

PURCHASE OF SERVICE AGREEMENT
GREATER MINNESOTA FAMILY SERVICES
AND
Le SUEUR COUNTY HUMAN SERVICES DEPARTMENT

January 1, 2023 to December 31, 2023

The Le Sueur County Human Service Department, 88 South Park Avenue, Le Centre, MN 56057, hereafter referred to as "Department" and the Greater Minnesota Family Services, 2320 E Hwy 12, Suite 2, Willmar, Minnesota 56201, hereafter referred to as "Contractor", enter into this agreement for the period from January 1, 2023 to December 31, 2023.

WITNESSETH

WHEREAS, the Contractor is an organization approved under Minnesota Department of Human Services Rule 29,

WHEREAS, the County wished to purchase such program services from the Contractor,

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

Purchase of Service:

As specified in the Federal Register of January 31, 1977, CFR 45 Part 28 and the Minnesota Comprehensive Annual Services Program Plan, the County agrees to purchase and the Contractor agrees to furnish the following:

Family Based Services –

- Family Based Mental Health
- Family Based Counseling
- Family Based Crisis Services
- Group Skills

County and Insurance Funding Model. Contractor will provide 1,308 hours of family based services (1 F.T.E.). These positions are serviced by 1 F.T.E. Qualified Mental Health Practitioners, qualified to provide mental health practitioner services under the supervision of a licensed Qualified Mental Health Professional. Contractor will accept reimbursement as \$69.80 per hour for the Mental Health Practitioner and \$98.60 for the Licensed Mental Health Professional. All services to Medical Assistance, Prepaid Medical Assistance Plan (PMAP), and commercial insurance eligible and severely emotionally disturbed, and emotionally disturbed children will be billed to insurance.

Cost and Delivery of purchased Services: (MA/GAMC and County Funding Model):

If no clients are eligible for MA/GAMC, PMAP, or commercial insurance, the total cost of the Family Based Mental Health, Family Based Counseling and Family Based Crisis Services would be \$91,298. Each insurance eligible client with a severe emotional disturbance or emotional disturbance will reduce the county's total costs by billing MA, Prepaid Medical Assistance Plan (PMAP), or commercial insurance for all direct client contact and travel time.

Number of Client Cases per FTE Caseload

The Greater Minnesota Family Services Board of Directors has established the maximum number of case referrals from the Department, at any given time, shall be twelve client cases for 1.0 FTE. The range would be six to twelve cases. The Contractor requests that if more cases need referral, the Department would refer these clients to other available Family Based staff.

Eligibility for Services:

The parties understand and agree that the eligibility of the client to receive the Purchased Services to be purchased by the Department and furnished by the Contractor is to be determined according to the Department.

When the Department has determined that the client is no longer eligible to receive Purchased Services from the Contractor, the Department shall so notify the Contractor within five (5) days of the determination.

Delivery of Care and Services:

Except as otherwise provided herein, the Contractor shall maintain in all respects its present control over and autonomy with respect to:

- a. The application of its intake procedures and requirements to clients.
- b. The methods, times, means, and personnel for furnishing Purchased Services to eligible clients.
- c. The determination of when to terminate the furnishing of Purchased Services to eligible clients.

Nothing in this agreement shall be construed as requiring the Contractor to provide or continue Purchased Services to or for any eligible clients.

Payment for Purchased Services:

- a. Certification of Expenditures: The Contractor shall, within (15) working days following the last day of each month submit an invoice to the Department
- b. Payment: The Department shall within thirty (30) days of the date of the receipt of the invoice, make payment to the Contractor.

Audit and Record Disclosures:

The Contractor shall allow personnel of the Department, the Minnesota Department of Human Services and the Department of Health to access the Contractor's records at reasonable hours in order to exercise their responsibility to monitor the services. The Contractor will be compliant with National Standards, U.S. Department of Human Services under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA).

