

Professional Services Agreement

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Workforce Solutions (WFS), 2266 2nd Street N., North St. Paul, MN, 55109 ("County") and Goodwill Industries, Incorporated, 553 Fairview Avenue North, Saint Paul, MN 55104, doing business as (DBA) Goodwill-Easter Seals Minnesota, registered as a Corporation in the State of Minnesota ("Contractor").

1. Term

1.1.

The original term of this Agreement shall be from January 01, 2021 through December 31, 2023 and may be renewed for up to one (1) additional two year period(s).

The full term of this agreement (including renewals) is 5 year(s), 0 month(s) and 0 day(s).

1.1.1.

Contract renewals shall be made by way of a written Amendment to the original contract and signed by authorized representatives.

2. Scope of Service

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

2.1.

2.1.1 Families Served

Contractor shall deliver quality, cost-effective, participant-effective, whole family and culturally competent services of up to 300 Family Stabilization Services (FSS) families at any point in time; if County is selected for inclusion in the NextGen evaluation, it will increase this caseload. WFS also retains the option to expand the population and numbers served. FSS families are characterized by a parent or caretaker who has been identified as FSS because the participant has one of the conditions listed below.

- Mental Illness
- Developmental Disability
- IQ below 80
- Learning Disability
- Illness, injury or incapacity
- Another member of the household is ill or incapacitated
- Another adult in the household has a serious and persistent mental illness, or a child in the household has a serious emotional disturbance

2.1.2. Service Delivery Strategies and Approaches

Families Achieving Success Today (FAST) is a highly collaborative program that is built upon partnerships that specialize in areas critical to participants in their endeavor in securing wellbeing and overall economic independence. In this collaboration, as funding allows and dependent on caseload size, WFS will provide FSS Employment Guidance Counselors (EGC), FSS EGC

supervision, along with children's mental health case management through Ramsey County Children's Mental Health. Additional supports through WFS include representation on the Oversight Committee and Evaluation.

Should County be included in the NextGen evaluation, FAST will be expanded to include resources for the successful bidder to add the staffing and services outlined in the Background section of this RFP under the heading: **Potential Future Expansion and Outside Evaluation.**

The Contractor shall provide the following services utilizing an interdisciplinary model with Minnesota Family Investment Program (MFIP) families on FSS:

- a. Use Individual Placement and Support (IPS) principles of consumer/individual choice including rapid engagement into job search, tailored employment plans and time unlimited supports and adhere to IPS fidelity practices;
- b. Use integrated services that include culturally responsive adult and children's mental health, health navigation, education and systems navigation, IPS placement specialist services, program coordination and case consultation all embedded into the traditional employment services model.
- c. During the term of the resulting contract, Contractor shall provide enough staff to meet the needs of WFS. The number of employees/subcontractors required for each position shall be determined by funding levels and the number of families enrolled. IPS fidelity identifies a maximum caseload of 20 for each IPS Placement Specialist.
- d. Provide career pathway and educational pathway planning for participants to obtain their GED and participate in relevant, short-term stackable credential employment training programs; and
- e. Include chemical health, domestic health, housing, school liaison, subsidized or unpaid work experience or services necessary to improve employment and family well-being outcomes.
- f. The Contractor will be responsible for case file management and data tracking of all participant activities in the Workforce One (WF1) system. Should the county be awarded NextGen or other additional funding from outside of MFIP, the contractor will be expected to collect and enter data into the NextGen database or a potential new database to satisfy the requirements of the funding source. These additional data would be collected to enhance the understanding of FAST through providing additional detail about each family's experience. Examples could include, but not be limited to: which staff person initiated a conversation about a particular employment opportunity, documentation of meetings attended, interviews with employers, job site tours and instances where FAST team members discuss a case with and/or without the family members present.
- g. The Contractor must:
 - Use a whole family approach;
 - Co-locate as many services as possible;
 - Foster coordinated referrals among agencies for participants through co-location & frequent case consultations;
 - Incorporate Motivational Interviewing (MI), Lifelong Learning Initiative (LLI) and Strength based service delivery practices;
 - Demonstrate integration and responsiveness to the cultural relevance and understanding of the participants served;

- Measure, maintain and strive to improve IPS fidelity;
- Establish an Oversight Committee with representatives from all scopes of services to continuously evaluate and improve services to families;
- Be able to work with employment counselors and families who represent a diverse array of backgrounds, cultures, ages, years of experience, etc.; and
- Demonstrate capacity and willingness to participate in outside evaluations, expansions or contractions to the service model and respond to recommendations from evaluations conducted by WFS or outside evaluations as directed by County.

