Request for Proposals for Non-Emergency Medical Transportation

Date of Publication: March 24, 2016

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I. Introduction

A. Purpose of Request

On behalf of the Wright County Human Services Board, the Wright County Health and Human Services Department (WCHHS) is soliciting proposals from qualified entities that have the capacity to provide non-emergency medical transportation (NEMT) coordination services to Wright County residents. This Request for Proposal is to gather information helpful to the Wright County Health and Human Services Board with respect to the purchase of services, but it is not to be construed as an official and customary request for bids.
The Department will be selecting a vendor who can provide transportation coordination services to clients who reside in Wright County. Clients would include persons who are on Minnesota Care or Medical Assistance with a fee for service delivery system. Also included are a limited number of PMAP clients who may receive reimbursement for travel expenses for medical care via a fee for service delivery system.

B. Objective of this RFP
The objective of this RFP is to contract with a qualified responder(s) to perform the tasks and services set forth in this RFP. The term of any resulting contract is anticipated to be for 18 months, from July 1, 2016 until December 31, 2017, with the option for annual renewal thereafter.

Proposals must be submitted by 4:00 p.m. Central Time on April 15, 2016. This RFP does not obligate Wright County Health and Human Services to award a contract, and Wright County Health and Human Services reserves the right to reject any and all proposals. All costs incurred in responding to this RFP will be borne by the responder. Although this RFP establishes the basis for Responder Proposals, the detailed obligations and additional measures of performance will be defined in the final negotiated contract.

Interested responders are highly encouraged to submit any questions by April 1, 2016. Please e-mail questions regarding this RFP to Sue.Gillman@co.wright.mn.us. Wright County staff will provide answers to questions by e-mail as soon as possible.

More information regarding the WCHHS requirements is available on the Minnesota Health Care Programs Provider Manual under transportation services.

II. Scope of Work

A. Overview - Eligible Responders
This RFP is open to potential vendors providing service to all areas Wright County, Minnesota. The selected vendor for transportation coordination must:
1. Have a documented successful history of providing these services to clients, a documented successful history of working with public entities, and a documented successful history of working with other providers to develop and provide transportation services;
2. Not be a provider of transportation services, but have the ability to develop a network of contracted transportation providers;
3. Possess or demonstrate the ability to obtain an agreement with the Minnesota Department of Human Services (DHS) for operation and reimbursement to their contracted providers;
4. Possess or demonstrate the ability to meet the insurance and other requirements listed in Attachment A.
5. Demonstrate ability to comply with all data privacy requirements.

B. Tasks - Deliverables
Eligible applicants must, at a minimum, have the capacity to provide the following services will:

1. Establish and maintain a call center for Wright County clients to handle calls during business hours as well as after hours. The call center must handle and direct client calls. This includes client education regarding services, payment streams, rights and responsibilities, process and consequences. It would also include referral to 911 or emergency ambulance service if needed. Wright County authorizes approximately 900 client rides per month.
2. Verify clients’ eligibility for services including a screening procedure, determination of client’s level of need for NEMT services, enrollment in a health plan or MA with a fee for service delivery system, place of residence, etc.

3. Exploration of various transportation options and determination of lowest-cost options for each client.

4. Maintain a ridership database

5. Arrange transportation, provide trip authorization and insure that rides are dispatched. This includes any trips that are for out-of-state travel, airfare, lodging, meals, etc. as well as public transportation. Pick-up and delivery times must be reasonably convenient for clients.

6. Have a system in place to determine client satisfaction, including timely handling and responding to complaint calls from clients, contractors, county workers, etc. This includes participation in any client appeals.

7. Maintain a network of transportation providers sufficient to handle needs for all non-emergency medical transportation for Wright County clients. This includes established procedures for contracting with new providers, monitoring provider compliance, ensuring that vehicles meet safety requirements and are certified, and insuring that required background checks and training are performed for all drivers.

8. Maintain a network of volunteer drivers sufficient to handle needs for senior transportation to medical facilities and pharmacies for Wright County clients who are 60 years old or older without other means of transportation and not eligible for MA non-emergency medical transportation. This includes established procedures for contracting with new providers, monitoring provider compliance, ensuring that vehicles meet safety requirements and are certified, and insuring that required background checks and training are performed for all drivers.

9. Have established procedures in place to prevent and detect fraud, waste and abuse of NEMT, including the ability to verify and audit trips. Provide indemnification against NEMT fraud for Wright County.

10. Work closely with Wright County Health and Human Services and federal agencies to improve service quality and accessibility

11. Generate required reports for Wright County and other entities. This includes complying with all reporting requirements, documentation of quality assurance, trends and performance.

12. Create and maintain all required documentation for trips submitted for reimbursement.

13. Have the capability to bill claims directly to the Minnesota Department of Human Services and assume responsibility for un-claimable costs

14. Provide information and participation in any federal or WCHHS audit of transportation services as requested by Wright County.

Regarding the first deliverable above, contracts under this RFP will include a standard provision allowing either party to cancel the contract at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the vendor will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

III. Proposal Format

Proposals must conform to all instructions, conditions, and requirements included in the RFP. Responders are expected to examine all documentation and other requirements. Failure to observe the terms and conditions in completion of the proposal are at the responder’s risk and may, at the discretion of Wright County Health and Human Services, result in disqualification of the proposal for non-responsiveness. Acceptable proposals must agree to provide all deliverables identified in Section II - Scope of Work and agree to the contract conditions specified throughout the RFP. Emphasis should be on completeness and clarity of content.
A. Required Proposal Contents

Responses to this RFP must consist of all of the following components (See following sections for more detail on each component). Each of these components must be separate from the others and uniquely identified.

1. Table of Contents

2. Proposal Requirements

   a. Executive Summary
   b. Description of the Applicant Agency
   c. Project Goals and Objectives
   d. Project Activities and Implementation Plan
   e. Evaluation Plan
   f. Budget Proposal
   g. Professional Responsibility
   h. Financial Responsibility

3. Required Statements

   a. Responder Information and Declarations
   b. Exceptions to Terms and Conditions
   c. Affidavit of Non-collusion
   d. Trade Secret/Confidential Data Notification
   e. Submission of Certified Financial Audit, IRS Form 990, or Most Recent Board-Reviewed Financial Statements
   f. Disclosure of Funding Form

4. Appendix

Any other additional information thought to be relevant, but not applicable to the prescribed format, may be included in the Appendix of your Proposal.

B. Proposal Requirements

The following will be considered minimum requirements of the proposal. Emphasis should be on completeness and clarity of content.

1. Executive Summary: This component of the proposal should demonstrate the responder’s understanding of the services requested in this RFP and any problems anticipated in accomplishing the work. The Executive Summary should also show the responder’s overall design of the project in response to achieving the deliverables as defined in this RFP. Specifically, the proposal should demonstrate the responder’s familiarity with the project elements, its solutions to the problems presented and knowledge of the requested services.

2. Description of the Applicant Agency: This section must include information on the programs and activities of the agency, the number of people served, geographic area served, staff experience, and/or programmatic accomplishments. Include reasons why your organization is capable to effectively complete the services outlined in the RFP. Include a brief history of your organization, capacity, number of employees, visions, goals, philosophy of services and all strengths that you consider are an asset to your program. The responder should demonstrate the length, depth and applicability of all prior experience in providing the requested services. Letters of reference may be included. The responder should also demonstrate the skill and experience of lead staff and designate a project manager with experience in planning and providing the proposed services. Applicants must also list all
licenses and certifications which are held by the applicant entity and its contracting organizations (DCOs). The following general information must also be provided:

- Business Name
- Business Address
- Home Office Address (if different from business address)
- Business Telephone
- Business Fax
- Contact Person and Title (Project Manager)
- Email
- Name and Title of Person Authorized to sign a Contract for your business
- Organizational Structure: Sole Proprietorship, Partnership, For Profit Corporation, Non-Profit Corporation, LLC, Other (Specify).
  - If Partnership, identify all partners
  - If you are incorporated or organized as an LLC provide your articles of incorporation or organization, bylaws, names of current directors, organizers, members and officers.
- Complete Organizational Chart for your organization

3. Project goals and objectives: This section should clearly define and discuss the how you would provide NEMT coordination services in Wright County. At a minimum include how you would:

- Market and inform stakeholders and clients of an NEMT coordination system in Wright County.
- Establish and maintain a call center including service during business hours and after-hours service. Include procedures used to report numbers, trends and disposition of calls to County on a regular basis.
- Handle incoming inquiries for NEMT including screening, determination of eligibility, handling of emergency requests, verification of participation in a fee for service plan, etc. Also include procedures to provide information to callers regarding services, grievances, rights and responsibilities.
- Determine the most appropriate and cost-effective type of transportation service given the client’s level of mobility and functional independence. How would you determine if the client has any special needs that would influence the type of transportation provided?
- Arrange and schedule NEMT rides, including rides that are outside of Wright County, outside of state, require air transport or the use of a stretcher. Also include procedures for providing lodging and meals when required.
- Establish and maintain an adequate transportation provider network. Include a model service agreement/contract between your organization and a transportation provider. Include any volunteer driver networks and public transportation. Do you provide assistance to your provider network to remain in compliance with requirements? How do you monitor compliance and what are your procedures for non-compliance?
- Schedule rides for clients in a cost effective manner, while adhering to a reasonable pick-up and delivery schedule for clients.
- Obtain reimbursement for services from the Minnesota Department of Human Services and assume responsibility for un-claimable transportation costs.
- Monitor fraud, waste and abuse of transportation services and employ corrective action when needed.
- Reimburse clients for eligible health care access costs incurred such as mileage and other travel expense.
- Handle unexpected circumstances such as last minute cancellations, last minute requests for transportation, no-shows, changes in conditions, etc.
- Store records pertaining to an NEMT contract with Wright County according to applicable state and federal requirements.
• Provide your procedures for investigating complaints and incidents related to the provision of NEMT services.

4. Project Activities and Implementation Plan: All proposals submitted under this RFP must address, in sufficient detail, how the responder will fulfill the expected deliverables and goals and objectives set forth above. Simply repeating the deliverables and features and asserting that they will be performed is not an acceptable response. This section should detail how the project will be carried out in an effective and efficient manner, including who will be involved, what resources are required, target dates for project activities and the timeframe for completion. Provide a description of the program design you propose to implement.

• List contracts you have in place for the provision of transportation services with other public or private entities. What are your expectations of transportation providers with whom you contract?
• Have any of your contracts with public entities been terminated or not renewed? If so, provide details.
• Provide a full description of the computer software and hardware you use for transportation coordination. Include claiming and billing, verifying eligibility, fraud prevention, handling/tracking calls, record storage, reporting to County and other entities, etc.
• Do you have expectations of County as a contracted entity regarding the provision of NEMT coordination? If so, please explain.
• Provide a copy of your organization’s policies and procedures for NEMT coordination.
• Provide training materials used when hiring staff for NEMT coordination.
• Provide a sample report that you would provide to County detailing calls received and disposition of those calls, trips assigned, requests denied, complaints and disposition of complaints, trends and performance.

5. Evaluation plan: Wright County Health and Human Services is committed to selecting a provider produces a measurable result for the people of Wright County. A successful responder must develop indicators of the success and effectiveness of the program and be able to measure and evaluate them to determine outcomes. This section should describe the methods and criteria that will be used to measure whether the project goals and objectives have been achieved.

