



AITKIN COUNTY HEALTH & HUMAN SERVICES

204 First Street NW
Aitkin, MN 56431

Phone: 800-328-3744/218-927-7200
Fax: 218-927-7210

Contract

Annual contract renewal between Aitkin County Health and Human Services and Northland Counseling Center.

Objective

Northland Counseling Center will provide Club House management services to Aitkin County residents.

Opportunity

This service supports all interested individuals within Aitkin County that are in need of mental health supports and services.

Existing or New Contract

This is a contract renewal.

Changes to Existing Contract

This contract does contain language changes regarding the location change of the site, days of operation and financial support provided by the county.

Timeline for Execution

1/1/22-12/31/22

Conclusion

We are requesting the Aitkin County Board to continue to support Northland Counseling Center in contracting with Aitkin County Health and Human Services to provide Club House management services to Aitkin County residents.

“This institution is an equal opportunity provider.”



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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 "County," and **Northland Counseling Center**, 215 SE Second Avenue, Grand Rapids, MN 55744, hereafter referred to as the "Contractor", enter into this Agreement for the period from January 1, 2022 to December 31, 2022.

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

WHEREAS, the Contractor 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 County and Contractor agree as follows:

I. PURCHASE OF SERVICE

- A. The County agrees to purchase and the Contractor agrees to furnish the following services:

Management and physical site of the Aitkin County Club House

- B. The Contractor 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 County and Contractor 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, and Wednesday or hours as agreed upon by the County and the Contractor.
- B. The Contractor shall provide the aforementioned services for mental health consumers and the services will not require a referral.
- C. The Contractor will provide services located at the Birchstreet Center, 20 3rd Street NE, Aitkin, MN 56431 or other location deemed suitable by contractor within the city of Aitkin, MN. If a secure virtual option is requested, approval will be at the discretion of the county.

"This institution is an equal opportunity provider."

III. PAYMENT FOR PURCHASED SERVICES

- A. The County agrees to pay the Contractor in accordance with Attachment A. Service Total shall not exceed the amount list on Attachment A for ongoing annual expenses.
- B. The Contractor shall, by the 15th of the month, submit an invoice detailing services provided from the previous month.
- C. The County, 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 Contractor 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 Contractor;
 - 8. It is expected that the Contractor 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 Contractor shall provide a written quarterly report to the County that includes:
 - a. Financial reporting: financial assessment, oversight, accountability, and cost-effectiveness reports
 - b. Consumer participation numbers
 - c. Calendar of events being offered

VI. STANDARDS AND LICENSES

- A. The Club House Contractor will follow Drop-In Center guidelines and by-laws.
 1. When licensing is required, the Contractor shall remain licensed during the term of this Agreement. The County will only pay for contracted services provided pursuant to such licensing requirements.
 2. The Contractor 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 Contractor shall maintain such records and provide the County with financial, statistical, and service reports as Aitkin County may require for accountability. Such reports shall be on forms provided by the County or in a format approved by the County. Specifically:
 1. Contractor will submit financial and participant utilization reports in formats and at frequencies which will enable the County to fulfill its reporting requirements as to ultimate sources of funds. Such reports will be submitted to the County, Adult Social Services Supervisor no later than ten (10) calendar days after the request is made. In addition MHIS reports will be made to DHS per state requirements.
 2. Contractor agrees to furnish the County with additional programmatic information to assist in the County's planning efforts and effective management of services. Such information shall be furnished to the County within the time period indicated in written notice of request.
 3. The County reserves the right to withhold payments under this Agreement pending the timely receipt of any information required.
- B. Contractor 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 County, Adult Social Services Supervisor.
- C. The County's procedures for monitoring and evaluating the Contractor'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

- Contractor's facility; review of client files; review of Contractor's financial, statistical, and service records; and review of reports and data provided by the Contractor at the request of the County.
- D. Contractor shall allow personnel of the County and the Minnesota Department of Human Services, the State Auditor's Office, and the Department of Health and Human Services access to the Contractor's facility and records "and authority to copy program and fiscal records" at reasonable hours to exercise their responsibility to monitor purchased services.
 - E. Contractor shall keep program records at 215 SE Second Ave, Grand Rapids, MN 55744. A copy of financial records and records pertaining to the contract shall be maintained at 204 First Street NW, Aitkin, MN 56431 by the County. All records shall be maintained for ten (10) years for audit purposes.