2.1.3. Collaboration Expectations

- a. The Contractor shall collaborate with WFS FSS Employment Counselor Supervision and FSS Employment Counselors who provide participant case management.
- b. The Contractor shall also collaborate with Ramsey County Children's Mental Health to coordinate direct referrals and services for FAST families. This goal is achieved through assisting families in engaging in therapeutic support for their children, thus stabilizing families and enabling them to increase their stability and ultimately their income and exit from MFIP.
- c. The Contractor is expected to collaborate with the "Partners for Equity" organizations or additional specialized services WFS may fund to meet goals.
- d. The Contractor shall collaborate with community employers to help participants successfully obtain and retain employment.
- e. The Contractor shall collaborate internally within own agency and help participants access necessary referrals and resources.
- f. The Contractor shall create tangible partnerships with other community-based organizations to ensure that families are able to secure overall wellbeing and economic independence.
- g. The Contractor is required to participate in WFS sponsored evaluation and data collection projects as deemed necessary by WFS to improve program services and outcomes.

2.1.4. Integrated Multi-Disciplinary Service Delivery

- a. Integrated Service Delivery Definition: The Contractor is responsible for delivering integrated services to strengthen services and maximize efficiencies and resources. The delivery system is structured to support the Contractor's ability to respond to the participant/family needs in an efficient and economical manner. The purpose of using this service delivery method is to eliminate conflicting or competing goals for the participant and to develop one comprehensive plan that makes it easier for families to access and fully utilize.

Organizational integration must be both vertical and horizontal. Vertical integration involves establishing a single, unified and coordinated operation that includes the Contractor to be responsible for service deliveries. Horizontal organizational integration refers to inter-agency integration and collaboration with respect to shared clientele and can consist of sub-contract agreements, service agreements and/or communication protocols.

For the Contractor to be "integrated" rather than merely "connected" a set of governance, management, administrative and service-delivery processes and procedures must be developed and maintained throughout the delivery system, both vertically and horizontally.

- b. **Integrated Service Delivery Approach:** The Contractor is responsible for integrating culturally responsive adult and children's mental health services, health navigation for adults and children, IPS job placement and services necessary to improve employment and family well-being outcomes in collaboration with WFS EC and Ramsey County Mental Health children's case management. This integrated and multidisciplinary team approach will co-locate as many services as possible including WFS EC and Ramsey County Mental Health children's case management, resulting in service delivery that is comprehensive, coordinated and has full consideration of participant and family circumstances. Contractor must also have a clear plan to coordinate with any service provider that is not co-located and to ensure ease of access for participants and their families. Contractor is responsible to establish an Oversight Committee with representatives from all scope of services to continuously evaluate and improve services to families.
- c. **Evidence-Based Practices:** The service approach must include, at a minimum, MI, LLI and Strength-based service delivery models. Proposers are also encouraged to build in other evidence-based practices that are supported by research or show significant promise.

2.1.5. Performance Measures, Data Tracking and Evaluation Expectations

- a. The Contractor shall work with WFS and Health and Wellness Administration evaluation to refine performance measures. FAST performance will be measured using, IPS fidelity review, a bi-annual program evaluation and ongoing updates to the program evaluations. Participation and staff focus groups and/or surveys will be used as part of the ongoing evaluation of FAST. FAST success will also be measured using the County's MFIP report card including the following performance measures:

Program Outcomes	Purpose	Outcome Targets
1. Employment	Employment is the primary means to exit MFIP successfully or to become more self-sufficient, including FSS and those extended. All MFIP participants benefit from some employment.	A: 2% employed up to 19 hours a month
		B. 33% employed 20+ hours a month
		C: 22% employed 87+ hours a month
2. Job retention at 3 months	Sustained employment leads to improved self-sufficiency	90% of participants working and still on MFIP 3 Months later are employed at any level.
3. Three-year self-support index	Long-term exits off MFIP or working full-time lead to improved self-sufficiency.	78% are off MFIP and DWP or working full-time 3 years since on MFIP.
4. Increase family earned income, maintain	Increasing income is a key step towards self-sufficiency	A: income goals to be provided annually by the County

