

PURCHASE OF SERVICE AGREEMENT

The Aitkin County Health & Human Services Courthouse, Aitkin, Minnesota 56431, hereafter referred to as the Department and Lakes & Pines CAC, Inc., Address: 1700 Maple Ave E, Mora, MN 55051, hereafter referred to as Contractor, enter into this agreement for the period from December 1, 2016, to December 31, 2017.

WHEREAS, Aitkin County Health and Human Services wishes to purchase Family Resource Specialist services.

WHEREAS, the Contractor is an autonomous Community Action Program and is qualified and willing to perform such services;

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

I SERVICES TO BE PROVIDED OR PURCHASED

The Department agrees to purchase and the Contractor agrees to furnish services as listed in Attachment A.

II COST AND DELIVERY OF PURCHASED SERVICES

Statements will be submitted by the 10th of each month in the approved format detailing services provided in the prior month. Payment by the Department to Contractor will be by the end of the month and will be based on actual billing.

III DELIVERY OF CARE AND SERVICES:

Except as otherwise provided herein, Contractor shall maintain in all respects its present control over and autonomy with respect to:

1. The application of its intake procedures and requirements to clients.
2. The methods, times, means and personnel for furnishing Purchased Services to eligible clients.
3. The determination of when to terminate the furnishing of Purchased Services to eligible clients.

Nothing in this agreement shall be construed as requiring Contractor to provide or continue Purchased Services to or for any eligible clients.

IV AUDIT AND RECORD DISCLOSURE

1. Allow personnel of the Department, the Minnesota Department of Human Services, and the Department of Health and Human Services, access to the Contractor's records, in accordance with state and federal laws and regulations, at reasonable hours in order to exercise their responsibility to monitor the services.

2. Maintain records at Lakes & Pines CAC, Inc. office for audit purposes.
3. Comply with Minnesota Code for Agency Rule - Minnesota Department of Public Welfare and the Minnesota Government Practice Act, M.S. 15.1611 - 16.1698. (Suppl. 1979)

V SAFEGUARD OF CLIENT INFORMATION:

1. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality of for any purpose not directly connected with the administration of the Department's or Contractor's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client or his/her responsible parent or guardian.
2. The individual employed by the Contractor who is designated to assure compliance with Minnesota Government Data Practices Act, in accordance with Minnesota Statutes, section 13.46, subdivision 10, paragraph (d), shall be **Kraig Gratke**. Contractor reserves the right to designate an alternate individual to assure such compliance by written notice to Department.

VI EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS CLAUSE:

The Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (43 USC 2000e), including Executive Order No. 11246, and Title VI (42 USC 2000d).

VII FAIR HEARING AND GRIEVANCE PROCEDURES:

The Contractor agrees that a fair hearing and grievance procedure will be established.

VIII BONDING, INDEMNITY, AND INSURANCE CLAUSE:

1. The Contractor shall save and hold the County of Aitkin and the Department harmless from all liability for damages to persons or property arising out of the services performed under the terms of the contract. The Contractor shall indemnify the County of Aitkin and the Department for any liability assessed to the county and the Department on account of the services performed under the terms of the contract. The Contractor agrees to purchase liability insurance naming Aitkin County Department of Health & Human Services as an additional insured in an amount at least equal to the maximum liability limits set forth in Minnesota Statutes, 466.04, Subd.1, of **\$500,000** per person and **\$1,500,000** per occurrence and agrees to provide the County of Aitkin and the Department a certificate of insurance or other document demonstrating that such insurance has been procured. Contractor shall provide proof of insurance prior to commencement of Contractor's performance under this agreement.

2. Insurance: The Contractor does further agree that, in order to protect itself as well as the Department under the indemnity agreement provision hereinabove set forth, it will, at all times during the term of this contract, have and keep in force a liability insurance policy in the amount of \$1,000,000.

IX CONDITIONS OF THE PARTIES' OBLIGATIONS:

1. Before the termination date specified in the Introduction of this agreement, the Department may evaluate the performance of the Contractor in regard to the terms of this agreement to determine whether such performance merits renewal of this agreement.
2. Any alterations, variations, modifications or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement.
3. No claim for services furnished by the Contractor, not specifically provided in the agreement, will be allowed by the Department, nor shall the Contractor do any work or furnish any material not covered by the agreement unless this is approved in writing by the Department. Such approval shall be considered to be a modification of the agreement.
4. If the Department determines that funds are not being administered in accordance with the approved plan and budget, they may be withdrawn after reasonable notice to the Contractor. It is understood and agreed that the parties do not anticipate that Contractor will administer funds as a result of this agreement.
5. 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.
6. In accordance with Minnesota Statutes, Section 245.466, Subd.3 (1), the Commissioner of Minnesota Department of Human Services is a third party beneficiary to this contract.