6. Budget proposal: This section should detail all expenses for the proposed services for the 18 month period. Provide proposed rates for services for Wright County for each type of trip coordinated including one-way trips, client reimbursement, bus passes, volunteer driver rides, air and other special circumstances. Describe and explain what the estimated costs pay for. Identify what other ancillary services are being provided that have costs with them and which components are essential to delivering minimum quality services. Include a budget narrative for the applicant and each subcontracting agency. Your explanation should provide sufficient detail to justify the total amount budgeted in each category. The program budget must be complete and reasonable. Budget proposals will be judged on efficient use of funds (that is, funds are being spent on direct services versus administrative costs, as detailed in their budget proposal) and overall cost-effectiveness.

7. Professional Responsibility: It is crucial that Wright County Health and Human Services locate reliable grantees to serve our clients. The successful responder must be professionally responsible. Professional responsibility information includes providing information concerning any complaints filed with or by professional and/or WCHHS or federal licensing/regulatory organizations within the past six years against your organization or its employees relating to the provision of services. If such complaints exist, please include the date of the complaint(s), the nature of the complaint(s), and the resolution/status of the complaint(s), including any disciplinary actions taken.

All proposals must also include information about pending litigation and/or litigation resolved within the past two years that relates to the provision of services by your organization and/or its employees. If such litigation exists, please include the date of the lawsuit, nature of the lawsuit, and the dollar amount being requested as damages,
and if resolved, what the resolution was (e.g. settled, dismissed, withdrawn by plaintiff, verdict for plaintiff with $x damages awarded, verdict for responder, etc.).

Responder should also submit information which demonstrates recognition of their professional responsibility. This may include awards, certifications, and/or professional memberships.

The information collected from these inquiries will be used in Wright County Health and Human Services’ determination of the award of the contract. It may be shared with other persons within the Wright County Health and Human Services who may be involved in the decision-making process, and/or with other persons as authorized by law. You are not required to provide any of the above information. However, if you choose not to provide the requested information, your organization’s proposal may be found nonresponsive and given no further consideration. Wright County Health and Human Services reserves the right to request any additional information to assure itself of a responder’s professional status.

8. **Financial Responsibility:** Please answer the following questions: For purposes of this section the term “you” shall mean and include all partners, officers and directors, if any.

   A. Are your financial books and records audited by an independent accounting service? If “Yes,” please attach a copy of your most recent audit and management letter.

   B. Are all of your state and federal tax obligations, including payroll and income taxes, current? If “No,” please describe:

   C. If you have access to or responsibility for safeguarding client funds, please describe how you do so. If you do not have such access or responsibility, please so indicate.

   D. Are you presently debarred, suspended, ineligible or excluded from transacting business by or with any federal, state or local governmental department or agency?

   E. Within the past six years, have you been convicted of or had a civil judgment rendered against you for the commission of fraud or any criminal offense in connection with obtaining or performing a public contract?

   F. Within the past six years, have you been adjudicated of bankruptcy or filed for relief in the United States Bankruptcy Court?

   G. Within the past six years, have you been or are you presently a party to a lawsuit or administrative proceeding related to the ownership and operation of your business?

   H. If you answered “Yes” to any of Questions D., E., F. or G., above, please describe (Use additional paper if required):
<table>
<thead>
<tr>
<th>Question</th>
<th>YES</th>
<th>NO</th>
<th>COMMENTS</th>
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<tr>
<td>Is there a formal accounting structure with chart of accounts established?</td>
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<td>Are accounting procedures reviewed at least annually and revised as necessary?</td>
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<td>Is there monthly monitoring of planned versus actual expense and obligation of funds to determine balances and possible overspending?</td>
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<td>Are numerical sequences of pre-numbered documents accounted for?</td>
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<td>Is it prohibited to issue checks to “cash” or “bearer”?</td>
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<td>Is it prohibited to sign checks in advance?</td>
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<td>Are disbursements, except those from petty cash, made by check?</td>
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<td>Are bank statements reconciled on a monthly basis?</td>
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<td>Are there policies or written documentation designating which individuals are authorized to sign time and attendance reports, etc.?</td>
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<td>Complete the following questions if you employ staff:</td>
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<td>Are accounting policies and procedures easily accessible by those required to follow those policies and procedures?</td>
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<td>Are there measures in place limiting unauthorized personnel from storage areas of such things as inventory, petty cash, blank checks, voided checks, etc.?</td>
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<td>Are employees who are authorized to deal with company funds bonded?</td>
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<td>Is it identified in writing who is authorized to sign checks and/or use signature stamp and/or complete wire transfers?</td>
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<td>Are all tax payments current, i.e. payroll taxes, sales tax, income taxes, Social Security, FICA?</td>
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<td>Are all insurance premium payments current, including workman’s compensation insurance premiums?</td>
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<td>Is the incoming mail opened by someone other than the person(s) having access to cash receipts or accounts receivable records?</td>
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<td>Are authorized check signers independent of check preparation, cash receiving and petty cash.</td>
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<td>Are bank reconciliations completed by someone other than persons participating in the receipt or disbursement of cash or those authorized to issue checks or handle cash.</td>
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C. Required Statements

1. Exceptions to RFP Terms: The contents of this RFP and the proposal(s) of the successful responder(s) may become part of the final contract if a contract is awarded. Each responder's proposal must include a statement of acceptance of all terms and conditions stated within this RFP or provide a detailed statement of exception for each item excepted by the responder.

Responder should be aware of Wright County Health and Human Services’ standard contract terms and conditions in preparing its response. A sample Wright County Health and Human Services’ Contract is attached in the Appendix for your reference. Much of the language reflected in the contract is required by statute. If you take exception to any of the terms, conditions or language in the contract, you must indicate those exceptions in your response to the RFP. Only those exceptions indicated in your response to the RFP will be available for discussion or negotiation.

Responders are cautioned that any exceptions to the terms of the standard WCHHS contract which give the responder a material advantage over other responders may result in the responder’s proposal being declared nonresponsive. Proposals being declared nonresponsive will receive no further consideration for award of the Contract. Also, proposals that take blanket exception to all or substantially all boilerplate contract provisions will be considered nonresponsive proposals and rejected from further consideration for contract award.

2. Affidavit of Non-collusion: Each responder must complete and submit the attached “Affidavit of Non-collusion” form. This is attached to this RFP as Appendix B.

3. Trade Secret/Confidential Data Notification: All materials submitted in response to this RFP will become property of Wright County Health and Human Services and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the successful responder. If a contract is awarded to the Responder, Wright County Health and Human Services must have the right to use or disclose the trade secret data to the extent otherwise provided in the contract or by law.

If the responder submits information in response to this RFP that it believes to be trade secret/confidential materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes, section 13.37, and the responder does not want such data used or disclosed for any purpose other than the evaluation of this proposal, the responder must:

a. clearly mark every page of trade secret materials in its proposal at the time the proposal is submitted with the words “TRADE SECRET” or “CONFIDENTIAL” in capitalized, underlined and bolded type that is at least 20 pt.; Wright County Health and Human Services does not assume liability for the use or disclosure of unmarked or unclearly marked trade secret/confidential data;

b. fill out and submit the attached “Trade Secret/Confidential Information Notification Form,” specifying the pages of the proposal which are to be restricted and justifying the trade secret designation for each item. If no material is being designated as protected, a statement of “None” should be listed on the form;

c. satisfy the burden to justify any claim of trade secret/confidential information. In order for a trade secret claim to be considered by Wright County Health and Human Services, detailed justification that satisfies the statutory elements of Minnesota Statutes, section and the factors discussed in Prairie Island Indian Community v. Minnesota Dept. of Public Safety, 658 N.W.2d 876, 884-89 (Minn.App.2003) must be provided. Use of generic trade secret language encompassing substantial portions of the proposal or simple assertions of trade secret interest without substantive explanation of the basis therefore will be regarded as nonresponsive requests for
trade secret exception and will not be considered by Wright County Health and Human Services in the event of a data request is received for proposal information; and

d. defend any action seeking release of the materials it believes to be trade secret and/or confidential, and indemnify and hold harmless Wright County Health and Human Services, its agents and employees, from any judgments awarded against Wright County Health and Human Services in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives Wright County Health and Human Services’ award of a contract. In submitting a response to this RFP, the responder agrees that this indemnification survives as long as the trade secret materials are in the possession of Wright County Health and Human Services. Wright County Health and Human Services is required to keep all the basic documents related to its contracts, including selected responses to RFPs, for a minimum of six years after the end of the contract. Non-selected RFP proposals will be kept by Wright County Health and Human Services for a minimum of one year after the award of a contract, and could potentially be kept for much longer.

Wright County Health and Human Services reserves the right to reject a claim if it determines responder has not met the burden of establishing that the information constitutes a trade secret or is confidential. Wright County Health and Human Services will not consider prices or costs submitted by the responder to be trade secret materials. Any decision by Wright County Health and Human Services to disclose information designated by the responder as trade secret/confidential will be made consistent with the Minnesota Government Data Practices Act and other relevant laws and regulations. If certain information is found to constitute a trade secret/confidential, the remainder of the Proposal will become public; only the trade secret/confidential information will be removed and remain nonpublic.

Wright County Health and Human Services also retains the right to use any or all system ideas presented in any proposal received in response to this RFP unless the responder presents a positive statement of objection in the proposal. Exceptions to such responder objections include: (1) public data, (2) ideas which were known to Wright County Health and Human Services before submission of such proposal, or (3) ideas which properly became known to Wright County Health and Human Services thereafter through other sources or through acceptance of the responder’s proposal.

4. Submission of Certified Financial Audit, IRS Form 990, or Most Recent Board-Reviewed Financial Statements:
The successful responder must be fiscally responsible. Therefore, responders must include in their proposals sufficient financial documentation to establish their financial stability.

Depending on the responder’s annual income or how long the responder has been in business, a responder is required to submit either a certified financial audit, IRS Form 990, or most recent board-reviewed financial statements. A certified financial audit is a review of an organization’s financial statements, fiscal policies and control procedures by an independent third party to determine if the statements fairly represent the organization’s financial position and if organizational procedures are in accordance with Generally Accepted Accounting Principles (GAAP). Minnesota nonprofit organizations are required to have a certified financial audit completed for any fiscal year in which they have total revenue of more than $750,000. An IRS Form 990 is a federal tax return for nonprofit organizations. Nonprofit organizations that are recognized as exempt from federal income tax must file a Form 990 or Form 990 EZ if it has averaged more than $25,000 in annual gross receipts over the past three tax years.

Responders must submit financial information as outlined below with their proposal:

a. Responders with an annual income of under $25,000 or who have not been in existence long enough to have an audit or completed IRS Form 990 should submit their most recent board-reviewed financial statements.

b. Responders with total annual revenue of under $750,000 should submit their most recent IRS Form 990.
c. Grant applicants with total annual revenue of over $750,000 should submit their most recent certified financial audit. Responders may also include documentations of cash reserves to carry you through shortages or delays in receipt of revenue, and/or other documents sufficient to substantiate responsible fiscal management. In the event a responder is either substantially or wholly owned by another corporate entity, the proposal must also include the most recent detailed financial report of the parent organization, and a written guarantee by the parent organization that it will unconditionally guarantee performance by the responder in each and every term, covenant, and condition of such contract as may be executed by the parties. Please also include information about any pending major accusations that could affect your financial stability.

