



## AITKIN COUNTY HEALTH & HUMAN SERVICES

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204 First Street NW  
Aitkin, MN 56431

Phone: 800-328-3744/218-927-7200  
Fax: 218-927-7210

### ***Contract***

Lutheran Social Services to provide professional guardianship and conservatorship services.

### ***Objective***

Lutheran Social Services will provide guardianship and conservatorship services for individuals in need and who are Aitkin County Financial Responsibility.

### ***Opportunity***

This service provides court appointed guardian and conservatorship services to vulnerable adults who are in need of substitute decision making and are Aitkin County Financial Responsibility. The need for guardianship and conservatorship is reviewed on an annual basis.

### ***Existing or New Contract***

This is an existing contract.

### ***Changes to Existing Contract***

No changes were made to this contract.

### ***Timeline for Execution***

January 1, 2021 to December 31, 2021.

### ***Conclusion***

ACHHS is asking that the board approve this contract.



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### PURCHASE OF SERVICE AGREEMENT

**THIS AGREEMENT** between **AITKIN COUNTY HEALTH & HUMAN SERVICES**, 204 – 1<sup>st</sup> Street NW, Aitkin, Minnesota 56431, hereafter referred to as the County and **LUTHERAN SOCIAL SERVICES OF MINNESOTA**, 1605 Eustis Avenue, Suite 310, St. Paul, MN 55108, hereafter referred to as Contractor; enter into this agreement for the period from January 1, 2021, to December 31, 2021.

**WHEREAS**, The County has identified a need for Guardianship/Conservator services and related legal services for indigent persons who are impaired to the extent of lacking sufficient understanding or capacity to make or communicate responsible personal decisions, and who has demonstrated deficits in behavior which evidence an inability to meet personal needs for medical care, nutrition, clothing, shelter, or safety; or concerning the appointment concerning the person's estate or financial affairs, has demonstrated deficits in behavior which evidence an inability to manage the estate or financial affairs effectively by reason of detention by a foreign power or disappearance.

**WHEREAS**, this is a mandated service under Minnesota Statute 524.5-101 to 524.5-903 and 252A.01-252A.21; and

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

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

#### I. SERVICES TO BE PROVIDED OR PURCHASED

A. Pursuant to MN Statutes 256M (Vulnerable Children and Adults Act) the County agrees to purchase and the Contractor agrees to furnish the following services:

- Guardianship and Conservatorship Services

#### II. COST AND DELIVERY OF PURCHASED SERVICES

- A. The amount paid for service will be billable at \$57.50 per hour.
- B. The Contractor is responsible for all costs incurred in the provision of service, including mileage.
- C. The contractor will provide these purchased services in the community or home of the ward or conservatee, at the office of the Contractor, or in a secure virtual setting at the discretion of the County.

"This institution is an equal opportunity provider."

- D. For Guardianship Only cases the monthly contact permits up to five hours per month not to exceed \$3450 per year per case without prior authorization. Standard contact time for individuals living in a supervised setting is generally less than individuals living in their own homes. For Guardianship and Conservatorship cases contact permits up to seven hours per month not to exceed \$4830 per case per year without prior authorization.
- E. Situations deeming additional contact beyond the established will require prior authorization by the County which will occur during quarterly meetings between the County Case Manager and the Contractor.
- F. Per Minnesota Statutes 524.537 and 524.5-431 Guardianship and Conservatorship end upon death of a ward. A client shall remain an Active Client during Contractor's appointment as Guardian or Conservator for the period up to and including 3 months of a client's death. The contractor shall not bill or collect any payment under this Agreement for services provided more than 90 days after a client's date of death or exceed the contract cap, unless such payment is approved by the County.
- G. The Contractor shall provide this service in the contractor's office or in a secure virtual setting at the discretion of the County.

**III. ELIGIBILITY FOR SERVICES**

- A. The County shall determine eligibility for wards or conservatees provided service under the terms of this agreement.
- B. The Contractor will be reimbursed only in cases where the County has requested and the Court has appointed, the Contractor to act as guardian or conservator.
- C. The amount, frequency and duration of purchased services shall be provided in accordance with the client's Individual Service Plan and Service Agreement, and shall be directed towards each client's achievement of Service Plan goals.

**IV. PAYMENT PROCESS**

- A. Unless otherwise requested by the County, in cases where the County is the County of Financial Responsibility, the Contractor shall, within thirty (30) working days following the last day of each calendar month in which services were provided, submit Vendor Service Vouchers for each individual for whom service was provided. This voucher will reflect the monthly cost less any fees collected from the individual's income.

- B. The County shall make payment to the Contractor within thirty (30) days of receipt of the voucher.

