

Pennington County Human Service Committee

Meeting Agenda

December 21, 2021

12:00 pm

Members Present

_____ Bruce Lawrence _____ Dave Sorenson _____ Seth Nelson
_____ Neil Peterson _____ Darryl Tveitbakk

Section A

- I. Minutes: Review of 11/16/2021 HSC Meeting Minutes
- II. Personnel:
 - A. Update on Social Work/Care Coordinator position
 - B. Update on Family Based Provider Worker- Sharing with Kittson County
 - C. Completion of Probation
- III. General
 - A. CY 2022- CY 2023 Children's Mental Health Screening State of Minnesota Department of Human Services County Grant Contract.
 - B. CY 2022-23 MFIP/DWP Employment Services Purchase of Service Agreement with the Career Force Center.
 - C. CY 2022 Behavioral Health (Community-Based Services/Residential/Temporary Confinement) Purchase of Services Agreements between Sanford Behavioral Health and Pennington County Human Services.
 - D. CY 2022 Family-Based and outpatient services Purchase of Service Agreement with Alluma, Inc.
 - E. CY 2022 Pennington County Family Services/Children's Mental Health Collaborative Supportive Services Agreement with Alluma, Inc.
 - F. Certificate of Approval of 2020 County Inspection Report.
 - G. 2021 NW8 LAC Report to the County Board of Commissioners
 - H. Strategic Planning Cohort for Mental Health and Suicide Prevention
 - I. Christmas Luncheon
 - J. Out-of-Home Cost Report
 - K. Month's End Cash Balance
 - L. 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:

12/21/2021
12:00 pm

01/18/2022
12 :00 pm

02/15/2022
12:00 pm

A regular meeting of the Pennington County Human Service Committee was held at 12:00 pm, November 15, 2021, at Pennington County Human Services.

COMMITTEE MEMBERS PRESENT:

Neil Peterson
Bruce Lawrence
Darryl Tveitbakk
Dave Sorenson
Seth Nelson

STAFF MEMBERS PRESENT:

Julie Sjostrand, Director
Maureen Monson
Stacy Anderson
Tammy Johnson
Elizabeth Gerhart

SECTION A

I. MINUTES:

The October 19, 2021, 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 Social Work/Care Coordinator position.
- B. The Director presented an update on the Family Based Provider Worker-Sharing with Kittson County.
- C. Elizabeth Gerhart, Social Services Supervisor is scheduled to complete probation on 12/14/2021. Elizabeth is meeting position expectations and is successfully fulfilling job responsibilities. The Director recommends Ms. Gerhart be granted permanent status upon completion of the 6-month period. Upon conclusion of this presentation a recommendation was made to forward this item to the Consent Agenda.

III. GENERAL:

- A. The CY 2022 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 2022 Purchase of Service Agreement with the Occupational Development Center. The proposed agreement calls for a cap of \$10,000 for

provision of Employment Services. Upon conclusion of the presentation a recommendation was made to forward this item to the Consent Agenda.

- C. Tammy Johnson, Financial Assistance Supervisor presented an update on MN Benefits.
- D. The Out-of-Home Cost Report through October 2021 was presented for Review.
- E. Month's end cash balance for October 2021 stands at \$ 3,318,688.76.

SECTION B

- I. No Social Service cases were presented for special case review.
- II. Tammy Johnson, Financial Assistant Supervisor presented the Emergency Assistance/Emergency General Assistance October 2021 report of activity. She also reported the Income Maintenance open case count stands at 1,904.
- 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 21, 2021, at 12:00 p.m.

Pennington County Human Services
 Out Of Home Placement Costs
 Year Ending December 31, 2021 & 2020

SS

SS

	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	YTD	YTD 2020	Change
Expense															
Foster Care	9,692.77	8,333.69	11,414.65	10,466.25	11,317.63	11,421.21	19,884.21	22,525.23	13,538.77	17,626.96	14,585.60	-	150,806.97	73,316.08	105.7%
Rule 4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Rule 8	-	-	-	-	-	-	-	-	-	-	-	-	-	6.00	-100.0%
Rule 5	1,062.04	-	-	-	-	-	-	-	-	-	-	-	1,062.04	13,503.08	-92.1%
Corrections	27,294.00	5,689.98	40,768.00	11,738.00	37,521.00	-	-	65,128.51	31,514.41	23,591.88	13,449.00	-	256,694.78	238,054.55	7.8%
Adoption Aid	-	-	-	-	-	-	-	-	-	-	-	-	-	454.64	-100.0%
Totals	38,048.81	14,023.67	52,182.65	22,204.25	48,838.63	11,421.21	19,884.21	87,653.74	45,053.18	41,218.84	28,034.60	-	408,563.79	325,334.35	25.6%
Revenue															
Reimburse	-	-	-	-	-	-	-	-	-	10.89	-	-	10.89	900.00	-98.8%
MH Recovery	1,525.83	3,560.27	7,629.15	5,594.71	9,154.98	-	-	-	-	24,644.82	179.65	-	52,289.41	17,860.37	192.8%
4E Recovery	-	161.00	-	-	-	-	-	-	-	-	5,084.00	-	5,245.00	2,938.00	78.5%
NFC Settlement	2,303.00	-	-	-	-	-	-	23,451.00	-	-	-	-	25,754.00	1,930.00	1234.4%
Totals	3,828.83	3,721.27	7,629.15	5,594.71	9,154.98	-	-	23,451.00	-	24,655.71	5,263.65	-	83,299.30	23,628.37	252.5%
Net Expense	34,219.98	10,302.40	44,553.50	16,609.54	39,683.65	11,421.21	19,884.21	64,202.74	45,053.18	16,563.13	22,770.95	-	325,264.49	301,705.98	7.81%

2020 Totals	22,347.68	24,827.68	19,903.10	18,149.84	26,824.20	28,217.29	25,842.40	16,811.96	25,702.14	41,491.63	51,588.06	43,803.66			
YTD Change	11,872.30	(2,652.98)	21,997.42	20,457.12	33,316.57	16,520.49	10,562.30	57,953.08	77,304.12	52,375.62	23,558.51	(20,245.15)			

	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	YTD
Expense													
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	9,552.06	82,868.14
Rule 4	-	-	-	-	-	-	-	-	-	-	-	-	-
Rule 8	-	-	-	-	-	-	-	6.00	-	-	-	-	6.00
Rule 5	-	-	-	-	-	-	-	-	4,248.16	4,551.60	4,703.32	4,551.60	18,054.68
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	29,700.00	267,754.55
Adoption Aid	-	-	-	-	-	-	-	454.64	-	-	-	-	454.64
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	29,973.34	44,034.68	55,897.33	43,803.66	369,138.01
Revenue													
Reimburse	-	-	-	800.00	-	-	-	100.00	-	-	-	-	900.00
MH Recovery	1,440.00	-	-	-	-	178.57	-	5,867.28	4,271.20	2,543.05	3,560.27	-	17,860.37
4E Recovery	-	-	262.00	-	-	-	-	1,927.00	-	-	749.00	-	2,938.00
NFC Settlement	-	-	-	-	-	-	-	1,930.00	-	-	-	-	1,930.00
Totals	1,440.00	-	262.00	800.00	-	178.57	-	9,824.28	4,271.20	2,543.05	4,309.27	-	23,628.37
Net Expense	22,347.68	24,827.68	19,903.10	18,149.84	26,824.20	28,217.29	25,842.40	16,811.96	25,702.14	41,491.63	51,588.06	43,803.66	345,509.64

1035.4
1054
1035.4
149.1
149.1
149.1
520.95
1257.67
520.95
1315.64
1146.38

67.95
745.5
78.69
745.5
67.95
745.5
952
935.2
935.2
194.3
334.11
309.05
1236.2
1336.44
1135.96
1188.32
36.98
369.8

314.76
1035.4
1035.4
1054
271.8
271.8
81.14
1176.53
1368.65

1479.63
1146.38
1230.76

1020
1002
1002
1217.1
1431.9
1324.5
84.88
1109.4
1273.2
358.53
259.02
358.53
259.02
358.53
259.02

**Pennington County Human Services
Emergency Assistance/Emergency General Assistance
Emergency Requests Related to Potential Evictions/Housing and Utilities
November-21**

Approvals

Eligibility Worker	File Date	Case	Request	Employment Status	Number of Children	Amount and Purpose	Agency Action	Date of Action
x157560	11/1/2021	1827494	Deposit	SSI	0	\$370	Approved EGA	11/1/2021
TOTAL						EA	\$0.00	
						EGA	\$370.00	

Denials

Eligibility Worker	File Date	Case	Request	Employment Status	Number of Children	Amount and Purpose	Agency Action	Date of Action
X157TMJ	10/4/2021	1703931	Utility bill	Employed PT	0	unknown	denied - no verification	11/3/2021
x157540	10/4/2021	1703931	Electric Shut-off	1 adult: Employed PT	0	\$3,021.46	EGA denied - No verified emergency + no proofs provided.	11/3/2021
x157540	10/7/2021	2188683	Unknown	1 adult: Unemployed?	0	Unknown	EGA denied - Pended 30 days, no interview. Incomplete application.	11/8/2021
x157540	10/11/2021	1848814	Unknown	2 adults: unemployed	0	Unknown	EGA denied - No verified emergency.	11/10/2021
x157540	10/12/2021	1314139	Unknown	1 adult: employed	0	Unknown	EGA denied - No verified emergency.	11/11/2021
X157540	10/22/2021	730277	Past due utilities	1 adult: Unemployed - receives GA	0	\$600+	EGA denied - incomplete appl process	11/22/2021

**Pennington County Human Services
Income Maintenance Unit
2021 Active Cases by Program**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Cash												
MFIP	67	69	68	66	57	59	56	60	53	52	43	
DWP	0	0	0	0	0	0	0	0	0	2	2	
GA	42	39	36	41	44	41	41	40	32	30	29	
GRH	47	46	48	52	51	52	53	53	50	51	52	
MSA	55	54	54	56	55	56	56	58	58	57	54	
EA	0	0	2	1	0	0	0	1	0	0	0	
EGA	0	0	0	0	2	0	0	0	0	0	1	
TOTAL	211	208	208	216	209	208	206	212	193	192	181	0

Food												
SNAP	485	473	463	469	474	488	476	475	486	504	501	
TOTAL	485	473	463	469	474	488	476	475	486	504	501	0

Health Care												
MA (MAXIS)	530	524	535	537	534	539	542	546	546	546	539	
IMD	6	6	5	5	5	5	5	5	5	5	5	
QMB	254	253	254	255	248	249	254	253	254	253	249	
SLMB	60	58	56	56	55	61	59	57	56	59	60	
QI-1	21	20	20	19	18	18	18	18	19	19	19	
MA (METS/MNsure)	917	925	935	950	952	957	965	965	971	974	980	
MCRE (METS)	50	51	54	55	55	56	57	59	60	62	62	
TOTAL	1,838	1,837	1,859	1,877	1,867	1,885	1,900	1,903	1,911	1,918	1,914	0

Total Active Programs												
	2,534	2,518	2,530	2,562	2,550	2,581	2,582	2,590	2,590	2,614	2,596	0

Total Active Cases												
	1,897	1,884	1,890	1,918	1,917	1,867	1,871	1,882	1,879	1,904	1,920	0

**Pennington County Human Services
Income Maintenance Unit
Active Cases by Program
Nov-21**

Cash	# Cases	## in HH	# Adults	# Children	
MFIP	43	108	35	73	Minnesota Family Investment Program
DWP	2	9	2	7	Diversiary Work Program
GA	29	29	28	1	General Assistance
GRH	52	52	52	0	Group Residential Housing
MSA	54	54	54	0	Minnesota Supplement Aid
EA	0	0	0	0	Emergency Assistance
EGA	1	1	1	0	Emergency General Assistance
TOTAL	181	253	172	81	

Food					
SNAP	501	842	565	277	Supplemental Nutrition Assistance Program
TOTAL	501				

Health Care					
MA (MAXIS)	539	551	451	100	Medical Assistance
IMD	5	5	5	0	Institute for Mental Disease
QMB	249	250	249	1	Qualified Medicare Beneficiary (Medicare Savings Program)
SLMB	60	64	64	0	Service Limited Medicare Beneficiary (Medicare Savings Program)
QI-1	19	22	22	0	QI-1 (Medicare Savings Program)
MA (METS/MNsure)	980				Medical Assistance (as of 11/3/2021)
MCRE (METS)	62				MinnesotaCare (as of 11/3/2021)
TOTAL	1,914	892	791	101	

TOTAL ACTIVE PROGRAMS:	2,596
TOTAL ACTIVE CASES:	1,920



Minnesota Department of Human Services County Grant Contract

This Grant Contract, and all amendments and supplements to the contract (“CONTRACT”), is between the State of Minnesota, acting through its Department of Human Services, Behavioral Health Division (“STATE”) and Pennington County, an independent grantee, not an employee of the State of Minnesota, located at 318 North Knight Avenue, Thief River Falls, MN 56701-0340 (“COUNTY”).

RECITALS

STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6), has authority to enter into contracts for the following services: mental health screenings, assessments, and referrals for diagnostic assessment and/or treatment for children within the child welfare and juvenile justice populations (prioritizing funds for uninsured and underinsured children).

STATE, in accordance with Minnesota Statutes, section 13.46, is permitted to share information with COUNTY.

COUNTY represents that it is duly qualified and willing to perform the services set forth in this CONTRACT to the satisfaction of STATE.

THEREFORE, the parties agree as follows:

CONTRACT

1. CONTRACT TERM AND SURVIVAL OF TERMS.

1.1. Effective date: This CONTRACT is effective on **January 1, 2022**, or the date that STATE obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

1.2. Expiration date. This CONTRACT is valid through **December 31, 2022**, or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

1.3. No performance before notification by STATE. COUNTY may not begin work under this CONTRACT, nor will any payments or reimbursements be made, until all required signatures have been obtained per Minn. Stat. § 16B.98, subd. 7, and COUNTY is notified to begin work by STATE's Authorized Representative.

1.4. Survival of terms. COUNTY shall have a continuing obligation after the expiration of CONTRACT to comply with the following provisions of CONTRACT: 9. Liability; 10. Information Privacy and Security; 11. Intellectual Property Rights; 13.1. State audit; and 14. Jurisdiction and Venue.

1.5. Time is of the essence. COUNTY will perform its duties within the time limits established in CONTRACT unless it receives written approval from STATE. In performance of CONTRACT, time is of the essence.

