

HUMAN SERVICES AND PUBLIC HEALTH DEPARTMENT PROVIDER AGREEMENT

This Agreement made and entered into by and between the COUNTY OF HENNEPIN, STATE OF MINNESOTA ("COUNTY"), on behalf of the Hennepin County Human Services and Public Health Department, A-2300 Government Center, Minneapolis, Minnesota 55487 ("DEPARTMENT"), and Ebyan Adult Day Center, LLC, 1810 Riverside Avenue, Minneapolis, Minnesota 55454 ("PROVIDER").

RECITALS

Pursuant to the Vulnerable Children and Adults Act, Minnesota Statutes, Section 256M.01 to 256M.80 as now in force or as hereafter enacted, COUNTY has identified a certain population within Hennepin County who are in need of Adult Day Care Services; and

COUNTY funds are available for the purchase of Adult Day Care Services; and

PROVIDER will best serve the needs of the identified client population by furnishing services on a unit rate basis; and

COUNTY wishes to purchase such services from PROVIDER; and

PROVIDER is qualified to furnish said services.

The parties therefore agree as follows:

1. TERM OF AGREEMENT

The term of the Agreement shall be from November 1, 2014 through October 31, 2018.

2. DESCRIPTION OF SERVICES

- a. PROVIDER will provide services as described in EXHIBIT A: CONTRACTED SERVICES. EXHIBIT A is incorporated into and made part of this Agreement. These services shall be referred to as "Contracted Services." Contracted Services are provided to Eligible Recipients as defined by Clause 6 of this Agreement.

PROVIDER must possess all of the core competencies, licensures, registrations, and certifications for each service they provide. COUNTY will provide no reimbursement for and could hold providers liable for any services they provide before they possess the necessary core competencies, licensures, registrations and certifications that are required before they provide services to any Eligible Recipient.

- b. The Contracted Services are briefly described in the following summary:

Adult Day Care Services are for adults with developmental disability or related condition(s) for planned program of activities designed to meet their health and social needs.

- c. Contracted Services shall be provided at 1810 Riverside Avenue, Minneapolis, Minnesota 55454 and at other community locations.

3. COST OF THE AGREEMENT

- a. This is a unit rate agreement. Actual total payments will equal the number of units of service provided to Eligible Recipients paid for at the contracted rate as listed in EXHIBIT B: FINANCIAL INFORMATION.

- b. COUNTY does not guarantee to purchase any minimum amount of services nor make any minimum number of referrals under this Agreement.
- c. PROVIDER is responsible for managing the number of client referrals they accept under this Agreement.

4. PAYMENT FOR SERVICES

- a. In order to maintain the highest level of the provision of services as described in EXHIBIT A, services shall be furnished and payment shall be made in the following manner:
 - (1) No advance payments will be made under this Agreement.
 - (2) The applicable unit rates for Contracted Services provided under this Agreement are listed in EXHIBIT B: FINANCIAL INFORMATION. EXHIBIT B is incorporated into and made a part of this Agreement.
 - (3) If during the term of this Agreement, federal or state law, regulation, rule or a bulletin of the Minnesota Department of Human Services, approves a rate increase, requires a rate decrease or makes any other changes to the reimbursement rates for any service included in this Agreement, the new rate shall be in effect under this Agreement subject to approval by COUNTY and contingent upon the availability of funding. In the event of a federal or state mandated rate change, or a rate increase, decrease or other change initiated by COUNTY, COUNTY will send PROVIDER written confirmation of the new rate. PROVIDER agrees to abide by any conditions upon the use of increased funds that may be established by law or direction from the State of Minnesota, Department of Human Services or COUNTY. Any interpretation pertaining to eligibility for a rate change as well as the exact amount of the rate change shall be subject to applicable law, rule, or regulation and shall be consistent with guidelines developed by the State of Minnesota and COUNTY.
- b. If reviews by COUNTY of PROVIDER's financial statements show that a rate is being paid which is higher than reasonable or necessary, the parties agree to amend this Agreement to establish an appropriate rate. PROVIDER may submit requests to amend this Agreement to adjust the rate upward and COUNTY agrees to consider such requests.
- c. If COUNTY discovers through audit or other means that PROVIDER has supplied incorrect information to COUNTY which has caused a rate either to be established or continued which is higher than that reasonable and necessary for the Contracted Services, COUNTY may adjust total payments to PROVIDER to an amount which is based on a rate which is reasonable as determined by COUNTY.
- d. COUNTY may withhold from any payment due to PROVIDER, any amount which has been determined, in accordance with the terms of the contract, to be due and owing COUNTY. This withholding shall include, at least, amounts owed COUNTY, due to overpayment or as the result of an audit, from any contract between PROVIDER and COUNTY.

5. METHOD OF PAYMENT

- a. In the event that Contracted Services provided to Eligible Recipients may be reimbursed by private health insurance, Title XIX-Medical Assistance, Minnesota Care, or General Assistance Medical Care, PROVIDER shall bill such third parties.
- b. PROVIDER agrees to notify COUNTY if full or partial payment is received from any source other than this Agreement for any Eligible Recipient also paid for by COUNTY. In such cases,

PROVIDER shall return to COUNTY any duplicate payment by COUNTY for such Eligible Recipients.

