



Client Services Agreement

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Social Services, 121 7th Place East, Mail Stop 5100, Saint Paul, MN 55101 ("County") and Regions Hospital, 640 Jackson Street, St. Paul, MN 55101, registered as a Nonprofit Corporation in the State of Minnesota ("Contractor").

1. Term

1.1.

The original term of this Agreement shall be from May 12, 2026 through May 11, 2029 and may be renewed for up to two (2) additional one 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.

- A. Regions shall provide medical, technical, and services staff to observe, evaluate, diagnose, care for, treat, and confine persons who are referred to Regions (1) as mentally ill, mentally ill and dangerous, developmentally disabled, and/or chemically dependent pursuant to the provisions of Minnesota Statutes Ch. 253B ("Minnesota Commitment and Treatment Act") or (2) under Rule 20 of the Minnesota Rules of Criminal Procedure ("Mentally Ill or Cognitively Impaired Defendants").
- B. Regions will admit and provide inpatient hospital care to patients referred under subsection 2.1.A. as long as (1) the patient meets Regions' criteria for inpatient admission and (2) Regions has an inpatient bed or jail cell available.
- C. Regions acknowledges that some patients referred to it under this Agreement will require placement in a secure setting. Regions will provide facilities that can be locked at all times and have windows designed so that such patients may not escape through them. In addition, Regions shall at all times provide two jail cells for security purposes and provide routine

security of ingress and egress for all patients being admitted in those cells under this Agreement. Ramsey County must provide law enforcement personnel to provide security 24 hours a day for any patient who is in the custody of the Ramsey County Sheriff's Office when brought to Regions.

- D. Regions will keep male patients in rooms separate from female patients.
- E. Regions will be licensed by the State of Minnesota and accredited by the Joint Commission International as a hospital and for all services provided under this Agreement.
- F. Regions will provide the following special administrative and overhead services to persons involved in civil commitment proceedings:
 - 1. Prepare reports associated with petitions; including Exhibit A of civil commitment documents; the reporting requirements are listed in Attachment A, Contracted Services Reporting Requirements, and made part of this Agreement;
 - 2. Complete psychosocial assessments;
 - 3. Prepare pretrial reports;
 - 4. Prepare discharge summaries and addenda to discharge summaries;
 - 5. Provide physician and staff consultation, recommendations and physician/staff testimony as needed for commitment proceedings;
 - 6. Keep medical records for individual patients;
 - 7. Provide medical records for individual patients as needed for commitment proceedings pursuant to properly authorized court orders and subpoenas;
 - 8. Provide information to patients, relatives and legal counsel as permitted or required by law.
- G. Regions shall provide ten (10) days prior written notice to the County if it is unable to, or reasonably expects it will be unable to, provide the required quality or quantity of Purchased Services required by this Agreement. Upon such notification, the County shall determine whether such inability will require modification or cancellation of this Agreement.
- H. Notwithstanding anything in subsections A-G above, the scope of services Regions is required to provide under this Agreement is expressly limited as follows:
 - 1. Regions is not required to admit any patient who does not meet Regions' criteria for in-patient admission to its facility or if it does not have psychiatric beds available.
 - 2. Regions may discharge any patient when that patient has met Regions' criteria for discharge from hospitalization regardless of the patient's Civil Commitment or Rule 20 status, except when a patient is under a judicial hold order under Minn. Stat. § 253B.07, subd. 2b. Regions will consult with appropriate County personnel when making such discharges. When the patient is under Rule 20 status, Regions shall release the patient pursuant to the Criminal Court order. If the order maintains a criminal hold on the patient, the

patient shall be discharged in custody to the Ramsey County Law Enforcement Center.

3. Regions does not and is not required to provide services to restore a patient to competency to stand trial under Rule 20 and may discharge a Rule 20 patient who has met discharge criteria even if the patient remains incompetent to stand trial except when a patient is under a judicial hold order under Minn. Stat. § 253B.07, subd. 2b. When the patient is under Rule 20 status, Regions shall release the patient pursuant to the Criminal Court order. If the order maintains a criminal hold on the patient, the patient shall be discharged in custody to the Ramsey County Law Enforcement Center.
4. Regions need not give priority to any patient receiving services under this Agreement over any other Regions patient.

