



AITKIN COUNTY HEALTH & HUMAN SERVICES

204 First Street NW
Aitkin, MN 56431

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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 Department and Thomas Allen, Inc., Case Management Company, hereafter referred to as Contractor; enter into this agreement for the period from October 1, 2020 to December 31, 2021.

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 42 U.S.C. 1396 through 1396P and Minnesota Statutes Chapters 245D and 256B; and

WHEREAS, The Contractor under this agreement include will provide case management services to individuals on the Developmental Disabilities (DD), the Alternative Care/Elderly Waiver (AC/EW), the Community Access for Disability Inclusion (CADI), Brain Injury (BI) Waivers and

WHEREAS, the Department pursuant to Minnesota Statutes 42 U.S.C. 1396 to 1396P and Minnesota Statutes Chapters 245D and 256B wishes to purchase Home and Community Based Services case management services from Contractor; and

WHEREAS, the Contractor wishes to furnish services to individuals in accordance with Minnesota Statutes Chapters 245A, 245D, 256B and 256M, Minnesota Rules Chapter 9525, and in accordance with the type, amount, frequency and duration stated in each person's individual plan, commonly referred to as "Coordinated Service and Support Plan (CSSP);" and

WHEREAS, the Contractor represents that it is duly qualified and willing to perform these services and has submitted its Federal Tax ID number and NPI number to the Department; and

WHEREAS, this agreement defines the rights and obligations of the parties with respect to Home and Community Based Services; and

WHEREAS, the provisions contained in this agreement establish the necessary and required minimum standards that the parties to this agreement will follow when contracting for Home and Community Based Services case management.

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;

Home and Community Based Services, case management for the Developmental Disabilities (DD), and the Alternative Care/Elderly Waiver (AC/EW), Community Access for Disability Inclusion (CADI), and Brain Injury (BI) Waivers, as described in this agreement and in accordance with applicable provisions in the Minnesota Health Care Provider Manual, the Minnesota Department of Human Services (DHS) Disability Service Program Manual, and any applicable DHS Bulletins.

II. COST AND DELIVERY OF PURCHASED SERVICES

Service reimbursement rates for case management will be in alignment with the Long-Term Services and Supports Service Rate Limits Document produced by the Department of Human Services (DHS-3945-ENG). 144-196 15-minute units of case management service will be

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authorized annually, units based on needs of each individual. Contractor will bill for services through a waiver service agreement on the Medicaid Management Information System (MMIS).

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. Maintaining sufficient staff, facilities and equipment to deliver services consistent with statutory requirements.
- B. Supervision of staff who are providing the case management service.
- C. Notifying the Department immediately when Contractor believes it will be unable to deliver services in the required quality or quantity. A 30-day notice of service termination is recommended.
- D. Following referral and intake procedures and requirements with respect to working with clients.
- E. Developing and updating the CSSP in the MnCHOICES Support Plan for each recipient as well as monitoring and evaluating achievement of goals and objectives. Annual and modified CSSP will be provided to the Department within 30 days after it is completed.
- F. Participation in inter-disciplinary team meetings, minimally two face to face contacts annually as well as managing ongoing needs that may arise.
- G. Assisting the individual and legal guardian or other decision- maker with identification of service providers, assisting to access services, and coordinating services determined in the CSSP.
- H. Maintaining case records including CSSP, financial expenditures, audit requirements, and time reporting documents in a safe and secure method and providing access to the Department upon request.
- I. Collaborating with referring Department.

IV. AUDIT AND RECORD DISCLOSURE

- A. Allow personnel of the Department, 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 and in audit ready conditions at all times.
- 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 of for any purpose not directly connected with the administration of the Departments or Contractors 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 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 the Department 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 Contractors performance under this agreement.
- B. 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 **\$1,500,000**.

IX. CONDITIONS OF THE PARTIES OBLIGATIONS

- A. 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.
- 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 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.
- D. 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.
- 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 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

- 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 the Department relating to the subject matter hereof.