VIII. SAFEGUARD OF CLIENT INFORMATION

- A. The County and the Contractor must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the County under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor 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 Contractor or the County.
- B. If the Contractor receives a request to release the data referred to in this Section, the Contractor must immediately notify the County. The County will give the Contractor 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 County or Contractor'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 Contractor agrees to defend, indemnify, and save and hold the County, 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 Contractor performs a function or activity involving the use of "protected health information" (45 CFR 164.501), **on behalf of the County** 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. Contractor 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 CLAUSE

- A. (When applicable) the Contractor agrees to administer all programs in accordance with the provisions contained in the Food and Nutrition Act of 2008, as amended, and in the manner prescribed by regulations issued pursuant to the Act; implement the FNS- approved State Plan of Operation for the Supplemental Nutrition Assistance Program (SNAP) if required; comply with Title VI of the Civil Rights Act of 1964; section 11 (C) of the Food and Nutrition Act of 2008, as amended; the Age Discrimination Act of 1975; section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Action of 1990; Title IX of the Educational Amendments of 1972; and all requirements imposed by the regulations issued pursuant these Acts by the U.S. Department of Agriculture to the effect that, no person in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under SNAP;
- B. (When applicable) the Contractor agrees to administer all programs in accordance with U.S. Department of Health and Human Services requirements imposed by the regulations pursuant to Title VI of the Civil Rights Act of 1964; the Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Action of 1990; Title IX of the Educational Amendments of 1972; Section 1557 of the Patient Protection and Affordable Care Act of 2010. Comply with the regulations to the effect that, no person in the United States shall, on the grounds of race, color, national origin, sex, age, disability, or religion, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under U.S. Department of Health and Human Services programs;
- C. (When applicable) the Contractor agrees to administer all programs and services in compliance with the Minnesota Human Rights Act, Public Services and Public Accommodations provisions; comply with all requirements imposed by the Minnesota Human Rights Act to the effect that, no person in Minnesota shall, on the grounds of race, color, national origin, religion, creed, sex, sexual orientation, marital status, public assistance status, or disability, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under the Minnesota Human Rights Act. Your agency and Aitkin County further agree to fully comply with any changes in Federal law

and regulations. This agreement may be modified with the mutual consent of both parties;

- D. (When applicable) the Contractor agrees that by accepting the Civil Rights Assurance it will compile data, maintain records, books and accounts; and submit reports as required to permit effective enforcement of the nondiscrimination laws. Your agency also agrees to permit authorized County, Federal and State personnel, during normal working hours, to review such records, books, accounts, and reports as need to determine compliance with the nondiscrimination laws;
- E. (When applicable) the Contractor agrees to provide meaningful access to all participants in the SNAP program. Your agency must take reasonable steps to ensure that Limited English Proficiency (LEP) participants have meaningful access to programs, services, benefits, from your agency. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single- language minorities in certain project areas. Please include a copy of your agency's LEP Plan;
- F. (When applicable) the Contractor agrees to attest that all employees administering services or programs under contract with Aitkin County, have received the Civil Rights power point training;
- G. (When applicable) the Contractor certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363.073 (1998). This section only applies if the grant is for more than \$100,000 and the Contractor has employed forty or more full-time employees within the State of Minnesota on a single working day during the previous 12 months.

