



Aitkin County Health & Human Services

204 FIRST STREET NW
AITKIN, MINNESOTA 56431-1291
PHONE 1-800-328-3744 or 1-218-927-7200
FAX # 1-218-927-7210

Contract

Access North Center for Independent Living to provide Semi Independent Living Services (SILS).

Objective

Access North will provide SILS services to developmentally disabled adults who reside in Aitkin County.

Opportunity

This service provides supports to adults in their own homes including recreational activities, transportation, social skills, money management, home management, phone use, and learning about rights and responsibilities of community living. This program is funded by Department of Human Services

Existing or New Contract

This is a new contract with Access North which will provide more choice for consumers accessing this service. It is not an increase to our county SILS budget, the annual allocation is set by the Department of Human Services.

Changes to Existing Contract

This is a new contract which promotes choice of providers in our community.

Timeline for Execution

1/1/18-12/31/18

Conclusion

We are requesting the board to support entering into contract with Access North Center for Independent Living to provide SILS services to adults with developmental disabilities in Aitkin County which will offer choice to the individuals that access the service.

PURCHASE OF SERVICE AGREEMENT

The **Aitkin County Health & Human Services**, 204 – 1st Street NW, Aitkin, Minnesota 56431, hereafter referred to as the Agency and **Access North Center**, 606 NW 6th Street, Brainerd, MN 56401, hereafter referred to as Contractor; enter into this agreement for the period from **January 1, 2018, to December 31, 2018**.

WHEREAS, the Contractor is an organization licensed under the State of Minnesota to provide services to persons and an approved vendor;

WHEREAS, the Agency, pursuant to Minnesota Statutes, section 373.01, 373.02, an d256M or 119B.125, wished 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:

I. CONTRACTOR'S DUTIES

- A. As specified in Minnesota Statutes, section 373.01, 373.02, and 256M and Aitkin County Annual Community SILS, Adult Service Agreement, the Agency agrees to purchase and the Contractor agrees to provide Semi-Independent Living Services (SILS).
- B. The Agency shall determine the amount of services to be delivered for each person, as stated in the individual authorization form or client service plan.
- C. The Contractor must, within 10 days notify the Agency whenever it is unable to, or going to be unable to, provide the required quality or quantity of purchased services. Upon such notification, the Agency must determine whether such inability will require modification or cancellation of said contract.

II. COST AND DELIVERY OF PURCHASED SERVICES

- A. The hourly cost for providing services to eligible clients is \$8.41 per 15 minute unit or \$33.64 per hour. The hourly cost shall cover the entire cost of the service including transportation. Payment must be made on the basis of 100 percent of the time incurred providing service to eligible clients.
- B. The Contractor certifies that the services to be provided under this agreement are not otherwise available without cost to eligible clients. The Contractor certifies that the services provided under this contract are not duplicative of services available to the individual service and funded by another source. The Contractor further certifies that payment claims for Purchased Services will be in accordance with rates of payment, which do not exceed amounts reasonable and necessary to assure quality of service. The Contractor further certifies that rates of payment do not reflect any administrative

or program costs assignable to private pay or third-party pay service recipients.

- C. Purchased services will be provided at client homes or other approved community or office settings.

III. 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 the Agency.

The parties understand and agree that the Agency must determine preliminary and final client eligibility.

- A. When the Agency has determined that the client is no longer eligible to receive Purchased Services or that services are no longer needed or appropriate, the Agency must notify the contractor within 5 days of the determination. The Agency must notify the client of proposed termination of services in writing at least 10 days prior to the proposed Agency action and of the client's right to appeal this proposed Agency action.
- B. The Contractor must notify the Agency in writing whenever the Contractor proposes to discharge or terminate service(s) to a client. The notice must be sent at least 30 days prior to the proposed date of discharge or termination, and must include the specific grounds for discharge or termination of service(s). The Contractor must not discharge or terminate services to a client prior to the proposed date unless delay would seriously endanger the health, safety or well-being of other residents or service recipients. After the 30 days have expired, the Agency will notify the client in writing, that services under this contract have been terminated.

