

Pennington County Human Service Committee

Meeting Agenda

December 17, 2024

12:00 pm

Members Present

_____ Bruce Lawrence _____ Dave Sorenson _____ Seth Nelson
_____ Neil Peterson _____ Roy Sourdif

Section A

- I. Minutes: Review of 11/19/2024 HSC Meeting minutes
- II. Personnel:
 - A. Update on MSHO/Elderly Wavier Social Worker
- IV. General:
 - A. CY 2025 Sanford Behavioral Health (Temporary Confinement/Community Based Services/Residential) Purchase of Service Agreements.
 - B. CY 2025 Rural Transportation Collaborative access transportation Service Contract with Tri-Valley Opportunity Council, Inc.
 - C. Out-of-Home Cost Report
 - D. Month's End Cash Balance
 - E. 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:

01/21/2025
12:00 pm

02/18/2025
12:00 pm

03/18/2025
12:00 pm

A regular meeting of the Pennington County Human Service Committee was held at 12:00 pm, November 19, 2024, at the Pennington County Justice Center.

COMMITTEE MEMBERS PRESENT:

Seth Nelson
Neil Peterson
Dave Sorenson
Bruce Lawrence
Roy Sourdif

STAFF MEMBERS PRESENT:

Julie Sjostrand, Director
Elizabeth Gerhart
Stacy Anderson
Tammy Johnson
Mitch Anderson

SECTION A

I. MINUTES:

The October 15, 2024, 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/Disability Position.
- B. Taylor Berberich, Social Worker, is scheduled to complete probation on November 27, 2024. Taylor is meeting position expectations and is successfully fulfilling job responsibilities. The Director recommends Ms. Berberich be granted permanent status upon completion of the 9-month period. Upon conclusion of the presentation a recommendation was made to forward this item to the Consent Agenda.

III. GENERAL:

- A. The CY 2025 MFIP/DWP Employment Services Joint Powers Agreement between this agency and the Minnesota Department of Employment and Economic Development was presented for consideration. Upon conclusion of the presentation a recommendation was made to forward this item to the Consent Agenda.
- B. The Director presented a final reading and approval of the Pennington County Human Services Time Reporting and Targeted Case Management Standards Procedures & Policy. Upon conclusion of the presentation a recommendation was made to forward this item to the Consent Agenda.
- C. The Director presented a Pennington County Board Resolution to Support Clay County Psychiatric Residential Treatment Facility. Upon conclusion of the presentation a recommendation was made to forward this item to the Consent Agenda.

- D. The CY 2025 AC/SWS Support Services Agreement between Pennington County and TriMin System, INC., to provide Professional Services for maintenance of our systems (ACS and SWS) was presented for consideration. Upon conclusion of the presentation a recommendation was made to forward this item to the Consent Agenda.
- E. The Out-of-Home Cost Report through October 2024 was presented for Review.
- F. The month's end cash balance October 2024 stands at \$ 4,253,349.62.

SECTION B

- I. No Social Service cases were presented for special case review.
- II. The Director presented the Emergency Assistance/Emergency General Assistance October 2024 report of activity. She reported the Income Maintenance open case count stands at 1985.
- 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 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 17, 2024, at 12:00 p.m.

**Pennington County Human Services
Income Maintenance Unit
2024 Active Cases by Program**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Cash												
MFIP	33	31	29	29	32	33	41	39	31	29	29	
DWP	2	3	2	2	2	2	0	2	3	3	3	
GA	52	52	52	52	47	48	52	49	49	52	48	
GRH	50	50	50	51	48	47	45	45	49	52	49	
MSA	48	51	50	49	49	47	48	46	47	48	49	
EA	3	1	1	0	0	0	2	0	3	1	0	
EGA	0	0	0	1	1	0	1	1	0	1	1	
TOTAL	188	188	184	184	179	177	189	182	182	186	179	0

Food												
SNAP	562	555	539	547	536	546	556	571	576	577	594	
TOTAL	562	555	539	547	536	546	556	571	576	577	594	0

Health Care												
MA (MAXIS)	522	518	509	502	496	490	494	492	480	481	475	
IMD	2	2	1	1	1	1	1	1	1	1	1	
QMB	244	243	245	249	248	245	246	252	249	249	251	
SLMB	60	61	55	52	52	46	53	48	49	52	53	
QI-1	24	24	25	25	25	26	24	25	22	22	22	
MA (METS/MNsure)	1076	1000	963	952	951	941	968	983	976	979	977	
MCRE (METS)	77	68	73	68	68	62	60	52	58	62	66	
TOTAL	2,005	1,916	1,871	1,849	1,841	1,811	1,846	1,853	1,835	1,846	1,845	0

Total Active Programs												
	2,755	2,659	2,594	2,580	2,556	2,534	2,591	2,606	2,593	2,609	2,618	0

Total Active Cases												
	2,082	2,007	1,958	1,946	1,930	1,929	1,967	1,985	1,974	1,985	2,003	0