minimum full-time wages, or start earning income.		B: 25% of cases with no income in previous quarter earning \$10 or more per month in new quarter.
5. Participants exiting MFIP With Income.	Ultimate goal of MFIP is leaving with income.	10% of cases are off MFIP for three consecutive months with at least minimum wage.
6. Participants with open employment plan (EP).	The development of EPs gives direction and a road map to participants.	A: 80% of all participants with EP within 90 days of enrollment.
		B: 85% of all participants with EP within 120 days of enrollment.
7. Participants engaged in activities	All participants, including FSS, benefit from being actively engaged in activities.	90% of all participants with 3 or more hours per month of activities
8. Education is pursued for all ages	Education is a fundamental prerequisite for self-sufficient income.	A: Increase of 3 percentage points from previous quarter or 22% of participants without a HS diploma/GED are engaged in at least 87 hours per month of high school or GED activities.
		B: Increase of 1 percentage point from previous quarter or 5% of participants without a High School diploma or GED complete a GED or HS diploma certificate during a quarter.
9. Certificates	Certificates are important milestones on a participant's career pathway leading to employment outcomes and self-sufficiency.	A: Increase of 3 percentage points from previous quarter or 22% of participants engaged in at least 87 hours per month of training activities, up to 12 months and 13+.
		B: 5% of participants complete a certificate during a quarter.

- b. In addition to the quarterly report card, specific outcomes will be defined with the Contractor, WFS and Health and Wellness Administration evaluation team. Measures could include the Self Support Index, hours of paid employment, earnings and income, exits from MFIP with income, length of sustained active employment, level of engagement (increase in any activity hours), education enrollments and achievements, the Employability Measure and family well-being. Outcomes for family well-being could include:

Economic Security: Finding and retaining employment, other source of income if unable to work, adult education and work skills, enough food, stable & safe housing, ability to afford basic utilities, transportation, childcare.

Family Stability: Child education, financial literacy, parenting skills, family conflict resolution skills, support network, resolved legal issues.

Healthy Living: Safe community, access to healthcare, access to healthy foods, management of chronic illness including mental health and/or substance abuse.

- c. The Contractor shall cooperate with all evaluation efforts and program studies. The County will cooperate with/aid the Contractor, as the County deems necessary and per the Contractor's request, with technical assistance related to the collection of data and reporting mechanisms.
- d. The Contractor will be responsible for case file management and data tracking of all participant activities in the WF1 system. Where WF1 is inadequate or otherwise unable to be used for FAST specific data, Contractor will work with WFS to develop a secure database for data entry and management of these unique data where it can be stored, managed and shared at regular intervals with WFS program evaluators.

2.1.6. Budgetary Requirements

- a. The actual MFIP FAST 2021 – 2023 budget is subject to adjustments and negotiations made necessary by the future adopted biennial County Budgets and funding available from DHS for the MFIP consolidated block grant. WFS reserves the right to increase or decrease the budget based on funds available in the system and the number of clients needing our services.
- b. Selected Contractor's underspending at the end of the contract year will automatically revert to the County. WFS reserves the right to pull back funds due to underspending at any time during any contract year and re-allocate funds.
- c. To demonstrate a shared commitment with WFS, Contractor is expected to contribute supplementary funding and resources to the project through the mechanisms of foundation support, in-kind contributions, building collaborations, and fundraising.
- d. Selected Contractor will be considered sub-recipients of federal funds and subject to complying with Code of Federal Regulations (CFR)/Grant Regulations. Sub-recipient status means that Contractor is subject to a single audit requirement under federal law and is thus subject to the Office of Management and Budget circulars that would be appropriate for the Contractor. The Catalog of Federal Domestic Assistance (CFDA) number for MFIP Consolidated Funds and MFIP Innovation Funds is 93.558.

2.1.7. Training Requirements

- a. As applicable, Contractor will be required to attend DEED training on the use of the WF1 database before beginning to provide services. Training is provided several times during the year. Once initial training has occurred, the Contractor will be responsible for insuring that all new staff members receive training in the use of the WF1 before providing services.
- b. As applicable, assigned staff to Contractor will be required to complete policy training provided by the Department of Human Services (DHS) and by WFS.

