

**Cooperative Agreement By and Among the  
Metropolitan County Consortium, State of Minnesota**

This cooperative agreement (“Agreement”) is between the Minnesota counties of Anoka, Benton, Chisago, Dakota, Hennepin, Isanti, Mille Lacs, Pine, Ramsey, Sherburne, Stearns, Washington, and Wright (“MCC county” or “MCC counties”).

WHEREAS, the parties to this Agreement, as the “Metropolitan Counties”, previously formalized the terms and conditions through which they have cooperatively provided for administrative services for nonemergency medical transportation (“NEMT”) and related services in a Cooperative Agreement effective January 1, 2016, including amendments and restated Cooperative Agreements effective January 1, 2017, and January 2018; collectively Hennepin County contract number A154056; and

WHEREAS, the parties wish to continue to cooperatively manage such services as the “Metropolitan County Consortium” (“MCC”); and

WHEREAS, the MCC counties wish to formalize the terms and conditions through which they will cooperatively manage the services, pursuant to contract, of each party selected to serve as NEMT transportation coordinator (“COORDINATOR”) throughout the term of this Agreement; and

WHEREAS, the MCC defines the target population served by each COORDINATOR throughout the term of this Agreement to include persons enrolled in Medical Assistance (MA) Fee-for-Service (FFS) or MinnesotaCare, who reside in the MCC service area, and are prior authorized for service by COORDINATOR. Such persons are referred to as Eligible Persons; and

WHEREAS, the governing board of each MCC county has, by resolution, declared its intent to be bound in accordance with the terms of this Agreement and the written agreement governing the provision of transportation coordination administrative services supporting delivery of NEMT.

THEREFORE, the undersigned MCC counties agree as follows:

1. Term of this Agreement: This Agreement shall become effective upon the earlier of a) the date of execution by all MCC counties listed herein, or b) January 1, 2021, as to all MCC counties that have executed the Agreement by that date. This Agreement shall continue through December 31, 2024.
2. In order to effectively coordinate the activities of their respective county staff and the provision of services to MCC Eligible Persons, there is hereby created, pursuant to Minnesota Statute § 471.59, a Cooperative Agreement with a Governing Board representative of the MCC, responsible for managing the operational and fiscal matters related to the provision of NEMT.

The Members of this Governing Board are the Human Service/Welfare Directors of the thirteen MCC counties, as appointed by their respective County Boards.

3. The Governing Board shall oversee the implementation for the delivery of NEMT services to Eligible Persons and the administrative services required to manage such a program.
4. The Governing Board shall develop and approve a funding policy and rate structure for services provided by COORDINATOR to the MCC. Such policy and rate structure are subject to annual review. Funding policy and rate structure may consider each MCC county's projected proportional share of NEMT rides arranged by COORDINATOR. Approvals shall be made pursuant to a voting process established by the Governing Board, with each MCC county having one vote.
5. On behalf of the MCC, Hennepin County, ("COUNTY") shall act as fiscal agent. COUNTY will also manage the written agreement ("CONTRACT") with each contractor selected to serve as COORDINATOR for the MCC during the term of this Agreement and as a result of the request for proposal ("RFP") process commenced during 2020.
6. CONTRACT between COUNTY and COORDINATOR will include standard provisions for the following categories:
  - Contract term;
  - Description of services;
  - Cost;
  - Payment for services;
  - Method of payment;
  - Eligibility for service;
  - Additional understandings, if any;
  - Records, reports, audit and monitoring procedures; records availability and access
  - Compliance;
  - Data privacy and security;
  - Non-discrimination and affirmative action;
  - Fair hearing and grievance procedure;
  - Contract management and disputes;
  - Indemnification;
  - Insurance;
  - Independent contractor;
  - Merger and modification;
  - Conditions of parties' obligations;
  - Successors, subcontracting and assignments;
  - Notices;
  - Default and cancellation/termination;
  - Service Information; and
  - Financial information.

7. In addition to the provisions in section 6, CONTRACT between COUNTY and COORDINATOR will specifically include the following provisions:

- (A) CONTRACTOR shall defend, indemnify, and hold harmless COUNTY and MCC counties, their present and former officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including attorney's fees, resulting directly or indirectly from any act or omission of CONTRACTOR, 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 CONTRACT, and against all loss by reason of the failure of CONTRACTOR to perform any obligation under CONTRACT. Acts or omissions include, but are not limited to, the following:
- (1) Any applicant or Eligible Persons 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 CONTRACT, or while on premises owned, leased, or operated by CONTRACTOR, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by CONTRACTOR or any official, officer, agent, employee, or volunteer thereof.
  - (2) Any applicant or Eligible Persons causing injury to, or damage to, the property of another person during any time when CONTRACTOR or any official, officer, agent, employee, or volunteer thereof has undertaken or is furnishing the care and services called for under CONTRACT.