- c. PROVIDER shall within thirty (30) calendar days following the last day of each calendar month submit an invoice to COUNTY in a format approved by COUNTY covering Contracted Services rendered to Eligible Recipients during such month. Any invoice received beyond 365 calendar days from date of service may be refused for payment upon the sole discretion of COUNTY.
- d. PROVIDER shall not invoice for services under this Agreement without receiving a purchase order or purchase order number supplied by COUNTY. All invoices shall display COUNTY purchase order number and be sent to the central invoice receiving address supplied by COUNTY.
- e. COUNTY will make payment within thirty-five (35) days from receipt of the invoice. If the invoice is incorrect, defective, or otherwise improper, COUNTY will notify PROVIDER within ten (10) working days of receiving the incorrect invoice. Upon receiving the corrected invoice from PROVIDER, COUNTY will make payment within thirty-five (35) days. In the event that COUNTY withholds payment for failure to provide service or failure to comply with any of the provisions of this Agreement, then no interest penalty shall accrue against COUNTY. If claims are made by PROVIDER that COUNTY did not act in good faith in withholding payments as provided above, then such claims shall be handled as a dispute by the Contract Manager (pursuant to the Dispute Clause of this Agreement). If an audit is required by COUNTY before an invoice is accepted for payment, then the standard payment period of thirty-five (35) days shall not commence until the audit is completed by COUNTY.
- f. The county of financial responsibility shall be determined by COUNTY pursuant to the provisions of Minnesota Statutes, Chapter 256G.
- g. In all cases where COUNTY is not the county of financial responsibility, a separate invoice must be prepared for each other county paying for an Eligible Recipient. PROVIDER shall forward the invoice directly to the county of financial responsibility for payment. The county of financial responsibility shall make payment directly to PROVIDER.
- h. The parties understand and agree that PROVIDER will have sole responsibility for the collection of other fees or revenue. Further, that COUNTY shall accept no responsibility for the collection or subsidization of bad debts related to other revenue for Contracted Services.
- i. Failure to comply with the provisions of this Agreement shall be just cause for delaying payment until PROVIDER is in compliance. In the event of a decision to withhold payments, COUNTY shall furnish prior written notice to PROVIDER.
- j. PROVIDER will bill only for actual services delivered.
- k. PROVIDER will not charge a program service fee to Eligible Recipients.

6. ELIGIBILITY FOR SERVICE

- a. Eligibility for services shall be determined by DEPARTMENT. Contracted Services shall be provided only to those individuals who have been specifically approved and authorized in writing by a COUNTY authorized representative. The approval will reflect both programmatic and financial consideration. Such individuals receiving services are referred to as "Eligible Recipients".
- b. In all cases where COUNTY is not the county of financial responsibility, PROVIDER is responsible to obtain approval for service and payment directly from the financially responsible county or from other payment sources. COUNTY assumes no financial responsibility to

PROVIDER for Contracted Services provided to anyone who is determined not to be the financial responsibility of COUNTY.

7. ADDITIONAL UNDERSTANDINGS, paragraph a., shall be added:

a. Criminal History/Background and Driver's License Investigations and Misconduct

- (1) PROVIDER's decisions regarding the assignment of PROVIDER's employees, volunteers and sub-contractors to perform contract requirements shall be based on careful consideration of the contract work, performance standards and responsibilities required of PROVIDER by this Agreement. In respect to employees', volunteers' and sub-contractors' criminal records, PROVIDER must comply with the guidelines of Minnesota Statutes Chapter 364 as if PROVIDER were a government entity. PROVIDER understands and agrees that the statute's application to its employee, volunteer, and sub-contractor assignment decisions required hereunder in no manner impinges upon PROVIDER's independent contractor status regarding this Agreement.
- (2) Prior to PROVIDER's assignment of any person to perform contract requirements under this Agreement, PROVIDER agrees to conduct a criminal history/background investigation on each employee, volunteer, and sub-contractor that currently provides or will be providing direct service under this Agreement. The criminal history/background investigation on each employee, volunteer, and subcontractor must be completed within 30 days of the effective date of this Agreement. In addition, if PROVIDER provides transportation services for clients pursuant to this Agreement, PROVIDER must annually check the driver's license status of any employee, volunteer, or subcontractor providing transportation of clients to ensure that each such employee, volunteer, and/or subcontractor has a valid driver's license. The cost of each investigation shall be at PROVIDER's expense and a copy of each investigation, including criminal and driver's license record, shall be promptly provided to DEPARTMENT upon DEPARTMENT's request. COUNTY has the discretion to perform a COUNTY criminal background and driver's license record check on any or all employee, volunteer or sub-contractor candidates. PROVIDER agrees to cooperate in obtaining authorizations from the candidate if COUNTY chooses to perform criminal background and driver's license record checks. If the results of any investigation reveals that any employee, volunteer, or sub-contractor has been convicted of a crime(s), or lacks a valid driver's license, which directly relates to the services to be rendered pursuant to this Agreement, DEPARTMENT reserves the right to refuse to allow PROVIDER to assign said employee, volunteer, or sub-contractor to provide services under this Agreement unless sufficient evidence of rehabilitation pursuant to the provisions of Minnesota Statutes, section 364.03 is provided. In the event DEPARTMENT finds reasonable objection to PROVIDER's employee(s), volunteer(s), or sub-contractor(s) and insufficient evidence of rehabilitation is provided, PROVIDER shall promptly furnish to DEPARTMENT the criminal and driver's license records, if any, of a substitute employee, volunteer, or sub-contractor.
- (3) Failure to provide information necessary for compliance with this provision or refusal of PROVIDER to conduct said investigations or submit to said investigations, shall be considered a breach of contract and will result in the immediate termination of this Agreement and DEPARTMENT may exercise any and all remedies it may have available to redress said breach.
- (4) The policy for notifying DEPARTMENT of Employee Misconduct is as follows:
 - (a) PROVIDER shall comply with the provisions of applicable state and federal laws, rules, regulations, and local ordinances including, but not limited to, the Maltreatment of Minors Reporting Act, beginning with Minnesota Statutes, section 626.556.

- (b) PROVIDER shall notify the DEPARTMENT Contract Manager of any and all alleged misconduct committed by or on behalf of any of its employees, subcontracted personnel, or volunteers within 24 hours of notification of alleged misconduct.
- (c) PROVIDER shall review and consider all relevant information immediately available and make a determination as to the subject's imminent risk of harm to persons served by the agency programs. PROVIDER shall consider such factors as: the recency and severity of the alleged misconduct, the vulnerability of the victim of the alleged misconduct, and the similarity of the alleged victim to the persons served by PROVIDER's programs.
- (d) PROVIDER shall immediately remove suspected employee, contracted personnel, or volunteer from direct client contact and access to client records upon notification of alleged misconduct. The individual shall have no contact with persons served by PROVIDER's programs pending a full and complete investigation of the alleged misconduct by PROVIDER and/or the appropriate federal, state, or local authority, including but not limited to law enforcement and/or regulatory agencies.
- (e) PROVIDER shall confer and cooperate with COUNTY to investigate and/or remediate any potential damages suffered by COUNTY clients.
- (f) Definitions:
 - (i) Misconduct includes but is not limited to violations of federal or state laws, rules, regulations and local ordinances including federal and state criminal statutes, and conduct posing an imminent risk of harm to persons served by PROVIDER's programs.
 - (ii) An individual poses an imminent risk of harm to persons served by PROVIDER's programs where the individual has direct client contact and there is a nexus between the alleged misconduct and the individual's job description and/or there is a similarity between the alleged victim of the alleged misconduct and the persons served by PROVIDER's programs.

