

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

THIS AGREEMENT made and entered into by and between Isanti County Health and Human Services and Cambridge-Isanti Schools, 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 Cambridge-Isanti School District #911, hereafter referred to as "CONTRACTOR" for the provision of Chemical Health Services, entered into an agreement for the contract period of January 1, 2024 to December 31, 2024.

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, 2024 to December 31, 2024 to the CONTRACTOR to assist with the provision of Chemical Health 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 approved for the provision 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 below, the COUNTY and the CONTRACTOR agree as follows:

1. Term of Agreement

This Agreement shall commence on the 1st day of January 2024, notwithstanding the date of the signatures hereunder, and terminate on the 31st day of December 2024.

2. Services to be Provided

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

Chemical Health Services by subcontract for Isanti County at the Cambridge-Isanti Schools:

1. Monitor and help enforce District Chemical use policy.
2. Conduct intervention.
3. Individual and family support sessions.
4. Develop and implement prevention programming:
 - a. Support groups as determined by location.
 - b. Peer Helper training (SADD).
 - c. Peer Education (workshops, chemical control factors and decisions).
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.

3. **Cost and delivery of the Agreement**

- A. The total amount for Contracted services for Chemical Health Services, serving the Cambridge-Isanti Schools, will be a contribution up to \$20,000 towards reimbursement of expenses incurred to provide these services during the Calendar Year January 1, 2024 to December 31, 2024. Up to \$10,000 invoiced in May 2024 and up to \$10,000 invoiced in November 2024.
- B. The CONTRACTOR certifies that the services to be provided under this Agreement 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 Agreement.
- D. Purchased services will be provided at Cambridge-Isanti School premises.
- 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.

5. **Record Disclosure/Audit**

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 Agreement. 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.

6. **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, 2025:
 - 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 Agreement for at least four years or per the legally required period, whichever is greater.

7. **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.

8. **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.

9. **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.

10. **Indemnification**

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.

11. **Insurance**

The CONTRACTOR further agrees that to protect itself, as well as the COUNTY, under the indemnity agreement provision herein above set forth; it will at all times, during the term of the CONTRACT, have and keep in force:

- A. Worker's Compensation
 - 1. State: Minnesota – Statutory Limits
 - 2. Employer's Liability
 - 3. Benefits required by union labor contracts, as applicable.
- B. Comprehensive General Liability (Including Premises – Operation; Independent Contractor's Protective; Products and Completed Operation; Broad Form Property Damage, Contractual)

General Aggregate	\$1,000,000
Products – Comp/OP Agg	\$1,000,000
Personal & Adv. Injury	\$1,000,000
Each Occurrence	\$1,000,000
- C. Excess Liability – Umbrella Form

Limit:	\$1,000,000 per occurrence
	\$1,000,000 aggregate
- D. Professional Liability (Malpractice)

Limit	\$1,000,000 per occurrence
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- E. Proof of Insurance – Insurance certificates evidencing that the above insurance is in force and in the amounts required will be provided upon request.

12. **Standards and Licenses**

- A. The CONTRACTOR warrants and represents that all persons providing services under this Agreement are eligible and/or licensed to provide said service. In the event eligibility requirements are not met or said license is canceled, revoked, suspended, or expires during the term of the Contract, the CONTRACTOR agrees to immediately inform the COUNTY through the COUNTY's designated representative. The COUNTY will only pay for services provided by meeting requirements as stated in this Contract.
- B. The CONTRACTOR shall comply with all applicable federal and state statutes and regulations; as well as local ordinances now in effect or hereafter adopted.
- C. Failure to meet the requirements of sections (a) and (b) above may be cause for cancellation of this Agreement effective per the date of the receipt on the notice of cancellation.

13. **Contractor Debarment, Suspension and Responsibility Certification**

- A. Federal Regulations 45 CFR 92.35 prohibits the State/COUNTY from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subdivision 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/COUNTY. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.
- B. By signing this Agreement, the CONTRACTOR certifies that it and its principals, employees, and identified subcontractors:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and
 2. Have not, within a three-year period preceding this Agreement:
 - 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;
 - b. Violated any federal or state antitrust statutes; or
 - c. Committed embezzlement, theft, forgery, bribery, falsification of records, or destruction of records, making false statements or receiving stolen property; and
 3. Are not presently indicted 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;
 - b. Violating any federal or state antitrust statutes; or
 - c. Committing embezzlement, theft, forgery, bribery, falsification of records, or destruction of records, making false statements or receiving stolen property; and
 4. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Agreement, are in violation of any of the certifications set forth above.
 5. Shall immediately give notice to the Contracting Officer 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 of records, or destruction of records, making false statements or receiving stolen property. Principals for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary; division or business segment and similar positions).
- C. Directions for on-line access to excluded providers

1. To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website. If the CONTRACTOR does not have access to the website, and/or needs the information in an alternative format, contact: Penny Messer, Health and Human Services Division Leader, Isanti County Health and Human Services Division, at (763) 689-1711.