2. COUNTY'S DUTIES.

2.1 Duties. COUNTY shall:

1. Provide mental health screenings to eligible children/youth in the child welfare and juvenile justice systems as described in Minnesota Statutes, § 245.4874, subd.i 1(12); § 260B.157, subd. 1; § 260B.176, subd. 2(e); and § 260B.235, subd. 6.
2. Utilize mental health screening instruments which have been approved for use with the child welfare and juvenile justice populations by the Commissioner of Human Services.
3. Utilize eligible screeners (child welfare and juvenile justice professionals and/or mental health practitioners) and ensure all screeners are trained and demonstrate competency on the use of the DHS approved screening instruments.
4. For those children/youth who are subsequently identified through screening as at-risk of needing or who need mental health services, COUNTY must inform the child/youth and parents or primary caregivers of the implications of a positive screen, and assist families with making a referral to a mental health professional for any necessary follow up mental health assessment or treatment.
5. For those children/youth who are subsequently identified through a positive screening as at-risk of needing or who need mental health services, COUNTY may choose to utilize grant funds for short term clinical, ancillary or supportive services such as diagnostic assessment, psychotherapy, skills and support groups, and other necessary mental health services not reimbursable by MHCP or other insurance.
6. For child welfare data, enter data into SSIS by March 15, 2023. For juvenile justice data, send data in the approved format and deadline indicated by the designated Department of Corrections contact.

2.2 Accessibility. Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the [Minnesota IT \(MN.IT\) Accessibility Standards](#), as updated on June 14, 2018. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D.

Information technology deliverables and services offered must comply with the MN.IT Services Accessibility Standards and any documents, reports, communications, etc. contained in an electronic format that COUNTY delivers to or disseminates for the STATE must be accessible. (The relevant requirements are contained under the “Standards” tab at the link above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and STATE may withhold payment pursuant to clause 3.2(a) of CONTRACT.

3. CONSIDERATION AND TERMS OF PAYMENT.

3.1 Consideration. STATE will pay for all services satisfactorily provided by COUNTY under this CONTRACT.

a. **Compensation.** COUNTY will be paid in accordance with **Attachment 1**, Budget, which is attached and incorporated into this CONTRACT.

1. STATE contemplates that the necessary use of services within the CMH Screening program cannot be forecasted precisely, and that actual expenditures may deviate from budgeted amounts for each BRASS code. Therefore, COUNTY is authorized to utilize funds for any of the BRASS code services identified in Attachment 1, Budget. An amendment will not be required as long as COUNTY first obtains written approval from STATE before changing any part of the budget, and total expenditures do not exceed the total obligation identified in Section 3.1(c). COUNTY will report all expenditures using the SEAGR/2895/BRASS-Base Grant Fiscal Report.

b. **Travel and subsistence expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of COUNTY's performance under this CONTRACT shall be no greater an amount than provided in the most current Commissioner's Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget as specified in the [Commissioner's Plan](#).¹ COUNTY shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.

c. **Total obligation.** The total obligation of STATE for all compensation and reimbursements to COUNTY shall not exceed **one thousand one hundred twenty-nine dollars (\$1,129.00)**. The breakdown of the total award amount is as follows: Child Welfare, **zero dollars (\$0)** and Juvenile Justice, **one thousand one hundred twenty-nine dollars (\$1,129.00)**.

d. **Withholding.** For compensation payable under this CONTRACT, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.

3.2. Terms of payment

a. **Invoices.** Payments shall be made by STATE promptly after COUNTY submits an invoice for services performed and the services have been determined acceptable by STATE's authorized agent pursuant to Clause 4.1. Invoices shall be submitted in a form prescribed by STATE, if applicable, and according to the following schedule:

REPORTING PERIOD	INVOICE DUE
January 1, 2022 – March 31, 2022	April 30, 2022
April 1, 2022 – June 30, 2022	July 30, 2022

¹ <https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp>

July 1, 2022 – September 30, 2022
October 1, 2022 – December 31, 2022

October 30, 2022
January 30, 2023.

If STATE does not prescribe a form, COUNTY may submit invoices in a mutually agreed invoice format.

- b. Federal funds.** (Where applicable. If blank this section does not apply.) Payments are to be made from federal funds. If at any time such funds become unavailable, this CONTRACT shall be terminated immediately upon written notice of such fact by STATE to COUNTY. In the event of such termination, COUNTY shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

4. CONDITIONS OF PAYMENT.

4.1. Satisfaction of STATE. All services provided by COUNTY pursuant to this CONTRACT shall be performed to the satisfaction of STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. COUNTY shall not receive payment for work found by STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

4.2. Payments to subcontractors. (If applicable) As required by Minn. Stat. § 16A.1245, COUNTY must pay all subcontractors, within ten (10) calendar days of COUNTY's receipt of payment from STATE for undisputed services provided by the subcontractor(s) and must pay interest at the rate of 1-1/2 percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

4.3. Administrative costs and reimbursable expenses. Pursuant to Minn. Stat. § 16B.98, subd. 1, COUNTY agrees to minimize administrative costs as a condition of this grant. COUNTY shall ensure that costs claimed for reimbursement shall be actual costs, to be determined in accordance with 2 C.F.R. § 200.0 et seq., COUNTY shall not invoice STATE for services that are reimbursable via a public or private health insurance plan. If COUNTY receives funds from a source other than STATE in exchange for services, then COUNTY may not receive payment from STATE for those same services. COUNTY shall seek reimbursement from all sources before seeking reimbursement pursuant to CONTRACT.

5. PAYMENT RECOUPMENT.

COUNTY must reimburse STATE upon demand or STATE may deduct from future payments under this CONTRACT or future CONTRACTS the following:

- a.** Any amounts received by COUNTY from the STATE for contract services which have been inaccurately reported or are found to be unsubstantiated;
- b.** Any amounts paid by COUNTY to a subcontractor not authorized in writing by STATE;
- c.** Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line item budget, clause 2.1(a);

- d. Any amounts paid by STATE for which COUNTY'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by COUNTY to perform contract services, in accordance with clause 1, COUNTY's Duties; and/or
- e. Any amount identified as a financial audit exception.

6. CANCELLATION.

6.1. For cause or convenience. In accord with Minn. Stat. § 16B.04, subd. 2, the Commissioner of Administration has independent authority to cancel this CONTRACT. CONTRACT may be canceled by STATE or COUNTY at any time, with or without cause, upon thirty (30) days written notice to the other party. The thirty (30) day notice may be waived, in writing, by the party receiving notice. In the event of such a cancellation, COUNTY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. STATE has the right to suspend or terminate this CONTRACT immediately when STATE deems the health or welfare of the service recipients is endangered, when STATE has reasonable cause to believe that COUNTY has breached a material term of the CONTRACT, or when COUNTY's non-compliance with the terms of the CONTRACT may jeopardize federal financial participation.

6.2. Insufficient funds. STATE may immediately terminate this CONTRACT if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written notice to COUNTY. STATE is not obligated to pay for any services that are provided after the effective date of termination. COUNTY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. STATE will not be assessed any penalty if the CONTRACT is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. STATE must provide COUNTY notice of the lack of funding within a reasonable time of STATE's receiving that notice.

6.3. Breach. Notwithstanding clause 6.1, upon STATE's knowledge of a curable material breach of the CONTRACT by COUNTY, STATE shall provide COUNTY written notice of the breach and ten (10) days to cure the breach. If COUNTY does not cure the breach within the time allowed, COUNTY will be in default of this CONTRACT and STATE may cancel the CONTRACT immediately thereafter. If COUNTY has breached a material term of this CONTRACT and cure is not possible, STATE may immediately terminate this CONTRACT.

7. AUTHORIZED REPRESENTATIVES, RESPONSIBLE AUTHORITY, and PROJECT MANAGER.

7.1. State. STATE's authorized representative for the purposes of administration of this CONTRACT is **Regina Acevedo** or successor. Phone and email: **651-431-4871, regina.acevedo@state.mn.us**. This representative shall have final authority for acceptance of COUNTY's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

7.2. County. COUNTY's Authorized Representative is **Julie Sjostrand** or successor. Phone and email: **218-681-2880, jasjostrand@co.pennington.mn.us**. If COUNTY's Authorized Representative changes at any time during this CONTRACT, COUNTY must immediately notify STATE.

7.3. Information Privacy and Security. (If applicable) COUNTY's responsible authority for the purposes of complying with data privacy and security for this CONTRACT is **Julie Sjostrand** or successor. Phone and email: **218-681-2880, jasjostrand@co.pennington.mn.us**.

8. INSURANCE REQUIREMENTS.

8.1. Worker's Compensation. The COUNTY certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The COUNTY'S employees and agents will not be considered employees of the STATE. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE'S obligation or responsibility.

9. LIABILITY.

To the extent provided for in Minn. Stat. §§ 466.01-466.15, the COUNTY agrees to be responsible for any and all claims or causes of action arising from the performance of this grant contract by COUNTY or COUNTY'S agents or employees. This clause shall not be construed to bar any legal remedies COUNTY may have for the STATE'S failure to fulfill its obligations pursuant to this grant.

10. INFORMATION PRIVACY AND SECURITY.

- a. It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (the "Data Practices Act") as "not public data" on individuals to COUNTY under this Contract. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. Minn. Stat. § 13.02, subd. 8a.
- b. It is expressly agreed that COUNTY will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, COUNTY is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this CONTRACT. Therefore, COUNTY is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this CONTRACT. If COUNTY has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this CONTRACT, COUNTY will be responsible for its own compliance.

11. INTELLECTUAL PROPERTY RIGHTS.

11.1. Definitions. Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs,

negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by COUNTY, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the CONTRACT. Works includes "Documents." Documents are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by COUNTY, its employees, agents, or subcontractors, in the performance of this CONTRACT.

11.2. Ownership. STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this CONTRACT. The Works and Documents will be the exclusive property of STATE and all such Works and Documents must be immediately returned to STATE by COUNTY upon completion or cancellation of this CONTRACT. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." If using STATE data, COUNTY must cite the data, or make clear by referencing that STATE is the source.

11.3. Responsibilities.

- a. Notification.** Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by COUNTY, including its employees and subcontractors, and are created and paid for under this CONTRACT, COUNTY will immediately give STATE's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. COUNTY will assign all right, title, and interest it may have in the Works and the Documents to STATE.
- b. Filing and recording of ownership interests.** COUNTY must, at the request of STATE, execute all papers and perform all other acts necessary to transfer or record STATE's ownership interest in the Works and Documents created and paid for under this CONTRACT. COUNTY must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of STATE, and that neither COUNTY nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.
- c. Duty not to infringe on intellectual property rights of others.** COUNTY represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, COUNTY will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at COUNTY's expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. COUNTY will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney's fees. If such a claim or action arises, or in COUNTY's or STATE's opinion is likely to arise, COUNTY must, at STATE's discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the

infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.

- d. **Federal license granted.** If federal funds are used in the payment of this CONTRACT, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

12. OWNERSHIP OF EQUIPMENT. The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to STATE or to an eligible non-STATE party named by the STATE. If federal funds are granted by the STATE, then disposition of all equipment purchased under this grant contract shall be in accordance with OMB Uniform Grant Guidance, 2 C.F.R. § 200.313. For all equipment having a current per unit fair market value of \$5,000 or more, STATE shall have the right to require transfer of the equipment (including title) to the Federal Government. These rights will normally be exercised by STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

13. AUDIT REQUIREMENTS AND COUNTY DEBARMENT INFORMATION.

13.1. State audit.

Under Minn. Stat. § 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the COUNTY or other party that are relevant to the CONTRACT are subject to examination by STATE and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years from the CONTRACT end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

13.2. Independent audit. If COUNTY conducts or undergoes an independent audit during the term of this CONTRACT, a copy of the audit must be submitted to STATE within thirty (30) days of the audit's completion.

13.3. Federal audit requirements and COUNTY debarment information. COUNTY certifies it will comply with 2 C.F.R § 200.501 et seq., as applicable. To the extent federal funds are used for this CONTRACT, COUNTY acknowledges that COUNTY and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities receiving \$750,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

13.4. Debarment by STATE, its departments, commissions, agencies or political subdivisions.

COUNTY certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions. COUNTY's certification is a material representation upon which the CONTRACT award was based. COUNTY shall provide immediate written notice to STATE's authorized representative if at any time it learns that this

certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

13.5. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion – lower tier covered transactions.

COUNTY’s certification is a material representation upon which CONTRACT award was based. Federal money will be used or may potentially be used to pay for all or part of the work under CONTRACT, therefore COUNTY must certify the following, as required by 2 C.F.R. § 180, or its regulatory equivalent.

a. Instructions for Certification

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

decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. Lower Tier Covered Transactions.

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

14. JURISDICTION AND VENUE.

This CONTRACT, and amendments and supplements, are governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this CONTRACT, or breach of the CONTRACT, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15. CLERICAL ERRORS AND NON-WAIVER.

15.1. Clerical error. Notwithstanding Clause 16.1, STATE reserves the right to unilaterally fix clerical errors contained in the CONTRACT without executing an amendment. COUNTY will be informed of errors that have been fixed pursuant to this paragraph.

15.2. Non-waiver. If STATE fails to enforce any provision of this CONTRACT, that failure does not waive the provision or STATE's right to enforce it.

16. AMENDMENT, ASSIGNMENT, SEVERABILITY, ENTIRE AGREEMENT, AND DRAFTING PARTY.

16.1. Amendments. Any amendments to this CONTRACT shall be in writing, and shall be executed by the same parties who executed the original CONTRACT, or their successors in office.

16.2. Assignment. COUNTY shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of STATE.

16.3. Entire Agreement.

- a. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute, and will incorporate the substitute provision in this CONTRACT according to clause 16.1.
- b. This CONTRACT contains all negotiations and agreements between STATE and COUNTY. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

16.4. Drafting party. The parties agree that each party individually has had an opportunity to review with a legal representative, negotiate and draft this CONTRACT, and that, in the event of a dispute, the CONTRACT shall not be construed against either party.

17. PROCURING GOODS AND CONTRACTED SERVICES.

17.1. Contracting and bidding requirements. COUNTY certifies that it shall comply with Minn. Stat. § 471.345.

17.2. Prevailing wage. For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44; consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. Vendors should submit a prevailing wage form along with their bids.

17.3 Debarred vendors. In the provision of goods or services under this CONTRACT, COUNTY must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, COUNTY must check if vendors are suspended or debarred by referencing the Minnesota Department of Administration’s [Suspended/Debarred Vendor Report](#). A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

18. SUBCONTRACTS.

COUNTY, as an awardee organization, is legally and financially responsible for all aspects of this award that are subcontracted, including funds provided to sub-recipients and subcontractors, in accordance with 45 C.F.R. §§ 75.351-75.352. COUNTY shall ensure that the material obligations, borne by the COUNTY in this CONTRACT, apply as between COUNTY and subrecipients, in all subcontracts, to the same extent that the material obligations apply as between the STATE and COUNTY.

19. LEGAL COMPLIANCE.

19.1 General compliance. All performance under this CONTRACT must be in compliance with state and federal law and regulations, and local ordinances. Allegations that STATE deems reasonable, in its sole discretion, of violations of state or federal law or regulations, or of local ordinances, may result in CONTRACT cancellation or termination and/or reporting to local authorities by STATE.

