



Client Services Agreement

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Financial Assistance Services, 160 Kellogg Boulevard East, St. Paul, Minnesota, 55101 ("County") and Think Small, 10 Yorkton Court, St. Paul, Minnesota, 55117, registered as a Nonprofit Corporation in the State of Minnesota ("Contractor").

1. Term

1.1.

The original term of this Agreement shall be from January 01, 2022 through December 31, 2023 and may not be renewed.

2. Scope of Service

The County agrees to purchase, and the Contractor agrees to furnish, services described as follows:

2.1.

Administration of all functions of the Basic Sliding Fee (BSF) Child Care Assistance Program for Ramsey County pursuant to Minnesota, Chapter 119B as described in Attachment A: Contracted Services which is attached and made a part of this Agreement.

2.2.

The Contractor shall make every reasonable effort to provide services in a universally accessible, multi-cultural and/or multi-lingual manner to persons of diverse populations.

2.3.

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, upon request.

3. Schedule

The Contractor shall provide services as and if requested by the County, it being understood that the County might not purchase any services under this Agreement.

4. Cost

4.1.

The County shall pay the Contractor a not to exceed amount of \$ 1,595,486.00 over the life of the contract according to the agreed to rates.

4.2.

The County shall pay the Contractor the following unit rates:

The County shall pay Contractor on a cost reimbursement basis as set forth in Attachment B: Financial which is attached and incorporated into this Agreement.

Term	Description	NTE
01/01/22 - 12/31/22	Basic Sliding Fee Administration	\$719,911
01/01/22 - 12/31/22	Other Basic Sliding Fee Administration – TBD	TBD
01/01/23 - 12/31/23	Basic Sliding Fee Administration	\$734,309
01/01/23 - 12/31/23	Other Basic Sliding Fee Administration – TBD	TBD
Total Contract NTE		\$1,595,486

5. Health Insurance Reimbursement and Billing

In the event that services provided to eligible persons may be reimbursed by private health insurance, managed care organization or other public assistance programs, the Contractor shall bill such third parties before billing the State of Minnesota and/or the County.

6. Special Conditions

6.1.

Invoices and supporting documentation shall be submitted in a manner as set forth below. Electronic invoices are preferred. Invoices may also be submitted by mail:

1. E-mail – submit invoices to chs.accounts payable@co.ramsey.mn.us. E-mailed invoices and supporting documentation shall include encryption if private client information is included.
2. Mail – submit invoices to:
 Accounts Payable
 Ramsey County Health and Wellness Administrative Division
 Suite 9200
 160 East Kellogg Boulevard
 St. Paul, MN 55101

Please call the AP Voicemail Line at 651-266-4199 with any payment questions or concerns.

6.2.

The agreed to rates for this contract are contained in the approved annual budget attached hereto and incorporated herein by reference as Attachment B for Calendar Years 2022 and 2023. Any federal, state, and/or Ramsey County Board approved funding adjustments applicable to any services purchased through this Agreement occurring during the term of this Agreement may result in adjustments to the rate and/or not-to-exceed amount. If such adjustments occur, the County shall notify the Contractor in writing of the amount of the adjustment and the Agreement will be amended.

7. County Roles and Responsibilities

7.1.

The County may monitor and/or evaluate the performance of the Contractor under this Agreement during and for a period of 90 days following termination or expiration of this Agreement.

8. General Contract/Agreement Terms and Conditions

8.1. Payment

8.1.1.

No payment will be made until the invoice has been approved by the County.

8.1.2.

Payments shall be made when the materials/services have been received in accordance with the provisions of the resulting contract.

8.2. Application for Payments

8.2.1.

The Contractor shall submit an invoice once a month..

8.2.2.

Invoices for any goods or services not identified in this Agreement will be disallowed.

8.2.3.

Each application for payment shall contain the order/contract number, an itemized list of goods or services furnished and dates of services provided, cost per item or service, and total invoice amount.

8.2.4.

Payment shall be made within thirty-five (35) calendar days after the date of receipt of a detailed invoice and verification of the charges. At no time will cumulative payments to the Contractor exceed the percentage of project completion, as determined by the County.

8.2.5.

Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

8.2.6.

The Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from the County for undisputed services provided by the subcontractor. The Contractor shall pay interest of 1 1/2 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, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

8.3. Independent Contractor

The Contractor is and shall remain an independent contractor throughout the term of this Agreement and nothing herein is intended to create, or shall be construed as creating, the relationship of partners or joint ventures between the parties or as constituting the Contractor as an employee of the County.

8.4. Successors, Subcontracting and Assignment

8.4.1.

The Contractor binds itself, its partners, successors, assigns and legal representatives to the County in respect to all covenants and obligations contained in this Agreement.

8.4.2.

The Contractor shall not assign or transfer any interest in this Agreement without prior written approval of the County and subject to such conditions and provisions as the County may deem necessary.

8.5. Compliance With Legal Requirements

8.5.1.

Unless otherwise provided in the scope, the Contractor, at its own expense, shall secure and pay for all permits, fees, charges, duties, licenses, certifications, inspections, and other requirements and approvals necessary for the execution and completion of the contract.

8.5.2.

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, zoning standards, staff certification, 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:

8.5.2.1.

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.

8.5.2.1.1.

The Contractor represents that it and its employees will remain qualified and licensed to provide services in accordance with the applicable provisions of Minnesota Rules, Minnesota Statutes, federally approved Minnesota state waiver plans, and this Agreement.

8.5.2.1.2.

The Contractor agrees to inform the County of the following related to it or its employees immediately upon:

8.5.2.1.2.1.

Any changes in licensure status and/or any reported warning to suspend or revoke licensure status.

8.5.2.1.2.2.

Any allegations and/or investigation by a government agency of fraud or criminal wrongdoing.

8.5.2.1.2.3.

Any federal exclusion of an individual or entity of this Agreement, or any conviction that could result in a federal exclusion.

8.5.2.2.

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, sections 626.556 and 626.557.

8.5.2.3.

Failure to meet such standards may be cause for termination of this Agreement. Notwithstanding any other provision of this Agreement, such termination may be effective as of the date of such failure.

8.5.2.4.

Loss of any applicable state license by the Contractor shall be cause for termination of this Agreement. Notwithstanding any other provision of this Agreement, such termination shall be effective as of the date of such loss.

8.5.2.5.

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.

8.5.3.

Prior to entering into a contract with Ramsey County, a domestic corporation must submit a Certificate of Good Standing issued by the Minnesota Secretary of State's office pursuant to Minn. Stat. §5.12, and a foreign corporation must submit a Certificate of Authority issued by the Minnesota Secretary of State's Office pursuant to Minn. Stat. §303.03. The contractor shall maintain a Certificate of Good Standing or a Certificate of Authority, as applicable, and shall submit the Certificate upon request by the County, throughout the term of the agreement and including amendments to renew as and if allowed by the contract.

8.6. Data Practices

8.6.1.

All data collected, created, received, maintained or disseminated for any purpose in the course of the Contractor's performance under this Agreement is subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

8.6.2.

The Contractor designates Dianne Haulcy as its Responsible Designee, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.02 Subdivision 6, as the individual responsible for any set of data collected to be maintained by Contractor in the execution of this Agreement.

8.6.3.

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which County data is contained or which are used to access County data in the course of providing services under this Agreement. Access to County data shall be limited to those persons with a need to know for the provision of services by the Contractor. Except where client services or construction are provided, at the end of the Project all County data will be purged from the Contractor's computers and storage devices used for the Project and the Contractor shall give the County written verification that the data has been purged.

8.7. Security

8.7.1.

The Contractor is required to comply with all applicable Ramsey County Information Services Security Policies ("Policies"), as published and updated by Information Services Information Security. The Policies can be made available on request.

8.7.2.

Contractors shall report to Ramsey County any privacy or security incident regarding the information of which it becomes aware. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with System operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to the County not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the data used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as the County may reasonably request. The Contractor is responsible for notifying all affected individuals whose sensitive data may have been compromised as a result of the Security or Privacy incident.

8.7.3.

Contractors must ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

8.7.4.

The County retains the right to inspect and review the Contractor's operations for potential risks to County operations or data. The review may include a review of the

physical site, technical vulnerabilities testing, and an inspection of documentation such as security test results, IT audits, and disaster recovery plans.

8.7.5.

All County data and intellectual property stored in the Contractor's system is the exclusive property of the County.

