

AGREEMENT

THIS AGREEMENT, is made and entered into this ___ day of _____ 2006, by and between Ramsey County (referred to as the "County") and the Minnesota State Auditor (referred to as the "State Auditor").

WHEREAS, the State Auditor, pursuant to Minn. Stat. § 6.80, has the authority to grant a waiver from administrative rules or a temporary, limited exemption from enforcement of state procedural laws governing delivery of services by a local government unit; and

WHEREAS, Minn. Stat. § 252.46, subd. 1 provides that payment for Day Training and Habilitation is to be based on a partial day, full day, and transportation rate; Minn. Rule 9525.1240 sets out requirements for Day Training and Habilitation Agreements; Minn. Rule 9525.1290 sets out billing requirements based on the partial day, full day, and transportation rates; and Minn. Stat. § 252.46, subd. 17 and 18 allow counties participating in a pilot study to use an hourly rate payment methodology; and

WHEREAS, it is agreed that allowing the County to use the hourly rate payment methodology would be more efficient and enable the County to better provide the individualized day services that consumers and families seek.

WHEREAS, the County has requested a temporary, limited exemption from enforcement of state procedural laws governing delivery of services and a waiver from administrative rules.

WHEREAS, the State Auditor has granted the County a temporary, limited exemption from enforcement of state procedural laws governing delivery of services and a waiver from administrative rules;

THEREFORE, it is agreed:

- I. **EXEMPTION AND WAIVER.** The County is hereby granted a temporary, limited exemption from enforcement of procedural requirements governing the administration of billing as outlined in Minn. Stat. 252.46, subd. 1, allowing the County to utilize the pilot program hourly rate methodology, with rates to be approved by the Department of Human Services.

- II. **OUTCOMES.** Through the implementation of this exemption and waiver, the County intends to improve the services delivered to consumers by tailoring Day Training and Rehabilitation services to the needs of individual consumers, ensuring that they receive the appropriate amount of such services. The County commits to the following outcomes:

- a. Services arranged will be designed to meet the goals outlined in the Individual Service Plan required by Rule 185.
 - b. Demonstrated progress will be made toward achieving the various individualized goals.
- III. BARRIERS. These outcomes cannot be met under current laws and rules that provide only partial day, full day, and transportation rates for Day Training and Rehabilitation services. The current rate structure does not allow for reimbursement for the individualized day services consumers and families are requesting.
- IV. REPORTING AND EVALUATION
- a. The County agrees to keep a record of each individual who utilizes the hourly rate for day services, and to keep a list of new contracts with new vendors to implement this service option.
 - b. By May 10, 2007, the County will prepare a written report detailing the efficiencies achieved from the temporary, limited exemption and waiver during the previous year and assessing the service outcomes achieved. This report will include a review of the annual cost of day service for participating individuals and a comparison to the annual cost of day service prior to the hourly rate.
 - c. The County agrees to provide the State Auditor with annual status reports, which are due May 10, 2007.
 - d. The State Auditor shall, during the course of the agreement, evaluate the County's performance under the terms of this agreement. The State Auditor reserves the right to request additional information from the County to carry out its evaluation.
- V. TERM OF AGREEMENT.
- a. This agreement shall be effective on August 31, 2006, upon such date as it is executed by the County and the State Auditor, whichever occurs later, and shall remain in effect until ten (10) days after adjournment of the 2007 regular legislative session, unless the legislature has acted to extend or make permanent the exemption.
 - b. The County may re-submit an application upon termination of the agreement to extend the agreement. The State Auditor will

review the renewal application, reports and evaluations in determining whether to approve an extension of the agreement.

VI. CANCELLATION.

a. Upon the County's failure to comply with any provision of this agreement, the State Auditor may rescind this agreement. The rescission shall be effective upon the State Auditor giving the County written notice.

b. The State Auditor and the County may mutually agree to cancel this agreement at any time.

VII. LIABILITY. The County agrees to indemnify and save and hold the State Auditor and its agents and employees harmless from any and all claims or causes of action arising from the performance of this agreement by the County or the County's agents or employees. This clause shall not be construed to bar any legal remedies the County may have for the State Auditor's failure to fulfill obligations pursuant to this agreement.

Ramsey County

Minnesota State Auditor

Chairman

Minnesota State Auditor

Date

Date

Recommended By:

Developmental Disabilities Section
Manager

Date