

PURCHASE OF SERVICE AGREEMENT

The Aitkin County Health & Human Services, 204 – 1st Street NW, Aitkin, MN 56431, hereafter referred to as the AGENCY, and New Pathways, Inc., PO Box 366, 310 South Ashland Street, Cambridge, MN 55008 (Program Facility located at: 714 South 6th Street, Brainerd, MN 56401), hereafter referred to as the CONTRACTOR enter into this agreement for the period from January 1, 2012 to December 31, 2012.

WITNESSETH

WHEREAS, the AGENCY understands that New Pathways, Inc. has partnered with area churches to provide a program called the New Pathways' Interfaith Hospitality Network-Brainerd Site.

WHEREAS, New Pathways provides case management services during the daytime and the area churches provide hospitality of food, companionship, and overnight lodging within the church building during the nighttime; 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 DUTIES:**

- A. The CONTRACTOR agrees to furnish services to a population of homeless families with children from Aitkin County.
- B. Services and hospitality will be provided 24 hours a day, 7 days a week, including holidays, in the following manner:
 - 1. The day center will provide services between the hours of 8:00 a.m. and 4:45 p.m.
 - 2. The local churches will provide hospitality between the hours of 5:00 p.m. and 7:30 a.m.
 - 3. Transportation to the host church will be provided at 4:45 p.m.
 - 4. Transportation to the day center will be provided at 7:30 a.m.
- C. Day center services will include:
 - 1. Case Management
 - 2. On-site skills training consisting of job skills, parenting skills, life skills, and healthy living.
 - 3. On-site school teacher for children who were in a school district other than District 482, when appropriate
 - 4. Personal care items
 - 5. Transportation
 - 6. Clothing
 - 7. Shower facilities
 - 8. Laundry facilities
 - 9. Telephone numbers and addresses
 - 10. Internet and computer access
 - 11. Advocacy
 - 12. 6 month follow-up after discharging from the program
 - 13. Assistance locating housing and employment

D. Host church services include:

1. Three meals a day (dinner, breakfast, and a packed lunch)
2. Hospitality
3. Overnight lodging
4. Health and wellness checks at churches that have a parish nurse

II. COST AND DELIVERY OF PURCHASED SERVICES

- A. The total amount to be paid for services performed and goods or material supplied by the CONTRACTOR pursuant to this Agreement shall be paid by the AGENCY at the rate of \$25.00 per family per day. This rate applies to any family from Aitkin County that is served by New Pathways' IHN Homeless Program and only for the actual days served. "Family from Aitkin County" is defined to be a family having established a residence in Aitkin County for at least thirty (30) days. Contractor and Agency will be in communication in order to ascertain this residency requirement.
- B. The CONTRACTOR certifies that the services to be provided under this agreement are not otherwise available without cost to eligible clients. 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.

III. PAYMENT FOR PURCHASED SERVICES

- A. Certification of expenditures: The CONTRACTOR must, within fifteen working days following the last day of each calendar month, submit a standard invoice for services purchased to the Aitkin County Health & Human Services AGENCY. The invoice must show a monthly record of units served.
- 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.

IV. DUTIES OF THE AGENCY

The AGENCY agrees to the following:

When/if the AGENCY has determined that a unit is not eligible, the AGENCY shall notify the CONTRACTOR within 24 hours of that determination.

V. AUDIT AND RECORD DISCLOSURES

The CONTRACTOR will:

- A. Submit all reports requested by the AGENCY under this section within thirty (30) days of the request, unless an extension of time is approved by the AGENCY.
- B. Allow personnel of the AGENCY, the Minnesota Department of Human Services, and the U.S. Department of Health and Human Services, access to the CONTRACTOR'S facility and records at reasonable hours to exercise their responsibility to monitor purchased services.
- C. If the collection of social service fees is delegated to the CONTRACTOR, the CONTRACTOR must provide the AGENCY with information about fees collected and the fee sources.

- D. Maintain all Direct Service records pertaining to the contract at New Pathways, Inc, 714 South 6th Street, Brainerd, MN 56401 and all financial records will be maintained at New Pathways' Business Address, PO Box 366, 310 S. Ashland St., Cambridge, MN 55008 for four years for audit purposes.
- E. Comply with policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, as defined and described in Department of Human Services rules and manuals.

VI. DATA PRACTICES

- A. The collection, maintenance, and dissemination of data pertaining to eligible persons shall be in accordance with Minnesota Statutes Chapter 13.
- B. HIPAA Protocol:
The CONTRACTOR provides assurances to the AGENCY that it will comply with Health Information Portability and Accountability Act (HIPAA) requirements necessary to protect individual identifying health information (IIHI). Use and disclosure will require that all IIHI be:
 1. appropriately safeguarded;
 2. any misuse of IIHI will be reported to the AGENCY;
 3. secure satisfactory assurances from any subcontractor;
 4. grant individuals access and ability to amend their IIHI;
 5. make available an accounting of disclosures; release applicable records to the AGENCY or Department of Human Services if requested; and
 6. upon termination, return or destroy all IIHI in accordance with conventional record destruction practices.

VII. EQUAL EMPLOYMENT OPPORTUNITY-CIVIL RIGHTS

- A. In accordance with the AGENCY'S Affirmative Action Policy and the County Commissioners' policies against discrimination, no person shall illegally, on the grounds of race, color, religion, sex, marital status, handicap, age, or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity hereunder in accordance with the provisions of any and all applicable federal and state laws against discrimination. The CONTRACTOR agrees to comply with the requirements of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973.
- B. The CONTRACTOR certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363.073. 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.