(This is the end of contract clauses 1 through 7. Contract clause 8 begins on page number S1.)

8. RECORDS, REPORTS, AUDIT AND MONITORING PROCEDURES**a. Records****(1) PROVIDER agrees to maintain the following records:**

- (a) Financial records through an accounting system which sufficiently and properly reflects all revenue received and all direct and indirect costs of any nature incurred in the performance of this Agreement as determined by COUNTY. All financial transactions must have original supporting documentation.
- (b) Performance, program and service delivery records, as required by COUNTY and by the Minnesota Department of Human Services. Such records may include, but not be limited to: individual eligible recipient case files and program plans; demographic information; enrollment, attendance, and/or utilization information; and information about the type and amount of services provided, such as output and outcome information. Performance records shall be consistent with the performance measures contained in Exhibit A of this Agreement.
- (c) An Accounting Policy and Procedure Manual as part of a sound financial accounting system.

(2) PROVIDER agrees to maintain all program and financial records during the term of the Agreement and for six (6) years after its termination, cancellation or expiration for audit purposes. However, if COUNTY furnishes written notice during this period requesting retention of records to allow completion of an audit by COUNTY or its ultimate sources of funds, PROVIDER shall retain records for the period requested.**b. Reports and Information Requirements****(1) PROVIDER agrees to submit the following reports:**

- (a) Annual agency-wide and program-specific Line Item Revenue and Expense Statements and Administrative Allocation Schedule, including methodology used, within thirty (30) days after the end of the reporting period, unless otherwise indicated in writing by COUNTY.
- (b) Performance, program, and service reports as required by COUNTY or the State of Minnesota. Such reports may include: performance information; enrollment, attendance, and/or utilization information; and demographic information. PROVIDER's actual performance achievement will be a factor to be considered in contracting decisions by COUNTY.

(2) COUNTY may duplicate, use, and disclose in any manner consistent with applicable law, and have others do so, all data delivered under this Agreement.**c. Financial Statements/Audit Requirements****(1) Independent Audits**

- (a) COUNTY requires PROVIDER, if a nonprofit organization, to hire a Certified Public Accountant annually for the purpose of an Independent External Audit of PROVIDER's financial statements if the total revenue threshold of \$750,000 is met.
- (b) Any time an independent audit is performed, PROVIDER shall provide to COUNTY a full set of audited financial statements containing all disclosures required by Generally

Accepted Accounting Principles (GAAP) and a copy of the Management Letter (Report on Internal Controls) from the independent auditor within thirty (30) days of completion, but not later than 180 days after the end of PROVIDER's accounting year.

- (c) Providers who meet the threshold of federal expenditures as set forth by the Federal Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Grant Guidance), must submit a copy of their independent financial statement audit report(s) and a "Single Audit", within thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period, whichever occurs first.

(2) Financial Statement Review or Compilation

If PROVIDER does not have an independent audit performed as in Clause 8.c.(1) above and has total receipts arising out of all Hennepin County contracts for the preceding calendar at or exceeding \$200,000, COUNTY requires PROVIDER to hire an external accountant to perform a compilation or review of the financial statements. Compilation or reviews must include Statement of Financial Position, Revenue and Expense Statement, Statement of Cash Flows, and all other disclosures required by GAAP. A copy of the compilation or review must be submitted within thirty (30) days of completion, but not later than 180 days after the end of PROVIDER's accounting year.

(3) Minimal Financial Reporting

If PROVIDER does not have an independent audit performed as in Clause 8.c.(1) above or an external review or compilation as in Clause 8.c.(2) above, COUNTY requires an unaudited financial report containing an agency wide Balance Sheet and Revenue and Expense Statement to be prepared by PROVIDER's internal accountant. These statements must be submitted within ninety (90) days of the end of the PROVIDER's accounting year.

In no instance shall a Balance Sheet and Revenue and Expense Statement prepared as part of PROVIDER's income tax return or IRS Form 990 meet COUNTY's financial reporting requirements.

d. Audit and Monitoring Procedures

- (1) PROVIDER agrees that COUNTY, the Minnesota Department of Human Services, the U.S. Department of Health and Human Services, and the State Auditor or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, shall have access to and the right to audit, examine, copy, excerpt, and transcribe any program and fiscal books, documents, papers, records, etc., and accounting procedures and practices of PROVIDER which are relevant to this Agreement. Such access must be consistent with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, now in force or as hereafter enacted and with Minnesota Statutes Section 16C.05, Subdivision 5. Such materials shall be maintained and such access and rights shall be in force and effect during the period of this Agreement and for six (6) years after its expiration, cancellation, or termination.
- (2) The Contract Manager or other personnel of COUNTY may conduct periodic site visits to determine compliance with this Agreement and evaluate the quality of services purchased under this Agreement. Such visits may be made with or without prior notice at any time within the hours of operation of PROVIDER.
- (3) COUNTY reserves the right to evaluate, and to authorize independent evaluations of the Contracted Services.