If the responder is a county government or a multi-county human services agency that has 1.) had an audit in the last year by the WCHHS of Minnesota or an outside auditing firm or 2) meets the requirements of the Single Audit Act, the responder is not required to submit financial statements. However, Wright County Health and Human Services reserves the right to request any financial information to assure itself of a county's financial status.

The information collected from these inquiries will be used in Wright County Health and Human Service’s determination of the award of the contract. It may be shared with other persons within the Wright County Health and Human Services who may be involved in the decision-making process, and/or with other persons as authorized by law. If you choose not to provide the requested information, your organization’s proposal will found nonresponsive and given no further consideration. Wright County Health and Human Services reserves the right to request any additional information to assure itself of a responder's financial reliability.

5. Disclosure of Funding Form

Per the Federal Funding Accountability and Transparency Act of 2006 “Transparency Act” or “FFATA” (Public Law 109-282), all entities and organizations receiving federal funds are required to report full disclosure of funding (United States Code, title 31, chapter 61, section 6101). The purpose of FFATA is to provide every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards to be made available to the public through a single, searchable website. Federal awards include grants, sub-grants, loans, awards, and delivery orders.

In order to comply with the federal statute, the Wright County Health and Human Services is required to obtain and report by the grantee’s Data Universal Numbering System (DUNS) number and determine if the VENDOR meets specific requirement which would require additional reporting items and to collect additional information on executive compensation if required. In order to comply with federal law and to collect this information, responders are required to fill out the Disclosure of Funding Form and submit it with their response. The form requires responders to provide their Data Universal Numbering System (DUNS) number. The Data Universal Numbering System (DUNS) number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. If a responder does not already have a DUNS number, a number may be obtained from the D&B by telephone (currently 866-705-5711) or the Internet (currently at http://fedgov.dnb.com/webform). The responder must have a DUNS number before their response is submitted.

6. Affirmative Action Certification: For all contracts estimated to be in excess of $100,000, Responders are required to complete and submit the attached “Affirmative Action Data” page. As required by Minnesota Rules, part 5000.3600, “It is hereby agreed between the parties that Minnesota Statutes, section 363A.36 and Minnesota Rules, parts 5000.3400 - 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minnesota Statutes, section 363A.36 and Minnesota Rules, parts 5000.3400 - 5000.3600 are available upon request from the contracting agency.”
IV. RFP Process

A. Responders’ Conference

A Responders’ Conference will be not be held for this RFP. All questions and answers will be done by e-mail as indicated below.

B. Responders’ Questions

Responders’ questions regarding this RFP must be submitted by e-mail prior to 4:00 p.m. Central Time by Friday, April 1, 2016. All questions must be addressed to: Sue.Gillman@co.wright.mn.us.

Other personnel are NOT authorized to discuss this RFP with responders before the proposal submission deadline. Contact regarding this RFP with any Wright County personnel not listed above could result in disqualification. Wright County Health and Human Services will not be held responsible for oral responses to responders.

Questions will be addressed in writing and distributed to all identified prospective responders. Every attempt will be made to provide answers timely, with the intent that they are sent no later than Friday, April 8, 2016.

C. Proposal Submission

One (1) original and five (5) paper copies of the proposal must be submitted. Proposals must be physically received (not postmarked) by 4:00 p.m. Central Time on April 15, 2016 to be considered. Late proposals will not be considered. In addition, an electronic copy of the proposal must be e-mailed by the same deadline to Sue.Gillman@co.wright.mn.us.

Clearly label the original ”Proposal – Original” and each copy “Proposal – Copy”. All proposals, including required copies, must be submitted in a single sealed package or container. The main body of the proposal pages must be numbered and submitted in 12-point font on 8 ½ X 11 inch paper, single spaced. The size and/or style of graphics, tabs, attachments, margin notes/highlights, etc. are not restricted by this RFP and their use and style are at the responder’s discretion.

The above-referenced packages and all correspondence related to this RFP must be delivered to:

Mailed OR Delivered:
Sue Gillman, Office Manager II
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It is solely the responsibility of each responder to assure their proposal is delivered at the specific place, in the specific format, and prior to the deadline for submission. Failure to abide by these instructions for submitting proposals may result in the disqualification of any non-complying proposal.
V. Proposal Evaluation and Selection

A. Overview of Evaluation Methodology

1. All responsive proposals received by the deadline will be evaluated by Wright County Health and Human Services. Proposals will be evaluated on “best value” as specified below, using a 100 point scale. The evaluation will be conducted in three phases:

a. Phase I       Required Statements Review
b. Phase II      Evaluation of Proposal Requirements
c. Phase III     Selection of the Successful Responder(s)

2. During the evaluation process, all information concerning the proposals submitted, except identity, address, and the amount requested by responder, will remain non-public and will not be disclosed to anyone whose official duties do not require such knowledge.

3. Non-selection of any proposals will mean that either another proposal(s) was determined to be more advantageous to Wright County Health and Human Services or that Wright County Health and Human Services exercised the right to reject any or all Proposals. At its discretion, Wright County Health and Human Services may perform an appropriate cost and pricing analysis of a responder’s proposal, including an audit of the reasonableness of any proposal.

B. Evaluation Team

1. An evaluation team will be selected to evaluate responder proposals.

2. Wright County Health and Human Services reserves the right to alter the composition of the evaluation team and their specific responsibilities.

C. Evaluation Phases

At any time during the evaluation phases, Wright County Health and Human Services may, at Wright County Health and Human Services’ discretion, contact a responder to (1) provide further or missing information or clarification of their proposal, (2) provide an oral presentation of their proposal, or (3) obtain the opportunity to interview the proposed key personnel. Reference checks may also be made at this time. However, there is no guarantee that Wright County Health and Human Services will look for information or clarification outside of the submitted written proposal. Therefore, it is important that the responder ensure that all sections of the proposal have been completed to avoid the possibility of failing an evaluation phase or having their score reduced for lack of information.

1. Phase I: Required Statements Review

The Required Statements will be evaluated on a pass or fail basis. Responders must “pass” each of the requirements identified in these sections to move to Phase II. The Responder may fail the Required Statements Review in the event that the Responder does not affirmatively warrant to any of the warranties in the Responder Information and Declarations. Additionally, Wright County Health and Human Services reserves the right to fail a Responder in the event the Responder does not make a necessary disclosure in the Responder Information and Declarations or makes a disclosure which evidences a conflict of interest.
2. Phase II: Evaluation of Proposal Requirements

a. Points have been assigned to these component areas. For each component, proposals will be judged in relation to the responder’s potential to meet the objectives identified in Section I.B of the RFP. The total possible points for these component areas are as follows:

<table>
<thead>
<tr>
<th>Component Total</th>
<th>Possible Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Executive Summary</td>
<td>5</td>
</tr>
<tr>
<td>2 Description of the Applicant Agency</td>
<td>10</td>
</tr>
<tr>
<td>3 Project goals and objectives</td>
<td>10</td>
</tr>
<tr>
<td>4 Project activities and implementation plan</td>
<td>20</td>
</tr>
<tr>
<td>5 Evaluation Plan</td>
<td>10</td>
</tr>
<tr>
<td>6 Budget Proposal</td>
<td>30</td>
</tr>
<tr>
<td>7 Professional Responsibility</td>
<td>5</td>
</tr>
<tr>
<td>8 Financial Responsibility</td>
<td>10</td>
</tr>
<tr>
<td>Maximum possible points</td>
<td>100</td>
</tr>
</tbody>
</table>

b. The evaluation team will review the components of each responsive proposal submitted. Each component will be evaluated on the responder’s understanding and the quality and completeness of the responder’s approach and solution to the problems or issues presented.

c. After reviewing the proposals, the members of the evaluation team will rate each proposal component using the following formula:

Each proposal component will receive one of the following rating based on how well the team member feels the component met the RFP requirements.

<table>
<thead>
<tr>
<th>Rating and Point Factor</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excellent</td>
<td>1.0</td>
</tr>
<tr>
<td>Very Good</td>
<td>0.875</td>
</tr>
<tr>
<td>Good</td>
<td>0.75</td>
</tr>
<tr>
<td>Satisfactory</td>
<td>0.625</td>
</tr>
<tr>
<td>Poor</td>
<td>0.5</td>
</tr>
<tr>
<td>Unacceptable</td>
<td>0.0</td>
</tr>
</tbody>
</table>

Upon determining which of the above Ratings best describes the component being rated, the total possible points available for the component from paragraph a will be multiplied by the corresponding point factor.

EXAMPLE: A “very good” rating (0.875) of a Proposed Work Plan worth a maximum of 40 points would receive a score of 35 (40 x 0.875 = 35).

3. Phase III: Selection of the Successful Responder(s)

a. Only the proposals found to be responsive under Phases I and II will be considered in Phase III.

b. The evaluation team will review the scoring in making its recommendations of the successful responder(s).

c. Wright County Health and Human Services may submit a list of detailed comments, questions, and concerns to one or more responders after the initial evaluation. Wright County Health and Human Services may require said response to be written, oral, or both. Wright County Health and Human Services will only use written responses
for evaluation purposes. The total scores for those responders selected to submit additional information may be revised as a result of the new information.

d. The evaluation team will make its recommendation based on the above-described evaluation process. The successful responder(s), if any, will be selected approximately 30 days after the proposal submission due date.

D. Contract Negotiations and Unsuccessful Responder Notice

If a responder(s) is selected, Wright County Health and Human Services will notify the successful responder(s) in writing of their selection and Wright County Health and Human Services’ desire to enter into contract negotiations. Until Wright County Health and Human Services successfully completes negotiations with the selected responder(s), all submitted proposals remain eligible for selection by Wright County Health and Human Services.

In the event contract negotiations are unsuccessful with the selected responder(s), the evaluation team may recommend another responder(s).

After Wright County Health and Human Services and chosen responder(s) have successfully negotiated a contract, Wright County Health and Human Services will notify the unsuccessful responders in writing that their proposals have not been accepted. All public information within proposals will then be available for responders to review, upon request.

VI. Required Contract Terms and Conditions

A. Requirements. All responders must be willing to comply with all WCHHS and federal legal requirements regarding the performance of the contract. The requirements are set forth throughout this RFP and are contained in the attached grant contract in the Appendix.

B. Governing Law/Venue. This RFP and any subsequent contract must be governed by the laws of the State of Minnesota. Any and all legal proceedings arising from this RFP or any resulting contract in which Wright County Health and Human Services is made a party must be brought in Wright County, District Court of Wright County. The venue of any federal action or proceeding arising here from in which Wright County Health and Human Services is a party must be the United States District Court for Wright County, Minnesota.

C. Travel. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the VENDOR as a result of the contract will be in no greater amount than provided in the current “Commissioner’s Plan” promulgated by the commissioner of Minnesota Management and Budget. Reimbursements will not be made for travel and subsistence expenses incurred outside Minnesota unless it has received Wright County Health and Human Services’ prior written approval for out of state travel. Minnesota will be considered the home WCHHS for determining whether travel is out-of-state.

D. Preparation Costs. Wright County Health and Human Services is not liable for any cost incurred by Responders in the preparation and production of a proposal. Any work performed prior to the issuance of a fully executed grant contract will be done only to the extent the responder voluntarily assumes risk of non-payment.

