

**PURCHASE OF SERVICE AGREEMENT**

Aitkin County Health and Human Services Department, South Courthouse Annex, 204-1st Street NW, Aitkin, MN 56431, hereafter referred to as the "County" and Connections FSE Services, 15676 Fish Point Road, Prior Lake, MN 55372, referred to as "Provider", enter into this agreement for the period from July 1, 2012 to June 30, 2015, subject to the cancellation provisions herein.

**WITNESSETH**

**WHEREAS**, Connections FSE Services an independent contractor, organized and appropriately licensed to be a Fiscal Support Entity, and

**WHEREAS**, the Agency wishes to purchase such services from the Contractor;

**NOW, THEREFORE**, in consideration of the mutual understandings and agreements set forth, the Agency and Contractor agree as follows:

I. Description of Services

A. The Provider will provide services as described in Attachment A, hereinafter referred to as The Attachment. The Attachment is incorporated into and made part of this Agreement. These services shall be referred to as "Purchased Services".

B. The Purchased Services are briefly described in the following summary:

Purchased Services are the administrative services required to provide direct client services. Purchased Services can be either Waiver billing and payroll services for Eligible Recipients (as defined in Section 6 of this Agreement) who wish to act as direct employers of their support staff or Waiver billing and employer of record services for those eligible recipients who wish to select and direct support staff services but do not wish to act as the employer. Purchased Services are administrative supports to outcome-based services provided in response to the eligible recipient's identified needs as specified in the Community Support Plan (CSP), Consumer Directed Budget, and Health and Safety Plan, based upon the needs and preferences of the Eligible Recipient and the Eligible Recipient's personal goals, and are consistent with the principles of least restrictive environment, self-determination, and other rights of Eligible Recipients.

C. Purchased Services shall be provided at the Eligible Recipient's residence, at various locations in the community, and/or at sites specified in the Eligible Recipient's Community Support Plan and/or in the Attachment.

D. The County is committed to including outcomes as a critical part of defining and managing contracted services. The County and the Provider agree that this is a critical part of an effective service delivery system, and agree as follows:

1. The provider will diligently strive to attain outcomes included in the contract attachment, and will maintain records and submit reports showing actual results.
2. That management of services with the respect to outcomes is a continuing process requiring ongoing refinement and that the County and the Provider agree to maintain a commitment to that process.

II. Cost of the Agreement

- A. Total payment under this Agreement will equal the number of administrative units of service provided to Eligible Recipients paid for at authorized rates.
- B. Provider changes to authorized rates must be done in accordance with the following parameters:
  1. Provider must give 60 days written notice of rate changes to Aitkin County Health and Human Services.
  2. Rates that are reflected in the existing Consumer Directed Budget (Attachment C) are expected to be effective for the duration of the agreement. At the time of the service agreement renewal, as defined in MMIS Service Authorization, the current provider rates for that start date will be utilized for the for the following year's service agreement.
  3. The rates used in establishing a Medicaid Management Information System (MMIS) Service Authorization are established with a start date during the effective period of the rate.
  4. The Provider must give 60 days prior written notice to consumers of purchased services, their legal representative, and the county case manager on rate changes effecting service authorization/agreement renewal.
- C. The County does not guarantee to purchase any minimum amount of services under this Agreement. The number of persons served will not exceed the number of Eligible Recipients authorized for service.

III. Payment for Services

- A. Purchased services shall be furnished and payment shall be made for those services in the following manner and as described in the Attachment:
1. Except as noted in the Attachment, no advance payments will be made under this Agreement.
  2. The applicable unit rates and/or reimbursement levels for the Eligible Recipient services provided under this Agreement are listed in the Attachment of this Agreement.
  3. The Provider will bill the State of Minnesota for actual Consumer Directed Community Support (CDCS) services and retain a portion of the funds collected based on administrative services provided and applicable unit rates and/or reimbursement levels as described in Consumer Directed Budget.
  4. The Provider shall not charge Eligible Recipients purchasing services a program service fee in any form.
  5. The parties agree that for Eligible Recipients under the age of 18, their parent(s) shall be liable for a parental contribution if the Eligible Recipients receives Medical Assistance (MA) services.
- B. If reviews by the County of the Provider's financial statement show that returns are being realized by the Provider which are higher than reasonable, the parties agree to review the reimbursement level. The Provider may submit requests to amend the contract to adjust the reimbursement level and the County agrees to consider such requests.
- C. If the County discovers through audit or other means that the Provider has supplied incorrect information to the County which has caused reimbursement levels either to be established or continued which are higher than reasonable and necessary for the Purchased Services, the County may adjust total payments to the Provider to an amount which is based on reimbursement levels which are reasonable as determined by the County.

