

**CONTRACT BETWEEN ISANTI COUNTY HEALTH AND HUMAN SERVICES AND
SCHOOL DISTRICT #911: CAMBRIDGE-ISANTI SCHOOL DISTRICT FOR CHEMICAL HEALTH SERVICES**

THIS AGREEMENT is made and entered into by and between Isanti County Health and Human Services, as fiscal host for the Isanti County Integrated Collaborative, hereafter referred to as the "COUNTY," and Cambridge-Isanti School District #911, hereafter referred to as the "CONTRACTOR," for the provision of Chemical Health Services for the contract period January 1, 2026 through December 31, 2026.

WHEREAS, the County of Isanti, on behalf of the Isanti County Integrated Collaborative for Integrated Children's Mental Health and Family Services, has awarded a grant to the CONTRACTOR to assist with the provision of Chemical Health Services; and

WHEREAS, the Isanti County Integrated Collaborative has designated the COUNTY to act as the fiscal host; and

WHEREAS, the Isanti County Integrated Collaborative, pursuant to Minnesota Statutes, section 124D.23, 373.02, and 245.493, seeks to purchase services from the CONTRACTOR;

WHEREAS, the CONTRACTOR is an approved provider of Chemical Health Services through subcontracting; and

WHEREAS, the CONTRACTOR represents that it is duly qualified and willing to perform such services.

NOW, THEREFORE, in consideration of the mutual undertaking and agreements set forth herein, the COUNTY and CONTRACTOR agree as follows:

I. Term of Agreement

This Contract shall commence January 1, 2026, notwithstanding the signature date, and terminate December 31, 2026.

II. Services to be Provided

A. The COUNTY agrees to purchase and the CONTRACTOR agrees to furnish, the following Chemical Health Services at Cambridge-Isanti Schools:

1. Monitor and assist with enforcement of District Chemical Use policy.
2. Conduct interventions.
3. Provide individual and family support sessions.
4. Develop and implement prevention programming, including:
 - a. Support groups as determined by location;
 - b. Peer Helper training (SADD);
 - c. Peer Education (workshops on chemical use factors and decision-making).
5. Develop and deliver classroom educational programming.
6. Faculty and staff in-services.
7. Serve as a member of Health and Guidance Development (HGD) pre-assessment team.
8. Monitor aftercare progress of students returning from treatment.

III. Cost and Delivery of Services

A. Contract Amount

The total amount payable under this Contract is up to \$25,000 to reimburse expenses incurred in providing services during the 2026 calendar year.

- Up to \$12,500 may be invoiced in May 2026
- Up to \$12,500 may be invoiced in November 2026

B. The CONTRACTOR certifies that:

1. The services provided are not available to eligible clients at no cost elsewhere;
2. Payment claims will not exceed amounts reasonable and necessary for high-quality services;
3. Rates of payment do not include administrative or program costs assignable to private-pay or third-party clients.

C. The CONTRACTOR must notify the COUNTY in writing within 10 (ten) days if it is unable, or anticipates being unable, to provide the required quality or quantity of services.

D. Services will be provided at Cambridge-Isanti School District facilities.

E. If state or federal funding to the COUNTY is reduced or discontinued such that services cannot be purchased, obligations of both parties shall terminate

F. Correct quarterly invoices will be paid within 30 (thirty) days of receipt.

G. If an invoice is incorrect or defective, the COUNTY will notify the CONTRACTOR within 10 (ten) days. Upon receipt of a corrected invoice, payment will be made within 35 (thirty-five) days.

IV. Suspension for Insufficient Funding

In the event of temporary lack of funding or appropriation, the COUNTY may suspend its obligations under this Contract without terminating it. This suspension will be for the duration of the lack of funding or appropriation and shall not be considered a termination of the Contract. The COUNTY will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

A. The CONTRACTOR will be notified in writing of the temporary suspension, and the CONTRACTOR's ability to perform under the Contract will be suspended during this period. The COUNTY will provide reasonable notice to the CONTRACTOR of the lack of funding or appropriation and shall notify the CONTRACTOR once funding is restored or appropriated, and at the COUNTY's discretion, performance under the Contract may resume.

B. The COUNTY may convert the suspension for insufficient funding to terminate under the clause Termination for Insufficient Funding upon written notice to the CONTRACTOR.

V. Termination

A. Termination: The State of the Government Unit may terminate this Contract at any time, with or without cause, upon 30 days written notice to the other party.

B. Termination for Insufficient Funding: The COUNTY may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if

funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or email notice to the CONTRACTOR. The COUNTY is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The COUNTY will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The COUNTY must provide the CONTRACTOR notice of the lack of funding within a reasonable time of the COUNTY's receiving that notice.

