



BECKER COUNTY BOARD OF COMMISSIONERS

Regular Meeting

Date: Tuesday, November 19, 2024 at 8:15 AM

Location: Board Room, Courthouse

or

Virtual TEAMS Meeting Option

Call-In #: 763-496-5929 - Conference I.D.: 111 085 424#

- 8:15 Call the Board Meeting to Order: Board Chair Okeson
1. Pledge of Allegiance
- 8:20 Regular Business
1. Agenda Confirmation
 2. Minutes of November 5, 2024 3
- 8:25 Consent Agenda
1. Auditor-Treasurer: Regular Claims, Auditor Warrants, and Claims over 90 Days 7
 2. Auditor-Treasurer: Resolution 11-24-2A - Repurchase 50.0426.000 8
 3. Auditor-Treasurer: Resolution 11-24-2B - Tax Forfeited Easement 32.0013.000 9
 4. Human Services: Regular Claims, Public Health, & Transit
 5. Human Services: PointClickCare Contract 10
 6. Human Services: Frazee School CTC Contract 36
 7. Human Services: Detroit Lakes School CTC Contract 37
 8. Human Services: DHS CSP Grant Contract 2025-2026 38
 9. Human Services: DHS Crisis Grant Contract 2025-2026 54
 10. Human Services: Availity Organization Access Agreement 73
 11. Human Services: DHS Family Childcare Continuous Licensing Agreement 89
 12. Human Services: DHS FGDM Amendment #2 98
 13. Human Services: Temp SW Contract 102
 14. Sheriff: ARMER Grant Contract Agreement 105
 15. Land Use: Sold Waste Campus Land Clearing Project 108
- 8:30 Commissioners
1. Open Forum
 2. Reports and Correspondence
 3. Appointments
 - a) Cormorant Lakes Watershed District - Expiring Terms 110
- 9:00 County Administrator
1. Report
 2. Sunnyside Care Center: Equitable Cost-Sharing for Publicly-Owned Nursing Facilities (ECPN) 111
- Adjourn
- Open Work Session - Cannabis Discussion

Open Work Session - Capital Budget Planning

BOARD MEETING AS POSTED

BECKER COUNTY BOARD OF COMMISSIONERS

DATE: TUESDAY, November 5, 2024, at 8:15 am

LOCATION: Board Room, Courthouse

1. Meeting was brought to order by Chair Okeson. Commissioners in attendance: Okeson, Meyer, Vareberg, Jepson and Nelson, County Administrator Carrie Smith, and minute taker Peggy Martin.
2. Pledge of Allegiance.

Agenda/Minutes:

1. Agenda – Motion and second to approve the agenda with the following changes: add a 6th vehicle to the Sheriff's request to sell vehicles and add Toad Lake Township Resolution to Land Use agenda (Jepson, Nelson) carried.
2. Minutes – Moved and second to approve minutes of October 15, 2024 with the requested changes (Meyer, Nelson) carried.
3. Motion and second to pull Highway: Intersection Lighting Project for further discussion and approve and accept the following Consent Agenda Items – Auditor-Treasurer: Regular Claims, Auditor Warrants and Claims over 90 Days, License List: Annual Tobacco License Renewal for: Dollar General – Emily Taylor – Cormorant Twp, Resolution 11-24-1A – Repurchase 50.0135.000, Human Services: Regular Claims, Public Health, & Transit, MSUM Nursing Experience MOA 2025-2029, SMSU Social Worker Experience MOA 2025-2029, Transit: Resolution 11-24-1F – Americans with Disabilities Act Plan, Environmental Services: Dynamic Lifecycle Service Agreement, Sheriff: Jail – Food Service Management Agreement Amendment, Request to sell Six (6) Squad Vehicles , Highway: Sale of 2013 Tandem Plow Truck, Culvert Liner Repair – CSAH 21 & CSAH 18, Administration: The following Township Boards Opposition to Transferring State Owned Tax Forfeit Land within the White Earth Forest to The White Earth Band of The Minnesota Chippewa Tribe – Callaway, Spring Creek, Sugarbush, Walworth, White Earth, Eagle View, Maple Grove, Savannah, Round Lake, Riceville, and Forest Township (Nelson, Meyer) carried.

Probation: presented by Brian Rubenstein.

1. Motion and second to approve Resolution 11-24-1G – Pretrial Supervision Proclamation (Jepson, Meyer) carried.

Veterans Services: presented by Heidi Harthun.

1. Motion and second to approve Resolution 11-24-1B – Operation Green Light for Veterans (Meyer, Jepson) carried.

Commissioners:

1. Open Forum:
 - Roxanne Zick – Against moving forward with Toad Mountain.
 - Lori Laine – Against moving forward with Toad Mountain.
 - Scott Hilde – Against moving forward with Toad Mountain.
 - Dave Knopf – Against moving forward with Toad Mountain.
 - Gerry Schram – Not listening to townships. Forest roads are terrible.
 - Randy Wurst – Against moving forward with Toad Mountain.
 - Clark Lee – Against moving forward with Toad Mountain.
2. Reports and Correspondence: Reports were provided on the following meetings:
 - Commissioner Jepson – West Central Regional Juvenile Center, West Central Economic Board, Crow Wing One Watershed One Policy, AMC District 4.
 - Commissioner Nelson – Sheriff, Lakeland Mental Health, Soil & Water, Courthouse.
 - Commissioner Meyer – Sheriff, Courthouse, Historical Society, Dancing Sky, DAC, Fair Board, RAC, Finance.
 - Commissioner Vareberg – Highway.
 - Commissioner Okeson – Highway, Prairie Lakes Municipal Solid Waste, Airport, AMC District 4, RAC.
3. Appointments
 - None.