E. Contingency Fees Prohibited. Pursuant to Minnesota Statutes, section 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.
F. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the responder must certify the following, as required by the regulations implementing Executive Order 12549.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this
transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

G. Insurance Requirements

1. Responder shall not commence work under the contract until they have obtained all the insurance described below and Wright County Health and Human Services has approved such insurance. All policies and certificates shall provide that the policies shall remain in force and effect throughout the term of the contract.

2. Responder is required to maintain and furnish satisfactory evidence of the following insurance policies:

   a. Workers’ Compensation Insurance: Except as provided below, responder must provide Workers’ Compensation insurance for all its employees and, in case any work is subcontracted, responder will require the subcontractor to provide Workers’ Compensation insurance in accordance with the statutory requirements of Wright County Health and Human Services of Minnesota, including Coverage B, Employer’s Liability. Insurance minimum amounts are as follows:

      $100,000 – Bodily Injury by Disease per employee
      $500,000 – Bodily Injury by Disease aggregate
      $100,000 – Bodily Injury by Accident

      If Minnesota Statute, section 176.041 exempts responder from Workers’ Compensation insurance or if the responder has no employees in Wright County Health and Human Services of Minnesota, responder must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes responder from the Minnesota Workers’ Compensation requirements.

      If during the course of the contract the responder becomes eligible for Workers’ Compensation, the responder must comply with the Workers’ Compensation Insurance requirements herein and provide Wright County Health and Human Services of Minnesota with a certificate of insurance.

   b. Commercial General Liability: Responder is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the contract whether the operations are by the responder or by a subcontractor or by anyone directly or indirectly employed by the responder under the contract. Insurance minimum amounts are as follows:

      $2,000,000 – per occurrence
      $2,000,000 – annual aggregate
      $2,000,000 – annual aggregate – Products/Completed Operations

      The following coverages shall be included:

      Premises and Operations Bodily Injury and Property Damage
Personal and Advertising Injury
Blanket Contractual Liability
Products and Completed Operations Liability
Other; if applicable. Please list ___________________.
Wright County named as an Additional Insured

c. Commercial Automobile Liability: Responder is required to maintain insurance protecting the responder from claims for damages for bodily injury as well as from claims for property damage resulting from ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this grant contract, and in case any work is subcontracted the responder will require the subcontractor to provide Commercial Automobile Liability. Insurance minimum amounts are as follows:

$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage
Or Splits Limits of $2,000,000 Bodily Injury per person, $2,000,000 Bodily Injury per accident, and $2,000,000 property damage.

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile
d. Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance (if applicable)

This policy will provide coverage for all claims the responder may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to responder’s professional services required under the contract.

Responder is required to carry the following minimum amounts:

$2,000,000 – per claim or event
$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of the responder and may not exceed $50,000 without the written approval of Wright County Health and Human Services. If the responder desires authority from Wright County Health and Human Services to have a deductible in a higher amount, the responder shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that Wright County Health and Human Services can ascertain the ability of the responder to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this grant contract and responder shall maintain such insurance for a period of at least three (3) years, following completion of the work. If responder discontinues such insurance, then extended reporting period coverage must be purchased to fulfill this requirement.

e. Blanket Employee Theft/Employee Dishonesty Insurance.

Responder is required to obtain a blanket employee theft/employee dishonesty policy in at least the total amount of the first year’s grant award as either an addendum on its property insurance policy, or if it is not feasible to include it as an addendum to a property insurance policy, as a stand-alone employee theft/employee dishonesty policy. Wright County Health and Human Services will be named as both a joint payee and a certificate holder on the property insurance policy addendum or on the stand-alone employee theft/employee dishonesty policy, whichever is applicable. Only in cases in which the first year’s grant award exceeds the available employee theft/employee dishonesty coverage may responders provide blanket employee theft/employee dishonesty insurance in an amount equal to either 25% of the yearly grant amount, or the first quarterly advance amount,
whichever is greater. Upon execution of a grant contract, the responder must furnish Wright County Health and Human Services with a certificate of employee theft/employee dishonesty insurance. This requirement does not apply to grant contracts with the University of Minnesota, counties, school districts or reservations.

3. Additional Insurance Conditions:

- Responder’s policy(ies) shall be primary insurance to any other valid and collectible insurance available to Wright County Health and Human Services of Minnesota with respect to any claim arising out of responder’s performance under this grant contract;

- If responder receives a cancellation notice from an insurance carrier affording coverage herein, responder agrees to notify Wright County Health and Human Services of Minnesota within five (5) business days with a copy of the cancellation notice, unless responder’s policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to Wright County Health and Human Services of Minnesota;

- Wright County named as an Additional Insured: Wright County Attn: Health & Human Services, 1004 Commercial Drive, Buffalo, MN 55313

- Responder is responsible for payment of grant contract related insurance premiums and deductibles;

- If Responder is self-insured, a Certificate of Self-Insurance must be attached;

- Include legal defense fees in addition to its liability policy limits, with the exception of VI.G.2.d. above; and

- Obtain insurance policies from an insurance company having an “AM BEST” rating of A- (minus); Financial Size Category (FSC) VII or better and must be authorized to do business in Wright County Health and Human Services of Minnesota; and

- An Umbrella or Excess Liability insurance policy may be used to supplement the responder’s policy limits to satisfy the full policy limits required by the contract.

4. Wright County Health and Human Services reserves the right to immediately terminate the contract if the responder is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the responder. All insurance policies must be open to inspection by Wright County Health and Human Services, and copies of policies must be submitted to Wright County Health and Human Services’ authorized representative upon written request.

5. The successful responder is required to submit Certificates of Insurance acceptable to Wright County Health and Human Services of Minnesota as evidence of insurance coverage requirements prior to commencing work under the contract.

I. Accessibility Standards

Any information systems, tools, information content, and/or work products, including the response to this solicitation/contract, applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the Minnesota IT Accessibility Standards effective September 1, 2010, as updated on October 3, 2013. This standard requires in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D.

Information technology deliverables and services offered must comply with the MN.IT Services Accessibility Standards. The relevant requirements are contained under the “Standards” tab. Information technology
deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and may not receive further consideration.

VII. Wright County Health & Human Services’ Rights Reserved

Notwithstanding anything to the contrary, Wright County Health and Human Services reserves the right to:

A. Reject any and all proposals received in response to this RFP;

B. Disqualify any responder whose conduct or proposal fails to conform to the requirements of this RFP;

C. Have unlimited rights to duplicate all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the proposal;

D. Select for contract or for negotiations a proposal other than that with the lowest cost or the highest evaluation score;

E. Consider a late modification of a proposal if the proposal itself was submitted on time and if the modifications were requested by Wright County Health and Human Services and the modifications make the terms of the proposal more favorable to Wright County Health and Human Services, and accept such proposal as modified;

F. At its sole discretion, reserve the right to waive any non-material deviations from the requirements and procedures of this RFP;

G. Negotiate as to any aspect of the proposal with any responder and negotiate with more than one responder at the same time, including asking for responders’ “Best and Final” offers;

H. Extend the contract, in increments determined by Wright County Health and Human Services, not to exceed a total contract term of five years; and

I. Cancel the RFP at any time and for any reason with no cost or penalty to Wright County Health and Human Services.

J. Correct or amend the RFP at any time with no cost or penalty to Wright County Health and Human Services. If Wright County Health and Human Services should correct or amend any segment of the RFP after submission of proposals and prior to announcement of the successful responder, Wright County Health and Human Services will publish a revised RFP with new deadlines. Wright County Health and Human Services will not be liable for any errors in the RFP or other responses related to the RFP.
Appendix A: Sample WCHHS Contract
Wright County Health and Human Services Contract

The Wright County Health & Human Services Board, located at 1004 Commercial Drive, Buffalo, MN 55313, acting through Health & Human Services, hereafter referred to as the “County” or “Agency,” and __________, doing business as __________, hereafter referred to as the “Contractor” or “Provider,” enter into this Contract effective for the period beginning __________, through __________, regardless of the date of the signatures hereunder, unless sooner terminated or unless extended, as provided herein.

WHEREAS, the Contractor is an organization that provides non-emergency medical transportation (NEMT) coordination services to recipients deemed eligible by the County; and
WHEREAS, the Contractor represents that it is duly qualified and willing to perform such services;
NOW THEREFORE, in consideration of the mutual understandings and agreements set forth, the Contractor and the County agree as follows:

1. GENERAL PROVISIONS
A) Purpose. The purpose of this Contract is to define the rights and obligations of the parties with respect to the provision of purchased services.
B) Cooperation. The County and Contractor shall cooperate and use their reasonable efforts to ensure the most expeditious implementation of the various provisions of this Contract. The parties agree to, in good faith, undertake resolution of any disputes hereunder in an equitable and timely manner.
C) Minimum Standards. The provisions contained in this Contract establish the necessary and required minimum standards that the parties to this Contract shall follow when contracting for purchased services.

2. DEFINITIONS
For purposes of this Contract, the following terms are given the following meanings:
A) Addendum: Addition to the original terms of the contract. Additions to the original terms of the contract must be reduced to writing and agreed upon by both parties to be valid.
B) Amendment: Change, alteration or modification to the original terms of the contract. Changes to original terms must be reduced to writing and agreed upon by both parties to be valid.
C) Attachment: Document(s) that covers any information, whether an addition or change, that is not covered in the original negotiated contract. An attachment may be either an addendum or amendment to the Contract.
D) Contract: Agreement that can include attachments, amendments and addenda incorporated into the agreement by reference between the County and the Contractor whereby the parties exchange promises that give a legal duty to the other and the right to seek a remedy for breach of these duties.
E) Contractor: Party from which services are purchased. May also be referred to as “Provider.”
F) County of Financial Responsibility: Has the meaning given it in Minnesota Statutes, section 256G.02, Subd. 4.
G) Default: Failure to perform one’s own duties under the contract.
H) Department or DHS: The Minnesota Department of Human Services.
I) Fidelity Bond: Written instrument that reimburses employers, up to the amount of the bond, for losses stemming from dishonest and/or negligent actions of their employees.
J) Incident: Occurrence of a serious injury as defined in Minnesota Statutes, section 245.91, Subd. 6.
K) Indemnity: Payment or compensation for damages or losses done; obligation of the contractor to reimburse the Department and/or County for losses that have occurred.
L) Independent Contractor: Person or company that provides goods or services to another entity under terms specified in a contract.
M) Person: Individual who meets eligibility requirements specific to federal and state funded health care programs to participate in such programs; the person determined to be eligible and authorized to receive purchased services as defined in this contract.
N) **State:** The State of Minnesota or an agency thereof, as determined by the context of the specific provision of this Contract to which it relates.

O) **Subcontractor:** Individual or a company that signs a contract to perform part or all of the obligations of the Contractor or Provider’s contract.

3. **CONTRACTOR DUTIES**
   A) The Contractor agrees to furnish the following:
      1) **Non-emergency medical transportation coordination services (NEMT)** as defined in the approved Request for Proposal.

4. **PURCHASE OF SERVICE(S)**
   A) **Description of Services:** The Contractor shall provide services detailed in Section 3 of this contract.
   B) All parties to this Contract agree to provide Purchased Services as specified in the approved Request for Proposal. Purchased Services must comply with applicable Minnesota Statutes and Minnesota Rules. Performance of the Contractor will be monitored and evaluated by the County of Financial Responsibility.
   C) Nothing in this Contract shall be construed as requiring the Contractor to provide or the County to continue providing Purchased Services to or for any eligible person upon cessation of the contract.

