

III. Evaluation, Reporting, and Information Requirements

- A. The Contractor agrees to furnish the County with additional programmatic and financial information it reasonably requires for effective monitoring of services. Such information shall be furnished within a reasonable period, set by the County, of request.
- B. The Contractor agrees to furnish the County with a program evaluation as determined by the County's Program Evaluation Office. The report will be designed with technical assistance from the Program Evaluation Office and shall be based on client outcomes of services provided, in relation to the goals and objectives in the client's Individual Service Plan.
- C. The Contractor agrees to inform the County of changes in the following within five (5) days after occurrence:
 - 1. Licensure status and/or any reported threat to suspend or revoke licensure status.
 - 2. Board of Director membership, partners, chief operating officers, etc.
 - 3. Ownership
 - 4. Organizational structure
 - 5. Any allegations and/or investigation by a governmental agency of fraud or criminal wrong doing.
- D. Pursuant to Section M.S. 16C.05, Subdivision 5, the Contractor agrees to maintain books, records, documents, and other evidence and accounting procedures and practices that sufficiently reflect all direct and indirect costs of any nature incurred in the performance of this Agreement. These books, records, documents, and accounting procedures and practices relevant to the Agreement shall be subject at all reasonable times to inspection, review, or audit on-site by personnel of the County, personnel authorized by the County, and either the Legislative Auditor or the State Auditor, as appropriate. The Contractor agrees to maintain financial records at **(name and address xxx)**, for six (6) years after the last date of service under this Agreement, provided that the County may, by furnishing written notice during the term, require continued retention of records to allow completion of an audit by the County or its ultimate funding source.
- E. The County or its designee may duplicate, use, and disclose in any manner consistent with the provisions of the Data Privacy clause in this Agreement, all data delivered under this Agreement.
- F. The County may evaluate the performance of the Contractor in regard to the provisions of this Agreement prior to its termination or within three (3) years thereafter. The County reserves the right to authorize independent evaluations under this paragraph.
- G. The Contractor shall comply with the County audit policy as specified below:
 - Not applicable.

- Provide an annual certified audit within 180 days of the end of the Contractor's fiscal year, including the management letter if the audit has a qualified opinion. The Contractor's fiscal year begins **N/A or date** and ends **N/A or date**.

If applicable, the Contractor shall comply with the Single Audit Act of 1984 (Public Law 98-502).

IV. Statutory Organization Requirements, Standards, Licenses

- A. The Contractor agrees to comply with all federal, state, county and local laws, regulations, ordinances, rules, and certifications as pertaining to the facilities, programs and staff for which the Contractor in the performance of its obligations under the Agreement is responsible during the term of this Agreement. This will include, but not be limited to, current health, fire marshal, and program licenses, meeting zoning standards, certification of staff when required, and all other applicable laws, regulations, ordinances, rules, and certifications which are effective, or will become effective, during the period of this Agreement. Further, the Contractor agrees to the following:
 - 1. During the term of this Agreement, the Contractor agrees to comply with all applicable state licensing standards, all applicable accrediting standards, and any other standards or criteria established by the County to assure quality service.
 - a. The Contractor represents that it and its employees will remain qualified and licensed to provide the Purchased Services in accordance with the applicable provisions of Minnesota Rules, Minnesota Statutes, federally approved Minnesota state waiver plans, and this Agreement.
 - b. The Contractor agrees to inform the County of the following related to it or its employees immediately upon:
 - 1) Any changes in licensure status and/or any reported warning to suspend or revoke licensure status.
 - 2) Any allegations and/or investigation by a government agency of fraud or criminal wrongdoing.
 - 3) Any federal exclusion of an individual or entity of this Agreement, or any conviction that could result in a federal exclusion.
 - 2. The Contractor agrees to maintain at all times during the term of this Agreement, 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 study for evidence of maltreatment of adults or minors substantiated as required under Minnesota Statutes, Chapter 245A and Minnesota Statutes, section 626.556.

3. Failure to meet such standards may be cause for cancellation of this Agreement. Notwithstanding any other provision of this Agreement, such cancellation may be effective as of the date of such failure.
4. Loss of any applicable state license by the Contractor shall be cause for cancellation of this Agreement. Notwithstanding any other provision of this Agreement, such cancellation shall be effective as of the date of such loss.
5. If the County has reason to believe that the health, safety, or well-being of a person receiving services may be endangered by actions of the Contractor, its agent and/or employees, the County may require that the Contractor immediately terminate providing services to the person. The County may also remove the person from the care of the Contractor. These actions may be taken immediately and may continue for such a period as is reasonably necessary for the County to determine that the safety and well-being of the person or of other persons in Contractor's care have been assured. If it is determined that the safety and well-being of the person will remain in jeopardy, the County may immediately terminate this Agreement.