9. COMPLIANCE

- a. When required, PROVIDER shall remain licensed by the State of Minnesota during the term of this Agreement. COUNTY will only pay for Contracted Services provided pursuant to such licensing provisions when required.
- b. PROVIDER shall notify the Contract Manager upon receipt of notice of conditional license or license revocation even if notices are under appeal. This is in addition to any other notification requirements.
- c. When licensing is required, loss of the same shall be cause for cancellation/termination of this Agreement effective as of receipt of notice of cancellation/termination, other provisions for cancellation/termination of this Agreement notwithstanding.
- d. PROVIDER shall comply with all applicable federal, state, and local statutes, regulations, rules, ordinances, and Hennepin County policies, now in force or as hereafter enacted. PROVIDER is responsible for regularly monitoring COUNTY's website for updated policies.
- e. PROVIDER certifies that their organization and their staff and their principals are not suspended or debarred, and therefore are not excluded from receiving government funds under Federal OMB Uniform Grant Guidance Compliance Supplement. PROVIDER agrees that it will immediately notify COUNTY, in writing, if it, its organization, staff and/or principals are notified of suspension, debarment, or other proceedings that would affect their ability to receive funds from the State of Minnesota or the federal government.
- f. PROVIDER certifies it will comply with the Single Audit Act and OMB Uniform Grant Guidance, now in force or as subsequently amended, as applicable. All sub-recipients expending \$750,000 or more of federal funds in a fiscal year shall complete financial and compliance audits made in accordance with the Single Audit Act and/or OMB Uniform Grant Guidance, as applicable. Failure to comply with these requirements may result in forfeiture of federal funds.
- g. In the event that Contracted Services are funded through a grant or a funding source other than Hennepin County, PROVIDER shall also comply with all applicable conditions of such grant or funding source.
- h. PROVIDER agrees to comply with applicable State of Minnesota Rules governing social services now in force or as hereafter enacted.
- i. PROVIDER also agrees as follows:
 - (1) Individual Social Service Plan - The amount, frequency, and duration of contracted services will be provided in accordance with the Eligible Recipient's individual social service plan and services shall be directed toward Eligible Recipient's achievement of goals and outcomes.
 - (2) Monitoring and Evaluation - COUNTY will monitor and evaluate Eligible Recipient's achievement of goals and outcomes identified in individual social service plans.
 - (3) Client Fees - In cases where PROVIDER is not prohibited by this Agreement from charging program fees to clients, fees may not be charged to person or families whose adjusted gross income is below the federal poverty level.
 - (4) Lead County Contract - It is understood and agreed that the terms and conditions of this Agreement may be considered a lead county contract, and that such terms and conditions

shall be binding upon all Minnesota counties purchasing services hereunder as well as PROVIDER.

- (5) Discharge and Termination Procedures - PROVIDER shall establish written procedures for discharge or termination of services to an individual client. Such procedures shall be in accordance with applicable laws and regulations, and shall be deemed to be part of this Agreement. Exceptions to this requirement are for services which are limited and transitory in nature.
- (6) Staffing Information - Proof of applicable licensure or certification and documentation of staffing, including job descriptions and professional qualifications of personnel, submitted by PROVIDER and maintained in COUNTY files, are deemed to be part of this Agreement.

10. DATA PRACTICES

- a. PROVIDER, its officers, agents, owners, partners, employees, volunteers and subcontractors agree to abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA) and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality which may include the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and/or the Health Information Technology for Economic and Clinical Health Act (HITECH), adopted as part of the American Recovery and Reinvestment Act of 2009. PROVIDER acknowledges and agrees that trade secret data will be determined pursuant to applicable law and, accordingly, merely labeling data as "trade secret" does not necessarily make it so. If PROVIDER creates, collects, receives, stores, uses, maintains or disseminates data because it performs functions of COUNTY pursuant to this Agreement, then PROVIDER must comply with the requirements of the MGDPA as if it were a government entity, and may be held liable under the MGDPA for noncompliance. PROVIDER agrees to defend, indemnify and hold harmless COUNTY, its officials, officers, agents, employees, and volunteers from any claims resulting from PROVIDER's officers', agents', owners', partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of such protected data. The terms of this paragraph shall survive the expiration, cancellation or termination of this Agreement.
- b. In accordance with Minnesota Statutes, Section 13.46, Subdivision 10 now in force or as hereafter enacted, PROVIDER shall specify a Responsible Authority who shall allow the Responsible Authorities in other components of the welfare system access to data classified as non-public when access is necessary for the administration and management of programs or as authorized or required by state or federal law. PROVIDER shall notify COUNTY of the name of the Responsible Authority which shall be maintained in COUNTY files and deemed to be part of this Agreement.
- c. Providers who have met the criteria to have access to DEPARTMENT owned or managed data systems, including state systems, must comply with DEPARTMENT data practices policies. PROVIDER must meet DEPARTMENT technical operating and security system requirements, ensure a data privacy coordinator is identified for the organization, and ensure all staff accessing DEPARTMENT owned or managed systems complete data practices training as required by COUNTY and sign a Confidentiality and System Usage Agreement on an annual basis. PROVIDER must report within twenty-four (24) hours any suspected or confirmed breaches in client privacy or system security to the DEPARTMENT data practices and privacy official and PROVIDER must notify DEPARTMENT Identity and Access Management immediately when the individual accessing DEPARTMENT's data system leaves the organization or moves to a different position in the organization.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- a. In accordance with COUNTY's policies against discrimination, PROVIDER agrees that it shall not exclude any person from full employment rights nor prohibit participation in or receiving the benefits of, any program, service or activity on the grounds of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, or national origin. No person who is protected by applicable federal or state laws against discrimination shall be subjected to discrimination.
- b. In accordance with Hennepin County Board Resolution, if this Agreement is for a sum over \$100,000 or is one of several current contracts with PROVIDER totaling more than \$100,000 or is amended to exceed \$100,000, then PROVIDER agrees to abide by COUNTY's Non-discrimination and Affirmative Action requirements for COUNTY providers including, but not limited to, the following:
 - (1) Affirmative Action Plan (AAP). PROVIDER shall:
 - (a) Develop an AAP within thirty (30) days after contract execution and submit the Initial Workforce Analysis (CC399), pursuant to b.(2) below, to the Hennepin County Contract Management Services; or
 - (b) Submit evidence of a current approved AAP from another governmental jurisdiction to the Hennepin County Human Services and Public Health Department Contract Management Services, to be approved by the Hennepin County Purchasing/Contracted Services Division (P/CS), and submit an Annual Workforce Report (CC400) (the Initial Workforce Analysis is not required), pursuant to b.(2) below, to P/CS; or
 - (c) Be granted an exemption for one of the following reasons:
 - (i) Contract is for emergency or life safety related purchases;
 - (ii) PROVIDER has no facilities and has no more than one employee operating within the geographical boundaries of Hennepin County;
 - (iii) PROVIDER had an average of thirty (30) or fewer full-time/benefit-earning employees during the twelve (12) months preceding the submission of the bid, request for proposal or execution of contract;
 - (iv) Pursuant to Hennepin County Board policy, the County Administrator or designee granted an exemption.
 - (d) Keep the AAP current and available for review by COUNTY during the term of this Agreement and any extensions. PROVIDER agrees that COUNTY has the right to visit PROVIDER's site(s) for the purpose of determining compliance with these requirements. AAPs must include the following elements:
 - (i) Equal Employment Opportunity (EEO) Policy Statement;
 - (ii) Identification of a person responsible for EEO Coordination;
 - (iii) Harassment policy statement;
 - (iv) Initial Workforce Analysis (Form CC399);
 - (v) Identification of the specific steps PROVIDER will take to achieve or maintain a diverse workforce and ensure non-discrimination;

