

**CONTRACT BETWEEN ISANTI COUNTY HEALTH AND HUMAN SERVICES DIVISION AND
THE ISANTI COUNTY PROBATION DEPARTMENT FOR TRUANCY RESPONSE SERVICES**

THIS AGREEMENT made and entered into by and between Isanti County Health and Human Services and the Isanti County Probation Department, as members of the Isanti County Integrated Collaborative. Isanti County Health and Human Services, as designated to be the fiscal host, hereafter referred to as "COUNTY", and Isanti County Probation Department, hereafter referred to as "CONTRACTOR" for Truancy Response Services, entered into an agreement for the contract period of January 1, 2025 to December 31, 2025.

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 for the period of January 1, 2025 to December 31, 2025 to the CONTRACTOR to provide Truancy Response Services; and

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

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

WHEREAS, the CONTRACTOR is an organization licensed as an approved vendor according to published county criteria or certificated by the COUNTY to provide Truancy Response Services to persons; 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 below, the COUNTY and the CONTRACTOR agree as follows:

I. Term of Agreement

This Agreement shall commence on the 1st day of January 2025, notwithstanding the date of the signatures hereunder, and terminate on the 31st day of December 2025.

II. Services to be Provided

The COUNTY agrees to purchase and the COUNTRACTOR agrees to furnish the following:

A. Truancy Response and Early Intervention Services in accordance with stated goals and objectives.

1. Truancy Service goals and objectives will be to deliver an individualized plan with the youth, parents and school that will identify the child's academic environment, school interventions present and past, student and family strengths, mental and physical health status, and what steps can be taken to improve school attendance. Truancy Service will outline the supportive services and expectations for the child. This service will be individualized and unique to both the family and youth. Services and resources may include truancy diversion, a court referral, a diagnostic assessment, individual therapy, cognitive therapy, medication assessment, chemical dependency assessment, family therapy, community service work, parental education, and other therapeutic, correctional, or school based services. Truancy referrals on cases will be screened for early interventions or truancy response services and the disposition will be communicated to the referral source in a timely manner.
2. The CONTRACTOR must notify the COUNTY within 10 days, in writing, whenever it is unable or will be unable to provide the required quality of purchased services. Upon such notification, the COUNTY must determine whether such inability will require modification or cancellation of this Contract.

III. Cost and Delivery of the Agreement

- A. The total amount for contracted services will not exceed \$45,000 for the calendar year of 2025. Reimbursement is expected to be received from the Department of Corrections for 28% to 33% of previous year's payment for salary and fringe, in addition to the LCTS funds governed under this Contract.
- B. The CONTRACTOR certifies that the services to be provided under this Contract are not otherwise available, without cost, to eligible clients. The CONTRACTOR further certifies that payment claims for purchased services, will be in accordance with rates of payment that do not exceed amounts reasonable and necessary to assure quality of service. The CONTRACTOR further certifies that rates of payment do not reflect any administrative or program costs assignable to private pay or third-party pay service recipients.
- C. The CONTRACTOR must, within 10 days, notify the COUNTY in writing whenever it is unable to, or going to be unable to, provide the required quality of quantity of purchased services. Upon such notification, the COUNTY must determine whether such inability will require modification or cancellation of this Contract.
- D. Purchased services will be provided at Cambridge Primary, Isanti Primary School, Woodland Campus, Rum River South, Rum River East, Braham Area Schools, Cambridge-Isanti High School, Cambridge Middle School, Cambridge-Isanti Schools Online, Isanti Middle School, Cambridge Intermediate School, and Isanti Intermediate School.
- E. It is understood that in the event the funding to the COUNTY from State and Federal sources is not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quantity of services, the obligations of each party hereunder shall be terminated.
- F. Payment of all quarterly invoices shall be paid within 30 days of receipt.
- G. If the invoice is incorrect, defective, or otherwise improper, the COUNTY will notify the CONTRACTOR within ten (10) days of receiving the incorrect invoice. Upon receipt of the corrected invoice from the CONTRACTOR, the COUNTY will make payment within thirty-five (35) days.

