

## PURCHASE OF SERVICE AGREEMENT

The Le Sueur County Department of Human Services, hereafter referred to as the “Department”, and Paul J. Dietzman, M.S., Behavior Analyst, Independent Behavioral Consultant, 448 210th St. Trimont, MN 56176-1291, Phone: 507.380.2720 / fax: 507.639.3869 hereafter referred to as the “Contractor,” enter into this agreement for the period from 01-01-2021 to 12-31-2021.

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

### 1. Purchase of service

The Department agrees to purchase and the Contractor agrees to furnish, on behalf of the Department for such children as the Department names in writing the following “Consulting Services”:

*In-Home Behavior Analyst services which include:*

*Behavior Assessment and Intervention Planning [in-home/on-site observation and interview; interviews with other in-home staff or community support personnel (therapists, social workers, teachers, etc.); Functional Behavior Assessment (FBA); Behavioral Support Plan (BSP); Follow-Up];*

*General Consultation [Initial Home/On-Site Visit; Written Suggestions; Visit with Parents and Social Worker to Discuss Suggestions, Follow-Up];*

*Program Development [In-Home/On-Site Visit Including Caregiver Interview and Observations; Written Therapy Plan with Programmatic Ideas; Implementation and Data Collection Instructions Provided; Periodic Visits to Discuss/Revise Plan; Follow-Up];*

*Behavior Therapy: implementing a pre-existing therapy plan.*

*Notwithstanding anything herein to the contrary, the Department shall be responsible for (and Contractor will not provide as part of its services) obtaining all necessary consents from parents or adult children and providing all necessary notices to parents or adult children and maintaining a comprehensive file of all notices, consents, reports, plans, meeting minutes and other documentation required by applicable law. The Department agrees that, while the Contractor will be providing training and recommendations to the Department’s staff, the Contractor has no supervisory authority or responsibility and is not responsible for assuring the proper implementation of plans.*

### 2. Cost and Delivery of Purchased Services:

*The unit cost for providing the services shall be \$99.00 per hour which will include all time expended providing consulting services, including non-consulting activities necessary to providing consulting services (such as recordkeeping, research, and drafting), regardless of whether such services are provided at the child’s location or another location or by telephone or another form of communication (billed in 15-minute increments).*

- a) The contractor will have up to three months to complete the Behavioral Assessment and Intervention Plan and orient the parents/caregivers to the plan. The monthly average billable time for these services will be \$2,000 or less. At the end of the first quarter, the team will review the assessment and progress to decide whether the services are sufficient or if additional time and training are needed.*
- b) If the team agrees that additional time is needed, the Contractor may provide additional training, modification, and reinforcement of the intervention plan over the second quarter of*

*service. The monthly average billable time for these services will be \$1,000 or less. In most cases, near the end of the second quarter, it should be clear whether or not the family can/will learn and effectively implement the interventions in the plan. The team will discuss progress and assess the effectiveness of the family's implementation and make a recommendation for:*

- a. Discontinuation of the intervention if effective and no longer needed,*
  - b. Discontinuation of the intervention if it appears ineffective or the family is unwilling or unable to implement the plan.*
  - c. Continuation of services if there has been a behavioral improvement and family adherence to the plan, but behaviors are still not fully in check.*
- c) If the team decides to continue services into subsequent quarters, the monthly average billable time will be \$500 or less.*

*The Department shall also pay Contractor \$49.00 per hour trip charge for costs incurred during travel to Client's location (this charge is to cover the cost of travel only and is calculated by time rather than mileage to account for variability in travel conditions). The contractor shall not be entitled to mileage or other expenses or reimbursement of out-of-pocket expenses.*

### **3. Eligibility for Services:**

*The parties understand and agree that the eligibility of a child to receive Consulting Services shall be determined by the Department.*

*When the Department has determined that a child is no longer eligible to receive Consulting Services from the Contractor, the Department shall notify the Contractor in writing within 10 working days of this determination. The Contractor will be paid for all Consulting Services rendered before receipt of said written notice.*

### **4. Payment for Consulting Services:**

*The contractor shall submit itemized invoices within one working day following the last day of each calendar month, which shall be due and payable 30 days after the date of the invoice.*

