



Le Sueur County, MN

Tuesday, June 2, 2015

Board Meeting

Item 8

10:20 am Cindy Shaughnessy, Public Health Director (10 minutes)

Staff Contact:



LE SUEUR COUNTY PUBLIC HEALTH

Public Health
Prevent. Promote. Protect.

88 South Park Avenue
Le Center, MN 56057
Phone (507) 357-8246
Fax (507) 357-4223

Le Sueur County Board of Commissioners Meeting
June 2, 2015

Cindy Shaughnessy, Public Health Director

Agenda:

- 1) Request to approve therapy contract with Prairie River Home Care
 - Reviewed and approved by Brent Christian, County Attorney
 - Copy of contract attached

- 2) Sign Certificate of Appreciation
 - Copy of certificate attached
 - John Luther served on the PH Advisory Committee for 17 years
 - Letter of resignation effective with last year's meeting in August
 - Commissioner Lance Wetzel recruiting a replacement

- 3) Other

PRAIRIE RIVER HOME CARE, INC.
HOME HEALTH THERAPY SERVICES AGREEMENT

THIS AGREEMENT is made by and between Le Sueur County Public Health, located at 88 South Park Avenue, Le Center, MN 56057 (“County”), and Prairie River Home Care, Inc., located at 1961 Premier Drive, Suite 340, Mankato, MN 56001 (“Agency”).

Recitals

WHEREAS, Prairie River Home Care, Inc. is a duly licensed provider of physical, occupational and speech therapy services and certified to participate in the Medicare and Medicaid programs;

WHEREAS, County is a duly licensed home health care provider eligible to provide home health services to individuals;

WHEREAS, County desires for Prairie River Home Care, Inc. to provide therapy services to County's patients on an as requested, as available basis;

NOW, THEREFORE, in consideration of the terms and conditions provided herein and intending to be legally bound hereby, the parties agree as follows:

1. Duties and Obligations

During the term of this Agreement, Prairie River Home Care, Inc. agrees to comply with all state licensing standards (Minnesota Home Care Licensure Law and Rules, MN Rule 4668.0008, subp.3) and all applicable accrediting standards. Prairie River Home Care, Inc. will maintain personnel files with documentation of completion of background studies, orientation to home care requirements, current professional license, mantoux testing, annual infection control training and HIPAA training. Prairie River Home Care, Inc. agrees to make this documentation available to the County upon request.

The duties and responsibilities of Prairie River Home Care, Inc. are defined by the conditions of participation of the Federal Health Insurance Program for the aged (Title XVIII, Social Security Act: 42 United States Code Annotated Section 1395-1396 and regulations promulgated hereto, particularly those regulations relating to conditions of participation for all Home Health Agencies 42 C.F.R. Part 484. Prairie River Home Care, Inc. shall perform work in accordance with currently approved methods and standards of practice according to the appropriate Minnesota Practice Act for physical, occupational and speech therapy and in accordance with acceptable professional standards.

- a) Therapy Services. Prairie River Home Care, Inc. will provide physical therapy, occupational therapy, speech therapy to County's patients, on an as needed, as available basis. Specific services will include patient evaluation, patient

care planning, direct patient care and instructions to other health team personnel on specific patients on request from County nursing personnel. Patients are accepted for care only by the County. The County does not guarantee a minimum number of patients or patient contacts. It is understood that this is not an exclusive agreement with this Agency for said services and the County is free to seek professional services for therapy from other providers as the need arises.

Prairie River Home Care, Inc. shall neither enter into subcontracts for performance of any of the services contemplated under this Agreement, nor assign this Agreement, without prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. This Agreement allows the use of Physical Therapy or Occupational Therapy Assistants as described in Sec. 484.4 Personnel Qualifications, code of Federal Regulations with supervision as described in Sec. 484.32 Conditions of Participation: Therapy Services.

- b) Documentation. Within ten days of the date of service, Prairie River Home Care, Inc. will provide County all required documentation related to the provision of therapy and patient's medical condition, to be incorporated into patient's records that are retained by County.