**Pennington County Human Services
Income Maintenance Unit
Active Cases by Program
Nov-24**

Cash	# Cases	## in HH	# Adults	# Children	
MFIP	29	54	20	34	Minnesota Family Investment Program
DWP	3	6	3	3	Diversionary Work Program
GA	48	48	48	0	General Assistance
GRH	49	49	49	0	Group Residential Housing
MSA	49	49	49	0	Minnesota Supplement Aid
EA	0	0	0	0	Emergency Assistance
EGA	1	1	1	0	Emergency General Assistance
TOTAL	179	207	170	37	

Food					
SNAP	594	,110	689	421	Supplemental Nutrition Assistance Program
TOTAL	594				

Health Care					
MA (MAXIS)	475	484	417	67	Medical Assistance
IMD	1	1	1	0	Institute for Mental Disease
QMB	251	252	252	0	Qualified Medicare Beneficiary (Medicare Savings Program)
SLMB	53	55	55	0	Service Limited Medicare Beneficiary (Medicare Savings Program)
QI-1	22	24	24	0	QI-1 (Medicare Savings Program)
MA (METS/MNsure)	977				Medical Assistance (a: 11/5/2024
MCRE (METS)	66				MinnesotaCare (as of 11/5/2024
TOTAL	1,845	816	749	67	

TOTAL ACTIVE PROGRAMS:	2,618
TOTAL ACTIVE CASES:	2,003

Pennington County Human Services
 Out Of Home Placement Costs
 Year Ending December 31, 2024 & 2023

SS

SS

	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	YTD	YTD 2023	Change
Expense															
Foster Care	14,509.12	15,695.88	11,208.21	11,012.25	9,771.75	10,842.54	10,414.56	8,870.93	6,442.67	3,038.40	4,536.83	-	106,343.14	183,236.21	-42.0%
Rule 4	-	1,103.60	2,064.80	-	1,560.90	2,885.30	-	1,419.00	476.00	-	-	-	9,509.60	74,577.66	-87.2%
Rule 8	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Rule 5	-	-	-	-	-	6,185.14	8,650.50	22,779.65	17,877.70	17,699.50	-	-	73,192.49	-	-
Corrections	48,314.86	46,385.58	65,215.38	77,092.30	49,283.30	56,604.85	46,683.94	39,800.31	21,351.59	32,687.27	38,341.58	-	521,760.96	473,811.27	10.1%
Adoption Aid	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Totals	62,823.98	63,185.06	78,488.39	88,104.55	60,615.95	76,517.83	65,749.00	72,869.89	46,147.96	53,425.17	42,878.41	-	710,806.19	731,625.14	-2.8%
Revenue															
Reimburse	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
MH Recovery	5,579.46	-	5,579.46	6,509.37	5,579.46	5,579.46	13,018.74	6,509.37	6,044.41	1,538.08	2,234.67	-	58,172.48	80,244.34	-27.5%
4E Recovery	-	13,306.00	-	-	5,838.00	-	-	7,360.00	-	-	-	-	26,504.00	98,592.00	-73.1%
NFC Settlement	-	-	5,739.00	-	-	-	-	-	-	-	-	-	5,739.00	1,822.00	215.0%
Totals	5,579.46	13,306.00	11,318.46	6,509.37	11,417.46	5,579.46	13,018.74	13,869.37	6,044.41	1,538.08	2,234.67	-	90,415.48	180,658.34	-50.0%
Net Expense	57,244.52	49,879.06	67,169.93	81,595.18	49,198.49	70,938.37	52,730.26	59,000.52	40,103.55	51,887.09	40,643.74	-	620,390.71	550,966.80	12.60%

2023 Totals 25,994.07 (34,836.53) 87,325.57 63,931.67 63,910.59 40,026.36 70,206.95 71,845.65 58,412.48 71,558.12 32,591.87 26,752.20

YTD Change 31,250.45 115,966.04 95,810.40 113,473.91 98,761.81 129,673.82 112,197.13 99,352.00 81,043.07 61,372.04 69,423.91 42,671.71