19.2 Nondiscrimination. COUNTY will not discriminate against any person on the basis of the person's race, color, creed, religion, national origin, sex, marital status, gender identity, disability, public assistance status, sexual orientation, age, familial status, membership or activity in a local commission, or status as a member of the uniformed services. COUNTY must refrain from such discrimination as a matter of its contract with STATE. "Person" includes, without limitation, a STATE employee, COUNTY's employee, a program participant, and a member of the public. "Discriminate" means, without limitation, to: fail or refuse to hire, discharge, or otherwise discriminate against any person with respect to the compensation, terms, conditions, or privileges of employment, or; exclude from participation in, deny the benefits of, or subject to discrimination under any COUNTY program or activity.

COUNTY will ensure that all of its employees and agents comply with Minnesota Management and Budget Policy #[1329](#) (Sexual Harassment Prohibited) and #[1436](#) (Harassment and Discrimination Prohibited).

19.3 Grants management policies. COUNTY must comply with required [Grants Management Policies and procedures](#) as specified in Minn. Stat. § 16B.97, subd. 4(a)(1). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by Office of Grants Management (OGM) [Policy 08-10](#).

19.4 Conflict of interest. COUNTY certifies that it does not have any conflicts of interest related to this CONTRACT, as defined by OGM [Policy 08-01](#). COUNTY shall immediately notify STATE if a conflict of interest arises.

20. OTHER PROVISIONS

20.1. No Religious Based Counseling. COUNTY agrees that no religious based counseling shall take place under the auspices of this CONTRACT.

20.2. Contingency Planning. This section applies if COUNTY will be fulfilling Priority 1 or Priority 2 functions under this contract. A *Priority 1* function is a function that, for purposes of planning business continuity during an emergency or disaster, must continue 24 hours per day and 7 days per week, or be recovered within hours. A *Priority 2* function is a function that, for purposes of planning business continuity during an emergency or disaster, must be resumed within 25 hours to 5 days. Within 90 days of the execution of this CONTRACT, COUNTY and any subcontractor will have a contingency plan. The contingency plan shall:

- a. Ensure fulfillment of Priority 1 or Priority 2 obligations under this CONTRACT;
- b. Outline procedures for the activation of the contingency plan upon the occurrence of a governor or commissioner of the Minnesota Department of Health declared health emergency;

- c. Identify an individual as its Emergency Preparedness Response Coordinator (EPRC), the EPRC shall serve as the contact for STATE with regard to emergency preparedness and response issues, the EPRC shall provide updates to STATE as the health emergency unfolds;
- d. Outline roles, command structure, decision making processes, and emergency action procedures that will be implemented upon the occurrence of a health emergency;
- e. Provide alternative operating plans for Priority 1 or Priority 2 functions;
- f. Include a procedure for returning to normal operations; and
- g. Be available for inspection upon request.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Signature Page Follows

By signing below, the parties agree to the terms and conditions contained in this CONTRACT.

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05.

By: _____

Date: _____

Contract No: _____

Distribution: (fully executed contract to each)

Contracting and Legal Compliance Division

County

State Authorized Representative

2. COUNTY

Signatory certifies that Grantee’s articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the Grantee to the terms of this Agreement. Grantee and Signatory agree that the State Agency relies on the Signatory’s certification herein.

By: _____

Title: _____

Date: _____

Continuation 2. COUNTY

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By (with delegated authority): _____

Title: _____

Date: _____

Attachment 1 Budget				
BUDGET SUMMARY Year 1		BUDGET SUMMARY Year 2		PROJECT TOTAL
January 1, 2022 to June 30, 2022		July 1, 2022 to December 31, 2022		
BRASS Code	TOTAL BUDGET FY22	BRASS Code	TOTAL BUDGET FY23	
111– Mental Health Screening (up to 45%)	462- \$564.50	111– Mental Health Screening (up to 45%)	462- \$564.50	
197– Local Collaborative Undifferentiated Services		197– Local Collaborative Undifferentiated Services		
401 – Information and Referral		401 – Information and Referral		
402 – Community Education and Prevention		402 – Community Education and Prevention		
404 – Client Outreach		404 – Client Outreach		
405 – Child Outpatient Diagnostic Assessment/Psychological Testing		405 – Child Outpatient Diagnostic Assessment/Psychological Testing		
407 – Early Identification and Intervention		407 – Early Identification and Intervention		
416 – Transportation		416 – Transportation		
430 – Other Family Community Support Services		430 – Other Family Community Support Services		
451 – Emergency Response Services		451 – Emergency Response Services		
453 – Child Outpatient Psychotherapy		453 – Child Outpatient Psychotherapy		
455 – Child Outpatient Medication Management		455 – Child Outpatient Medication Management		
457 – Child/Family Psychoeducation		457 – Child/Family Psychoeducation		
462 – Family Based Services		462 – Family Based Services		
467 – Child Day Treatment		467 – Child Day Treatment		
489 – Child Respite Care		489 – Child Respite Care		
490 – Child Rule 79 Case Management	490 – Child Rule 79 Case Management			
TOTAL FUNDS State Fiscal Year 2022	\$564.50	TOTAL FUNDS State Fiscal Year 2023	\$564.50	\$1,129.00

BUDGET JUSTIFICATION FY22: January 1, 2022 to June 30, 2022			
BRASS Code-Category Breakdown	JUSTIFICATION NARRATIVE	State Fiscal Year 1	
462 – Family Based Services Professional home-based family treatment services are intensive mental health services provided to children at risk of, in, or returning from out-of-home placement due to an emotional disturbance diagnosis. Services must be all of the following: <ul style="list-style-type: none"> • Designed to meet the specific mental health needs of the child and family as written in the individual • Provided by a team consisting of a mental health professional with other family/child mental health providers • Flexible, be able to handle crises 24 hours per day and be coordinated with other services 	462- Family Based Services At Pennington County we are in the process of hiring a Family Based Worker to be able to provide services to families and to our correction families as well. We will be looking at providing direct services to families and children (with an emotional disturbance diagnosis) in there homes as well as parenting skills to families at risk. Rate per hour 22.12 x approximately 25.5 hours = \$564.06- rounded up to \$564.50	462 - \$564.50	
TOTAL State Fiscal Year 1		\$564.50	

BUDGET JUSTIFICATION FY23: July 1, 2022 to December 31, 2022			
BRASS Code-Category Breakdown	JUSTIFICATION NARRATIVE	State Fiscal Year 2	
462 – Family Based Services Professional home-based family treatment services are intensive mental health services provided to children at risk of, in, or returning from out-of-home placement due to an emotional disturbance diagnosis. Services must be all of the following: <ul style="list-style-type: none"> • Designed to meet the specific mental health needs of the child and family as written in the individual • Provided by a team consisting of a mental health professional with other family/child mental health providers • Flexible, be able to handle crises 24 hours per day and be coordinated with other services 	462- Family Based Services At Pennington County we are in the process of hiring a Family Based Worker to be able to provide services to families and to our correction families as well. We will be looking at providing direct services to families and children (with an emotional disturbance diagnosis) in there homes as well as parenting skills to families at risk. Rate per hour 22.12 x approximately 25.5 hours = \$564.06- rounded up to \$564.50	462 - \$564.50	
TOTAL State Fiscal Year 2		\$564.50	

State of Minnesota
Joint Powers Agreement
Minnesota Family Investment Program/Diversionsary Work Program (MFIP/DWP)

This Agreement, by and between Pennington County Human Services, 318 Knight Avenue N., Thief River Falls, Minnesota 56701, herein after referred to as “Agency” and the State of Minnesota acting through its Commissioner of the Department of Employment and Economic Development (DEED) as delivered by Job Services, at the CareerForce location in Thief River Falls, 1301 Hwy 1 E, Thief River Falls, MN 56701, hereinafter referred to as the “Provider”.

Recitals

Whereas, the State of Minnesota is empowered to enter into this agreement under Minnesota Statute § 471.59, subdivision 10; and

Whereas, funds have been made available to the Agency for the purpose of providing Minnesota Family Investment Program (MFIP) and Diversionsary Work Program (DWP) Employment and Training Services under Minnesota Statute 256J.50 and PL 104-193; and

Whereas, the Provider meets the provisions of state and/or federal standards for providing MFIP/DWP Case Management, Job Search, and Employment and Training services; and

Whereas, the Agency wishes to purchase MFIP/DWP Employment and Training services from the Provider.

Agreement

1. Term of Agreement

- 1.1 Effective Date: January 1, 2022, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration Date: December 31, 2022, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Provider Duties/Obligations

The Provider agrees to furnish the following services:

MFIP/DWP Program:

- | | |
|------------------------|-----------------------------------|
| Orientation | On the Job Training |
| Employability Services | Coordination/Referral |
| Overview | Community Work Experience Program |
| Assessment | Diversionsary Work Services |
| Individual Plan | Universal Client Program |
| Job Readiness | Family Stabilization Services |
| Job Placement | |

Provider will be flexible in scheduling meetings with employed program participants so that their work schedules are respected.

When the Provider approves a post-secondary plan as an eligible work activity, documentation must be available that meets the criteria in law (see MFIP and DWP Employment Services Manual 3.12.31 and 3.12.32).

Upon request by the Agency, Provider may approve participants to receive continued Employment Services (ES) from the Provider after MFIP/DWP ends under the following circumstances:

- Participant has achieved the employment goal
- Participant has reached their 60-month lifetime MFIP eligibility

Determination of eligibility for MFIP/DWP employment services shall be completed by the Provider in accordance with the procedures in the Department of Human Services (DHS) Combined Manual.

- A. Any change in eligibility will initiate a notice by either Agency or the Provider within 14 days to the other party.
- B. Eligibility categories: MFIP/DWP registrants are defined as persons who have applied for MFIP/DWP services and payments, and who have been determined eligible by Agency for those services and payments.

Provider will be responsible for reporting of MFIP/DWP services as required using Workforce One.

For further details see Exhibit A, which is attached and incorporated into this agreement.

3. Provision of Training and Education Services, Definition of Participant, Monthly Review of Expenditures, and Service Locations

- A. The Provider is expected to screen MFIP/DWP participants to determine if they have the ability to successfully participate in education and training. The case manager team will schedule education and training appointments when this service is necessary for the MFIP/DWP participant to become self-sufficient.
- B. MFIP/DWP participants whose cases are closed or exempt more than 30 days and subsequently reopened and re-referred will be considered new participants.
- C. Service locations are as follows:

Job Service
CareerForce Location in Thief River Falls
1301 Hwy 1, East
Thief River Falls, MN 56701

And/or

Pennington County Human Services
318 Knight Avenue North
Thief River Falls, MN 56701

or at other locations as agreed to by both parties.

4. Payment

- A. Agency will pay Provider for services required under the MFIP /DWP Program. All payments for services will not exceed **\$116,000**. The **Diversionsary Work Program** will be funded at **\$16,000** and the **Minnesota Family Investment Program** Employment Services at **\$87,994**. If necessary, funds may be transferred between programs to serve client needs. No more than 7.5% (**\$12,006**) of billed services will be for **Administrative** expenses.

The Provider will bill the Agency on at least a quarterly basis. For further details see Exhibit B, which is attached and incorporated into this agreement.

- B. Agency's obligation to make payment hereunder is subject to review by their Board of Directors to ensure that payment is for a referred individual and has not previously been made. Said review shall be the final determination of Agency payment obligation. Nothing herein shall limit the right of either party to collect from the other any sums improperly paid or improperly withheld.
- C. Agency must make payments to the Provider based on 7.5% Administrative fees, the direct staff hours and client support funds that the State have expended each month. The Provider will promptly reimburse Agency any payments for MFIP/DWP received in excess of required payments hereunder.
- D. For MFIP/DWP, Agency shall not be obligated to honor claims, nor shall Provider claim for any services furnished or costs incurred by Provider, which are not specifically provided for hereunder or requested by Agency in writing during the term of this Agreement.
- E. Agency and the Provider agree to monitor utilization of expenditures on a Monthly basis. If expenditures are substantially above or below projection, Agency and Provider may consider modifications to the terms of this agreement. Agency agrees to approach DHS for additional funds should the Provider's services exceed the original funding available.

5. Authorized Representative

The Provider's authorized representative is:
Julie Sjostrand, Director, Pennington County Social Services, or their successor
318 Knight Avenue North
Thief River Falls, Minnesota 56701
218-681-2880 ext. 227

The Agency's authorized representative is:
Lorrie Janatopoulos, CareerForce Director, or their successor
332 Minnesota Street, Suite E200
St. Paul, MN 55101
651-259-7572

6. Audits and Record Disclosure

Under Minn. Stat. 16C.05, subd. 5, the Agency's books, records, documents, and accounting procedures and practices relevant to this agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this contract.

7. Debarment, Suspension, and Responsibility Certification

Federal Regulation 45 CFR 92.35 prohibits the Provider 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 Provider. 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 Provider certifies that it and its ¹Principals 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

¹ "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).

- 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 Agency should Provider come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

8. Government Data Practices

A. Minnesota Government Data Practices Act

The use or disclosure by any party 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 Agency or the Provider's responsibility with respect to the Joint Powers Agreement, is prohibited without the written consent of the client or responsible parent or guardian.

The parties agree to comply in all respects with the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13 as it applies to all data provided by the parties under this contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the parties under this contract. Provider further agrees to comply with any requests of Pennington County Human Services, which are necessitated by Agency obligations under said Act. The civil remedies of Minn. Stat. 13.08 apply to the release of the data referred to in this clause by either the Provider or the Agency.

If the Agency receives a request to release the data referred to in this Clause, the Agency must immediately notify the Provider. The Provider will give the Agency instructions concerning the release of the data to the requesting party before the data is released.

B. Health Information Portability and Accountability Act (HIPAA)

HIPAA Protocol - The Parties provide assurances that they 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: 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 disclosures; release applicable records to the

Agency or Department of Human Services if requested; and upon termination, destroy all IHI in accordance with conventional record destruction practices.

9. Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, govern this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

10. Fair Hearing Appeal

Any determination, action, or inaction on the part of Agency relating to an individual's participation in the program is subject to the notice and hearing procedures in Minn. Stat. 256.045 and 256.86.

11. Equal Employment Opportunity and Civil Rights Clause

Each party 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. Each party shall not discriminate in employment, facilities and in the rendering of purchased services hereunder on the basis of race, color, national origin, religion, creed, sex, marital status, familial status, sexual orientation, age, disability, status with regard to public assistance status, and membership or activity in a local human rights organization.

12. Rehabilitation Act Clause

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

13. Liability and Workers Compensation

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. Agency's liability shall be governed by the provisions of Minn. Stat., Chapter 466 and other applicable law. The Provider's liability shall be governed by the provisions of Minn. Stat., § 3.736 and other applicable law. Pursuant to Minnesota law, Provider is self-insured for Worker's Compensation Insurance.

