

## PURCHASE OF SERVICE AGREEMENT

The **Aitkin County Health & Human Services**, 204 – 1<sup>st</sup> Street NW, Aitkin, Minnesota 56431, hereafter referred to as the Department and **Nystrom & Associates**, 13021 Evergreen Drive, Baxter, MN 56425, hereafter referred to as Contractor, enter into this agreement for the period from **January 1, 2016, to December 31, 2016**.

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 Department 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 Department pursuant to Minnesota statutes, section 373.01, 373.02, 245.465(4), and 256E.08 wishes to purchase mental health services from multi-disciplinary service Contractor; and

WHEREAS, the Contractor is an autonomous mental health provider in private practice, and in multiple disciplines 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.

Psychological evaluations and tests ordered by the court system will be subject to review by the Department to determine whether said evaluations and tests appropriately fall under the terms of this agreement. If Department determines that said evaluations and tests fall outside the scope of this agreement, Contractor will be notified upon referral by Department.

### II COST AND DELIVERY OF PURCHASED SERVICES

Statements will be submitted by the 10<sup>th</sup> 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 **Nystrom & Associates** 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 Frank Weber. 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. **Nystrom & Associates** agrees to provide Aitkin County Health & Human Services, (attached to the contract):
  - A. Description of staffing, including job descriptions and professional qualifications of all personnel under this agreement (Attachment B).
4. Program and fiscal records shall be retained in the Contractor facility for a minimum of five years.
5. 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 (Nystrom & Associates, Ltd.) 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: \_\_\_\_\_  
Nystrom & Associates, President

DATE: \_\_\_\_\_

\_\_\_\_\_  
**Printed Name and Title of Person Signing this document**

APPROVED AS TO FORM AND EXECUTION

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

DATE: \_\_\_\_\_

## COST & DELIVERY OF PURCHASED SERVICES

A. Case Consultation \$90.00/hour

Between a member of Nystrom & Associates staff and an outside professional (listed below) regarding a client who is active in our agency. This includes phone and/or in-person contact. Outside professional is defined as:

- 1) Social Workers at Aitkin County Health & Human Services
- 2) Probation Officer
- 3) Aitkin County Sheriff's Dept.
- 4) Aitkin County Attorney
- 5) Guardian Ad Litem

B. Pre-Petition Screens \$100.00/hour

|                             |                    |
|-----------------------------|--------------------|
| C. Psychological Assessment | Flat Rate \$600.00 |
| Additional Charges for:     |                    |
| WAIS                        | \$200.00           |
| WISC                        | \$200.00           |
| WRAT                        | \$ 80.00           |

D. Outpatient Psychiatric Evaluation Flat Rate \$440.00

E. Outpatient Psychiatric Med Check Flat Rate \$205.00

F. Outpatient Therapy Flat Rate \$136.00

G. Travel \$.45/minute