County Administrator: presented by Carrie Smith.

1. Introduction: County Coroner Dr. Nicole Strand.
2. Report:
 - Initial Safety Committee Update.
 - RFPs for Homeless Prevention Grant will be reviewed next week.
 - Capital Budgeting – Work Session at a later date.
 - Cannabis Work Session at a later date.
3. Motion and second to approve the 3 Year LELS Contract with modifications (Meyer, Jepson) carried.

4. Motion and second to approve Resolution 11-24-1K – Purchase of County Fleet Vehicles using LATCF Funds not to exceed \$165,515.18 (Nelson, Meyer) carried.
5. Motion and second to approve Resolution 11-24-1C – Capital Contribution to the Detroit Lakes – Becker County Airport Commission in the amount of \$650,000 utilizing Special General Funds (Okeson, Jepson) carried.
6. Motion and second to approve Resolution 11-24-1D – Support for Clay County PRTF (Psychiatric Residential Treatment Facility) (Jepson, Nelson) carried.
7. Motion and second to approve Resolution 11-24-1E – Elected Officials Salaries (Meyer, Nelson) carried.

Human Resources: presented by Teaira Christen.

1. Motion and second to approve Resolution 11-24-1H – 2025 Insurance Benefits Cash in Lieu of \$734.15 per month for all Non-Union, AFSME Highway, LELS391 Deputies, LELS390 Sheriff Supervisor and LELS565 Essential Administrators or \$704.16 per month when employee + 1 or family medical insurance plan is selected for all LELS419 Dispatch and Jailers, Human Services Supervisors, Teamsters Courthouse, Teamsters Human Services, and Teamsters Confidential Sheriff Clerical (Meyer, Jepson) carried.
2. Motion and second to update the Vacation Policy to reflect vacation leave may be accumulated to a maximum of 240 hours on March 31st of each year. Any vacation leave accumulated in excess of 240 hours as of March 31st will be lost to the employee and donated to the catastrophic medical leave sharing bank (Meyer, Nelson) carried.
3. Motion and second to approve a Personnel Policy Addition - Married full-time employees may both contribute their county paid contribution of the lowest HSA eligible plan toward one Employee + 1 or Family medical insurance premium (Meyer, Jepson) carried.

Land Use/Environmental Services: presented by Steve Skoog.

1. Motion and second to approve Resolution 11-24-1J – MPCA Grant Application Request (Vareberg, Okeson) carried.
2. Acknowledgement of Toad Lake Township Resolution Adopting an Interim Ordinance Establishing a Moratorium.
3. Resolution 11-24-1I – SRF Professional Services Agreement.
 - Motion and second to not accept the Master Plan and return the \$52,000 donation to the anonymous donor (Vareberg, Jepson) carried.

Planning & Zoning: presented by Kyle Vareberg.

1. Planning Commission Recommendations 10-30-2024

- Motion and second to concur with the Planning Commission Recommendation to approve for JAA Land LLC – Request a Final Plat for a common interest community consisting of twenty-eight (28) units to be known as Turtle Lake Toy Lockers (Jepson, Vareberg) carried.
- Motion and second to concur with the Planning Commission Recommendation to approve for John & DeeAnn Amundson – Request for a Conditional Use Permit to replace a retaining wall (Nelson, Meyer) carried.
- Motion and second to concur with the Planning Commission Recommendation to approve for Fortner Remmich Revocable Trust – Request for a Conditional Use Permit to replace retaining walls (Meyer, Nelson) carried.
- Motion and second to concur with the Planning Commission Recommendation to approve for Kasey Klemm – an Amendment to an existing Conditional Use Permit, recorded document number 654801 to amend stipulation 6 to a 10-year timeline (Jepson, Meyer) carried.

2. Comp Plan

- Update on Work Session Revisions. Bring back revised Comp Plan on November 19th.
- Public Hearing question responses.
 - i. Grammatical errors and state statute error have been taken care of.
 - ii. CAFO's – identifying suitable locations doesn't mean they are automatically approved.
 - iii. Wake boat concerns need to be petitioned to the respective lake association before coming to the board.
 - iv. Residential growth is limited. DNR land is not targeted as residential.
 - v. Agencies have been given notice to engage in the process.

Being no further business, Board Chair Okeson adjourned the meeting at 10:57 am.

/s/ Carrie Smith
Carrie Smith
County Administrator

/s/ John Okeson
John Okeson
Board Chair



BECKER COUNTY BOARD OF COMMISSIONERS

Finance Committee Meeting

Date: Monday, November 18, 2024 at 8:30 AM

Location: 1st Floor – Board Meeting Room - Courthouse
915 Lake Avenue, Detroit Lakes, MN

Administrator

1. Report
2. Sunnyside ECPN Application

Auditor-Treasurer

1. Claims
2. Resolution 11-24-2A - Repurchase 50.0426.000
3. Resolution 11-24-2B - Tax Forfeited Easement 32.0013.000

Human Services

1. Contracts/Agreements
 - a) Frazee School CTC Contract
 - b) Detroit Lakes School CTC Contract
 - c) DHS CSP Grant Contract 2025-2026
 - d) DHS Crisis Grant Contract 2025-2026
 - e) DHS Family Childcare Continuous Licensing Agreement
 - f) Temp SW Contract
2. Claims Human Services, Public Health, & Transit

Sheriff

1. ARMER Grant Agreement

Land Use/Environmental Services

1. Solid Waste Campus Land Clearing Project

Adjourn

RESOLUTION

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION NO. 11-24-2A

WHEREAS, the legal description of the property is Parcel Number 50.0426.000, described as,

Lot 1 of Block 21, Original Townsite of Frazee, according to the certified plat thereof on file and of record in the office of the County Recorder in and for Becker County, Minnesota.