The Consultant agrees to provide assurances that it will comply with Health Information Portability and Accountability Act (HIPAA) requirements necessary to protect individual identifying health information (IIHI). Use and disclosure will require that IIHI will be:

- Appropriately safeguarded.
- Any misuse of IIHI will be reported.
- Secure satisfactory assurances from any subcontractor.
- Grant individual access and ability to amend their IIHI.
- Make available an accounting of disclosures and release applicable records if requested.
- Upon termination, return or destroy all IIHI in accordance with conventional record retention/destruction practices.

Safeguard of Client Information:

The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the Department's or the Contractor's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, his/her attorney or his/her responsible guardian.

Equal Employment Opportunity, Civil Rights and Nondiscrimination:

- A) Contractor shall not discriminate in employment, facilities or in the rendering of work or services on the basis of race, color, religion, age, sex, disability, marital status, public assistance status, sexual orientation, creed, membership in a local commission or national origin.
- B) To the extent applicable, the Contractor certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes Chapter 363A. Contractor shall provide, when applicable to the Contractor, their affirmative action plan and plan to remedy any known deficiencies.
- C) Contractor agrees that no funds received under the Agreement shall be used to provide religious training and/or services to any individual receiving contracted services.

Fair Hearing and Grievance Procedures:

The contractor agrees that a fair hearing and grievance procedure will be established in conformance with and in conjunction with the Fair Hearing and Grievance Procedures established, developed and provided by the Minnesota Department of Human Services.\

Bonding, Indemnity and Insurance Clause:

- a. Bonding: The Contractor shall obtain and maintain at all times, during the terms of agreement, a fidelity bond covering the activities of its personnel authorized to receive or distribute monies in the amount of \$500,000.
- b. Indemnity: The Contractor does hereby agree that it will at all times hereafter, during the existence of this agreement, indemnify and hold harmless the Department from any and all liability, loss, damages, costs or expenses which may be claimed against the Department or the Contractor (1) by reason of any service client's suffering personal injury, death or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this agreement or while on premises owned, leased or operated by the Contractor or while being transported to or from said premises in any vehicle owned, operated, leased, chartered or otherwise contracted by the Contractor or any officer, agent or employee thereof; or (2) by reason of any service client's causing injury to, or damage to, property of another person during any time when the Contractor or any officer, agent or employee thereof has undertaken or is furnishing the care and services called for under this agreement.
- c. Insurance: The Contractor does further agree that, in order to protect itself as well as the Department under the indemnity agreement provision hereinabove set forth, it will at all times during the term of this agreement have and keep in force a liability insurance policy in the amount of \$3,000,000.

The Contractor certifies that the services to be provided under this agreement are not available without cost to eligible clients. The Contractor further certified that payment for Purchased Services will be in accordance with rates of payment, which do not exceed amounts reasonable and necessary to assure quality or service. (If services are being purchased from another public agency, the rate of payment shall be adjusted to the actual cost of the service.)

Conditions of the Parties' Obligation:

- a. It is understood and agreed that in the event the reimbursement to the Department from the state and federal sources is not obtained and continued an aggregate level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall thereupon be terminated.
- b. This agreement may be cancelled by either party at any time, with or without cause, upon thirty (30) day notice, in writing, delivered by mail or in person.
- c. Before termination date specified in Section 1 of 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 provision 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 claims for services furnished by the Contractor not specifically provided in this agreement will be allowed by the Department nor shall the Contractor do any work or furnish any material not covered by the agreement, unless this is approved in writing by the Department. Such approval shall be considered to be a modification of the agreement.
- f. In the event that there is a revision of federal regulations, which 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. The Contractor agrees to establish written procedures for discharging a person or terminating services to a person. These written procedures shall include: notification of the case manager, person to be discharged, the person's parent, or legal guardian prior to the termination of services, assistance in developing or securing alternative services and assuring a smooth transition to other services, the review and approval of the proposed action by the interdisciplinary team, and other procedures as agreed by the Contractor and the Agency.

Subcontracting:

The Contractor shall not enter into subcontracts from any of the work contemplate under this agreement without written approval of the Department. All subcontracts shall be subject to the requirements of this contract. The Contractor shall be responsible for the performance of any subcontractor.

Miscellaneous:

Entire Agreement: 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 between the Contractor and any county family service department(s) relating to the subject matter hereof.