**V. AUDIT AND RECORD DISCLOSURE**

- A. The Contractor must send the social worker or case manager for each individual client served, monthly notes of visits and monthly case reviews.
- B. The Contractor must maintain all records pertaining to the contract as required by Minnesota Department of Human Services and allow access to the Contractor's facility and records at reasonable hours to exercise their responsibility to monitor purchased services.
- C. The Contractor must comply with policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, as defined and described in Minnesota Department of Human Services rules and manuals.

**VI. SAFEGUARD OF CLIENT INFORMATION**

- A. The use or disclosure by any party or of any private information concerning a client in a violation of any rule of confidentiality or for any purpose not directly connected with the administration of the County's or the Contractor's responsibility with respect to the Purchased Services is prohibited without the written consent of the client or responsible parent or guardian.
- B. The Contractor agrees to comply in all respects with the Minnesota Government Data Practices Act, Minn. Stat. Section 13.01-.48, and The Contractor further agrees to comply with any requests of the County which are necessitated by the County's obligations under said Act.

**C. HIPAA COMPLIANCE**

The parties agree to comply with all respects with the Health Insurance Portability and Accountability Act, Public Law 104-191 (HIPAA), and all rules, regulations and controls affected or promulgated pursuant thereto. The parties agree that as HIPAA and its rules and interpretations become effective, the parties shall execute amendments hereto, provide written assurances, implement policies and procedures, or take whatever other actions are necessary to comply with HIPAA. Should a party fail or refuse to honor its obligations pursuant to this section, the other party may terminate this Agreement with thirty (30) days written notice.

**VII. FAIR HEARING AND GRIEVANCE PROCEDURES**

- A. The County agrees to provide a fair hearing and grievance procedure in conformance with Minnesota Statutes, section 256.045 and 268.86, and in conjunction with fair hearing and grievance procedures established by Minnesota Department of Human Services administrative rules.

**VIII. EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS CLAUSE**

- A. (When applicable) The Contractor agrees to administer all programs in accordance with the provisions contained in the Food and Nutrition Act of 2008, as amended, and in the manner prescribed by regulations issued pursuant to the Act; implement the FNS- approved State Plan of Operation for the Supplemental Nutrition Assistance Program (SNAP) if required; comply with Title VI of the Civil Rights Act of 1964; section 11 (C) of the Food and Nutrition Act of 2008, as amended; the Age Discrimination Act of 1975; section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Action of 1990; Title IX of the Educational Amendments of 1972; and all requirements imposed by the regulations issued pursuant these Acts by the U.S. Department of Agriculture to the effect that, no person in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under SNAP;
- B. (When applicable) The Contractor agrees to administer all programs in accordance with U.S. Department of Health and Human Services requirements imposed by the regulations pursuant to Title VI of the Civil Rights Act of 1964; the Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Action of 1990; Title IX of the Educational Amendments of 1972; Section 1557 of the Patient Protection and Affordable Care Act of 2010. Comply with the regulations to the effect that, no person in the United States shall, on the grounds of race, color, national origin, sex, age, disability, or religion, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under U.S. Department of Health and Human Services programs;
- C. (When applicable) The Contractor agrees to administer all programs and services in compliance with the Minnesota Human Rights Act, Public Services and Public Accommodations provisions; comply with all requirements imposed by the Minnesota Human Rights Act to the effect that, no person in Minnesota shall, on the grounds of race, color, national origin, religion, creed, sex, sexual orientation, marital status, public assistance status, or disability, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under the Minnesota Human Rights Act. The Contractor and the

County further agree to fully comply with any changes in Federal law and regulations. This agreement may be modified with the mutual consent of both parties;

- D. (When applicable) The Contractor agrees that by accepting the Civil Rights Assurance it will compile data, maintain records, books and accounts; and submit reports as required to permit effective enforcement of the nondiscrimination laws. The Contractor also agrees to permit authorized County, Federal and State personnel, during normal working hours, to review such records, books, accounts, and reports as need to determine compliance with the nondiscrimination laws;
- E. (When applicable) The Contractor agrees to provide meaningful access to all participants in the SNAP program. Your agency must take reasonable steps to ensure that Limited English Proficiency (LEP) participants have meaningful access to programs, services, benefits, from your agency. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single- language minorities in certain project areas. Please include a copy of your agency's LEP Plan;
- F. (When applicable) The Contractor agrees to attest that all employees administering services or programs under contract with the County, have received the Civil Rights power point training;
- G. (When applicable) The Contractor certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363.073 (1998). This section only applies if the grant is for more than \$100,000 and the Contractor has employed forty or more full-time employees within the State of Minnesota on a single working day during the previous 12 months.

