

## Purchase of Service Contract for Mental Health Services

Le Sueur County Human Services, 88 South Park Avenue, Le Center, MN 56057, hereafter referred to as the "Department," and Dr. Michael G. Farnsworth, MD, DFAPA, P.O. Box 383075, Waikoloa, HI 96738, hereafter referred to as the "Contractor," enter into this agreement for the period from 8-1-22 to 7-31-23.

In consideration of the mutual understanding 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 case managers who work with SPMI (serious and persistent mental illness) adults receiving adult mental health case management services, the following "Consulting Services":

**General Consultation:** Provide professional psychiatric consultation services (Via Medical Zoom) which shall routinely include, but not limited to, medication management, identifying diagnostic/clinical criteria, provide clear understanding of a psychiatric diagnosis and recommendations on how to best to work with a specific diagnosis. Consults will be discussed in general terms, using non-identifying information of the people the Department serves. Consults are to assist case managers in identifying psychiatric issues, assessing criteria needed for the appropriate diagnosis, possible medication recommendations for specific diagnoses, and how to best work with specific psychiatric disorders.

**Education:** Provide updated information/training on psychiatric disorders, medication, or other alternative methods used in treating psychiatric disorders.

### 2. Cost and Delivery of Purchased Services

The unit cost for providing the services shall be \$300.00 per hour, one hour per month. If a consult should go over a one hour period, billing will be in 15-minute increments at \$75.00 per hour.

### 3. Payment for Consulting Services:

The Contractor shall submit an invoice detailing the date and the amount of time for the service. The Contractor shall submit the invoice as soon as possible, or by the end of the month of service. The Department will make payment to the Contractor within 30 days of receiving the invoice. The invoice shall be mailed to the Department's address, attention Pat Rentz, or emailed to [prentz@co.le-sueur.mn.us](mailto:prentz@co.le-sueur.mn.us).

The Contractor will complete a W-9 for the Department for payment reporting.

**4. Record Requirement and Safeguard of Client Information:**

Record Requirement of the Contractor for the Department is the monthly Invoice.

Case consultations will *not* include identifying information of the people we serve as the Contractor is not a member of the client's treatment team. Consultations are "general" in nature to assist the case manager in providing professional, knowledgeable mental health services to the people we serve. Record keeping is not needed, nor necessary, for the purposes of these consultations. The Contractor and Department each agree to abide by HIPPA Laws.

**5. Bonding, Indemnity, Insurance, and Licensing 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.
- d. License – Dr. Farnsworth (Contractor) will provide a copy of his current medical license and board certifications to practice medicine in the state of Minnesota.

**6. Conditions of the Parties Obligations:**

- a. This agreement may be canceled by either party at any time, with or without cause, upon 30 days' notice, in writing, delivered by mail, email, or in person.
- b. 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.
- c. 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.
- d. No claim for services furnished by the Contractor, not specifically provided for in this agreement, will be allowed the by the Department, nor 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.

7. Subcontracting:

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

Signatures:

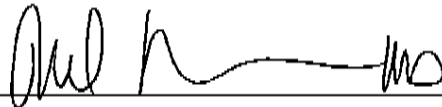
Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

Date: 8/4/22

By:  \_\_\_\_\_  
Contractor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
County Attorney