writing by the Agency.
- 3.2 Additional Agency commitments – Agency shall:
 - 3.2.1 Where Services provided by Sanford cannot be billed within the current Agreement period, Sanford will bill the Agency and the Agency agrees to remit funding for those Services from the following Agreement period's funds.
- 3.3 General liability insurance - Sanford will at all times during the term of this Agreement have and keep in force a general liability insurance policy in the amount of one million dollars (\$1,000,000) for bodily injury or property damage to any one person and three million dollars (\$3,000,000) for total injuries or damages arising from any one occurrence.
- 3.4 Professional liability insurance - Sanford must also maintain professional liability insurance with a minimum aggregate amount of one million dollars (\$1,000,000).
- 3.5 Indemnity – Sanford and Agency agree to indemnify and hold each other harmless against any and all cost, damage, expense, claim, liability, civil fine and penalty, including (but not limited to) court costs and reasonable attorneys' fees incurred by the other party arising out of or in connection with that party's negligence or failure to comply with all such laws, ordinances, rules and regulations. The indemnity provisions set forth in this section shall survive the expiration or early termination of this Agreement, and shall include but not be limited to any claims arising:
 - 3.5.1 By reason of any Service client's suffering personal injury, death, or property loss or damages either while participating in or receiving from Sanford the Services to be furnished by Sanford under this Agreement, or while on premises owned, leased or operated by Sanford, or while being transported to or from said premises in any vehicle owned, operated, chartered, or otherwise contracted for by Sanford when the cause of such injury or loss is due to Sanford's negligent or intentional acts; or
 - 3.5.2 By reason of any Service client's causing injury to, or damage to, the property of another person during any time when Sanford or its assign, or employee thereof has undertaken or is furnishing the care and Service called for under

this Agreement when the cause of such injury or loss is due to Sanford's negligent or intentional acts.

- 3.6 Bonding – Sanford shall obtain and maintain at all times during the term of this Agreement, a fidelity bond covering the activity of its personnel authorized to receive or distribute monies. Such bond shall be in the amount of not less than \$100,000.
- 3.7 Confidential information – Both Sanford and Agency agree that all information with respect to the operations and business of the other party gained during the negotiations leading up to this Agreement, and from the performance of the Agreement, will be held in confidence and will not be divulged to any unauthorized person without prior written consent of the other, except for access required by law regulation, and third party reimbursement agreements.
- 3.8 HIPAA and HITECH - Sanford agrees that it is a “covered entity” as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009, and is in compliance with privacy regulations, 45 C.F.R. § 165.500, et seq. ("Privacy Regulations") and all requirements with respect to individual identifying health information (IIHI) as defined in HIPAA. Use and disclosure of IIHI will require that all IIHI be: appropriately safeguarded; misuse appropriately reported; satisfactory assurances from any subcontractor(s) secured; individuals granted access and ability to amend their IIHI; accounting of disclosure made available; and applicable records released to the Agency or Department of Human Services. The provisions of this paragraph shall survive the termination of this Agreement.
- 3.9 Equal employment opportunity, civil rights, and nondiscrimination - (When applicable) Sanford agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e), including Executive Order No. 11246, and Title VI (42 USC 200d); and the Rehabilitation Act of 1973, as amended by Section 504; (When applicable) Sanford certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363.073 (1982).
- 3.10 Fair hearing and grievance procedures – Agency agrees to provide for a fair hearing and grievance procedure in conformance with Minnesota Statutes, section 256.045, and in conjunction with the fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services.
- 3.11 Distinction of entities – This Agreement shall not be construed in any manner to make Sanford personnel employees of Agency. Agency shall not be responsible for withholding of any taxes related to the contracting with Sanford, including, but not limited to, State and Federal income tax and FICA taxes. Agency shall not be responsible for worker's compensation benefits, unemployment compensation premiums, or any other benefits or obligations either required by law or provided by Agency to its own employees. Sanford is an independent contractor with respect to Agency.
- 3.12 Staff selection and management - Sanford agrees to furnish Agency with personnel who have the academic preparation, personal qualities, skills, licensure and experience

necessary to meet relevant requirements and provide high quality Services to eligible residents in Agency's jurisdiction. Selection of staff that will complete each Service covered under this Agreement is under Sanford's discretion and may change throughout the Agreement term as needs dictate. Sanford will provide administrative and clinical supervision as necessary for personnel providing Services under this Agreement and assumes full responsibility for their conduct. Clinical supervision will be provided by a mental health professional.

3.13 Subcontracting – Sanford may enter into subcontracts for any of the Services covered by this Agreement upon providing written notice to Agency. All subcontracts shall be subject to the requirements of this Agreement.

3.14 Audit and record disclosures – Sanford shall:

3.14.1 Allow the personnel of Agency, the Minnesota Department of Human Services, and the Department of Health and Human Services, or their designee, access to Sanford's facility and records at reasonable hours and upon reasonable notice to exercise their responsibility to monitor purchased Services.