2.2.

During the term of the contract, the County reserves the right to add similar in scope goods/services, via written amendment, to accommodate accidental omissions, unanticipated needs, or new offerings.

2.3.

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.

2.4.

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 complete services no later than May 11, 2029.

4. Cost

4.1.

The County shall pay the Contractor a not to exceed amount of \$ 4,992,500.00 over the life of the contract according to the agreed to rates.

4.2.

The County shall pay the Contractor the following unit rates:
998,500 per year.

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.

Accreditation/Licensure

1. During the term of this Agreement, the Contractor agrees to comply with all state licensing standards, all applicable accreditation standards, and any other standards or criteria established by the County to assure quality services.
2. Failure to meet such standards may be cause for cancellation of this Agreement. Notwithstanding any other provision of this Agreement, such cancellation may be effective as of the date of such failure.
3. Loss of any applicable state license by the Contractor shall be cause of cancellation of this Agreement. Notwithstanding any other provision of this Agreement, such cancellation shall be effective as of the date of such loss.
4. The Contractor shall notify the County within five (5) working days of any change of personnel in the office of Executive Director.

6.2

Audit/Disclosures

A. Program Record Retention

The Contractor shall:

1. Allow personnel of the County, the Minnesota Department of Human Services, and/or the Minnesota Department of Health, access to the Contractor's facility, and access to and the right to copy records at reasonable hours to exercise their responsibility to monitor authorized services under this Agreement.
2. Maintain all program records pertaining to this Agreement at 640 Jackson Street, Saint Paul, Minnesota 55101, for five (5) years for audit purposes.
3. Comply with policies of the Minnesota Department of Human Services regarding services recording and monitoring procedures.

B. Audit

The Contractor will make best efforts to provide the County with the most recent audited financial statement upon request

C. Reporting Requirements

The Contractor agrees to inform the County in writing of any changes that pertain to Regions Behavioral Health services promptly or within five (5) business days after its occurrence, including but not limited to:

1. Ownership
2. Organizational Chart
3. Licensed Service Site Locations

6.3

Drug Abuse Prevention, Treatment, and Rehabilitation Act Compliance

1. Contractor agrees to comply with the requirements and restrictions of the Drug Abuse Prevention, Treatment and Rehabilitation Act, codified at 42 USC 290dd-3, 42 USC290ee-3 and 42 CFR Part 2.
2. All parties further agree that the Contractor and its services under this Agreement also meet the definition of a Qualified Service Organization (QSOA) under 42 CFR Part 2. Electronic approval of this contract also constitutes approval of the QSOA which is attached and made a part of this Agreement as Exhibit 1.

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. Contracting for Equity

8.1. Commitment to Advancing Racial Equity

The county is committed to advancing racial equity for its residents. The commitment is captured in the county's Advancing Racial Equity policy which states that "Racial equity is achieved when race can no longer be used to predict life outcomes, and outcomes for all are improved."

Consistent with the Advancing Racial Equity policy, contractors will take all reasonable measures to advance racial equity during contract performance. Contractors will recognize and acknowledge this requires deconstructing barriers and changing systems, structures, policies and procedures. Contractors will be equitable, inclusive, transparent, respectful and impactful in serving and engaging residents. Contractors will have meaningful and authentic engagement with community and employees to strengthen the administration, development and implementation of policies and procedures to advance racial equity and ensure that all residents in need have awareness of and access to contracted services.

Please review Ramsey County's [Advancing Racial Equity policy](#) to learn more about Ramsey County's commitment to racial equity.

8.2. Non-Discrimination (In accordance with Minn. Stat. § 181.59)

Contractors will comply with the provisions of Minn. Stat. § 181.59 which require:

"Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees:

(1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;

(2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;

(3) that a violation of this section is a misdemeanor; and

(4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract."

8.3. Equal Employment Opportunity and Civil Rights

8.3.1.

Contractors agree 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. Contractors 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.

