

**Contract between Isanti County Health and Human Services Acting as
Fiscal Host for Regional Crisis Services and CONTRACTED VENDOR**

This is an Agreement between Isanti County Health and Human Services as Fiscal Host, hereafter referred to as the “COUNTY”, as the contracting entity for the Counties of Chisago, Isanti, Kanabec, Mille Lacs, and Pine, members of the Region 7E hereafter referred to as “Region 7E” and CONTRACTED VENDOR hereafter referred to as “CONTRACTOR” for the provision of Regional Adult and Child Mental Health Crisis Services, entered into and agreed upon for the period January 1, 2027 to December 31, 2028.

WHEREAS, pursuant to Minnesota Statute 402.02, subdivision 2(d), Region 7E has identified a population who are in need of adult and child mental health crisis services; and

WHEREAS, Minnesota Statute 245.461 through 245.486 and Minnesota Statute 245.487 through 245.488 establish the Minnesota Comprehensive Adult Mental Health Act and the Minnesota Comprehensive Children’s Mental Health Act; and

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

WHEREAS, pursuant to Minnesota Statutes Chapter 402, the COUNTY wishes to purchase such services from the CONTRACTOR; and

NOW, THEREFORE, in consideration for the mutual undertakings and agreements hereinafter set forth, Region 7E, through the COUNTY, and the CONTRACTOR agree as follows:

I. SERVICES TO BE PROVIDED

The CONTRACTOR shall provide residents of the Region 7E with both children’s and adult telephone mental health emergency services, and mobile mental health crisis services and on an on-call basis in accordance with Children’s Mental Health Crisis Response Services in Minnesota Statute Section 256B.0944 and Adult Mental Health Crisis Response Services and Minnesota Statute 256B.0624.

A. Definitions.

1. **Mental Health Crisis:** a behavioral, emotional, or psychiatric situation which, but for the provision of crisis response services, would likely result in significantly reduced levels of functioning in primary activities of daily living, or in an emergency, or in the placement of the recipient in a more restrictive setting, including, but not limited to, inpatient hospitalization.
2. **Mental Health Emergency:** is a behavioral, emotional, or psychiatric situation, which causes an immediate need for mental health services. A physician, mental health professional, or crisis mental health practitioner determines a Mental Health Crisis or Emergency for an adult or child with input from the child and the child’s family, if possible.
3. **Crisis Assessment:** an immediate assessment by a physician, mental health professional, or mental health practitioner under the clinical supervision of a mental

health professional, following a screening that suggests the adult or child may be experiencing a mental health crisis or mental health emergency situation.

4. Crisis Intervention Services: short-term intensive mental health services initiated during a mental health crisis or mental health emergency.
 - a. Crisis Intervention Services for children must help the child cope with immediate stressors, identify and utilize available resources and strengths, and begin to return the child's baseline level of functioning.
 - b. Crisis Intervention Services will be provided by a mobile crisis intervention team in a community setting.

5. Crisis Stabilization Services: individualized mental health services provided to an adult or child following Crisis Intervention Services that are designed to restore the individual to the individual's prior functional level.
 - a. For Crisis Stabilization Services for children, the individual treatment plan recommending Crisis Stabilization Services must be completed by the intervention team.

 - b. Crisis Stabilization Services for children may be provided in the child's home, the home of a family member or friend, a school, another community setting, or a short-term supervised, licensed residential program if the service is not included in the facility's cost pool or per diem.

 - c. Crisis Stabilization Services for adults experiencing a mental health crisis, following Crisis Assessment and Intervention Services, may be provided in the adult's home, the home of a family member or friend, or another community setting.

6. Emergency Services: The CONTRACTOR will provide access Monday through Friday, from 8 AM to 5 PM by a mental health professional or a mental health practitioner. Whenever emergency services are provided by anyone other than a mental health professional, a mental health professional must be available on call for an emergency assessment and crisis intervention services, telephone consultation within 30 minutes.

