

PURCHASE OF SERVICE AGREEMENT

The Aitkin County Health & Human Services, 204 1st Street NW, Aitkin, Minnesota 56431, hereafter referred to as the Department and Phil Tange, LICSW, 29780 Pioneer Avenue, Aitkin, MN 56431, hereafter referred to as Contractor; enter into this Agreement for the period from February 1, 2017, to December 31, 2017.

WHEREAS, Minnesota Statutes, section 245.461 to 245.486 and 245.487 to 245.4888 establishes the Comprehensive Adult Mental Health Act and the Comprehensive Children's Mental Health Act; and

WHEREAS, the Department is required to provide Mental Health services in accordance with the Comprehensive Mental Health Act and the Comprehensive Children's Mental Health Act; and

WHEREAS, the Department pursuant to Minnesota statutes, section 373.01, 373.02, 245.465(4), and 256E.08 wishes to purchase mental health services from multi-disciplinary service Contractor; and

WHEREAS, the Contractor is an autonomous mental health provider in private practice, and in multiple disciplines and is qualified and willing to perform such services;

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

I SERVICES TO BE PROVIDED OR PURCHASED

The Department agrees to purchase and the Contractor agrees to furnish services as listed in Attachment A.

Individual and group clinical supervision as required under the Comprehensive Mental Health Act and the Comprehensive Children's Mental Health Act. Conduct pre-petition screenings for chemical dependency and mental health commitments. Read and approve LOCUS, functional assessments, and adult mental health case plans. Complete Diagnostic Assessments for those without insurance, if needed.

II COST AND DELIVERY OF PURCHASED SERVICES

Statements will be submitted by the 10th of each month in the Department-approved format detailing services provided in the prior month. Payment by the Department to Contractor will be by the end of the month and will be based on actual billing.

III DELIVERY OF CARE AND SERVICES:

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

1. The application of its intake procedures and requirements to clients.
2. The methods, times, means and personnel for furnishing Purchased Services to eligible clients.
3. The determination of when to terminate the furnishing of Purchased Services to eligible clients.

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

IV AUDIT AND RECORD DISCLOSURE

1. Allow personnel of the Department, the Minnesota Department of Human Services, and the Department of Health and Human Services, access to the Contractor's records, in accordance with state and federal laws and regulations, at reasonable hours in order to exercise their responsibility to monitor the services.
2. Contractor's records, documents, papers, accounting procedures and practices, and other evidences relevant to this Agreement are subject to the examination, duplication, transcription and audit by the Department and either the Legislative or State Auditor, pursuant to Minn. Stat. sec. 16B.06, subd. 5. Contractor agrees to maintain such evidences for a period of six (6) years from the date of services or payment were last provided or made or longer if any audit in progress requires a longer retention period.
3. Comply with Minnesota Code for Agency Rule - Minnesota Department of Public Welfare and the Minnesota Government Practice Act, M.S. 15.1611 - 16.1698. (Suppl. 1979)

V SAFEGUARD OF CLIENT INFORMATION:

1. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality of for any purpose not directly connected with the administration of the Departments or Contractors responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client or his/her responsible parent or guardian.
2. The Contractor assures compliance with Minnesota Government Data Practices Act. Pursuant to Minn. Stat. Ch. 13, Contractor agrees to maintain and protect data on individuals received, or to which Contractor has access, according to the statutory provisions applicable to the data. Contractor understands it is subject to

the requirements of the Minnesota Government Data Practices Act. Contractor agrees that all data created, collected, received, stored, used, maintained or disseminated by Contractor in performing government functions is subject to the Minnesota Government Data Practices Act's requirements and that Contractor must comply with those requirements as if it were a government entity. Contractor agrees to indemnify and hold County and Department, its officials, agents, and employees, harmless from any and all claims or causes of action arising from or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act by Contractor or its agents or employees, including legal fees and disbursements paid or incurred to enforce this provision of this Agreement.

VI EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS CLAUSE:

The Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (43 USC 2000e), including Executive Order No. 11246, and Title VI (42 USC 2000d). Contractor agrees to abide by all provisions of Minnesota Statutes section 181.59, as amended, entitled "Discrimination on Account of Race, Creed, or Color Prohibited in Contract." Contractor agrees to abide by all federal laws prohibiting discrimination. Contractor agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or because of an individual's sexual orientation. Any act of discrimination committed by Contractor, or failure to comply with these obligations when applicable shall be grounds for termination of this Agreement.