14. Right to Rescind

Agency 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.

15. Certification that Federal Funds do not Supplant or Replace Local or State Funds

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. The 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.

16. Termination

The Provider or the Agency may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

17. Termination for Insufficient Funding

The Agency may immediately terminate this agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Provider. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Provider will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The Agency will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The Agency must provide the Provider notice of the lack of funding within a reasonable time of the Agency's receiving that notice.

18. Conditions of the Parties' Obligations

- A. Agency may at any time evaluate the performance of the Provider in regard to the terms of this Agreement to determine whether such performance merits continuation of this Agreement.
- B. 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. Changes shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this Agreement.
- C. Provider agrees to cooperate fully with Agency and its designated representatives in the development and implementation of Provider's services. Evaluated data collected will be used by Agency in its funding decisions and will be shared with the Provider and community.

19. Subcontracting

Provider may enter into subcontracts for the performance of any of the responsibilities under this Agreement, subject to the approval of the Agency.

20. Assignment, Amendments, Waiver, and Contract Complete

- A. Assignment.** The Provider may neither assign nor transfer rights or obligations under this agreement without the prior consent of the Agency.
- B. Amendments.** Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- C. Waiver.** If the Agency fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.
- D. Contract Complete.** This agreement contains all negotiations and agreements between the Provider and the Agency. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

21. Publicity

- A.** Provider agrees that in any reports, news releases, and public service announcements or publications regarding the Provider's program, Agency will be identified as a funding source.
- B.** Agency agrees that any publicity regarding the subject matter of this Agreement must not be released without prior written approval from the Provider's authorized representative.

22. Legal Compliance

Provider and Agency will comply with all applicable state and federal laws, rules and regulations.

23. E-Verify Certification

For services valued in excess of \$50,000, the Provider certifies that as of the date of services performed on behalf of the State, the Provider and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. The Provider is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

IN WITNESS WHEREOF, Agency and Provider have signed this Agreement on the dates written below:

1. PENNINGTON COUNTY

Neil Peterson ²Chair, Pennington County Board

Date

Clerk of Board

Date

Julie Sjostrand, Director of Human Services

Date

Seamus Duffy, County Attorney, Pennington County

Date

2. STATE AGENCY

By: _____
(With Delegated Authority)

Name & Title: Lorrie Janatopoulos, CareerForce Director

Date: _____

² Per Minn. Statute 373.02 and 375.13, the chair's signature, attested by the clerk of the county board, shall be binding as the signature of the board.

3. COMMISSIONER OF ADMINISTRATION

(As Delegated to the Office of State Procurement)

By: _____

Title: _____

Date: _____

Exhibit A

2022 DEED MFIP/DWP Work Plan for Pennington County

Minnesota Department of Employment and Economic Development (DEED) / CareerForce, Thief River Falls office location - the employment training and service provider (ETSP) shall provide the administration and delivery of the MFIP and DWP employment and training programs.

Minnesota Family Investment Program and Diversionary Work Program (MFIP/DWP): The ETSP shall provide the services pursuant to Minnesota Statutes 256J.49-256J.73 and any amendments. The ETSP will provide all program requirements within the legal requirements.

I. Program approach:

A strengths-based approach is used to identify a participant's employment strengths and barriers to employment. Challenges are addressed and resources are provided as soon as possible to help the participant overcome the challenges that may interfere in getting and maintaining gainful employment. If needed, the employment specialist (ES) refers the participant to appropriate community service(s).

The ES monitors participation in MFIP/DWP activities and continually assesses for additional barriers but focuses on the participant's strengths. ES emphasize the participant's transferrable employment and life skills that have served them well in other areas of their lives.

The requirement for weekly contacts and intensive services for participants helps to identify family challenges quickly so they can receive appropriate services.

II. Program Services:

The following activities will be offered to participants in the ETSP's provision of services. Not all participants will receive all services.

A. Paid Employment Activities:

MFIP/DWP are "work first" programs. To that end, DEED/CareerForce staff encourage paid employment activities as a key element of programming. Those activities include:

- Unsubsidized employment;
- Subsidized private-sector employment;
- Subsidized public-sector employment;
- Self-employment;
- On-the-job training.

For unsubsidized employment, subsidized private-sector employment and subsidized public-sector employment, daily supervision is provided by the employer and documented by the ES upon receipt of copies of pay stubs, timecards, or other statements of work hours provided by the participant to the eligibility worker or ES. The ES documents the hours of participation in the case file and the eligibility worker tracks work hours in MAXIS to verify that each participant is engaged in the number of required weekly hours of participation.

Upon receipt of the participant's hours of self-employment provided to the ES by the county eligibility worker, the ES determines if the countable hours of self-employment are sufficient to meet the work participation rate requirements. If the countable hours are not sufficient to meet the work participation requirement, the ES and participant discuss what additional countable work activities the participant will perform to meet their requirement. Participation rates are reviewed monthly with the participant.

DEED refers to the WIOA provider for on-the-job training (OJT) to increase employment opportunities for program participants. OJTs are direct, permanent, unsubsidized placements, which reimburse the employer the cost of training a new employee on the job for the predetermined length of the contract. OJTs are funded through MFIP/DWP or by co-enrollment in other appropriate state or federal grants. Staff may also arrange local business tours for MFIP/DWP customers so they can hear from an employer about the business, job positions, career laddering, and general expectations of the employer. ES also invite employers to job clubs to talk about what they look for when hiring an employee.

B. Job Search and Job Readiness Assistance:

DEED staff fulfill the minimum contact requirements for all job search and job-readiness activities. Activities included in this category are:

- Job search (hours that the participant spends applying for jobs; hours are documented by the participant);
- Job readiness assistance (includes one or more of the following, as needed):
 - writing a resume;
 - completing a job application;
 - learning effective job-seeking techniques and interviewing skills;
 - understanding what constitutes proper work attire and behavior on the job;
 - job shadowing
 - Informational interviewing with employers or industry experts
 - Life skills training
- Job readiness referrals for chemical health treatment, mental health treatment, and rehabilitation services.
- Support services are available to MFIP and DWP participants. Support funding is available to meet job search needs including transportation, job specific clothing, tools and other employment related needs. Participants must be meeting their employment plan requirements to be eligible for supportive services. ES counselors exercise diligence to ensure that support is issued for legitimate needs. Referrals are made as appropriate to other funding sources. If possible, participants are asked to contribute at least part of the expense.

C. Job Clubs:

Job Clubs are used to provide educational topics and best practices for creating and enhancing job search tools, to share job leads, and to provide group support. The focus of job clubs is on individual case management, group case management, and participant accountability. Documentation of the job search activities (activity logs) can be submitted before or after Job Club.

At a minimum each participant is offered training on the following topics:

- D. Developing a master job application;
- E. Opening and closing an interview;
- F. Using positive skill statements;
- G. Answering tough interview questions;
- H. Making a good first impression (appropriate appearance);
- I. Identifying effective ways to find jobs;
- J. Developing an appropriate resume;
- K. Registration on Minnesotaworks.net.

D. Structured Job Search (SJS):

DEED provides structured job search (SJS) weekly for all participants engaged in job-search activities. The meeting is spent developing a detailed action plan for the week and reviewing the completed activities from the prior week. The ES monitors and documents progress by verifying at least one employer contact weekly for each participant in job-search activities. The ES follows the Deficit Reduction Act requirements per documentation for job search and job-readiness verification.

MFIP/DWP participants engage in SJS as quickly as possible. A key feature for improving work participation rates, SJS is offered and attendance is expected by job seeker participants who receive benefits. SJS is a supervised activity that helps identify work skills, develop soft skills, build confidence, provide coaching and peer support, and serves as a network to share job leads with others. SJS includes training in work-readiness and life skills through individual and group activities facilitated by staff. Staff evaluate progress and provide appropriate feedback to the participant.

CareerForce provides opportunities for the MFIP/DWP participant to access job search materials, workshops and job clubs provided by all CareerForce staff and partners.

Through intensive SJS activities (determined by the number of mandated hours per individual), the participant will identify strengths and employment challenges. Early identification of employment challenges can lead to earlier resolution.

Participants are expected to treat SJS as their "job", until they find employment. This means there is significant involvement in structured, on-site activities when the participant is not interviewing or doing other approved off-site activities. Participants are expected to model workplace behavior during SJS. Workplace expectations such as appropriate dress, timeliness, and participation are established and reinforced by the ES.

E. Retention Skill:

The job retention and job search lessons, presented in job club, reinforce transferable skills and learned employment skills. The job search and retention skills topics include, but are not limited to, the following:

- Networking: the hidden job market;
- Determining who has the power to hire;
- Contacting employers - finding job openings;

- Managing time and setting goals;
- Answering tough interview questions;
- Using appropriate phone and interview manners;
- Assertive communication;
- Using e-mail for job search - on-the-job communication;
- Negotiating a wage - personal finance;
- Determining your best job offer and not burning bridges - staying on the job;
- Identifying career ladder opportunities - being promoted;
- Managing job search stress;
- Answering questions honestly on applications - ethics;
- Opening and closing the interview;
- Motivating yourself for job search - keeping a positive attitude;
- Preparing for the interview - the importance of appearance and manners;
- Following up after the interview - writing thank you notes;
- Balancing work and home responsibilities.

F. Distance-Learning Model/Structured Job Search for Those with No or Limited Transportation:

When it is not possible for the participant to get to the CareerForce for SJS, staff provide distance-learning options. Telephone, email communication, and self-directed materials (packets) allow the participant to participate in SJS from a remote location.

For distance learning to be a viable option for the participants, he or she must:

- have access to a computer and internet, such as at home or at a local library;
- use e-based instructional tools and processes to conduct a job search:
 - register for www.Minnesotaworks.net
 - complete Creative Job Search;
 - create a list of job leads;
 - email or fax a resume and job applications to the ES and/or employers;
 - email and/or phone a report of job search activity and weekly plans of action;
- Communicate regularly with the ES who approves and suggests structured job search activities.

When possible, the ES meets with the participant to develop the action plan and collect the activity logs from the previous week.

G. Structured Follow-Up:

Frequent evaluation of progress, feedback to the participant, and assistance with ongoing planning are critical pieces of SJS. This happens during phone and electronic check-ins and group or face-to-face meetings with the ES. SJS is the participant's job until he or she obtains paid employment or is placed in a volunteer or work experience position. SJS may still be applicable during the work experience or volunteer placement depending on the number of required hours of job search activities required of the participant.

H. Chemical Health Treatment, Mental Health Treatment, and Rehabilitation Services:

For participants with mental health, chemical health, or rehabilitation challenges the ES develops an employment plan reflecting the required job search hours based on the recommendations or treatment plans signed by a qualified professional. Monthly contact is maintained with the participant.

If the documentation from the professional verifies the participant qualifies for Family Stabilization Services (FSS), that documentation is provided to the financial worker and the ES develops an FSS employment plan for the participant.

ES check at least monthly with the FSS participant, either in-person or by phone. During the check-in, the participant and the ES review progress, identify support service needs, and make any necessary changes in the employment plan. The ES case notes the contact and documents any changes to the activities or to the plan.

I. Education and Training-Related Activities:

DEED / CareerForce staff encourage education and training activities when it is evident that the activity will substantially increase the participant's ability to successfully exit MFIP. Activities may include:

- Vocational educational training;
- Job skills training directly related to employment;
- High school completion or GED;
- English Language Learning (ELL);
- Adult Basic Education (ABE);
- Labor market information - high-demand, high-wage careers.

For all education and training activities, staff obtain a statement or class schedule from the educational institution or training provider, activity logs, and signed statements or attendance records in order to document participation hours. A participant's weekly schedule is used to determine allowable hours of study time. Staff use the formula that Minnesota submitted to the United States Department of Health and Human Services - one hour of countable study time for each hour of classroom instruction.

DEED / CareerForce staff obtain statements and schedules from high schools, alternative schools, and post-secondary institutions at the beginning of each quarter or semester.

A record of dates and hours of attendance for participants in GED, ABE, and ESL is submitted to CareerForce / DEED weekly by the Northwest Service Coop, the ABE provider.

Participants in post-secondary education will record dates and hours of attendance on an activity log. The activity log signed by a teacher or counselor from the educational institution and is submitted to DEED ES monthly. Staff verify participation hours by reviewing the activity log and the progress reports and grades issued by the institution. One hour of unsupervised study time is permitted per class hour attended. Additional

countable study time is supervised and verified by the signature of a person approved by the ES to supervise the study time.

III. Family Stabilization Services:

The section outlines DEED strategies pursued under Family Stabilization Services (FSS).

Cases that have documentation of a disability will have an FSS employment plan developed at enrollment if the documentation is provided by the financial worker or participant prior to, or at, enrollment with employment and training. If the documentation is received after enrollment, the employment plan will be changed to an FSS plan. Once the documentation is received, the financial worker will be notified with a status update.

ESs review sanctioned cases and those who are not meeting participation rates to see if the case is an FSS case. When a participant fits the criteria and the documentation is obtained, the financial worker or ES provides a copy of the documentation, with a status update, to the staff in the other agency to move the individual into FSS.

ES discuss FSS with participants who appear to qualify for FSS but are unwilling to disclose or document a disability. If the participant decides to disclose a possible disability, the ES will help the participant obtain the needed documentation for FSS.

The ES completes the initial assessment at enrollment and continually assesses the participant at each meeting, using the employability measure and ongoing assessment during the participant's time with DEED.

Resources are used to further the goals of the family to move them toward economic stability. Referrals are made to mental health services, vocational rehabilitation services, and other professionals, when appropriate.

ES develops employment plans with a broader range of activities and fewer hours to make sure it is appropriate to move the family forward. The FSS employment plan includes all required elements for FSS.

American Disability Act (ADA) requirements are reviewed and adhered to throughout FSS activities with participants. DEED provides training to staff regarding working with people with disabilities.

ESs will obtain appropriate releases of information with all entities working with the participant. Coordination of services between service providers is frequent and occurs at least monthly.

Eligibility is assessed throughout the participant's duration on FSS to determine if the participant continues to be eligible for FSS.

Childcare is available for activities included in the FSS plan.

Sanction requirements for FSS are followed. Prior to imposing a sanction or sending a notice-of-intent-to-sanction (NOITS), the ES completes all reviews needed, confirms that the

participant has the ability to comply with the plan as documented by behavioral and/or medical professionals, and has attempted a face-to-face visit either in the office or at a location convenient for the participant.

DEED ES case-manage FSS participants using a systematic approach to assessing the needs of the participant: providing assistance, identifying resources, developing solutions, developing and reinforcing the participant's skills, evaluating performance, coordinating referrals and services, and monitoring overall progress.