WHEREAS, the property forfeited December 5, 2023, on Auditor's Certificate of Forfeiture, Document No. 701400 for 2019, 2020, 2021, 2022, 2023, 2024 taxes and miscellaneous fees; and

WHEREAS, Kyle R. Schultz as personal representative of Lavonne Schultz Estate has requested an Application for Re-purchase of Forfeited Lands with the County Auditor-Treasurer; and

WHEREAS, a repurchase price of \$2,387.99 will be paid in full upon approval; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Becker County, Minnesota, hereby approves the application for Re-purchase of Tax Forfeited Lands for Parcel Number 50.0426.000.

Duly adopted this 19th day of November 2024 in Detroit Lakes, Minnesota.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith
Carrie Smith
County Administrator

/s/ John Okeson
John Okeson
Board Chair

State of Minnesota)
) ss.
County of Becker)

I, the undersigned being the duly appointed and qualified County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held November 19, 2024, as recorded in the record of proceedings.

Carrie Smith
County Administrator

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 11-24-2B

Tax Forfeit Land Easement

WHEREAS, Parcel 32.7040.000 described as Section 19-141-39 E1/2 of SW1/4 which forfeited in 1956 for nonpayment of taxes, and

WHEREAS, David and Karen Gray are the owners of Parcel 32.0013.000 described as Section 19-141-39 S1/2 of NW1/4 and have requested an easement across tax forfeit land; and

WHEREAS, The County Attorney has drafted the Easement from Becker County on tax forfeited lands to Gray's property; and

NOW THEREFORE BE IT RESOLVED. That the Board of County Commissioners of Becker County, Minnesota, approves the easement to David and Karen Gray across tax forfeit land in Sugar Bush Twp.

Duly adopted this 19th day of November 2024, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith

Carrie Smith
County Administrator

/s/ John Okeson

John Okeson
Board Chair

State of Minnesota)
) ss
County of Becker)

I, the undersigned being the duly appointed and qualified County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held November 19, 2024, as recorded in the record of proceedings.

Carrie Smith
County Administrator

STANDARD AMBULATORY PORTAL SERVICE ORDER FORM

SOF Effective Date

This Service Order Form (this “**SOF**”) is subject to the terms and conditions set forth in the Master Subscription Agreement between Collective Medical Technologies, Inc., a PointClickCare company (“**Collective**”) and the Subscriber indicated below, dated as of _____.

Subscriber Information	
Name of Subscriber	<u>Becker County</u>
Subscriber Address	<u>712 Minnesota Ave Detroit Lakes, MN 56501</u>
Subscriber Contact Name and Title:	<u>Amanda Kumpula</u> <u>Public Health Supervisor</u>

Standard Ambulatory Portal (See Appendix A for Program Configuration)
Access by care team members in ambulatory settings (e.g., primary care, specialty providers, etc.) (“ Ambulatory Users ”) to hospital emergency department (ED) visit, observation visits, and inpatient (including inpatient psychiatric) admission, discharge and transfer encounter (“ Patient Encounter ”) data (e.g., patient or member identifier, admit date, location of visit, etc.) and Care Coordination Content as contributed via real-time notifications by entities participating in the Collective Network.

Additional Services	
Onboarding Services	Delivery services to ensure smooth data integration and high touch onboarding services, including user account setup, configuration of notification rules, single sign on (where applicable), scheduled reports, and Collective Ambulatory training.
Technical Support and End-User Support	Access to technical support on a 24/7 basis and general customer support for operational questions, troubleshooting, and training during normal business hours.

[Remainder of Page Intentionally Blank]

Fees & Key Terms	
Quarterly Subscription Fee	Quarterly Subscription Fee: \$0* *Note: Subscriber’s subscription is sponsored by the Minnesota Department of Health for Subscriber’s Medicaid population.
	Subscriber’s subscription to Standard Ambulatory Portal (and limited to Subscriber’s Medicaid patient population) is sponsored by the Minnesota Department of Health. Accordingly, so long as the Minnesota Department of Health sponsors this subscription, Subscriber shall not be required to pay any subscription fees hereunder. If at any time such sponsorship is discontinued, and Collective is unable to secure an alternative sponsorship arrangement, Subscriber shall, no more than ninety (90) days after notice to Subscriber of the foregoing, elect one of the following options: (a) begin paying quarterly subscription fees to Collective calculated in accordance with Collective’s then prevailing rates and payment terms, or (b) terminate its subscription to Standard Ambulatory Portal with no payment obligation.
Implementation Fees, Other Costs	Collective will not charge implementation fees or impose any costs; provided, however, that Subscriber will be responsible for any fees imposed by third parties that Subscriber engages in connection with Subscriber’s implementation of, or access to, the Services.
Term	One (1) year with optional auto-renewal, pursuant to Section 9 of the Master Subscription Agreement.
Termination	Ninety (90) day termination for convenience, pursuant to Section 9 of the Master Subscription Agreement.

IN WITNESS WHEREOF, Collective and Subscriber have executed this Service Order Form as of the SOF Effective Date.

COLLECTIVE MEDICAL TECHNOLOGIES, INC.

