

PERSONAL SERVICE CONTRACT (MHAND)

The parties to this contract are the State of North Dakota, acting through its North Dakota Insurance Department (STATE) and Mental Health America of North Dakota (MHAND);

1. SCOPE OF SERVICE

Mental Health America of North Dakota, in exchange for the compensation paid by STATE under this contract, agrees to provide the following services:

- Mental Health America of North Dakota (MHAND) will provide beneficiary information and referrals to the STATE from callers of the 2-1-1 telephone service from November 1, 2008 through December 15, 2008. The MHAND program staff will complete the STATE's intake form which includes the caller's medications and other relevant information determined necessary to perform a Prescription Drug Plan comparison.
- STATE will provide training to MHAND's employees on how to complete the intake form. STATE will also train MHAND staff on how to prescreen applicants for the Low Income Subsidy program. All of these trainings will be provided by STATE before November 1, 2008.
- MHAND will complete STATE's intake forms as precisely as possible including the names of medications, quantities and dosages. MHAND staff will ensure the appropriate spellings, dosages and quantities of each medication for accuracy when speaking with callers of the 2-1-1 telephone service.
- STATE will collect the completed beneficiary intake forms from MHAND at STATE's discretion.
- MHAND will provide media coverage in the eastern half of the state (especially Cass county) of North Dakota to publicize the 211 phone number for Medicare Part D plan comparisons. This media can be free of charge and the media route used can be determined by MHAND. This media coverage should take place a minimum of twice from November 1 through December 31, 2008.

provisions of this contract, or so fail to pursue the work as to endanger performance of this contract in accordance with its terms.

- iii. The rights and remedies of STATE provided in the above clause related to defaults by Mental Health America of North Dakota are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

5. FORCE MAJEURE

Mental Health America of North Dakota will not be held responsible for delay or default caused by fire, riot, acts of God or war if the event is beyond Mental Health America of North Dakota reasonable control and Mental Health America of North Dakota gives notice to STATE immediately upon occurrence of the event causing the delay or default or that is reasonably expected to cause a delay or default.

6. RENEWAL

This contract may be renewed upon satisfactory completion of the initial contract term. STATE reserves the right to execute up to two options to renew this contract annually under the same terms and conditions for a period of 12 months each. This contract will not automatically renew. STATE will provide written notice to Mental Health America of North Dakota of its intent to renew this contract at least 60 days before the scheduled termination date.

7. EXTENSION

STATE reserves the right to extend the contract period for an additional period of time, not to exceed six months, beyond the normal expiration date of the contract, upon mutual written agreement by both parties.

8. MERGER AND MODIFICATION

This contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this contract. This contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.

9. SEVERABILITY

If any term of this contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms must not be affected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

10. ASSIGNMENT AND SUBCONTRACTS

Mental Health America of North Dakota may not assign or otherwise transfer or

hold harmless does not extend to professional liability claims arising from professional errors and omissions. The legal defense provided by Mental Health America of North Dakota to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Mental Health America of North Dakota also agrees to defend, indemnify, and hold the State harmless for all costs, expenses and attorneys' fees incurred in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

14. INSURANCE

Mental Health America of North Dakota shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
 - 2) Professional errors and omissions, including a three year "tail coverage endorsement," with minimum liability limits of \$1,000,000 per occurrence and in the aggregate.
 - 3) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$500,000 per occurrence.
 - 4) Workers compensation coverage meeting all statutory requirements.
- The insurance coverages listed above must meet the following additional requirements:

- 1) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The amount of any deductible or self retention is subject to approval by the State.
- 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.
- 3) The insurance required in this agreement, through a policy or endorsement, shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State representative.

All work product, equipment or materials created or purchased under this contract belong to STATE and must be delivered to STATE at STATE's request upon termination of this contract. Mental Health America of North Dakota agrees that all materials prepared under this contract are "works for hire" within the meaning of the copyright laws of the United States and assigns to STATE all rights and interests Mental Health America of North Dakota may have in the materials it prepares under this contract, including any right to derivative use of the material. Mental Health America of North Dakota shall execute all necessary documents to enable STATE to protect its rights under this section.

20. INDEPENDENT ENTITY

Mental Health America of North Dakota is an independent entity under this contract and is not a STATE employee for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the North Dakota Unemployment Compensation Law and the North Dakota Workers' Compensation Act. Mental Health America of North Dakota retains sole and absolute discretion in the manner and means of carrying out Mental Health America of North Dakota activities and responsibilities under this contract, except to the extent specified in this contract.

21. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

Mental Health America of North Dakota agrees to comply with all applicable laws, rules, regulations and policies, including those relating to nondiscrimination, accessibility and civil rights. Mental Health America of North Dakota agrees to timely file all required reports, make required payroll deductions, and timely pays all taxes and premiums owed, including sales and use taxes and unemployment compensation and workers' compensation premiums. Mental Health America of North Dakota shall have and keep current at all times during the term of this contract all licenses and permits required by law.

22. AUDIT

All records, regardless of physical form, and the accounting practices and procedures of Mental Health America of North Dakota relevant to this contract are subject to examination by the North Dakota State Auditor or the Auditor's designee. Mental Health America of North Dakota will maintain all such records for at least three years following completion of this contract.

23. REPAYMENT

STATE will not make any advance payments before performance by Mental Health America of North Dakota under this contract.

24. TAXPAYER ID

Federal employer ID number is: 45-0276836 [need to fill this in]_____.

25. PAYMENT OF TAXES BY STATE

PURCHASE OF SERVICE AGREEMENT

The State of North Dakota, acting through its North Dakota Department of Human Services, Economic Assistance Policy Division (State), has determined the services identified in the Scope of Service paragraph below should be purchased.

Mental Health America of North Dakota (Vendor), P.O. Box 4106, Bismarck, ND 58502-4106, proposes to provide those services.

State and Vendor therefore enter into the following:

1. TERM OF THE AGREEMENT

This agreement runs from July 1, 2007, through June 30, 2009. This agreement may be terminated at any time by mutual consent of both parties, or upon 30-days' written notice by either party, with or without cause.

2. SCOPE OF SERVICE

Vendor shall provide referral services for individuals calling on Vendor's 2-1-1 number that are pregnant and requesting options. Vendor will give the individual caller names of providers of the alternative-to-abortion services in the caller's location. Alternative-to-abortion service providers will continue to be listed on Vendor's website. Vendor will report to State the number of calls and nonclient-related information received that were referred to the providers of the alternative-to-abortion service.

3. COMPENSATION

State, upon receipt and approval of SFN 1763 Request for Reimbursement or other form required by State, shall pay Vendor \$450 per month for providing the referral services. Total payment under this agreement may not exceed \$10,800. Vendor shall submit its request for reimbursement to State monthly. Vendor shall submit its final payment request to State no later than 15 days after the expiration or termination of this agreement.

4. VENDOR'S UNDERSTANDING OF TERM OF FUNDING

Vendor understands that this agreement is a one-time agreement, and acknowledges that it has received no assurances that this agreement may be extended beyond its expiration date.

5. VENDOR ASSURANCES

This agreement will be construed according to the laws of the State of North Dakota. In connection with furnishing supplies or performing work under this agreement, persons who contract with or receive funds to provide services to State are obligated and agree to comply with all local, state, and federal laws, regulations, and executive orders related to the performance of this agreement

of Vendor, the agreement will be terminated. In the event of a breach by Vendor in such circumstances, State may set off, against any liability or obligations owed to Vendor under this agreement or otherwise, any amounts paid for individual items of work which are incomplete at the time of the breach. If the agreement is terminated as a result of a breach by Vendor, which is beyond the control of Vendor, State is not entitled to liquidated damages.

State shall give written notice of the termination to Vendor specifying the effective date of the termination.

9. TERMINATION FOR LACK OF FUNDING OR AUTHORITY

State may terminate this agreement effective upon delivery of written notice to Vendor or on any later date stated in the notice, if:

- 1) Funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or for the indicated term. The agreement may be modified by mutual consent of the parties in writing to accommodate a reduction in funds.
- 2) Federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.
- 3) Any license, permit, or certificate required by law or rule, or by this agreement, is for any reason denied, revoked, suspended, or not renewed.

Any termination of this agreement under this section is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

10. INDEMNITY

Vendor agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers and employees (State), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by Vendor to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Vendor also agrees to defend, indemnify, and hold the State harmless for all costs, expenses and attorneys' fees incurred if the State prevails in an action against Vendor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

11. INSURANCE

Vendor shall secure and keep in force during the term of this agreement and Vendor shall require all subcontractors, prior to commencement of an agreement between Vendor and the subcontractor, to secure and keep in force during the

- g) the insolvency or bankruptcy of the insured Vendor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Vendor from meeting the retention limit under the policy.
- 6) The Vendor shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this agreement. All endorsements shall be provided as soon as practicable.
- 7) Failure to provide insurance as required in this agreement is a material breach of contract entitling the State to terminate this agreement immediately.

12. ACCESS TO BOOKS AND RECORDS

Vendor shall provide State, the federal government, and their duly authorized representatives access to the books, documents, papers, and records of Vendor which are pertinent to the services provided under this agreement for the purpose of making an audit or examination, or for making excerpts and transcripts. This documentation must be available for a period of three years from the date of submission of the final expenditures report.

