



Item V.G.

Aitkin County Health & Human Services

204 FIRST STREET NW
AITKIN, MINNESOTA 56431-1291
PHONE 1-800-328-3744 or 1-218-927-7200
FAX # 1-218-927-7210

Contract

Purchase of Service Agreement with George Tetreault, MA, LP

Objective

George Tetreault provides mental health assessments for children 0-5 years old. These assessments are completed in the child's home and include an observation of parent/child interaction.

Opportunity

Aitkin County has a shortage of mental health providers; especially for this age range. This contract allows us to provide more services to our consumers.

Existing or New Contract

Existing Contract

Changes to Existing Contract

There are no changes to this contract.

Timeline for Execution

January 1, 2019- December 31, 2019

Conclusion

We are requesting that the County Board of Commissioners support this agreement.



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PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT between **Aitkin County Health & Human Services**, 204 1st Street NW, Aitkin, Minnesota 56431, hereafter referred to as the Agency and **George Tetreault, MA, LP, 11614 River Vista Drive, Baxter, MN 56425**, hereafter referred to as Contractor; enter into this agreement for the period from **January 1, 2019 to December 31, 2019**.

WHEREAS, Minnesota Statutes, section 245.461 to 245.486 and 245.487 to 245.4888 establishes the Comprehensive Adult Mental Health Act and the Comprehensive Children's Mental Health Act; and

WHEREAS, the Agency is required to provide Mental Health services in accordance with the Comprehensive Mental Health Act and the Comprehensive Children's Mental Health Act; and

WHEREAS, the Agency pursuant to Minnesota statutes, section 373.01, 373.02, 245.465(4), and 256E.08 wishes to purchase mental health services from Contractor; and

WHEREAS, the Contractor is an autonomous mental health provider in private practice, and is 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. SERVICES TO BE PROVIDED OR PURCHASED

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

Diagnostic assessments of children, including those aged 0-5.
Parenting capacity assessments
Case consultation

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 Agency to Contractor will be by the end of the month and will be based on actual billing. **George Tetreault** will bill the appropriate third-party payer if the client is covered by a health insurance plan.

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:

- A. The application of its intake procedures and requirements to clients.
- B. The methods, times, means and personnel for furnishing Purchased Services to eligible clients.
- C. 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

- A. Allow personnel of the Agency, the Minnesota Department of Human Services, and the Department of Health and Human Services, access to the Contractors records, in accordance with state and federal laws and regulations, at reasonable hours in order to exercise their responsibility to monitor the services.
- B. Maintain records for audit purposes.
- C. 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

- A. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality for any purpose not directly connected with the administration of the Agency'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.
- B. The Contractor assures compliance with Minnesota Government Data Practices Act, in accordance with Minnesota Statutes, section 13.46, subdivision 10, paragraph (d).

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

- A. The Contractor shall save and hold the County of Aitkin and the Agency 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 Agency for any liability assessed to the county and the Agency 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 Agency 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.

- B. Insurance: The Contractor does further agree that, in order to protect himself as well as the Agency 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 **\$1,500,000**.

IX. CONDITIONS OF THE PARTIES OBLIGATIONS

- A. Before the termination date specified in the Introduction of this agreement, the Agency 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.
- B. 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.
- C. No claim for services furnished by the Contractor, not specifically provided in the agreement, will be allowed by the Agency, nor shall 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 shall be considered to be a modification of the agreement.
- D. If the Agency 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.
- E. 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.
- F. 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 Agency. 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

- A. 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.
- B. This contract may be terminated or renegotiated upon 30 days written notification by either party.
- C. **George Tetreault** agrees to provide Aitkin County Health & Human Services:
 - 1. Verification of professional qualifications and licensure.
- D. Program and fiscal records shall be retained in the Contractor facility for a minimum of five years.
- E. 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 AGENCY and the CONTRACTOR agree that this agreement is effective from January 1, 2019 to December 31, 2019.

BY: _____
Cynthia Bennett, Director, Aitkin County Health & Human Services

Date: _____

BY: _____
Chairperson, Aitkin County Board of Commissioners

Date: _____

BY:  _____
George Tetreault, MA, LP

Date: 12/3/2018

APPROVED AS TO FORM AND EXECUTION:

BY: _____
Jim Ratz, Aitkin County Attorney

Date: _____

COST & DELIVERY OF PURCHASED SERVICES

Diagnostic Assessment \$100.00/hour

Parenting Capacity Assessment \$100.00/hour

Case Consultation \$100.00/hour

