



Le Sueur County, MN

Tuesday, September 20, 2016

Board Meeting

Item 3

9:10 a.m. Sue Rynda, Human Services (35 min)

Staff Contact:

**Human Services Board Agenda
September 20, 2016 @ 9:15 a.m.**

100- INFORMATION/PRESENTATIONS:

- 110 - Overview of Fraud Prevention and Investigation Program
 - Guest Presenter - Joe Arendt
- 120 - September is National Suicide Prevention Awareness Month
- 130 - September is National Recovery Month (Substance Use)

200- CHARTS/GRAPHS:

- 210- Finance Graphs/Report;
- 220- Income Maintenance/Child Support Graphs;
- 230- Family Services Graphs-
 - 231- Social Services Team
 - 232- Child Services Team
 - 232.1- Out Of Home Placement Report
 - 232.2- In-Home Family Therapy Report;
 - 233- Behavioral Health Team

300- BOARD APPROVAL ITEMS:

- 310 - Paul Dietzman Contract (In Home Behavioral Analyst Services)
- 320 - Commissioner's Warrants

PURCHASE OF SERVICE AGREEMENT

The Le Sueur County Department of Human Services, hereafter referred to as the “Department”, and Paul J. Dietzman, M.S. (Behavior Analysis), Independent Behavioral Consultant, 448 210th St. Trimont, MN 56176, Phone: 507.380.2720 / fax: 507.639.3869 hereafter referred to as the “Contractor,” enter into this agreement for the period from 04-01-2016 to 12-31-18.

In consideration of the mutual understandings 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 such children as the Department names in writing the following “Consulting Services”:

In-Home Behavioral Consulting services which include:

Behavior Assessment and Intervention Planning [in-home/on-site observation and interview; interviews with other in-home staff or community support personnel (therapists, social workers, teachers, etc.); Functional Behavior Assessment (FBA); Behavioral Support Plan (BSP); Follow-Up];

General Consultation [Initial Home/On-Site Visit; Written Suggestions; Visit with Parents and Social Worker to Discuss Suggestions, Follow-Up];

Program Development [In-Home/On-Site Visit Including Caregiver Interview and Observations; Written Therapy Plan with Programmatic Ideas; Implementation and Data Collection Instructions Provided; Periodic Visits to Discuss/Revise Plan; Follow-Up];

Behavior Therapy: implementing a pre-existing therapy plan.

Notwithstanding anything herein to the contrary, the Department shall be responsible for (and Contractor will not provide as part of its services) obtaining all necessary consents from parents or adult children and providing all necessary notices to parents or adult children and maintaining a comprehensive file of all notices, consents, reports, plans, meeting minutes and other documentation required by applicable law. The Department agrees that, while Contractor will be providing training and recommendations to the Department’s staff, Contractor has no supervisory authority or responsibility and is not responsible for assuring the proper implementation of plans.

2. Cost and Delivery of Purchased Services:

The unit cost for providing the services shall be \$92.00 per hour in 2016 and to increase in 2017 (to \$95.00) and 2018 incrementally per planned agreement to reach the Contractor’s current standard rate for services of \$99.00) which will include all time expended providing Consulting Services, including non-consulting activities necessary to providing Consulting Services (such as record keeping, research and drafting), regardless of whether such services are provided at the client’s location or another location or by telephone or other form of communication (billed in 15-minute increments). The Department shall also pay Contractor \$ 42.00 per hour in 2016 and to increase in 2017 (to \$45.00) and 2018 incrementally per planned agreement to reach the Contractor’s current standard rate of \$49.00 for trip charge for costs incurred during travel to Client’s location (this charge is to cover the cost of travel only and is calculated by time rather than mileage to account for variability in travel conditions). Contractor shall not be entitled to mileage or other expenses or reimbursement of out-of-pocket expenses.

3. Eligibility for Services:

The parties understand and agree that the eligibility of a child to receive Consulting Services shall be determined by the Department.

When the Department has determined that a child is no longer eligible to receive Consulting Services from the Contractor, the Department shall notify the Contractor in writing within 10 working days of this determination. The Contractor will be paid for all Consulting Services rendered prior to receipt of said written notice.

4. Payment for Consulting Services:

Contractor shall submit itemized invoices within one working day following the last day of each calendar month, which shall be due and payable 30 days after the date of the invoice.

5. Record Requirements:

The Contractor maintain and provide upon reasonable request such records as are reasonably required by the Department for program administration; however, the records maintained by the Contractor will not include the documents that the Department is required to keep pursuant to section 1 of this agreement. The records typically required by the Department include:

- a. Claim Vouchers*
- b. Case Notes/Narratives*
- c. Case Plans/Functional Assessments*

6. Safeguard of Client Information:

The use or disclosure by the Contractor of information concerning an eligible child in violation of any rule of confidentiality imposed by law or for any purpose not directly connected with the administration of the Department's or the Contractor's responsibilities with respect to the Consulting Services hereunder is prohibited except on proper written consent of such eligible child, his/her attorney or his/her responsible parent or guardian. The Contractor and the Department each agree to abide by HIPPA Laws and Limited English Proficiency (LEP) guidelines.

7. Fair Hearing and Grievance Procedures:

The Contractor agrees to abide by the fair hearing and grievance procedure established by the Department and Minnesota Statute.

8. Bonding, Indemnity, and Insurance Clause:

- a. Bonding – No bond is required from 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.

9. Conditions of the parties Obligations:

- a. It is understood and agreed that in the event reimbursement to the Department from State and Federal sources is not obtained and continued at an aggregate level sufficient, in the Department’s opinion, to allow for the purchase of Consulting Services, the obligations of each party hereunder shall thereupon be terminated, except that the Department shall pay for all Consulting Services rendered prior to receipt by Contractor of a written notice of said termination from The Department to the Contractor.
- 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 in person. Misconduct by the Contractor shall be cause for immediate termination of the agreement, again subject to the Contractor being paid for Consulting Services rendered prior to receipt by the Contractor of the written notice of termination by the Department to the Contractor.
- c. 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.
- d. 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.
- e. No claim for services furnished by the Contractor, not specifically provided for in this agreement, will be allowed by the Department, not 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.
- f. In the event there is a revision or violation of Federal/State regulations which make this agreement ineligible for Federal/State financial participation, all parties will review the agreement and renegotiate those items necessary to bring the agreement into compliance with Federal/State regulations, including any appropriate change in the amount charged to reflect changes in the scope of the Consulting Services provided or additional costs for compliance with changed Federal/State law.

10. Subcontracting:

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

Date: _____ By: _____
Chairperson, County Board of Commissioners

Date: _____ By: _____
Agency Director

Date: _____ By: _____
Contractor

Contractor's Social Security Number

Date: _____ By: _____
County Attorney (as to form and execution)