8.3.2.

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

8.3.3.

Contractors shall agree 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:

8.3.3.1.

Denied access to or opportunity to participate in or receive benefits from any service offered by contractors under the terms and provisions of this agreement; nor

8.3.3.2.

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

8.3.3.3.

If it is discovered that a 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.

8.4. Diverse Workforce Inclusion Resources

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

1. <http://www.ramseycounty.us/jobconnect>
2. <http://www.ramseycounty.us/constructionconnect>

Job Connect and the Construction Connect 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 Connect is an online and in-person network dedicated to the construction industry. Construction Connect connects contractors and job seekers with employment opportunities, community resources and skills training related to the construction industry. Construction Connect is a tool for contractors to

help meet diversity hiring goals. Additional assistance is available through askworkforcesolutions@ramseycounty.us or by calling 651-266-9890.

9. General Contract/Agreement Terms and Conditions

9.1. Payment

9.1.1.

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

9.1.2.

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

9.2. Application for Payments

9.2.1.

The Contractor shall submit an invoice once a month..

9.2.2.

Invoices and supporting documentation, including client identifier information, shall be submitted in a manner as set forth below. Electronic invoices are preferred. Invoices may also be submitted by email or mail:

E-mail -- submit invoices to HWST.Vendor@co.ramsey.mn.us. E-mailed invoices and supporting documentation shall include encryption if private client information is included.

Mail -- submit invoices to:

Accounts Payable
Ramsey County Health and Wellness Division of Fiscal Services
121 7th Place East, Suite 3000
St. Paul, MN 55101

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

9.2.3.

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

9.2.4.

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.

9.2.5.

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.

9.2.6.

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

9.2.7.

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.

9.3. 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.

9.4. Successors, Subcontracting and Assignment

9.4.1.

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.

9.4.2.

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.

9.4.3.

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.

9.5. Compliance With Legal Requirements

9.5.1.

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.

9.5.2.

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:

9.5.2.1.

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.

9.5.2.1.1.

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.

9.5.2.1.2.

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

9.5.2.1.2.1.

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

9.5.2.1.2.2.

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

9.5.2.1.2.3.

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

9.5.2.2.

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.

9.5.2.3.

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.

9.5.2.4.

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.

9.5.2.5.

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.

9.5.3.

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.

9.6. Data Practices

9.6.1.

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.

9.6.2.

The Contractor designates Christine Boese 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.

9.6.3.

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.

9.7. Security

9.7.1.

The Contractor is required to comply with all applicable Ramsey County Information Services Security Policies ("Policies"), as published by Information Services Information Security. The Policies are posted at <https://www.ramseycounty.us/businesses/doing-business-ramsey-county/contracts-vendors/information-security-policies-vendors>.

9.7.2.

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.

9.7.3.

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.

9.7.4.

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.

9.7.5.

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

9.8. HIPAA Compliance

9.8.1.

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.

9.9. 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.

9.10.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.

9.11.Contractor's Insurance

9.11.1.

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.

9.11.2.

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.

9.11.3.

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

9.11.3.1.

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.

9.11.4.

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

9.11.4.1.

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.

9.11.4.2.

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.

9.11.5. Workers' Compensation

Contractor certifies it is in compliance with Minnesota Statutes Ch. 176 (Workers' Compensation). The Contractor's employees, subcontractors and agents will not be considered County employees. Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota.

Required minimum limits of \$500,000/\$500,000/\$500,000. Any claims that may arise under Minnesota Statutes Ch. 176 on behalf of these employees, subcontractors or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees, subcontractors or agents are in no way the County's obligation or responsibility.

If Minnesota Statute 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State of Minnesota, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements. If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the County with a certificate of insurance.

9.11.6.

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.

9.11.7.

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.

9.11.8.

If the contractor is driving on behalf of the County but not transporting clients as part of the contractor's services under this contract, a minimum of \$500,000 combined single limit auto liability, including hired, owned and non-owned.

9.11.9.

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, professional liability and umbrella liability insurance required of the Contractor under this Agreement.

9.11.10.