V. Equal Employment Opportunity and Civil Rights

- A. The Contractor agrees that no person shall, on the grounds of race, color, religion, age, sex, sexual orientation, disability, marital status, public assistance status, criminal record (subject to the exceptions contained in M.S. 299C.67 to 299C.71 and M.S. 144.057), 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 program, service, or activity under the provisions of any and all applicable federal and state laws against discrimination, including the Civil Rights Act of 1964. The Contractor will furnish all information and reports required by the County or by Executive Order No. 11246 as amended, and by the rules and regulations and orders of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. The Contractor shall comply with any applicable licensing requirements of the Minnesota Department of Human Services in employment of personnel.
- B. The Contractor agrees that no qualified individual with a disability as defined by the Americans with Disabilities Act, 42 U.S.C. Sections 12101-12213 or qualified handicapped person, as defined by United States Department of Health and Human Services regulations, Title 45 Part 84.3 (j) and (k) which implements Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794, under Executive Order No. 11914 (41FR17871, April 28, 1976) shall be:
 1. Denied access to or opportunity to participate in or receive benefits from any service offered by the Contractor under the terms and provisions of this Agreement; nor
 2. Subject to discrimination in employment under any program or activity related to the services provided by the Contractor.

- C. If it is discovered that the Contractor is not in compliance with applicable regulations as warranted, or if the Contractor engages in any discriminatory practices, as described in Paragraphs A, B, and D of this article, then the County may cancel said Agreement as provided by the cancellation clause of this Agreement.
- D. **Non-Violent Workplace:** The Contractor shall make all reasonable efforts to ensure that Contractor's employees, officials and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined by the Ramsey County Workplace Violence Policy, is any action that is the use of physical force, harassment, or intimidation or abuse of power or authority where the impact is to control by causing pain, fear or hurt.

VI. Fair Hearing and Grievance Procedure

- A. The Contractor agrees that a fair hearing and grievance procedure will be established in conformance with, and in conjunction with those established, developed, and provided by the Minnesota Department of Human Services.

VII. Bonding, Indemnity, and Insurance

- A. **Insurance:** The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under the Agreement, whether such operations are by the Contractor, subcontractor, anyone directly employed by them, or by anyone for whose acts the Contractor may be liable.
- B. The Contractor shall secure the following coverage and comply with all provisions noted. Certificates of Insurance shall be issued evidencing such coverage to the County. If the Contractor is self-funded for such coverage, documentation evidencing such coverage shall be submitted to and approved by the County Attorney's Office prior to work commencing under this Agreement.

- 1. Commercial General Liability Insurance:

Minimum Limits:

- \$1,500,000 - per occurrence
- \$2,000,000 - general aggregate
- \$2,000,000 - products/completed operations total limit
- \$1,000,000 - personal injury and advertising liability

All policies are to be written on an occurrence basis using Insurance Service Office (ISO) form CG 00 01 07 98 or its equivalent. Ramsey County, its officials and employees shall be listed as additional insured; on a primary basis with respect to operations of the Contractor, using ISO endorsement CG 20 26 or its equivalent.

2. Automobile Insurance:
Coverage shall be provided for hired, non-owned and owned.
Minimum Limit: \$1,000,000 combined single limit

3. Workers' Compensation and Employers' Liability:
Workers' Compensation benefits shall be per Minnesota Statute
Employer's Liability shall be: \$100,000/\$500,000/\$100,000

4. Professional Liability Coverage:
Minimum Limit: \$1,000,000 per claim
Aggregate Limit: \$2,000,000

This policy is to be written as acceptable to the County Attorney's Office. Certificate of Insurance must indicate if the policy is issued on a claims-made or occurrence basis. If coverage is carried on a claims-made basis, then:

- 1) the retroactive date shall be noted on the Certificate and shall be prior to or the day of the inception of this Agreement with the County;
- 2) evidence coverage shall be provided for three years beyond expiration of this Agreement; and
- 3) Ramsey County, its officials, employees shall be added to the policy as an additional insured with respect to the Contractor's operations on behalf of Ramsey County. A separation of insured's endorsement shall be provided to the benefit of the County.

5. Crime and Fidelity Bond: **\$xxxxxx (amount or N/A).**

6. License, as required. The Contractor shall provide copy of such license at the request of the County.

7. All Certificates of Insurance shall provide that the insurance company gives the County thirty (30) days' prior written notice of cancellation, non-renewal and/or any material changes in the policy.

8. The above sub-paragraphs establish minimum insurance requirements, and it is the sole responsibility of the Contractor to purchase and maintain additional insurance that may be necessary in connection with this Agreement.