IV. Method of Payment

- A. The Provider shall submit invoices to the State of Minnesota for all Home and Community-Based Waivered Services provided.
- B. The State of Minnesota shall pay the Provider following the policies and procedures established for payment of Medical Assistance services.

- C. In the event that services provided to Eligible Recipients may be reimbursed by third party payers, the Provider shall bill said third party payers before billing the State of Minnesota.
- D. The Provider agrees to notify the State if full or partial payment is received from any other source other than this Agreement for any Eligible Recipient also paid for by the State. In such cases, the Provider shall return to the State any duplicate payment by the State for such Eligible Recipients.
- E. The parties understand and agree that the Provider will have sole responsibility for the collection of other fees or revenue. Further, that the County shall accept no responsibility for the subsidization of bad debts related to other revenue for Purchased Services.

V. Eligibility for Service

- A. In all cases where Aitkin County is the county of financial responsibility:
  - 1. The County shall have the responsibility for determining eligibility in accordance with Minnesota Rules, Parts 9525.1820 and 9525.1830 now in force or as hereafter enacted or any other applicable Statute or Rule for all applicants to receive Purchased Services. Applicants authorized by the County are referred to as "Eligible Recipients".
  - 2. Purchased Services shall be provided only to those individuals who have been specifically approved by the County. The County's approval will reflect both programmatic and financial considerations. Purchased Services require prior written approval by the County. Waiver services approval will take the form of a MMIS service agreement.
- B. In all cases where Aitkin County is not the county of financial responsibility, the Provider is responsible to obtain approval for service and payment directly from the financially responsible county or from other payment sources. Aitkin County assumes no financial responsibility to the Provider for Purchased Services provided to any Eligible Recipient who is determined not to be the financial responsibility of Aitkin County. When applicable, the Provider will ensure that other counties have obtained Host County concurrence before starting service.

VI. Additional Understandings

- A. The Provider agrees to comply with all the State of Minnesota Continuing Care Administration Fiscal Support Entity Medical Assistance Enrollment Readiness Review requirements and to be certified by the Department of Human Services (DHS) as a Fiscal Support Entity. The Provider is to be an enrolled Medical Assistance provider and to comply with all other federal and state requirements.

- B. Any advances a provider makes in anticipation of reimbursement without an MMIS service authorization and an approved Consumer Directed Budget are made at the provider's risk and no guarantee from the County of reimbursement.
- C. The Provider is responsible for the payment of services within the amount authorized on MMIS and according to the Community Support Plan approved by Aitkin County Case Manager(s).
- D. The Provider is financially responsible for payments made in excess of the amount authorized in MMIS.
- E. The Provider agrees to provide the following reports in addition to the report requirements of Section 9 of the Agreement:
  - 1. The Provider shall submit, within fifteen (15) calendar days after the end of each month, the monthly client specific financial report, Client Monthly Report, to client/parents/legal representatives.
  - 2. The Provider shall submit a report to Aitkin County any time a client's actual year-to-date spending exceeds the client's year-to-date budget spend plan by fifteen percent (15%), under spending by fifty percent (50%) and any unauthorized overtime, within fifteen (15) calendar days, after the end of the month, in which the variance occurred. FSE Reporting CDCS Underspending, Overspending and Overtime (See Attachment D).
  - 3. The Provider shall submit to the county case manager, within thirty (30) calendar days after the end of each quarter the Provider Quarterly Report (Attachment B).
- F. Provider termination of client services. The Provider agrees to provide sixty (60) calendar days written notice to the client/parents/legal representatives and county whenever the Provider proposes to terminate service(s) to a client. The written notice must include the specific grounds for termination of services(s). The Provider agrees not to terminate the services(s) to a client prior to the proposed date unless delay would seriously endanger the health, safety, or well being of the client or others.

VII. Delivery of Services

- A. The Provider shall make every reasonable effort to maintain sufficient staff, facilities, equipment, etc. to deliver the Purchased Services. The Provider shall immediately notify the County in writing whenever it is unable to, or going to be unable to, provide the required quality or quantity of Purchased Services. Upon such notification, the County and the Provider shall determine whether such inability will require a modification or cancellation of this Agreement.