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 and/or certificates of insurance shall be submitted to the County upon written request and within 10 business days.

9.11.11.

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

9.11.12.

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.

9.11.13.

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.

9.11.14.

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

9.12.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.

9.13.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:

Contract Administration - 121 7th Place East, Mail Stop 5100, Saint Paul, MN 55101

Contractor:

Christine Boese, Regions Hospital, 640 Jackson Street, St. Paul, MN 55101

9.14.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.

9.15.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.

9.16.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.

9.17. 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.

9.18. 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.

9.19. 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.

9.20. Termination

9.20.1.

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.

9.20.2.

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.

9.20.3.

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.

9.21. Interpretation of Agreement; Venue

9.21.1.

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.

9.21.2.

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.

9.22. 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.

9.23. Infringement

9.23.1.

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.

9.23.2.

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.

9.24. 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.

9.25. Lead County Contract

9.25.1.

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.

9.25.2.

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.

9.25.3.

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.

9.25.4.

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.

9.25.5.

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.

9.26.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.

9.27.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.

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.

Attachment A: Contracted Services Reporting Requirements

PERFORMANCE MEASURES – EVALUATION AND REPORTING:

Objective	Indicator	Who Applied To	Time of Measure	Data Source	Obtained By	Performance Goal
Effectiveness:						
Court Holds and Emergency Hospitalizations	<ul style="list-style-type: none"> - Number of court holds and emergency hospitalizations. - Provide length of stay for each patient needing court hold. - Conditions of stay (diagnosis) - Client demographics (race, ethnicity, age, gender) 	Patients receiving contracted services	Semi-annual: March-August and September-February	Referral Report	Contractor to e-mail report to Contract Manager and Social Services Department Director 30 days after reporting period by October 31st and March 31 st .	N/A
Commitments	<ul style="list-style-type: none"> - Number of commitments 	Patients receiving contracted services	Semi-annual: March-August and September-February	Referral Report	Contractor to e-mail report to Contract Manager and Social Services Department Director 30 days after reporting period by October 31st and March 31 st .	N/A
Race Equity:						
Contractors to identify clients by age, race, gender.		Patients receiving contracted services	Semi-annual: March-August and September-February	Referral Report	Contractor to e-mail report to Contract Manager and Social Services Department Director 30	N/A

Attachment A: Contracted Services Reporting Requirements

					days after reporting period by October 31st and March 31 st .	
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STATE OF MINNESOTA
COUNTY OF RAMSEY

DISTRICT COURT
SECOND JUDICIAL DISTRICT
PROBATE DIVISION

COURT FILE NO. _____

In the Matter of the Civil Commitment of:

(Respondent)

EXHIBIT A

The following observations of the patient's behavior provide a factual basis for believing the patient is: _____ mentally ill, _____ developmentally disabled, _____ chemically dependent (check all that apply), and in need of hospitalization.

Person completing Exhibit A:

Name (Print) _____

Title: _____

Signature: _____

Date: _____

EXHIBIT 1
QUALIFIED SERVICE ORGANIZATION AGREEMENT (QSOA)

The Ramsey County Social Services Department (“Program”) and Regions Hospital (“Qualified Service Organization” or “QSO”) hereby enter into a Qualified Service Organization Agreement (“QSOA”) whereby QSO agrees to provide substance abuse and/or Core services to Program clients. Program requires specific data and information related to substance abuse and/or Core services and this QSOA is established to adequately meet the terms of the contract between QSO and Program.

Furthermore, Program and Service Organization:

1. acknowledge that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information received from Program or QSO identifying or otherwise relating to the Program’s clients (“protected information”), they are fully bound by the provisions of the federal regulations governing the Confidentiality of Substance Use Disorder Patient Records, 42 C.F.R. Part 2; and the Health Insurance Portability and Accountability Act (HIPAA), 45 C.F.R., Parts 160, 162 and 164, and may not use or disclose the information except as permitted or required by this Agreement or by law;
2. agree to resist any efforts in judicial proceedings to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Substance Use Disorder Patient Records, 42 C.F.R. Part 2; and
3. agree to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information.