The ES develops a professional relationship with social workers, rehabilitation services staff, medical professionals, and other service providers with whom the FSS participant is working. The ES provides information and training to professionals, as needed, on the participant goals and mandated regulations of MFIP/DWP.

DEED uses several strategies to ensure MAXIS is coded correctly for each participant. The ES and financial worker each verify that the participant meets the criteria for FSS. Staff review the FSS mismatch report monthly to confirm that MAXIS coding is correct. Status updates are used to communicate regarding corrections to coding.

If a participant or potential participant reports to or appears to the ES to fall into one of the following FSS eligibility categories, the ES will request and assist the participant to obtain a statement from a qualified professional that specifies the illness, injury, incapacity, or diagnosis.

The first five FSS categories address the individual's ability to work:

- A person is suffering from a physical illness, injury, or incapacity, which is expected to continue for more than 30 days and prevents the person from obtaining or maintaining employment;
- A person is developmentally disabled, and that condition prevents the person from obtaining or maintaining suitable unsubsidized employment;
- A person is mentally ill, and that condition severely limits the person's ability to obtain or maintain suitable unsubsidized employment;
- A person is learning disabled and that condition severely limits the person's ability to obtain or maintain suitable unsubsidized employment;
- A person has an IQ below 80 and the condition severely limits the person's ability to obtain or maintain suitable unsubsidized employment.

The remaining FSS categories are not linked to a person's ability to obtain or maintain employment. A person is unemployable because;

- An adult or child in the household meets special medical criteria,
- A person is needed in the home to care for someone in the household with an illness or incapacity lasting more than 30 days;
- A person is a legal resident residing in the United States for 12 months or less,
- A person is applying for or appealing SSI or RSDI determination,
- A person has a family violence waiver,
- A person is 60, or more, years old.

IV. Program and Quality Evaluation: Shared Responsibility and Increased Integration of Employment Services and Financial Assistance:

Communication between eligibility workers, ES, and supervisors is frequent. If the ES or eligibility worker receives documentation or information that a participant is not able to participate fully in the work activities required of MFIP/DWP/FSS, they notify each other immediately. In addition, if either receives documentation of participation hours, such as pay stubs, they share with the other, as needed.

V. Indirect Services provided

- Basic sliding fee education plan approval: review education plan, complete assessments if needed, provide counseling and education planning assistance, refer to funding sources and either approve or deny the education plan.
- GA assessments: meet with individuals referred by the adult unit. Assessment appointment includes work history, education, skills training, barriers to employment, mental and physical health considerations, interviewing ability, technological skills and assessment of employability.
- Documentation and accuracy of file information:
 1. Maxis coding: Maxis and Worforce One coding is compared for accuracy Status updates are used to communicate corrections needed to coding Sanction panel reviewed to confirm # of sanctions and status regarding curing the sanctions Infant exemption months are reviewed
 2. MAXIS and WF1 enrollment lists are compared to ensure that sanction face to face meetings, administrative reviews and face to face meetings for nearing the end of MFIP occur on a timely basis.
 3. ES staff schedule the meetings and maintain a record of results for each case.
 4. Files are reviewed for extended MFIP benefits and for those reaching the 60th month and closing without an extension of benefits.
- Community resources and general support: ES counselors provide information and referrals to multiple local resources Services are coordinated with other providers ES counselors are often the primary contact for the program participant. With case banking, they do not have an eligibility worker assigned to them, so they ask questions of the employment counselor.
- Participants are encouraged to investigate eligibility for unemployment insurance if applicable when CareerForce computers are available for filing UI claims and claiming benefits.

Exhibit B

**Minnesota Department of Employment and Economic Development
CareerForce - Thief River Falls
Budgeted Expenses - January 1, 2022 to December 31, 2022
MFIP/DWP - Pennington County Social Services**

1 FTE

Direct Program	\$ 101,594.00
Administrative Expenses	\$ 12,006.00
Client Support Services	\$ 2,400.00
Total	<u>\$ 116,000.00</u>

Direct Program: The direct costs of providing counseling, job search, job placement, job retention, program overview, interpreter costs and any other direct expenses including wages, benefits, travel, office, telephone, durable and non-durable supplies. Include both the direct costs incurred by the agency or tribe and contracted providers. These costs are considered non-assistance.

Client Support Services:

Transportation:	\$ 1,000
Employment Related:	\$ 1,400
	<u>\$ 2,400</u>

Transportation includes:

Vouchers issued for gas / oil based on client needs

Other transportation may include car repairs, oil changes, tire repair or replacement

Employment related includes clothing, tools, and other items required for the job

PURCHASE OF SERVICES AGREEMENT

THIS AGREEMENT is made for the period January 1, 2022, to December 31, 2022, 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 Integrated Behavioral Health Care Room and Board rate established by the Department of Human Services.

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 (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).
- 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 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.
 - 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

Sanford Health Network North

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Reviewed and Approved:

By: _____

Pennington County Attorney

Date: _____

PURCHASE OF SERVICES AGREEMENT

THIS AGREEMENT is made for the period January 1, 2022, to December 31, 2022, 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 Temporary Confinement (72 Hour & Judicial Holds)

- 1.1 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.
- 1.2 Agency agrees to the following rates for all stays covered under the above statutes.
 - 1.2.1 01/01/2022 – 12/31/2022 \$1,817/day
- 1.3 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.
- 1.4 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.

1.5 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.

1.6 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.

1.7 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.

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

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 and 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 (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).
- 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 assume 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 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.
- 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 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.

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

Sanford Health Network North

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Reviewed and Approved:

By: _____

Pennington County Attorney

Date: _____

PURCHASE OF SERVICES AGREEMENT

THIS AGREEMENT is made for the period January 1, 2022, to December 31, 2022, 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 their 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.

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, 2022 – December 31, 2022 \$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 performing 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 performing 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 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

Sanford Health Network North

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Reviewed and Approved:

By: _____

Pennington County Attorney

Date: _____

Purchase of Services Agreement
between
Alluma, Inc.
and
Pennington County Social Services

The following agreement is between Pennington County Social Services, 318 Knight Ave N, Thief River Falls, MN 56701, (hereafter referred to as the “Agency”), and Alluma, Inc., 603 Bruce Street, Crookston, MN 56716, (hereafter referred to as the “Provider”).

ARTICLE I. CONTRACT AUTHORITY

WHEREAS, the Provider is an organization licensed, certified or held responsible under Minnesota Department of Human Services Rule 28, 29, 47, 79, 245D, 245G or an approved vendor according to published county criteria or certified by Pennington County Social Services to provide mental health services to persons;

WHEREAS, the Agency wishes to purchase such program services from the Provider;

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

WHEREAS, the Agency and Provider agree to review and renegotiate the terms of this Agreement if there is a revision of Federal and/or State regulations causing this Agreement to become invalid or non-executable;

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

ARTICLE II. TERM OF AGREEMENT

The term of the agreement will be from January 1, 2022 and continue through December 31, 2022. This agreement shall be automatically renew for another one (1) year term, unless either party provides notice to the other of its intent to terminate this agreement not less than sixty (60) days before the end of the then current term.

ARTICLE III. TERMINATION OF AGREEMENT

Either party may terminate this contract with or without cause by providing the other party with at least sixty (60) day prior written notice, delivered by mail or in person. Before the termination date of this Agreement, Agency and Provider shall develop a transition plan for continuity of care of individuals served, transfer and/or keeping of clinical records in accordance with statute 245.466 Subd.3a. Agency may evaluate the performance of the Provider in regard to terms of this contract to determine whether such performance merits renewal of this contract.

ARTICLE IV. RECIPIENT RIGHTS

The Provider 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.

ARTICLE V. CONFIDENTIALITY, HIPAA, and ACCESS TO RECORDS

A. Safeguard of Client Information: The use or disclosure by any party of information concerning an eligible client in violation of any rules or confidentiality provided for in Laws of Minnesota and the Code of Federal Regulations, or for any purpose not directly connected with the Agency's or Provider's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, the client's attorney or the client's responsible parent or guardian, in conformance with the Minnesota Data Privacy Act. The Provider's Chief Operations Officer serving as the Compliance and Privacy Officer is designated as responsible for compliance for applicable state and federal rules and regulations.

B. HIPAA and HITECH Act Compliance: The Provider acknowledges that it is a covered entity as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) enacted as part of the American Recovery and Reinvestment Act of 2009. Provider assures that it is in compliance with HIPAA/HITECH requirements currently in effect. Provider must limit the use or disclosure of consumers' protected health information to purposes directly connected with the provision of services under this contract.

C. Access to Records: Provider agrees to the fullest extent as permitted by state and federal law, access to all information, including Protected Health Information (PHI), requested to facilitate continuity of service or to monitor the terms of this contract. All PHI shall be documented in accordance as to its use and disclosure; it will be appropriately safeguarded; and breach or misuse of PHI will be reported in accordance with applicable rules and regulations. Individuals shall have access to and the ability to amend their PHI and an accounting of disclosures. Provider shall release applicable records to the Agency or Department of Human Services, if requested; and upon termination, return or destroy all PHI in accordance with conventional record practices. It is understood that both parties are Covered Entities.

ARTICLE VI. SCOPE, RELATIONSHIP AND DELIVERY OF SERVICES

A. Scope of Services: The Agency agrees to purchase and the Provider agrees to furnish Adult and Children services within either or both an outpatient or community setting as defined in the most current Minnesota Department of Human Services Budgeting, Reporting and Accounting for Social Services Manual of Services and Definitions (BRASS Code Manual). The Provider shall deliver any and/or all of the services outlined in Exhibit A, of this agreement.

The Provider shall, in writing within thirty (30) 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

notification, the Agency shall determine whether such inability will require modification or cancellation of said agreement.

Within the scope of clinical licensure, certifications, clinical disciplines and services provided, the Provider shall retain full discretion of the method and manner of performing the services set forth herein, in accordance with the terms hereof. Provider agrees that nothing herein contained is intended or should be construed in any manner as established or creating the relationship of co-partners and/or co-employer between the Agency and Provider, or as constituting Provider as the agent, representative or employee of Agency for any purpose or in any manner whatsoever.

B. Contract Relationship with County Social Services: The Provider through this agreement with the Agency shall provide services through the State of Minnesota's Medicaid Program, Prepaid Medical Assistance Plan, Commercial Health Plans and other funding sources. The Agency agrees that the Provider shall submit to the MN Department of Human Services a copy of County Social Services contracts in order to bill for and receive payment for all eligible Medical Assistance services provided.

C. Delivery of Services: Purchased services will be provided at the client residences, within the community, a location requested by the client, other Provider location via face to face, phone, e-mail, text, Secure and HIPAA compliant video-conference and tele-health delivery methods with appropriate consent that is consistent with client needs. The Provider is delivering or subcontracting out services at the following locations:

- 1) Crookston: 603 Bruce Street, Crookston, MN 56716
- 2) Crookston: Northwestern Apartments, 100 Gretchen Lane, Crookston, MN 56716
- 3) Crookston: Red River Valley Juvenile Center 600 Bruce Street, Crookston MN 56716
- 4) Crookston: North West Regional Corrections Center, HWY 75, Crookston MN 56716
- 5) Warren: North Valley Health Center, 109 S. Minnesota St, Warren, MN 56762
- 6) East Grand Forks: 1422 Central Ave NE, East Grand Forks, MN 56721
- 7) Fosston: First Care Medical Services dba Essentia Health Fosston, 900 Hilligoss Blvd SE, Fosston, MN 56542
- 8) Hallock: Kittson Memorial Healthcare, 1010 South Birch Ave., Hallock, MN 56728
- 9) Ada: Bridges Medical Center, dba Essentia Health Ada, 201 9th Street West, Ada, 56510
- 10) Ada: Norman County Social Services, 15 2nd Ave E, Ada, MN 56510
- 11) School Districts in Kittson, Mahnomon, Marshall, Norman, Pennington, Polk, Red Lake and Roseau Counties

D. Care Coordination: The Agency and Provider agree to engage in care coordination for mutual clients served or those who could benefit from integrating behavioral, primary health care and/or social services. The Agency and Provider will work with clients in obtaining appropriate bi-directional releases if authorized by the Provider. Upon obtained release, the Agency and Provider engages in care coordination with each other based on the patient choice and aligned with the client's preferences. This may include up to but not limited to referral for services, the sharing of verbal, written and/or secure digital means of communicating with each other, obtaining and confirming appointments are kept with each other. The Agency and Provider may participate in care coordination meetings to better deliver medically necessary care and treatment. Care

coordination may include communication for the purpose of responding to emergencies, routine care, treatment planning, diagnosis, treatment recommendations, transitional care between levels of care such as inpatient psychiatric/medical hospitalization or long term care facilities, medication management and reconciliation, withdrawal management and mental health crisis services. The Agency and Provider will each make its own clinical decisions regarding their patients care.

ARTICLE VII. PROVIDER CERTIFICATION, LICENSING and OVERSIGHT

The Provider agrees to keep current and up-to-date on applicable facility and/or programmatic certifications, licensures, rules and regulations governing the delivery of services. The Provider shall ensure all applicable employees retain and maintain appropriate credentials for licensure and billing.

The Agency in accordance with applicable Minnesota statues, rules and regulations (Minn. Stat.16B.97-Grants Management implemented through Office of Grant Management Policy Number: 08-10; MN Statute 9535.1740 Payment to county Boards) shall ensure the Provider upon request by the Agency or the MN Department of Human Services submits or makes available within a reasonable timeframe the following:

- 1) Cost reports related to services provided
- 2) Service Utilization of contracted services
- 3) Workforce and FTE's related to contracted services
- 4) Accessibility of contracted services

ARTICLE VIII. INDEPENDENT CONTRACTOR

Provider guarantees that it has full legal rights to render the services provided in this Contract and agrees that its status under this contract is that of an independent contractor. Provider is to be and shall remain an independent contractor with respect to all services performed under this Contract. Provider represents that it has, or will secure at its expense, all personnel required in performing services under this Contract. Any and all personnel of Provider or other person, while engaged in the performance of any work or services required by Provider under this Contract, shall have no contractual relationships with the Agency and shall not be considered employees of Agency and any and all claims that may or might arise under the Workers' Compensation Act of any State on behalf of any such person or personnel arising out of employment against Provider shall in no way be the responsibility of Agency. Provider does hereby hold Agency harmless and agrees to defend Agency from any and all such claims by persons associated with or engaged by Provider. Such personnel and/or other persons shall not require nor be entitled to any Compensation, Unemployment Compensation, severance pay or PERA from Agency by reason of Provider's operations under this Contract or the use of any process, equipment, machinery, or material in furnishing of the same.

ARTICLE IX. SUB-CONTRACTING

The Provider may enter into subcontracts for any of the work contemplated under this contract without written approval of the Agency. All subcontracts shall be subject to the requirements of this contract. The Provider shall be responsible for the performance of any subcontractor.

