

SOUTH CENTRAL  
Community-Based  
Initiative



BLUE EARTH BROWN FARIBAULT  
FREEBORN LE SUEUR MARTIN  
NICOLLET RICE SIBLEY WATONWAN

**Blue Earth County Human Services**

410 S. Fifth Street  
PO Box 3526  
Mankato, MN 56002-3526  
(507) 381-0549

December 18, 2020

To: Sue Rynda, Director  
Le Sueur County Human Services  
88 S. Park Avenue, Le Center, MN 56057

Enclosed is the Joint Powers Board approved contract for the services provided by your agency that receive funding through the South Central Community Based Initiative for your review and approval. Once signed, please return by mail to Jamie Hayes at the address listed above at your earliest convenience.

There have been no changes to the contracts from the previous contract period, aside from any amount for which you have been previously notified if they apply to you.

Please feel free to reach out with any questions you may have.

Thank you,

*Jamie Hayes*

Jamie Hayes, Regional Manager  
South Central Community Based Initiative

# Purchase-of-Service Agreement

South Central Community Based Initiative, 410 S. Fifth Street, P.O. Box 3526, Mankato, Minnesota, 56002-3526, hereafter referred to as the "Agency," and Le Sueur County Human Services, 88 S Park Avenue, Le Center, MN 56057, hereafter referred to as the "Contractor," enter into this Purchase-of-Service Agreement for the period from January 1, 2021, to December 31, 2021. The Agency and the Contractor are hereinafter referred to as the "parties."

## WITNESSETH

WHEREAS, the Contractor is an organization licensed under Minnesota Rules 9520.0500 to 9520.0630 and Minnesota Statutes 256B.0622 and 256B.0624 and an approved vendor according to published criteria or certificated by the State of Minnesota, Department of Human Services, to provide mental health services (hereinafter "Purchased Services" or "Program Services") to persons (hereinafter also referred to as "eligible clients," "clients" or "program participants"); and

WHEREAS, the Agency, pursuant to Minnesota Statutes Sections 373.01, 373.02, and Minnesota Statutes Chapter 256M, wishes to purchase such Program Services from the Contractor; and

WHEREAS, the Contractor represents that it is duly qualified and willing to perform such Services;

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

### 1. CONTRACTOR'S DUTIES

- a. As specified in Minnesota Statutes 256M (Vulnerable Children and Adult Service Plan), the Agency agrees to purchase and the Contractor agrees to furnish the following Services in accordance with Minnesota Statutes Sections 256B.0924.

- (1) The Contractor agrees to provide mental health services. All services reimbursed through the Agency must be eligible under Minnesota Department of Human Services definition of BRASS Codes, as outlined in grant applications for the Adult Mental Health Initiative and Crisis Appropriation, and Crisis Services Grants:

- a) Enroll as a Medical Assistance provider and comply with Medical Assistance policies and procedures;
- b) Comply with all State and Federal recommendations related to the provision of Community-Based Mental Health Services.
- c) Agree to participate in data collection for outcome monitoring and fidelity adherence of evidence-based practices as requested by the Department of Human Services;
- d) Submit claims for reimbursement to any and all sources of Medicare, Medicaid, and third-party insurance whenever possible.

4. ELIGIBILITY FOR SERVICES

The parties understand and agree that the eligibility of the client to receive the Purchased Services is to be determined in accordance with eligibility criteria established by Medical Assistance and the Agency.

The parties understand and agree that when the Contractor has been delegated by the Agency to make the determination of the client's eligibility for purchased services:

- a. It is understood and agreed by the parties that, when applicable, fees will be charged and collected in accordance with fee policy and schedules adopted by the Contractor in accordance with Minnesota Statutes Section 256M.60, Subd. 6.
- b. The Contractor must not charge any program or service fee to social services eligible clients except in accordance with Paragraph 3(a) above.

5. PAYMENT FOR PURCHASED SERVICES

a. Certification of expenditures: The Contractor must, by the twenty-fifth of the month following the previous quarter, submit the required reimbursement documentation, as required by the Fiscal Agent.

(1) County Reimbursement - The South Central Community Based Initiative Reimbursement Sheet is attached as Exhibit A.

b. Payment: The Agency must, within thirty (30) days of the date of receipt of the Invoice, make payment to the Contractor for all eligible clients identified on the Invoice.

6. AUDIT AND RECORD DISCLOSURES

The Contractor must:

- a. Allow personnel of the Agency, the Minnesota Department of Human Services, and the U.S. Department of Health and Human Services, access to the Contractor's facility and records at reasonable hours to exercise their responsibility to monitor Purchased Services.
- b. If the collection of social services fees is delegated to the Contractor, the Contractor must provide the Agency with information about fees collected and the fee sources.
- c. Maintain all records pertaining to this Agreement at the Contractor's administrative offices for seven (7) years for audit purposes.
- d. Comply with policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, as defined and described in Department of Human Services rules and manuals.