	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	YTD
Expense													
Foster Care	9,815.41	13,575.14	15,388.17	18,997.49	21,237.43	12,989.22	11,483.69	28,148.31	22,372.08	18,795.19	10,434.08	9,662.59	192,898.80
Rule 4	1,271.00	4,743.00	7,162.00	10,793.00	7,338.00	6,479.00	7,576.46	11,316.00	9,957.20	6,270.00	1,672.00	3,239.60	77,817.26
Rule 8	-	-	-	-	-	-	-	-	-	-	-	-	-
Rule 5	-	-	-	-	-	-	-	-	-	-	-	-	-
Corrections	30,824.97	-	71,976.09	39,335.23	42,180.16	35,769.29	59,297.51	59,630.53	33,170.77	53,191.93	48,434.79	29,162.00	502,973.27
Adoption Aid	-	-	-	-	-	-	-	-	-	-	-	-	-
Totals	41,911.38	18,318.14	94,526.26	69,125.72	70,755.59	55,237.51	78,357.66	99,094.84	65,500.05	78,257.12	60,540.87	42,064.19	773,689.33
Revenue													
Reimburse	-	-	-	-	-	-	-	-	-	-	-	-	-
MH Recovery	15,917.31	8,060.67	7,200.69	5,194.05	-	15,211.15	8,150.71	6,733.19	7,087.57	6,699.00	(10.00)	15,311.99	95,556.33
4E Recovery	-	45,094.00	-	-	6,845.00	-	-	18,694.00	-	-	27,959.00	-	98,592.00
NFC Settlement	-	-	-	-	-	-	-	1,822.00	-	-	-	-	1,822.00
Totals	15,917.31	53,154.67	7,200.69	5,194.05	6,845.00	15,211.15	8,150.71	27,249.19	7,087.57	6,699.00	27,949.00	15,311.99	195,970.33
Net Expense	25,994.07	(34,836.53)	87,325.57	63,931.67	63,910.59	40,026.36	70,206.95	71,845.65	58,412.48	71,558.12	32,591.87	26,752.20	577,719.00

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
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84.88
1109.4
1273.2
358.53
259.02
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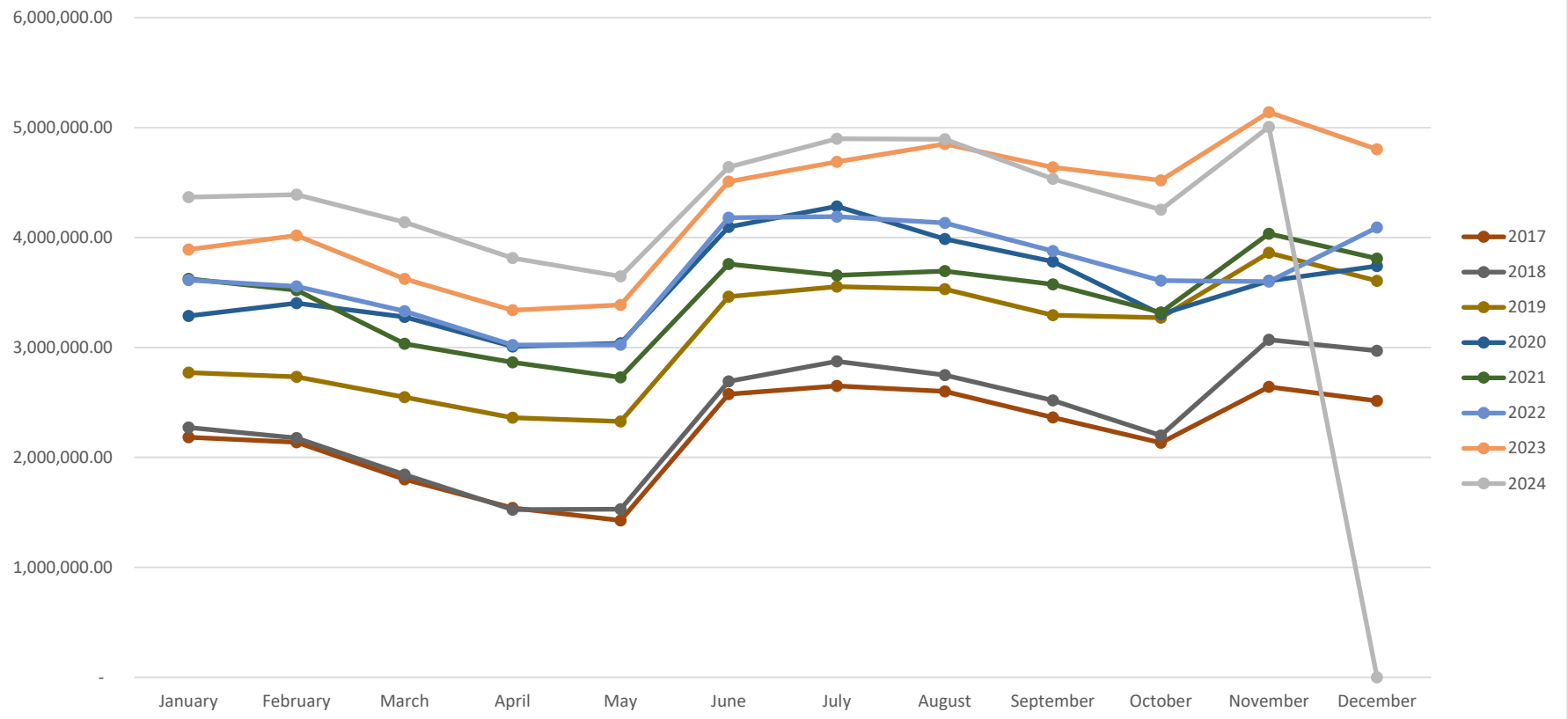
Human Service's Month End Balance