IV. Eligibility of Services

All parties mentioned in this Contract understand and agree that the eligibility of the client to receive the purchased services is to be determined in accordance with eligibility criteria established by the Isanti County Probation Department.

V. Individual Service Plan

- A. The parties understand and agree that all services provided to eligible recipients under the terms of this Contract, must be in accordance with the plan developed with the individual client.
- B. Performance of the CONTRACTOR will be monitored in accordance with client outcomes, goals, and indicators as specified in the plan.

VI. Payment for Purchased Services

- A. Certification of expenditures: Within fifteen working days following the last day of each quarter, the CONTRACTOR must submit a standard invoice for services purchased by the COUNTY.

The invoice must show: (1) total program and administrative expenditures for the month; and (2) an itemized account of each services eligible individual, identifying service(s) provided, number of units including administrative costs allocated to the provision of purchased services to eligible clients.

- B. Payment: The COUNTY must, within 35 days of the date of receipt of the invoice, make payment to the CONTRACTOR for all eligible clients identified on the invoice.

VII. Record Disclosure/Audit

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, 2026:
 - 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.
- C. 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.
- D. 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.

VIII. 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.

IX. 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.

X. 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.

XI. 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 meets 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. Prior to the effective date of this Contract, and as a condition precedent to this Contract, the CONTRACTOR will furnish the COUNTY with Certificates of Insurance.

XII. Compliance with Laws/Standards

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

XIII. Conditions of both CONTRACTOR and COUNTY Obligation

- A. This Contract agrees to inform the COUNTY of changes in ownership, organizational structure, board of director membership, and/or chief operating officers within thirty (30) days after occurrence.
- B. It is understood and agreed that in the event the funding to the COUNTY from state and federal sources is not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quantity of purchased services, the obligations of each party hereunder shall be terminated.
- C. The CONTRACTOR must, within 10 days, notify the COUNTY in writing whenever it is unable to, or going to be unable to, provide the required quality or quantity of purchased services. Upon such notification, the COUNTY must determine whether such inability will require modification or cancellation of said Contract.
- D. Either party may cancel this Contract with or without cause upon ninety (90) days written notice. Written notice of cancellation by the CONTRACTOR shall be addressed to the Division Leader, Isanti County Health and Human Services Division, Oakview Office Complex, 1700 East Rum River Drive South, Suite A, Cambridge, MN 55008.
- E. Before the termination date of this Contract, the COUNTY may evaluate the contract performance of the CONTRACTOR and determine whether such performance merits renewal of this Contract.
- F. The COUNTY will reimburse for services specified in this Contract that have been delivered. Any alterations, variations, modifications, or waivers of provisions of this Contract shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this Contract.
- G. If the COUNTY determines that funds are not being administered in accordance with the approved service plan and budget or that services are not being properly provided according to the terms of this Contract, the COUNTY may terminate this Contract after notice has been provided to the CONTRACTOR's designated agent.

XIV. 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.

XV. 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.

XVI. 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.

XVII. 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, 2026:
 - 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.
- C. 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.

XVIII. 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.

XIX. 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.

XX. 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.

XXI. 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
Oakview Office Complex
1700 East Rum River Drive South, Suite A
Cambridge, MN 55008
(763) 689-1711

Contractor Designee Tim MacMillan, Director
Isanti County Probation Department
555 18th Ave SW
Cambridge, MN 55008
(763) 689-3052

XXII. 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.

XXIII. 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, 2025; 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: November 19, 2024

ISANTI COUNTY PROBATION DEPARTMENT

By: _____
Tim MacMillan, Director

Dated: _____

DISTRICT 911

By: _____
Dr. Nate Rudolph, Superintendent

Dated: _____

DISTRICT 314

By: _____
Ken Gagner, Superintendent

Dated: _____

ISANTI COUNTY HEALTH AND HUMAN SERVICES

By: Leann Messer
Division Leader

Dated: 11.20.2024

ISANTI COUNTY BOARD OF COMMISSIONERS

By: [Signature]
Chairperson of the County Board

Dated: 11.19.2024

ISANTI COUNTY ADMINISTRATION

By: Amanda [Signature]
County Administrator

Dated: 11/19/24