- B. Except as otherwise provided herein, the Provider shall maintain in all respects its present control over and autonomy with respect to:
1. The application of its intake procedures and requirements to Eligible Recipients;
  2. The methods, times, means, and personnel for furnishing Purchased Services to Eligible Recipients;
  3. The determination of when to terminate the furnishing of Purchased Services to Eligible Recipients.
- C. Nothing in this Agreement shall be construed as requiring the Provider to continue the provision of Purchased Services to or for any specific Eligible Recipient, subject to the requirements which may be applied in clauses in this Agreement pertaining to compliance with Licenses, Laws, Rules, and Regulations; Equal Employment Opportunity and Civil Rights; and Fair Hearing and Grievance Procedure.

VIII. Records, Report, Audit and Monitoring Procedures

A. Records:

1. The Provider agrees to maintain the following records:
  - a. Financial records through an accounting system which sufficiently and properly reflects all revenue received and all direct and indirect costs of any nature incurred in the performance of this Agreement.
  - b. Program and service delivery records, as required by the County and by the Minnesota Department of Human Services. Such records may include, but not be limited to: individual eligible recipient case files and program plans; demographic information; enrollment, attendance, and/or utilization information; and information about the type and amount of services provided, such as output and outcome information.
2. The Provider agrees to maintain all program and financial records for six (6) years for audit purposes. However, if the County furnishes written notice during this period requesting retention of records to allow completion of an audit by the County or its ultimate sources of funds, the Provider shall retain records for the period requested.

B. Report and Information Requirements

1. The Provider agrees to submit the following report:
  - a. Quarterly Line Item Expense and Revenue Reports and utilization reports must be submitted within thirty (30) days after the end of each quarter unless otherwise indicated in writing by the County.
  - b. Annual Revenue and Expense Statement and a Balance Sheet must be submitted within ninety (90) days of the end of the Provider's accounting year. These annual reports must reflect the accrual of all accounts as of the end of the period. If an independent audit is performed, the Provider agrees to submit a copy to the County.
  - c. Program/service reports as required by the County or the State. Such reports may include: demographic information; enrollment, attendance, and/or utilization information; and information about type and amount of services provided such as output and outcome information.
2. The Provider agrees to inform the County, in writing, of key staff, licensure, and Board of Directors membership changes within five (5) days after occurrence, or the sale of at least fifty percent (50%) of Providers assets to another entity.
3. The County may duplicate, use, and disclose in any manner consistent with applicable law, and have others do so, all data delivered under this Agreement.

C. Audit and Monitoring Procedures:

1. The Provider agrees that the County, the Minnesota Department of Human Service, and the U.S. Department of Health and Human Services, the State Auditor or Legislative Auditor, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, shall have access to and the right to audit, examine, copy, excerpt, and transcribe any program and fiscal books, documents, papers, records, etc., and accounting procedures and practices of the Provider which are relevant to this Agreement. Such access must be consistent with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, now in force or as hereafter enacted and with the Minnesota Statutes Section 16C.05, Subdivision 5. Such materials shall be maintained and such access and rights shall be in force and effect during the period of this Agreement and for six (6) years after its termination or cancellation.

2. The Case Manager or other personnel of the County may conduct periodic site visits to determine compliance with this Agreement and evaluate the quality of services purchased under this Agreement. Such visits may be made with or without prior notice at any time within the hours of operation of the Provider.
  3. The County reserves the right to evaluate, and to authorize independent evaluations of the Purchased Services.
- D. The Provider agrees to include the requirements of this clause in all approved subcontracts and assignments.

IX. Compliance

- A. When required, the Provider shall remain licensed by the State during the term of this Agreement. The County will only pay for Purchased Services provided pursuant to such licensing provisions when required.
- B. When licensing is required, loss of the same shall be cause for cancellation of this Agreement effective as of receipt of notice of cancellation, other provisions for cancellation of this Agreement notwithstanding.
- C. The Provider shall comply with all applicable Federal, State, and local statutes, regulation, rules, ordinances, and Aitkin county policies, now in force or as hereafter enacted.
- D. The Provider certifies that their organization and their staff and their principals are not suspended or debarred, and therefore are not excluded from receiving government funds under Federal Office of Management and Budget Circular A-133 Compliance Supplement.
- E. The Provider and all of its subcontractors who furnish contracted mental health services further agree to comply with the provisions of the Minnesota Mental Health Act, and Children's Mental Health Act Minnesota Statutes, Sections 245.461 to 245.4888, and implementing rules, now in force or as hereafter enacted, as a condition of payment for services rendered under this Agreement.
- F. The Provider who furnishes contracted homemaker/chore services further agrees to comply with all applicable Federal and State Statutes, rules, and regulation, including but not limited to Minnesota Statutes 144A.43 to 144A.48, Minnesota Rules, Chapter 9565.1000-1300 now in force or as hereafter enacted.
- G. In the event that Purchased Services are funded through a grant or a funding source other than Aitkin county, Provider shall also comply with all applicable conditions of such grant or funding source.



