



Aitkin County Health & Human Services

204 FIRST STREET NW
AITKIN, MINNESOTA 56431-1291
PHONE 1-800-328-3744 or 1-218-927-7200
FAX # 1-218-927-7210

Contract

This purchase of service agreement is with Northland Counseling Center, Inc, Aitkin, MN.

Objective

This contract is for Club House services.

Opportunity

This service is available to Aitkin County residents.

Existing or New Contract

This is an existing contract

Changes to Existing Contract

No changes were made to the existing contract.

Timeline for Execution

January 1, 2020 to December 31, 2020.

Conclusion

ACCCHS is asking the board for approval of this contract.



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PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT, between the **Aitkin County Health and Human Services Agency**, 204 First Street NW, Aitkin, MN 56431, hereafter referred to as the "Agency," and **Northland Counseling Center**, hereafter referred to as the "Provider", enter into this Agreement for the period from January 1, 2020 to December 31, 2020.

WHEREAS, the Agency desires to purchase Club House management services and location for individuals with mental illness from Provider and Provider is able to provide said services;

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

NOW THEREFORE, in consideration of the mutual understanding and agreements set forth, the Agency and Provider agree as follows:

I. Purchase of Service

- A. The Agency agrees to purchase and the Provider agrees to furnish the following services:

Management and physical site of the Aitkin County Club House

- B. The Provider shall, within thirty (30) days, notify the Health and Human Services Department whenever it is unable to, or going to be unable to provide the required quality or quantity of Purchased Services. Upon such notification, the Agency and Provider shall determine whether such inability will require a modification or cancellation of the contract.

II. Delivery of Purchased Services

- A. Services shall be provided during hours of 10:00 AM -2:00 PM, Monday, Tuesday, Thursday, and Friday or hours as agreed upon by the Agency and the Provider.
- B. The Provider shall provide the aforementioned services for mental health consumers and the services will not require a referral.
- C. The Provider will provide services located at the Aitkin United Methodist Church basement, 104 2nd Street NW, Aitkin, MN 56431.

III. Payment for Purchased Services

- A. The Agency agrees to pay the Provider in accordance with Attachment A. Service

Total shall not exceed the amount list on Attachment A for ongoing annual expenses.

- B. The Provider shall, by the 15th of the month, submit an invoice detailing services provided from the previous month.
- C. The Agency, shall, within 35 days of the receipt of the invoice, subject to the provisions of County fiscal procedures, make payment for the invoiced amount. It is understood and agreed that total payment under this contract shall not exceed the amount specified in paragraph 3a above.

IV. Eligibility for Services

- A. Any individual indicating mental health challenges who wishes to attend the Club House can do so without a referral or proof of previously utilized mental health services.
- B. Outside providers meeting with individuals with mental health challenges may access the Club House during operational days and times.

V. Delivery of Care Services

- A. Except as noted above, the Provider retains control over:
 - 1. Providing a safe and engaging environment;
 - 2. Maintaining a peer run system for the Club House that will include a Club House Coordinator;
 - 3. Supporting the Club House Coordinator in coordination of vendors and individuals to offer structured groups and/or education on specified topics;
 - 4. Providing employment compensation for the Club House Coordinator's wages and benefits;
 - 5. Recruitment and management of the Club House Coordinator from the community to include training and supervision, compliance with current by-laws, corrective action and grievance policies/actions, and resolution tools;
 - 6. Focusing on outreach to engage and encourage increased participation and utilization of the Club House;
 - 7. Reviewing oversight of technology and facility use, including developing safeguards to maintain consumer privacy and accountability and ensure that the space is used to the best and fullest capacity. Club House inventory items must be monitored and controlled by the Provider;
 - 8. It is expected that the Provider will communicate directly with the landlord to address questions/concerns regarding the building's maintenance/service needs, customization of the premises for the Club House's use and advertisement, or other topics related to the rental and use of the property for the purposes of the Club House operations;
 - 9. The Provider shall provide a written quarterly report to the Agency that includes:
 - a. Financial reporting: financial assessment, oversight, accountability, and cost-effectiveness reports to Aitkin County
 - b. Consumer participation numbers