Becker County

By: _____

By: _____

Printed Name

Denise Warren
Printed Name

Title

Title

Date

Date

Appendix A
Program Configuration

Standard Ambulatory Portal – Features & Functions	
User Roles & Access	User Roles: Ambulatory Care Team & Providers User Access: Direct Access (e.g., username & password) OR Single Sign-On (if and as supported)
Patient Encounter Care Coordination Content	Access by Ambulatory Users to patient demographics, care insights, Patient Encounter history, safety and security events, care team information, tags, and flags (collectively, “ Care Coordination Content ”) within the Standard Ambulatory Portal.
Census Page	A dashboard within the Standard Ambulatory Portal including Patient Encounter data over the past 72 hours. In addition to Patient Encounter data defined above, this page includes post-acute encounter data.
Cohorts	A dashboard within the Standard Ambulatory Portal showing real-time graphs on recent Patient Encounters activity, and standardized risk-based cohorts. The cohorts available in the portal are: <ul style="list-style-type: none"> • ED Visits • ED Discharges • Acute Inpatient Admissions • Acute Inpatient Discharges • 3+ ED Visits in 3 months • 5+ ED Visits in 12 months • Behavioral Health ED Encounters
Reports	Optional: Scheduled report(s) of the Patient Encounters showing acute encounters can be provided daily (prior day), weekly (prior 7 days) or monthly (previous month).
Notification Methods	Optional: Real-time notifications based on Patient Encounters with digested Care Coordination Content delivered via fax, secure email, or text message (SMS) based on standardized risk-based cohorts.
Patient Overview	Ability for Ambulatory Users to view, create or update Care Coordination Content through the Standard Ambulatory Portal. In addition to Patient Encounter data defined above, this page includes post-acute encounter data. Ambulatory practices with multiple locations can provide a ‘Location ID’ on the patient roster, which will reflect on the practice’s patient overview page and in the groups page of the portal. Ambulatory Users can also manually add their own custom tags via the portal that are visible only within their facility’s portal on the patient overview page.
User Accounts	Use of the Standard Ambulatory Portal without any limit on the number of users. During onboarding up to five initial accounts will be created for key staff with account manager training. The account manager(s) will create and manage additional user accounts for their facility.

MASTER SUBSCRIPTION AGREEMENT

THIS MASTER SUBSCRIPTION AGREEMENT (“**Agreement**”) is entered into by and between Collective Medical Technologies, Inc., a PointClickCare company (“**Collective**”) and the subscriber indicated on the signature page hereto (“**Subscriber**”) (each a “**Party**” and, collectively, the “**Parties**”), each on behalf of itself and its Affiliates, and is effective as of the later date of the signatures on the signature page hereto (the “**Effective Date**”). In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. Certain Definitions

- 1.1. “**Affiliate**” means any organization (a) which controls, is controlled by, or is under common ownership or control with a Party; or (b) for which a Party directly or indirectly holds or controls fifty percent (50%) or more of the beneficial ownership or voting interest or the power to direct or cause the direction of the management or policies of an entity, whether through the ability to exercise voting power, by contract, or otherwise.
- 1.2. “**Authorized Purposes**” are the purposes and activities for which Subscriber authorizes Collective, and for which Subscriber is authorized, to use or disclose Patient Data through the Services, which are treatment, payment, health care operations and public health activities, as those terms are used and defined in 45 C.F.R. §§ 160 and 164, and in all cases only as permitted by applicable state and federal law.
- 1.3. “**BAA**” means the Business Associate Agreement executed by and between the Parties.
- 1.4. “**Collective Network**” means the network facilitated by the Collective Platform pursuant to which Network Participants share Patient Data for Authorized Purposes.
- 1.5. “**Collective Platform**” means certain remotely hosted software-as-a-service (SaaS) applications and their underlying technologies that facilitate access to information sourced from Network Participants on the Collective Network.
- 1.6. “**Network Participant**” means (i) a Partner Network or (ii) any covered entity, business associate, or other health care entity that participates in the Collective Network by executing an agreement with Collective with network terms substantially similar to those set forth in this Agreement. Subscriber is a Network Participant.
- 1.7. “**Network Policies**” means the Network Security Policy, the applicable Sensitive Information Policy, the Terms of Use, the System Requirements, and such other Collective-defined policies and requirements available or referenced at <https://collectivemedical.com/network-policies/> which govern the technical or administrative operations of the Collective Network and which may be updated or amended by Collective in accordance with Section 11.6, below.
- 1.8. “**Partner Network**” means a data solutions provider or electronic data exchange network (such as a health information exchange or an electronic medical record with interoperability functionality for sharing Patient Data) with which Collective has a relationship which allows sharing of certain Patient Data for Authorized Purposes.
- 1.9. “**Patient Data**” has the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, but, where context dictates, limited to the information created or received by Collective from or on behalf of Subscriber.
- 1.10. “**Sensitive Information**” is a subset of Patient Data which is specifically identified or referred to in the Sensitive Information Policy and which includes, but is not limited to, Psychotherapy Notes and Substance Use Disorder Information.
- 1.11. “**Service Order Form**” or “**SOF**” means an ordering document specifying the Services to be provided hereunder that is entered into between Subscriber and Collective, including any addenda and supplements thereto. SOFs shall be deemed incorporated herein by reference. No SOF will be binding unless executed by both Parties.

- 1.12. **“Services”** means the provision of access to and participation in the Collective Network via one or more SaaS applications on the Collective Platform, including updates and modifications thereto, related support services, configurations, implementations, documentation, and training services, in each case as specified in a SOF.
- 1.13. **“Terms of Use”** or **“ToU”** means the terms of use for the Services, available at <https://collectivemedical.com/collective-policies/> or such other URL as Collective may provide.
- 1.14. **“Users”** means any of Subscriber’s employees, agents, workforce members, and independent contractors which Subscriber authorizes to use the Services in accordance with the Agreement, including the Terms of Use.

