



Le Sueur County, MN

Tuesday, February 21, 2017

Board Meeting

Item 3

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

Staff Contact:

**Human Services Board Agenda
February 21, 2017 @ 9:15 a.m.**

100- INFORMATION/PRESENTATIONS:

- 101 - Introduction of New Staff
 - 101.1 - Pat Rentz, Community Services Supervisor
- 102 - Legislative Update
- 103 - Child Support Performance Improvement Plan 2016 Update
- 104 - Santa Anonymous and Adopt-A-Family Update

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 - InnerSight Counseling Group Contract 2017-18 (In-Home Services)
- 320 - Commissioner's Warrants

PURCHASE OF SERVICE AGREEMENT

The Le Sueur County Department of Human Services, hereafter referred to as the "Department", and InnerSight Counseling Group, 620 Riverview Road, St. Peter, MN 56082 hereafter referred to as the "Contractor," enter into this agreement for the period from 01-01-2017 to 12-31-2018.

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:

In-Home Family Therapy Services which include home based mental health services for children under age 18 or 21 with a diagnosis of SED or SPMI. These services may also include diagnostic assessment, individual psychotherapy, family psychotherapy, individual and family skills training to improve the basic functioning of the child with SED and the child's family.

2. Cost and Delivery of Purchased Services:

The unit cost for providing the services shall be \$79.95 per hour which will include time spent on paperwork, staffing meetings, therapy, and other approved expenses by the agency. Reimbursement for travel time may be billed at \$0.46 per minute of travel. These rates may change when the current MA reimbursement rate is adjusted, as allowed by MA policy.

3. Eligibility for Services:

The parties understand and agree that the eligibility of the client to receive purchased services shall be determined by the Department.

When the local agency has determined that the client is no longer eligible to receive purchased services from the contractor, the local agency shall so notify the contractor within 10 working days of this determination.

The contractor shall not charge a program service fee to Social Services eligible clients.

4. Payment for Purchased Services:

The contractor shall, within 1 working day following the last day of each calendar month, submit a standard claim(s). The claim(s) shall indicate the itemized amounts of time, travel and other expenses by individuals served.

The Department shall, within 30 days of the date of the receipt of the claim, make payment to the Contractor.

5. Record Requirements:

The Contractor shall complete and maintain and provide such records as required by the Department for program administration. These records shall typically include but are not limited to:

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

6. Safeguard of Client Information:

The use or disclosure by the contractor 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 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 parent or guardian. Contractor agrees 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 – If applicable, the contractor shall obtain and maintain at all times, during the terms of this agreement a fidelity bond covering the activities of its personnel authorized to receive or distribute money.*
- 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 arising out of or by reason of this Provider's Agreement. Further, provider agrees to defend at its own sole cost and expense any action or proceeding commenced for the purpose of asserting as a result of the terms or conditions set forth in this Provider's Agreement.*
- c. Insurance - The contractor does further agree that, in order to protect itself as well as the Agency 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 - \$3 Million.*

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 services, the obligations of each party hereunder shall thereupon be terminated.*
- 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. Inadequate performance or misconduct by the Contractor shall be cause for immediate termination of the agreement.*
- 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 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. 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.

10. Subcontracting:

The contractor shall not enter into subcontracts for any of the 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)

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