5. **ELIGIBILITY FOR SERVICES**
   A) The parties understand and agree that the eligibility of the client to receive the Purchased Services is to be determined in accordance with the non-emergency medical transportation guidelines established by DHS.
   B) When the Contractor has determined the person is no longer eligible to receive services or that services are no longer needed or appropriate, the Contractor shall notify the person or the person’s legal representative within **ten (10) working days** of the proposed termination of services in writing prior to the Contractor’s proposed action.
   C) The Contractor shall also provide information regarding the person’s right to appeal the proposed County action as provided under Minnesota Statutes, section 256.045.

6. **PAYMENT RATES FOR PURCHASED SERVICES**
   A) **Total Cost of the Contract.** The total amount to be paid pursuant to this Contract shall not exceed the compensation due for the amount of services authorized and actually delivered. The County does not guarantee to purchase any minimum amount of services under this Contract.
   B) **Payment Rates.** The Contractor shall be paid for delivered services as agreed to by the parties of this Contract. The total amount to be paid for such Purchased Services shall comply with rates agreed to in the approved Request for Proposal. Reimbursement shall be made on the basis of 100 percent of the full cost of services to eligible clients.

7. **METHODS OF BILLING**
   A) **Billing the County for County Paid Purchased Services.**
      1) The Contractor shall submit billing invoices to the County of Financial Responsibility within **fifteen (15) working days** following the last day of each calendar month for Purchased Services that have been delivered to eligible persons. Invoices shall be submitted to the County in a format approved by the County. The County has the absolute right to refuse to make payment on invoices, including billing discrepancies, received or postmarked more than **ninety (90) days** following the last day of the calendar month in which services were provided. The invoice shall show, by each eligible client, an itemized account identifying service(s) provided, number of units, cost per unit and net charges.
      2) The County will make payment within **thirty-five (35) days** from the receipt of the invoice. If the invoice is incorrect, defective or otherwise improper, the County will notify the Contractor within **ten (10) working days** of receiving the incorrect invoice. No interest shall accrue against the County while the parties are straightening out the error on the invoice. Upon receiving the corrected invoice, the County will make payment within **thirty-five (35) days.** If the invoice contains no error, then the County will make payment to the Contractor
for all reimbursement-eligible clients. In the event of any overpayments made by the County, the Contractor shall, upon written demand made by the County, repay any such sums to the County within fifteen (15) days of demand.

3) In the event that services provided to eligible persons may be reimbursed by private health insurance, Title XIX Medical Assistance, Minnesota Care, General Assistance Medical Care, or parental fees, the Contractor shall bill such third parties before billing the County of Financial Responsibility.

4) The Contractor agrees to notify the County if full or partial payment is received from any other source for any eligible person that was also paid by the County. In such cases, the Contractor shall return to the County any duplicate payment by the County for such eligible persons.

5) The parties understand and agree that the Contractor will have sole responsibility for the collection of other fees or revenues. Further, the parties agree that the County shall have no responsibility for the collection or subsidization of bad debts related to other revenue for Purchased Services.

6) The Contractor agrees not to include in the charges for services any administrative or program cost assignable to private pay or third party pay service recipients.

7) The Contractor will bill only for services actually delivered/rendered.

8) The Contractor states in good faith that the services to be provided under the Agreement are not available without cost to the clients. Further, the payment claims for Purchased Services will not exceed amounts reasonable and necessary to assure quality of service. If reviews of the Contractor’s expense reports show that an amount is being paid which is higher than the County or State deem reasonable and necessary, the parties agree to amend the Agreement to determine the correct amount. If an agreement cannot be reached, the County will terminate this Agreement with a ten (10) day written notice to the Contractor. The Contractor further certifies that the rate of payment does not reflect any administrative or program costs assignable to private pay or third-party pay service recipients.

9) The service provider (Contractor) must submit a copy of the Minnesota Department of Revenue Withholding Affidavit for Contractors (Form IC-134 Rev. 10/90) to the Agency’s Fiscal Manager’s office prior to the agency making final payment on the contract.

8. DISCONTINUATION/TERMINATION OF SERVICES

A) Contractor Inability to Provide Services. The Contractor shall, within five (5) working days, notify the County of its determination that it is unable to, or will be unable to, provide the required quality or quantity of Purchased Services for an individual person. If the County Human Services Director makes a determination that the Contractor is unable to provide services in a manner that best services the need of the client, or if the Contractor informs the County of the same, then the Agreement and services provided hereunder may be terminated or suspended by the Human Services Director.

B) Safety of the Person. If the County has sufficient reason to believe that the 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 and may discontinue referrals to the Contractor. These actions may be taken forthwith 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 has been assured. If it is determined that the safety and well-being of the person will remain in jeopardy, the County may terminate this contract pursuant to Section 22 (Termination) of this Contract. No payments shall be made for the period during which services are suspended.

C) Notice of Discharge/Termination. The Contractor agrees to give at least a thirty (30) day written notice to the County and the person whenever the Contractor proposes to discharge or terminate service(s) to a person who has received services. This notice of action must include the specific grounds for termination and document attempts to address those reasons with the County. The Contractor shall not terminate services or discharge a person before giving such notice or before the proposed date unless delay would seriously endanger the health, safety or well-being of the person or others.

D) Written Procedures. The Contractor agrees to establish and provide to the County written procedures for terminating services to a person. The Contractor shall have five (5) working days after the request has been made to provide a copy of the written procedures to the County. The written procedures shall include provision for notification of the person to be discharged, and the person’s responsible party or legal representative. The written procedures shall also provide for assistance in developing or securing alternative services and assuring a smooth transition to other services. A written summary of information and transfer of records will be included in the
procedures. The procedures shall contain methods for appropriate documentation of the actions leading up to the termination of services, which shall include:

1) A summary of findings, events, and progress during the period of service to the client;
2) Written evidence of the reason for the discharge.

9. CONTRACTOR QUALIFICATIONS AND TRAINING
A) The Contractor agrees to use only qualified personnel to provide any Purchased Services. If licensing or certification is a necessary prerequisite for provision of services, the Contractor shall ensure that personnel are properly licensed or certified and/or meet standards described in the applicable Minnesota Rules and Minnesota Statutes.
B) The Contractor agrees to provide or arrange for staff training as required in Minnesota Statutes and Minnesota Rules and as specified in the respective service plan of each person served under this Contract. A copy of the staff-training plan shall be provided to the County upon request and to other persons as requested. The Contractor will have a sufficient number of qualified staff to provide services. The Contractor will have backup staff identified and available to meet the identified client needs in the event the primary worker is not available. If there is a failure to provide the appropriate level of qualified staff as determined by the County, the Agreement shall terminate immediately upon written notice by the County to the Contractor.
C) The Contractor shall make full disclosure to the County of any persons employed by Contractor who has been convicted of a crime, including any program crimes, as is required by 42 CFR 455.106 (relating to Medicaid programs.)
D) The Contractor agrees to maintain at all times during the term of this Contract, 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 under Minnesota Statutes, Chapter 245A and Minnesota Statutes, section 626.556. Background studies must be completed and approved before staff can provide services with or without supervision.
E) Minnesota Statutes, section 626.5572, gives the definition of Vulnerable Adults. Contractors must follow all reporting requirements as defined in Minnesota Statutes, section 626.557. The County may request proof that staff training is completed in the areas of what must be reported, local common entry point contacts and follow-up within the Contractor agency. Contractor agencies may be required to have County sponsored training.
F) Contractors who provide services to persons under the age of eighteen (18) must comply with the Maltreatment of Minors reporting requirements as defined in Minnesota Statutes, section 626.556.

10. STANDARDS AND LICENSES
A) The Contractor represents that it will remain qualified and licensed to provide the Purchased Services in accordance with the applicable provisions of Minnesota Rules, Minnesota Statutes, and this Contract.
B) The Contractor agrees to inform the County of the following within three (3) working days after occurrence:
   1) Any changes in licensure status and/or any reported warning to suspend or revoke licensure status.
   2) Any allegations and/or investigation by a government agency of fraud or criminal wrongdoing.
   3) Any federal exclusion of an individual or entity or any conviction that could result in a federal exclusion.
C) For any transportation services provided by the Contractor, all transportation vehicles shall be properly equipped with safety equipment and devices, including properly installed seat belts and shall be maintained at all times in a safe operating condition. Contractor shall require that all people, including but not limited to employees and subcontractors under their supervision have the appropriate licensure for operating motor vehicles.
D) The County looks to the Contractor to exercise its/his/her judgment in a manner that provides the best care for clients. If there are problems with a client or on the site, or if the Contractor receives notice that there will be a legal action involving one of the clients, the Contractor will send the County a letter explaining the situation to the County within five (5) business days.
E) The Facility, if necessary, will be appropriately licensed and properly zoned. The licenses and any registrations shall be provided to the County upon request.
F) The Contractor shall make full disclosure to the County of the identity of any person who has ownership interest and/or control of the Contractor.

G) 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 Contract is responsible during the term of this Contract. This will include, but not be limited to, current health, fire marshal, and program licenses, meeting zoning standards, certification of staff when required, insurance coverage and all other applicable laws, regulations, ordinances, rules and certifications which are effective, or will become effective, during the period of this Contract.

H) During the term of this Contract, the Contractor agrees to comply with all applicable state licensing standards, all applicable accreditation standards, and any other standards or criteria established by the County to assure quality service.

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

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

I) At the request of the County, the Contractor agrees to provide the County with copies of program review surveys or summaries, which may include reports from the Department of Human Services or Minnesota Department of Health, and/or surveys or summaries.

J) The Contractor agrees to comply with the County’s Limited English Proficiency Plan (LEPP) and the U.S. Department of Health and Human Services Office of Minority Health “National Standards for Culturally and Linguistically Appropriate Services in Health Care.” For Medical Assistance funded services, interpreter costs shall be billed to Medical Assistance. Interpreter costs for non-Medical Assistance services shall be the financial responsibility of the Contractor. A copy of Wright County’s LEP Plan may be provided to all Contractors upon request.

K) In the event that there is a revision of federal regulations, which make services provided under the terms of this Contract or any portion thereof ineligible for federal financial participation, all parties will review the Contract and renegotiate those items necessary to bring the Contract into compliance with the new federal regulations. Refusal to review the Contract within thirty (30) calendar days of receipt of a written request to bring the Contract into compliance, or failure to cooperate in good faith, shall be cause for termination of this Contract as of the date when the Contract is out of compliance for federal financial participation.

L) In the event that there is a revision of federal, state or local statutes, rules or other laws which make the performance of this Contract or any portion thereof unlawful, all parties will review the Contract and renegotiate those items necessary to bring the Contract into compliance with the law. Refusal to review the Contract within thirty (30) calendar days of receipt of a written request to bring the Contract into compliance, or failure to cooperate in good faith, shall be cause for termination of this Contract as of the date when the Contract is out of compliance.

M) The Contractor agrees to provide a safe, sanitary area for any employees and clients.

11. RECORD DISCLOSURES
The Contractor shall:

A) Allow personnel of the County, the Minnesota Department of Human Services and/or the Minnesota Department of Health, the Minnesota Medicaid Fraud Control Unit of the Attorney General’s Office, the State Auditor’s Office, and the U.S. Department of Health and Human Services access to the Contractor’s facility and records and permit any of the foregoing agencies or entities to copy Contractor’s program and fiscal records at reasonable hours to exercise their responsibility to monitor Purchased Services.