7. Community Intervention Services: Intervention activities conducted on behalf of an adult eligible recipient, to alleviate or reduce the eligible recipient's barriers to community integration or independent living, in improving the support system for improving the eligible recipient's community integration and independent living, and/or to minimize the risk of eligible recipients' relapse, hospitalization or more restrictive living arrangement.

8. Certified Peer Specialist: Specific rehabilitative services emphasizing the acquisition, development, and enhancement of skills needed by an individual with a mental illness to move forward in their recovery. These services are self-directed and person-centered with a focus on recovery.

9. Language Interpreter Services: Spoken language interpreter services to all patients with limited English proficiency (LEP), regardless of whether the patient is a member of Mental Health Care Programs. Sign language interpreter services when such services are necessary to help deaf or hard of hearing members get covered services.

B. Services

1. The CONTRACTOR will provide crisis assessments, triage, intervention, stabilization services, pre-booking jail crisis assessments (as approved by the COUNTY), and appropriate referrals.
2. The CONTRACTOR's Mobile Crisis Response Staff agree to utilize and answer the line and phone number 1-800-523-3333 Monday through Friday 8am-5pm.
3. The CONTRACTOR agrees that the phone number 1-800-523-3333 will be owned by the County that is designated Fiscal Host for Region 7E. Upon termination, CONTRACTOR shall cooperate fully in transferring operational control of the number back to the COUNTY without interruption of service.
4. The CONTRACTOR reserves the right to identify any call and dispatch emergency services, without prior consent of the Region 7E based on its independent judgement that such action is necessary.

C. Standard of performance:

The CONTRACTOR shall provide services in conformance with applicable laws and regulations and within accepted standards of professional practice; specifically, services shall conform to standards set forth in the Minnesota Health Care Programs (MHCP) provider manual.

II. **DATA COLLECTION AND REPORTING**

- A. The CONTRACTOR agrees to report to the Minnesota Department of Human Services (DHS) according to specifications of the Mental Health Information System (MHIS), and according to other specifications of the Department of Human Services (DHS).
- B. The CONTRACTOR agrees to collect and submit data elements to REGION 7E quarterly, as well as a cumulative end of year report.
- C. The CONTRACTOR agrees to include the required elements requested on all invoices submitted for reimbursement.
 1. Required elements include:
 - a. Invoice number
 - b. Date of invoice
 - c. Dates of service
 - d. Number of crisis assessments and stabilization services provided separated by adults and children.
 - e. Total invoice amount
 - f. Signed attestation statement:

i. *“I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to, violations of U.S. Code Title 18, Sections 2, 1001, 1343, and Title 31, Sections 3729–3730 and 3801–3812.”*

D. The CONTRACTOR is responsible for ensuring timely and accurate submission of invoices and supporting documentation.

III. PAYMENT FOR SERVICES

A. Invoices shall be submitted to the person designated by the COUNTY by the 10th of each month following the month of service. The Contract shall be fully signed prior to payment for services. Payment for services shall be made directly to the CONTRACTOR within 35 days of receipt of an invoice. The final invoice for each calendar year shall be received by noon on the first Wednesday in December. The CONTRACTOR acknowledges that end of year invoices for services rendered must be estimated. The estimated invoice must be submitted by noon the first Wednesday in December in order to receive payment for services provided. Because this is cash basis grant funding, no additional funds will be available if the cost of services covered by the last invoice of the year is underestimated.

B. Under this Contract, clients who have insurance where Medicaid or Prepaid Medical Assistance Programs (PMAP) is the primary payer, reimbursement of operating costs are covered under CCBHC Prospective Payment System (PPS) under the agency’s Community Behavioral Health Clinic (CCBHC) designation. The funds under this Contract are available to cover services for the uninsured, underinsured, instances when the individual does not have insurance for the benefit set needed for the service.