13. NOTICE

Any notice or other communication required under this agreement must be given by registered or certified mail and is complete on the date mailed when addressed to the parties at the following addresses:

Mental Health America of
North Dakota
P.O. Box 4106
Bismarck, ND 58502-4106

OR

ND Department of Human Services
Economic Assistance Policy Division
600 E. Boulevard Avenue, Dept. 325
Bismarck, ND 58505-0250

Notice provided under this provision does not meet the notice requirements in N.D.C.C. § 32-12.2-04(1).

14. INTEGRATION, MODIFICATION, AND SEVERABILITY

This agreement constitutes the entire agreement between Vendor and State. No alteration, amendment, or modification of this agreement is effective unless it is reduced to writing, signed by the parties, and attached to the agreement. If any term of this agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the agreement does not contain the illegal or unenforceable term.

15. COLLATERAL CONTRACTS

If any inconsistency exists between this agreement and other provisions of collateral contractual agreements which are made a part of this agreement by reference or otherwise, the provisions of this agreement control.

21. ATTORNEY FEES

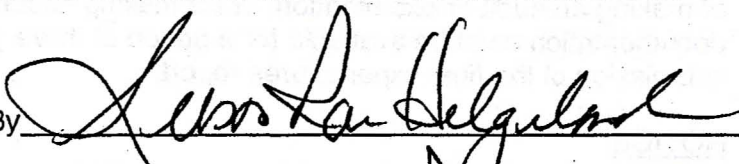
If a lawsuit is filed by State to obtain performance due under this agreement, and State is the prevailing party, Vendor shall pay State's reasonable attorney fees and costs in connection with the lawsuit except when prohibited by N.D.C.C. § 28-26-04.

22. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

State does not agree to binding arbitration, mediation, or any other form of mandatory alternative dispute resolution. The parties may enforce their rights and remedies in judicial proceedings. State does not waive any right to a jury trial.

Dated this 1st day of July, 2007.

MENTAL HEALTH AMERICA OF NORTH DAKOTA


By 
Its Executive Director
{TITLE}

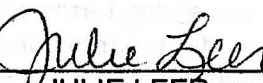
45-0276836

Vendor's Federal Taxpayer Identification Number

STATE OF NORTH DAKOTA

NORTH DAKOTA DEPARTMENT OF HUMAN SERVICES

By  09.17.07
BLAINE NORDWALL, DIRECTOR
ECONOMIC ASSISTANCE POLICY DIVISION

By 
JULIE LEER
CONTRACT OFFICER
Approved for form and content

VOCA

VICTIMS OF CRIME ACT GRANT

AGREEMENT TO PROVIDE ASSISTANCE

WHEREAS, providing services to victims of crime is a goal to ND Division of Parole/Probation and Mental Health Association in North Dakota
and

WHEREAS, certain Federal Victims of Crime Act Funds are available through the ND Division of Parole/Probation to provide such services in the areas served by the Mental Health Association in North Dakota

NOW, THEREFORE, the ND Division of Parole/Probation, hereinafter referred to as the Division, and Mental Health Association in North Dakota

hereinafter referred to as the Provider, enter into the following:

AGREEMENT

- I. EFFECTIVE DATE. The agreement shall be in effect beginning July 1, 2006 and continuing through June 30, 2007.
- II. SCOPE OF SERVICE. The Provider agrees that 100% of the federal funds received under this grant shall be used for direct services to crime victims or other activities authorized as allowable activities under current VOCA guidelines; the Provider further agrees that funds will be used only as proposed in the grant application approved by the state.
- III. COMPENSATION. The Division will provide \$ 17,000 toward the total costs incurred by the project. Requests for reimbursement payments will be processed monthly and payments will be made contingent upon the receipt of required expenditure reports.

VIII. RETENTION OF RECORDS. The Provider agrees to maintain access to financial records for a period of three years following either the expiration of this agreement or until audit questions are resolved. Retention of client records shall be for a period of not less than six years following the close of the client's case.

The Provider agrees that all non-confidential records will be made available to any state (or federal) representative of the VOCA Program upon request. The Provider further agrees that records will be kept to assure fiscal control, proper management, and efficient distribution of federal funds.

IX. CHANGES. If the Provider or the Division wishes to change this Agreement, such change, provided it is mutually agreed to, shall be effective when incorporated by written amendment to the Agreement. No oral understanding or agreement shall be binding on the parties hereto.

X. AUTHORITY TO CONTRACT. The Provider shall not have the authority to contract for or on behalf of, or incur obligations on behalf of the Division.

XI. SUBCONTRACTS. Any subcontract under this Agreement shall contain as a minimum the same requirements as this contract and is subject to prior approval by the Division.

