

**HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT**

**VII. – A.**

**AITKIN COUNTY**

**Provider Name:** Cherish Inc.  
**DBA:** Cherished Home Management  
**Address:** 1903 E 31<sup>st</sup> Street  
**City and Zip:** Hibbing, MN 55746  
  
**Program Area:** HCBS

**Contract effective for the period beginning July 1, 2012 through June 30, 2015**

**HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT  
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## HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

The Aitkin County Board of Commissioners, located at 204 1<sup>st</sup> Street NW, Aitkin, MN 56431 acting through Health and Human Services, hereafter referred to as the “Lead County” and, **Cherish Inc.**, doing business as **Cherished Home Management**, at 1903 E 31<sup>st</sup> Street, **Hibbing, MN, 55746**, hereafter referred to as the “Provider,” enter into this Contract effective for the period beginning **July 1, 2012** through **June 30, 2015** regardless of the date of the signatures hereunder, unless sooner terminated or unless extended, as provided herein.

**WHEREAS**, pursuant to the Children and Community Services Act, Minnesota Statutes, Chapter 256.0112, now in force or as hereafter enacted or amended, the Lead County has identified certain populations within the County who are eligible for specific home and community-based waiver services or other services as identified in the attached Attachments A and B; and

**WHEREAS**, federal and state funds are available for the purchase of Title 19 home and community-based services through the State of Minnesota pursuant to U.S. Code, Title 42, sections 1396 through 1396P, and Minnesota Statutes, Chapters 245B and 256B now in force or as hereafter enacted or amended. Home and community-based waiver services include the Community Alternative Care (CAC) Waiver, the Community Alternatives for Disabled Individuals (CADI) Waiver, the Developmental Disabilities (DD) Waiver, the Traumatic Brain Injury (TBI) Waiver, the Elderly Waiver (EW), and Alternative Care (AC); and

**WHEREAS**, the Lead County wishes to purchase services from the Provider and the Provider agrees to furnish services to persons in accordance with Minnesota Statutes, Chapters 245A, 245B, 256B and 256.0112; Minnesota Rules, Chapter 9525, and in accordance with the type, amount, frequency and duration stated in each person’s Community Support Plan (CSP) under this Contract; and

**WHEREAS**, the Provider represents that it is duly qualified and willing to perform such services; and has submitted the following identification numbers: Federal Tax ID# **41-1876392**; NPI or UMPI numbers **1356663074** and **A709430000**; and

**WHEREAS**, the Lead County and the Provider, according to Minnesota Statutes, section 256B.092, subdivision 8a or section 256.0112, subdivision 6, understand that this Contract serves as a Lead County contract for services purchased by other Financially Responsible Agencies;

**NOW THEREFORE**, in consideration of the mutual understandings and agreements set forth, the Provider and the Lead County agree as follows:

**HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT**

IN WITNESS WHEREOF, Aitkin County and the Provider have executed this Contract as of the day and year first written above:

The Provider, having signed this contract, and the Aitkin County Board of Commissioners having duly approved this Contract on \_\_\_\_\_, and pursuant to such approval and the proper County officials having signed this Contract, the parties hereto agree to be bound by the provisions herein set forth. Minnesota Statutes 256.0112.

COUNTY OF AITKIN  
STATE OF MINNESOTA

\_\_\_\_\_  
Aitkin  
County Board of Commissioners

BY:  
\_\_\_\_\_  
Chairperson of the County Board

DATED:  
\_\_\_\_\_

ATTESTED TO:

BY:  
\_\_\_\_\_  
Director of Aitkin County Health and Human Services

DATED:  
\_\_\_\_\_

APPROVED AS TO LEGALITY AND  
FORM:

BY:  
\_\_\_\_\_  
Aitkin County Attorney

DATED:  
\_\_\_\_\_

**Cherish Inc.**

**Doing business as Cherish Home  
Management**

BY:  
\_\_\_\_\_  
Owner/Director

\_\_\_\_\_  
Signer's name printed or typed

\_\_\_\_\_  
Owner/Director

\_\_\_\_\_  
Signer's name printed or typed

DATED:  
\_\_\_\_\_

# HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

## ATTACHMENTS

- A) The following list of documents herein referred to as "Attachments." There may be amendments that address changes or addenda that address additions to the terms of this Contract. All properly executed attachments are incorporated by reference and are deemed a part of this Contract:

<u>Attachment Number</u>	<u>Title of Document to be Attached</u>	<u>Number of Pages</u>
1)	Attachment A: "Purchased Services" for Disability Waivers	1
2)	Attachment B: "Purchased Services" for Elderly Waiver (EW) and Alternative_Care (AC)	1
3)	Attachment C: Rate Schedules	1
4)	Attachment D: Performance Expectations	1

# HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

Attachment   A  

## Purchased Services

Home and community-based services administered under the following waivers: Community Alternative Care (CAC), Community Alternatives for Disabled Individuals (CADI), Development Disabilities or Related Conditions (DD), and Traumatic Brain Injury (TBI).

The following are services that the Provider agrees to provide for eligible persons under contract. Descriptions for such services can be found in the Disability Services Program Manual (DSPM). *[Please check and have both parties mark their initials next to those that apply.]*

- |  |   |
|--|---|
| <input type="checkbox"/> 24-Hour Emergency Assistance                | <input type="checkbox"/> In-Home Family Support Services          |
| <input type="checkbox"/> Adult Companion Services                    | <input type="checkbox"/> Independent Living Skills Services       |
| <input type="checkbox"/> Adult Day Care Services                     | <input type="checkbox"/> Independent Living Skills– TBI Therapies |
| <input type="checkbox"/> Adult Day Care Services Bath                | <input type="checkbox"/> Live-in Personal Caregiver Expenses      |
| <input type="checkbox"/> Assisted Living                             | <input type="checkbox"/> Modifications and Adaptations            |
| <input type="checkbox"/> Assisted Living Plus                        | <input type="checkbox"/> Night Supervision Services               |
| <input type="checkbox"/> Assistive Technology                        | <input type="checkbox"/> Personal Support Services                |
| <input type="checkbox"/> Behavioral Programming                      | <input type="checkbox"/> Prevocational Services                   |
| <input checked="" type="checkbox"/> Chore Services                   | <input type="checkbox"/> Residential Care Services                |
| <input type="checkbox"/> Consumer Directed Community Supports (CDCS) | <input type="checkbox"/> Respite Care                             |
| <input type="checkbox"/> Consumer Training and Education             | <input type="checkbox"/> Specialist Services                      |
| <input type="checkbox"/> Crisis Respite                              | <input type="checkbox"/> Specialized Supplies and Equipment       |
| <input type="checkbox"/> Day Training and Habilitation (DT&H)        | <input type="checkbox"/> Structured Day Program                   |
| <input type="checkbox"/> Extended Home Care Services                 | <input type="checkbox"/> Supportive Employment Services           |
| <input type="checkbox"/> Family Training, Education and Counseling   | <input type="checkbox"/> Supportive Living Services for Adults    |
| <input type="checkbox"/> Foster Care                                 | <input type="checkbox"/> Supportive Living Services for Children  |
| <input checked="" type="checkbox"/> Home Delivered Meals             | <input type="checkbox"/> Transitional Services                    |
| <input type="checkbox"/> Homemaker Services                          | <input type="checkbox"/> Transportation                           |
| <input type="checkbox"/> Housing Access Coordination                 |   |

*[If there are other services to be provided that are not listed above, check and describe the services below.]*

Other: Personal Care Assistance Services

Other:

Other:

# HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

Attachment   B  

## Purchased Services

Home and community-based services administered under the Elderly Waiver (EW) and Alternative Care (AC) program.