c. Calendar of events being offered

VI. Standards and Licenses

- A. The Club House Provider will follow Drop-In Center guidelines and by-laws.
 - 1. When licensing is required, the Provider shall remain licensed during the term of this Agreement. The Agency will only pay for contracted services provided pursuant to such licensing requirements.
 - 2. The Provider shall comply with all applicable Federal and State statutes and regulations, as well as local ordinances and rules now in effect or hereafter adopted.
 - 3. Other provisions for cancellation of this Agreement notwithstanding, failure to meet the requirements of paragraphs a, b, and c as stated above may be cause for cancellation of this Agreement effective as of receipt of notice of cancellation.

VII. Audit and Record Disclosures

- A. The Provider shall maintain such records and provide the Agency with financial, statistical, and service reports as Aitkin County may require for accountability. Such reports shall be on forms provided by the Agency or in a format approved by the County. Specifically:
 - 1. Provider will submit financial and participant utilization reports in formats and at frequencies which will enable the Agency to fulfill its reporting requirements as to ultimate sources of funds. Such reports will be submitted to the Agency, Adult Social Services Supervisor no later than ten (10) calendar days after the request is made.
 - 2. Provider agrees to furnish the Agency with additional programmatic information to assist in the County's planning efforts and effective management of services. Such information shall be furnished to the Agency within the time period indicated in written notice of request.
 - 3. The Agency reserves the right to withhold payments under this Agreement pending the timely receipt of any information required.
- B. Provider agrees that within one (1) month of the close of the fiscal year, an audit or year-end financial statement shall be submitted to the Agency, Adult Social Services Supervisor.
- C. The Agency's procedures for monitoring and evaluating the Provider's performance under this contract, including compliance with all applicable rules and laws may include, but are not limited to: on-site visits to the Provider's facility; review of client files; review of Provider's financial, statistical, and service records; and review of reports and data provided by the Provider at the request of the Agency.
- D. Provider shall allow personnel of the Agency and the Minnesota Department of Human Services, the State Auditor's Office, and the Department of Health and Human Services access to the Provider's facility and records "and authority to copy program and fiscal records" at reasonable hours to exercise their responsibility to

monitor purchased services.

- E. Provider shall keep program records at 601 Bunker Hill drive, Aitkin, MN 56431. A copy of financial records and records pertaining to the contract shall be maintained at 204 First Street NW, Aitkin, MN 56431 by the Agency. All records shall be maintained for ten (10) years for audit purposes.

VIII. Safeguard of Client Information

- A. The Agency and the Provider must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the Agency under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Provider under this agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Provider or the Agency.
- B. If the Provider receives a request to release the data referred to in this Section, the Provider must immediately notify the Agency. The Agency will give the Provider instructions concerning the release of the data to the requesting party before the data is released.
- C. The use or 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 administration of the Agency or Provider's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, the client's attorney or the client's responsible parent or guardian.
- D. The Provider agrees to defend, indemnify, and save and hold the Agency, its agents, officers, and employees harmless from all claims arising out of, resulting from, or in any manner attributable to any violation or any provision of the Minnesota Government Data Practices Act, including any legal fees or disbursements paid or incurred to enforce the provisions of this article of the Agreement.
- E. To the extent that Provider performs a function or activity involving the use of "protected health information" (45 CFR 164.501), **on behalf of the Agency** including, but not limited to: providing health care services; health care claims processing or administration; data analysis, processing or administration; utilization review; quality assurance; billing; benefit management; practice management; re-pricing; or otherwise as provided by 45 CFR § 160.103, provider/contractor is a business associate of Aitkin County Health and Human Services for purposes of the Health Insurance Portability and Accountability Act of 1996. Provider agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Part 160-164), (collectively referred to as "HIPAA"), and has executed an addendum to this Agreement for purposes of compliance with HIPAA, which addendum is incorporated herein by this reference.

IX. Equal Employment Opportunity and Civil Rights and Nondiscrimination

- A. The Provider agrees to comply with the Civil Rights Act of 1964, Title VII, 42

U.S.C. 2000e, including Executive Order No. 11246, Title VI, 42 U.S.C. 2000d, and the Rehabilitation Act of 1973 as amended by Section 504; Minnesota Statutes, section 363A.02; and all applicable federal and state laws, rules, regulations, and orders prohibiting discrimination in employment, facilities and services.