	2017	2018	2019	2020	2021	2022	2023	2024	% of Budget
January	2,182,630.66	2,271,729.26	2,772,063.80	3,288,028.76	3,624,301.56	3,612,634.01	3,892,137.92	4,368,802.80	79.15%
February	2,138,616.83	2,176,762.19	2,732,919.27	3,403,266.76	3,521,041.97	3,555,431.44	4,019,670.50	4,391,391.39	79.56%
March	1,800,227.71	1,844,672.30	2,547,429.81	3,277,046.86	3,033,593.35	3,329,525.51	3,624,644.30	4,140,708.64	75.01%
April	1,539,707.40	1,525,256.03	2,361,226.50	3,009,330.45	2,865,586.09	3,022,501.53	3,338,694.34	3,814,053.11	69.10%
May	1,426,858.37	1,528,544.15	2,327,158.79	3,038,957.98	2,728,273.46	3,023,675.98	3,386,550.78	3,646,747.76	66.07%
June	2,576,374.42	2,692,513.93	3,462,928.17	4,095,797.92	3,759,448.23	4,180,077.80	4,510,080.21	4,640,679.57	84.07%
July	2,650,496.79	2,874,408.12	3,554,336.75	4,284,273.43	3,656,785.80	4,190,786.57	4,690,147.87	4,898,652.24	88.74%
August	2,600,332.14	2,749,859.99	3,531,954.80	3,987,655.57	3,694,899.51	4,132,301.59	4,850,104.65	4,894,959.57	88.68%
September	2,362,913.96	2,518,750.84	3,294,188.08	3,781,078.10	3,573,442.34	3,878,451.23	4,637,867.07	4,535,101.45	82.16%
October	2,133,041.74	2,198,557.64	3,270,530.55	3,301,898.06	3,318,688.76	3,609,060.10	4,520,293.45	4,253,349.62	77.05%
November	2,642,643.71	3,070,756.97	3,860,836.73	3,606,171.73	4,035,310.35	3,599,570.32	5,140,626.01	5,006,519.16	90.70%
December	2,513,770.14	2,970,003.64	3,606,171.73	3,741,217.85	3,808,445.10	4,092,234.23	4,802,666.26	0.00	0.00%

Expense Budget 5,519,935.00

*****Fund balance should be at 42% of Annual Expenditures.

Human Services Cash Balance 2017-2024





Whole-of-State Service Agreement and Work Order Contract

State of Minnesota

Executive Summary

Minnesota IT Services (MNIT), in partnership with the Minnesota Cybersecurity Task Force, launched the Whole-of-State Cybersecurity Plan in 2023 to strengthen local government cyber defenses. The whole-of-state approach presents a strong, united front against cyber threats, and bolsters cybersecurity across Minnesota.

The Cybersecurity Task Force established four goals to advance the Whole-of-State Plan: Mature cyber capabilities throughout the state; collaborate and share information throughout the state; increase participation in programs and services known to work; and strengthen the cyber-resiliency of critical infrastructure. These goals are designed to provide a solid foundation for a long-term, sustainable cybersecurity system that builds on results and moves with the times.

MNIT is creating a framework built on collaboration and inclusion to provide the tools, resources, and information eligible entities need to help secure the data that Minnesotans have entrusted to their organization.

Under the whole-of-state approach, the Statewide Security Monitoring Initiative (SSMI) and the State and Local Cybersecurity Program (SLCGP) use funding to create a layered approach to security. This helps protect Minnesotans by advancing stronger, sustainable cybersecurity tools and processes that leverage best practices, build on past successes, meet every organization where they are, educate, and freely share information.

Work Order Contract

This Work Order Contract is between the State of Minnesota, acting through its commissioner of Minnesota IT Services (“State”) and [Pennington County](#) (“Governmental Unit”), whose designated business address is [PO Box 616, 101 Main Avenue North, Thief River Falls, MN 56701](#). “Governmental Unit” includes any agents, employees, or third-party service providers working on behalf of the Governmental Unit.

The Statewide Security Monitoring Initiative (SSMI) is a program devoted to protecting the data of all Minnesotans by partnering with participating county governments, port cities, and Tribal Nations to ultimately fortify the cybersecurity of the entire state of Minnesota. Governmental Unit is requesting State to provide certain security services through its SSMI program as identified in this Work Order Contract.

The State and Local Cybersecurity Grant Program (SLCGP) is a program devoted to protecting the technology, data, and systems that make our government and schools run is one of our highest priorities and aims to make sure that our state, county, municipal, and tribal government, education, public health, critical infrastructure, and peacekeepers have all the cybersecurity tools and resources they need.

Contract

1. Term of Work Order

1.1 Effective date. This Work Order is effective on the date State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2. State will not begin work under this contract until this contract is fully executed and State has been notified by Governmental Unit’s Authorized Representative to begin work.