2. **Services.**

- 2.1. **Subscription.** Subject to the terms of the Agreement and any restrictions set forth in a SOF, Collective grants Subscriber and its Users a non-exclusive, non-transferable, non-sublicenseable right to have its Users: (a) access the features and functions of the Services ordered under a SOF solely for Subscriber’s internal business purposes; and (b) view, download and use the content made available to Subscriber and Users through the Services solely in accordance with the terms of this Agreement. Subscriber and Users will use the Services in accordance with the ToU. Except as expressly set forth in this Agreement, Collective retains all right, title and interest in and to the Services, and all intellectual property rights therein. Collective reserves all rights not expressly granted to Subscriber under this Agreement.
- 2.2. **Users.** Subscriber shall grant and revoke User authorizations in accordance with Collective’s reasonable security and user-credentialing requirements as may be communicated by Collective from time to time. Subscriber shall ensure that its Users’ access to and use of the Services are in accordance with the ToU. Subscriber is solely responsible for each of its Users’: (a) use of the Services, (b) training, (c) compliance with the ToU, and (d) compliance with applicable state and federal privacy laws (including, without limitation, the HIPAA minimum-necessary standard described in 45 C.F.R. §§ 164.502(b) and 164.514(d) (the **“Minimum-Necessary Standard”**)).
- 2.3. **Restrictions.** Subscriber and its Users may use the Services only in accordance with applicable law and the Agreement. Except as expressly authorized by the Agreement, Subscriber will not, and will not allow any User or other third party under its control to, (a) permit any non-User to access or use the Services; (b) decompile, disassemble, reverse engineer, or otherwise attempt to derive the trade secrets embodied in the Services; (c) use the Services or any Collective Confidential Information to develop a competing product or service or create any derivative works based on the Services; (d) use any Services, or allow the transfer, transmission, export, or re-export of any Services or portion thereof in violation of any export control laws or regulations administered by the U.S. Commerce Department or any other government agency; (e) bypass or breach any security device or protection used by the Services or access or use the Services other than through the use of a User’s own then-valid access credentials; (f) input, upload, transmit, or otherwise provide to or through the Services any information or materials that are unlawful or injurious or which contain, transmit, or activate any harmful or destructive code; (g) remove any copyright, trademark, proprietary rights, disclaimer, or warning notice included on or embedded in any part of the Services, including any screen displays, etc., or any other products or materials provided by Collective hereunder; or (h) access the Services or allow any employee, contractor or agent to access the Services, with, for example, any automated or other process such as screen scraping, by using robots, web-crawlers, spiders or any other sort of bot or tool, for the purpose of extracting data, monitoring availability, performance, functionality, or for any other benchmarking or competitive purpose. Except to the extent expressly warranted by Collective hereunder, Collective will not be liable to Subscriber or otherwise responsible for any results obtained or derived by Subscriber’s use of the Services. Subscriber further acknowledges and understands that the full availability of certain functionality or content of the Services depends, in part, upon the accuracy and completeness of the Patient Data provided by Subscriber to Collective via the Services. Accordingly, such unavailability of the Services shall not be deemed to be a failure by Collective to provide the Services hereunder. Subscriber agrees that it shall hold Collective harmless from any and all adverse expenses, damages, or losses which may result from any such unavailability of the Services.
- 2.4. **Connectivity; Service Levels.** As between Collective and Subscriber, Subscriber is solely responsible for all telecommunication and internet connections required to access the Services, as well as all hardware and

software at Subscriber's site(s). In addition to other third-party costs that may apply, Subscriber agrees to pay for all telecommunications services required for Subscriber and its Users to access the Services. Subscriber's access to the Services is conditioned upon Subscriber's compliance with the Minimum System Requirements. Collective hereby disclaims all liabilities and makes no warranties of any kind with respect to Subscriber's use of products or services provided by a third party to access or use the Services (e.g., computers, operating systems, internet connections, EMRs (if applicable), etc.). Subject to Subscriber's compliance with the terms of this Agreement, including the Minimum System Requirements, Collective shall provide the Services in accordance with the applicable Service Levels.

- 2.5. Services Ownership and Feedback. Except for the limited rights expressly provided to Subscriber herein, Collective retains all rights, title, and interest (including, without limitation, all patent, copyright, trademark, trade secret, and other intellectual property rights) in and to the Services, and all copies, modifications, and derivative works thereof (including any changes which incorporate any of Subscriber's or a User's ideas, feedback, or suggestions). Subscriber acknowledges and understands that Subscriber is obtaining only a limited right to access the Services during the Term and that, irrespective of any use of terms such as "purchase" or "sale" hereunder or in any SOF, no ownership rights are conveyed to Subscriber under the Agreement. Subscriber acknowledges that Collective makes available to all of its Network Participants on a regular basis improvements to the Services which may be based in whole or in part on feedback provided by its Network Participants and their Users and Subscriber hereby grants, to the extent Subscriber has the authority to so grant, to Collective a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction, or other feedback which is provided to Collective by Subscriber or its Users.
- 2.6. Subscriber Ownership of Patient Data. Subscriber shall retain ownership of its Patient Data but acquires no right, title, or interest, except for the limited right expressly granted to Subscriber herein, in Collective's proprietary format or display of same. Subscriber hereby grants to Collective a non-exclusive license to use and disclose the Patient Data that Subscriber transmits via the Services and the other data described herein, in each case solely for the purposes expressly set forth herein.