9. The Contractor shall not commence work until the Contractor has obtained the required insurance and filed an acceptable Certificate of Insurance with the County Attorney's Office. Copies of insurance policies shall be submitted to the County upon request.

10. Nothing in this Agreement shall constitute a waiver by the County of any statutory limits or any exceptions on liability.

11. Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate and shall not be less than an A-.

C. Indemnity: The Contractor agrees to hold harmless and defend the County, its officials, officers, employees, agents, representatives, consumers or invitees against any and all claims, lawsuits, damages arising from or allegedly arising from or related to this Agreement, including but not limited to the Contractor's acts, failure to act or failure to perform its obligations hereunder, and to pay the costs of and/or reimburse the County, its officials, officers, employees, agents, representatives, consumers or invitees for any and all liability, costs, and expenses (including without limitation reasonable attorney's fees) incurred in connection therewith.

VIII. Unavailability of Services

A. The Contractor certifies that the services to be provided under this Agreement are not available without cost to eligible recipients. The Contractor further certifies that payment for purchased services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of service. (If services are being provided by another public agency, the rate of payment shall be adjusted to the actual cost of the service.)

IX. Independent Contractor Status

A. It is agreed that nothing contained in this Agreement is intended, or should be construed as, creating the relationship of co-partners, joint ventures, or an association with the County and the Contractor. The Contractor is an independent Contractor and neither it, its employees, agents, nor representatives shall be considered employees, agents, or representatives of the County. Except as otherwise provided herein, the Contractor shall maintain in all respects its present control over the application of its intake procedures and requirements to clients and the means and personnel by which this Agreement is performed. From any amounts due the Contractor, there will be no deductions for federal income tax or FICA payments, or for any state income tax, or for any other purposes which are associated with an employer-employee relationship, unless required by law. Payment of federal income tax, FICA payments, and state income tax are the responsibility of the Contractor.

X. Data Privacy

A. All data collected, created, received, maintained, or disseminated for any purposes in the course of the Contractor's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. 13.01 *et. seq.*, or any other applicable state statutes, any state rules adopted to implement the Act, as well as

federal regulations on data privacy. The Contractor agrees to abide strictly by these statutes, rules, and regulations as if it were a government entity.

The above wording does not create duty on the part of a private person or organization to provide access to public data to the public if the public data are available from the government entity, except as required by the terms of the contract.

- B. The Contractor designates ~~XXXXXXXXXXXXXXXXXXXX~~ its ~~XXXXXXXXXXXXXXXXXXXX~~ as its Responsible Authority, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as the individual responsible for the collection, maintenance, use, and dissemination of any set of data on individuals, government data, or summary data pursuant to this Agreement.
- C. 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 of 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.

XI. HIPAA Compliance

- A. Contractor agrees to implement and comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA, public law #104-191) and its amendments. Contractor agrees to comply with the Business Associate Provisions as attached to and made a part of this Agreement. Contractor agrees that County may amend these provisions from time to time, as it deems necessary.

XII. Modification of Agreement

- A. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, signed by a representative of the County and the Contractor, and attached to the original of this Agreement.

XIII. Conditions of the Parties' Obligations

- A. It is understood and agreed that in the event the reimbursement 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 thereupon be immediately canceled, other provisions of this Agreement notwithstanding; provided that any cancellations of this Agreement shall be without prejudice to any obligations or liabilities of the parties already accrued prior to such cancellation.
- B. It is understood and agreed that in the event sufficient funding is not appropriated or allocated by the County within the appropriate account of the **(year or N/A)**

Ramsey County line item budget to fulfill this Agreement, the obligations of each party to provide services after **(date or N/A)**, and/or payments for services rendered after said date shall terminate. This provision is applicable only to Agreements that overlap calendar years and may be effective for more than one budgetary period of the County.

- C. In the event that there is a revision of federal or state regulations or laws which might make this Agreement or any portion thereof ineligible for federal or state financial participation, all parties will review the Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new federal or state regulations or laws. Refusal to renegotiate in order to bring this Agreement into compliance shall be cause for termination of this Agreement as of the date when this Agreement is ineligible for federal or state financial participation.
- D. When required, the Contractor will assist the County with proper documentation for completing forms and reports in compliance with the regulations of all state and federal agencies, including, but not limited to, the Minnesota Department of Human Services, Social Security Administration, National Institute on Mental Health, and any regulatory agency acting under aegis of the United States Department of Health and Human Services and other public sources of financial assistance.

XIV. Subcontracting Limitations and Assignments

- A. The Contractor shall neither enter into subcontracts for performance of any of the purchased services contemplated under this Agreement, nor assign this Agreement, without prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The Contractor shall be responsible for the performance of all subcontractors.