X. FAIR HEARING AND GRIEVANCE PROCEDURES

- A. The Contractor 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 Aitkin County Health & Human Services. A written copy of the determination will be provided to the Contractor and will be deemed final copy and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Contractor furnishes to the County a written

appeal. The decision of the determination of such appeals, shall be through the Director of Aitkin County Health & Human Services shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, and 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 Contractor 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 Contractor 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 Contractor does hereby agree that it will defend, indemnify, and hold harmless, the County against any and all liability, loss, damages, costs and expenses which the 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 Contractor, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the Contractor 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 Contractor 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 Contractor, 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 County 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 County under the indemnity provisions set forth above, Contractor shall, at the Contractor'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 County 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 coverage for **\$2,000,000** Each Occurrence and an aggregate amount of **\$4,000,000**.
 - ✓ 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 Contractor and/or Contractor employees handle clients' funds or have direct access to clients' belongings.
- B. By signing this Agreement, the Contractor certifies that they are in compliance with this Section.
- C. The Contractor at all times is solely responsible to maintain in force the insurance coverage required under this Agreement and shall provide, without demand by the County, 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 County shall notify Contractor and Contractor shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim.
- D. The County reserves the right to request and obtain all insurance information pertinent to this Agreement, directly from the Contractor's insurance agent(s).
- E. Failure by the Contractor to maintain insurance coverage as set forth in this Section 18 is a default of this Agreement, which entitles the County, 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 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, 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 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. By signing this Agreement, the Contractor 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 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.

- 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 Contractor 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 County may evaluate the contract performance of the Contractor and determine whether such performance merits renewal of this Agreement.
- D. The County 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 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.
- 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 County must be notified, in writing, prior to action taking place.

XVI. SUBCONTRACTING

- A. The Contractor 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 County and subject to such provisions as the County may deem necessary. Subcontracts shall be subject to the requirements of this contract. The Contractor 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 Contractor's default is excused under the provisions of this Agreement, the Contractor, after receipt of notice by the Director of Aitkin County Health & Human Services 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 Contractor fails to provide services called for by this Agreement within the time specified herein or any extension thereof; or
 - 2. If the Contractor is in such financial condition so as to endanger the performance of this Agreement;
 - 3. If the Contractor 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 Contractor as to conditions relied upon by the County which purported to exist by the terms of this Agreement and all exhibits and documents attached hereto and incorporated by reference.
 - 5. If the Contractor fails to cure the specified condition after notice within the prescribed period of time, then the County 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 County, and attached to the original Agreement.
- D. The rights and remedies of the County 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 County and Contractor agree that this contract is effective from January 1, 2022 to December 31, 2022.

COUNTY OF AITKIN
STATE OF MINNESOTA

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

BY: _____
Chairperson
Aitkin County Board of
Commissioners

DATED: 12/30/2021

DATED: _____

NORTHLAND COUNSELING CENTER

Approved as to Form and Execution

DocuSigned by:
BY: Chris Jenkins
Northland Counseling Center

BY: _____
Aitkin County Attorney

DATED: 12/30/2021

DATED: _____

Attachment A

Aitkin Clubhouse for Mental Health Wellness

Location: The Birchstreet Center
20 3rd Street NE
Aitkin, MN 56431

Hours of Operation: 10am-2pm Monday, Tuesday, Wednesday

Focus of the Clubhouse – To meet other people with life experience with mental health seeking mental health understanding and recovery.

To be offered:

- Mental health recovery groups
- Educational groups
- Community Volunteering
- Experiential activities and events
- Community integration experiences
- Employment services / job search services
- Limited – Transportation

Cooperative solutions for future funding will be developed through joint collaboration of Northland Counseling Center, Region V+, and Aitkin County Health & Human Services. Plan would include starting with a Social Clubhouse with supportive services. Services will be offered regardless of agency service affiliation.

Cost & Delivery of Purchased Services- SSIS Service Agreement Date Span 1/1/2022-12/31/2022 total of \$30,000 for entire span or \$2500 for 12 months. (For ACHHS purposes, \$8710 will be pulled from CSP Grant and \$21,290 from Aitkin County AMHI dollars to equal \$30,000 for 2022 annual support for Clubhouse.)