ARTICLE X. COMPENSATION and CLAIMS SUBMISSION

The Agency agrees to purchase and reimburse for the services delivered as outline in the Scope of Service and Rates in Exhibit A and make payment for Agency purchased services.

Authorized Agency purchased services and not to exceed amounts are outlined in Exhibit B. Provider shall ensure that payor of last resort funding mechanisms are utilized prior to billing the Agency. All available and applicable funding sources for services shall be coordinated and utilized appropriately, and billed using the Providers usual and customary rates as outlined in Exhibit A.

Provider Claims and Agency Payments shall be made as outlined in Exhibit B of the agreement following rates outlined in Exhibit A. All Provider invoices shall be submitted within 30 business days after the close of the previous month for services provided within 120 days of service delivery. The Agency shall make payment within thirty (30) days upon receipt of invoice.

No claim for services furnished by the Provider, not specifically outlined in the contract, will be allowed by the Agency, nor shall the Provider 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 contract.

Where end of the year services provided by the Provider cannot be billed within the current contract period, those services will be billed in the subsequent funding period.

ARTICLE XI. ELIGIBILITY and TERMINATION OF SERVICES

A. Eligibility: The parties understand and agree that the Agency shall determine preliminary and final eligibility of the client to receive the Purchased Services. Determination dependent on funding source is in accordance with eligibility criteria established by current relevant Minnesota Statutes and current relevant Minnesota Rules. Provider shall be responsible for determining when a service qualifies as medically necessary under another funding source such as but not limited to private insurance or for Minnesota Medical Assistance.

It is understood and agreed by both parties that eligible clients and/or responsible parent or guardian, when applicable, shall have fees charged and collected in accordance with the policies and procedures adopted by the Commissioner of Human Services in accordance with the provisions of current relevant Minnesota Statutes.

B. Termination of Services: The Provider shall notify the Agency within thirty (30) days of the proposed date to discharge or terminate a service to a client. The Provider shall not discharge or terminate a service to a client prior to the proposed date unless delay would seriously endanger the health, safety, or well-being of other clients or Provider. The Provider shall establish written

procedures for discontinuing services to a client in accordance with current relevant Minnesota Rules.

ARTICLE XII. INDIVIDUAL SERVICE PLAN (ISP)

The parties understand and agree that all services provided to eligible recipients under the terms of this contract shall be in accordance with the ISP, developed with, for and on behalf of the individual client. The Agency may delegate the development of ISPs to the Provider to facilitate coordination, reduce duplication and to be used by both parties when applicable.

ARTICLE XIII. PROVIDER REPORTING

The provider shall participate in providing written or verbal aggregate or clinical reports as applicable with state and federal rules and regulations to the Agency at a mutually agreeable schedule or timeframe that may include but not limited to the following:

- 1) Financial
- 2) Performance
- 3) Service Utilization
- 4) Clinical documentation such as: Comprehensive Evaluations/Diagnostic Assessments, Individual Treatment Plans, Progress Notes, Admission and Discharge Summaries
- 5) Clinical Outcomes

The Provider shall cooperate with monitoring procedures and allow personnel of the Minnesota Department of Human Services, the Agency, and any other relevant agency/department access to the Provider's facility and records at reasonable hours to exercise their responsibility to monitor purchased services. Provider shall retain complete records per the governing records and retention policies.

ARTICLE XIV. BONDING, INDEMNITY, AND AUDIT CLAUSE

A. Indemnity: The Provider agrees that it will at all times indemnify and hold harmless the Agency from any and all claims, liability, loss, damages, costs or expenses which may be claimed against the Agency or Provider by reason of personal injury, death or property damage to a service client arising out of or resulting from services provided by Provider on premises owned by or leased to Provider under a written lease agreement or when such personal injury, death or property damage results from or arises out of the Provider's negligence in performing services under this agreement, including negligence in transporting service clients vehicles owned or operated by the Provider.

B. Insurance: The Provider further agrees, in order to protect itself and the Agency under the indemnity provisions set forth above, to 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 for bodily injury or property damage to any one person and \$3,000,000 for total injuries or damages arising from any one incident. The Provider has in force a separate insurance policy with Employee Dishonesty/Theft coverage in the amount of \$500,000 which is intended to cover the activity of all of its personnel.

C. Audit: Unless otherwise agreed to by the Agency, the Provider agrees that within 120 days of the close of its fiscal year an audit will be conducted by a Certified Public Accounting Firm which will meet the requirements of the Single Audit Act of 1984, P.L. 98-502 and the Office of Management and Budget Circular No. A-128. In any case, after completion of the audit, a copy of the audit report must be made available to the Agency upon request.

ARTICLE XV. EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS AND NONDISCRIMINATION

This Provider 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 2000d); and the Rehabilitation Act of 1973, as amended by Section 504.

ARTICLE XVI. PROVIDER DEBARMENT AND SUSPENSION

Current regulation may prohibit the State or County Social Service Departments from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes may provide the Commissioner of the Department of Administration with the authority to debar and suspend vendors who seek to contract with the State or County Social Services. 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.

Provider certifies that it and its principals* and employees upon delivering local/state/federal funded services:

- 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 or possesses any 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 Agency should Provider come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

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

ARTICLE XVII. MISCELLANEOUS PROVISIONS

A. Amendment: Except as otherwise stated in this Agreement, any alterations, variations, modifications, or waivers of 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.

B. Extent of Contract: This contract and additional and supplementary documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto and no other contracts, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind either of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives and have affixed their respective hands effective as of the day and year first mentioned above.

By: _____
Pennington County Social Service Director
"Agency" _____
Date

By: _____
Pennington County Board Chairperson
"Agency" _____
Date

By: _____
Pennington County Attorney
"Agency" _____
Date

By: _____
Alluma, Inc. Mental Health Center, CEO
"Provider" _____
Date

By: _____
Alluma, Inc, Board Chairperson
"Provider" _____
Date

SCOPE OF SERVICES and RATES

The Agency shall purchase statutorily required and ancillary services from the provider and the provider shall deliver services as mutually agreed upon. Depending on the service requested will determine the funding source billed. While coordination of care is primary, depending on the service provided and the funder will determine whether clinical information may be shared with the Agency. Services provided shall whenever possible align with the most current Brass Code Manual or the Minnesota Healthcare Program Manual. The services provided may be funded through and clinical information accessible to the Agency in the following ways:

- **Payer:** As requested by the Agency
 - **Accessed:** released upon Agency request to the Provider
- **Payer:** Through agreements with Minnesota Medicaid (MA)
 - **Accessed:** released upon Agency request to the Provider with valid Release of Information
- **Payer:** Through agreements with Prepaid Medical Assistance Programs (PMAP)
 - **Accessed:** released upon Agency request to the Provider with valid Release of Information
- **Payer:** Through agreements with Health Plans
 - **Accessed:** released upon Agency request to the Provider with valid Release of Information
- **Payer:** Through agreements with Commercial Insurance plans
 - **Accessed:** released upon Agency request to the Provider with valid Release of Information

The following are the services, description/definition of services, criteria and rates outlined for Adult, Children, Outpatient, Substance Use Disorder and Supervision services that may be provided for and purchased by the Agency and/or Medicaid/PMAP and other third party billing sources.

CLINICAL SUPERVISION: Adult and/or Children Rule 79-Targeted Case Management

The Agency may request and Provider may deliver supervision to Agency employees who need clinical supervision in order for the Agency to meet the targeted case management service staffing requirements. The Agency and Provider shall follow the MHCP manual requirements for supervision and the Agency shall reimburse the Provider for its time in providing supervision. At the request of the Agency, Provider will provide clinical supervision to Agency's social workers during the contract term. If a Provider clinician is unable to keep a prescheduled clinical supervision it is Provider's responsibility to inform Agency of the cancellation and plans to

reschedule. Supervision may be provided either in person or via video conference. The following are the criteria to utilize by the Agency and the Provider when supervision is provided.

Agency shall:

- Notify the Providers Chief Clinical Transformation Officer of any employee in need of supervision.
- Notify Provider of the amount and frequency of supervision needed by employee.
- Make employee's schedule consistently available to meet with the supervisor.
- Be responsible for maintaining the supervision record of each employee supervised.
- Allow access for Clinical Supervisor to clinical records for review, signatures and quality assurance.
- Notify provider when supervision quantity and frequency require adjustment due to meeting required timeframes or changes in criteria.
- Ensure that employees attending supervision are prepared and expected to actively participate, accept feedback and clinical direction.
- Notify Provider a minimum of twenty-four (24) hours in advance whenever possible when cancelling a prescheduled supervision session.

Provider shall:

- Provide or arrange for supervision of Agency employees.
- Work with Agency employee to develop a schedule and supervision plan.
- Schedule regular individual and/or group supervision with Agency employee.
- Review as needed the effectiveness of supervision.
- Review and sign case plans and functional assessments as required by MHCP policy for children's and adult targeted case management (MS 256B.0625 § 62, MS 245.462 § 4 a).
- Bill Agency for time spent performing any function related to clinical supervision of Agency employees.

ALL PATIENTS - MENTAL HEALTH SERVICES

- The following services may be provided to any patient meeting medical necessity for an eligible insurance or referred by the county.

- Mobile Crisis Services (that are not covered by a third party payer) are funded through a DHS grant, and contracted through the Fiscal Host, shall be billed to the Fiscal Host for reimbursement to the Provider.

DHS Brass Manual Service Name	BRASS Code	Rate
Information and Referral	401	\$256/hr MD/CNS/NP \$162/hr Doctoral \$147/hr MH Professional
Community Education and Prevention	402	\$256/hr MD/CNS/NP \$162/hr Doctoral \$147/hr MH Professional
Early Identification and Intervention	407	\$162/hr Doctoral \$147/hr MH Professional
Pre-Petition Screening/Hearing	409	\$256/hr MD/CNS/NP \$162/hr Doctoral \$147/hr MH Professional
Transportation	416	60 cents per minute, all levels
Client Flex Funds	418	County-Funded Reimbursed at actual cost to Provider
Peer Support Services (Family or Individual)	420	Individual: \$120/hr Group: \$66/hr
Emergency Response Services	451	\$256/hr MD/CNS/NP \$190/hr Doctoral \$175/hr MH Professional \$120/hr Consult Prof
Interpreter Services	615 (Adult) 115 (Child)	County-Funded \$147/session all levels (rate represents estimated actual cost to Provider)

DHS Brass Manual Service Name	BRASS Code	Rate
Mobile Crisis Services	431 (Adult) 432 (Child)	\$200/hr Assessment \$200/hr Intervention \$200/hr Stabilization Travel 60 cents per minute, all levels \$200/hr Screening/Consult Phone or F2F \$420/day Stabilization bed
Outpatient Comprehensive Evaluation/Diagnostic Assessment, Psychological and Neuropsychological Testing/Explanation of Findings	408 (Adult) 405 (Child)	<u>Comprehensive Evaluation/Diagnostic Assessment:</u> \$337/session MD/CNS/NP \$228/session Doctoral and MH Professional <u>Extended Comprehensive Evaluation:</u> \$533 all levels <u>Initial Eval:</u> \$182 all levels <u>Psych/Neuropsych Testing:</u> \$162/hr Doctoral <u>Interactive Complexity Add-on:</u> \$20/session all levels
Outpatient Psychotherapy	452 (Adult) 453 (Child)	Individual: 16-37 Minutes \$143/session MD/CNS/NP \$125/session Doctoral

DHS Brass Manual Service Name	BRASS Code	Rate
		<p>\$117/session MH Prof.</p> <p>38-52 Minutes \$192/session MD/CNS/NP \$147.50/session Doctoral \$140/session MH Prof.</p> <p>53+ Minutes \$256/session MD/CNS/NP \$215/session Doctoral \$200/session MH Prof.</p> <p>Family: \$256/hr MD/CNS/NP \$221/session Doctoral \$206/session MH Prof.</p> <p>Group: \$66/session all levels</p>
Outpatient Medication Management	454 (Adult) 455 (Child)	<p>New Patient:</p> <p>99201 \$63 99202 \$126 99203 \$189 99204 \$295 99205 \$379</p> <p>Established Patient:</p> <p>99211 \$20 99212 \$76 99213 \$116 99214 \$179</p>

DHS Brass Manual Service Name	BRASS Code	Rate
		99215 \$253
Functional Assessment	N/A	\$182/hr. MH Professional
Clinical Supervision	N/A	\$256/hr MD/CNS/NP \$145/hr Doctoral \$130/hr MH Professional
ITV site origination	N/A	<u>Insurance and County-Funded</u> \$36 per event - all levels

ADULT - MENTAL HEALTH SERVICES

- Community Support Program Services of: Client Outreach, Community-based services, and Basic Living/social skills community intervention.
- Northwestern Apartments
 - Transitional Housing
 - Support Services
- The Provider shall deliver Mental Health Targeted Case Management (MH-TCM) and be compensated directly by DHS. DHS will bill each county for the non-federal share if the Provider’s Certified Community Behavioral Health Clinic status changes. The Agency will establish a procedure to access the Rule 78 funding identified above to pay for the non-federal share of the MH-TCM services provided by this Provider. This is upon request by the Agency to the Provider to deliver this service.
- Assertive Community Treatment (BRASS Code 438) may be provided to eligible individuals upon Providers certification and reimbursed based on the Cost Based Reimbursement rate established by DHS.
- NW8 Adult Mental Health Initiative Services shall be delivered through a separate contract.

DHS Brass Manual Service Name	BRASS Code	Rate
Client Outreach	403	<u>County-Funded</u> \$120/hr all levels

DHS Brass Manual Service Name	BRASS Code	Rate
Supported Employment and Individualized Placement and Support Service	437	<u>County-Funded</u> All levels: \$120/hr
Basic Living/Social Skills and Community Intervention	446	\$120/hr all levels
Adult Rule 79 (Minnesota Rules, parts 9520.0900 to 9520.0926) Case Management	491	\$492/month (TCM) all levels Effective 7/1/22 (pending DHS implementation) the rate will be \$411/month
Peace Officer Evaluation	N/A	\$400/flat rate all levels
Northwestern Apartments	N/A	\$190/day

CHILDREN’S MENTAL HEALTH SERVICES

- Agency requested Children Mental Health and ancillary services will be provided on a fee for service basis for:
 - Client Outreach: upon referral the activities that are required to engage with the child and or family members to set them up with services.
 - Community-based services: Any medically necessary or county requested service listed in the service and rate fee schedule listed below.
 - Clinical Case Consultation: any time a provider is being requested to attend a meeting that requires the provider to provide clinical expertise as to treatment plan, interventions or approach to client care.
 - Family Group Decision Making: The planning, implementing and follow up to this facilitated process with clients, families and agencies.
 - Treatment Planning: The time spent by the provider in the development and writing of the clients individualized treatment plan.
 - Functional Assessments: The time spent by the provider with the client conducting the necessary assessments to determine functioning and guide treatment planning.