XV. Default

- A. Neither party hereto shall be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, epidemic, strikes, acts of God, or the public enemy, unusually severe weather, legal acts of the public authorities, or delays or defaults caused by public carriers, 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 County of any of the following conditions or other circumstances warranting cancellation of this Agreement, shall have ten (10) days (or such longer period as the County may authorize in writing) after receipt of notice from the County 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; or

3. If the Contractor fails to perform any of the other provisions of this Agreement, including, but not limited to, a failure to cooperate with any evaluation procedure which may be required, 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 that purported to exist by the terms of this Agreement and all exhibits and documents attached hereto and incorporated by reference.

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 or 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.

XVI. Cancellation and Finalization

- A. This Agreement, or portion thereof, may be canceled by either party at any time, with or without cause, upon thirty (30) days' written notice, delivered by mail, or in person, subject to the requirements of the Contractor as specified in Article VI (A).
- B. After receipt of a notice of cancellation, and except as otherwise directed, the Contractor shall:
 1. Discontinue provision of purchased services under this Agreement on the date, and to the extent specified, in the notice of cancellation.
 2. Cancel all orders and subcontracts to the extent that they relate to the performance of purchased services canceled by the notice of cancellation.
 3. Settle all outstanding liabilities and all claims arising out of such cancellation of orders and subcontracts, with the approval or ratification of the County to the extent that may be required, which approval or ratification shall be final for all the purposes of this clause.
 4. Complete performance of such purchased services as shall not have been canceled by the notice of cancellation.

5. Submit a revenue and expense statement for the performance of purchased services prior to the effective date of cancellation within thirty (30) days of said date.
6. Maintain all records relating to performance of the canceled portion of the Agreement, as may be required by the County.
7. Notify all eligible recipients of the cancellation of this Agreement.
8. Cancellation, termination, or expiration of this Agreement shall not discharge any liability, responsibility, or right of any party that arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination.

XVII. Third Party Beneficiary

- A. The County may notify the Contractor of a health plan or health plans which shall be considered third party beneficiaries of this Agreement with respect to the services to be provided by the Contractor pursuant to this Agreement.
- B. The Contractor shall provide services to the third party beneficiary health plans and their recipient clients to the same extent as this Agreement requires services to be provided to the County and its recipient clients.
- C. Payment for services provided by the Contractor to health plan recipient clients shall be the same as otherwise required by this Agreement.
- D. The County may terminate the designation of a health plan as a third party beneficiary of this Agreement by notifying the health plan and the Contractor in writing of the effective date of the health plan's termination.

Except as provided in Paragraphs A-D immediately above, this Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person or entity other than the Minnesota Department of Human Services will have any rights, interest, or claim hereunder or be entitled to any benefits under or on account of this Agreement, whether as a third party beneficiary or otherwise. Any approved subcontractors must agree to this provision.

XVIII. Lead County Contract

- A. This Agreement may be accessed as a Lead County Contract by local public agencies operating under applicable law and rules of the Minnesota Department of Human services. This Agreement may also be accessed by health plans operating pursuant to authorization of the State. All local public agencies and health plans that purchase services from Contractor shall abide by the terms of this Agreement. Such local public agencies and health plans shall be financially responsible under the terms of this Agreement for those clients they refer to Contractor for services. The County shall monitor the terms of this Agreement and shall make available, upon request of other local public agencies and health plans, copies of this Agreement.

XIX. Extension Clause

A. The parties further understand and agree that this Agreement shall be automatically extended for an additional period up to 90 days from the end date of this Agreement in the event a new Agreement between the parties is desired, but not entered into, prior to the expiration date contained in this Agreement. The purpose of this extension is to ensure the existence of an uninterrupted Agreement in the event that a new Agreement is desired but is unable to be signed by the parties prior to the expiration date of this Agreement. In the event that this Agreement is extended pursuant to this clause, any change in fees contained in the subsequent Agreement may be made retroactive to the expiration date of this Agreement, by mutual agreement of the parties.

XX. Merger

A. It is understood and agreed that the entire Agreement between the parties is contained herein including all addendums, amendments, and attachments which are incorporated herein and made a part of this Agreement, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and any County Human Services Department(s) relating to the subject matter hereof. 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 have executed this Agreement

this _____ day of _____ 20_____.

RAMSEY COUNTY

Insert: CONTRACTOR NAME

Julie Kleinschmidt, County Manager

By: _____

Date: _____

Print Name: _____

Its: _____

Date: _____

Approval recommended:

Monty Martin, Director

Approved as to form and insurance:

Assistant County Attorney