2. Duties and obligations of County

- a) Record Maintenance. County shall be solely responsible for maintaining all patient records relating to the provision of medical services.
- b) Administrative Responsibility. County shall retain administrative and professional responsibility for control over and supervision of the provision of services rendered to patients in all respects, as required by state and Federal laws.

3. Compensation

- a) Fee Schedule. County shall compensate Prairie River Home Care, Inc. for services rendered to County's patients in accordance with the Fee Schedule as attached hereto, and made a part hereof (See EXHIBIT A).
- b) Invoices. Prairie River Home Care, Inc. shall submit an invoice to County and/or its agent within fifteen (15) days of the end of each calendar month.
- c) Remittance. County and/or its agent shall remit payment in full as shown on each invoice within thirty (30) days of receipt. Invoices not paid within such period shall be subject to a one and one half percent (1.5%) service fee, or the maximum allowed by law, whichever is less, for each thirty (30) day period beyond due date.
- d) Collection Costs. In any action for collection of payment hereunder the prevailing party shall be entitled to all reasonable collection agency and/or attorney collection fees, and all

reasonable attorney fees and court costs related to any legal action incurred in connection therewith.

4. Term; Termination

- a) Term. The term of this agreement shall commence as of the date hereof and shall continue in full force and effect for an initial term of one (1) year. Unless either party elects to terminate this Agreement in accordance with the terms of Section 4(b), the Agreement shall be deemed to have been automatically renewed for an additional term of one (1) year. In the event of such a renewal, the parties shall negotiate in good faith to establish updated fees for services.
- b) Termination.
 - i. Except as otherwise provided in this Section 4(b), this Agreement may be terminated by either party, without cause or penalty, by giving written notice to the other party of at least thirty (30) days.
 - ii. This Agreement may be terminated by County or Agency immediately upon written notice to the other party in the event of breach related to confidential information or non-competition as more fully set forth in Sections 7 and 8 of this Agreement. Those provisions will survive the termination of this Agreement.
 - iii. This Agreement may be terminated by either party immediately in the event of the other party's bankruptcy, insolvency, liquidation or loss of eligibility to participate in the Medicare and/or Medicaid programs.
 - iv. This Agreement may be terminated by Prairie River Home Care, Inc. for "non-payment" upon five (5) days prior written notice to County and/or its agent. However, this Agreement will continue in full force if County and/or its agent pays Prairie River Home Care, Inc. the full amount stated in the notice of termination within the five (5) day time period stated. For the purpose this Agreement, "non-payment" means non-payment for Services according to the payment terms of the Agreement.

5. Insurance

Prairie River Home Care, Inc. will obtain insurance coverage for any acts of professional malpractice or other negligence committed by Agency or its employees. The policy will be for not less than one million dollars (\$1,000,000) per claim and three million dollars (\$3,000,000) aggregate per year. Upon request, Prairie River Home Care, Inc. will provide County and/or its agent with a copy of a policy or certificate of insurance coverage. County shall maintain liability insurance that meets the limits shown below or be equal to the tort liability limits under Minnesota Statute, Chapter 466, whichever is greater: five hundred thousand dollars (\$500,000) for bodily injury or property damage to any one person and one million five hundred thousand dollars (\$1,500,000) for total injuries or damages arising from any one occurrence. Prairie River Home Care, Inc. and County shall maintain workers' compensation insurance for their

respective staff in such amounts as may be required by applicable state law. Each party shall provide the other with not less than ten (10) days prior written notice of any expiration or cancellation of such policy or policies.

6. Indemnification

Prairie River Home Care, Inc. and County will indemnify and hold each other harmless from and against all claims, demands, costs, expense, liabilities and losses, including reasonable attorneys' fees that may arise against the other as a consequence of any alleged malfeasance, neglect or medical malpractice by such party, its employees, agents or contractors.

7. Confidential Information

- a) Non-Disclosure. The parties hereto agree not to disclose any provision of this Agreement to any third party unless required by law.
- b) Confidentiality. The parties hereto shall not disclose or otherwise disseminate, either directly or indirectly, to any entity or person not employed by the respective party, or use for its benefit or for the benefit of others, any proprietary or confidential information without the prior written consent of the other party.