3. **Data Use and Compliance.**

- 3.1. Subscriber Attestation. Subscriber acknowledges and understands that the Services include certain software applications that enable Subscriber and its Users to access and share information, including Patient Data, electronically with other Network Participants for Authorized Purposes. Accordingly, in order to access the Services and participate in the Collective Network, Subscriber hereby attests that Subscriber is either a covered entity or a business associate to one or more covered entities (or both), as those terms are used and defined at 45 CFR 160.103. Collective's willingness to provide access to the Services is conditioned upon Subscriber's attestation in this Section. Subscriber shall provide additional clarifications regarding such status upon Collective's request. Any misrepresentation of such status by Subscriber shall be an incurable breach of this Agreement.
- 3.2. Business Associate. The Parties acknowledge that Collective is a business associate of Subscriber and the Services are provided subject to the BAA.
- 3.3. Network Security. Collective and Subscriber each agree to maintain administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Patient Data as required by the HIPAA Security Rule set forth at 45 CFR Part 160 and 45 CFR 164 Subparts A and C, and to comply with the Network Security Policy. Collective shall store Subscriber's Patient Data solely within the United States and shall access Subscriber's Patient Data solely from within the United States and Canada.
- 3.4. Sensitive Information Compliance. Subscriber and its Users may use and disclose Sensitive Information via the Services only to the extent that such use and disclosure are strictly in accordance with the Sensitive Information Policy.
- 3.5. Use & Disclosure of Information by Subscriber and Subscriber's Contractors.
 - 3.5.1. Subject to the terms of this Agreement, Subscriber may use and disclose Patient Data via the Services for the Authorized Purposes. As between Subscriber and Collective, Subscriber is solely responsible for ensuring that Subscriber's use and disclosure of Patient Data via the Services (a) is limited to Authorized Purposes; (b) is permissible under any applicable notice of privacy practices;

(c) is not required to be authorized or consented to by any person, including any individual to whom it pertains, or if authorization or consent of any person is required, that it has been obtained, including any consent requirements set forth in the Sensitive Information Policy; (d) is not subject to an agreed upon or required restriction which would prohibit the disclosure; and (e) is limited to individuals with whom Subscriber has a direct or indirect relationship for treatment, payment, or health care operations purposes, or for whom Subscriber is permitted by applicable law to access Patient Data for a public health purpose. Furthermore, Subscriber hereby represents that its access to, use of, and disclosure of Patient Data via the Services shall be consistent with all applicable federal and state laws, including, without limitation, the Minimum-Necessary Standard.

- 3.5.2. If Subscriber engages an individual or entity as a business associate of Subscriber to provide services on Subscriber's behalf which services require access to Patient Data via the Services (each a **"Contractor"**), Subscriber shall restrict such Contractor's use and disclosure of Patient Data to the applicable Authorized Purposes and in all cases consistent with the Minimum-Necessary Standard. To the extent that Subscriber requests that Collective directly deliver Subscriber's Patient Data to Subscriber's Contractor, via the Services or otherwise, and Collective agrees to do so, then Subscriber shall deliver an authorization letter to Collective which identifies the specific subset of Patient Data necessary to fulfill the request. Such authorization letter shall be deemed to include the following Subscriber representations: (a) that Subscriber has executed a services contract and a valid HIPAA business associate agreement with the Contractor; (b) that the Patient Data which Subscriber instructs Collective to deliver to the Contractor is consistent with the Authorized Purposes and with the Minimum-Necessary Standard; (c) that the Contractor has provided Subscriber with assurances to Subscriber's reasonable satisfaction with respect to the Contractor's information-security practices and related compliance, and that Subscriber understands and acknowledges that Collective will not be performing its own security or compliance assessments of the Contractor; (d) that Subscriber will not hold Collective responsible for the Contractor's use or disclosure of, or changes to, the Patient Data or for any other activity of Subscriber's Contractor; and (e) that Subscriber will immediately notify Collective upon termination of Subscriber's services contract or business associate agreement with the Contractor or upon any change of the scope of such agreements such that a change to the Contractor's access to Subscriber's Patient Data is merited.
- 3.5.3. State PDMP Data. To the extent that a SOF indicates that the Services include data from one or more states' prescription drug monitoring programs (**"PDMP Data"**), Subscriber's access to and use of such PDMP Data may be subject to certain additional flow-down terms and conditions imposed by the applicable state PDMP administrators, which additional terms and conditions shall be set forth in the applicable SOF.
- 3.5.4. Audacious Inquiry. In the event that Subscriber sends data to, or receives data via the Services from, Audacious Inquiry, LLC (**"Audacious"**), who is Collective's Affiliate, in one or more of the states in which Audacious operates, then the terms for the applicable states shall apply to this Agreement, which terms are set forth in Attachment A.
- 3.6. Use and Disclosure of Patient Data by Collective and other Network Participants. Unless separately agreed to between Subscriber and a Network Participant, and subject to any other applicable legal or contractual requirements, obligations, limitations, or conditions, including but not limited to those set forth in this Agreement, the transfer of Patient Data by Subscriber via the Services, either directly or by way of a third party, conveys to Collective and to the Network Participants full rights to use and disclose such Patient Data for all of the Authorized Purposes, even if the original transfer of such Patient Data was made in connection with only a subset of the Authorized Purposes. Authorized Purposes may, by way of illustration and not limitation, consist of uses or disclosures of Patient Data for population health services, data aggregation services as defined in 45 C.F.R. § 164.501 and as permitted by 45 C.F.R. §164.504(e)(2)(i)(B), inclusion in records, disclosure to other parties, modification, de-identification in accordance with 45 C.F.R. §§ 164.502(d) and 164.514(a)-(c), and destruction, in each case only to the extent permitted by applicable law. For the avoidance of doubt, this Agreement does not permit any sale or marketing of Patient Data.
- 3.7. Use and disclosure of Patient Data by Collective. Collective may use and disclose Patient Data (i) for the Authorized Purposes as described in Section 3.6, (ii) for Collective's proper management and

administration, (iii) for development and improvement of the Services, (iv) for de-identification in accordance with 45 C.F.R. §§ 164.502(d) and 164.514(a)-(c), (v) to create and share Limited Data Sets in accordance with 45 CFR § 164.514, and (vi) as otherwise authorized in this Agreement or the BAA. Any obligation in the Agreement or the BAA to return or destroy Patient Data following termination of the Agreement or the BAA shall be understood to not apply to any Patient Data for which return or destruction is not feasible. Subscriber acknowledges that among the possible reasons for which return or destruction of Patient Data may not be feasible are instances where the Patient Data has been transmitted via the Collective Network to another Network Participant for Authorized Purposes as described herein and where Collective, therefore, holds such Patient Data pursuant to a separate HIPAA business associate agreement between Collective and such Network Participant.