X SUBCONTRACTING

The Contractor shall not enter into subcontracts for any of the work contemplated under this agreement without written approval of the Department. All subcontracts shall be subject to the requirements of this contract. The Contractor shall be responsible for the performance of any subcontractor.

XI COMPLIANCE WITH THE CLEAN AIR ACT:

The Contractor certifies that it meets lawful conditions of the Clean Air Act, as required by 45 CFR 228.70 and 74.159 (4).

XII MISCELLANEOUS

1. Entire Agreement: It is understood and agreed that the entire agreement of the parties contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and Aitkin County Health and Human Services Department relating to the subject matter hereof.
2. This contract may be terminated or renegotiated upon 30 days written notification by either party.
3. Program and fiscal records shall be retained in the Contractor facility for a minimum of five years.
4. This contract may be extended for a period of six months at the option of the County of Aitkin. If the county desires to extend the term of the contract, it shall notify the Contractor in writing at least sixty days before the expiration of the contract. All terms of this contract will remain in effect pending execution of a contract amendment, execution of new contract or notice of termination.

IN WITNESS WHEREOF the Department (Aitkin County Health & Human Services) and the Contractor (_____.) have executed this agreement as of the day and year first above written:

BY: _____
Aitkin County Health & Human Services Director

DATE: _____

BY: _____
Aitkin County Health & Human Services Board Chairperson

DATE: _____

BY: _____
Lakes & Pines, CAC Director

DATE: _____

APPROVED AS TO FORM AND EXECUTION

BY: _____
County Attorney or Assistant

DATE: _____

COST & DELIVERY OF PURCHASED SERVICES

**See SSIS Service Agreement #55626963

Service Agreement

Cnty Vendor #: 000006110 Lakes & Pines CAC, Inc 1700 MAPLE AVE E MORA, MN 55051	Client: SSIS Person #:	Return To: Aitkin County Health & Human Services Attn: Accounting Dept 204 1st Street NW Aitkin, MN 56431 Attention:
--	---------------------------	--

Service Arrangement #		Service Description	Start Date	End Date	# of Units	Unit Type	Rate	Amount
55626921	402	Community Education and Prevention	12/1/2016	12/31/2016	136.00	Hour	\$12.4200	\$1,689.12
55626934	402	Community Education and Prevention	1/1/2017	12/31/2017	2080.00	Hour	\$12.4200	\$25,833.60
55626908	402	Community Education and Prevention	12/1/2016	12/31/2016	136.00	Hour	\$22.0500	\$2,998.80
55626947	402	Community Education and Prevention	1/1/2017	12/31/2017	2080.00	Hour	\$22.0500	\$45,864.00
Total Amount:								\$76,385.52

Aitkin County Health and Human Services agrees to pay up to \$48,862.80 for the wages and benefits of the Family Resource Specialist employed by Lakes and Pines CAC for the period of December 1, 2016 thru December 31, 2017. In addition to wages and benefits, Aitkin County Health and Human Services agrees to pay for administration expenses incurred by Lakes and Pines CAC to cover the Family Resource Specialist position. The administration expenses are not to exceed \$27,522.72 for the period of December 1, 2016 thru December 31, 2017.

Lakes and Pines CAC agrees to submit detailed invoices to Aitkin County Health and Human Services by the 15th of each month. Expenses will be reimbursed monthly - paid with Health and Human Services Board bills on the 4th Tuesday of the month. All invoices will include: detailed hours worked by Family Resource Specialist, documentation supporting administration expense requests, and monthly case/activity details including but not limited to: client contacts, number of clients, number/hours spent recruiting resources and training hours.

Aitkin County Health and Human Services or Lakes and Pines CAC may end this agreement with a 30 day notice.

Client Signature: _____	Date: _____
Vendor Signature: _____	Date: _____
Worker Signature: _____	Date: _____
Supervisor Signature: _____	Date: _____

Service Agreement

<p>Cnty Vendor #: 000006110 Lakes & Pines CAC, Inc 1700 MAPLE AVE E MORA, MN 55051</p>	<p>Client: SSIS Person #:</p>	<p>Return To: Aitkin County Health & Human Services Attn: Accounting Dept 204 1st Street NW Aitkin, MN 56431</p> <p>Attention:</p>
--	-----------------------------------	--