- (vi) List of recruitment sources; and
 - (vii) A plan for dissemination of PROVIDER's AAP and policy.
- (2) Workforce Analysis/Reports. PROVIDER shall:
- (a) Submit an Initial Workforce Analysis (Form CC399) to Hennepin County Contract Management Services within five (5) business days after contract execution. PROVIDER's Initial Workforce Analysis shall be based on the following criteria:
 - (i) If PROVIDER is located within the local Standard Metropolitan Statistical Area (SMSA) and with more than thirty (30) full-time/benefit earning employees within the local SMSA, PROVIDER shall submit an Initial Workforce Analysis that reflects its local SMSA workforce. The local SMSA is defined as the counties of Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Sherburne, Washington, and Wright in Minnesota and Pierce and St. Croix in Wisconsin.
 - (ii) If PROVIDER is located within the local SMSA and with thirty (30) or fewer full-time/benefit earning employees within the local SMSA, then PROVIDER shall submit an Initial Workforce Analysis that reflects its total workforce.
 - (iii) If PROVIDER is located outside the local SMSA and with more than thirty (30) full-time/benefit earning employees within the local SMSA, then PROVIDER shall submit an Initial Workforce Analysis that reflects its local SMSA workforce.
 - (iv) If PROVIDER is located outside the local SMSA and with thirty (30) or fewer full-time/benefit earning employees within the local SMSA, then PROVIDER shall submit an Initial Workforce Analysis that reflects its total workforce.
 - (b) If a P/CS review of PROVIDER's Initial Workforce Analysis determines there is under-representation of women and/or racial minorities based on local SMSA labor force availability data, PROVIDER shall identify measures to correct the deficiencies. If the deficiencies are not corrected to COUNTY's satisfaction, COUNTY may require PROVIDER to demonstrate that good faith efforts have been made to correct them.
 - (c) At the end of each calendar year, submit an Annual Workforce Report (CC400) to P/CS for review.
- c. PROVIDER agrees to adhere to COUNTY's HIV/AIDS Policy which provides that no employee, applicant, or client shall be subjected to testing, removed from normal and customary status, or deprived of any rights, privileges, or freedoms because of his or her HIV/AIDS status except for clearly stated specific and compelling medical and/or public health reasons. PROVIDER shall establish the necessary policies concerning HIV/AIDS to assure that COUNTY clients in contracted programs and PROVIDER's employees in COUNTY contracted programs are afforded the same treatment with regard to HIV/AIDS as persons directly employed or served by COUNTY.
- d. PROVIDER agrees that all services will be delivered in a manner which is respectful and culturally appropriate to the service recipients. Culturally appropriate is defined as services that are delivered to reflect the unique individual needs of the recipients such as language, racial/ethnic background and social/religious background. PROVIDER agrees to make reasonable efforts to have staff delivering services reflect the diversity of the clients receiving those services and to secure ongoing input from individuals who reflect the non-represented culture.

- e. Where applicable, no 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 USC 704 under Executive Order No. 11914 (4 FR 17871, April 28, 1976) now in force or as hereafter enacted:
 - (1) Shall be denied access to or opportunity to participate in or receive benefits from any service offered by PROVIDER under the provisions of this Agreement, nor
 - (2) Shall be subject to discrimination in employment under any program or activity related in the services furnished by PROVIDER.
- f. Where applicable, no qualified individual with a disability as defined by the Americans with Disabilities Act of 1990, Public Law 101-336, Title I, Section 101(8) now in force or as hereafter enacted, shall be discriminated against by the denial of full and equal enjoyment of the services and facilities, privileges, advantages, or accommodations furnished by PROVIDER as a private entity operating a service as a public accommodation pursuant to the provisions of Title III of the Americans with Disabilities Act, Section 301(7).
- g. PROVIDER guarantees that no funds received under this Agreement shall be used to provide religious training and/or services to any individual receiving Contracted Services.
- h. PROVIDER shall comply with all applicable statutes, regulations, and licensing requirements in the employment of personnel including but not limited to state and federal labor laws. To the extent that any of the provisions of the applicable statutes, regulations, or licensing requirements are inconsistent with any of the provisions of this clause, said statute, regulation, or requirement shall prevail if it has a reasonable bearing upon the applicant's fitness to be employed in any phase of the program.
- i. If PROVIDER fails to demonstrate good faith efforts to correct any identified non-discrimination and Affirmative Action deficiencies and/or fails to submit requested reports or information required by COUNTY and/or has engaged in discriminatory practices, COUNTY may consider this a violation of this Agreement and may exercise any remedies available to it in law or in equity, including, but not limited to, cancellation/termination of this Agreement.

12. FAIR HEARING AND GRIEVANCE PROCEDURE

PROVIDER will establish a system through which Eligible Recipients may present grievances about the operation of the service program, and PROVIDER will advise Eligible Recipients of this right.

13. CONTRACT MANAGEMENT AND DISPUTES

- a. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by negotiation and agreement shall be decided by COUNTY's Contract Manager, who shall reduce his/her decision to writing and furnish a copy thereof to PROVIDER. The decision of the Contract Manager shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, PROVIDER furnishes to the Contract Manager a written appeal addressed to COUNTY. The decision of COUNTY or its duly authorized representative for the determination of such appeals, shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, PROVIDER shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, PROVIDER shall proceed diligently with the performance of the Agreement and in accordance with the Contract Manager's decision.
- b. This disputes clause does not preclude consideration of questions of law.

