



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

Presbyterian Family Foundation to provide professional guardianship and conservatorship services.

Objective

Presbyterian Family Foundation 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 a contract renewal

Changes to Existing Contract

Change in contract includes an additional requirement by the guardian and/or conservator to request prior approval from the county for services following the death of their ward.

Timeline for Execution

1/1/19-12/31/19

Conclusion

We are requesting the board to support continued contracting with Presbyterian Family Foundation for guardianship and conservatorship duties for vulnerable adults who are Aitkin County's Financial Responsibility.



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PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT by and between Aitkin County Health and Human Services, 204 1st Street NW, Aitkin, MN, 56431, herein after referred to as the “Agency” and Presbyterian Family Foundation, 901 North Highway 71, Willmar, MN, 56201, hereinafter referred to as the “Contractor”, enter into this agreement for the period January 1, 2019 to December 31, 2019.

WHEREAS, the Agency has identified persons who may be candidates for private guardianship or conservatorship; and

WHEREAS, the Contractor is willing and able to provide guardianship services to Vulnerable Adults in accordance with Minnesota Statutes 626 and Minnesota Department of Human Services rules; and

WHEREAS, Minnesota Statute 525 allows for reimbursement for the provision of Guardianship and Conservatorship services; and

WHEREAS, the Agency, pursuant to Minnesota Statutes, section 256, wishes to purchase such services from the Contractor;

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

I. Contractor’s Duties

- A. The Agency agrees to purchase and the Contractor agrees to provide guardianship services which includes actions and decisions on behalf of the ward and that will encourage and allow the maximum level of independent functioning in a manner least restrictive of the ward’s personal freedom consistent with the need for supervision and protection. Such actions and decisions shall be limited to only those powers granted by the court and which are necessary to provide for the demonstrated needs of the ward. The Contractor shall permit and encourage input by the nearest relative of the ward in planning and decision making in behalf of the ward as long as this person is acting in the best interests of said ward.
- B. Guardianship/Conservatorship services will be provided in accordance with MN Statutes, Section 252A, and applicable Minnesota Rules, including 9525.3010=3100 and incorporated herein by reference.
- C. Purchased services will be provided within the State of Minnesota.
- D. The Contractor agrees to provide the Agency with a written description of their Guardianship/Conservatorship program.

- E. The Contractor shall, in writing within 10 days, notify the Agency whenever it is unable to, or going to be unable to, provide the required quality or quantity of the Purchased Services. Upon such notification, the Agency shall determine whether such inability will require modification or cancellation of the contract.

II. Terms of Payment

- A. The rate to be paid by the Agency for purchased services under this contract is \$56.65 per hour with monthly contact permitted to two hours per month for individuals living in a supervised setting and three hours per month for individuals living in their own homes and shall not exceed \$4078.80 per case, plus mileage. Situations deeming addition contact beyond the established time will require prior authorization by the county case manager coordinating the case. The Contractor shall, upon authorization from a Court of Law, charge the individual for whom services are being provided or bill alternative financial resources available to pay for services, prior to any payments from the Agency. All payment will be in the amount and in the manner described below.
 - 1. Services will be reimbursed on a fee-for-service basis for authorized services in accordance with the rate schedule in Exhibit A.
- B. The Contractor shall, within five (5) working days following the last day of each calendar month, submit a standard invoice to the Agency or the County of Financial Responsibility. The invoice shall show the total cost for all program services, and the name and home address of each client for whom services were provided.
- C. Compensation to the Contractor shall be conditioned on compliance of all applicable laws, rules and standards by the Contractor.
- D. The Contractor shall establish written procedures for terminating services to a client. The written procedures shall include the specific grounds for termination of service.
- E. Per Minnesota Statutes 524.537 and 524.5-431 Guardianship and Conservatorship end upon death of a ward. Situations requiring additional billing by the Contractor following the death of a ward will require prior authorization from the county case manager.

III. Individual Service Plan

- A. The parties understand and agree that all services provided to eligible clients under the terms of this contract shall be in accordance with the individual service plan, (if applicable). The Agency will develop the client's individual plan and the Contractor will coordinate service delivery with the client's case manager, as required.
- B. All services provided to eligible clients under the terms of this contract shall be directed toward the client's achievement of the goals and objectives identified in the client's individual plan. Performance of the Contractor will be monitored and evaluated in accordance with client outcomes as specified in the individual plan, and in accordance with the Minnesota Data Privacy Act.

IV. Audit and Record Disclosures

- A. The Contractor must include the name and home address of each client for whom services are included on a bill submitted to the Agency or County of Financial Responsibility if the Agency or County of Financial Responsibility has requested the information.
- B. The Agency's procedures for monitoring the Contractor's performance under this contract, including compliance with all applicable rules and laws, which may include but are not limited to: on-site visits to the Contractor's facility; review of the client files; review of the Contractors' records; and review of reports and data provided by the Contractor at the Agency's request. Program records, including written policies and procedures required by rule or law, client records, medical records, assessments, individual service or treatment plans, shall be maintained for four years. Consistent with Minnesota Statutes, Section 13.46, Subdivisions 7, 8 and 9, the Contractor agrees to allow personnel of the Agency, the Minnesota Department of Human Services, and the Department of Health and Human Services, access to the Contractor's facility and records at reasonable hours to exercise their responsibility to monitor purchased services. The Contractor agrees to keep complete books and records according to generally accepted accounting principles which shall fully document receipts and expenditures under this contract. Either manual or electronically stored records shall include, but not be limited to: ledgers, vouchers, receipts, bank statements, cancelled checks, payroll and cash account records, and other supporting documents. Contractor further agrees to maintain all records pertaining to the contract at its offices for four years for audit purposes.