3.8. Use and disclosure of Administrative Data, Transaction Data, and Derived Data by Collective.

3.8.1. Administrative Data. “**Administrative Data**” means information identifying and pertaining to Subscriber and its Users, such as User contact information, but which does not contain Patient Data or Subscriber’s Confidential Information, which Collective uses to manage and administer the Services and provide support to Subscriber and its Users. Collective may use and disclose Administrative Data for purposes of providing the Services to Network Participants, for the purposes set forth in the Terms of Use, for Collective’s proper management and administration, and as required by law.

3.8.2. Transaction Data. “**Transaction Data**” means information and statistics about Subscriber’s interactions with and usage of the Services, but which does not contain Patient Data, Administrative Data, or Subscriber’s Confidential Information. Collective may use and disclose Transaction Data for any lawful purpose, including, by way of illustration and not limitation, (i) for the analysis, development, improvement, and provision of the Services and other Collective products and services; (ii) for recordkeeping, fee calculation, internal reporting, support, and other internal business purposes; (iii) to report the number and type of transactions and other statistical information concerning the Services; and (iv) to otherwise administer and facilitate the Services.

3.8.3. Derived Data. “**Derived Data**” means any data that Collective derives from Patient Data, Administrative Data, or Transaction Data that does not include Subscriber’s Confidential Information or any Patient Data or other personally identifiable information. Subscriber hereby acknowledges and agrees that the Derived Data is owned by, and is the exclusive property of Collective, and that Collective may use, disclose, market, license, distribute, sell, receive remuneration for, create derivative works of, and otherwise commercialize the Derived Data for any legally permissible purpose without restriction.

4. **Fees and Payment**

4.1. Subscription Fees. Subscriber shall pay all fees specified in the applicable SOFs, as modified from time to time pursuant to Section 4.3 below. Except as otherwise specified herein or in a SOF, (a) fees are based on Services purchased and not actual usage, and (b) payment obligations are non-cancelable and fees paid are non-refundable.

4.2. Invoicing and Payment. Fees shall be invoiced in advance and otherwise in accordance with the relevant SOF. Unless otherwise stated in the SOF, fees are due net thirty (30) days from the receipt of invoice date, provided that if an invoice is sent electronically to the email address provided by Subscriber for billing, then it shall be deemed received by Subscriber as of the date it was sent. Collective shall submit invoices to Subscriber as set forth on the signature page hereof.

4.3. Fee Increases. Fees, or the PMPM rates used to calculate the fees, if applicable, shall increase annually by the greater of five percent (5%) or the U.S. Consumer Price Index for All Urban Consumers (CPI-U) as published by the United States Bureau of Labor Statistics over the previous year’s fees or PMPM rates, as the case may be. Additionally, Collective may increase the fees payable by Subscriber as follows: (a) in accordance with the fee provisions set forth on the applicable SOF; (b) in proportion to the increase in Subscriber’s emergency department visits, to the extent that such visits are used to calculate the fees associated with the Services, upon no less than thirty (30) days written notice; or (c) otherwise for an upcoming Renewal Term (defined in Section 9) by providing one hundred twenty (120) days written notice to Subscriber.

- 4.4. Overdue Charges. Subject to Section 4.6, if any invoiced amount is not received by Collective by the due date, then without limiting Collective's rights or remedies, those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.
- 4.5. Suspension of Service. Subject to Section 4.6, if any charge owing by Subscriber is thirty (30) days or more overdue, Collective may, without limiting its other rights and remedies, suspend Services until such amounts are paid in full, provided Collective has given Subscriber at least ten (10) days' prior notice that its account is overdue and provided that Collective shall, at all times, continue to securely maintain Subscriber's Patient Data in accordance with the BAA and shall continue to make all such Patient Data available to and useable by Subscriber until such time as Collective returns or destroys such Patient Data in accordance with the BAA.
- 4.6. Payment Disputes. Collective shall not exercise its rights under Sections 4.4 (Overdue Charges) or 4.5 (Suspension of Service) if Subscriber is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.
- 4.7. Taxes. Collective's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). Subscriber is responsible for paying all Taxes associated with its purchases hereunder. If Collective has, or is later determined to have, the legal obligation to pay or collect Taxes for which Subscriber is responsible under this Section 4.7, Collective shall invoice Subscriber and Subscriber shall pay that amount unless Subscriber provides Collective with a valid tax exemption certificate which is authorized by the appropriate taxing authority.
- 4.8. Future Functionality. Subscriber agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Collective regarding future functionality or features.
5. **DISCLAIMERS**. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED ON AN AS-IS BASIS ONLY. WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE FOREGOING, COLLECTIVE DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL MEET THE REQUIREMENTS OF ANY PERSON OR WILL OPERATE ERROR-FREE OR CONTINUOUSLY, AND COLLECTIVE MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OR REPRESENTATIONS CONCERNING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SUBSCRIBER AGREES THAT COLLECTIVE HAS MADE NO AGREEMENTS, REPRESENTATIONS, OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND THAT NO OTHER STATEMENT ABOUT THE INFORMATION OR SERVICES PROVIDED UNDER THIS AGREEMENT SHALL BE DEEMED TO BE A WARRANTY EXCEPT TO THE EXTENT EXPRESSLY STATED AS SUCH A WARRANTY IN A MUTUALLY EXECUTED AMENDMENT TO THIS AGREEMENT. THE INFORMATION AVAILABLE THROUGH THE SERVICES DOES NOT REPRESENT COLLECTIVE'S RECOMMENDATIONS. SUBSCRIBER ACKNOWLEDGES THAT THE SERVICES ARE NOT DESIGNED OR INTENDED TO BE RELIED UPON IN ANY ENVIRONMENT IN WHICH THE UNAVAILABILITY OF THE SERVICES COULD LEAD TO DEATH, PERSONAL INJURY, OR PHYSICAL OR ENVIRONMENTAL DAMAGE. COLLECTIVE ASSUMES NO RESPONSIBILITY FOR THE ACCURACY, UP-TO-DATE STATUS, OR COMPLETENESS OF THE PATIENT DATA, NOR FOR SUCH PATIENT DATA'S SUFFICIENCY WITH ANY LEGAL STANDARD. SUBSCRIBER ALSO ACKNOWLEDGES AND AGREES THAT THE SERVICES AND PATIENT DATA ARE NOT INTENDED TO BE MEDICAL ADVICE OR INSTRUCTIONS FOR MEDICAL DIAGNOSIS, TREATMENT, OR CARE OF PERSONS BY COLLECTIVE AND THAT THE SERVICES ARE NOT A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, EXAMINATION, DIAGNOSIS, OR TREATMENT AND SHOULD NOT BE USED TO DIAGNOSE, TREAT, CURE, OR PREVENT ANY DISEASE WITHOUT THE SUPERVISION OF A DOCTOR OR QUALIFIED HEALTHCARE PROVIDER. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT COLLECTIVE DOES NOT OPERATE OR CONTROL THE INTERNET AND THAT: (A) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (B) UNAUTHORIZED USERS (E.G., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE DATA, WEBSITES, COMPUTERS, OR NETWORKS AND THAT