VII FAIR HEARING AND GRIEVANCE PROCEDURES:

The Contractor agrees that a fair hearing and grievance procedure will be established.

VIII BONDING, INDEMNITY, AND INSURANCE CLAUSE:

1. The Contractor shall save and hold the County of Aitkin and the Department harmless from all liability for damages to persons or property arising out of the services performed under the terms of the Agreement. The Contractor shall indemnify the County of Aitkin and the Department for any liability assessed to the county and the Department on account of the services performed under the terms of the Agreement. The Contractor agrees to purchase liability insurance naming Aitkin County Department of Health & Human Services as an additional insured in an amount at least equal to the maximum liability limits set forth in Minnesota Statutes, 466.04, Subd.1, of \$500,000 per person and \$1,500,000 per occurrence and agrees to provide the County of Aitkin and the Department a certificate of insurance or other document demonstrating that such insurance has been procured. Contractor shall provide proof of insurance prior to commencement of Contractors performance under this Agreement.

2. 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 \$1,500,000.

IX CONDITIONS OF THE PARTIES OBLIGATIONS:

1. Before the termination date specified in the Introduction 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.
2. 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.
3. No claim for services furnished by the Contractor, not specifically provided in the 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.
4. If the Department determines that funds are not being administered in accordance with the approved plan and budget, they may be withdrawn after reasonable notice to the Contractor. It is understood and agreed that the parties do not anticipate that Contractor will administer funds as a result of this Agreement.
5. 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.
6. In accordance with Minnesota Statutes, Section 245.466, Subd.3 (1), the Commissioner of Minnesota Department of Human Services is a third party beneficiary to this Agreement.

X SUBCONTRACTING

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

XI COMPLIANCE WITH THE CLEAN AIR ACT:

The Contractor certifies that it meets lawful conditions of the Clean Air Act, as required by 45 CFR 228.70 and 74.159 (4).

XII MISCELLANEOUS

1. Entire Agreement: It is understood and agreed that the entire Agreement of the parties 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 Aitkin County Health and Human Services Department relating to the subject matter hereof.
2. This Agreement may be terminated or renegotiated upon 30 days written notification by either party.
3. Phil Tange agrees to provide Aitkin County Health & Human Services, (attached to the Agreement):
 - A. Verification of professional qualifications and licensure. (Attachment B).
4. Program and fiscal records shall be retained in the Contractor facility for a minimum of five years.
5. This Agreement may be extended for a period of six months at the option of the County of Aitkin through the Department. If the County desires to extend the term of the Agreement, it shall notify the Contractor in writing at least sixty days before the expiration of the Agreement. All terms of this Agreement will remain in effect pending execution of a contract amendment, execution of a new agreement, or notice of termination.

IN WITNESS WHEREOF the Department (Aitkin County Health & Human Services) and the Contractor (Phil Tange) have executed this agreement as of the day and year first above written:

BY: _____
Elizabeth DeRuyck
Aitkin County Health & Human Services Director

DATE: _____

BY: _____
Commissioner Mark Wedel
Aitkin County Health & Human Services Board Chairperson

DATE: _____

BY: _____
Phil Tange, LICSW

DATE: _____

APPROVED AS TO FORM AND EXECUTION

BY: _____
County Attorney or Assistant

DATE: _____

COST & DELIVERY OF PURCHASED SERVICES

Mental Health Professional Time as follows:

Clinical Supervision for four staff at one hour each	@	\$90.00/hour
Clinical Supervision via conference call	@	\$90.00/hour
Group Supervision	@	\$90.00/hour
Consultation with staff upon appointment	@	\$90.00/hour
Pre-petition screens for mental health and/or chemical dependency commitments (preparation and interviews)	@	\$90.00/hour
Read and approve LOCUS, functional assessments, and adult mental health case plans	@	\$90.00/hour

Mental Health professional will be on-site at Aitkin County Health & Human Services or available electronically one day per month; minimum of four hours with maximum of eight hours per day.

Since the request for pre-petition screens is unpredictable, this service will be provided upon the availability of the mental health professional.

Both parties have agreed to increase the time to two (2) days per month should the need for this service increase.