- c. Contractor staff must comply with the requirements of the Minnesota Government Data Practices Act and applicable regulations and must maintain documentation showing each staff's annual completion of the HIPAA examination regulations if and when applicable
- d. Contractor must ensure that each counselor receives basic MI training and intermediate level MI training, participate in ongoing Coaching Circles and make available beginner and intermediate Coaching Training provided by staff who are trained as trainer experts.
- e. Contractor is required to develop coaches to conduct MI and Coaching Training, both of which can be done by the same staff during the Coaching Circles.
- f. Contractor must ensure that frontline staff, managers and supervisors attend all County sponsored trainings and all new staff receive training materials within thirty (90) days of hiring.
- g. Contractor must ensure that their management staff implement the training subject matter within thirty (30) days of the training and provide progress reports upon request to the WFS staff assigned to supervise the Contractor.
- h. Contractor must notify WFS of all staff changes including new hires, terminations or transfers of frontline and management staff within fourteen (14) days of the staff change.
- i. Upon receipt of new or revised program policies and procedures from DHS or WFS, the Contractor's management is expected to communicate all policy and procedure changes to staff and develop an immediate plan of action to implement the changes.
- j. Contractor shall use WFS authorized forms and reports listed on the WFS Providers Webpage.

2.1.8. Technology Requirements

- a. The Contractor is responsible for all technical assistance necessary to maintain all software and hardware used to provide MFIP-ES, including virus protection and firewalls.
- b. In addition to complying with Data Practices and Security requirements detailed in the County's general terms and conditions, the Contractor must comply with the County's encryption requirements whenever participants' private, confidential, or sensitive data is sent and received electronically. The encryption services must be compatible with the County's encryption service (Office 365) or have the capacity to send and receive Transport Layer Security (TLS) encryption messages through the Contractor's server. All costs related to implementing encryption services are at the Contractor's expense.
- c. The Contractor is responsible for obtaining, at its own expense, the following software and hardware:
 - i. Operating System: Microsoft Windows current version or the previous version.
 - ii. Office Suite: Microsoft Office current version or the previous version to include Word, Excel and Outlook applications at minimum.
 - iii. Adobe Reader: current version or the previous version.
 - iv. Computer Hardware: minimum hardware requirements recommended by Microsoft for the Operating System and Office Suite versions being used.
 - v. Web Browser: Microsoft Internet Explorer current version or the previous version recommended by Microsoft for the Operating System being used.
 - vi. Connectivity: Broadband Internet connection with enough throughput to facilitate WF1 use by all staff.
- a. Document scanning capability and utilization of the Electronic Document Storage (EDS) in WF1 to upload and store MFIP case file documents. MFIP files must be centrally located in EDS WF1

so they are easily accessible by all parties who are monitoring and providing services to MFIP recipients.

2.1.9. Communications & Marketing Requirements

- a. All publications or presentations related to the Purchased Services and produced by the Contractor must be pre-approved and shall include WFS's new logo and the statement, "...funded by [or "funded in part by", as appropriate] Workforce Solutions, a department of Ramsey County, a proud partner of CareerForce." WFS shall provide the Contractor with an electronic version of WFS's logo.
- b. All information released to the media regarding the Purchased Services shall state that the program is, "...sponsored and administered by Workforce Solutions, a department of Ramsey County, and operated under contract by" the Contractor.
- c. All brochures, publications, presentations, media releases and other written materials produced by the Contractor relating to Purchased Services must be pre-approved by WFS management or planning staff.
- d. If the Contractor applies for or partners with other agencies for grant funding that involve data or information about the population served through the Purchased Services, the Contractor agrees to notify WFS thirty (30) days in advance of the grant application. If the Contractor desires to conduct or publish any research, or to speak or present at professional conferences, involving such data, the Contractor agrees to notify WFS thirty (30) days prior to conducting or publishing such research or applying to present at any conferences.
- e. The Contractor must notify WFS a minimum of thirty (30) days in advance when facilitating workshops, seminars, conferences or webinars and participating in research or research studies relating to Purchased Services. The distribution of publications pertaining to programs or project outcomes and evaluation results directly related to Purchased Services must be pre-approved by WFS management staff.