The following are services that the Provider agrees to provide for eligible persons under contract. Descriptions for such services can be found in the Minnesota Health Care Programs (MHCP) Provider Manual, Chapter 26A. *[Please check and have both parties mark their initials next to those that apply.]*

- |  |   |
|--|---|
| <input type="checkbox"/> 24-Hour Customized Living                   | <input type="checkbox"/> Home Health Aide Services                    |
| <input type="checkbox"/> Adult Day Services                          | <input type="checkbox"/> Home Health Services                         |
| <input type="checkbox"/> Adult Day Services Bath                     | <input checked="" type="checkbox"/> Homemaker Services                |
| <input type="checkbox"/> Adult Companion Services                    | <input type="checkbox"/> Nutrition Services (AC Program Only)         |
| <input type="checkbox"/> Adult Foster Care                           | <input checked="" type="checkbox"/> Personal Care Assistance Services |
| <input checked="" type="checkbox"/> Chore Services                   | <input type="checkbox"/> Professional Nursing Services                |
| <input type="checkbox"/> Consumer Directed Community Supports (CDCS) | <input type="checkbox"/> Residential Care Services                    |
| <input type="checkbox"/> Customized Living                           | <input type="checkbox"/> Respite Care                                 |
| <input type="checkbox"/> Environmental Accessibility Adaptations     | <input type="checkbox"/> Specialized Supplies and Equipment           |
| <input type="checkbox"/> Family Adult Day Services (FADS)            | <input type="checkbox"/> Transitional Services                        |
| <input type="checkbox"/> Family and Caregiver Training and Education | <input type="checkbox"/> Transportation                               |
| <input type="checkbox"/> Home Delivered Meals                        |   |

*[If there are other services to be provided that are not listed above, check and describe the services below.]*

Other:

Other:

Other:

Other:



# HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

Attachment C

## RATE SCHEDULES

Service	CAC/CADI, TBI & DD Waiver Rate	Elderly Waiver Rate	Alternate Care Rate
Chore	\$3.48/15 min unit CADI & DD only	\$3.48/15 min unit	\$3.48/15 min unit
Homemaker	\$4.28/15 min unit	\$4.28/15 min unit	\$4.28/15 min unit
PCA	\$3.90/15 min unit	\$3.90/15 min unit	\$3.90/15 min unit
Extended PCA	\$3.90/15 min unit	\$3.90/15 min unit	N/A
RN Supervision of PCA	\$6.86/15 min unit	\$6.86/15 min unit	\$6.86/15 min unit

# HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

Attachment D

## PERFORMANCE EXPECTATIONS

1. The Provider will immediately notify the Agency when a client is not receiving services, such as when absent for hospitalizations, vacations, etc. Should the client have frequent and/or scheduled home visits, that schedule will be provided to the Agency.
2. The Provider will not charge a program or service fee to clients eligible for services through the Agency except those established by the Agency
3. The Provider will have a supervisory nurse on call to handle problems anytime a Home Health Aide or PCA is on duty.
4. On site supervision of Home Health Aides, PCA's and Homemakers will include observation of skills and care provided by the aide or homemaker, as well as assessment of client status. Initial onsite supervision of home health aides and PCA's will include observation of skills necessary to meet client needs. The Provider will list and document all observations in the Provider's chart.
5. The Provider will provide a written progress report to the Agency on clients receiving services every sixty- (60) days. Such reports will include information about the client's health and/or physical problems, report any noted changes toward improvement or deterioration, the type of service provided by the Provider, the frequency of client contact and any other observation the Provider may deem pertinent to report.
6. The Provider will maintain a current plan of care in the client's home and in the Provider's client record and send a copy of the plan to the Agency Case Manager.
7. The Provider will notify the Agency within two (2) working days of receiving a referral if unable to provide services for a particular client. The Agency may reduce this period in the case of emergency referrals. The Provider will begin services within five (5) working days of receipt of a referral or as deemed necessary by the Agency Case Manager. The Provider will call the client prior to the initiation of services. Failure to provide service might necessitate the immediate reassignment of a particular client to another provider.
8. The Provider will serve clients in the areas specified in the provider application. The Provider will provide a thirty- (30) day notice of termination of services and/or continue to provide services until a new Provider is established.