- C. COUNTY or CONTRACTOR may terminate this Contract, without cause, with at least 21 calendar days' written notice (i.e., by mail, email, or both) to the other party. Upon termination, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for activities satisfactorily performed.
- D. The CONTRACTOR may reject the COUNTY's suspension for insufficient funding by writing a response to the notice of suspension. If the CONTRACTOR rejects suspension, the notice of suspension shall be effective as a notice of termination under the clause Termination for Insufficient Funding with the same effective date as was provided for the suspension.

VI. Record Disclosure / Audit

- A. Record keeping of the CONTRACTOR's activity will be the property of the COUNTY.
- B. The CONTRACTOR will comply with policies of the Minnesota Department of Human Services, regarding social service recording and monitoring procedures, as defined and described in the Department of Human Services rules and manuals.
- C. The CONTRACTOR will be responsible to send the following financial statistical and social services reports to the COUNTY no later than January 31, 2027:
 - 1. Outcome measures – annually
 - 2. Number of program participants – annual unduplicated count and school year count per program site.
 - 3. Other information, as requested by the COUNTY.
- D. The CONTRACTOR shall be responsible for maintaining all records pertaining to the employment of persons in the position and providing services under this Contract for at least four years or per the legally required period, whichever is greater.
- E. When applicable, the CONTRACTOR agrees that within 160 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.

VII. Safeguard of Client Information

The use of disclosure, by any party, of information concerning an eligible client, in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13; or for any purpose not

directly connected with the COUNTY's or CONTRACTOR's responsibility, with respect to the purchased services hereunder, is prohibited without a written consent of such eligible student, the student's attorney, or the student's responsible parent or legal guardian.

VIII. Equal Employment Opportunity / Civil Rights

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, affectional preference, public assistance status, criminal records, creed, or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provision of any and all applicable federal and state laws against discrimination including the Civil Rights Act of 1964. The CONTRACTOR will furnish the COUNTY all reports required by Executive Order No. 11246 and Revised Order No. 4, and by the rules and regulations and orders of the Secretary of Labor, the Minnesota Department of Human Services for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

IX. Fair Hearing and Grievance Procedures

The COUNTY agrees to provide for a fair hearing and grievance procedure in conformance with Minnesota Statutes, section 256.045, and in conjunction with fair hearing and grievance procedures established by the Department of Human Services' administrative rules.

X. Indemnification and Insurance

A. The CONTRACTOR agrees that it will defend, indemnify, and hold harmless the COUNTY and its officers, employees, and agents against any and all liability, claims, losses, damages, punitive or otherwise, costs, expenses, suits and attorney's fees which the COUNTY or its officers, employees, or agents may sustain, incur, or be required to pay during or after the term of this Contract by reason of any negligent act or omission or intentional act of the CONTRACTOR, its agents, or subcontractors, which cause bodily or personal injury, or death, or property damage or loss to another.

B. The CONTRACTOR agrees that to protect itself as well as the COUNTY, it will always during the term of this Contract keep in force an insurance policy. This liability insurance policy will meet the limits of the tort liability limits under Minnesota Statutes, section 3.736 and 466.04, subdivision 4. The CONTRACTOR will send a current certificate of insurance on an annual basis. The CONTRACTOR will carry a 10-million-dollar umbrella policy which meet the coverage stipulation.

C. Any policy obtained and maintained under this clause shall not be cancelled, materially changed, or not renewed without thirty days' prior notice thereof to the COUNTY.

D. Upon request by the COUNTY, the CONTRACTOR will furnish the COUNTY with current Certificates of Insurance.

XI. Compliance with Laws and Standards

A. The CONTRACTOR shall maintain in good standing all professional credentials necessary to provide the services contemplated and set forth herein.

4

B. The CONTRACTOR shall abide by all federal, state, and local laws, statutes, ordinances, rules, and regulations now in effect or hereinafter adopted pertaining to this Contract or to the subject matter thereof for which the CONTRACTOR is responsible.

1. By signing this Contract, the CONTRACTOR certifies that it is and its principals and its employees are not presently banned, suspended, proposed for banning, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department; and have not within a three-year period proceeding this Contract:
 - a. Been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; or
 - b. Violated any federal or state antitrust statutes; or
 - c. Committed embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property; and
2. Are not presently indicated or otherwise criminally or civilly charged by a governmental entity for:
 - a. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; or
 - b. Violating any federal or state antitrust statutes; or
 - c. Committing embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property; and
3. Are not aware of any information and possess no knowledge that any subcontract(s) that will perform work pursuant to the Contract are in violation of any of the certifications set forth above.
4. Shall immediately give written notice to the COUNTY should the CONTRACTOR come under investigation for allegation 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.