- c. **Jurisdiction and Venue.** The Laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and their performance. The appropriate venue and jurisdiction for any litigation under this Agreement will be those courts located within the County of Hennepin, State of Minnesota. Litigation, however, in the federal courts involving the contracted parties will be in the appropriate federal court within the State of Minnesota. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

14. INDEMNIFICATION

- a. **PROVIDER** agrees to defend, indemnify, and hold harmless **COUNTY**, its officials, officers, agents, volunteers, and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorneys' fees, resulting directly or indirectly from any act or omission of **PROVIDER**, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of **PROVIDER** to perform any obligation under this Agreement. Acts or omissions include, but are not limited to, the following:

- (1) 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 **PROVIDER**, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by **PROVIDER** or any officer, agent, or employee thereof.
- (2) Any applicant or Eligible Recipient causing injury to, or damage to, the property of another person during any time when **PROVIDER** or any officer, agent, or employee thereof has undertaken or is furnishing the care and services called for under this Agreement.

For clarification and not limitation, this obligation to defend, indemnify, and hold harmless includes, but is not limited to, any liability, claims, or actions resulting directly or indirectly from alleged infringement of any copyright or any property right of another, the employment or alleged employment of **PROVIDER** personnel, the unlawful disclosure and/or use of protected data, or other noncompliance with the requirements of the Data Practices provisions set forth in Clause 10.

- b. **Duty to Notify.** **PROVIDER** shall promptly notify **COUNTY** of any claim, action, cause of action or litigation brought against **PROVIDER**, its employees, officers, agents or subcontractors, which arises out of the services contained in this Agreement and shall also notify **COUNTY** whenever **PROVIDER** has a reasonable basis for believing that **PROVIDER** and/or its employees, volunteers, officers, agents or subcontractors, and/or **COUNTY**, might become the subject of a claim, action, cause of action or litigation arising out of the services contained in this Agreement. Failure to provide the notices required by this section is a material violation of the terms and conditions of the Agreement.

15. INSURANCE

- a. With respect to the services provided pursuant to this Agreement, **PROVIDER** agrees at all times during the term of this Agreement, and beyond such term when so required, to have and keep in force the following insurance coverages with the limits shown below

Limits

- (1) Commercial General Liability on an occurrence basis with contractual liability coverage:

General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,500,000
Each Occurrence - Combined Bodily Injury and Property Damage	\$1,500,000

- (2) Automobile Liability - Combined single limit each occurrence, or the equivalent, for bodily injury or property damage covering owned, non-owned, and hired automobiles. \$2,000,000

(3) Workers' Compensation and Employer's Liability:

- (a) Worker's Compensation Statutory
 If the provider is based outside the State of Minnesota, coverage must comply with Minnesota laws. In accordance with Minnesota law, if CONTRACTOR is a sole proprietor, it is exempted from the above Workers' Compensation requirements. In the event that CONTRACTOR should hire employees or subcontract this work, CONTRACTOR shall obtain the required insurance.
- (b) Employer's Liability. Bodily injury by:
- | | |
|-------------------------|-----------|
| Each Accident | \$500,000 |
| Disease - Policy Limit | \$500,000 |
| Disease - Each Employee | \$500,000 |

- (4) The following insurance is required in cases where money has been advanced to PROVIDER or where money belonging to Eligible Recipients is in the custody and control of PROVIDER.

Employee Dishonesty	\$50,000
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- (5) The following insurance is required in cases where PROVIDER's staff or volunteers are performing licensed professional services under this Agreement.

Professional Liability:	Per Claim	\$1,500,000
	Aggregate	\$2,000,000

The professional liability insurance must be maintained continuously for a period of two years after the expiration, cancellation or termination of this Agreement.

- b. An umbrella or excess liability policy over primary liability insurance coverages is an acceptable method to provide the required insurance limits.
- c. The above establishes minimum insurance requirements. It is the sole responsibility of PROVIDER to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Upon written request, PROVIDER shall promptly submit copies of insurance policies to COUNTY.
- d. PROVIDER shall not commence work until it has obtained required insurance and filed with COUNTY a properly executed Certificate of Insurance establishing compliance. The certificate(s) shall name Hennepin County as the certificate holder and as an additional insured for the liability coverage(s) with respect to operations covered under this Agreement. If the certificate form contains a certificate holder notification provision, the certificate shall state that the insurer will

endeavor to mail COUNTY thirty (30) days' prior written notice in the event of cancellation/termination of any described policies. If PROVIDER receives notice of cancellation/termination from an insurer, PROVIDER will fax or email a copy of the notice to COUNTY within two (2) business days.

- e. PROVIDER shall furnish to COUNTY updated certificates during the term of this Agreement as insurance policies expire. If PROVIDER fails to furnish proof of insurance coverages, COUNTY may withhold payments and/or pursue any other right or remedy allowed under the Agreement, law, equity, and/or statute. COUNTY does not waive any rights or assume any obligations by not strictly enforcing the requirements set forth in this clause.
- f. If PROVIDER is unable to obtain a required insurance coverage, or if coverage is not renewed or is cancelled/terminated during the term of this Agreement, PROVIDER must immediately provide written notice to COUNTY as provided in the Clause 20, Notices, of this Agreement. PROVIDER shall make immediate good faith efforts to obtain or replace the coverage in the open market. If such efforts are unsuccessful, PROVIDER shall immediately apply to the Minnesota Joint Underwriting Association for the insurance coverage. Failure to maintain required insurance shall be considered an event of default pursuant to this Agreement.
- g. PROVIDER waives all rights against COUNTY, its officials, officers, agents, volunteers, and employees for recovery of damages to the extent the damages are covered by insurance of PROVIDER.
- h. PROVIDER shall require that each independent contractor rendering licensed professional services to recipients under this Agreement furnish proof to PROVIDER of Professional Liability and Commercial General Liability insurance coverages in the amounts of \$2,000,000 (or other amounts as required herein), and provide updated certificates of insurance as insurance coverages expire.

16. INDEPENDENT CONTRACTOR

PROVIDER shall select the means, method, and manner of performing the services herein. Nothing is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto or as constituting PROVIDER as the agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. PROVIDER is to be and shall remain an independent contractor with respect to all services performed under this Agreement. PROVIDER will secure at its own expense all personnel required in performing services under this Agreement. Any personnel of PROVIDER or other persons while engaged in the performance of any work or services required by PROVIDER shall have no contractual relationship with COUNTY and will not be considered employees of COUNTY. COUNTY shall not be responsible for any claims that arise out of employment or alleged employment under the Minnesota Unemployment Insurance Law or the Workers' Compensation Act of the State of Minnesota on behalf of any personnel, including, without limitation, claims of discrimination against PROVIDER, its officers, agents, contractors, or employees. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind from COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability, severance pay, and retirement benefits.