- B. It is the Agency's policy that all providers desiring to do business with the Agency adhere to the principles of Equal Employment Opportunity and Affirmative Action. This requires not only that providers do not unlawfully discriminate in any condition of employment on the basis of race, color, sex, religion, national origin, or age but that they also take affirmative action to insure positive progress in Equal Opportunity Employment. To the extent applicable, the Provider certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363A.36. This section only applies if the Agreement is for more than \$100,000.00 and the Provider has employed 40 or more employees within the State of Minnesota on a single working day during the previous 12 months.

X. Fair Hearing and Grievance Procedures

- A. The Provider agrees to provide for a fair hearing and grievance procedure in conformance with and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services and Minnesota Statutes, Section 256.045, which are incorporated by reference into this Agreement.

XI. Contract Disputes

- A. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement shall be subject to negotiation and agreement by the Director of the Agency. A written copy of the determination will be provided to the Provider and will be deemed final copy and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Provider furnishes to the Agency a written appeal. The decision of the determination of such appeals, shall be through the Director of the Agency shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith or not supported by substantial evidence. In conjunction with any appeal proceeding under this clause, the Provider shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Provider shall proceed diligently with the performance of the Agreement.
- B. This disputes clause does not preclude consideration of questions of law.

XII. Indemnification

- A. The Provider does hereby agree that it will defend, indemnify, and hold harmless, the Agency and the County against any and all liability, loss, damages, costs and expenses which the Agency or County may hereafter sustain, incur, or be required

to pay:

1. By reason of any applicant or eligible recipient suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving the care and services to be furnished under this Agreement, or while on premises owned, leased, or operated by the Provider, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the Provider or any officer, agent, or employee thereof; or
 2. By reason of any applicant or eligible recipient causing injury to, or damage to, the property of another person, during any time when the Provider or any officer, agent, or employee thereof has undertaken or is furnishing the care and services called for under this Agreement; or
 3. By reason of any negligent act or omission or intentional act of the Provider, its agents, officers, or employees which causes bodily injury, death, personal injury, property loss, or damage to another during the performance of purchased services under this Agreement.
- B. This indemnity provision shall survive the termination or expiration of this Agreement. The Agency does not intend to waive any immunity it may have by statute or common law.

XIII. Insurance and Bonding

- A. In order to protect itself and the Agency under the indemnity provisions set forth above, Provider shall, at the Provider's expense, procure and maintain the following insurance coverage at all times during the term of the Agreement:
- ✓ A general liability insurance policy in the amount of **\$1,500,000** for bodily injury or property damage to any one person and for total injuries or damages arising from any one incident. The Agency must be named an additional insured and shall be sent a certificate of insurance on an annual basis.
 - ✓ Worker's compensation insurance per Minnesota Statute, section 176.181.
 - ✓ Professional liability insurance policy for licensed professionals with a minimum aggregate amount of **\$1,000,000**.
 - ✓ Fidelity Bond or insurance coverage for theft/dishonesty that covers theft of a client's funds or belongings with a minimum amount of **\$15,000**; when the provider and/or provider employees handle clients' funds or have direct access to clients' belongings.
- B. By signing this Agreement, the Provider certifies that they are in compliance with this Section.
- C. The Provider at all times is solely responsible to maintain in force the insurance coverage required under this Agreement and shall provide, without demand by the Agency, annual certificates and/or pertinent documentation regarding insurance renewal or termination to Cynthia Bennett, Aitkin County Health and Human Services Director, 204 First Street NW, Aitkin, MN 56431 or via e-mail to Cynthia.Bennett@co.aitkin.mn.us. If the certificate is not received by the expiration date, the Agency shall notify Provider and Provider shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the

interim.

- D. The Agency reserves the right to request and obtain all insurance information pertinent to this Agreement, directly from the Provider's insurance agent(s).
- E. Failure by the Provider to maintain insurance coverage as set forth in this Section 18 is a default of this Agreement, which entitles the Agency, at its sole discretion, to terminate this Agreement immediately.