H. The Provider agrees to comply with the applicable State of Minnesota Rules governing social service now in force or as hereafter enacted. Provider also agrees as follows:

1. Application and Eligibility Requirements – The Provider must obtain a written application for each individual and make a determination of eligibility prior to furnishing services to the individual. Exceptions to this requirement are for services which are limited and transitory in nature, and in cases where the County has obtained the client’s application.
2. Individual Service Plan – The amount, frequency, and duration of Purchased Services will be provided in accordance with the Eligible Recipient’s Individual Service Plan, and where applicable, the individual’s habilitation plan, and services shall be directed toward Eligible Recipient’s achievement of goals and outcomes.
3. Monitoring and Evaluation – The County will monitor and evaluate Eligible Recipients’ achievement of goals and outcomes identified in individual services plans.
4. Client Fees – In cases where the Provider is not prohibited by this Agreement from charging program fees to clients, fees must be based on the client’s ability to pay, fees must not be based on a minimum charge to all client, and fees may not be charged to recipients of public assistance maintenance grants.
5. Lead County Contract – It is understood and agreed that the terms and conditions of this contract constitute a host county agreement, and that such terms and conditions shall be binding upon all Minnesota counties purchasing services hereunder as well as the Provider.
6. Discharge and Termination Procedures – The Provider shall establish written procedures for discharge or termination of services to an individual client. Such procedures shall be in accordance with the applicable laws and regulations, and shall be deemed to be part of this Agreement. Exceptions to this requirement are for services which are limited and transitory in nature.
7. Staffing Information, including proof of applicable licensure or certification and an exposition of staffing, including job descriptions and professional qualifications of personnel, submitted by Provider and attached to this Agreement or maintained in County files, are deemed to be part of this Agreement.

X. Data Privacy

- A. The Provider agrees to abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, The Health Insurance Portability and Accountability Act and Rules (HIPAA), if applicable, and all other applicable state and federal laws, rules and regulations relating to data privacy or confidentiality, and as any of the same may be amended. Supplemental to any indemnification provision herein, Provider agrees to defend and hold harmless the County, its officers, agents and employees from any claims resulting from Provider's unlawful disclosure and/or use of such protected data.
- B. In accordance with the Minnesota Statutes, Section 13.46, Subdivision 10 now in force or as hereafter enacted, the Provider shall appoint the responsible authority who shall allow the responsible authorities in the Medicaid system access to data classified as restricted when access is necessary for the administration and management of programs or as authorized or required by State or Federal law. The Provider shall notify the County of the name of the responsible authority which shall be maintained in County files and deemed to be part of this Agreement.

XI. Equal Employment Opportunity and Civil Rights and Non-Discrimination Clause

- A. The Provider agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000E), including Executive Order No 11246 and Title VI (42 USC 2000D), and with the Rehabilitation Act of 1973, as amended by Section 504.

XII. Indemnification and Insurance

- A. Indemnification. The Provider agrees to defend, indemnify, and hold harmless the County, its officials, officers, agents, volunteers, and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorneys' fees, resulting directly or indirectly from any act or omission of the Provider, its subcontractors, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this contract, and against all loss by reason of the failure of the Provider to perform fully, in any respect, all obligations under this contract. Acts or omissions include, but are not limited to, the following:
1. Any applicant or 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 Provider, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the Provider or any officer, agent or employee thereof; or



4. The following insurance is required in cases where money has been advanced to the Provider or where money belonging to Eligible Recipients is in the custody and control of the provider.

Employee Dishonesty \$500,000

5. The following insurance is required in cases where the provider's staff or volunteers are performing counseling and/or health care services under this Agreement:

Professional Liability-Per Claim and Aggregate \$1,500,000

The insurance must be maintained continuously for a period of two (2) years after the termination of this Agreement.