17. MERGER AND MODIFICATION

- a. The entire agreement between the parties is contained herein and supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items are referenced or that are attached are incorporated and made part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.

- b. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment or ministerial adjustment to this Agreement signed by the parties, except as otherwise provided in this Agreement.

18. CONDITIONS OF THE PARTIES' OBLIGATIONS

- a. PROVIDER shall make every reasonable effort to maintain sufficient trained staff, facilities, equipment, etc. to deliver the required quality and quantity of Contracted Services. PROVIDER shall immediately notify COUNTY in writing whenever it is, or will be, unable to provide the required quality or quantity of Contracted Services. Upon such notification, COUNTY and PROVIDER shall determine whether such inability will require a modification, cancellation or termination of this Agreement.
- b. If COUNTY does not obtain funding from the Minnesota Legislature, or other funding source, COUNTY may immediately cancel/terminate this contract by written notice to PROVIDER. COUNTY is not obligated to pay for any services that are provided after notice and effective date of cancellation/termination. However, PROVIDER will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. COUNTY will not be assessed any penalty if the contract is cancelled/terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.
- c. It is understood and agreed that if during the term of this Agreement reimbursement to COUNTY from state, federal, or other funding sources is not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quantity of Contracted Services, or if COUNTY's final budget as approved by the County Board changes the amount budgeted for this particular program or this service area for any portion of the term of this Agreement, COUNTY may cancel/terminate or amend this Agreement; provided that any cancellation/termination of this Agreement shall not relieve the parties of any obligations or liabilities already accrued prior to the effective date of such cancellation/termination.
- d. When required, PROVIDER will assist 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.
- e. PROVIDER will comply with all of the provisions of:
 - (1) The Maltreatment of Minors Reporting Act, Minnesota Statutes, Section 626.556, and all applicable Minnesota Rules, as promulgated by the Minnesota Department of Human Services implementing such Act now in force or as hereafter enacted.
 - (2) The Vulnerable Adults Reporting Act, Minnesota Statutes, Section 626.557, and all applicable Minnesota Rules, as promulgated by the Minnesota Department of Human Services implementing such Act now in force or as hereafter enacted.
- f. If COUNTY has reason to believe that the safety or well-being of Eligible Recipients receiving service hereunder may be endangered by actions of PROVIDER, its agents, and/or employees, COUNTY may require the immediate cessation of services to Eligible Recipients, as well as their removal from the facility, and may discontinue referrals to PROVIDER. This action may be taken forthwith and may continue for such period which is reasonably necessary for determination by COUNTY that the safety and well-being of Eligible Recipients has been assured. Resumption of services by PROVIDER may be authorized upon such assurance, at the sole discretion of COUNTY. If it is determined that the safety or well-being of Eligible Recipients will remain in jeopardy by the further provision of services, COUNTY may cancel/terminate this Agreement

pursuant to Clause 21, Default And Cancellation/Termination, of this Agreement. No payments shall be made for the period during which services are suspended unless otherwise determined by COUNTY.

- g. PROVIDER agrees, to the extent applicable, to abide by the current Hennepin County Communications Policy (available upon request). This obligation includes, but is not limited to, PROVIDER not using the term "Hennepin County" or any derivative in any promotional literature, advertisements of any type or form or client lists without the express prior written consent of a COUNTY Department Director or equivalent.
- h. If any Minnesota laws, including but not limited to Minnesota Statutes, Section 245.4875, Subdivision 3 and Minnesota Rules, part 9525.1870 now in force or as hereafter enacted requires, the Commissioner of the Minnesota Department of Human Services is named as a third-party beneficiary in this Agreement.
- i. COUNTY encourages PROVIDER to develop and implement an office paper and newsprint recycling program.
- j. PROVIDER agrees to undertake development of emergency preparedness plans.

19. SUCCESSORS, SUBCONTRACTING AND ASSIGNMENTS

- a. PROVIDER binds itself, its partners, successors, assigns and legal representatives to COUNTY for all covenants, agreements and obligations contained in the contract documents.
- b. PROVIDER shall not assign, transfer or pledge this Agreement and/or the services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of COUNTY. A consent to assign shall be subject to such conditions and provisions as COUNTY may deem necessary, accomplished by execution of a form prepared by COUNTY and signed by PROVIDER, the assignee, and COUNTY as determined by COUNTY. Permission to assign, however, shall under no circumstances relieve PROVIDER of its liabilities and obligations under the Agreement. PROVIDER shall make copies of all assignments available to COUNTY upon request.
- c. PROVIDER shall not subcontract this Agreement and/or the services to be performed, whether in whole or in part, without the prior written authorization of the COUNTY. Permission to subcontract, however, shall under no circumstances relieve PROVIDER of its liabilities and obligations under the Agreement. Further, PROVIDER shall be fully responsible for the acts, omissions, and failure of its subcontractors in the performance of the specified contractual services, and of person(s) directly or indirectly employed by subcontractors. Contracts between PROVIDER and each subcontractor shall require that the subcontractor's services be performed in accordance with the terms and conditions specified herein. PROVIDER shall make contracts between PROVIDER and subcontractors available upon request.
- d. As required by Minnesota Statute, Section 471.425, Subdivision 4a, PROVIDER shall pay any subcontractor within ten (10) days of PROVIDER's receipt of payment from COUNTY for undisputed services provided by the subcontractor. PROVIDER shall pay interest of 1½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, PROVIDER shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including any attorney's fees, incurred in bringing the action.

- e. PROVIDER shall notify COUNTY in writing if another person/entity acquires, directly or indirectly, more than fifty percent (50%) of the voting power of the shares entitled to vote for directors of PROVIDER (if PROVIDER is a corporation or partnership) or upon sale of fifty percent (50%) or more of assets of PROVIDER. Notice shall be given within ten (10) days of such acquisition and shall specify the name and business address of the acquiring person/entity. COUNTY reserves the right to require the acquiring person/entity to promptly become a signatory to this Agreement by amendment or other document so as to help assure the full performance of this Agreement.