XII. Conditions of Obligation

- A. The CONTRACTOR shall notify the COUNTY within 30 days of changes to ownership, structure, or leadership.
- B. If state or federal funding is discontinued, obligations hereunder shall terminate.
- C. CONTRACTOR must notify the COUNTY within 10 days in an inability to perform services.

- D. Either party may cancel this Contract upon 90 days' written notice.
- E. The COUNTY may evaluate contract performance prior to termination or renewal.
- F. Modifications must be in writing, signed by both parties.
- G. The COUNTY may terminate the Contract if funds are not being administered according to the service plan or if services are not provided according to contract terms.

XIII. Independent Contractor

- A. The CONTRACTOR is an independent contractor and neither the position nor the work of the CONTRACTOR shall cause the CONTRACTOR to be construed as an employee in any way. The CONTRACTOR shall always be free to exercise initiative, judgment, and discretion as to how to best perform or provide services.
- B. The CONTRACTOR acknowledges and agrees that it is not entitled to receive any of the benefits received by COUNTY employees and is not eligible for workers or unemployment compensation benefits.
- C. The CONTRACTOR also acknowledges and agrees that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due and that it is the CONTRACTOR's sole obligation to comply with the applicable provision of all federal and state laws.

XIV. Data Practices

- A. All data collected, created, received, maintained, disseminated, or used for any purposes during the CONTRACTOR's performance of this Contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes, Section 13.01 or any other applicable state statutes and any rules adopted to implement the Act as well as state statutes and general regulations on data privacy. The CONTRACTOR agrees to abide by these statutes, rules, and regulations, including any amendments that are agreed upon. The CONTRACTOR agrees to maintain all records to comply with policies of the Health Insurance Portability and Accountability Act to protect individual medical records and other personal health information.
- B. The CONTRACTOR and all subcontractors shall ensure that a joint Release of Information document is completed prior to exchanging private information in accordance with Minnesota Rules, Parts 1205.0100 to 1205.2000.
- C. The CONTRACTOR provides assurances that it will comply with Health Information Portability and Accountability Act (HIPPA) requirements necessary to protect individual identifying health information (IIHI). Use and disclosure will require that all IIHI be:
 - 1. appropriately safeguarded; and
 - 2. any misuse of IIHI will be reported to the COUNTY; and
 - 3. secure satisfactory assurances from any subcontractor; and
 - 4. grant individuals access and ability to amend their IIHI; and

5. make available an accounting of disclosures; release applicable records to the COUNTY or Department of Human Services, if requested; and
 6. upon termination, return or destroy all IIHI in accordance with conventional record retention and destruction practices.
- D. The CONTRACTOR provides for assurances that the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) will be adhered to protect the privacy of the students' education records.
- E. The Confidentiality of Alcohol and Drug Abuse Patient Records (CFR Title 42: Part 2) regulation specified restrictions concerning the disclosure and use of patient records that include information on substance use diagnoses or services.

XV. Records-Availability, Retention, and Disclosures

The CONTRACTOR will grant audit authority and access to the COUNTY, the Minnesota Department of Human Services, and the U.S. Department of Health and Human Services, with any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary. The entities listed above shall have access to and the right to: examine, audit, except, and transcribe any books, documents, papers, records, etc.; this includes accounting procedures and practices of the CONTRACTOR which are relevant to this Contract. The CONTRACTOR agrees to keep copies of any documents and records required by state and federal law.

When applicable, the CONTRACTOR agrees that within 160 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.

XVI. Record Keeping

Record keeping of the CONTRACTOR's activity will be the property of the COUNTY.

- A. The CONTRACTOR will comply with policies of the Minnesota Department of Human Services, regarding social service recording and monitoring procedures, as defined and described in the Department of Human Services rules and manuals.
- B. The CONTRACTOR will be responsible to send the following financial statistical and social services reports to the COUNTY no later than January 31, 2027:
1. Outcome measures- annually.
 2. Number of program participants – annual unduplicated count and school year county per program site.
 3. Other information, as requested by the COUNTY.
- C. The CONTRACTOR shall be responsible for maintaining all records pertaining to the employment of person in the position and providing services under this Contract for at least four years or per the legally required period, whichever is greater.