- C. An umbrella or excess liability policy over primary liability insurance coverages is an acceptable method to provide the required insurance limits.
- D. The above establishes minimum insurance requirements. It is the sole responsibility of the Provider to determine the need for and to procure additional insurance that may be needed in connection with the Agreement. Copies of insurance policies shall be submitted to the County upon written request.
- E. The Provider shall not commence work until it has obtained required insurance and filed with the County a properly executed Certificate of Insurance that clearly evidences the required insurance coverages. The certificate shall name Aitkin County as the certificate holder and as an additional insured for the Commercial General Liability coverage with the respect to operations covered under the contract. The certificate should also show that Aitkin County will receive 30 days' prior written notice in the event of cancellation, nonrenewal, or material change in any described policies.
- F. The Provider shall furnish to the County updated certificates during the term of the Agreement as insurance policies expire. If the Provider fails to furnish proof of insurance coverages, the County may withhold payments and/or pursue any other right or remedy allowed under the contract, law, equity, and/or statute.
- G. If the Provider is unable to obtain a required insurance coverage, or if a coverage is not renewed or is cancelled during the term of this Agreement, the Provider shall make immediate good faith efforts to obtain or replace the coverage in the open market. If such efforts are unsuccessful, the Provider shall immediately apply to the Minnesota Joint Underwriting Association for the insurance coverage.

- H. The Provider shall require that each independent contractor rendering counseling, health care or other professional services to recipients under this agreement furnish proof to the Provider of Professional Liability and Commercial General Liability insurance coverages in the amounts of \$1,500,000, and provide updated certificates of insurance as insurance coverages expire.

XIII. Independent Contractor

The Provider shall select the means, method, and manner of performing the services herein. Nothing is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Provider as the agent, representative, or employee of the County for any purpose or in any manner whatsoever. The Provider is to be and shall remain an independent contractor with respect to all services performed under this Agreement. The Provider represents that it has or will secure at its own expense all personnel required in performing services under this Agreement. Any and all personnel of the Provider or other persons while engaged in the performance of any work or services required by the Provider under this Agreement shall have no contractual relationship with the County, and shall not be considered employees of the County. Any and all claims that may or might arise under the Minnesota Economic Security Law or the Worker's Compensation Act of the State of Minnesota on behalf of said personnel, arising out of employment or alleged employment, including, without limitation, claims of discrimination against the Provider, its officers, agents, contractors, or employees shall in no way be the responsibility of the County. The Provider shall defend, indemnify, and hold harmless the County, its officials, officers, agents, volunteers, and employees from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever for the County, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Re-employment Compensation, disability, severance pay, and retirement benefits.

XIV. Conditions of the Parties' Obligations

- A. It is understood and agreed that if during the term of this Agreement reimbursement to the County from State and/or Federal sources is not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quantity of Purchased Services, or if the County's final budget as approved by the County Board changes the amount budgeted for this particular program or this service area for any portion of the term of this Agreement, then the County may cancel or amend this Agreement; provided that any cancellation of this Agreement shall not relieve the parties of any obligations or liabilities already accrued prior to the effective date of such cancellation.

- B. When required, the Provider will assist the County with the proper documentation for completing forms and reports in compliance with the regulations of all State and Federal agencies, including but not limited to the Minnesota State Department of Human Services, Social Security Administration, National Institute on Mental Health, and any regulatory agency acting under aegis of the United States Department of Health and Human Services and other public sources of financial assistance.
- C. The Provider will comply with all of the provisions of:
1. The Maltreatment of Minors Reporting Act, Minnesota Statutes, beginning with Section 626.556, and all applicable Minnesota Rules, as promulgated by the Minnesota Department of Human Services implementing such Act now in force or as hereafter enacted.
  2. The Vulnerable adults Reporting Act, Minnesota Statutes, Beginning with Section 626.577, and all rules promulgated by the Minnesota Department of Human Services implementing such act now in force or as hereafter enacted.
- D. If the County has sufficient reason to believe that the safety or well-being of Eligible Recipients receiving service hereunder may be endangered by actions of the Provider, its agents, and/or employees, the County may require the immediate cessation of services to Eligible Recipients, as well as their removal from the facility, and may discontinue referrals to the Provider. This action may be taken forthwith and may continue for such period which is reasonably necessary for determination by the County that the safety and well-being of Eligible Recipients has been assured. Resumption of services by the Provider may be authorized upon such assurance. If it is determined that the safety or well-being of Eligible Recipients will remain in jeopardy by the further provision of services, the County may terminate this Agreement pursuant to clause 22 of this Agreement. No payments shall be made for the period during which services are suspended unless otherwise determined by the County.
- E. No claim for services furnished by the Provider, not specifically provided in the Agreement, will be allowed by the County, nor shall the Provider do any work or furnish any material not covered by the Agreement, unless this is approved in writing by the County. Such approval shall be considered to be a modification of this Agreement.
- F. In the event that there is a revision of federal regulations that might make this Agreement ineligible for federal or state financial participation, all parties will review the Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new federal or state regulations.

XV. Subcontracting

All subcontracts shall be subject to the requirements of this contract and the Provider shall be responsible for the performance of any/all subcontractors.

