

## **PURCHASE OF SERVICE AGREEMENT**

The Le Sueur County Department of Human Services, hereafter referred to as the “Department”, and Inspire Services, LLC, 100 Oak Avenue SW, Montgomery, MN 56069 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 and families as the Department names in writing the following “Peer Support Specialists, Recovery Coaches, or Peer Mentor Services”:

*Whereas, the Department has been awarded state funds to provide additional child protection services under the Opioid Epidemic Response account, which begins July 1, 2020 under Minnesota Statutes, section 356.043, subdivision 3. The opioid allocation will allow county and tribal agencies to provide new or expand current service delivery to families affected by addiction. The Department will also use grant funds awarded and approved through UCare to fund these additional services.*

*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 and providing all necessary notices to parents and maintaining a comprehensive file of all notices, consents, reports, plans, meeting minutes and other documentation required by applicable law.*

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

*The costs for services will not exceed **\$25,000.00**. The costs for services will be for all expenditures necessary to provide Peer Support Specialists, Recovery Coaches, or Peer Mentor Services to seven (7) to ten (10) families referred during the contract period.*

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

*The parties understand and agree that the eligibility of a family to receive Peer Support Specialists, Recovery Coaches, or Peer Mentor Services shall be determined by the Department.*

*When the Department has determined that the family is no longer eligible to receive Peer Support Specialists, Recovery Coaches, or Peer Mentor 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 Peer Support Specialists, Recovery Coaches, or Peer Mentor Services rendered prior to receipt of said written notice.*

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

*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 pursuant 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 parent, child(ren) or family 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 with respect to the Peer Support Specialists, Recovery Coaches, or Peer Mentor Services hereunder is prohibited except on proper written consent of such eligible parent, his/her attorney or his/her responsible guardian. The Contractor and the Department each agree to abide by HIPPA Laws, Civil Rights 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 from 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 Peer Support Specialists, Recovery Coaches, or Peer Mentor Services, the obligations of each party hereunder shall thereupon be terminated, except that the Department shall pay for all Peer Support Specialists, Recovery Coaches, or Peer Mentor 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 Peer Support Specialists, Recovery Coaches, or Peer Mentor 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 Peer Support Specialists, Recovery Coaches, or Peer Mentor 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: \_\_\_\_\_ By: \_\_\_\_\_  
 Contractor

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