20. NOTICES

- a. PROVIDER shall provide contact information, including a current email address, for their executive director to the Contract Manager and further agrees to notify the Contract Manager within five (5) days of a change in email address or other contact information during the term of this Agreement.
- b. PROVIDER agrees to inform COUNTY, in writing, of key staff, licensure, and Board of Directors membership changes, or the sale of at least fifty percent (50%) of PROVIDER's assets to another entity within five (5) days after occurrence.
- c. Any notice or demand which must be given or made by a party under this Agreement or any statute or ordinance shall be in writing, and shall be sent certified mail or be hand-delivered. Notices to COUNTY shall be sent to the County Administrator with a copy to the DEPARTMENT's Contract Management Services. Notice to PROVIDER shall be sent to the address stated in the opening paragraph of this Agreement.

21. DEFAULT AND CANCELLATION/TERMINATION

- a. If PROVIDER fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of this Agreement, it shall be in default. Unless PROVIDER default is excused in writing by COUNTY, COUNTY may upon written notice immediately cancel/terminate this Agreement in its entirety. Additionally, failure to comply with the terms of this Agreement shall be just cause for COUNTY to delay payment until PROVIDER's compliance. In the event of a decision to withhold payment, COUNTY shall furnish prior written notice to PROVIDER.
- b. Notwithstanding any provision of this Agreement to the contrary, PROVIDER shall remain liable to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER. Upon notice to PROVIDER of the claimed breach and the amount of the claimed damage, COUNTY may withhold any payments to PROVIDER for the purpose of set-off until such time as the exact amount of damages due COUNTY from PROVIDER is determined. Following notice from COUNTY of the claimed breach and damage, PROVIDER and COUNTY shall attempt to resolve the dispute in good faith.
- c. The above remedies shall be in addition to any other right or remedy available to COUNTY under this Agreement, law, statute, rule, and/or equity.
- d. COUNTY's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement. This Agreement may be cancelled/terminated by either party at any time, with or without cause, upon thirty (30) days' written notice.
- e. After receipt of a notice of cancellation/termination, and except as otherwise directed, PROVIDER shall:

- (1) Discontinue provision of Contracted Services under this Agreement on the date in the notice of cancellation/termination.
- (2) Cancel all orders and subcontracts to the extent that they relate to the performance of Contracted Services cancelled/terminated by the notice of cancellation/termination.
- (3) Settle all outstanding claims and liabilities for orders and subcontracts existing at the time of the notice of cancellation/termination, provided, however, that the claims and liabilities for orders and subcontracts have been approved in writing by COUNTY.
- (4) Notify in writing all clients and any other counties of financial responsibility of the cancellation/termination of this Agreement.

The remainder of this page is intentionally left blank.

COUNTY BOARD APPROVAL

PROVIDER, having signed this Agreement and the Hennepin County Board of Commissioners having duly approved this Agreement on the 28th day of October, 2014 and pursuant to such approval, the proper County officials having signed this Agreement, the parties hereto agree to be bound by the provisions herein set forth.

Reviewed by the County
Attorney's Office

COUNTY OF HENNEPIN
STATE OF MINNESOTA

Mike Qpat

[Signature]
Date: 10/14/14

By: An original document was personally signed by the Chair of Hennepin County Board with the Clerk of the Board

ATTEST: [Signature]
Deputy Clerk of County Board

And: [Signature]
Assistant/Deputy/County Administrator

PROVIDER

The PROVIDER certifies that the person who executed this Agreement is authorized to do so on behalf of the PROVIDER as required by applicable articles, bylaws, resolutions or ordinances.

By: Kadra Dahir

Printed Name: Kadra Dahir

Printed Title: Manager

Date: 10-14-14

EXHIBIT A: CONTRACTED SERVICES

SUMMARY PARAGRAPH

This program provides adult day care services for adults with developmental disability or related conditions for a planned program of activities designed to meet their health and social needs.

TARGET POPULATION

Adults with developmental disabilities or related conditions.

AGENCY STATUS/LICENSURE

The program has a license for adult day care services from the State of Minnesota.

SERVICE SITE(S)

Contracted Services shall be provided at the locations listed under Clause 2.c.

PLACEMENT PROCEDURE

Contracted Services shall be provided only to those individuals who have been specifically approved and authorized by a Hennepin County authorized representative. The approval will reflect both programmatic and financial consideration.

FUNDING SOURCE

COUNTY funds.

EXHIBIT A: CONTRACTED SERVICES

ADULT DAY CARE

1. Definition of Adult Day Care (ADC)

Planned program of activities designed to meet the health and social needs of persons with functional limitations, ages 18 years and older.

2. Covered Services

Adult day care provides a variety of services to adults who need supervised care outside their residence during the day. These individualized services must relate to the person's functional limitations and provide the supports necessary to either maintain or improve the person's capability for self-care. Services include:

- Assistance
- Care
- Meals
- Social or health related activities
- Supervision
- Training

Services cannot exceed 12 hours in one 24 hour period and must be in an outpatient setting. When transportation between the client's place of residence and the adult day care center is not included in the adult day care rate, it can be billed separately.

3. Provider Standards and Qualifications

- Adult day care centers and adult day services centers must meet standards in Minnesota Rules, parts 9555.9600 to 9555.9730.
- Adult day care providers include hospitals, nursing homes, medical clinics, and freestanding centers.

4. Transportation

Definition of Transportation: Transportation is defined as a service necessary to gain access to ADC services as specified in the individual care plan.

Any changes in the Minnesota Health Care Programs Provider Manual or in the Community Based Services Manual supersede the information contained in Exhibit A of this Agreement. PROVIDER shall remain in compliance with the Minnesota Health Care Programs Provider Manual or the Community Based Services Manual when there is a discrepancy between Exhibit A of this Agreement and the State approved manuals.

EXHIBIT B: FINANCIAL INFORMATION

Provider Name: Ebyan Adult Day Center, LLC
Contract Period: November 1, 2014 – October 31, 2018

Rates Effective Date: November 1, 2014

Service	CPT Code	Unit	Contract Rate
Adult Day Care	X568205	15 min	\$3.37
Adult Day Care	X568301	Day	\$94.41
Adult Day Care - Transportation	X568303	One way	\$10.61

NOTES: All rate changes require prior approval from DEPARTMENT.