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 CONTRACTOR personnel, the unlawful disclosure and/or use of protected data, or other noncompliance with the requirements of these provisions.

- B) CONTRACTOR 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) must name all MCC counties as certificate holder and as an additional insured for the commercial general liability and automobile liability coverages required by CONTRACT.
- C) CONTRACTOR shall select the means, method, and manner of performing the services herein. Nothing is intended nor should be construed as creating or establishing the relationship of a partnership or a joint venture between the parties hereto or as constituting CONTRACTOR as the agent, representative, or employee of the MCC counties or COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and shall remain an independent contractor for

all services performed under CONTRACT. CONTRACTOR shall secure at its own expense all personnel required in performing services under CONTRACT. CONTRACTOR's personnel and/or subcontractors engaged to perform any work or services required by this CONTRACT will have no contractual relationship with the MCC counties or COUNTY and will not be considered employees of the MCC counties or COUNTY. Neither COUNTY nor MCC counties shall be responsible for any claims related to or on behalf of any of CONTRACTOR's personnel, including without limitation, claims that arise out of employment or alleged employment under the Minnesota Unemployment Insurance Law (Minnesota Statutes Chapter 268) or the Minnesota Workers' Compensation Act (Minnesota Statutes Chapter 176) or claims of discrimination arising out applicable law, against CONTRACTOR, its officers, agents, contractors, or employees. Such personnel or other persons shall neither accrue nor be entitled to any compensation, rights, or benefits of any kind from MCC counties or COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability, severance pay, and retirement benefits.

8. On behalf of the MCC, COUNTY will develop and maintain a relationship with the Minnesota Department of Human Services ("DHS") and will consult with DHS to review issues of performance, payment, and quality of service delivered by COORDINATOR.

On behalf of the MCC, COUNTY will monitor COORDINATOR compliance with CONTRACT terms. COUNTY will manage all issues relating to CONTRACT terms as defined in Clause 6 and 7 of this Agreement. COORDINATOR reporting may be shared with MCC counties as requested.

Each MCC county is responsible for responding to appeals filed by Eligible Persons who reside within their MCC county. MCC must notify COORDINATOR of appeals and make request to attend appeal hearing if desired by MCC county.

Per COUNTY request, MCC counties will engage in annual performance surveying initiated by COUNTY to verify compliance of COORDINATOR with contract terms. MCC counties will also participate in voting required by MCC to approve rate structure and contract terms of COORDINATOR.

COUNTY will initiate meetings with MCC counties, as needed, to discuss contract performance, financial and/or funding concerns, coordination and cooperation among MCC counties.

9. COUNTY will invoice each MCC county bimonthly for administrative services provided to Eligible Persons who receive service and reside in each MCC county. Invoices are prepared based upon the trip leg count provided and paid for by DHS for each MCC county. MCC counties are invoiced for the administrative trip leg rate defined in the CONTRACT. A trip leg is defined as the pick-up of an Eligible Person (e.g. residence) and until the arrival at their destination (e.g., a medical appointment). One round-trip

would be considered two trip legs under this definition. Only trip legs paid by DHS will have administrative costs invoiced to the respective MCC county.

COUNTY will also invoice DHS for applicable Federal Financial Participation (FFP) reimbursements eligible for services provided throughout the MCC. MCC counties are invoiced only for administrative costs not covered by FFP reimbursement.

MCC counties shall make payment to COUNTY within 30 days of receipt of such invoice.

10. Indemnification

Each MCC county agrees that it will be responsible for the acts or omissions of its officials, agents, and employees, and the results thereof, in carrying out the terms of this Agreement, to the extent authorized by law and shall not be responsible for the acts/omissions of other MCC counties and the results thereof. The liability of each MCC county shall be governed by applicable provisions of the Minnesota Tort Claims Act, Minnesota Statutes Chapter 466, § 472.59 and other applicable state and federal laws, including common law.