- (1) By reason of any fee eligible client suffering personal injury, death, property loss or damage either while participating in or receiving from the Contractor care and services to be furnished by the Contractor under this Agreement, or while on the premises owned, leased, or operated by the Contractor, or while being transported to and from said premises in any vehicle owned, operated, chartered, or otherwise contracted for by the Contractor or Contractor's assigns; or
  - (2) By reason of any service client causing injury to, or damage to, the property of another person, during any time when the Contractor or Contractor's assigns or employee therefore has undertaken its furnishing the care and service called for under this Agreement.
- c. **Insurance:** The Contractor further agrees, in order to protect itself and the Agency and the Agency's officers, agents, employees, and elected officials under the indemnity provision above, that it will at all times during the term of the Agreement, and beyond such term when so required, have and keep in force liability insurance as set forth below. Any insurance required to be provided by the Contractor shall be primary, and not excess, to any other coverage carried by the Agency. The Contractor is responsible for any deductible or self-insured retention contained within the insurance program.
- (1) The Contractor will purchase occurrence-based liability insurance. The policy shall include coverage for all applicable liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under a contract. Said liability insurance shall cover all personnel providing services under this Agreement. An umbrella liability policy may be used in conjunction with the primary coverage limits to meet the minimum limit requirements for each coverage. The Agency shall be listed as the additional insured.
  - (2) The applicable liability insurance coverage will meet the limits as shown equal to the tort liability limits under Minnesota 466.04,

11. CONTRACTOR DEBARMENT, SUSPENSION AND RESPONSIBILITY CERTIFICATION

Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By signing this Agreement, the Contractor certifies that it and its principals<sup>1</sup> and employees:

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<sup>1</sup>"Principals" for the purpose of this certification means officers; directors; owners; partners; and persons having primary management or supervisor responsibilities within a business entity (e.g., general

to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder must thereupon be terminated.

- b. This Agreement may be canceled by either party at any time, with or without cause, upon thirty (30) days' prior notice, in writing, delivered by mail or in person.
- c. Before the termination date specified on Page 1 of this Agreement, the Agency may evaluate the performance of the Contractor in regard to 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 must be valid only when they have been reduced to writing, duly signed by both parties, and attached to the original of this Agreement.
- e. No claim for services furnished by the Contractor not specifically provided in the Agreement will be allowed by the Agency, nor must the Contractor do any work or furnish any material not covered by the Agreement, unless prior written notice is given by the Agency. Such approval must be considered to be a modification of the Agreement.
- f. In the event that there is a revision of Federal regulations which might make this Agreement ineligible for Federal financial participation, all parties will review the Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new Federal regulations.
- g. Unless otherwise provided in this Agreement, all notices provided under this Agreement must be in writing and sent to the following individuals:

**To Notify the Agency**  
Regional Manager, SCCBI  
PO Box 3526, Mankato, MN 56002  
507-381-0549  
[Jamie.hayes@blueearthcountymn.gov](mailto:Jamie.hayes@blueearthcountymn.gov)

**To Notify the Contractor**  
Susan Rynda, Director  
88 S Park Avenue, Le Sueur, MN 56057  
507-357-8288  
[srynda@co.le-sueur.mn.us](mailto:srynda@co.le-sueur.mn.us)


13. SUBCONTRACTING

- a. The Contractor agrees not to enter into subcontracts for any of the work contemplated under this Agreement without notification to the Agency in writing.
- b. Any and all subcontractors must be subject to and must meet all of the requirements of this Agreement.
- c. The Contractors must ensure that any and all subcontracts to provide services under this Agreement must contain the following language:

The subcontractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as a third-party beneficiary, is an affected party under this contract. The subcontractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or may sue the provider for

**AGENCY**

Dated: 12/18/2020

  
\_\_\_\_\_  
Mark Shaw, Joint Powers Board Chair  
South Central Community Based Initiative

**CONTRACTOR**

Dated: \_\_\_\_\_

\_\_\_\_\_  
County Board Chair

Dated: \_\_\_\_\_

\_\_\_\_\_  
County Director

Dated: \_\_\_\_\_

\_\_\_\_\_  
County Attorney

Dated: \_\_\_\_\_

\_\_\_\_\_  
County Administrator

JH/  
11-20  
N:\WP\Contract\Le Sueur County-SCCBI Contract

**South Central Community Based Initiative**  
**Record of funds reimbursed**

County Name: **LE SUEUR** Vendor # **12595**

**Reimbursement for quarter ended: March 31, 2021**

Staffing Allocation **\$ 453,970.00**

BRASS	Staffing	Flex	Clubhouse	Crisis Funds	Other/label	Total
402						
403						\$ -
408						\$ -
416						\$ -
418						\$ -
420						\$ -
430						\$ -
431						\$ -
434						\$ -
436						\$ -
437						\$ -
438						\$ -
443						\$ -
446						\$ -
451						\$ -
452						\$ -
454						\$ -
468						\$ -
469						\$ -
474						\$ -
491						\$ -
<b>TOTALS</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

1st Qtr	\$ -
2nd Qtr	\$ -
3rd Qtr	\$ -
4th Qtr	\$ -
	\$ 453,970.00

**Total reimbursement requested \$ -**

I certify that these expenditures are used in accordance with grant guidelines and are less the revenues received.

Requested By: \_\_\_\_\_ Date \_\_\_\_\_

Title: \_\_\_\_\_

Please mail, email or fax this page to:  
 Blue Earth County Human Services  
 410 S 5th St PO Box 3526  
 Mankato, MN 56001-3526

507-304-4379  
[tracey.hansen@blueearthcountymn.gov](mailto:tracey.hansen@blueearthcountymn.gov)

\*Reimbursement includes flex, transportation, housing and other approved expenses

**EXHIBIT A**