VIII. FAIR HEARING AND GRIEVANCE PROCEDURE

- A. The AGENCY will advise applicants and eligible recipients of all of their rights to a fair hearing and the appeal process including, but not limited to , the right to appeal, a denial or exclusion from the program or failure to recognize an eligible recipient's choice of a service and of his/her right to a fair hearing in these respects. The AGENCY will make arrangements to provide such hearings.

- B. The CONTRACTOR will establish a system through which eligible recipients may present grievances about the operation of the service program, and the CONTRACTOR will advise eligible recipients of this right.

IX. INDEMNITY

- A. The CONTRACTOR agrees to defend, indemnify, and hold harmless the AGENCY and its commissioners, officers, employees, volunteer workers, and agents against any and all liability, loss, damages, costs and expenses, including attorney's fees which the AGENCY may sustain, incur, or be required to pay:
1. By reason of any eligible recipient suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving the care and services to be furnished under this Agreement, or while on premises owned, leased, or operated by the CONTRACTOR, or while being transported to or from the premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the CONTRACTOR or any officer, agent, or employee thereof;
 2. By reason of any eligible recipient causing injury to, or damage to, the property of another person during any time when the CONTRACTOR or any officer, agent, or employee thereof has undertaken or is furnishing the care and services called for under this Agreement;
 3. By reason of any person employed by the CONTRACTOR or who acts as an agent of the CONTRACTOR, its agents, officers, or employees during the performance of purchased services under this Agreement;
 4. By reason of any negligent act or omission or intentional act or omission of the CONTRACTOR, its agents, officers, or employees during the performance of purchased services under this Agreement.

X. INSURANCE

- A. The CONTRACTOR agrees that to protect itself as well as the AGENCY under the indemnity clause in this Agreement, it will at all times during the term of this Agreement have and keep in force the following insurance:
1. A general liability insurance policy in an amount of not less than \$500,000 for bodily injury or property damage to any one person, and \$1,500,000 for total injuries or damages arising from any one incident. This clause does not constitute a waiver of the County's governmental immunity or liability limits under Minnesota Statute 466 or other law.
 2. An automobile liability insurance policy covering owned, non-owned, and hired vehicles used in the provision of services under this Agreement, in an amount not less than \$1,000,000 per accident for property damage, \$1,000,000 for bodily injuries or death or damages to any one person, and \$2,000,000 for total bodily injuries or damages arising from any one accident or occurrence.
 3. Professional liability insurance policy covering personnel providing purchased services under this Agreement in an amount of not less than \$600,000 for bodily injuries, property damage, and personal injuries.
 4. Worker's Compensation in the required statutory amounts, if applicable.
- B. The CONTRACTOR shall maintain at all times during the term of this Agreement a fidelity bond in the amount of at least \$10,000 subject to a deductible not to exceed \$500, covering the activities of each person handling monies under the terms of this Agreement.
- C. This insurance requirement is intended to protect the AGENCY at a minimum to the liability limits set forth in Minnesota Statutes, Section 466.04. If the liability limits of

Minnesota Statutes, Section 466.04 are amended, the CONTRACTOR agrees to renegotiate this Agreement with the AGENCY to provide insurance coverage in conformance with the requirements of Minnesota Statutes, Section 466.04.

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 Statute, Section 16C.03, subd. 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 obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract;
 - 2. violated 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 indicated 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 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' OBLIGATION:

- A. It is understood and agreed that in the event the reimbursement to the AGENCY from State and Federal sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder must 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.
- C. Before the termination date specified in Section 1 of this Agreement, the AGENCY may evaluate the performance of the CONTRACTOR in regard to 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 must 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 the Agreement will be allowed by the AGENCY, nor must 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 must be considered to be a modification of the 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. 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 contact with infectious agents.

XIII. SUBCONTRACTING

- A. The CONTRACTOR agrees not to enter into subcontracts for any of the work contemplated under this contract without written approval of the AGENCY.
- B. All subcontractors must be subject to and must meet all the requirements of this contract.
- C. The CONTRACTOR must ensure that any and all subcontracts to provide services under this contract must contain the following language:

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 equity, including but not limited to rescission, damages, or specific performance, of all or any part of the contract. Minnesota Department of Human Services is entitled to and may recover from the provider reasonable attorneys 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.

- D. 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. MISCELLANEOUS

The CONTRACTOR acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as third-party beneficiary, is an affected party under this agreement. The CONTRACTOR 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 CONTRACTOR for any appropriate relief in law or performance of all or any part of the agreement between the County Welfare Board and the CONTRACTOR. The CONTRACTOR specifically acknowledges that the Aitkin County Health & Human Services Board and the Minnesota Department of Human Services are entitled to and may recover from the Contractor 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 the agreement of 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 of immunity.

XVI ENTIRE AGREEMENT

It is understood and agreed that the entire contract of the parties is contained herein and this contract supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

IN WITNESS WHEREOF, the AGENCY and the CONTRACTOR have executed this agreement as of the day and year first written above.

BY: _____
Thomas Burke, Director, Aitkin County Health & Human Services

Date: _____

BY: _____
Mark Wedel, Chairperson, Aitkin County Board of Commissioners

Date: _____

BY: _____
New Pathways Representative

Date: _____

Printed Name & Title of Person Signing for New Pathways

APPROVED AS TO FORM AND EXECUTION:

BY: _____
Jim Ratz, Aitkin County Attorney

Date: _____