1.2 Expiration date. This Work Order is effective through February 2, 2026.

2. Service Selection and Authorization

Upon execution of this Work Order, State will provide the services selected by Governmental Unit in Table 1. Some services are performed only by State (“First-Party Services”). Some services include work performed or tools provided by third parties, either in conjunction with or independent of State’s provision of services (“Third-Party Services”). For more information visit <https://mn.gov/mnit/about-mnit/security/wos/>.


SELECTION(S)	SERVICE OFFERING	DESCRIPTION OF SERVICE OFFERING
	1 – External Vulnerability Scans	<p>The Minnesota IT Services (MNIT) Threat and Vulnerability Management Unit (TVMU) provides external vulnerability Management service. MNIT provides a comprehensive vulnerability scanning service that utilizes sophisticated and automated vulnerability scanning and attack surface management technology. MNIT continuously monitors scan results, assesses critical and high-risk vulnerabilities, and communicates actionable information to the participating entity.</p> <p>More information available here: https://mn.gov/mnit/about-mnit/security/wos/</p>
	2 – Internal Vulnerability Scans	<p>The MNIT Threat and Vulnerability Management Unit (TVMU) provides internal vulnerability management service to SSMI eligible entities. TVMU provides a comprehensive vulnerability scanning tool that utilizes sophisticated enterprise class scanning technology to conduct in-depth vulnerability and configuration compliance scanning using credentials/agents' technology. The TVMU team conduct regular briefing meetings with participating organizations to discuss scan findings and remediation.</p> <p>More information available here: https://mn.gov/mnit/about-mnit/security/wos/</p>
	3 – MDR	<p>The Managed Detection and Response (MDR) program is provided at a reduced cost to Minnesota counties, cities, townships, public K12s, Tribal entities, and other partner organizations.</p> <p>More information available here: https://mn.gov/mnit/about-mnit/security/wos/</p> <p>Minimum two-term commitment is required. This includes the remainder of the year the entity signs the contract and the following calendar year.</p> <p>Billing is done quarterly based on month-to-month license usage. Contact the CN team for more information on billing.</p>

Table 1

Governmental unit understands that State is subsidizing some or all of these services through a combination of State Homeland Security Grant Program (SHSP) and State and Local Grant Program (SLCGP) funds allocated to Minnesota. This funding includes:

- State and Local Cybersecurity Grant Program for Federal Fiscal Year (FFY) 2023, Funding Opportunity **DHS-23-137-000-01**, as authorized by Section 2220A of Homeland Security Act of 2002, as amended (Pub. L. No. 107-296) (6 U.S.C. § 665g) in the amount of \$7,270,657.

- State Homeland Security Grant Program (SHSP) for FFY 2023, Funding Opportunity (**DHS-23-GPD-067-00-01**) as authorized by Section 2002 of the Homeland Security Act of 2002 (Pub. L. No. 107-296, as amended) (6U.S.C. § 603) in the amount of \$1,921,625.
- Minnesota State and Local Cybersecurity Grant Program has a State Match requirement for FFY23 in the amount of \$1,817,664 (see [Laws of Minnesota 2023, chapter 62, article 1, section 10](#)).

Governmental unit consents and accepts these services in lieu of direct allocation of funds from these grant programs. For more information on these programs, please refer to <https://mn.gov/mnit/about-mnit/security/wos/>.

Governmental Unit understands and agrees State's provision of services under this Work Order do not include remediation of any security issues identified during State's provision of services.

Governmental Unit understands and agrees that some selected Third-Party Services may require a minimum term commitment ("Minimum Commitment") from Governmental Unit, as identified in Table 1. Governmental Unit agrees to pay for the services with a Minimum Commitment selected for the duration of the Minimum Commitment.

3. Representations and Warranties

3.1 Under Minnesota Statutes Ch. 16E, State is empowered to create and maintain state cyber security systems and ensure overall security of the state's information and technology systems and services; promote cooperation and collaboration among state and local governments in developing intergovernmental information and telecommunications technology systems and services; and enter into contracts with agencies of the federal government, local governmental units, the University of Minnesota and other educational institutions, and private persons and other nongovernmental organizations as necessary to perform its statutory duties.

3.2 Governmental Unit represents and warrants that it possesses the legal authority to enter into this Work Order and that it has taken all actions required by its procedures, by-laws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Work Order, or any part thereof, and to bind Governmental Unit to its terms.

4. Consideration and Payment

All service costs and billing considerations are available on <https://mn.gov/mnit/about-mnit/security/wos/> or by contacting the CN team.

5. Authorized Representatives

State's Authorized Representative, their delegate, or successor in office is required to sign this Work Order.

6. Third Party Terms

Governmental Unit acknowledges it has reviewed the terms of the agreements State has with its third-party contractors used to provide the services selected by Governmental Unit under this Work Order, which are available at <https://mn.gov/mnit/about-mnit/security/wos/>, as updated. ("Third-Party Terms"). Governmental Unit agrees to comply with the Third-Party Terms to the extent those terms apply to the services ordered and received by Governmental Unit under this Work Order.

