

AGREEMENT Between
NORTHLAND COUNSELING CENTER, INC.
AND AITKIN COUNTY
FOR DETOXIFICATION SERVICES

THIS AGREEMENT, made and entered into the 1st day of January, 2015, by and between the NORTHLAND COUNSELING CENTER, INC., hereinafter sometimes referred to as Northland, and AITKIN COUNTY, hereinafter sometimes referred to as the COUNTY:

WITNESSETH:

WHEREAS, the COUNTY is required under Minnesota Statutes, Chapter 254A.08, to provide receiving center services to persons; and

WHEREAS, the COUNTY wishes to purchase such detoxification services from NORTHLAND:

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PURCHASED:

Now, therefore, in consideration of the agreements hereinafter set forth, the COUNTY agrees to purchase, and NORTHLAND agrees to furnish, for the period of January 1, 2015, through December 31, 2015, the following services for AITKIN COUNTY residents to be provided in accordance with the above statutes:

- A. Surveillance and protection during crisis periods:
- B. Evaluation of chemical dependency and psychosocial functioning.
- C. On-site nursing health assessment and assistance in securing diagnostic, preventive, remedial and ameliorative health-related services;
- D. Referral to acute medical facility, if necessary;
- E. Education to motivate clients to address alcohol and/or other chemical problems;
- F. Discharge planning, referral to appropriate treatment resources and follow-up;
- G. Other services as may be required by Rule 32 Minnesota State Statutes.

It is expected that these services will be provided for a period of up to 72 hours, exclusive of Saturday, Sunday and holidays.

NORTHLAND shall make every reasonable effort to maintain sufficient staff, facilities, equipment, etc., to deliver the contracted services to be purchased by the COUNTY. NORTHLAND shall, in writing within ten (10) days, notify the COUNTY whenever it is unable to, or going to be unable to, provide the required quality or quantity of the contracted services. Upon such notification, NORTHLAND and the COUNTY shall determine whether such inability will require a modification or cancellation of the contract.

NORTHLAND agrees to comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, and execution orders, now in effect or hereinafter adopted, pertaining to this contract or to the facilities, programs and staff for which NORTHLAND is responsible and pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, gender, sexual orientation, marital status, status with regard to public assistance, disability, or age.

Any violations of or failure to comply with federal, state, or local laws, statutes, ordinances, rules, regulations or executive orders, as well as loss of any applicable license or certificates by NORTHLAND shall constitute a material break of this contract, whether or not intentional, and shall entitle the COUNTY to terminate this contract upon delivery of written notice of termination to NORTHLAND. Notwithstanding any other provision of this contract, such termination shall be effective as of the date of such violation, failure, or loss.

2. COST AND DELIVERY OF CONTRACTED SERVICES:

- A. As of January 1, 2015, the COUNTY will pay for such purchased services in the amount of \$325.00 per patient day for the remaining calendar year 2015. Billing will be submitted by the contractor on a monthly basis.
- B. Service
 - (1) Bed capacity: 4
 - (2) Average length of stay: 3 days
- C. Contracted services will be provided at Northland Recovery Center located at Grand Rapids, Minnesota.
- D. Starting March 1, 2006, no charges will be billed to the County for a client's date of discharge.

3. ELIGIBILITY FOR SERVICES:

- A. Any person shall be eligible to receive services regardless of personal income.
- B. Services shall be available to individuals having a problem relating to chemical use. At least one of the factors listed below should be present before a person is admitted for services:

- (1) Any person who appears intoxicated;
- (2) Any person who has apparent need for evaluation of chemical use or abuse;
- (3) Any person in danger of relapse or seeking entry into the continuum of care and/or legal placement into the continuum of care.

4. PAYMENT FOR CONTRACTED SERVICES:

- A. NORTHLAND shall, within fifteen (15) days after the last day of each month, submit an invoice which includes patient name, admit date, discharge date, total days and resident status. In addition, a Statement for Detoxification Services will be attached to the invoice for each patient seen (Attachment B). The patient will also be given a copy of the statement upon discharge.
- B. The COUNTY shall, within the month the invoice is received, make payment to NORTHLAND.
- C. COUNTY will not pay for extensions beyond three days, unless prior authorization has been given by the COUNTY AGENCY.

5. AUDIT AND RECORD DISCLOSURES:

NORTHLAND shall:

- A. Furnish the COUNTY with information about sources of funding and fees paid, as well as other statistical data necessary to meet reporting requirements.
- B. Maintain at its office, records for five (5) years for auditing purposes.

6. SAFEGUARD OF CLIENT INFORMATION:

The use or disclosure by any party of information concerning a client in violation of the State's Data Privacy Act, Minnesota Statutes 15.162 et. Seq., or for any purpose not directly connected with the administration of NORTHLAND'S or COUNTY'S responsibility with respect to the contracted services hereunder is prohibited, except upon written consent of such service recipient, his/her attorney, or his/her responsible parent or guardian.

