

**Contract Between Isanti County Health and Human Services Acting as Fiscal Host for the
Region 7E Adult Mental Health Initiative and VENDOR**

This is an Agreement between Isanti County Health and Human Services (hereafter "COUNTY"), acting as Fiscal Host for the Region 7E Adult Mental Health Initiative (AMHI), and on behalf of the counties of Chisago, Isanti, Kanabec, Mille Lacs and Pine (collectively "REGION 7E"), and VENDOR (hereafter "CONTRACTOR"), for the provision of services during the period January 1, 2027, to December 31, 2027.

WHEREAS, pursuant to Minn. Stat. § 402.02, subd. 2 (d), REGION 7E has identified a certain population who are in need of mental health services; and

WHEREAS, Minn. Stat. § 245.461- § 245.486 and § 245.487 establish the Minnesota Comprehensive Adult Mental Health Act; and

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

WHEREAS, pursuant to Minn. Stat. Ch. 402, the COUNTY, acting on behalf of REGION 7E, wishes to purchase such services from the CONTRACTOR; and

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

I. SERVICES TO BE PROVIDED

A. SERVICE INFORMATION AND DETAILS

B. ADDITIONAL SERVICE INFORMATION AND DETAILS

C. DEFINITIONS:

"Adult with serious and persistent mental illness" is defined as a person 18 years of age or older who has a serious and persistent mental illness as defined in Minnesota Statutes, section 245.462, subdivision 20, paragraph (c).

D. 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 MHCP Provider Manual.

II. DATA COLLECTION AND REPORTING

The CONTRACTOR agrees to collect and submit program participation, service utilization, performance, and outcome data to REGION 7E on a quarterly basis, in a format and according to timelines specified by REGION 7E.

The CONTRACTOR agrees to comply with all applicable reporting requirements established by the Minnesota Department of Human Services (DHS) and any other applicable state or federal entities.

The CONTRACTOR shall maintain the ability to collect and report, at minimum, the following

data elements, as applicable to the program and services provided:

- Participant demographic information, including county of residence;
- Service participation and utilization data;
- Program-specific performance measures and outcomes; and
- Any additional reasonable reporting elements identified by REGION 7E and related to program monitoring or DHS requirements during the contract term.

III. PROGRAM MONITORING

The COUNTY and REGION 7E reserve the right to monitor and evaluate the services provided under this Agreement to ensure compliance with program requirements, funding guidelines, and performance expectations.

Monitoring activities may include, but are not limited to:

- Review of program records and documentation
- Evaluation of service delivery and program outcomes
- Financial monitoring of expenditures
- Site visits or virtual program observation
- Review of participant data and reporting requirements

The CONTRACTOR agrees to cooperate with all reasonable monitoring requests and provide documentation or information necessary to verify compliance with this Agreement.

Failure to cooperate with monitoring activities may result in corrective action, suspension of payments, or termination of this Agreement.

IV. PAYMENT FOR SERVICES

A. Invoicing and Payment

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 executed prior to payment for services.

Payment for services shall be made to the CONTRACTOR within thirty-five (35) days of receipt and approval of an invoice by the COUNTY.

Invoices must reflect actual services delivered and allowable program expenses incurred during the billing period and must include documentation in support of the expenses invoiced.

Payment under this Contract is contingent upon verification of service delivery, program participation, and compliance with the requirements of this Agreement.

B. Invoice Submission Requirements

The CONTRACTOR agrees to submit timely and accurate invoices as well as adequate supporting documentation in support of expenses invoiced for reimbursement. At minimum, all invoices must include:

- Invoice number;
- Invoice date;
- Dates of service;
- Applicable BRASS code(s);
- Unit type (including Hour or Day, when applicable);
- Service description;
- Number of units provided;
- Price per unit; and
- Total invoice amount.

All invoices shall include a signed attestation statement certifying that the services billed were delivered in accordance with the terms of this Agreement and that the information submitted is true and accurate to the best of the CONTRACTOR's knowledge.

C. Year-End Billing Requirements

The final invoice for each calendar year must be received no later than noon on the first Wednesday in December unless otherwise approved by the COUNTY in writing. The CONTRACTOR acknowledges that end of year invoices for services rendered must be estimated and payments are contingent upon the availability of regional and state funding.

Estimated invoices must be submitted by the stated deadline 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.

Estimated invoices will be reconciled with actual expenses, once known. Any funds to be returned to the COUNTY shall be returned by January 10th, 2028.

D. Contract Funding Limit

The total allocation authorized under this Contract must not exceed AMOUNT.

REGION 7E approved budget:

Line Item:	BRASS code:	Total:
		\$
		\$
		\$
		\$
2027 Total Not to Exceed:		\$

E. Service Delivery and Funding Adjustments

The CONTRACTOR acknowledges that payment under this Contract is based on anticipated service delivery as described in Section I of this Agreement.

If services are not delivered as planned, delivered at reduced capacity, or discontinued, the COUNTY reserves the right to adjust reimbursement proportionally based on actual services delivered and documented allowable program expenses.