7. Assignment, Amendments, Waiver, and Contract Complete.

7.1 Assignment. Neither Party may assign nor transfer any rights or obligations under this Agreement without the prior consent of the other Party and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

7.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

7.3 Waiver. If either Party fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

7.4 Contract Complete. This Work Order, including as applicable Third-Party Waivers, Master Control Agreements, and Third-Party Terms incorporated by reference, contains all negotiations and agreements between State and Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8. Liability.

8.1 Each party will be responsible for its own acts and behavior and the results thereof.

8.2 Nothing within this Agreement, whether express or implied, shall be deemed to create an obligation on the part of State to indemnify, defend, hold harmless or release Governmental Unit. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

9. State Audits.

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

10. Government Data Practices.

Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either Governmental Unit or State.

If the Governmental Unit receives a request to release the data referred to in this clause, Governmental Unit must promptly notify and consult with State's Authorized Representative as to how the Governmental Unit should respond to the request. Governmental Unit's response to the request shall comply with applicable law.

11. Governing Law, Jurisdiction, and Venue.

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

12. Termination

State or Governmental Unit may terminate this Work Order at any time, with or without cause, upon 60 days written notice to the other Party. For Third-Party Services with a Minimum Commitment, Governmental Unit understands and agrees that termination will terminate provision of services, but Governmental Unit will remain obligated to the amounts owed for the Minimum Commitment. This Work Order will terminate automatically upon execution between State and Governmental Unit of a subsequent Work Order covering the same or additional service selections.

13. Renewal

Governmental Unit shall notify State of its desire to enter into a new Work Order for further provision of services within 60 days of the expiration date of this Work Order.

1. Governmental Unit

The Governmental Unit certifies that the appropriate person has executed the Work Order Contract on behalf of the Governmental Unit as required by applicable laws, articles, bylaws, resolutions, or ordinances.

Print Name: Julie Sjostrand

Signature: _____

Title: Director

Date: _____

2. State Agency

With delegated authority

Print Name: John Israel _____

Signature: _____

Title: MNIT CISO Date: _____

3. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: _____

Signature: _____

Title: _____ Date: _____

Admin ID: _____



Liability Release, Waiver, and Agreement for Application Security Assessment

In exchange for Minnesota IT Services (“MNIT”) providing endpoint detection and response platform using CrowdStrike (“Scanning”), Governmental Unit represents that:

The Governmental Unit UNDERSTANDS THE NATURE OF THE SCANNING, and that MNIT will be deploying automated and/or manual endpoint detection tools to assist the Governmental Unit in detecting, hunting, and responding to cyber threats, risks, and vulnerabilities within the agency’s/Governmental Unit’s data environment. The Governmental Unit acknowledges that after MNIT’s deployment of the tools, MNIT with assistance from the Governmental Unit Security Team will access the sites/resources provided by the Governmental Unit through automated and/or manual processes to review threats provided by the tool. During the assessment, MNIT along with the Governmental Unit Security Team may access protected content within the specific systems in scope for this assessment. The Governmental Unit understands that MNIT is only providing the security assessment and it is the responsibility of the Governmental Unit to carry out the investigation for and remediation of vulnerabilities identified within the Governmental Unit’s data environment. Should The Governmental Unit request additional assistance, MNIT is also able to assist with the assessment of the scanning results and advising on the impact that the vulnerabilities may have on the system. Further, the Governmental Unit acknowledges that the use of MNIT’s CrowdStrike tool involves a risk to the Governmental Unit’s IT equipment and could also cause an impact to the Governmental Unit services, though the likelihood of being impacted is remote. Finally, the Governmental Unit is aware that certain Scanning services could potentially damage software, applications, and/or data installed on its IT equipment. This is to be expected and may require the re-installation of the Governmental Unit’s operating system, applications, programs, and data. The likelihood of potential damage from using Scanning services is remote.

The Governmental Unit UNDERSTANDS THE POTENTIAL LOSS OF DATA due to the scanning process in the detection of malware infections; data may get damaged, deleted, or at worst a data incident may occur. MNIT must inform the Governmental Unit of this possibility in using MNIT’s tool. The Governmental Unit understands that MNIT will not accept liability for any loss of data as a result of the Governmental Unit’s use or misuse of MNIT’s tool. The Governmental Unit is responsible for backing up its own data.

The Governmental Unit UNDERSTANDS MNIT’S PRIVACY OBLIGATION, and that MNIT will not browse through the Governmental Unit data while assisting in the deployment of the Scanning tools or assessment of the results. However, as part of its incident response investigation, MNIT may be engaging in analysis of the data stored within the Governmental Unit’s data environment that would require MNIT to review, examine, study, or separate the data. The Governmental Unit acknowledges its responsibility to protect any personal or private information. Additionally, MNIT may be required to report illegal content such as images or videos to law enforcement agencies, if discovered.