XVII. Contractor Qualifications and Training

- A. The CONTRACTOR agrees to use only qualified personnel to provide any purchased services. If licensing or certification is a prerequisite for provision of services, the CONTRACTOR shall ensure that personnel are properly licensed or certified.
- B. The CONTRACTOR agrees to provide or arrange for staff training as required.
- C. A copy of the staff training plan shall be provided to the COUNTY upon request.
- D. A background check satisfactory to the COUNTY will be performed on all employees prior to hire in accordance with Minnesota Department of Human Services (DHS).
- E. The CONTRACTOR agrees to always maintain during the term of this Contract, a process whereby its current and prospective employees and volunteers who will have direct contact with persons served by the program or program services, will consent to a background check for evidence of maltreatment of adults or minors substantiated under Minnesota Statutes section 260E.
- F. CONTRACTORS who provide services to recipients under the age of 18 must comply with maltreatment reporting requirements as defined in Minnesota Statutes 260E.

XVIII. Subcontracting

- A. The CONTRACTOR agrees not to enter subcontracts for any of the work contemplated under this Contract, without written approval of the COUNTY.
- B. All subcontractors must be subject to and must meet all the requirements of this Contract.
- C. The CONTRACTOR must ensure that all subcontracts that are developed for subcontractors who wish to provide services under this Contract must contain the following language:

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 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 equity; including but not limited to rescission, damages, or specific performance 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 this 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.

- D. 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.

XIX. Nondiscrimination

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, affectional preference, public assistance status, criminal records, creed, or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provision of any and all applicable federal and state laws against discrimination including the Civil Rights Act of 1964. The CONTRACTOR will furnish the COUNTY all reports required by Executive Order No. 11246 and Revised Order No. 4, and by the rules and regulations and orders of the Secretary of Labor, the Minnesota Department of Human Services for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

XX. Representatives

The following named persons are designated the authorized representatives of parties for the purposes of this Contract. These persons have authority to bind the party they represent and to consent to modifications and subcontracts, except that, as to the COUNTY, the authorized representative shall have only the authority specifically or generally granted by the Isanti County Board of Commissioners. Notification required to be provided pursuant to this Contract shall be provided to the following named persons and addresses unless otherwise stated in this Contract, or in a modification of this Contract:

County Designee	Marjanae McGowan, Division Operations Supervisor Isanti County Health and Human Services 1700 East Rum River Drive South, Suite A Cambridge, MN 55008 Marjanae.mcgowan@co.isanti.mn.us
-----------------	--

Contractor Designee	Dr. Nathan Rudolph, Superintendent Cambridge-Isanti School District 625A Main Street North Cambridge, MN 55008 nrudolph@c-ischools.org
---------------------	--

XXI. Miscellaneous

The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR for any appropriate relief in law or performance of all or any part of the Contract between the COUNTY and the CONTRACTOR. The CONTRACTOR specifically acknowledges that the COUNTY and the Minnesota Department of Human Services are entitled to and may recover from the CONTRACTOR 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 the Contract of 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 of immunity.

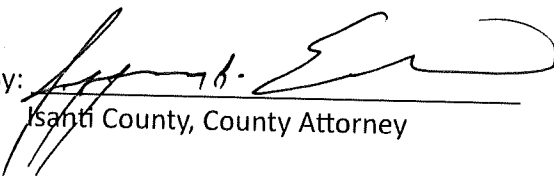
XXII. Modification

Any alterations, variations, modifications, or waivers of provisions of this Contract must be valid only when they have been reduced in writing, duly signed, and attached to the original of this Contract.

No claim for services furnished by the CONTRACTOR not specifically provided in this Contract will be allowed by the COUNTY nor must the CONTRACTOR do any work or furnish any material not covered by this Contract unless this is approved in writing by the COUNTY. Such approval must be considered a modification of this Contract.

IN WITNESS THEREOF, the COUNTY and the CONTRACTOR, each intending to be bound by this Contract, effective January 1, 2026; irrespective of the dates of the signatures, certifies that the appropriate persons have executed this Contract, as required by applicable articles, by-laws, resolutions, and ordinances.

APPROVED AS TO FORM AND CONTENT

By: 
Isanti County, County Attorney

Dated: December 15, 2025

Superintendent, District 911

By: _____
Dr. Nathan Rudolph

Dated: _____

Board Chair, District 911

By: _____

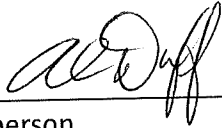
Dated: _____

ISANTI COUNTY HEALTH AND HUMAN SERVICES

By: Marganase McGowan
Division Operations Supervisor

Dated: 12/17/2025

ISANTI COUNTY BOARD OF COMMISSIONERS

By: 
Board Chairperson

Dated: 12-16-25

ATTEST

By: 
Isanti County Administrator

Dated: 12-16-25