- B. This contract may be terminated or renegotiated upon 30 days written notification by either party.
- C. Contractor agrees to provide the Department Home and Community Based Services, case management for the Developmental Disabilities (DD), and the Alternative Care/Elderly Waiver (AC/EW), Community Access for Disability Inclusion (CADI), and Brain Injury (BI) Waivers, as described in this agreement in accordance with applicable provisions in the Minnesota Health Care Provider Manual, the Minnesota Department of Human Services (DHS) Disability Service Program Manual, and any applicable DHS Bulletins.
- D. Staff providing case management services under this agreement may be licensed in accordance with the requirements of Minnesota Statutes 148D.050 et seq. and meet the qualifications in Code of Federal Regulations, title 43, section 483.430 as a Qualified Developmental Disability Professional (QDDP) or be a Public Health Nurse licensed under Minnesota R 6316.0100 or Minnesota Statutes 148.171, subd. 18, a Registered Nurse licensed under Minnesota Statutes 148.171-148.285, or Social Workers meeting the minimum qualifications under the Minnesota Merit System Minnesota R 9575.
- E. Program and fiscal records shall be retained in the Contractor facility for a minimum of ten years.
- F. This contract may be extended for a period of six months at the option of the Department. If the Department 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 (Thomas Allen, Inc.) have executed this agreement as of the day and year first above written:

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

DATE: _____

BY: _____
Bill Pratt,
Aitkin County Health & Human Services Board

DATE: _____

BY: 
Thomas Allen Inc.

DATE: 9/11/20

APPROVED AS TO FORM AND EXECUTION

BY: _____
Jim Ratz, County Attorney

DATE _____

CONTRACTED CASE MANAGEMENT GUIDELINES

THE REFERRING COUNTY WILL:

1. Complete initial intake in SSIS, determine eligibility for Home and Community Based Services (HCBS) case management services, and refer eligible recipients to Contractor for case management services. Eligible recipient will include individuals who prefer an agency other than the Department to provide HCBS waiver case management services or those transferring into Aitkin County requesting to maintain services with Contractor.
2. Verify with Contractor that there is capacity to accept the referral.
3. Complete assessment and service agreement entry into MMIS authorizing Contractor to provide HCBS case management services.
4. Prepare for case transfer by following the Universal Case Transfer Form and send HCBS case management record to Contractor.
5. Maintain a SSIS case for administrative functions and document oversight and consultation with the Contractor.
6. Ensure Contractor has authorization to complete the CSSP necessary work in the MnCHOICES Support Plan (MnSP) for Aitkin County.

CONTRACTOR WILL:

1. Follow purchase of service agreement.
2. Supervise employees assigned as contracted case managers.
3. In accordance with Minnesota Statutes 256B.092 and Minnesota R. parts 9525.004 to 9525.0036, Minnesota Statutes 256B.49, 42 CFR 440.180, Minnesota Statutes 256B.0924 requirements and Minnesota Statutes 256B.0913 for Alternative Care and Minnesota Statutes 256B.0917 for the Elderly Wavier, Minnesota Statutes 256B.092, Minnesota Statutes 256B.0924, and Minnesota Statutes 256B.0621, provide HCBS case management services and develop or review each recipient's CSSP with recipient and guardian.
4. Assure that staff follow the MnSP and the Person-Centered, Informed Choice and Transition Protocols developed by the Minnesota DHS and approved by the Olmstead Subcabinet Executive Committee.
5. Participate in recipients interdisciplinary team meetings.
6. Document and submit HCBS case management service time via MN-ITS/DHS for payment.
7. Seek and arrange to purchase services in accordance with each recipient's MnSP.
8. Obtain releases of information from recipient and/or guardian or legal representative.
9. Actively collaborate with Aitkin County.
10. Provide recipient with emergency resources.
11. Maintain case documentation in audit ready standards.
12. Transfer case records to County of Financial Responsibility (CFR) immediately upon transferring the case back to the referring Department.