Each MCC county agrees to defend, hold harmless, and indemnify the other MCC counties, their officials, agents, and employees, from any liability, loss, or damages the other MCC counties may suffer or incur as the result of demands, claims, judgements, or cost arising out of or caused by the indemnifying MCC county's acts or omissions in the performance of its respective obligations under this Agreement. This provision shall not be construed nor operate as a waiver of any applicable limitation of liability, defenses, immunities, or exceptions by statute or common law.

In the event of any claims or actions filed against the MCC counties and/or any individual MCC county for any of the activities for which the MCC counties are responsible, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or stack separate statutory liability caps from the MCC counties and/or each individual MCC county.

Each MCC county agrees that, if any litigation is brought relating to this Agreement, and if any liability is found by a court of administrative agency of competent jurisdiction, each MCC county's share of any final liability shall be determined on a pro rata basis using the following formula:

- Total number of MCC county trip legs divided by total number of all trip legs.

The numbers used in this formula will be the numbers in existence on the date the action/event creating liability occurred.

11. Data

COUNTY will be responsible for the collection, creation, receipt, maintenance, storage, dissemination, use and access of COORDINATOR CONTRACT and compliance data referenced in section 8 herein. Each MCC county shall be responsible for its own data under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA).

12. Withdrawal and Termination

Any MCC county may withdraw from this Agreement, with or without cause, upon 100 days' prior written notice evidenced by resolution of the individual MCC county's governing body to the MCC Governing Board. Such withdrawal will not take effect until reviewed by COUNTY and the non-withdrawing MCC counties, which review must take place within 75 days from the date of the written notice. In the event of withdrawal by any MCC county, this Agreement shall remain in full force and effect as to all remaining MCC counties. At the time of withdrawal, all sums due and owing by the withdrawing MCC county shall become immediately due and payable to COUNTY.

13. Amendments

This Agreement may be amended by unanimous agreement of the MCC counties, reduced to writing as an amendment to this Agreement, and signed by the parties' respective governing bodies. An amendment becomes effective upon the date approved by the last MCC county.

14. Records-Availability/Access

Subject to the requirements of Minnesota Statutes Section 16C.05, Subd. 5 (as may be amended), each MCC county agrees that the other MCC counties, the State Auditor, the Legislative Auditor or any of their duly authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of MCC counties and involve transactions relating to this Agreement. Such materials shall be maintained, and such access and rights shall be in force and effect during the period of the Agreement and for six (6) years after its termination or cancellation.

15. Minnesota Law Governs

The laws of the State of Minnesota shall govern all interpretations of this Agreement, and the appropriate venue and jurisdiction for any litigation between the MCC counties which may arise hereunder will be in and under those courts located within Hennepin County, State of Minnesota.

16. MCC counties shall provide contact information per request of COUNTY Contract Manager, and further shall notify the COUNTY Contract Manager within five (5) days of a change in any contact information during the term of this Agreement.

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. Notices to the MCC will be issued to the contact person identified by the MCC county.

17. Assignment

No party to this Agreement shall assign, delegate, or transfer any rights or obligations under this Agreement without prior written consent of all other MCC counties.

18. Entire Agreement

This Agreement contains the entire agreement between the MCC counties regarding the matters set forth herein.

19. Recitals

All recitals contained in this Agreement shall be incorporated into and made a part of this Agreement.

20. Counterparts

The Agreement may be signed in one or more counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same Agreement. Each MCC county is bound by its own electronic signature(s) on this Agreement, and each agrees and accepts the electronic signature of the other MCC counties.

21. No Third-Party Beneficiary

This Agreement is made solely and specifically among and for the benefit of its named parties, and their respective successors and assigns, and no other person or entity shall have any rights, interest, or claim under it or be entitled to ally benefits pursuant to or on account of this Agreement, whether as a third party beneficiary or otherwise.

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**COUNTY BOARD APPROVALS**

The respective County Boards of Commissioners having duly approved this Cooperative Agreement the date indicated in their signature block, and pursuant to such approval, the proper County officials having signed this contract, the parties hereto agree to be bound by the provisions herein set forth.

**COUNTY OF RAMSEY  
STATE OF MINNESOTA**

Approved as to Form

*Lindsey Millard*  
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Lindsey Millard  
Assistant County Attorney

By: \_\_\_\_\_  
Toni Carter  
Chair of Its County Board

Date: 9/28/20\_\_\_\_\_

Date: \_\_\_\_\_

And: \_\_\_\_\_  
Ryan O'Connor  
County Manager

Date: \_\_\_\_\_