- County Paperwork: The time spent by providers completing necessary paperwork requested by the county for various situations.
- The Provider shall deliver Mental Health Targeted Case Management (MH-TCM) and be compensated directly by DHS. DHS will bill each county for the non-federal share if the Provider’s Certified Community Behavioral Health status changes. The Agency will establish a procedure to access the Rule 78 funding identified above to pay for the non-federal share of the MH-TCM services provided by this Provider. This is upon request by the Agency to the Provider to deliver this service.

DHS Brass Manual Service Name	BRASS Code	Rate
Family Group Decision Making	166	<u>County-Funded</u> \$120/hr MH Professional
Client Outreach (Family Community Support Services)	404	\$120/hr all levels
Child Level of Care Determination	410	\$256/hr MD/CNS/NP \$162/hr Doctoral \$147/hr MH Professional
Other Family Community Support Services (FCSS)	430	<u>County-Funded</u> <u>Individual/Family:</u> \$120/hr all levels <u>Group:</u> \$66/session MH Professional
Child Respite Care	489	<u>County-Funded</u> Reimbursed at actual cost to Provider upon approval from County

DHS Brass Manual Service Name	BRASS Code	Rate
Child Rule 79 (Minnesota Rules, parts 9520.0900 to 9520.0926) Case Management	490	\$604/month (TCM) All levels Effective 7/1/22 (pending DHS implementation) the rate will be \$711/month
Mental Health Clinical Service Plan Development	496x	<u>County-Funded</u> \$120/hr MH Professional
Requested Paperwork	N/A	<u>County-Funded</u> \$120/hr MH Professional
CTSS Psychotherapy	N/A	<u>Individual:</u> <u>16-37 Minutes</u> \$143/session MD/CNS/NP \$125/session Doctoral \$117/session MH Prof <u>38-52 Minutes</u> \$192/session MD/CNS/NP \$147.50/session Doctoral \$140/session MH Prof. <u>53+ Minutes</u> \$256/session MD/CNS/NP \$215/session Doctoral \$200/session MH Prof.

DHS Brass Manual Service Name	BRASS Code	Rate
		<u>Family:</u> \$256/hr MD/CNS/NP \$221/session Doctoral \$206/session MH Prof.
CTSS Skills	N/A	\$125/hr all levels
CTSS Group	N/A	\$66/session all levels
CTSS Travel	N/A	60 cents per minute
Clinical Case Consultation		\$102/hr

COMPENSATION AND CLAIMS

A. Authorized Services

All services outlined in Exhibits A-B are considered authorized services for the purposes of this agreement.

If Provider believes a patient would significantly benefit from services, and that the patient would not seek services unless those services were subsidized, Provider may contact Agency for authorization and negotiate terms of payment.

B. Services Not To Exceed:

The Provider shall deliver services in each of the Program Services areas utilizing the rates found in the Exhibits and shall not bill for services that exceed the contract ceiling amounts listed below.

Program Services	Contract Ceiling	Fees in Exhibit Number
Children's Mental Health Services	As prior authorized by Agency and reimbursed at Provider Rate	A
Outpatient Services	As prior authorized by Agency and reimbursed at Provider Rate	A

C. Claims Submission:

- 1) Invoicing: The Provider within thirty business days following the last day of each calendar month shall submit a standard invoice for services provided. The Invoice shall include:
 - a) total program and administrative expenditures for the month; and

- b) an itemized account of each social services eligible individual served
 - i. name (or initials)
 - ii. service dates
 - iii. identifying service(s) provided
 - iv. number of units and cost per unit.

- 2) Response to Invoice: Within 30 days of receipt of the invoice the Agency is expected to respond with payment for the entire invoice provided, or a partial payment for the invoice with reasons for all remaining services that were not paid so both parties have timely transparency to any billing concerns.

- 3) Children's Mental Health Services: The Provider shall obtain prior authorization from the Agency in order to utilize funding for the Providers North Star Summer Program services. Provider may invoice Agency for referred client's time lost due to client missed appointment if unable to fill missed appointment time. Provider may invoice for travel time of said missed appointment when already driven to appointment. Provider shall notify the Agency when an appointment is a no show.

- 4) Targeted Case Management: The Provider will bill the State of Minnesota for Mental Health Targeted Case Management (MH-TCM) for adults or children at the rates listed in Exhibit A and be compensated directly by DHS. While the Provider retains CCHBC status, the Agency shall not be billed the non-federal match share. Should the Provider's CCBHC status change, DHS will bill each county for the non-federal share. The Agency will establish a procedure to access the Rule 78 funding to pay for the non-federal share of the MH-TCM services provided by this Provider.

- 5) The Provider will not charge any program or service fee to eligible clients that are covered under public, and/or private insurance/health plans. The agency accepts responsibility for co-pays and/or deductibles for dually eligible clients.

- 6) The Provider may bill Agency for services provided to clients who have not initiated or completed an application to the County when the presenting problem prohibits or otherwise precludes the completion of an application prior to service delivery. Services provided under this provision shall be limited to:
 - a) 90 days from the initiation of services, following which a prior authorization is required for continuation of services; and
 - b) Not to exceed 10 hours of services for a client prior to the completion of an application, after which a prior authorization is required.

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2020 County Inspection Report

County Agency Name:	PENNINGTON COUNTY	Date DHS Approved:	11/29/2021
County Human Services Director:	JULIE SJOSTRAND	Email Address:	jasjostrand@co.pennington.mn.us
County IT Director:	REDI TECH COMPANY	Email Address:	info@reditech.com
County CSD Supervisor:	JULIE SJOSTRAND	Email Address:	jasjostrand@co.pennington.mn.us
	Tammy Johnson	Email Address:	tmjohnson@co.pennington.mn.us
DHS CSD Reviewer:	Laurie VanElsberg, Security & Audits Coordinator laurie.vanelberg@state.mn.us	Date Reviewed:	7/17/2020, 12/31/2020, 04/19/2021, 05/13/2021, 07/02/2021, 11/29/2021
DHS EAESD Reviewer:	Alesia Thompson, Data Compliance Coordinator & Business Continuity Planner alesia.thompson@state.mn.us	Date Reviewed:	
DHS Comments:	Please provide the requested follow-up information regarding:		

Overall Objective: To measure the level of compliance with Federal disclosure regulations as defined in Publication 1075 and as documented in agency policies and procedures.

Section A: Record Keeping Requirements (Publication 1075 section 3.0) IRC Section 6103 (p)(4)(A)

Objective: To ascertain that adequate policies, procedures, and systems are in place to identify, store, protect, and track FTI from receipt to destruction.

Question		County/DHS Response	Risk Rating
A1	How is Federal Tax Information (FTI) accessed (mail, fax, email, PRISM, MAXIS, federal Office of Child Support Enforcement (OCSE) Child Support Portal (CSP), other agency application, other)? Please list all access points.	We may receive the information via access in MAXIS/PRISM or through returned IEVS Notices.	Compliant

A2	Are products/documents, other than locate inquiries or IEVS Difference Notices manually created from FTI data?	yes. 12/31/2020 - Would you like to provide an updated response? 04/01/2021 - No information is printed or created.	Compliant
A2(a)	If yes, describe what products/documents are created (e.g. Letters, screen prints, other).	MAXIS: IEVS Difference Notices are generated. PRISM: Locate information is received via FPLS, Address verification inquiries are sent based upon this information. Generation of these document is tracked and stored in MAXIS/PRISM. If the information is accessed in MAXIS/PRISM, it is used to update and take any appropriate case action. No FTI is printed in this process. If an IVES notice is returned by the Post Office, we either forward this notice on to the client at the listed address or locate the current address. Information is received online in PRISM and used only by CSO's to take any necessary case action. No FTI information is printed. Income and locate Information on screens listed in C1. For locate purposes. IEVS matches and SVES screens. Information is used to determine the correct program and benefit. If information does not match with what the client has provided , additional information is requested. Changes and /or overpayments, if due to unreported earnings, cause a difference to already issue benefits, additional verification beyond the IEVS notice is needed. 12/31/2020 - Would you like to provide an updated response? 04/01/2021 - N/A No documents are printed or created using FTI.	Compliant
A2(b)	How are the created products/documents tracked and stored until destruction?	Look at A2(a). 07/17/2020 - Please provide an individual answer. 12/31/2020 - No documents are printed or created using FTI	Compliant
A3	Upon receipt of FTI, how is the data distributed (email, fax, mail, PRISM, MAXIS, IEVS Difference Notices, other)? Please describe all types of distributions.	Look at A2(a). 07/17/2020 - Please provide an individual answer. 12/31/2020 - No documents are printed or created using FTI	Compliant
A4	Do you scan FTI into an Electronic Document Management System (EDMS)?	Look at A2(a). 07/17/2020 - Please provide an individual answer. 12/31/2020 - No documents are printed or created using FTI	Compliant
A5	How is PRISM-generated FTI distributed and handled within the agency?	Look at A2(a). 07/17/2020 - Please provide an individual answer. 12/31/2020 - Information is received online in PRISM and used only by the CSOs to take necessary case actions. No FTI is printed.	Compliant

A6	Describe PRISM FTI that workers access.	Look at A2(a). 07/17/2020 - Please provide an individual answer. 12/31/2020 - Income and locate information is on screens in PRISM.	Compliant
A7	How is the PRISM FTI information is used?	Look at A2(a). 07/17/2020 - Please provide an individual answer. 12/31/2020 - For locate purposes.	Compliant
A8	Describe MAXIS FTI that workers access.	Look at A2(a). 07/17/2020 - Please provide an individual answer. 12/31/2020 - FTI & SSA information throught IEVS interface and the SSA SVES/TPQY function.	Compliant
A9	How is the MAXIS FTI information is used?	Look at A2(a). 07/17/2020 - Please provide an individual answer. 12/31/2020 - Eligibility Workers use information to resolve discrepancies in MAXIS information and to verify eligibility for programs.	Compliant

Section B: Secure Storage (Publication 1075, Section 4.0) IRC 6103 (p)(4)(B)

Objective: To ascertain adequate security of the building or section of building where the FTI is located.

Question		County/DHS Response	Risk Rating
B1	What are your business hours?	Lobby: 8am-noon & 1pm -4 pm. Phones: 8am-noon & 1pm - 4:30 pm. Both Monday thru Friday.	Compliant
B2	Are FTI areas prominently posted and separated from non-restricted areas by physical barriers that control access?	Yes	Compliant
B3	Is a responsible employee stationed at the main entrance to your FTI area to prevent unauthorized access during business hours?	Yes	Compliant
B4	Are employees who access restricted FTI areas issued authorization credentials such as badges, identification cards, or smart cards?	Yes	Compliant
B4(a)	If yes, who maintains the records on the issuance of the ID cards (name and title)?	Julie Sjostrand, Director	Compliant
B4(b)	How are the ID cards inventoried or managed?	Written Log	Compliant
B4(c)	Are ID cards required to be clearly displayed and worn above the waist?	Yes	Compliant

B5	What mechanism is used to lock the doors to your restricted FTI area, during business hours (e.g. key cards (badge readers), keys, combination key pad, other)?	Keys	Compliant
B5(a)	If key cards are used, is each attempt logged?	N/A	Compliant
B5(a)(i)	If key cards are used, who reviews the access attempt logs (name and title)?	N/A	Compliant
B5(a)(ii)	If key cards are used, how often are the access control logs reviewed?	N/A	Compliant
B5(b)	If key cards or keys are used, are records maintained on the issuance of key cards or keys?	Yes	Compliant
B5(b)(i)	If yes, who is responsible for the records regarding the issuance and maintenance of key cards or keys (name and title)?	Julie Sjostrand, Director, Employee Supervisor, Fiscal Supervisor and Social Services Supervisor and Financial Assistance Supervisor and Human Resources Manager.	Compliant
B5(b)(ii)	How are records for key cards or keys maintained (automated file, written log, etc.)?	Written Log	Compliant
B5(b)(iii)	Are periodic reviews conducted to reconcile records and determine if staff still need access?	yes	Compliant
B5(b)(iv)	What is the date of the last review/reconciliation?	Annually and when there is a change in staff	Compliant
B5(c)	If combination locks are used to lock the doors to your restricted FTI area, how often is the combination changed?	N/A	Compliant
B5(c)(i)	If combination locks are used to lock the doors to your restricted FTI area, who controls the combination (name and title)?	N/A	Compliant
B6	What, if any, alarm systems are currently running at your office (e.g. Intrusion Alarms, Motion Detectors, Exit Alarms, Panic Alarms)?	None	Compliant
B6(a)	Who monitors these alarm systems (name and title)?	N/A	Compliant
B7	Are security cameras used at your office?	No	Compliant
B7(a)	If yes, who monitors the security feed (name and title)?	N/A	Compliant
B8	Does your agency store FTI in a locked storage cabinet? If yes, what mechanism is used to lock the storage cabinet (key, combination lock, other)?	Main Pennington County Human Services Office: Yes Child Support Office: N/A as no FTI is printed or stored.	Compliant
B8(a)	If a key is used, is the key in a secure location?	Financial Assistance Supervisor's (FAS) Office	Compliant
B8(a)(i)	Who has access to the key?	Director and FAS	Compliant

B8(a)(ii)	How many keys are in existence?	2	Compliant
B8(a)(iii)	Who maintains the backup keys (name and title)?	Tammy Johnson, FAS	Compliant
B8(b)	If a combination lock is used on the FTI storage cabinet; how often is the combination changed?	N/A	Compliant
B8(b)(i)	Who controls the combination of the FTI storage cabinet (name and title)?	N/A	Compliant
B9	Does the agency maintain a Visitors' Access Log for those areas designated as containing FTI?	Yes	Compliant
B9(a)	If yes, are the following data elements captured in the log: Date, name & organization of visitor, form of identification of visitor, purpose of visit, name & organization of person visited, time of entry, time of departure, signature of visitor.	Yes	Compliant
B9(b)	Who periodically reviews the access log (name and title)?	Tammy Johnson, FAS	Compliant
B10	Do employees of other county agencies, without authorized access to FTI, have a need to periodically access areas designated as containing FTI?	yes	Compliant
B10(a)	If yes, is a County Employee Authorized Access List (AAL) maintained for those employees that have a frequent and continuing need to enter the restricted FTI area?	No. All guests/clients sign in/out using the same form.	Compliant
B10(a)(i)	If yes, are the following data elements captured in the log: The name of the individual, agency or department name, name and phone number of agency point of contact (POC), address of agency POC, and purpose for access?	N/A	Compliant
B10(a)(ii)	Who maintains the County Employee AAL (name and title)?	N/A	Compliant
B10(a)(iii)	How often do you update the County Employee AAL?	N/A	Compliant
B11	Do vendors and non-agency personnel have a need to access areas designated as containing FTI?	Yes	Compliant
B11(a)	If yes, is a Vendor and Non-Agency Authorized Access List (AAL) maintained for those vendors and non-agency personnel that have a frequent and continuing need to enter the restricted FTI area?	yes. 07/17/2020 - Please confirm or correct. In B10(a) you stated all guests sign in/out using the same form. Do you have a separate Vendor and Non-Agency Authorized Access List (AAL). 12/31/2020 - Yes, we have an AAL	Compliant