The Governmental Unit FULLY ACCEPTS AND ASSUMES ALL SUCH RISKS AND ALL RESPONSIBILITY for losses, costs, and damages the Governmental Unit incurs as a result of the Governmental Unit’s participation and use, and the Governmental Unit’s potential misuse of MNIT’s tool.

The Governmental Unit HEREBY RELEASES AND DISCHARGES MNIT, the deployer of the scanning tools and the entity performing the security assessment, from all liability, claims, demands, losses, or damages that the Governmental Unit suffers which are caused or alleged to be caused in whole or in part by the Governmental Unit’s use of MNIT’s tool and the requested security assessment.

MY SIGNATURE BELOW CONFIRMS I HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS

Julie Sjostrand

Name of Governmental Unit Representative

Signature of Governmental Unit Representative

Date

PURCHASE OF SERVICES AGREEMENT

THIS AGREEMENT is made for the period January 1, 2025, to December 31, 2025, 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 245I) 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 245I) 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 245I 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 or Fidelity Insurance – Sanford shall obtain and maintain at all times during the term of this Agreement, a fidelity bond or insurance covering the activity of its personnel authorized to receive or distribute monies. Such bond or insurance 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 IIII; 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 related to the Services provided under this Agreement 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 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.
- 2.17.7 This Agreement is for the provision of services to all eligible individuals as determined by the Agency. Such eligible individuals include those with low income who do not qualify for Medicare or Medicaid programs.

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.

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, 2025, to December 31, 2025, 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 and 2451.02, subdivision 33.

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, 2025 – December 31, 2025 \$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 or Fidelity Insurance – Sanford shall obtain and maintain at all times during the term of this Agreement, a fidelity bond or insurance covering the activity of its personnel authorized to receive or distribute monies. Such bond or insurance 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 related to the Services provided under this Agreement at reasonable hours and upon reasonable notice to exercise their responsibility to monitor purchased Services.
 - 3.14.2 Maintain all records pertaining to this Agreement (program and fiscal) for four years for audit purposes.
 - 3.14.3 Comply with policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, as defined in the Department of Human Services Social Services Manual, and the administrative rules of the State agency.
 - 3.14.4 Make the results of any audits conducted by Sanford, insofar as they pertain to Services covered by this Agreement, available to the Agency at the latter’s request.
- 3.15 Conditions for termination
- 3.15.1 Medicare and Medicaid eligibility – Sanford certifies as of the execution of this Agreement and continuing through the term of this Agreement, that neither it, its member, nor employed physicians providing Services under this Agreement, have been excluded from participation in any federal or state

Medicare, Medicaid, or other third party payor program, nor is any such action pending. Sanford shall notify Agency as soon as reasonably possible if such action is threatened or proposed. If at any time Sanford, its member or employed physicians 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.
- 2.17.7 This Agreement is for the provision of services to all eligible individuals as determined by the Agency. Such eligible individuals include those with low income who do not qualify for Medicare or Medicaid programs.

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.

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, 2025, to December 31, 2025, 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.051 and 253B.07 as enacted as of the signing of this Agreement. Agency and Sanford agree that MS 253B.045 subd. 2a and MS 256G.08 are interpreted to mean that the County of Financial 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 Financial Responsibility.
- 1.2 Agency agrees to the following rates for all stays covered under the above statutes.
 - 1.2.1 01/01/2025 – 12/31/2025 \$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 Financial 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 Financial Responsibility's payment obligation in this situation is dependent upon the type of care on the medical/surgical floor deemed medically necessary.

1.4.1 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 Financial 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 Financial Responsibility at the daily rates defined above.

1.4.2 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 Financial 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: _____

Contract for RTC (Rural Transportation Collaborative)

Volunteer Driver Services

Contract Dates: **January 2025 to December 2025**

Name of Organization: Pennington County Social Services

Contact Person(s):

Contact Person Phone Number(s):

Billing Address: Pennington County Social Services

PO Box 340

Thief River Falls, MN 56701

Terms and Conditions

Tri-Valley Rural Transportation Collaborative (RTC) is a provider of mileage-based volunteer transportation services. The purpose of this contract is to define the rights and obligations of the parties involved. The provisions in this contract establish the necessary and required minimum standards that the parties to this contract shall follow.

NOW, THEREFORE, it is agreed:

- I. **TERM OF CONTRACT.** This contract shall be effective for the dates listed above.
 - a. If at any time Tri-Valley RTC or Pennington County Social Services is unhappy with the service, both parties will meet to see how the dissatisfaction can be handled.
 - b. RTC Clients will be picked up and dropped off at locations set forth by Pennington County and no additional pick-up or drop off locations will be provided for RTC Clients unless approved by Pennington County. Tri-Valley RTC will wait 15 minutes for passengers to be picked up before leaving pick-up location.
 - c. If RTC clients do not show for their scheduled ride(s), Pennington County will be charged for the no show mileage. Following a second no show, the RTC client will be sent the RTC No Show Policy. County Case worker will be notified as well. On the 3rd no show the rider will be suspended from services for 15 days.