8.8. Indemnification

The Contractor shall indemnify, hold harmless and defend the County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the County, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Contractor, or its subcontractors, and their officers, agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

8.9. Fair Hearing and Grievance Procedure

The Contractor agrees that it is responsible for establishing, implementing and processing fair hearings and/or grievances in conformance with the requirements of state or federal law relating to contract services governed by the Minnesota Department of Human Services.

8.10. Contractor's Insurance

8.10.1.

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 this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

8.10.2.

Throughout the term of this Agreement, the Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued to the County contracting department evidencing such coverage to the County throughout the term of this Agreement.

8.10.3.

Commercial general liability of no less than \$500,000 per claim, \$1,500,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations total limit, \$1,500,000 personal injury and advertising liability.

8.10.3.1.

All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent. Coverage shall include contractual liability and XCU. Contractor will be required to provide proof of completed operations coverage for 3 years after substantial completion.

8.10.3.2.

The Contractor is required to add Ramsey County, its officials, employees, volunteers and agents as Additional Insured to the Contractor's Commercial General Liability, Auto Liability, Pollution and Umbrella policies with respect to liabilities caused in whole or part by Contractor's acts or omissions, or the acts or omissions of those acting on Contractor's behalf in the performance of the

ongoing operations, services and completed operations of the Contractor under this Agreement. The coverage shall be primary and non-contributory.

8.10.4.

Professional liability of no less than \$1,000,000 per claim and \$3,000,000 aggregate limit.

8.10.4.1.

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 the contract; and 2) evidence of coverage shall be provided for three years beyond expiration of the contract.

8.10.4.2.

Ramsey County, its officials, employees, and agents, shall be added to the policy as additional insured; a separation of insureds endorsement shall be provided to the benefit of the County.

8.10.5.

Workers' Compensation as required by Minnesota Law. Employer's liability with limits of \$500,000/\$500,000/\$500,000.

8.10.6.

An umbrella or excess liability policy over primary liability insurance coverages is an acceptable method to provide the required commercial general liability and employer's liability insurance amounts. If provided to meet coverage requirements, the umbrella or excess liability policy must follow form of underlying coverages and be so noted on the required Certificate(s) of Insurance.

8.10.7.

If the Contractor is driving on behalf of the County as part of the Contractor's services under the Agreement, a minimum of \$1,000,000 combined single limit auto liability, including hired, owned, and non-owned.

8.10.8.

The Contractor waives all rights against Ramsey County, its officials, employees, volunteers or agents for recovery of damages to the extent these damages are covered by the general liability, worker's compensation, and employers liability, automobile liability and umbrella liability insurance required of the Contractor under this Agreement.

8.10.9.

These are minimum insurance requirements. It is the sole responsibility of the Contractor to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Copies of policies shall be submitted to the County upon written request.

8.10.10.

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-.

8.10.11.

The Contractor shall not commence work until it has obtained the required insurance and if required by this Agreement, provided an acceptable Certificate of Insurance to the County.

8.10.12.

All Certificates of Insurance shall provide that the insurer give the County prior written notice of cancellation or non-renewal of the policy as required by the policy provisions of Minn. Stat. Ch. 60A, as applicable. Further, all Certificates of Insurance to evidence that insurer will provide at least ten (10) days written notice to County for cancellation due to non-payment of premium.

8.10.13.

Nothing in this Agreement shall constitute a waiver by the County of any statutory or common law immunities, defenses, limits, or exceptions on liability.

8.10.14.

A Crime and Fidelity Bond is required if the Contractor is handling money for the County or has fiduciary responsibilities. The required amount will be as set forth in the solicitation document.

8.11. Audit

Until the expiration of six years after the furnishing of services pursuant to this Agreement, the Contractor, upon request, shall make available to the County, the State Auditor, or the County's ultimate funding source, a copy of the Agreement, and the books, documents, records, and accounting procedures and practices of the Contractor relating to this Agreement.

8.12. Notices

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

County:

Tim Hammond, 160 Kellogg Boulevard East, St. Paul, Minnesota, 55101

Contractor:

Dianne Haulcy, 10 Yorkton Court, St. Paul, Minnesota, 55117

8.13. Non-Conforming Services

The acceptance by the County of any non-conforming goods/services under the terms of this Agreement or the foregoing by the County of any of the rights or remedies arising under the terms of this Agreement shall not constitute a waiver of the County's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies of the County provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

8.14. Setoff

Notwithstanding any provision of this Agreement to the contrary, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Contractor. The County may withhold any payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

8.15. Conflict of Interest

The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be deemed a material breach of this Agreement.