B) Maintain all records pertaining to this Contract at ______________ for six (6) years for audit purposes in accordance with Minnesota Statutes, section 16C.05, Subd. 5. All books, records, documents and accounting procedures and practices of the Contractor that are relevant to this Contract are subject to examination by the County, the Department, the U.S. Department of Health and Human Services, and either the Legislative Auditor or State Auditor, as appropriate, for a minimum of six (6) years. Contractor shall promptly notify the County in writing of any changes in the location where its records related to this Contract are stored or maintained.
C) Comply with policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, as defined in the Department of Human Services Manual, and the administrative rules of the State Agency.

12. AUDIT, REPORTS AND EVALUATIONS

A) The County shall monitor and evaluate the Contractor's performance under this Contract. County procedures for monitoring and evaluating may include, but are not limited to, on-site visits to the Contractor's facility; review of person files; review of Contractor's financial, statistical and program records; a review of reports and data supplied by the Contractor at the County's request; and cost reports.

B) The Contractor shall send the following financial, statistical and social services reports to the financially responsible social services agency on a monthly/quarterly basis:
   1) Monthly invoices containing information as listed in Section 7(A) of this contract.
   2) Reports on services as needed.

C) If the collection of fees is delegated to the Contractor, the Contractor agrees to provide the County with information about the fees collected and the fee source.

D) The Contractor shall, upon reasonable notice, meet with County personnel to assist the County in evaluation of services.

E) The Contractor shall develop procedures for monitoring and evaluating the achievement of goals and objectives identified in the service plan and shall submit progress reports at least annually for each individual person or as identified in the service plan. The Contractor agrees to develop reports that will contain sufficient specificity to enable the County to monitor and evaluate the person's achievement of goals and objectives stated in the individual's service plan.

F) The Contractor shall provide the County with such information regarding the qualifications of its staff, including professionals, volunteers, and others, as requested by the County to verify that the present and subsequent services are being rendered by competent, trained, qualified and properly licensed or certified personnel.

G) The Contractor shall ensure that neither it nor any of its owners, managers, or employees or its Subcontractors or the owners, managers, or employees of the Subcontractors assigned to provide services pursuant to this Contract have been debarred or excluded from Medicaid or any other federally funded health care program under the provisions of the Social Security Act, 42 USC 1320a-7. If the Contractor learns of any such debarment or exclusion, the Contractor shall immediately notify the County in writing and immediately take steps to stop the debarred or excluded individual from performing further services under this Contract, unless the County otherwise directs the Contractor in writing.

13. SAFEGUARD OF INFORMATION

A) The Contractor agrees to comply with the terms of Minnesota Statutes, Chapter 13, the Minnesota Government Data Practices Act, and all other applicable Minnesota laws, in handling all data related to this Contract. In addition, the Contractor agrees to comply with all applicable federal privacy laws.

B) The business director/owner, ______________, or his/her successor shall be the designated authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of this Contract in compliance with the Minnesota Government Data Practices Act, Chapter 13.

C) The County shall ensure that a joint Release of Information document is completed prior to providing private information to the Contractor, in accordance with Minnesota Rules, parts 1205.0100 to 1205.2000.

D) The County is a covered entity under the Health Insurance Portability and Accountability Act (HIPAA). To the extent that the Contractor performs a function or activity involving the use of “protected health information” (Code of Federal Regulations, Title 45, section 164.501), on behalf of the County including, but not limited to: providing health care services; health care claims processing or administration; data analysis, processing or administration; utilization review; quality assurance; billing; benefit management; practice management; re-pricing; or otherwise provided by 45 CFR, section 160.103, the Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 CFR, parts 160-164), (collectively referred to as “HIPAA”), all applicable requirements.
E) The Contractor agrees to defend, indemnify, and hold harmless the County, its agents, officers and employees from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act or HIPAA by the Contractor, including any legal fees or disbursements paid or incurred to enforce the provision of this article of the Contract.

14. EQUAL EMPLOYMENT OPPORTUNITY, CIVIL RIGHTS AND NONDISCRIMINATION
A) The Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973 as amended by Section 504; and all applicable federal and state laws, rules, regulations and orders prohibiting discrimination in employment, facilities and services. Contractor shall not discriminate in employment, facilities and in the rendering of Purchased Services hereunder on the basis of race, color, religion age, sex, disability, marital status, public assistance status, creed or national origin.
B) To the extent applicable, the Contractor certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363A.36. This section only applies if the contract is for more than $100,000.00 and the Contractor has employed forty (40) or more employees within the State of Minnesota on a single working day during the previous twelve (12) months.
C) It is the County's policy that all Contractors desiring to do business with the County adhere to the principles of Equal Employment Opportunity and Affirmative Action. This requires not only that Contractors do not unlawfully discriminate in any condition of employment on the basis of race, color, sex, religion, national origin, age or disability, but that they also take affirmative action to insure positive progress in Equal Opportunity Employment.

15. FAIR HEARING AND GRIEVANCE PROCEDURES
A) The County agrees to refer a person’s request for a fair hearing and grievance procedure to the Department in conformance with Minnesota Statutes, section 256.045 and in conjunction with the Fair Hearing and Grievance Procedures established by the administrative rules of the Department.
B) The County will advise applicants and the eligible persons of their rights to a fair hearing in the appeal process including, but not limited to, their right to appeal a denial or exclusion from the program or failure to recognize an eligible person’s choice of service and of his or her rights to a fair hearing in these respects.

16. BONDING, INDEMNITY, INSURANCE AND AUDIT CLAUSE
A) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Wright County Health and Human Services has approved such insurance. All policies and certificates shall provide that the policies shall remain in force and effect throughout the term of the contract. Copies of insurance verification will be submitted to: Administration Department, Attn: Risk Management, 10 2nd Street NW, Room 235, Buffalo, MN 55313. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

B) Workers’ Compensation Insurance: Except as provided below, 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 Wright County Health and Human Services of Minnesota, including Coverage B, Employer’s Liability. Insurance minimum amounts are as follows:

$100,000 – Bodily Injury by Disease per employee
$500,000 – Bodily Injury by Disease aggregate
$100,000 – Bodily Injury by Accident

If Minnesota Statute, section 176.041 exempts Contractor from Workers’ Compensation insurance or if the Contractor has no employees in Wright County Health and Human Services 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 Wright County Health and Human Services of Minnesota with a certificate of insurance.

C) Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance minimum amounts are as follows:
$2,000,000 – per occurrence
$2,000,000 – annual aggregate
$2,000,000 – annual aggregate – Products/Completed Operations

The following coverages shall be included:
- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability
- Other; if applicable (providing list to the Agency)

Wright County named as an Additional Insured, to the extent permitted by law.

D) Commercial Automobile Liability: Contractor is required to maintain insurance protecting the Contractor from claims for damages for bodily injury as well as from claims for property damage resulting from ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this grant contract, and in case any work is subcontracted the Contractor will require the subcontractor to provide Commercial Automobile Liability. Insurance minimum amounts are as follows:
$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage
In addition, the following coverages should be included:
- Owned, Hired, and Non-owned Automobile

E) Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance (if applicable)

This policy will provide coverage for all claims the Contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor’s professional services required under the contract.

Contractor is required to carry the following minimum amounts:
$2,000,000 – per claim or event
$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of the Contractor and may not exceed $50,000 without the written approval of Wright County Health and Human Services. If the Contractor desires authority from Wright County Health and Human Services to have a deductible in a higher amount, the Contractor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that Wright County Health and Human Services can ascertain the ability of the Contractor to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this contract and Contractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If Contractor discontinues such insurance, then extended reporting period coverage must be purchased to fulfill this requirement.
F) Blanket Employee Theft/Employee Dishonesty Insurance. Contractor is required to obtain a blanket employee theft/employee dishonesty policy in at least the total amount of the first year’s grant award as either an addendum on its property insurance policy, or if it is not feasible to include it as an addendum to a property insurance policy, as a stand-alone employee theft/employee dishonesty policy. Wright County Health and Human Services will be named as both a joint payee and a certificate holder on the property insurance policy addendum or on the stand-alone employee theft/employee dishonesty policy, whichever is applicable. Only in cases in which the first year’s grant award exceeds the available employee theft/employee dishonesty coverage may Contractors provide blanket employee theft/employee dishonesty insurance in an amount equal to either 25% of the yearly grant amount, or the first quarterly advance amount, whichever is greater. Upon execution of a grant contract, the Contractor must furnish Wright County Health and Human Services with a certificate of employee theft/employee dishonesty insurance. This requirement does not apply to grant contracts with the University of Minnesota, counties, school districts or reservations.

G) Additional Insurance Conditions:
• Contractor’s policy(ies) shall be primary insurance to any other valid and collectible insurance available to Wright County Health and Human Services of Minnesota with respect to any claim arising out of Contractor’s performance under this contract;
• If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify Wright County Health and Human Services of Minnesota within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to Wright County Health and Human Services of Minnesota;
• Contractor is responsible for payment of contract related insurance premiums and deductibles;
• If Contractor is self-insured, a Certificate of Self-Insurance must be attached;
• Include legal defense fees in addition to its liability policy limits, with the exception of VI.G.2.d. above; and
• Obtain insurance policies from an insurance company having an “AM BEST” rating of A- (minus); Financial Size Category (FSC) VII or better and must be authorized to do business in Wright County Health and Human Services of Minnesota; and
• An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor’s policy limits to satisfy the full policy limits required by the contract.

H) Indemnity: The Contractor agrees that it will at all times defend, indemnify, and hold harmless, the Department of Human Services and the County, its officers and employees, against any and all liability, loss, damages, costs and expenses which the Department or County its officers and employees may hereafter sustain, incur, or be required to pay arising out of the Contractor’s performance or failure to adequately perform its obligations pursuant to this contract. This includes, but is not limited to:
  1) By reason of any applicant or eligible person suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving the care and services to be furnished under this Contract, or while on premises owned, leased, or operated by the Contractor, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the Contractor or any officer, agent, or employee thereof; or
  2) By reason of any applicant or eligible person causing injury to, or damage to, the property of another person, during any time when the Contractor or any officer, agent, or employee thereof has undertaken or is furnishing the care and services called for under this Contract; or
3) By reason of any negligent act or omission or intentional act of the Contractor, its agents, officers, or employees which causes bodily injury, death, personal injury, property loss, or damage to another during the performance of Purchased Services under this Contract.

4) This indemnity provision shall survive the termination or expiration of this Agreement. The County does not intend to waive any immunity it may have by statute or common law.

I) Audit: The County may, at its discretion, require an audit of the Contractor’s financial condition. This may be in the form of a Certified Public Accountant audit, or any other type of financial audit/review the County deems necessary. A copy of the audit along with the Management Letter must be submitted to the County upon request. If applicable, the Contractor shall conduct the audit to meet the requirements of the Single Audit Act Amendments of 1996, P.L. 104:156 and Office of Management and Budget, Circular No. A-133. The cost of any audit or review required by the County shall be completed at the Contractor’s expense.