**IX. REHABILITATION ACT CLAUSE**

The Contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794) and all requirements imposed by the applicable HHS regulation (45 CFR Part 84), and all guidelines and interpretations issued pursuant thereto.

**X. BONDING, INDEMNITY, AND INSURANCE CLAUSE**

- A. **BONDING:** The Contractor will obtain and maintain at all times during the term of this Agreement, a fidelity bond covering the activities of its personnel authorized to receive or distribute monies in the amount of **\$50,000**.

B. INDEMNITY: The Contractor agrees it shall defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages and expenses that the County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Contractor's performance or failure to adequately perform its obligations pursuant to this Purchase of Service Agreement.

C. INSURANCE: The following insurance must be maintained for the duration of this Agreement. A Certificate of Insurance for each policy must be on file with the County within ten (10) days of execution of this contract and before commencement of any work under this contract. Each certificate must include a thirty (30) day notice of cancellation, non-renewal, or material change to all named and additional insured's.

All insurance policies will be open to inspection by the County, and copies of policies will be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

1. General Liability Insurance

- a. **\$500,000** for claims for wrongful death and each Person for other claims  
**\$1,500,000** Each Occurrence  
Claims outside the scope of M.S. 466 **\$2,000,000** per claim.
- b. Policy shall include at least premise, operations, completed operations, independent contractors and subcontractors, and contractual liability.
- c. **Aitkin County** must be named additional insured.

2. Business Automobile Liability Insurance

- a. **\$500,000** Each Person  
**\$1,500,000** Each Occurrence  
Claims outside the scope of M.S. 466, **\$2,000,000** per claim.
- b. Must cover owned, non-owned and hired vehicles.

3. Workers' Compensation per Statutory Requirements

D. NONCOMPLIANCE: The County reserves the right to rescind any contract not in compliance with these requirements and retains all right thereafter to pursue any legal remedies against the Contractor.

E. AUDIT: (When Applicable) The Contractor agrees that within 60 days of the close of its fiscal year an audit will be conducted by a Certified Public Accounting Firm which will meet the requirements of the Single Audit Act Amendments of 1996, P.L.104:156 and Office of Management and Budget,

Circular No. A-133. After completion of the audit, a copy of the audit report must be filed with the County.

**XI. CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION**

Federal Regulation 45 CFR 92.35 prohibits the State/County from purchasing goods or services with federal Money from vendors who have been suspended or debarred by the federal government Similarly, Minnesota Statutes, Section 16C.03, sub. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/County. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By Signing This Contract, The Contractor Certifies That It And Its Principals\* And Employees:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or the County; and
- B. Have not within a three-year period preceding this contract:
  - 1. Been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtained, attempting to obtain or performing a public (federal, state or local) transaction or contract;
  - 2. Violating any federal or state antitrust statutes; or
  - 3. Committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
  - 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction;
  - 2. Violating any federal or state antitrust statutes; or
  - 3. Committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this contract are in violation of any of the certifications set forth above.

- E. Shall immediately give written notice to the Contracting Officer should the Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

"Principals" for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

## **XII. CONDITIONS OF THE PARTIES' OBLIGATIONS**

- A. Before the termination date specified in the Introduction of this agreement, the County 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. This agreement may be canceled by either party at any time, with or without cause, upon 30 days' notice, in writing, delivered by mail or person.
- C. 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.
- D. No claim for services furnished by the Contractor, not specifically provided in the agreement, will be allowed by the County, nor shall the Contractor 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 the agreement.
- E. If the County 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 the Contractor will administer funds as a result of this agreement.
- F. 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.

- G. 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.
- H. The Contractor shall provide Exposure Control Training for its employees and agents as described in laws or rules governing OSHA Regulations. Further, the Contractor hereby releases and holds harmless the County from any loss or injury suffered by the Contractor, its employees or agents, as a result of contract with infectious agents.

**XIII. SUBCONTRACTING AND ASSIGNMENT**

- A. The Contractor shall not enter into subcontracts for any of the work contemplated under this agreement without written approval of the County.
- B. All subcontracts shall be subject to the requirements of this contract. The Contractor shall be responsible for the performance of any subcontractor.
- C. The Contractor must ensure that any and all subcontracts to provide services under this contract must contain the following language:
  - 1. The subcontractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as a third-party beneficiary, is an affected party under this contract. The subcontractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or may sue the provider for any appropriate relief in law or equality, including but not limited to rescission, damages, or specific performances, of all or any part of the contract. Minnesota Department of Human Services is entitled to and may recover from the provider reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision must not be construed to limit the rights of any party to a contract or any other third-party beneficiary, nor must it be construed as a waiver of immunity under the Eleventh Amendment to the United States constitution or any other waiver or immunity.
  - 2. The Contractor agrees to be responsible for the performance of any subcontractor to ensure compliance to the subcontract and Minnesota Rules, part 9525.1870, subpart 3.