8.16. Respectful Workplace and Violence Prevention

The Contractor shall make all reasonable efforts to ensure that the Contractor's employees, officers, agents, and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined by the Ramsey County Respectful Workplace and Violence Prevention Policy, is defined as words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority, where the impact is to cause pain, fear or injury.

8.17. Force Majeure

Neither party shall be liable for any loss or damage incurred by the other party as a result of events outside the control of the party ("Force Majeure Events") including, but not limited to: war, storms, flooding, fires, strikes, legal acts of public authorities, or acts of government in time of war or national emergency.

8.18. Unavailability of Funding - Termination

The purchase of goods and/or labor services or professional and client services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds by the Board of County Commissioners. The County may immediately terminate this Agreement if the funding for the purchase is no longer available or is not appropriated by the Board of County Commissioners. Upon receipt of the County's notice of termination of this Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to this Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the County.

8.19. Termination

8.19.1.

The County may immediately terminate this Agreement if any proceeding or other action is filed by or against the Contractor seeking reorganization, liquidation, dissolution, or insolvency of the Contractor under any law relating to bankruptcy, insolvency or relief of debtors. The Contractor shall notify the County upon the commencement of such proceedings or other action.

8.19.2.

If the Contractor violates any material terms or conditions of this Agreement the County may, without prejudice to any right or remedy, give the Contractor, and its surety, if any,

seven (7) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within the seven (7) day cure period, this Agreement shall terminate upon expiration of the cure period.

8.19.3.

The County may terminate this Agreement without cause upon giving at least thirty (30) calendar days written notice thereof to the Contractor. In such event, the Contractor shall be entitled to receive compensation for services provided in compliance with the provisions of this Agreement, up to and including the effective date of termination.

8.20. Interpretation of Agreement; Venue

8.20.1.

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.

8.20.2.

The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

8.21. Warranty

The Contractor warrants that it has the legal right to provide the goods and services identified in this Agreement and further warrants that the goods and services provided shall be in compliance with the provisions of this Agreement.

8.22. Infringement

8.22.1.

Complementary to other "hold harmless" provisions included in this Agreement, the Contractor shall, without cost to the County, defend, indemnify, and hold the County, its officials, officers, and employees harmless against any and all claims, suits, liability, losses, judgments, and other expenses arising out of or related to any claim that the County's use or possession of the software, licenses, materials, reports, documents, data, or documentation obtained under the terms of this Agreement, violates or infringes upon any patents, copyrights, trademarks, trade secrets, or other proprietary rights or information, provided that the Contractor is promptly notified in writing of such claim. The Contractor will have the right to control the defense of any such claim, lawsuit, or other proceeding. The County will in no instance settle any such claim, lawsuit, or proceeding without the Contractor's prior written approval.

8.22.2.

If, as a result of any claim of infringement of rights, the Contractor or County is enjoined from using, marketing, or supporting any product or service provided under the agreement with the County (or if the Contractor comes to believe such enjoinderment imminent), the Contractor shall either arrange for the County to continue using the software, licenses, materials, reports, documents, data, or documentation at no additional cost to the County, or propose an equivalent, subject to County approval. The acceptance of a proposed equivalent will be at the County's sole discretion. If no alternative is found acceptable to the County acting in good faith, the Contractor shall remove the software, licenses, materials, reports, documents, data, or documentation and refund any fees and any other costs paid by the County in conjunction with the use thereof.

8.23. Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

8.23.1.

Contracts and subcontracts for more than the simplified acquisition threshold currently set at \$175,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

8.23.2.

Resulting contracts and subcontracts in excess of \$10,000 shall address termination for cause and for convenience by the non--Federal entity including the manner by which it will be effected and the basis for settlement.

8.23.3.

Debarment and Suspension (Executive Orders 12549 and 12689)--A contract award at any tier (see 2 CFR 180.220) shall not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

8.23.4.

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the County or the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the County or the Contractor shall comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

8.23.5.

Byrd Anti--Lobbying Amendment (31 U.S.C. 1352)--Contractors that apply or bid for an award exceeding \$100,000 shall provide the required Contractor Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreement form. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non--Federal funds that takes place in connection with obtaining any Federal award. Such disclosures shall be forwarded from tier to tier up to the non--Federal awardee, Ramsey County.