XVI. Default

- A. If the Provider fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute a default. Unless the Provider default is excused by the County, the County may upon written notice immediately cancel this Agreement in its entirety. Additionally, failure to comply with the terms of this Agreement shall be just cause for the County to delay payment until the Provider complies. In the event of a decision to withhold payment, the County shall furnish prior written notice to the Provider.
- B. Notwithstanding any provision of this Agreement to the contrary, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of this Agreement by the Provider. Upon notice to the Provider of the claimed breach and the amount of the claimed damage, the County may withhold any payments to the Provider for the purpose of set-off until such time as the exact amount of damages due the County from the Provider is determined. Following notice from the County of the claimed breach and damage, the Provider and the County shall attempt to resolve the dispute in good faith.
- C. The above remedies shall be in addition to any other right or remedy available to the County under this contract, law, statute, rule, and/or equity.
- D. The County's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.

XVII. Cancellation and Finalization

- A. This Agreement or a portion thereof may be cancelled by either party at any time, with or without cause, upon thirty (30) days' written notice, delivered by certified mail or in person.
- B. after receipt of a notice of cancellation, and except as otherwise directed, the Provider shall:
  - 1. Discontinue provision of Purchased Services under this Agreement on the date, and to the extent specified, in the notice of cancellation.

2. Cancel all orders and subcontracts to the extent that they relate to the performance of Purchased Services cancelled by the notice of cancellation.
3. Settle all outstanding claims and liabilities for orders and subcontracts existing at the time of the notice of cancellation, provided, however, that the claims and liabilities for orders and subcontracts had been approved by the County
4. Complete performance of such Purchased Services as shall not have been cancelled by the notice of cancellation.
5. Submit a revenue and expense statement for the performance of Purchased Services prior to the effective date of cancellation within thirty (30) days of said date.
6. Maintain all records relating to performance of the cancelled portion of the Agreement as may be required by the County.
7. Notify all clients and any other counties of financial responsibility of the cancellation of this Agreement.

XVIII. Miscellaneous

- A. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supercedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.
- B. Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an Amendment or Ministerial Adjustment to this Agreement signed by the Provider and by the County Board or the County Department Director (or designee).



**IN WITNESS WHEREOF**, The County and the Provider have executed this Agreement as of the day and year first above written:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Director, Aitkin County Health and Human Services

By: \_\_\_\_\_ Date \_\_\_\_\_  
Chairperson, Aitkin County Board of Commissioners

By: \_\_\_\_\_ Date \_\_\_\_\_  
Administrator Connections FSE Services

**APPROVED AS TO FORM AND EXECUTION:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Aitkin County Attorney

**Provider Name: Cooperating Community Programs, Inc**  
**Fiscal Support Entity (FSE)**  
**Program Summary**

**Summary**

The purpose of this program is to support individuals and families who want to establish a greater degree of control and authority over how services are delivered and who provides them. While most of the Fiscal Support Entity supports are to support individuals and families in obtaining and managing their own paid staff, a range of other support functions is available.

**Target Population**

Persons with waiver services (include the Alternative Care (AC) Program, the Community Alternative Care (CAC) Waiver, the Community Alternatives for Disabled Individuals (CADI) Waiver, the Elderly Waiver (EW), The Mental Retardation or Related Condition (MR/RC) Waiver, and the Traumatic Brain Injury (TBI) Waiver and their families or guardians who:

- Receive Home and Community Based Services, or have private funding sources.
- Desire to establish and exercise greater control and authority over supports provided them.
- Want administrative support to establish that control and authority.

**Fiscal Support Entity (FSE) Continuum of Services**

A CDCS Eligible Recipient is required to have an FSE in order to access CDCS. There is a range of services that the FSE can provide to a CDCS recipient, which vary in the amount of support provided. Every CDCS recipient must at least access the FSE as a fiscal conduit to pay providers. FSE's must provide, at a minimum, payroll assistance and must offer a range of services that allow the recipient to select how much autonomy they want in employing, managing, and paying for services, support, and goods.

CDCS recipients or their representative have the responsibility to hire, discharge, manage, and direct their support workers. The recipients or their representative may choose to purchase assistance with these functions through an (FSE). Whoever provides these services is considered the Employer of Record.

The employer of record must be identified and documented in the recipient's Community Support Plan (CSP). Fiscal Support Entities that act as the employer of record for a CDCS recipient may not also provide flexible case management to that same recipient.

The Eligible Recipient can select, and the FSE must accept, any Agency of Choice the Eligible Recipient wishes to choose.