C. Mobile mental health crisis services for both adults and children not to exceed \$ (BRASS 431 and BRASS 432). This is broken down as follows:

State Crisis Grants	\$
Adult Mental Health Initiative Funds	\$
	\$ _____
Total	\$

D. The CONTRACTOR acknowledges that the total amount available under this Contract is based on projected service needs and available regional funding. The COUNTY will review expenditures and service utilization on a quarterly basis. If the CONTRACTOR is underspending allocated funds or is not performing in accordance with regional service expectations, the COUNTY may reallocate unexpected funds within Region 7E, consistent with regional priorities and Minnesota Department of Human Services (DHS) requirements. Any increase or decrease in the total contract amount shall require a written amendment executed by both parties. The COUNTY will provide written notice to the CONTRACTOR of any proposed reallocation. Reallocation decisions will be based on documented billing history, service utilization, and demonstrated regional needs.

IV. SUSPENSION FOR INSUFFICIENT FUNDING

- A. In the event of temporary lack of funding or appropriation, 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 Minnesota Legislature, or other funding source, not to appropriate funds.
 - 1. 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.
 - 2. The COUNTY may convert the suspension for insufficient funding to terminate under the clause Termination for Insufficient Funding upon written notice to the CONTRACTOR.
 - 3. The CONTRACTOR may reject the COUNTY's suspension for insufficient funding by writing 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.

V. TERMINATION

- A. Termination. The State or 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, CONTRACTOR will be entitled to payment, determined on a pro rata basis, for activities satisfactorily performed.

VI. INDEMNIFICATION AND INSURANCE

- A. The CONTRACTOR agrees that to protect itself, as well as the COUNTY and REGION 7E, it will always during the term of this Contract keep in force an insurance policy. This liability

insurance policy will meet the limits as shown below or be equal to the tort liability limits under Minnesota Statutes, section 3.736 and 466.04, subdivision 4, whichever is greater. However, should the coverage available to the CONTRACTOR exceed the liability limits, nothing by the way of that level of coverage shall be construed as a waiver of the limits available to the COUNTY. The COUNTY will be sent a current certificate of insurance on an annual basis.

- B. Insurance
 - 1. Commercial General Liability Insurance
 - a. \$500,000 per claimant/\$1,500,000 per occurrence/\$1,500,000 annual aggregate.
 - 2. Automobile Insurance (if vehicles are used to conduct this Contract)
 - a. Coverage shall be provided for hired, non-owned and owned auto.
 - b. \$500,000 per claimant/ \$1,500,000 per occurrence/\$1,500,000 annual aggregate.
 - 3. Minimum limits: \$1,000,000 with an additional \$2,000,000 umbrella
- C. Worker's Compensation and Employer's Liability as required by Minnesota Law.
- D. Professional Liability/Errors and Omissions Coverage
 - 1. Per Claim Limit: \$1,500,000
 - 2. Per Person: \$500,000
- E. Bonding: The CONTRACTOR will be required to always maintain, during the term of this Contract, a fidelity bond or insurance coverage for employee dishonesty with a minimum amount of \$50,000 covering the activity of each person authorized to receive or distribute monies under the term of this Contract.
- F. Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty days prior notice thereof to the COUNTY.
- G. 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.
- H. Contractor Indemnification
 - 1. To the fullest extent permitted by law, the CONTRACTOR shall defend, indemnify, and hold harmless the COUNTY, Region 7E, and their officers, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable attorney's fees, arising out of or resulting from:
 - a. The intentional, willful, reckless, or negligent acts or omissions of the CONTRACTOR, its employees, agents, subcontractors, or representatives;
 - b. Any act or omission that gives rise to strict liability; or
 - c. The CONTRACTOR's breach of this Agreement, including breach of any warranty or representation.

2. This obligation shall apply to the extent the claim or cause of action is caused by the acts or omissions of the CONTRACTOR or those acting on its behalf.
- I. Limitation
 1. The indemnification obligations under this Section shall not apply to the extent of a claim or cause of action resulting from the sole negligence or willful misconduct of the COUNTY.
 2. Nothing in this section shall be construed to require the COUNTY to indemnify, defend, or hold harmless the CONTRACTOR.