2.1.10. Monitoring Requirements

- a. WFS reserves the right to monitor files for each Contractor, require Contractor to provide results of internal monitoring to WFS bi-monthly, conduct at least monthly continuous improvement reviews, and require improvement plans when appropriate.
- b. The Contractor shall submit annual racial equity plans to include the development and implementation of measurable actions and services to achieve racial equity; plans should establish racial equity as a key value, build staff and organizational capacity, and operationalize actions through implementation of new tools of decision-making and accountability.
- c. The Contractor shall maintain 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 WFS. All financial transactions must have supporting documentation.
- d. The Contractor shall maintain an accounting policy and procedure manual as part of a sound financial accounting system.

2.1.11. Background Check Requirements

1. The Contractor shall ensure it has a Background Studies policy in place and shall perform background studies on all staff, volunteers and contractors who may have contact with clients or client families. Contractor shall maintain records of completed and passed background studies. Contractor's background studies policies and records of completion shall be made available to WFS upon request.

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 the following unit rates:
Budget described in Attachment A, which is attached and made a part of this Agreement.

5. Special Conditions

5.1.

Ramsey County reserves the right, during the term of this contract, to add similar services via written amendment to accommodate accidental omissions, unforeseen service needs, and/or new service offerings.

6. General Contract/Agreement Terms and Conditions

6.1. Payment

6.1.1.

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

6.1.2.

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

6.2. Application for Payments

6.2.1.

The Contractor shall submit an invoice based on a negotiated payment schedule. Each billing must consist of an invoice. No payment will be made until the invoice has been approved by the County.

6.2.2.

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

6.2.3.

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.

6.2.4.

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.

6.2.5.

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

6.2.6.

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.

6.3. 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.

6.4. Successors, Subcontracting and Assignment

6.4.1.

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.

6.4.2.

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.

6.4.3.

The Contractor shall not enter into any subcontract for performance of any services under this Agreement without the prior written approval of the County. The Contractor shall be responsible for the performance of all subcontractors.

6.5. Compliance With Legal Requirements

6.5.1.

The Contractor shall comply with all applicable federal, state and local laws and the rules and regulations of any regulatory body acting thereunder and all licenses, certifications and other requirements necessary for the execution and completion of the contract.

6.5.2.

Unless otherwise provided in the agreement, 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, including registration to do business in Minnesota with the Secretary of State's Office.

6.6. Data Practices

6.6.1.

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.

6.6.2.

The Contractor designates Dr. Michael Wirth-Davis 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.

6.6.3.

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.

6.7. Security

6.7.1.

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.

6.7.2.

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.

6.7.3.

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.

6.7.4.

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.

6.7.5.

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

6.8. HIPAA Compliance

6.8.1.

The Contractor agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA, public law #104-191) and its amendments. The Contractor also agrees to comply with the HIPAA Privacy requirements, the HIPAA Standards for Electronic Transactions, the HIPAA Security requirements, the HIPAA Enforcement Rule, the HIPAA Breach Notification requirements, and any other applicable HIPAA laws, standards and requirements now or as they become law, including any future guidance issued by the Secretary of Health and Human Services.

6.9. 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.

6.10. Contractor's Insurance

6.10.1.

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.

6.10.2.

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.

6.10.3.

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.

6.10.3.1.

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.

6.10.3.2.

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.

6.10.4.

Professional liability of no less than \$1,000,000 per claim and \$2,000,000 aggregate limit.

6.10.4.1.

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.

6.10.4.2.

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.

6.10.5.

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

6.10.6.

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.

6.10.7.

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.

6.10.8.

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.

6.10.9.

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.

6.10.10.

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-.

6.10.11.

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.

6.10.12.

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.

6.10.13.

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

6.10.14.

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.

6.11. 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.

6.12. 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:

Amy Green, 2266 2nd Street N., North St. Paul, MN, 55109

Contractor:

Sheila Olson, 552 Fairview Avenue North, Saint Paul, MN, 55104

6.13. 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.

6.14. 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.

6.15. 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.

6.16. 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.

6.17. 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.

6.18. 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.

6.19. Termination

6.19.1.

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.

6.19.2.

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.

6.19.3.

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.

6.20. Interpretation of Agreement; Venue

6.20.1.

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.

6.20.2.

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.

6.21. 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.

6.22. Infringement

6.22.1.

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.

6.22.2.

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 injunction 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.

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

6.23.1.

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.

6.23.2.

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.

6.23.3.

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.

6.23.4.

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.

6.23.5.

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.

6.24. 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.

6.25. 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.

6.26. 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.

6.27. 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.