XII. INDEPENDENT CONTRACTOR. It is agreed by the parties hereto that the Provider in performing the duties under this Agreement is functioning as an independent contractor and the arrangements between the parties hereto in no way shall be construed as giving to an employer/employee relationship.

XIII. COPYRIGHT. The Division maintains an exclusive right to copy or reproduce any materials created or produced as part of this agreement.

XIV. PERSONNEL. All parties to this agreement shall comply with the provisions of Title VI of the Civil Rights Act of 1964 to the end that no person, shall on the grounds of

prepared by the Provider shall, at the option of the Division, become the property of the Division and the Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other material. This agreement may be canceled or terminated by mutual consent, by default, or by conditions beyond the control of either party. The party desiring to terminate or cancel must give written notice of its intention fifteen (15) days prior to the date of cancellation setting forth the reasons and conditions of said termination. In case of termination (partial or complete), payments to the Provider or recovery of funds by the Division shall be in accordance with the legal rights and liabilities of both parties.

XIX. ACCEPTANCE. The parties of this Agreement are aware of all conditions contained herein and of any conditions contained in any documents referred to in the agreement and do hereby agree to maintain responsibilities under this Agreement.

APPROVED:

SUB-GRANTEE

GRANTOR

By: 

Title: Executive Director

Date: June 20, 2006

By: 

Title: VOCA Administrator

Date: 6/20/06

Grant Award No. 07-491	CFDA No. 93.110	North Dakota Department of Health 600 East Boulevard Ave-Dept. 301 Bismarck, ND 58505-0200 NOTICE OF GRANT AWARD
Budget Period		
From: January 24, 2007	Through: June 30, 2007	

Title of Project/Program: State Maternal & Child Health Early Childhood Comprehensive Systems Grant Program (SECCS) **Health Dept. Grant Code:** 4541 H0257 01

Grantee Name and Address: Mental Health Association of North Dakota (MHAND) 1051 East Interstate Avenue Bismarck, ND 58502 Contact Name: Susan Helgeland Telephone: 701.391.8824	North Dakota Department of Health Program Director: Becky Bailey North Dakota Department of Health 600 E. Boulevard Ave. - Dept. 301 Bismarck, ND 58505-0200 Telephone: 701.328.4526
--	--

Financial Information	Health Dept. Share	Grantee Share Required	Total Project Costs
Amount of Financial Assistance	\$3,000	\$0	\$3,000
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded to Date	\$3,000	\$0	\$3,000

All Grant Award payments are processed upon receipt of expenditure reports unless otherwise specified in Special Conditions.

Scope of Service: The grantee will provide free and confidential information, referral, and crisis management services for mental health statewide through the 2-1-1 project. The 2-1-1 project connects people from across North Dakota with important community services. MHAND will provide these services to the citizens of North Dakota through telephone and online delivery.

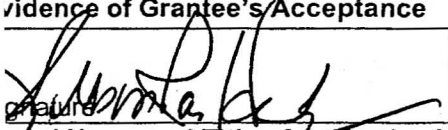
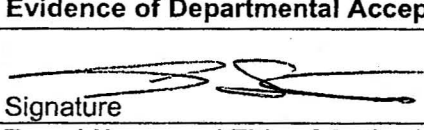
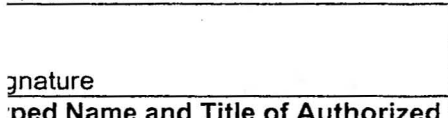
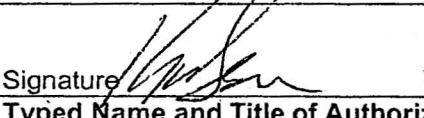
Reporting Requirements: The grantee will provide an interim report to the ECCS Program Manager by April 15, 2007 and an annual report by June 1, 2007. Expenditure report for the period ending June 30, 2007 must be received by July 15, 2007. Reimbursement will be processed upon approval of interim report, annual report and expenditure reports.

Special Conditions:

Remarks:
 All other terms and conditions remain the same.

This award is subject to the terms and conditions incorporated either directly or by reference in the following:
 (1) Requirements for Grant Awards issued by ND Dept. of Health signed by Grantee (2) applicable Federal and State regulations

This contract is not effective until fully executed by both parties.

Evidence of Grantee's Acceptance		Evidence of Departmental Acceptance	
 Signature Typed Name and Title of Authorized Representative Susan Rae Helgeland Executive Director, MHAND	Date 1-24-07	 Signature Typed Name and Title of Authorized Representative Arvy Smith, Deputy State Health Officer	Date 2/1/07
 Signature Typed Name and Title of Authorized Representative Kim Senn, Director Division of Family Health	Date 1-29-07	 Signature Typed Name and Title of Authorized Representative Arvy Smith, Deputy State Health Officer	Date 1-29-07