8.24. Debarment and Suspension

Ramsey County has enacted Ordinance 2013-330 [Ramsey County Debarment Ordinance](#) that prohibits the County from contracting with contractors who have been debarred or suspended by the State of Minnesota and/or Ramsey County.

8.25. Diverse Workforce Inclusion

For information and assistance in increasing the participation of women and minorities, contractors are encouraged to access the web sites below:

1. <http://www.JobConnectmn.com/>
2. <http://www.ConstructionHiringConnection.com/>

Job Connect and the Construction Hiring Connection provide a recruiting source for employers and contractors to post job openings and source diverse candidates.

Ramsey County's Job Connect links job seekers, employers, and workforce professionals together through our website, networking events and community outreach. The network includes over 10,000 subscribed job seekers ranging from entry-level to highly skilled and experienced professionals across a broad spectrum of industries.

Employers participate in the network by posting open jobs, meeting with workforce professionals and attending hiring events. Over 200 Twin Cities community agencies, all working with job seekers, participate in the network.

Ramsey County's Construction Hiring Connection (CHC) is an online and in-person network dedicated to the construction industry. The Construction Hiring Connection connects contractors and job seekers with employment opportunities, community resources and skills training related to the construction industry. Construction Hiring Connection is a tool for contractors to help meet diversity hiring goals. Over 1000 construction workers, representing all trades, ranging from newly graduated to journey level, are subscribed to the Construction Hiring Connection.

Additional assistance is available through jobconnectmn@ramseycounty.us or call 651-266-6042.

8.26. Lead County Contract

8.26.1.

Pursuant to Minn. Stat. § 256.0112, subd. 6, this Agreement may be accessed as a Lead County Contract by Other County Social Service Agencies operating under applicable law and rules of the Minnesota Department of Human Services.

8.26.2.

The County shall monitor the terms of this Agreement and shall make available, upon request of Other County Social Service Agencies copies of this Agreement.

8.26.3.

All Other County Social Service Agencies purchasing services from Contractor under this Agreement shall abide by the terms of this Agreement. Such Agencies shall be financially responsible for and liable to Contractor under the terms of this Agreement for those clients they refer to Contractor for services.

8.26.4.

Other County Social Service Agencies utilizing this Agreement as a Lead County Contract agree to be responsible for monitoring Contractor's services to their clients and

further agree to hold Ramsey County harmless for Contractor's liability to their clients under this Agreement.

8.26.5.

This provision does not affect the statutory requirement to seek county concurrence under Minnesota Statutes section 256B.092, subdivision 8a, when the services are to be purchased for a person with a developmental disability or under Minnesota Statutes section 245.4711, subdivision 3, when the service to be purchased are for an adult with serious and persistent mental illness.

8.27. Alteration

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and signed by both parties.

8.28. Entire Agreement

The written Agreement, including all attachments, represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or contracts, either written or oral. No subsequent agreement between the County and the Contractor to waive or alter any of the provisions of this Agreement shall be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.

9. Equal Employment Opportunity and Civil Rights

9.1.

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 Minn. Stat. §§299C.67 to 299C.71 and Minn. Stat. §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.

9.2.

The Contractor shall comply with any applicable licensing requirements of the Minnesota Department of Human Services in employment of personnel.

9.3.

The Contractor agrees that no qualified individual with a disability as defined by the Americans with Disabilities Act, 42 U.S.C. §§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. §794, under Executive Order No. 11914 (41FR17871, April 28, 1976) shall be:

9.3.1.

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

9.3.2.

Subject to discrimination in employment under any program or activity related to the services provided by the Contractor.

9.4.

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 above, then the County may cancel said Agreement as provided by the cancellation clause of this Agreement.

10. Third Party Beneficiary

10.1.

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.

10.2.

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.

10.3.

Payment for services provided by the Contractor to health plan recipient clients shall be the same as otherwise required by this Agreement.

10.4.

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.

10.5.

Except as provided in this section, 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. Minn. Stat. § 245.466, subd. 3; Minn. R. 9525.1870, subp. 2.

11. Extension

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.

Attachment A: Contracted Services

Overall Objective:

Administration of all functions of the Basic Sliding Fee (BSF) Child Care Assistance Program for Ramsey County pursuant to Minnesota, Chapter 119B. This program seeks to assist low-income parents in arranging and paying for safe, quality childcare. Through its resource and referral service, the program helps parents locate childcare that meets the family's needs.