**XIV. INDEPENDENT CONTRACTOR**

- A. The Contractor is an independent contractor and not an employee or agent of the County. No statement contained in this Agreement shall be construed so

as to find the Contractor to be an employee or agent of the County. The Contractor, its officers, employees and agents shall be entitled to none of the rights, privileges or benefits of the County's employees. Nothing contained herein is intended nor shall be construed as constituting the Contractor, its officers, employees or agents as the agent, representative or employee of the County for any purpose or in any manner, whatsoever.

**XV. CONTRACTOR STANDARDS AND LICENSES**

- A. The Contractor shall furnish to the County a background resume to include the following: professional and personal credentials for guardianship/conservatorship, a minimum of three personal/professional references, professional associations and/or accreditation of such, a current Minnesota driver's license in good standing.
- B. The Contractor will annually authorize the County to perform a background check under the Criminal Justice Information System for evidence of maltreatment of adults, vulnerable adults, and any criminal exploitation. The Contractor will be required to consent to a background check (local and state) prior to a contract being issued.
- C. Contractor will comply with all court background check and background reporting requirements, including filling out forms annually and when any changes occur, if applicable.
- D. When required, the Contractor shall remain licensed by the State during the term of this Agreement. The County will only pay for Contract Management services provided pursuant to such licensing requirements.
- E. When licensing is required, the revocation of the license shall be the cause for cancellation of this Agreement effective upon receipt of the cancellation notice, other provisions for cancellation of this Agreement notwithstanding.
- F. The Contractor shall comply with all applicable Federal and State statutes and regulations, as well as local ordinances and rules now in effect or hereafter adopted including Minnesota Statutes 524.5 et al.
- G. Other provisions for cancellation of this Agreement notwithstanding, failure to meet the requirements of paragraphs a, b, c as stated above may be cause for cancellation of this Agreement effective as of receipt of notice of cancellation.

**XVI. NONCOMPLIANCE**

- A. If the Contractor fails to comply with the provisions of this contract, the County may seek any available legal remedy.
- B. Either party must notify the other party within 30 days when a party has reasonable grounds to believe that this contract has been or will be breached in a material manner. The party receiving such notification must have 30 days, or any other such period of time as mutually agreed to by the parties, to cure the breach or anticipatory breach.

**XVII. 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).

**XVIII. CANCELLATION, DEFAULT AND REMEDY**

- A. This Agreement shall continue in effect until terminated by either party without cause, with 30 days advance, written notice delivered to the other party, served on the Director of Aitkin County Health and Human Services, 204 First Street NW, Aitkin, Minnesota 56431 on behalf of the County; and on the Director of Lutheran Social Services of Minnesota, 1605 Eustis Avenue, Suite 310, St. Paul, MN 55108 on behalf of the Contractor.
- B. In the event of default by either party, the non-defaulting party may cancel this Agreement immediately by sending written notice of cancellation to the defaulting party at its principal business address, notwithstanding the provisions of Paragraph XVI.A above. The failure of the defaulting party, including the failure of any employee of the defaulting party, to abide by any of the terms, conditions or requirements expressed in this Agreement shall constitute a default if not corrected within ten (10) days of receipt of written notice of deficiency from the County.
- C. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of the County upon resolution of the County.
- D. If either party wishes to terminate this service agreement at the end of its initial term, that party must give the other party prior written notice of intent to terminate at least 60 days prior to expiration of this contract. If party wishing to terminate the service agreement fails to give timely notice to other party, the

service agreement will automatically renew for another calendar year, with services provided at the hourly rate stated in this agreement.

**XIX. SINGLE INSTRUMENT, LEGALITY**

- A. It is understood and agreed that the entire agreement of the parties is 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 County relating to the subject matter hereof.
- B. The provisions of this Agreement are severable. If a court of law holds any paragraph, section, subdivision, sentence, clause or phrase of this Agreement to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such ruling shall not affect the remaining portions of this Agreement. However, upon the occurrence of such event, the parties shall immediately meet to negotiate a revised Agreement which does not violate the above-referenced ruling.

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR agree that this agreement is effective from January 1, 2021 to December 31, 2021.

BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
Chairperson  
Aitkin County Board of Commissioners

BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
Cynthia Bennett, Director  
Aitkin County Health & Human Services

BY: Jeri Schoonover DATED: 12/9/2020  
Jeri Schoonover  
Lutheran Social Services,  
Chief Service Officer

**APPROVED AS TO FORM AND EXECUTION**

BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
Jim Ratz  
Aitkin County Attorney