14. **Conditions of the Parties' Obligations**

- A. It is understood and agreed that in the event the reimbursement to the COUNTY from State and Federal sources is not obtained and continues at an insufficient level to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder must thereupon be terminated.
- B. This Agreement may be canceled by either party in writing, at any time, with or without cause, upon 30 days of notice submitted by mail or in person.
- C. Before the termination date specified in Section 11 of this Agreement, the COUNTY may evaluate the performance of the CONTRACTOR regarding terms of this Agreement to determine whether such performance merits renewal of this Agreement.
- D. Any alterations, variations, modifications, or waivers of provisions of this Agreement must be valid only when they have been reduced to writing, duly signed, and attached to the original of this Agreement.
- E. No claim for services furnished by the CONTRACTOR not specifically provided in the Agreement will be allowed by the COUNTY, nor must the CONTRACTOR do any work or furnish any material not covered by this Agreement, unless it is approved in writing by the Agency. Such approval must be a modification of the Agreement.
- F. If 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 new Federal regulations.

15. **Subcontracting**

- A. The CONTRACTOR agrees to enter subcontracts for work contemplated under this Agreement through the directive of the Isanti County Integrated Collaborative. All other subcontractors must be approved by the Collaborative.
- B. All subcontractors must be subject to and must meet all the requirements of this Agreement.
- C. The CONTRACTOR must ensure that all subcontracts that are developed for subcontractors who wish to provide services under this Agreement 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 Agreement. 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 Agreement. 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 the Agreement 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.

16. **Noncompliance**

- A. If the CONTRACTOR fails to comply with the provisions of this Agreement, the COUNTY may seek any available legal remedy.
- B. Either party must notify the other party within 30 days, or based on availability of funds, when a party has reasonable grounds to believe that this Agreement has been or will be breached in a material manner. The party receiving such notification must have 30 days, or any other such period (as mutually agreed to by the parties), to cure the breach or anticipatory breach.

17. **Data Privacy**

- A. All data collected, created, received, maintained, disseminated, or used for any purposes during the CONTRACTOR's performance of this Agreement 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. Cambridge-Isanti Schools 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;
 - 2. any misuse of IIHI will be reported to the COUNTY;
 - 3. secure satisfactory assurances from any subcontractor;
 - 4. grant individuals access and ability to amend their IIHI;
 - 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.

18. **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 Agreement. 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 Agreement 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 Agreement 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.

19. **Delegation of Services Under Contract**

The COUNTY reserves the right to review any qualifications of personnel recruited by the CONTRACTOR for services under this Agreement. The CONTRACTOR represents that no service will be provided under this Agreement, without the approval by the Isanti County Board of any personnel providing said services.

20. **Default and Remedy**

Nothing herein contained is intended or should be construed, in any manner, as creating or establishing the relationship of co-partners between the parties, or constituting the CONTRACTOR as the agent, representative or employee of the COUNTY for any purpose or in any manner whatsoever. The CONTRACTOR is to be and shall remain an Independent Contractor with respect to all services performed or agreed under this Agreement.

21. **Modification**

Any material alteration, modification, or variation of this Agreement, including extending the Agreement terms, shall be reduced to writing, appended to this Contract, and executed by the parties in the same manner by which this Agreement was originally executed. Any alterations, modifications, or variations deemed not to be material by agreement of the COUNTY and the CONTRACTOR shall not require written approval.

22. **Merger**

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 this subject matter. All items referred to in this Agreement are incorporated or attached and deemed to be part of the Agreement.

INTENTIONALLY LEFT BLANK

IN WITNESS THEREOF, the COUNTY and the CONTRACTOR, each intending to be bound by this Agreement, effective January 1, 2024 through December 31, 2024; certifies that the appropriate persons have executed the Agreement, as required by applicable articles, by-laws, resolutions and ordinances.

APPROVED AS TO FORM AND CONTENT

By: 
Jeff Edblad, County Attorney

Dated: October 24, 2023

Superintendent, District 911

By: _____
Dr. Nate Rudolph


Dated: _____

Board Chair, District 911

By: _____

Dated: _____

ISANTI COUNTY HEALTH AND HUMAN SERVICES

By: 
Penny Messer, Division Leader

Dated: 11.09.2023

ISANTI COUNTY BOARD OF COMMISSIONERS

By: 
Board Chairperson, Isanti County Board of Commissioners

Dated: 11-7-23

ATTEST

By: 
Isanti County Administrator

Dated: 11-7-23