The FSE may not in any way limit or restrict the recipient's choice of service or support providers. FSE's must have a written agreement with the recipient or their representative that identifies the duties and responsibilities to be performed and the related charges.

### **MA-enrolled Provider**

The FSE must be an MA-enrolled provider. They are then able to pay for authorized CDCS services. CDCS claims are paid through the FSE, with the following exception. For EW all state plan home care services will continue to be billed directly by the home care provider. State plan services or the health plan responsibility for the equivalent service will be authorized on the Service Agreement and claim will decrement against the CDCS individual budget total.

### **Disclosure of Financial Interests**

FSE's who have any direct or indirect financial interest in the delivery of personal assistance, treatment and training or environmental modifications and provisions provided to the recipient must disclose in writing the nature of that relationship and must not assist in the development of the recipient's Community Support Plan.

### **Fiscal Support Entity Provider Criteria**

The FSE must meet or follow these criteria:

- Be knowledgeable of and comply with Internal Revenue Service requirements necessary to process employer and employee deductions and provide appropriate and timely submission of employer tax liabilities.
- Maintain documentation to support the MA claims
- Have current and adequate liability insurance and bonding
- Have sufficient cash flow
- Have on staff, or by contract, a certified public accountant or an individual with a baccalaureate degree in accounting.

(The State of Minnesota Department of Human Services determines if these criteria and the provider standards are met through a written readiness review submitted by the FSE.)

# Provider Quarterly Financial Report

## Community Base Long Term Care Fiscal Support Entity

Quarter \_\_\_\_\_

Date form completed \_\_\_\_\_

FSE Provider \_\_\_\_\_

Person completing this form \_\_\_\_\_

Phone \_\_\_\_\_

E-mail address \_\_\_\_\_

Provider Revenue/Expense	This Quarter	Year to Date
Total FSE Revenue:	_____	_____
Total FSE Expensed:	_____	_____
Surplus or (Deficit):	_____	_____

Total Amount Paid For	This Quarter	Year to Date
Staff Related Costs:	_____	_____
Services (fees, activities, etc):	_____	_____
Consumer Goods:	_____	_____

Number Served	This Quarter	Year to Date
Children (<18 Years of Age):	_____	_____
Adults (>18 Years of Age):	_____	_____
Total Number Served:	_____	_____

Please e-mail quarterly data by the 30<sup>th</sup> of the following month  
[jphilipp@co.aitkin.mn.us](mailto:jphilipp@co.aitkin.mn.us)  
[kryan@co.aitkin.mn.us](mailto:kryan@co.aitkin.mn.us)

### Consumer Directed Budget

County of Financial Resp.
County of Residence
FSE/FEA Agency
Service Provided
Provider Number
Date Completed

Waiver Type:         MR/RC         CAC         CADI         TBI         EW         AC

New Waiver	_____
Renewal	_____
Revision to plan (list date of revision & why):	_____

Client Name	_____	DOB	_____	PMI #	_____
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**Managing Party** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

**Other Key Party** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

**County Case Manager:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Alternate Phone: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

**Flexible Case Manager:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

**Completed by:** \_\_\_\_\_

Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

<b>Resource Allocation Amount:</b>	\$ _____
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<b>State Managed Programs:</b>	
Provider A	\$ _____
Provider B	\$ _____
Provider C	\$ _____
<b>Total of State Program Services</b>	\$ _____

<b>Balance Remaining:</b>	\$ _____
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Consumer Directed Budget

**Personal Assistance (inclusive of Respite, PCA, HHA, homemaking, Behavioral aide services)**

Staffing Assistance	Rate of Pay	Hrs/Wk	Wks/Yr	Total Cost
<b>Total Staffing</b>				<b>\$</b>

Homemaker/Chore Services	Rate of Pay	Hrs/Wk	Wks/Yr	Total Cost
<b>Total Homemaker/Chore Services</b>				<b>\$</b>

Respite	Rate of Pay	Days/Yr	Total Cost
<b>Total Respite</b>			<b>\$</b>

Transportation	Mileage Rate	Miles/Month	Total Months	Total Cost
<b>Total Transportation</b>				<b>\$</b>

**T2028 U1 Total Personal Assistance \$**

**Treatment and Training (inclusive of DT&H, In-Home Supports, Therapists, Physicians, nurses and dieticians)**

Staffing Assistance	Rate of Pay	Hrs/Wk	Wks/Yr	Total Cost
<b>Total Staffing</b>				<b>\$</b>