IV. INDIVIDUAL SERVICE PLAN

- A. The parties understand and agree that all service provided to eligible recipients under the terms of this contract must be in accordance with the Coordinated Supports and Services Plan (CSSP) developed by the individual client's social worker or case manager.
- B. Performance of the Contractor will be monitored in accordance with client outcomes, goals, and indicators as specified in the CSSP.

V. PAYMENT OF PURCHASED SERVICES

- A. The Contractor must, within 15 working days following the last day of each calendar month, submit a standard invoice for social services purchased to the Aitkin County Human Services Division. The Invoice must show an itemized account of each social service eligible individual, identifying service(s) provided and number of units (15 minute intervals) of service provided, cost per unit and total per client.

- B. Payment: The Agency must, within 30 days of the date of receipt of the invoice, make payment to the Contractor for all eligible clients identified on the invoice.

VI. RECORD DISCLOSURES

- A. The Contractor must send the social worker or case manager for each individual client served, monthly notes of visits and monthly case reviews.
- B. The Contractor must maintain all records pertaining to the contract as required by Minnesota Department of Human Services and allow access to the Contractor's facility and records at reasonable hours to exercise their responsibility to monitor Purchased Services.
- C. The Contractor must comply with policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, as defined and described in Minnesota Department of Human Services rules and manuals.

VII. SAFEGUARD OF CLIENT INFORMATION:

- A. The use or disclosure by any party, of information concerning an eligible client, in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, or for any purpose not directly connected with the Agency's or Contractor's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, the client's attorney, or the client's responsible parent or guardian.
- B. The Contractor will comply in all aspects with the Health Insurance Portability and Accountability Act of 1996 as implemented by regulations 45 C.F.R., Parts 160 and 164.
- C. Upon termination of this agreement, Contractor will return or destroy all Public Health Information (PHI) received from the Agency or created or received by the Contractor on behalf of the Agency that the Contractor still maintains and retains no copies of such PHI's; provided that if such return or destruction is not feasible, Contractor will extend the protections of this agreement to PHI and limit further uses of or disclosure to those purposes that make the return or destruction of the information infeasible.

VIII. EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS CLAUSE:

- A. (When applicable) the Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504;
- B. (When applicable) the Contractor certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363.073 (1998). This section only applies if the grant is for more than \$100,000 and the Contractor has employed forty or more full-time employees within the State of Minnesota on a single working day during the previous 12 months.

IX. FAIR HEARING AND GRIEVANCE PROCEDURES:

- A. The agency agrees to provide a fair hearing and grievance procedure in conformance with Minnesota Statutes, section 256.045, and in conjunction with fair hearing and grievance procedures established by Minnesota Department of Human Services administrative rules.

X. BONDING, INDEMNITY, AND INSURANCE CLAUSE:

- A. Bonding: The Contractor must obtain and maintain at all times during the term of this agreement, a fidelity bond covering the activity of its personnel authorized to receive or distribute monies. Such bond must be in the amount of at least \$15,000.
- B. Indemnity: The Contractor agrees that it will at all times indemnify and hold harmless the Agency from any and all liability, loss, damages, costs or expenses which may be claimed against the Agency or 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, chartered or otherwise contracted for by the Contractor or his assigns; or
 - 2. By reason of any service client's causing injury to another person, or damage to the property of another person during any time when the Contractor or his assigns or employee thereof has undertaken, or is furnishing the care and service called for under this Agreement.
- C. Insurance: The Contractor further agrees, in order to protect itself and the Agency under the indemnity provision set forth above, to at all times during the term of this Agreement, have and keep in force a liability insurance policy in the amount of Five Hundred Thousand Dollars (\$500,000) for bodily injury or property damage to any one person and One Million Five Hundred Thousand (\$1,500,000) for total injuries or damages arising from any one occurrence.
 - 1. The County shall be sent a current certificate of insurance on an annual basis. The certificate must show that the County will receive thirty (30) calendar days' prior written notice in the event of cancellation, nonrenewal, or material change in the described policy.
 - 2. The Provider must also maintain worker's compensation insurance per Minnesota statutory requirements.
- D. Audit: (When Applicable) The Contractor agrees that within 60 days of the close of its fiscal year an audit will be conducted by a Certified Public Accounting Firm which will meet the requirements of the Single Audit Act Amendments of 1996, P.L.104:156 and Office of Management and Budget, Circular No. A-133. After completion of the audit, a copy of the audit report must be filed with the Agency.