17. CONDITIONS OF THE PARTIES’ OBLIGATIONS
A) The Contractor agrees to inform the County within ten (10) business days of changes in its address, ownership, organizational structure, board of director membership, and/or chief operating officers, and any changes in Contractor’s policies or staff occurring prior to the effective date or during the term of this Contract.
B) It is understood and agreed that in the event the funding to the County from State and Federal sources is not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall be terminated.
C) Before the end date of the Contract period, as specified in the recitals to this Contract, the County may evaluate the contract performance of the Contractor and determine whether such performance merits renewal of this Contract. No automatic renewals are permitted. Any agreement to renew this Contract shall be in writing and must be signed by authorized representatives of the parties.
D) The County will only reimburse Contractor for services specified in this Contract that have actually been delivered.
E) If the County determines that funds are not being administered in accordance with the approved service plan and budget or services are not being properly provided according to the terms of this Contract, the County may terminate this Contract after notice has been provided to the Contractor or the Contractor’s designated representative, according to Section 22 of this Contract.

18. SUBCONTRACTING
A) The Contractor shall not enter into subcontracts for performance of any of the services contemplated under this Contract nor assign any interest in the Contract without the prior written approval of the County and subject to such provisions as the County may, in its sole discretion, deem necessary.
B) All subcontracts must contain provisions that make all Subcontractors subject to all of the requirements of this Contract.
C) Notwithstanding the County’s approval of any subcontract, the Contractor agrees that it will be responsible for ensuring that the performance of any Subcontractor is in compliance with the subcontract, this Contract and Minnesota Rules, part 9525.1870, Subp. 3.

19. INDEPENDENT CONTRACTOR
A) Nothing contained in this Contract is intended or should be construed as creating the relationship of copartners or joint ventures with the County or the Department. The Contractor is to be and shall remain an independent contractor with respect to all services performed under this Contract.
B) The Contractor represents that it has, or will secure at its own expense, all personnel required in performing services under this Contract. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under this Contract shall have no contractual relationship with the County and shall not be considered employees of the County, and any and all claims that may or might arise under the Minnesota Unemployment Insurance Law in Minnesota Statutes, Chapter 268 or the Workers’ Compensation Act in Minnesota Statutes, Chapter 176 on behalf of said personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Contractor, its officers, agents, contractors, or employees shall in no way be the responsibility of the County; and the Contractor shall defend, indemnify, and hold the County, its officers, agents, and employees harmless from any
and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers’ Compensation, Unemployment Insurance, disability, severance pay and Public Employees’ Retirement Association.

20. DISCLOSURE
A) The Contractor agrees to make such disclosures of ownership and control information to the County as is required by 42 CFR, sections 455.100 to 455.106.

21. DEFAULT
A) Unforeseeable Acts or Events (Force Majeure): Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party’s reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.
B) Changes in Policy or Staff: The County reserves the right to terminate this Contract on ten (10) days written notice if the County, in its sole discretion, does not approve of significant proposed or actual changes in the Contractor’s policies or staff.
C) Default by Contractor: Unless cured or excused under paragraph 20 (A) or County default, each of the following shall constitute default on the part of the Contractor:
1) A written admission by the Contractor that it is bankrupt; the filing by the Contractor of a voluntary petition under the Federal Bankruptcy Act; or the filing of an involuntary petition under the Federal Bankruptcy Act against the Contractor unless dismissed within ninety (90) days. The Notice of Default and cure provisions of this Contract do not apply to this paragraph.
2) The making of any arrangement with or for the benefit of Contractor’s creditors involving an assignment to a trustee, receiver or similar fiduciary. The Notice of Default and cure provisions do not apply to this paragraph.
3) Making material misrepresentations either in the documents attached to this Contract or in any other material provision or condition relied upon in the making of this Contract.
4) The Contractor disregards laws, ordinances, rules, regulations or orders of any public authority.
5) Failure to perform any other material provision of this Contract.
D) Default by County: Unless cured or excused by the provision in paragraph 20 (A) or Contractor default, each of the following shall constitute default on the part of the County:
1) Making material misrepresentation either in the attached attachments and documents or in any material provision or condition relied upon in making of this Contract.
2) Failure to perform any other material provision of this Contract.
E) Written Notice of Default: Unless a different procedure and/or effective date is provided within the specific article or paragraph of this Contract under which the default, failure or breach occurs, no event shall constitute a default giving rise to the right to terminate unless and until written Notice of Default is given to the defaulting party, specifying the particular event, series of events or failure constituting the default and cure period.
F) Cure Period: If the party in default fails to cure the specified circumstances as described by the Notice of Default within ten (10) working days, or such additional times as may be specified under the terms of this Contract, then the whole or any part of this Contract may be terminated by the non-defaulting party by giving written Notice of Termination to the defaulting party as provided in Section 22 of this Contract.

22. TERMINATION OF CONTRACT
A) With or Without Cause: This Contract may be terminated without cause by either party upon thirty (30) days written notice to the other party. Either party may terminate this Contract for cause by giving ten (10) days written notice of its intent to terminate to the other party unless the other party cures the default within the ten-day period. Notwithstanding the foregoing, termination based on noncompliance with Section 17, Conditions of the Parties’ Obligations, shall occur on the date provided in the written Notice of Termination.
B) Termination by County - Lack of Funding: Notwithstanding any provision of this Contract to the contrary, the County may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature,
Minnesota agencies or other funding sources, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this Contract. The County is not obligated to pay for any services performed by Contractor after written Notice of Termination for lack of funding is sent to the Contractor. The County will not be assessed any penalty or damages if the Contract is terminated due to lack of funding. The respective unit cost rates recited herein may be amended by the County with consent of the Contractor in the event sufficient funds from the County, State or Federal sources are not appropriated, obtained, and continued at least at the level relied on for the performance of this Agreement, provided the non-appropriation of funds did not result from any act of bad faith on the part of the County. Further, if the County exercises its right to seek amendment of unit cost rates instead of terminating the Agreement, the Contractor has the option to consent. If the Contract does not consent to the change, then the Agreement is immediately terminated and the County may purchase similar services from other providers. If the Agreement is terminated, the County will provide the Contractor with written Notice of Termination of Agreement. The Notice shall be effective as of the date specified.

C) Written Notice of Termination: Notice of Termination shall be made by certified mail or personal delivery to the authorized agent of the party. Notice is deemed effective upon deposit of written notice in the United States Mail, postage pre-paid and addressed to the party authorized to receive notice, as provided in Section 28 of this Contract.

D) Duties of Contractor Upon Termination: Upon receipt of a Notice of Termination, and except as otherwise provided, Contractor shall:
1) Discontinue performance of this Contract on the date and to the extent specified in the Notice of Termination.
2) Immediately notify all persons who are receiving services pursuant to this Contract.
3) Cancel all orders and subcontracts to the extent that they relate to the performances canceled by the Notice of Termination.
4) Complete performance of such terms as shall not have been canceled by the Notice of Termination.
5) Submit a final invoice for services provided prior to termination, within thirty (30) days of the date of termination.
6) Retain the records of the person for at least five years following the termination of services (Minnesota Statutes, section 245B.07, Subd. 3 and Minnesota Rules, part 9505.2190.
7) Transfer the person’s records to the new Contractor of services and work cooperatively with the new Contractor until a smooth transition is made.
8) Return all County property in its/his/her possession within seven (7) days to the extent that it relates to the performance cancelled by the Notice of Termination.

E) Duties of County Upon Termination: Upon receipt of a Notice of Termination, and except as otherwise provided, the County:
1) Shall not be liable for any services provided after the date of the Notice of Termination, except as stated above or as authorized by the County in writing.
2) Shall, within thirty (30) working days of receipt of a final invoice, make final payment for any services satisfactorily provided up through the date of termination in accordance with the terms of this Contract. The County has the absolute right to refuse to make payment on invoices received or postmarked more than ninety (90) days following the last day of the calendar month in which services were provided.

F) Effect of Termination: Termination of this Contract shall not discharge any liability, responsibility or right of any party that arises from the performance of or failure to adequately perform the terms of this Contract prior to the effective date of termination. Termination shall not discharge any obligation which, by its nature, would survive after the date of termination.

23. CONTRACT RIGHTS & REMEDIES
A) Cumulative Rights: All remedies available to either party under the terms of this Contract or by law are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

B) Waiver: Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Contract shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by authorized representatives of the County and Contractor.

C) Damages
1) **Duty to Mitigate**: Both parties shall use their best efforts to mitigate any damages that might be suffered by reason of any event giving rise to a remedy hereunder.

2) **Breach**: Notwithstanding any other provision of this Contract to the contrary, upon breach of this Contract by Contractor, the County may withhold final payment due Contractor until such time as the exact amount of damages due is determined.

### 24. CONTRACT ADDITIONS OR MODIFICATIONS

A) **Addendum**: Any addition(s) made to the terms of this Contract must be in writing and will not be effective until it has been either (1) executed or approved by the same parties, or their successors in office, who executed and approved the original Contract, or (2) executed and approved by persons designated by the parties to this contract.

   1) Any additional provisions that limit or restrict a person’s choice or access to services shall be considered invalid.

B) **Amendments**: Any amendments or changes made to the terms of this Contract must be in writing and will not be effective until it has been either (1) executed or approved by the same parties who executed and approved the original Contract, or (2) executed and approved by persons designated by the parties to this contract.

C) **Assigned Designees**: The designees allowed to execute and approve addendums and/or amendments are identified as:

   - **For County**: Health & Human Services Director
   - **For Contractor**: Contractor Designee

D) **Contract Complete**: This Contract contains all negotiations and agreements between the County and the Contractor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

### 25. SEVERABILITY

A) The provisions of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Contract with respect to either party, in which event either party may end this agreement by written notice.

### 26. EXTENSION CLAUSE

A) The parties further understand and agree that this Contract shall be automatically extended for an additional period up to ninety (90) working days from the end date of this Contract in the event a new contract between the parties is desired, but not entered into, prior to the expiration date contained in this Contract. The purpose of this extension is to insure the existence of an uninterrupted contract in the event that a new contract is desired but is unable to be signed by the parties prior to the expiration date of this Contract. In the event that this Contract is extended pursuant to this clause, any change in fees contained in the subsequent contract may be made retroactive to the expiration date of this Contract, by mutual agreement of the parties.

### 27. MERGER

A) **Entire Contract**: It is understood and agreed that the entire contract of the parties is contained herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous contracts presently in effect between the Contractor and any county agency relating to the subject matter hereof.

### 28. NOTICE

A) **Notice Given Under this Contract**: All notices given by either party to the other party under this Contract shall be delivered to the following representative of the other party, or his/her successor:

   1) To the County: Notices shall be addressed to: Sue Gillman, Office Manager II, Wright County Health & Human Services, 1004 Commercial Drive, Buffalo, MN 55313.
2) To the Contractor: Notices shall be addressed to ________________.
3) Each party shall promptly notify the other party in writing of any changes in its designation of the person and location listed in this Section.
4) All necessary communication and correspondence relating to this Agreement shall be directed to the same parties at these addresses.

29. ATTACHMENTS
A) The following list of documents herein referred to as “Attachments”. There may be amendments that address changes or addenda that address additions to the terms of this Contract. All properly executed attachments are incorporated by reference and are deemed a part of this Contract.

<table>
<thead>
<tr>
<th>Attachments applicable to this Contract:</th>
<th>Number of Pages:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attachment 1: Business Associate Agreement</td>
<td>3</td>
</tr>
</tbody>
</table>

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
IN WITNESS WHEREOF, Wright County and the Contractor have executed this Contract as of the day and year first written above.