Agency Therapy/Formal Supports	Rate of Pay	Hrs/Unit	Wks/Yr	Total Cost
<b>Total Agency Therapy/Formal Supports</b>				<b>\$</b>

Respite	Rate of Pay	Days/Yr	Total Cost
<b>Total Respite</b>			<b>\$</b>

Transportation	Mileage Rate	Miles/Month	Total Months	Total Cost
<b>Total Transportation</b>				<b>\$</b>

**T2028 U2      Total Treatment and Training      \$**

**Environmental Modifications and Provisions (Inclusive of home & vehicle mods, adaptations, supplies, and equipment, assistive technology, transportation, chore services, special diets, and adaptive clothing)**

Item/Equipment/Service	Cost	Amount	Times/Yr	Total Cost
<b>Total Environmental Modifications and Provisions</b>				<b>\$</b>

**T2028 U3      Total Environment Modifications and Provisions      \$**

**Self Direction Support Activities (inclusive of PEA services and Flexible Case Management)**

Fee Schedule	Cost	Hrs/Units	Wks/Yr	Total Cost
<b>Employer Tax Expense</b> %				
Total taxable gross: FICA, FUTA, & SUTA Worker's Comp	\$0			
<b>Monthly Fee</b>		\$0	12	
<b>Total Scheduled Fees:</b>				<b>\$</b>

Employee Benefits	Monthly Rate	Months	Total Cost
Medical Insurance			
Dental Insurance			
Other:			
<b>Total Benefit Cost</b>			<b>\$</b>

Flexible Case Management	Rate/Hr	Hrs/Month	Months	Total Cost
<b>Total Flexible Case Management</b>				<b>\$</b>

**T2028 U4      Total Self Direction Support Activities      \$**



Resource Allocation Accounted For	
T2028 U1 – Personal Assistance	\$
T2028 U2 – Treatment & Training	\$
T2028 U3 – Environment Mods & Provisions	\$
T2028 U4 – Self Direction Support Activities	\$

Case Manager Use Only	
Start Date	End Date
Start Date	End Date
Start Date	End Date
Start Date	End Date

Total Allocation for SA \$

Authorization Dates:

Summary	
Resource Allocation	\$
State Managed Programs	\$
Total U1, U2, and U3	\$
Total Self Direction Allocations	\$

Resource Allocation Remaining \$

X5419 Modification/Adaptations outside of the Resource Allocation		
Item	Cost	Total Cost
		\$

**Vendors Authorized for Payment (Name, address, phone, contact person and authorization dates)**

1.)

2.)

3.)

4.)

> [Disabilities](#) > [Disability services](#)

# Consumer Directed Community Supports Fiscal Support Entity Fee Schedules/Rates

## Connections FSE Services

15676 Fish Point Rd

Prior Lake, MN 55372

(952) 897-3933 or (866) 603-3933

E-mail [kristin.connections@juno.com](mailto:kristin.connections@juno.com)

Connections Fiscal Support Entity Services website at

<http://connections.services.com/FSEServices>

Service Type	Fee Type and Amount	Transaction-Based Fees	Payroll costs (FICA, state and federal unemployment tax and workers' compensation)
Fiscal Conduit	\$70 per month	None	Consumer's employer rates apply for all payroll costs
Payroll Agent	\$130 per month	None	Consumer's employer rates apply for all payroll costs
Agency with Choice	\$130 per month	None	11.6%

For calendar year 2012, income up to \$28,000 is subject to unemployment insurance tax. Fiscal Support Entities cannot provide support planner and direct services to the same person. This includes agency with choice.

## **Fiscal Support Entities (FSE's) Reporting CDCS Underspending, Overspending and Overtime to Aitkin County**

### **Report information electronically**

All Fiscal Support Entity Agencies should report CDCS underspending, overspending and overtime information electronically to the person's primary contact and also cc: [jphilipp@co.aitkin.mn.us](mailto:jphilipp@co.aitkin.mn.us) and [kryan@co.aitkin.mn.us](mailto:kryan@co.aitkin.mn.us).

This will enable the primary contact to be notified and the county to enter the information quickly in our data base, send notices to the person and help the county keep their data base updated. Paper reports are easily lost with the volume of information received.

### **Report data in similar format**

Each report may be grouped by primary contact or sent individually. Please include the following information in each electronic entry:

- Client's full name and PMI number
- Date of overspending, underspending or overtime or payroll period it occurred
- Specific percent over or under the spend plan
- Specific amount of overtime
- Please include information on the following:
  - ✓ Is this a chronic situation?
  - ✓ Is there a reasonable explanation?
  - ✓ Does the FSE anticipate this will be an ongoing problem?