Specific Tasks to be Performed:

Utilizing a state payment system for childcare assistance, the program establishes the amount that each family will contribute toward childcare and the amount that will be subsidized by the state.

The program employs approximately 9.43 full time equivalent (FTE) positions to manage an average of 200 cases per case manager at any point in time. More specifically, program staff assure that applications are complete, that families meet eligibility guidelines, authorize childcare payments to providers, track and re-coup overpayments to providers, and maintain a waiting list for services.

Specific activities associated with administration may be any or all of the following:

- determine eligibility for services,
- waitlist management for families waiting for services,
- case management for families receiving BSF benefits,
- processing and approval of provider payments,
- accurate file maintenance, and
- ensure program policy compliance and support program integrity.

Other activities may be added as policies impacting the BSF change.

Mandatory Requirements:

1) Contractor will participate in the development of the biennial Child Care Assistance Program County Fund Plan. To ensure consistency in countywide service delivery and to remain atop changing local, state, and federal policies, Contractor will also attend and participate in the following meetings/workgroups:

- the monthly Ramsey County Financial Assistance Services Child Care Assistance Program (CCAP) Service Team meetings,
- the Metro County meetings,
- the DHS/OIG Fraud Stakeholders Meetings, and
- other stakeholder meetings as appropriate regarding federal plan changes and other policy related opportunities.

Performance Measures – Evaluation and Reporting:

Objective	Indicator	Who Applied To	Time of Measure	Data Source	Obtained By	Performance Goal
Effectiveness:						
Ability of families to access childcare	Allocation from state is spent up to at least 90%	Families and children targeted	Annual	Narrative report and data	FASD Manager	90% - 100% of allocation
Efficiency:						
Accurate payments	Decrease in over or underpayments of BSF CCAP	Contractor	Bi-monthly	Narrative report and data	FASD Manager	TBD
BSF family eligibility determined on timely basis	Number of days applications for childcare are pending	Contractor	Bi-monthly	Narrative report and data	FASD Manager	TBD
Race Equity & Community Engagement:						
Develop and implement a plan to address racial equity for individuals receiving contracted services. The plan shall include steps the Contractor will take to address the specific needs of individuals, particularly individuals who are from underrepresented communities of color or American Indians.	Narrative Report	Contractor	N/A	N/A	Provider to e-mail service strategies report to Contract Manager.	N/A
Develop strategies to educate the community, in particular underrepresented Asian families and providers, regarding the services being provided and how to access services.	Narrative Report	Contractor	N/A	N/A	Provider to e-mail strategies report to Contract Manager.	N/A

	2022 Budget	2023 Budget
Revenue		
Government Contracts		
Total Revenue		
Expenses		
Salaries	\$ 459,141	\$ 461,231
Fringe Benefits	\$ 97,000	\$ 102,000
Contracted Services	\$ 1,500	\$ 1,418
Space Costs	\$ 39,442	\$ 43,900
Computers & Equipment	\$ 7,100	\$ 7,800
Supplies & Materials	\$ 5,300	\$ 5,300
Telecommunications	\$ 11,640	\$ 12,000
Printing & Copying	\$ 4,800	\$ 4,800
Conferences & Training	\$ 200	\$ 200
In-State Travel	\$ 200	\$ 200
Administration (13% Admin)	\$ 93,588	\$ 95,460
Total Expenses	\$ 719,911	\$ 734,309
Total Budget allowable	\$ 719,911	\$ 734,309
Diff.	\$ 0	\$ 0

BUDGET NARRATIVE

Salaries	9.43 FTE (.05 Direcotr, 1.0 Manager, 5.88 Case Manager, .75 Intake Specialist, 1.0 Billing Specialist, .5 Program Asst, .25 Front Desk)
Fringe Bene	Workers' Comp & FICA
Training	MN Financial Worker Conference Fees
In-State Tra	Staff travel and lodging to attend MN Financial Worker Conference
Supplies & M	Office Supplies and Postage/Shipping
Copying	Copying
Communica	Telecommunications charges
Equipment	Computer Upgrads/replacements & maintenance
Utilities/Spa	Occupancy, Insurance, Furniture/Fixtures, Building Maintenance, Records Facility Rental
Contracted	Continue electronic process work, Language Line