F. Funding Availability and Expenditure Monitoring

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, program participation, and service utilization monthly.

If the CONTRACTOR is underspending allocated funds, experiencing sustained service utilization levels significantly below projections, not delivering services as described in this Agreement, or otherwise not performing in accordance with REGION 7E service expectations, the COUNTY may, following communication with the CONTRACTOR regarding service utilization trends, expenditures, and performance, reallocate unexpended funds within REGION 7E programs as necessary to address regional priorities and comply with 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.

V. TERMINATION AND SUSPENSION

A. Termination for Convenience

Either party may terminate this Contract with or without cause, upon thirty (30) calendar days' written notice to the other party.

B. Termination for Insufficient Funding

The COUNTY may immediately terminate this Contract if:

- Funding is not obtained from the Minnesota Legislature, the Minnesota Department of Human Services, a federal funding authority, or other funding source; or
- Funding cannot be continued at a level sufficient to allow payment for the services covered under this Contract; or
- The COUNTY is directed by the State of Minnesota, the Minnesota Department of Human Services, or a federal funding authority to terminate the Contract.

Termination shall be by written or email notice to the CONTRACTOR. The COUNTY is not obligated to pay for any services provided after the effective date of termination. The CONTRACTOR shall be entitled to payment, on a pro rata basis, for services satisfactorily performed to the extent that funds are available.

The COUNTY shall not be assessed any penalty if the Contract is terminated due to lack of funding or direction from a funding authority.

C. Termination for Cause

The COUNTY may terminate this Contract upon written notice if the CONTRACTOR:

- Fails to perform services in accordance with the terms of this Contract;
- Fails to comply with applicable laws, regulations, or licensing requirements;
- Fails to administer funds in accordance with the approved service plan and budget; or
- Otherwise materially breaches this Contract.

Prior to termination for cause, the COUNTY may provide written notice of deficiency and an opportunity to cure within a reasonable period of time, if appropriate under the circumstances.

D. Suspension for Insufficient Funding

In the event of a temporary lack of funding or appropriation, the COUNTY may suspend its obligations under this Contract without terminating it. The CONTRACTOR will be notified in writing of the suspension.

Performance under this Contract may resume at the County's discretion once funding is restored.

If the CONTRACTOR rejects the suspension in writing, the suspension shall convert to a termination under Section B, effective as of the date stated in the notice of suspension.

E. Effect of Termination

Upon Termination, the CONTRACTOR shall:

- Cease performing services under this Contract as of the effective termination date;
- Submit all required documentation and a final invoice for services performed prior to termination, consistent with the terms of this Contract; and
- Cooperate with the COUNTY to ensure an orderly transition of services, if applicable.

VI. INDEMNIFICATION AND INSURANCE

A. The CONTRACTOR agrees that in order to protect itself as well as the COUNTY, it will at all times 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) Minimum limits: \$500,000 per claimant/\$1,500,000 occurrence/\$1,500,000 annual aggregate.

2. Worker's Compensation and Employer's Liability as required by Minnesota Law.

3. Professional Liability/Errors and Omissions Coverage

- Per Claim Limit: \$1,500,000
- Per Person: \$ 500,000

4. Bonding: The CONTRACTOR shall maintain, at all times during the term of this Contract, a fidelity bond or insurance coverage for employee dishonesty with a minimum amount of \$50,000 covering any person authorized to receive or distribute funds under this Contract.

5. Any policy obtained and maintained under this clause shall provide that it shall not be canceled, materially changes, or not renewed without thirty days prior notice thereof to the COUNTY.

6. 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.

7. Contractor Indemnification

- 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 fees, arising out of or resulting from:

1. The intentional, willful, reckless, or negligent acts or omissions of the CONTRACTOR, its employees, agents, subcontractors or representatives;

2. Any act or omission that gives rise to strict liability; or
 3. The CONTRACTOR's breach of this Agreement, including breach of any warranty or representation.
- 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.
 - 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.
 - By signing this Contract, the CONTRACTOR certifies that it and its principles 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
 - 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 of 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

- C. 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.
- D. Shall immediately give written notice to the COUNTY should 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 of the occurrence.
- B. 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.
- C. 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 the Contract.
- D. The COUNTY will reimburse for services delivered as specified in this Contract. Any modifications to this Contract must be documented in writing and signed by all parties.

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, at all times, 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.

X. SUBCONTRACTING

The CONTRACTOR shall not subcontract, assign, transfer, or otherwise delegate any portion of the

services described in this Agreement without prior written approval of the COUNTY.

If subcontracting is approved:

- The CONTRACTOR shall remain fully responsible for the performance of all subcontracted services.
- Any subcontractor must comply with all terms and conditions of this Agreement, including but not limited to:
 - a) Data privacy requirements,
 - b) Insurance requirements,
 - c) Licensing requirements, and
 - d) Applicable federal and state laws.
- The CONTRACTOR shall ensure that any subcontractor maintains all required professional credentials and insurance coverage applicable to the services being provided.