XI. 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, sub. 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 Contract, The Contractor Certifies That It And Its Principals* And Employees:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and
- B. Have not within a three-year period preceding this contract:
 - 1. Been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtained, attempting to obtain or performing a public (federal, state or local) transaction or contract;
 - 2. Violating any federal or state antitrust statutes; or
 - 3. Committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
 - 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction;
 - 2. Violating any federal or state antitrust statutes; or
 - 3. Committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this contract are in violation of any of the certifications set forth above.
- E. Shall immediately give written notice to the Contracting Officer should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

“Principals” for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

XII. CONDITIONS OF THE PARTIES' OBLIGATIONS:

- A. Before the termination date specified in the Introduction of this agreement, the Agency 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.
- 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 person.
- 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 in the agreement, will be allowed by the Agency, nor shall the Contractor do any work or furnish any material not covered by the agreement unless this is approved in writing by the Agency. Such approval shall be considered to be a modification of the agreement.
- E. If the Agency 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.
- 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. 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 contract.
- H. The Contractor shall provide Exposure Control Training for its employees and agents as described in laws or rules governing OSHA Regulations. Further, the Contractor hereby releases and holds harmless Aitkin County from any loss or injury suffered by the Contractor, its employees or agents, as a result of contract with infectious agents.

XIII. SUBCONTRACTING

- A. The Contractor shall not enter into subcontracts for any of the work contemplated under this agreement without written approval of the Agency.
- B. All subcontracts shall be subject to the requirements of this contract. The Contractor shall be responsible for the performance of any subcontractor.
- C. The Contractor must ensure that any and all subcontracts to provide services under this contract must contain the following language:

1. 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 any appropriate relief in law or equality, including but not limited to rescission, damages, or specific performances, of all or any part of the contract. Minnesota Department of Human Services is entitled to and may recover from the provider reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision must not be construed to limit the rights of any party to a contract or any other third-party beneficiary, nor must it be construed as a waiver of immunity under the Eleventh Amendment to the United States constitution or any other waiver or immunity.
2. The Contractor agrees to be responsible for the performance of any subcontractor to ensure compliance to the subcontract and Minnesota Rules, part 9525.1870, subpart 3.

XIV. NONCOMPLIANCE

- A. If the Contractor fails to comply with the provisions of this contract, the Agency may seek any available legal remedy.
- B. Either party must notify the other party within 30 days when a party has reasonable grounds to believe that this contract has been or will be breached in a material manner. The party receiving such notification must have 30 days, or any other such period of time as mutually agreed to by the parties, to cure the breach or anticipatory breach.

XV. 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).

XVI. 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 contract may be terminated or renegotiated upon 30 days written notification by either party.
4. Program and fiscal records shall be retained in the Contractor facility for a minimum of five years.
5. If either party wishes to terminate this service agreement at the end of its initial

term, that party must give the other party prior written notice of intent to terminate at least 60 days prior to expiration of this contract. If party wishing to terminate the service agreement fails to give timely notice to other party, the service agreement will automatically renew for another calendar year, with services provided at the hourly rate stated in this agreement.

IN WITNESS WHEREOF the Agency (Aitkin County Health & Human Services) and the Contractor (Access North Center) have executed this agreement as of the day and year first above written:

BY: _____
Chairperson
Aitkin County Board of Commissioners

DATE: _____

BY: *Cynthia Bennett*
Director
Aitkin County Health & Human Services

DATE: *6-4-18*

BY: *Dee P. Bata*
Owner/Director
Access North Center

DATE: *5/23/18*

APPROVED AS TO FORM AND EXECUTION

BY: _____
Aitkin County Attorney

DATE: _____