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 provided by in Minnesota Statutes, Chapter 13, or for any responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, the client's attorney or the client's responsible parent or guardian.
- B. The individual employed by the Contractor who is designated to assure compliance with the Minnesota Government Data Practices Act, in accordance with Minnesota Statutes, Section 13.46, Subdivision 10, Paragraph (3) shall be Shirley Olson.

VI. Equal Employment Opportunity and Civil Rights and Nondiscrimination

The Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504.

VII. Fair Hearing and Grievance Procedures

The Agency agrees to provide for a fair hearing and grievance procedure in conformance with Minnesota Statutes, Section 256.045, and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the Minnesota Department of Human Services.

VIII. Bonding, Indemnity, Insurance, and Audit Clause

- A. **Bonding:** The Contractor agrees to obtain and maintain for the duration of this agreement a fidelity bond covering the activity of its personnel authorization to receive or distribute monies. Such bond shall be in the amount of **\$10,000**.
- B. **Indemnity:** The Contractor agrees that it will at all times indemnify and hold harmless the Agency from any and all liability for loss, damage, or injuries arising from its performance under this contract if:
 - 1. By reason of any service clients suffer personal injury, death, or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this contract, or while on premises owned, leased, or operated by the Contractor, or while being transported to or from the premises in a vehicle owned, operated, chartered, or otherwise contracted for by the Contractor or its assigns:
 - 2. By reason of any service a client causes injury to, or damage to, the property of another person during any time when the Contractor, the Contractor's assigns or employee thereof has undertaken or is furnishing the care or service called for under this contract.
- C. **Insurance:** The Contractor does further agree that in order to protect itself as well as the Agency under the indemnity provisions set forth above, it will, at all time during the term of this agreement, have and keep in force a liability insurance policy in the minimum amount of **\$500,000** (Five Hundred Thousand Dollars) for total injuries or damages to any one person and **\$1,500,000** (One million and five hundred thousand dollars) for total injuries or damages arising from any on incident. In addition, will carry a **\$3,000,000** general aggregate liability policy.
- D. **Audit:** The Contractor agrees that within 150 days of the close of its fiscal year an audit will be conducted. After completion of the audit, a copy of the audit report must be available upon request.

IX. Conditions of the Party's Obligations

- A. This agreement may be cancelled by either party at any time, upon 30 days notice, in writing, delivered by mail or in person.
- B. Any alterations, variations, modification, 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. In the event there is a revision of State or Federal regulations which might make this agreement ineligible for Federal or State financial participation, all parties will review the agreement and renegotiate those items necessary to bring the agreement into compliance with the new regulations.

E. In accordance with Minnesota Statutes, Section 245.466, Subdivision 3 (1), the Commissioner of the 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 goods and services contemplated under this agreement without written approval of the Agency. This provision shall include services to be provided by the Contractor's legal consult for which additional charges would be assessed to the individual or the Agency.

All subcontracts shall be subject to all the requirements of this contract, including the requirement that the Commissioner of Human Services shall be a third party beneficiary of the contract. The Contractor shall be a third party beneficiary of the contract. The Contractor shall be responsible for the performance of any subcontractor.

XI. Miscellaneous

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 any county social services relating to the subject matter hereof.

It is agreed and understood that should the county discontinue participation in the contract or be unable to pay for services that the county agrees to be willing to be names as or provide a successor guardian or conservator.

IN WITNESS WHEREOF, the AGENCY and the CONTRACTOR agree that this agreement is effective from January 1, 2019 to December 31, 2019.

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

BY: _____ Date: _____
Chairperson, Aitkin County Board of Commissioners

BY: _____ Date: _____
Presbyterian Family Foundation, Inc.

Printed Name & Title of Person Signing for Presbyterian Family Foundation, Inc.

APPROVED AS TO FORM AND EXECUTION:

BY: _____ Date: _____
Jim Ratz
Aitkin County Attorney

GUARDIANSHIP/CONSERVATORSHIP FEES

**GUARDIANSHIP OF THE PERSON
CONSERVATORSHIP OF THE ESTATE**

GENERAL DUTIES (include, but are not limited to)

1. Visits with the clients shall be at least once a month. They may be by telephone or written communication with the person's caregiver, if appropriate.
2. Attend case conferences, annual meetings and appropriate court hearings.
3. File annual well-being reports to the court.
4. Review and sign consents, fill out financial applications as needed, monitor personal needs monies and take care of any required correspondence.
5. Take necessary and appropriate actions on behalf of the client and his/her estate.
6. File an annual or final account when necessary.

Whenever possible, trained volunteers will be matched with some clients to be a friend and a liaison to enhance the relationship between the person and PFF.

The hourly rate to be paid is \$56.65. Mileage is to be paid at a rate of current federal tax rate.

Fees do not include attorney fees on behalf of client. See Section X of this contract.