Approval of a subcontractor by the COUNTY does not relieve the CONTRACTOR of any obligations under this Agreement.

XI. CONFLICT OF INTEREST

The CONTRACTOR certifies that no officer, employee, or agent of the COUNTY or REGION 7E who exercises any functions or responsibilities in connection with the administration of this Contract has any personal or financial interest, direct or indirect, in this Agreement.

The CONTRACTOR shall disclose to the COUNTY any actual, potential, or perceived conflict of interest that may arise during the performance of this Agreement.

If a conflict of interest is identified, the CONTRACTOR agrees to cooperate with the COUNTY to resolve the conflict in a manner consistent with applicable laws, regulations, and COUNTY policies.

Failure to disclose a conflict of interest may be grounds for termination of this Contract.

XII. DATA PRACTICES

All data collected, created, received, maintained, or disseminated for any purposes by the activities of 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.

XIII. DATA SECURITY and BREACH NOTIFICATION

The CONTRACTOR shall comply with all federal and state laws governing the protection and confidentiality of data, including but not limited to the Minnesota Government Data Practices Act (Minn. Stat. Ch. 13) and the Health Insurance Portability and Accountability Act (HIPAA) where applicable.

The CONTRACTOR shall implement reasonable administrative, technical, and physical safeguards to protect private, confidential, or protected data obtained, created, received, maintained, or

transmitted under this Contract.

If the CONTRACTOR becomes aware of any actual or suspected data breach, unauthorized access, or disclosure of protected or confidential data, the CONTRACTOR shall:

- Notify the COUNTY as soon as possible, but no later than twenty-four (24) hours after discovery;
- Provide all available information regarding the nature and scope of the breach;
- Cooperate fully with the COUNTY in investigating, mitigating, and responding to the breach; and
- Take all reasonable corrective actions necessary to prevent further unauthorized access or disclosure.

The CONTRACTOR shall be responsible for any costs associated with a breach caused by the CONTRACTOR's failure to comply with applicable data protection requirements.

XIV. RECORDS- AVAILABILITY AND RETENTION

- A. Pursuant to Minnesota Statute §16C.05 subd.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 transaction 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.

XV. OWNERSHIP OF RECORDS AND WORK PRODUCT

All reports, data, materials, program related materials developed or collected by the CONTRACTOR in connection with services provided under this Agreement shall become the property of the COUNTY and REGION 7E to the extent permitted by law.

The CONTRACTOR shall provide copies of such materials to the COUNTY upon request.

Nothing in this section shall require the CONTRACTOR to disclose proprietary business information unrelated to services provided under this Agreement.

The CONTRACTOR shall maintain all program records in accordance with applicable federal and state laws governing confidentiality and data privacy.

XVI. 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 CONTRACTOR for six (6) years for audit purpose.

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. Background studies will be conducted in accordance with Minnesota Department of Human Services background study requirements under Minn. Stat. § 245C.
- E. The CONTRACTOR agrees to maintain at all times 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 Minn. Stat. § 626.556.
- F. The CONTRACTOR will ensure all personnel are trained in the Vulnerable Adult Act, know the Statewide Common Entry Point, the Minnesota Adult Abuse Reporting Center (MAARC), and follow Minn. Stat. § 626.557 requirements.
- G. The CONTRACTOR will ensure all personnel are trained in the Maltreatment of Minors Act and follow Minn. Stat. § 626.556 reporting requirements.

XVIII. NONDISCRIMINATION

- A. 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.

XIX. REPRESENTATIVES

- A. 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 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.

Region 7E AMHI Contract TEMPLATE ONLY 2027

COUNTY Designee

Amanda Stevenson, Region 7E AMHI Planner
Isanti County Health and Human Services
Oakview Office Complex
1700 East Rum River Dr. S. Suite A
Cambridge, MN 55008
763-689-8166

CONTRACTOR Designee

VENDOR
VENDOR ADDRESS
ADDRESS LINE 2
PHONE

XX. MODIFICATIONS

- A. Any alterations, variations, modifications, or waivers of provisions of this agreement must be valid only when they have been reduced in writing, duly signed, and attached to the original of this agreement.
- B. 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 the agreement unless this is approved in writing by the COUNTY. Such approval must be considered a modification of the agreement.

XXI. PROGRAM COMPLIANCE

The CONTRACTOR agrees that all services provided under this Agreement shall comply with applicable Minnesota Department of Human Services (DHS) program guidance, applicable state and federal laws, and Region 7E Adult Mental Health Initiative requirements.

The CONTRACTOR shall cooperate with the COUNTY and REGION 7E in any program monitoring, evaluation, or reporting activities necessary to ensure compliance with funding and program requirements.

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.

APPROVED FOR FORM and FUNCTION:

BY: _____
Isanti County Attorney

Date

COUNTY OF ISANTI, STATE OF MINNESOTA