3.14.2 Maintain all records pertaining to this Agreement (program and fiscal) for four years for audit purposes.

3.14.3 Comply with policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, as defined in the Department of Human Services Social Services Manual, and the administrative rules of the State agency.

3.14.4 Make the results of any audits conducted by Sanford, insofar as they pertain to Services covered by this Agreement, available to the Agency at the latter's request.

3.15 Conditions for termination

3.15.1 Medicare and Medicaid eligibility – Sanford certifies as of the execution of this Agreement and continuing through the term of this Agreement, that neither it, its member, nor employed physicians have been excluded from participation in any federal or state Medicare, Medicaid, or other third party payor program, nor is any such action pending. Sanford shall notify Agency as soon as reasonably possible if such action is threatened or proposed. If at any time Sanford, its member or employed physicians have been excluded, as described above, then Agency may immediately terminate this Agreement.

3.15.2 Statutory changes - It is agreed that the terms and conditions of this Agreement will be changed to reflect any change in and status of any state or federal law, rule, regulation, guideline or safe harbor regulation that has any material impact on either of the parties and of the parties' ability to legally carry out the spirit of the Agreement and their good faith intentions. If such amendments materially change the rights and obligations of the parties hereto, either party may then terminate this Agreement upon written notice of termination which shall be effective on the effective date of the state or federal law, rule,

regulation, guideline or safe harbor regulation that necessitated the amendment or the expiration date of the then current term, whichever date is earlier.

- 3.15.3 Funding changes - The Agency agrees to inform Sanford of any developments which may have a significant bearing on the Agency's ability to provide funds in accord with the amounts and principles contained in this Agreement. Should the Agency be unable to fulfill its financial obligations to Sanford due to specific reductions in federal or state funds, the obligation of both parties shall cease following a 60 day advance notice.
- 3.15.4 Other – Unless otherwise specified above, either party may terminate this Agreement with or without cause upon sixty (60) days prior written notice to the other party.

3.16 Conditions for modification

- 3.16.1 Any alterations, variation, modifications, or waivers of provisions of this Agreement will be valid only when they have been reduced to writing, and duly signed.
- 3.16.2 Unless otherwise specified above, if Sanford is unable to or going to be unable to provide the required quality or quantity of Services it must notify Agency thirty (30) days before the service line is discontinued.

3.17 General terms

- 3.17.1 No waiver by either party or any term or provision of this Agreement shall be deemed to be a waiver of any other term or provision.
- 3.17.2 If any term or provision of this Agreement is now or hereafter determined to be invalid or unenforceable, such determination shall not impair the validity of the remainder of this Agreement.
- 3.17.3 The terms and provisions hereof shall be binding on and inure to the benefit of the successors and permitted assigns of the parties hereto.
- 3.17.4 This Agreement shall be construed in accordance with the laws of the State of Minnesota.
- 3.17.5 The Agreement is not assignable by either party without the prior written consent of the other party.
- 3.17.6 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 relating to the subject matter hereof.

Pennington County Human Services

By: 

Its: V. Christ

Date: 1-28-20

Sanford Health Network North

By: _____

Its: _____

Date: _____

Reviewed and Approved:

By: 1188120

Pennington County Attorney

Date: 

Human Service's Month End Balance

	2015	2016	2017	2018	2019	2020
January	1,647,300.14	1,814,014.90	2,182,630.66	2,271,729.26	2,772,063.80	3,288,028.76
February	1,618,976.04	1,801,985.24	2,138,616.83	2,176,762.19	2,732,919.27	3,403,266.76
March	1,375,360.09	1,655,070.89	1,800,227.71	1,844,672.30	2,547,429.81	3,277,046.86
April	1,088,964.93	1,347,248.60	1,539,707.40	1,525,256.03	2,361,226.50	3,009,330.45
May	961,748.47	1,294,231.42	1,426,858.37	1,528,544.15	2,327,158.79	3,038,957.98
June	1,932,135.73	2,330,176.40	2,576,374.42	2,692,513.93	3,462,928.17	4,095,797.92
July	2,047,715.90	2,367,725.88	2,650,496.79	2,874,408.12	3,554,336.75	4,284,273.43
August	2,097,897.09	2,427,610.70	2,600,332.14	2,749,859.99	3,531,954.80	3,987,655.57
September	1,844,296.27	2,121,578.06	2,362,913.96	2,518,750.84	3,294,188.08	3,781,078.10
October	1,492,630.60	1,866,987.16	2,133,041.74	2,198,557.64	3,270,530.55	3,301,898.06
November	2,213,985.52	2,638,930.35	2,642,643.71	3,070,756.97	3,860,836.73	3,977,781.44
December	2,083,484.81	2,395,704.36	2,513,770.14	2,970,003.64	3,606,171.73	