B11(a)(i)	If yes, are the following data elements captured in the log: the name of the vendor/contractor/non-agency personnel, name and phone number of agency point of contact (POC) authorizing access, name and address of vendor POC, address of vendor/contractor and purpose and level of access?	Yes. The visitor access log provides a date , name and organization of visitor, and form of identification of visitor, purpose of visit, name and organization of person visited, time of entry and departure and signature of visitor. 07/17/2020 - Please confirm or correct. In B10(a) you stated all guests sign in/out using the same form. Do you have a separate Vendor and Non-Agency Authorized Access List (AAL). 12/31/2020 - yes, on the AAL log for vendors and non-agency personnel.	Compliant
B11(a)(ii)	Who maintains the Vendor and Non-Agency AAL (name and title)?	Tammy Johnson, FAS. 07/17/2020 - Please confirm or correct. In B10(a) you stated all guests sign in/out using the same form. Do you have a separate Vendor and Non-Agency Authorized Access List (AAL). 12/31/2020 - Julie Sjostrand, Director and/or Tammy Johnson FAS	Compliant
B11(a)(iii)	How often do you update the Vendor and Non-Agency AAL?	Daily. 07/07/2020 - If you do maintain a Vendor and Non-Agency AAL, the Vendor and Non-Agency AAL must be updated monthly. Please change your policy and provide the effective date of the change. 12/31/2020 - Monthly	Compliant
B12	Are visitors, vendors and non-agency personnel escorted within areas designated as containing FTI?	Yes	Compliant
B13	Does your office have a written policy against staff tailgating/piggybacking into secured work areas and to require staff to individually badge themselves into secured work areas?	No. All staff are required to wear agency issued photo ID Badges. Director is going to be working on this policy within 6 months. 07/17/2020 - Please draft a "piggyback" and/or "tailgate" policy and provide a copy. 12/31/2020 - Yes, see attached Draft policy.	Compliant
B14	Does your agency have interview rooms?	Main Office: Yes Child Support : No	Compliant
B14(a)	If yes, how is physical safety maintained in those rooms?	Staff has access to leave offices or use phone to request help.	Compliant
B15	Do agency staff regularly receive training on de-escalation techniques and how to address conflict? How often and when was your last training?	Staff receive annual safely training. Our last training was present in August 2019.	Compliant
B15(a)	If not, would you like to receive such training?	Yes	Compliant

B16	FTI must be protected by Minimum Protection Standards (MPS), also known as the "two barrier" rule. The two barrier rule begins at the FTI and extends outward to the individual without authorized access to the FTI. Examples of the barriers are available on page 18 of IRS Publication 1075. They are: 1) secured perimeter, 2) security room, 3) badged employee, and 4) security container. During business hours, what is your first barrier?	Main Office : Keyed and locked building front and exterior door(remains unlocked during business hours) ; double keyed and locked building rear exterior door (remains locked at all times); keypad entrance into our Agency lobby (remains unlocked during business hours) ; keypad entry into our working areas- offices)(three of these) (remains locked at all times). Guest/Client signin /out forms, FTI Destruction Log IRS Publications 1075 are in a keyed/locked cabinet (remains locked at all times) in the FAS's office. Guest/Client sign-in/out Excel spreadsheet is online and is password protected with access by FAS, OSS and IT Technical Support 9 if needed). Child Support Office:(keyed and locked building. 07/17/2020 - The two barrier rule begins at the FTI; therefore, this answer may more appropriately be badged employees and/or locked computer. Would you like to update your answer? 12/31/2020 - Badged employees and locked computers.	Compliant
B16(a)	During business hours, what is your second barrier?	None. 07/17/2020 - Based on the information your agency provided for B16, your second barrier may more appropriately be your secure perimeter. Would you like to update your answer? Main Office : Keyed and locked building front and exterior door(remains unlocked during business hours) ; double keyed and locked building rear exterior door (remains locked at all times); keypad entrance into our Agency lobby (remains unlocked during business hours) ; keypad entry into our working areas-offices)(three of these) (remains locked at all times).	Compliant
B17	What is your first barrier during non-business hours?	None. 07/17/2020 - The two barrier rule begins at the FTI; therefore, this answer may more appropriately be locked computer and/ or security container. Would you like to update your answer? 12/31/2020 - Locked computers and locked file cabinet.	Compliant

B17(a)	What is your second barrier during non-business hours?	None. 07/17/2020 - Your second barrier may more appropriately be your secure perimeter. Would you like to update your answer? Please see Section 4.2 Minimum Protection Standards. Protected information must be containerized in areas where other than authorized employees may have access after-hours. If FTI is in a locked room, but not in a locked security container, the guard, janitor, or landlord may have a key to the building but not the room. 12/31/2020 - Main Office : Keyed and locked building front and exterior door(remains unlocked during business hours) ; double keyed and locked building rear exterior door (remains locked at all times); keypad entrance into our Agency lobby (remains unlocked during business hours) ; keypad entry into our working areas-offices)(three of these) (remains locked at all times).	Compliant
B18	Are back-up files, containing FTI, stored off-site?	No	Compliant
B19	Does your county have any satellite or hub offices not related to a consortium?	No	Compliant
B19(a)	If yes, how many are there and where are they located?		Compliant
B19(b)	Do your satellite office(s) maintain the same security policies, pertaining to IRS Publication 1075, as your main office?	N/A	Compliant
B19(c)	What are the two barriers that protect FTI at your satellite office(s)?	N/A	Compliant
B20	Does your office transport FTI outside your agency, via mail or courier?	No	Compliant
B20(a)	If yes, please describe how your office safeguards paper containing FTI in transit.	N/A	Compliant

Section C: Restricting Access (Publication 1075, Section 5.0) IRC 6103 (p)(4)(C)

Objective: To determine whether access to FTI is adequately controlled and restricted.

Question	County/DHS Response	Risk Rating
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C1	Are child support professionals in your agency aware the following PRISM screens may contain FTI: ARDC, ARDE, COIR, CPLA, CUSL, FEIR, FPLS, NCLA, PAAD, PAAR, PALC, PALI, PAPL, PCPL, POPA, PUSL, REDB, REDL, SDSU, SUCA, SUCO, SUCW, SULI, SUPA, SUSC, UNPD, UNPL and UUPL?	Yes	Compliant
C2	Are economic assistance professionals in your agency aware the following MAXIS screens may contain FTI: BEER, IDLA, IDLB, IEVS, IULA, IULB, and UNVI?	Yes	Compliant
C3	Are workers copying or documenting FTI information in MAXIS CASE/NOTE or PRISM CAAD or PAML?	No	Compliant
C4	Are PRISM payment histories printed from PAPL, PALC and/or PALI?	Yes for PAPL	Compliant
C4(a)	If yes, are PRISM payment histories only printed using the F9 print option? Or are they sometimes printed using the print screen, or F6 on the PALC screen, option?	Child Support uses the F9 print option only .	Compliant
C5	Is FTI kept separate or is it co-mingled with other information?	no FTI information is printed or retained.	Compliant
C6	How is access to FTI via PRISM or MAXIS, limited to authorized personnel?	Only those staff that have a business need to know the appropriate computer system access (PRISM, MAXIS).	Compliant
C7	Is FTI accessed by, or re-disclosed to, personnel outside of the child support or economic assistance agency (e.g., contractors, sheriff's office staff, fraud investigators, child protection workers or foster care workers)?	No	Compliant
C7(a)	If yes, list personnel/offices and provide justification.	N/A	Compliant
C8	Is FTI transmitted via email?	No	Compliant
C8(a)	If yes, how is the FTI protected?	N/A	Compliant
C9	Is FTI transmitted via fax machine?	No	Compliant
C9(a)	If yes, how is the FTI protected?	N/A	Compliant

D. Other Safeguards (Publication 1075, Section 6.0) IRC 6103(p)(4)(D)

Objective: To ascertain education and awareness are provided to ensure the confidentiality of the FTI.

Question		County/DHS Response	Risk Rating
D1	Staff who access FTI and SSA information are required to annually take the Department of Human Service's privacy and security trainings. Do staff in your agency who access FTI take the required training courses?	Yes	Compliant
D2	Who is responsible for ensuring the trainings are complete (name and title)?	Each employee's Supervisor	Compliant
D3	How are course completions monitored for staff?	Each Employee's Supervisor monitors.	Compliant
D4	Are records of course completion maintained for five years?	Yes	Compliant
D5	Does the agency have policies and procedures established for reporting potential security breaches and instances of unauthorized access to FTI, Social Security Information or other private data to department?	Yes	Compliant
D5(a)	Which agency staff is designated to contact DHS EAESD to report a security incident (name, title, phone number and email address)?	Tammy Johnson, FAS tmjohnson@co.pennington.mn.us 218-681-2880, ext. 235	Compliant
D5(b)	Which agency staff is designated to contact DHS CSD to report a security incident (name, title, phone number and email address)?	Julie Sjostrand, Director jasjostrand@co.pennington.mn.us 218-681-2880, ext. 227	Compliant

Section E: Disposing Federal Taxpayer Information (Publication 1075, Section 8.0) IRC 6103(p)(4)(F)

Objective: To determine if FTI is disposed of properly.

Question		County/DHS Response	Risk Rating
E1	Is FTI in paper format, such as IEVS Notices, destroyed upon completion of use?	Yes	Compliant
E1(a)	If no, is FTI paper material logged and placed in a locked storage container?	N/A	Compliant
E1(b)	Is the used FTI paper co-mingled with other sensitive information in a locked storage container before being destroyed?	No	Compliant
E2	How is the FTI paper waste destroyed?	Cross Cut Shredder	Compliant

E3	Who performs the destruction of paper waste material (agency staff, contractor)?	Agency Staff	Compliant
E4	Who in your agency witnesses the destruction of the FTI (name and title)?	Tammy Johnson, FAS	Compliant
E5	Please submit a copy of your 2019 FTI Destruction log with your completed responses.	We did not have nay FTI documents to destroy in 2019. 07/17/2020 - The destruction log should include IEVS Difference Notices that were returned by the post office. Were any IEVS Difference Notices returned to your agency via US Postal Mail? 12/31/2020 - None.	Compliant

Section F: Computer System Security (Publication 1075, Section 9.0)

Objective: To determine if computer security requirements are met to adequately protect FTI.

Question		County/DHS Response	Risk Rating
F1	Does the agency allow workers accessing FTI to telecommute?	Main Office: yes Child Support: Yes	Compliant
F1(a)	If yes, do workers use a computer owned by your agency, or do they use a personally owned computing device?	Computer is owned by our agency	Compliant
F1(b)	Does the agency conduct periodic inspections of telework sites during the year? If yes, who conducts the inspection (name and title)?	We just started Telecommute with COVID. We are currently in the process of writing a Telecommute Policy which does inspect the employee's worksite.	Compliant
F2	Who is responsible for configuring your agency computers that receive, process, store, or transmit FTI (name, title, phone number and email address)?	RediTech IT Company Info@reditech.com	Compliant
F3	Does your agency do a manual comparison of the SCSEM provided by the IRS Office of Safeguards or does your agency do an automated scan via the NESSUS scanning tool, to ensure that county-owned computers, used to receive, process, store, or transmit FTI are configured to meet the IRS Office of Safeguards configuration requirements; if yes, which tool do you use?	Yes, 07/17/2020 - Which tool is used? 12/31/2020 - No, not at this time. RediTech is working on this process. 12/31/2020 - Please provide the name of the tool RediTech chooses to use. 04/01/2021 - RediTech is now using NESSUS scanning tool.	Compliant
F3(a)	If no, how does your agency ensure it meets the configuration requirements?	N/A	Compliant

F4	How often do you review the baseline configurations for agency computers used to receive process, store or transmit FTI?	When a new employee is given this type of access and a new computer is set up for use in this manner. 07/17/2020 - Configurations must be reviewed at a minimum annually. Configurations must also be reviewed when required to do system upgrades, patches or other significant changes; and as an integral part of information system component installations and upgrades. Please change your policy and provide the effective date of the change. 12/31/2020 - Per RediTech, configurations, patches and upgrades are done weekly.	Compliant
F5	If audited by the IRS Office of Safeguards, could your agency provide proof that the baseline configuration requirements are being met?	Yes. 07/17/2020 - Please confirm or correct this response after speaking with RediTech IT Company, the company responsible for configuring your agency computers that receive, process, store, or transmit FTI. 12/31/2020 - Not at this time. RediTech is working on compliance with this policy. 12/31/2020 - Agencies must establish and document configuration settings for IT products that receive, process, store, or transmit FTI using Office of Safeguards–approved compliance requirements (e.g., SCSEMs, assessment tools) that reflect the most restrictive mode consistent with operational requirements. (See Publication 1075, Section 9.3.5.6 Configuration Settings). DHS will contact your agency periodically, for status updates on your progress toward compliance. 05/13/2021 - Meeting with RediTech and County. RediTech is working on scan. 06/01/2021 - RediTech is going to install Nessus and Pennington County HS will be in compliance. 07/02/2021 - Please continue to provide DHS status updates on your progress toward compliance. 11/23/2021 - Per email from Julie Sjostrand: Redi Tech, Pennington County Human Services IT, has confirmed that we, Pennington County Human Services is in compliance. Redi Tech confirms if audited by the IRS Office of Safeguards, Pennington County Human Services could provide proof that the baseline configuration requirements are met	Compliant

F5(a)	If no, does your agency have a plan to become compliant? What is your plan and when do you plan to be in compliance?	N/A. 07/17/2020 - Please confirm or correct this response after speaking with RediTech IT Company, the company responsible for configuring your agency computers that receive, process, store, or transmit FTI. 12/31/2020 - RediTech will review and plans to comply with this policy. 12/31/2020 - When does RediTech plan to have your computers in compliance? 04/01/2021 - 2/11/2020, per RediTech computers are in compliance. 05/13/2021 - Meeting with RediTech and County. RediTech is working on scan.	Compliant
F5(a)(i)	If your agency does not plan on becoming in compliance with the IRS requirements, how would your agency defend its configuration?	N/A	Compliant
Certification: By providing the following information, I acknowledge that I reviewed the responses laid out here in the Internal Inspection Report as part of the IRS Safeguards Internal Inspections requirement.			
	County IT Director, Name, email, phone number and date.		
	County Director: Name, email, phone number, and date.	Julie Sjostrand, Director 218-681-2880, ext. 227 jasjostrand@co.pennington.mn.us	