Contractor, having signed this contract, and the Wright County Health & Human Services Board having duly approved this Contract on ____________, and pursuant to such approval and the proper County officials having signed this Contract, the parties hereto agree to be bound by the provisions herein set forth. Minnesota Statutes 256M.90.

COUNTY OF WRIGHT
STATE OF MINNESOTA

Wright County Health & Human Services Board
County Board of Commissioners

BY:________________________________________________
   Chairperson of Human Services Board

DATED:____________________________________

ATTESTED TO:

BY:________________________________________________
   Jami Goodrum Schwartz, Director
   Wright County Health & Human Services

DATED:____________________________________

WRIGHT COUNTY ATTORNEY'S OFFICE HAS REVIEWED PROPOSED CONTRACT AND APPROVED AS TO FORM.

BY:________________________________________________
   Tom Kelly, County Attorney

DATED:____________________________________

__________________________________________

____________________

doing business as ________________

BY:________________________________________________
   Contractor Designee

DATED:____________________________________
Wright County, Minnesota  

BUSINESS ASSOCIATE AGREEMENT

Health Insurance Portability and Accountability Act (HIPAA)

Whereas, Wright County, Minnesota (Covered Entity) and __________, Contractor (Business Associate), intend to protect the privacy and provide for the security of certain Protected Health Information (PHI) to which Business Associate may have access in order to provide services to or on behalf of Covered Entity, in accordance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the HIPAA Privacy rule (Privacy rule), 45 CFR Parts 160 and 164, and the HIPAA Security Rule (Security Rule), 45 CFR Parts 160, 162 and 164.

WHEREAS, Business Associate may receive PHI from Covered Entity, or may create or obtain PHI from other parties for use on behalf of Covered Entity, which PHI can be used or disclosed only in accordance with this Agreement and the standards established by HIPAA and the Privacy rule.

WHEREAS, Business Associate may receive PHI from Covered Entity, or may create or obtain PHI from other parties for use on behalf of Covered Entity, that is in electronic form, which PHI must be handled in accordance with this Agreement and the standards established by HIPAA and the Security Rule, beginning as soon as practicable but in no event later than the effective date of the Security Rule.

NOW, THEREFORE, Covered Entity and Business Associate agree as follows:

1. Definitions.
   A. “Business Associate” shall have the meaning given to such term under the Privacy and Security Rules, including but not limited to, 45 CFR §160.103.
   B. “Covered Entity” shall have the meaning given to such term under the Privacy and Security Rules, including, but not limited to, 45 CFR §160.103.
   D. “Privacy rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164.
   E. “Protected Health Information” or “PHI” means any information, transmitted or recorded in any form or medium; (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future for the provision of health care to an individual, and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations at 45 CFR Parts 160, 162 and 164, including, but not limited to 45 CFR §164.501.
   G. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR Parts 160, 162 and 164.

2. Stated Purposes For Which Business Associate May Use Or Disclose PHI. Except as otherwise limited in this Agreement, Business Associate shall be permitted to use or disclose PHI provided by or obtained on behalf of Covered Entity to perform those functions, activities, or services for, or on behalf of, Covered Entity that are specified in the Statement of Work, provided that such use or disclosure would not violate the Privacy rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

3. Additional Purposes For Which Business Associate May Use Or Disclose Information. In addition to the Stated Purposes, Business Associate may use or disclose PHI provided by, created or obtained on behalf of Covered Entity for the following additional purpose(s):
   A. Use Of Information For Management, Administration And Legal Responsibilities. Business Associate is permitted to use PHI if necessary for the proper management and administration of Business Associate or to carry out legal responsibilities of the Business Associate, except as otherwise limited in this Agreement.
   B. Disclosure Of Information For Management, Administration And Legal Responsibilities. Business Associate is permitted to disclose PHI provided by, or created or obtained on behalf of Covered Entity for the proper management and administration of Business Associate or to carry out legal responsibilities of Business Associate, except as otherwise limited in this Agreement, provided:
      1. The disclosure is required by law; or
2. The Business Associate obtains reasonable assurances in writing from any third party to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the third party, the third party will use appropriate safeguards to prevent other use or disclosure of the information, and the third party agrees to immediately notify the Business Associate of any instance of which it is aware in which the confidentiality of the information has been breached.

C. Data Aggregation Services. Business Associate may also be permitted to use or disclose PHI to provide data aggregation services, as that term is defined by 45 CFR §164.501, if specific authorization is received from the Covered Entity.

4. BUSINESS ASSOCIATE OBLIGATIONS:

A. Limits On Use And Further Disclosure Established By This Agreement Or Required By Law. Business Associate hereby agrees that the PHI provided by, or created or obtained on behalf of Covered Entity shall not be further used or disclosed other than as permitted or required by this Agreement or as required by law.

B. Appropriate Safeguards. Beginning as soon as practicable but in no event later than the effective date of the Security Rule, Business Associate shall establish and maintain appropriate safeguards to prevent any use or disclosure of PHI other than as provided for by this Agreement. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that is created, received, maintained, or transmitted on behalf of the Covered Entity.

C. Reports Of Improper Use Or Disclosure. Business Associate hereby agrees that it shall report to the Agency Director within two (2) days of discovery any use or disclosure of PHI not provided for or allowed by this Agreement.

D. Reports Of Security Incidents. Beginning as soon as practicable but in no event later than the effective date of the Security Rule, Business Associate shall report to the Agency Director within two (2) days of discovery any security incident of which it becomes aware.

E. Subcontractors And Agents. Business Associate hereby agrees that any time PHI is provided or made available to any subcontractors or agents, Business Associate shall provide only the minimum necessary PHI for the purpose of the covered transaction and shall first enter into a subcontract or contract with the subcontractor or agent that contains the same terms, conditions and restrictions on the use and disclosure of PHI as contained in this Agreement.

F. Right Of Access To PHI. Business Associate hereby agrees to allow an individual who is the subject of PHI maintained in a designated record set, to have access to and copy that individual’s PHI within 10 business days of receiving a written request from the Covered Entity. Business Associate shall provide PHI in the format requested, unless it cannot readily be produced in such format, in which case it shall be provided in standard hard copy. If any individual requests from Business Associate or its agents or subcontractors access to PHI, Business Associate shall notify Covered Entity of same within 5 business days. Business Associate shall further conform with and meet all of the requirements of 45 CFR §164.524.

G. Amendment And Incorporation Of Amendments. Within 10 business days of receiving a request from Covered Entity for an amendment of PHI maintained in a designated record set, Business Associate shall make the PHI available and incorporate the amendment to enable Covered Entity to comply with 45 CFR §164.526. If any individual requests an amendment from Business Associate or its agents or subcontractors, Business Associate shall notify Covered Entity of same within 10 business days.

H. Provide Accounting Of Disclosures. Business Associate agrees to maintain a record of all disclosures of PHI in accordance with 45 CFR §164.528. Such records shall include, for each disclosure, the date of the disclosure, the name and address of the recipient of the PHI, a description of the PHI disclosed, the name of the individual who is the subject of the PHI disclosed, the purpose of the disclosure, and shall include disclosures made on or after the date which is 6 years prior to the request or April 14, 2003, whichever is later. Business Associate shall make such record available to the individual or the Covered Entity within 10 business days of a request for an accounting of disclosures.

I. Access To Books And Records. Business Associate hereby agrees to make its internal practices, books, and records relating to the use or disclosure of PHI received from, or created or received by Business Associate on behalf of the Covered Entity, available to the Secretary of Health and Human Services or designee for purposes of determining compliance with the HIPAA Privacy Regulations.
J. **Return Or Destruction Of PHI.** At termination of this Agreement, Business Associate hereby agrees to return or destroy all PHI provided by or obtained on behalf of Covered Entity. Business Associate agrees not to retain any copies of the PHI after termination of this Agreement. If return or destruction of the PHI is not feasible, Business Associate agrees to extend the protections of this Agreement to limit any further use or disclosure until such time as the PHI may be returned or destroyed. If Business Associate elects to destroy the PHI, it shall certify to Covered Entity that the PHI has been destroyed.

K. **Maintenance of PHI.** Notwithstanding Section 13 of this Agreement, Business Associate and its subcontractors or agents shall retain all PHI throughout the term of the Agreement and shall continue to maintain the information required under Section 13 of this Agreement for a period of six (6) years after termination of the Agreement, unless Covered Entity and Business Associate agree otherwise.

L. **Mitigation Procedures.** Business Associate agrees to establish and to provide to Covered Entity upon request, procedures for mitigating, to the maximum extent practicable, any harmful effect from the use or disclosure of PHI in a manner contrary to this Agreement or the Privacy Rule. 45 CFR §164.530(f). Business Associate further agrees to mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement or the Privacy rule.

M. **Sanction Procedures.** Business Associate agrees that it shall develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement or the Privacy rule.

N. **Grounds For Breach.** Any non-compliance by Business Associate with this Agreement or the Privacy or Security Rules will automatically be considered to be a breach of the Agreement, if Business Associate knew or reasonably should have known of such non-compliance and failed to immediately take reasonable steps to cure the non-compliance.

O. **Termination by Covered Entity.** Business Associate authorizes termination of this Agreement by the Covered Entity if the Covered Entity determines, in its sole discretion, that the Business Associate has violated a material term of this Agreement.

P. **Failure to Perform Obligations.** In the event Business Associate fails to perform its obligations under this Agreement, Covered Entity may immediately discontinue providing PHI to Business Associate. Covered Entity may also, at its option, require Business Associate to submit to a plan of compliance, including monitoring by Covered Entity and reporting by Business Associate, as Covered Entity in its sole discretion determines to be necessary to maintain compliance with this Agreement and applicable law.

5. **OBLIGATIONS OF COVERED ENTITY:**

A. **Provision of Notice of Privacy Practices.** Covered Entity shall provide Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR §164.520, as well as changes to such notice.

B. **Permissions.** Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI of which Covered Entity is aware, if such changes affect Business Associate’s permitted or required uses and disclosures.

C. **Restrictions.** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate’s use or disclosure of PHI.

6. **AGREEMENT SIGNATURES**

Covered Entity: **Wright County, Minnesota**

Covered Entity Official Authorized Signature:

______________________________ Date:___________________________

Jami Goodrum Schwartz, Director

Wright County Health & Human Services

Business Associate: __________________

Business Associate Official Authorized Signature:

______________________________ Date:___________________________

__________________________, Contractor
Appendix B: Affidavit of Non-collusion

Wright Count Health & Human Services Affidavit of Non-collusion-Grant RFP

I swear (or affirm) under the penalty of perjury:
1. That I am the responder (if the responder is an individual), a partner in the company (if the responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the responder is a corporation);

2. That the attached proposal submitted in response to the ___________________________ Request for Proposals has been arrived at by the responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition, except to the extent specified in Section 2 of the Proposal.

3. That the contents of the proposal have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder and will not be communicated to any such persons prior to the official opening of the proposals except to the extent specified in Section 2 of the Proposal; and

4. That I am fully informed regarding the accuracy of statements made in this affidavit.

Responder’s Firm Name: __________________________________________

Authorized Signature: ___________________________________________

Date: _________________________________________________________

Subscribed and sworn to me this ________ day of __________

Notary Public Signature: _________________________________________

My commission expires: __________________________________________