- d. Pennington County will be responsible for setting up and paying for hotel rooms for drivers when overnight stays are required to complete the ride requested. The confirmation number will be listed on the referral for the driver.
- e. Pennington County caseworkers will give 48-hour notice of rides needed. If less than 48 hours the caseworker will call RTC to see if a driver is even available.
- f. Pennington County caseworkers will verify that all information is correct before sending a referral. This includes clients address, phone number, dob, appointment location name and address along with correct number of riders.
- g. Tri-Valley RTC has no control over weather conditions, if Tri-Valley RTC Program staff and/or volunteer driver feels the weather is becoming unsafe for travel, the RTC ride will be cancelled. Calls will be made to confirm cancellation of the scheduled ride(s).

II. **TRI-VALLEY RTC TRANSPORTATION OBLIGATIONS.** Tri-Valley RTC Transportation will provide transportation for Pennington County passengers as provided in the referral documentation.

III. **TERMS OF PAYMENT.** Payments shall be made by Pennington County within 30 calendar days after Tri-Valley Opportunity Council, Inc's presentation of invoices for services performed and acceptance of such services by Pennington County's authorized representative. See Attachment A for Payment Schedule.

IV. All services provided by Tri-Valley RTC Transportation pursuant to this contract shall be performed to the satisfaction of Pennington County, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations.

V. **AUTHORIZED REPRESENTATIVES.** All official notifications, including but not limited to, cancellation of this contract must be sent to the other party's authorized representative.

Pennington County's Authorized representative is:
Name: Pennington County Social Services Director
Address: PO Box 340, Thief River Falls, MN 56701
Email address:

Tri-Valley's Authorized representative is:
Name: Elizabeth Hensrud, Transit Program Director
Address: 1345 Fairfax Avenue, Crookston, MN 56716
Email address: Elizabeth.Hensrud@tvoc.org

RTC Program Contact is:
Name: Marcia Haglund, RTC Program Manager
Address: 1345 Fairfax Avenue, Crookston, MN 56716
Email address: Marcia@tvoc.org

- VI. **CANCELLATION AND TERMINATION.** This contract may be cancelled by Pennington County or Tri-Valley RTC Transportation at any time, with or without cause, upon sixty (60) days written notice. In the event of such a cancellation, Tri-Valley RTC Transportation shall be entitled to payment for services rendered.

- VII. **PUBLICITY.** Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Pennington County or its employees individually or jointly with others, or any subcontractors shall not be released prior to receiving the approval of Tri-Valley RTC Transportation's authorized representative.

- VIII. **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.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound there by.

APPROVED:

Tri-Valley Opportunity Council, INC.

By
RTC Program Manager
Date

Pennington County Social Services

By (authorized signature and printed name)
Title
Date

Attachment "A"

Tri-Valley Opportunity Council
102 N. Broadway Crookston, MN 56716

Effective 1-1-2025

**Access Service Common Carrier Transportation Rates for Medical Assistance (MA)
Clients (Non-Waiver) and County Funded Clients:**

Mode 2- NEMT taxi or equivalent, Curb to Curb (Unassisted Transportation)
Admin rate per leg \$13 and \$1.30 per loaded mile

Mode 3- NEMT taxi or equivalent, Curb to Curb (Unassisted Transportation)
DHS rates: \$12.10 base or equivalent to the DHS current base rate
DHS quarterly rate per loaded mile per quarterly reporting

Mode 4- NEMT Taxi or equivalent, Door to Door (Assisted Transportation)
DHS rates: \$14.30 base or equivalent to the DHS current base rate
DHS quarterly rate per loaded mile per quarterly reporting

A0100

Bus Transportation

See next paragraph

Bus service for local transportation within the cities of Crookston, Ada, Mahanomen, Red Lake Falls and Thief River Falls will be paid at \$2.00 per trip or \$4.00 per round trip for requested non-same day transportation. Requested same day transportation will be paid at \$3.00 per trip or \$5.00 per round trip. A trip cost of \$2.00 per trip will be paid for clients that schedule and fail to ride. Transportation available to other towns on the rural route days will be billed at the scheduled rural route rate.

Meals, parking fees and hotel costs will be reimbursed as reasonable costs of related travel expenses as defined in the DHS Health Care Access Services Biennial Plan.

All reimbursed transports that involve more than one client will be paid at admin rate or current base rate per mode for each person picked up. Mileage for trip will be split between each rider.

The rate for a no show will be at the current IRS rate of reimbursement for the miles driven or the in-town rate charge of \$8.00. This will depend on where the driver/ride is from.

Contractor agrees to administrate and coordinate authorized client access transportation through the most appropriate and cost-effective method of transportation available.

No payments for transportation will be made for services provided to Prepaid Medical Assistance Plan (PMAP) enrollees eligible for reimbursement through a Managed Care Organization or where any private pay, or other third-party reimbursement is available. Case workers need to verify the enrollee's eligible plan prior to sending the referral form to RTC.