8. Non-Competition

During the term of this Agreement and for one (1) year after termination, the parties hereto will not directly solicit for employment therapists of the other party without written consent from the other party.

Liquidated Damages: In the event of a breach by a party of Section 8 of this Agreement, that party shall pay to the other party as liquidated damages a sum equal to Ten Thousand Dollars (\$10,000) for each therapist. In the event of a breach by a party of Section 8 of this Agreement, regarding soliciting for the provision of therapy services any therapist of the other party, the soliciting party shall pay to the other party as liquidated damages (and not as a penalty) Ten Thousand Dollars (\$10,000) as to each therapist where a violation of Section 8 occurs. The parties agree that the aforesaid amounts are a reasonable estimate of the damages that would be incurred by the injured party in the event of a breach of Section 8.

9. Independent Contractors

This Agreement is a contract between independent parties and shall not be construed to create any relationship other than that of independent contractors.

10. Compliance with Title VI of the Civil Rights Act of 1964

The parties will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352) and all requirements imposed by applicable regulations of the U.S. Department of Health and Human Services regarding discrimination on the grounds of race, color, handicap or national origin or

exclusion from participation, denial of benefits or other discrimination under any program or activity provided by either party.

11. Compliance with Health Insurance Portability and Accountability Act (HIPAA)

The parties acknowledge that, during the term of this agreement, protected health information as defined under 45 C.F.R. Parts 160 and 164 may be disclosed to Prairie River Home Care, Inc. pursuant to the provision of therapy services under this Agreement. Prairie River Home Care, Inc. agrees to comply with County's applicable requirements of law relating to protected health information and with respect to any task or other activities Prairie River Home Care, Inc. performs on behalf of County, to the extent County would be required to comply with such requirements. Both County and Prairie River Home Care, Inc. agree to compliance with confidentiality of protected health information as required by the Health Insurance Portability and Accountability Act ("HIPAA") and any statutes and regulations thereunder.

12. Miscellaneous

- a) Amendment and Waiver. This Agreement may be amended, altered, waived or terminated only in writing signed by both parties to this Agreement.
- b) Controlling Law. This Agreement shall be governed by the laws of the State of Minnesota.
- c) Assignment. This Agreement may not be assigned by either party without the written consent of the other party, except where substantially all of the assets or stock of the assigning party is sold or otherwise transferred.
- d) Compliance with Federal Anti-Kickback Law. Nothing in this Agreement shall be construed as an offer or payment by one party to the other party of cash or other remuneration, either directly or indirectly, in exchange for patient referrals or for arrangement for or recommendation of orders for any item or service.

13. Notices

All notices, requests, demands and other communications required or permitted under this Agreement will be in writing and deemed to have been received when personally delivered or upon actual receipt of registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to County: Le Sueur County Public Health
88 South Park Avenue
Le Center, MN 56057
Attention: Cindy Shaughnessy, Director

If to Agency: Prairie River Home Care, Inc.
1961 Premier Drive, Suite 340
Mankato, MN 56001

Any party may change its address by giving notice in accordance with the provisions of this Section 13.

IN WITNESS WHEREOF, this Agreement shall be effective as of _____.

Prairie River Home Care, Inc.

By: _____ Date: _____

Le Sueur County Public Health

By: _____ Date: _____
Cindy Shaughnessy, Director

EXHIBIT A
THERAPY RATES FEE SCHEDULE

County agrees to compensate Prairie River Home Care, Inc. for services as follows:

For Physical Therapy, Occupational Therapy and Speech Therapy services on an as needed, as available basis, at the rate of:

Per visit - \$180.00 (includes documentation, travel time and 90 miles round trip mileage)

Certificate of Appreciation

John Luther

On behalf of Le Sueur County, we would like to
Thank you for your **17** years of service as a member of the Public Health
Advisory Committee. Your commitment to the citizens of Le Sueur County is
truly appreciated.

June 2, 2015

Commissioner Steve Rohlfig

Commissioner Lance Wetzel

Commissioner Joseph Connolly

Commissioner John King

Commissioner David Gliszinski