7. BONDING, INDEMNITY, AND INSURANCE CLAUSE:

- A. NORTHLAND shall obtain and maintain at all times during the terms of this agreement, a fidelity bond covering the activities of its personnel authorized to receive or distribute monies.

- B. Indemnity: NORTHLAND does hereby agree that at all times hereafter during the existence of this agreement indemnify and hold harmless the COUNTY against any and all liability, loss, damages, costs or expenses, which the COUNTY may hereafter sustain, incur or be required to pay 1) by reason of any service recipient suffering personal injury, death or property loss or damage either while participating in or receiving from NORTHLAND the care and services to be furnished by NORTHLAND under this agreement or while on premises owned, leased or operated by NORTHLAND, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by NORTHLAND or any officer, agency, or employee thereof; 2) by reason of any service recipient causing injury to, or damage to the property of another person during any time when NORTHLAND or any officer, agency or employee thereof has undertaken or is furnishing the care and services call for under this agreement, or 3) by reason of NORTHLAND negligence of any kind.
- C. Insurance: NORTHLAND does further agree that in order to protect itself as well as the COUNTY under the indemnity agreement provision above set forth, it will at all times during the term of this contract, have and keep in force a liability insurance policy of at least **\$500,000.00 bodily injury per claimant**, up to **\$1,500,000 per occurrence** and \$50,000 property damage and agrees to provide a certificate of insurance or other document demonstrating that such insurance has been procured to the COUNTY.

8. CONDITIONS OF THE PARTIES' OBLIGATIONS:

- A. At least sixty (60) days before the termination date specified in Section 1 of this contract, the COUNTY may evaluate the performance of NORTHLAND in regard to the terms of this contract to determine whether such performance merits renewal of this contract.
- B. Any alterations, variations, modifications, or waivers or 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.
- C. Upon thirty (30) days written notice from either party, this contract shall be null and void.

9. SUBCONTRACTING:

- A. NORTHLAND shall not enter into subcontracts for any of the work contemplated under this contract without written approval of COUNTY.
- B. A description for services purchased by NORTHLAND shall be attached to this contract.

10. MISCELLANEOUS:

Entire Agreement: It is understood and agreed that the entire contract is contained herein and that this contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements in effect between NORTHLAND and any county welfare department(s) relating to the subject matter hereof. NORTHLAND RECOVERY CENTER is not guaranteeing Aitkin County a bed for detox use. If a need arises for AITKIN COUNTY and NORTHLAND has a bed available, NORTHLAND RECOVERY CENTER will provide detox services.

IN WITNESS HEREOF, the COUNTY and NORTHLAND have executed this contract as of the day and year first above written.

By: _____
Thomas Burke
Aitkin County Health & Human Services Director

Dated _____

By: _____
Commissioner Mark Wedel
Chair, Aitkin County Board of Commissioners

Dated _____

By: _____
Jim Ratz
Aitkin County Attorney

Dated _____

By: Colleen MacKay
Director of CD & Detox Services at
Northland Recovery Center

Dated 10-28-2014

Colleen MacKay, Director of Services
Printed Name and Title of Person Signing this document

**ADDENDUM
DETOXIFICATION SERVICES CONTRACT - AITKIN COUNTY**

Northland Counseling Center, Inc. provides all services identified in the contract directly with the exception of:

- 1) Emergency Acute Medical Care
Northland transfers all patients in need of acute medical care to Itasca Medical Center.

- 2) Physician Service
Northland refers to Itasca County and Aitkin County physicians for identified physician care and medication orders.

STATEMENT FOR DETOX SERVICES

PAYABLE TO: AITKIN COUNTY HEALTH & HUMAN SERVICES AITKIN COUNTY RESIDENT? ___ Yes ___ No
204 FIRST ST NW
AITKIN, MN 56431
(218) 927-7200
1-800-328-3744

CLIENT NAME: _____ DATE OF SERVICE _____ CHARGE \$325/DAY
ADDRESS: _____
PHONE: _____ DOB: _____
SOCIAL SECURITY #: _____
HEALTH INS: _____
Client is responsible for filing own insurance claim
-MEDICAL ASSISTANCE DOES NOT COVER DETOX-
TOTAL DUE FROM CLIENT \$ _____

-YOU MAY BE ELIGIBLE FOR A FEE REDUCTION FOR THESE DETOX CHARGES-

Please forward the Total Family Income form, with required proof, to the Accounting Department at Aitkin County Health & Human Services within thirty (30) days of discharge to determine if you are eligible for a fee reduction.

I have received the Tax Intercept Notice as well as the Total Family Income form to be completed and returned by client to Aitkin County Health & Human Services within thirty (30) days of leaving the detox facility.

CLIENT SIGNATURE: _____ DATE: _____
PARENT'S SIGNATURE (if Minor): _____ DATE: _____
DETOX TECH SIGNATURE: _____ DATE: _____

White: NRC

Yellow: ACH&HS

Pink: Client