VII. 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, or 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 debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any Federal, State, or local governmental department or County; and have not within a three-year period preceding 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;
 - 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.
 - 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 subcontractor(s) that will perform work pursuant to this 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.

VIII. CONDITIONS OF CONTRACTORS' OBLIGATION

- A. The CONTRACTOR 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. 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.
- E. 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.
- F. 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.
- G. The CONTRACTOR agrees to work in a collaborative approach with the after-hours Mobile Crisis on Call and Crisis After Hours Call Center providers designated by the COUNTY to provide seamless crisis services coverage to REGION 7E.

IX. 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, judgement, 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. Nothing in this Contract shall be construed to create a partnership, joint venture, or agency relationship between parties.

- 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.
- D. The CONTRACTOR may provide on-call crisis services by use of independent subcontracted workers. Any subcontractors retained, the CONTRACTOR shall be responsible for the performance under this Contract and agrees to comply with prompt payment of any and all subcontractors pursuant to Minnesota Statutes 471.425, subdivision 4a.

X. DATA PRACTICES

All data collected, created, received, maintained, or disseminated for any purposes by the activities of the CONTRACTOR because of this Contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing said Act, now in force or hereafter adopted, as well as HIPAA or other Federal regulations on data privacy.

XI. RECORDS-AVAILABILITY AND RETENTION

- A. Pursuant to Minnesota Statute 16C.05, subdivision 5, the CONTRACTOR agrees that the COUNTY, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the CONTRACTOR and involve transactions relating to this Contract.
- B. The CONTRACTOR agrees to maintain these records for a period of six (6) years from the date of termination of the Contract.
- C. The CONTRACTOR will maintain client and placement records according to business standard practices.

XII. CONTRACTOR AUDIT AND RECORD DISCLOSURES

- A. At the end of each calendar year covered by this Contract, the CONTRACTOR will provide a financial review of program expenditures.
- B. Maintain all records pertaining to the Contract at the address of the CONTRACTOR for six (6) years for audit purposes.

XIII. 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.
- 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 626.556.
- F. The CONTRACTOR will ensure all personnel are trained in the Vulnerable Adult Act, know Region 7E Common Entry Points and follow Minnesota Statutes 626.557 requirements.
- G. The CONTRACTOR will ensure all personnel are trained in the Maltreatment of Minors Act and follow Minnesota Statutes 626.556 reporting requirements.

XIV. NONDISCRIMINATION

During the performance of this Agreement, the CONTRACTOR agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, 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 and all applicable Federal and State laws against discrimination.

XV. REPRESENTATIVES

The following named persons are designated the authorized representatives of parties for 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 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 modification of this Contract.

COUNTY Designee	Amanda Stevenson, Region 7E Planner Isanti County Health and Human Services Oakview Office Complex 1700 East Rum River Drive South, Suite A Cambridge, MN 55008 (763) 688-2511
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CONTRACTOR Designee	_____

XVI. MODIFICATIONS

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

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

IN WITNESS THEREOF, the COUNTY and the CONTRACTOR, each intending to be bound by this Agreement, effective January 1, 2027, irrespective of the dates of the signatures, certifies that the appropriate persons have executed the Contract, as required by applicable articles, by-laws, resolutions, and ordinances. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations or agreements.

APPROVED FOR FORM and FUNCTION:

BY: _____
Isanti County Attorney Date

COUNTY OF ISANTI, STATE OF MINNESOTA

BY: _____
Chairperson of the County Board Date

ISANTI COUNTY HHS DIVISION

BY: _____
Isanti County HHS Division Operations Supervisor Date

ATTESTED TO

BY: _____
Isanti County Administrator Date

CONTRACTOR

BY: _____

CONTRACTED VENDOR

Date