XIV. Contractor Debarment, Suspension, and Responsibility Certification

- A. Federal Regulation 45 CFR 92.35 prohibits the Agency 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, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State of Minnesota or the Agency. 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. By signing this Agreement, the Provider certifies that they are in compliance with these regulations.

XV. Conditions of the Parties' Obligations

- A. It is understood and agreed that in the event the funding to the Agency 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.
- B. Either party may cancel this Agreement at any time, with or without cause, upon thirty (30) days written notice delivered by mail or in person. Written notice of cancellation by the Provider shall be addressed to Cynthia Bennett, Aitkin County Health and Human Services Director, 204 First Street NW, Aitkin, MN 56431.
- C. Before the termination date specified in Section I of this Agreement, the Agency may evaluate the contract performance of the Provider and determine whether such performance merits renewal of this Agreement.
- D. The Agency will only reimburse for services specified in this Agreement. Amendments to this contract must be signed by both parties and prepared according to Section XII of this Agreement.
- E. No claim for services furnished by the Provider not specifically provided in the agreement will be allowed by the Agency, nor must the Provider do any work or furnish any material not covered by the Agreement, unless this is approved in writing by the Agency. Such approval must be considered 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 this Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new Federal regulations.
- G. If there should be any change in mode or delivery of service, type of client being

served, or change in policy regarding services being purchased, the Agency must be notified, in writing, prior to action taking place.

XVI. Subcontracting

- A. The Provider shall not enter into any subcontract for performance of any of the services contemplated under this Agreement nor assign any interest in the Agreement without the prior written approval of the Agency and subject to such provisions as the Agency may deem necessary. Subcontracts shall be subject to the requirements of this contract. The Provider shall be responsible for the performance of any subcontractors.

XVII. Modification of Agreement

- A. Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been written and signed by the parties.

XVIII. Default

- A. Neither party shall be held responsible for delay nor does failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party give notice to the other party as soon as possible. Acts and events may include fire, flood, epidemic, strikes, acts of God, unusually severe weather, acts of civil or military authority, acts of terrorism, delays or defaults caused by public carriers, or natural disasters which cannot reasonably be forecast or provided against.
- B. Unless the Provider's default is excused under the provisions of this Agreement, the Provider, after receipt of notice by the Agency Director of any of the following conditions or other circumstances warranting cancellation of this Agreement, shall have ten (10) days after receipt of notice to cure the specified failure:
 - 1. If the Provider fails to provide services called for by this Agreement within the time specified herein or any extension thereof; or
 - 2. If the Provider is in such financial condition so as to endanger the performance of this Agreement;
 - 3. If the Provider fails to perform any of the other provisions of this Agreement, or so fails to prosecute the work as to endanger performance of this Agreement in accordance with its terms, or
 - 4. If it is discovered that material misrepresentations were made by the Provider as to conditions relied upon by the Agency which purported to exist by the terms of this Agreement and all exhibits and documents attached hereto and incorporated by reference.
 - 5. If the Provider fails to cure the specified condition after notice within the prescribed period of time, then the Agency may upon written notice immediately cancel the whole or any part of this Agreement

- C. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be construed to be modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of the Agency, and attached to the original Agreement.
- D. The rights and remedies of the Agency provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

XIX. Merger

- A. Entire Agreement: It is understood and agreed that the entire agreement of the parties is contained in Sections I-XIX and Attachment A. This Agreement supersedes all oral agreements and negotiations relating to this contract including any previous agreements pertinent to the services described in this contract. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

IN WITNESS WHEREOF, the Agency and Provider agree that this contract is effective from January 1, 2020 to December 31, 2020.

COUNTY OF AITKIN
STATE OF MINNESOTA

BY: Cynthia Bennett
Director, Aitkin County Health and
Human Services

BY: _____
Chairperson
Aitkin County Board of Commissioners

DATED: 2-11-2020

DATED: _____

NORTHLAND COUNSELING CENTER

Approved as to Form and Execution

BY: [Signature]
Northland Counseling Center

BY: _____
Aitkin County Attorney

DATED: 2/11/20

DATED: _____

[Signature]
Secretary MSA