### **5. Record Requirements:**

*The Contractor maintains and provides upon reasonable request such records as are reasonably required by the Department for program administration; however, the records maintained by the Contractor will not include the documents that the Department is required to keep according to section 1 of this agreement. The records typically required by the Department include:*

- a. Claim Vouchers*
- b. Case Notes/Narratives*
- c. Case Plans/Functional Assessments*

### **6. Safeguard of Client Information:**

*The use or disclosure by the Contractor of information concerning an eligible child in violation of any rule of confidentiality imposed by law or for any purpose not directly connected with the administration of the Department's or the Contractor's responsibilities concerning the Consulting Services hereunder is prohibited except on proper written consent of such eligible child, his/her attorney or his/her responsible parent or guardian. The Contractor and the Department each agree to abide by HIPPA Laws and Limited English Proficiency (LEP) guidelines.*

### **7. Fair Hearing and Grievance Procedures:**

*The Contractor agrees to abide by the fair hearing and grievance procedure established by the Department and Minnesota Statute.*

## 8. Bonding, Indemnity, and Insurance Clause:

- a. Bonding – No bond is required by the Contractor.
- b. Indemnity – The Contractor hereby agrees to indemnify, save and hold harmless the County and all of its agents and employees of and from any and all claims, demands, actions, or causes of action of whatsoever nature or character (collectively “Claims”) arising out of Contractor’s performance of this agreement. Further, the Contractor agrees to defend at its own sole cost and expense any action or proceeding commenced for the purpose of asserting said Claims. Likewise, the Department, on behalf of the County, hereby agrees to indemnify, save and hold harmless the Contractor and all of its agents and employees of and from any and all claims, demands, actions, or causes of action of whatsoever nature or character (collectively “Claims”) arising out of the Department’s performance of this agreement. Further, the Department, on behalf of the County, agrees to defend at its own sole cost and expense any action or proceeding commenced for the purpose of asserting said Claims.
- c. Insurance – The Contractor does further agree that, in order to protect itself as well as the Department under the indemnity agreement provision herein above set forth, it will, at all times during the term of this contract, have and keep in force a liability insurance policy in the amount of \$1 million per occurrence and \$3 million aggregate.

## 9. Conditions of the parties Obligations:

- a. It is understood and agreed that in the event reimbursement to the Department from State and Federal sources is not obtained and continued at an aggregate level sufficient, in the Department’s opinion, to allow for the purchase of Consulting Services, the obligations of each party hereunder shall thereupon be terminated, except that the Department shall pay for all Consulting Services rendered prior to receipt by Contractor of a written notice of said termination from The Department to the Contractor.
- b. This agreement may be canceled by either party at any time, with or without cause, upon 30 days notice, in writing, delivered by mail or in person. Misconduct by the Contractor shall be cause for immediate termination of the agreement, again subject to the Contractor being paid for Consulting Services rendered prior to receipt by the Contractor of the written notice of termination by the Department to the Contractor.
- c. Before the termination date specified in this agreement, the Department may evaluate the performance of the Contractor in regard to the terms of this agreement to determine whether such performance merits renewal of this agreement.
- d. Any alterations, variations, modifications, or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement.
- e. No claim for services furnished by the Contractor, not specifically provided for in this agreement, will be allowed by the Department, not shall the Contractor do any work or furnish any material not covered by the agreement. Such approval shall be considered to be a modification of the agreement.
- f. In the event there is a revision or violation of Federal/State regulations which make this agreement ineligible for Federal/State financial participation, all parties will review the agreement and renegotiate those items necessary to bring the agreement into compliance with Federal/State regulations, including any appropriate change in the amount charged to reflect changes in the scope of the Consulting Services provided or additional costs for compliance with changed Federal/State law.

**10. Subcontracting:**

*The Contractor shall not enter into subcontracts for any work contemplated under this agreement.*

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Chairperson, County Board of Commissioners

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Agency Director

Date: 12-13-20 By:  Paul J Dietzman  
Contractor

473-86-7488  
Contractor's Social Security Number

Date: \_\_\_\_\_ By: \_\_\_\_\_  
County Attorney (as to form and execution)