COLLECTIVE WILL NOT BE RESPONSIBLE FOR SUCH ACTIVITIES EXCEPT TO THE EXTENT THAT SUCH ACTIVITIES ARE CAUSED BY COLLECTIVE'S BREACH OF ITS INFORMATION SECURITY OBLIGATIONS HEREUNDER. IN NO EVENT SHALL COLLECTIVE BE LIABLE TO SUBSCRIBER OR ANY THIRD PARTY FOR DAMAGES CAUSED BY A ZERO-DAY SECURITY EVENT.

6. **Limitations on Liability Relating to Performance of Services.** Neither Party shall be liable to the other Party or to any third party for any incidental, consequential, or punitive damages arising out of or related to this Agreement, even if advised of the possibility of such damages. Each Party's aggregate liability to the other for all damages, losses, and causes of action, whether in contract, tort (including negligence), or otherwise shall not exceed the greater of one million dollars (\$1,000,000) or two (2) times the total fees paid to Collective on behalf of Subscriber during any twelve (12) month period of the Term. Notwithstanding the foregoing, in no event shall a Party be responsible for any penalties, damages, or other losses incurred by the other Party as the result of any event, occurrence, or failure to perform which was materially caused or contributed to by such other Party's failure to comply with an obligation under any applicable requirement of this Agreement or with any law or regulation.
7. **Indemnification.** To the extent permitted by applicable law, and subject to the limitations set forth in this Agreement, each Party will indemnify, hold harmless, and defend the other Party from and against any and all third-party claims, losses, deficiencies, damages, liabilities, costs, and other expenses (including but not limited to reasonable attorneys' fees) incurred as a result of a third-party claim which arises out of the indemnifying Party's breach of this Agreement, grossly negligent act or omission, or willful misconduct. Additionally, Collective will indemnify, hold harmless, and defend Subscriber with respect to any third-party claims, demands, awards, judgments, actions, and proceedings made by any person or organization based on a claim that the Services, without modification and without combination with any third-party's intellectual property, infringe upon a United States patent, copyright, trade secret, or other proprietary right of a third party. Notwithstanding the foregoing, Collective will have no obligation with respect to any claim of infringement that is based upon or arises out of (a) the use or combination of the Services with any software, products, data, or other materials not provided by Collective, (b) modification or alteration of the Services by anyone other than Collective, (c) use of Services in excess of the rights granted in this Agreement, or (d) any specifications, content, Patient Data or intellectual property provided by Subscriber. The indemnification obligations set forth in this Section are contingent upon the indemnified Party promptly notifying the indemnifying Party in writing of such claim, loss, liability, etc. and permitting the indemnifying Party sole authority to control the defense or settlement of such claim and providing such indemnifying Party reasonable assistance (at such indemnifying Party's sole expense) in connection therewith.
8. **Insurance.** During the Term of the Agreement, Collective shall maintain, at Collective's sole expense, commercial general liability insurance, including contractual liability and cyber liability, in the amount of \$1,000,000 per occurrence and \$5,000,000 aggregate; auto liability for \$1,000,000 combined single limit; AND workers compensation and employer's liability with limits of \$500,000 per occurrence and \$1,000,000 in aggregate. Collective shall provide proof of such insurance upon request.
9. **Term & Termination of Agreement.** The initial term of this Agreement shall be one (1) year commencing on the Effective Date (the "**Initial Term**"), after which this Agreement shall automatically renew for successive one (1) year terms (each a "**Renewal Term**" and, together with the Initial Term, the "**Term**") unless either Party provides written notice of earlier termination in accordance with this Section. This Agreement or a SOF, and Subscriber's corresponding access to the Services, may be terminated as follows:
 - 9.1. Termination at Will. Either Party may terminate this Agreement or a SOF at any time without cause by giving not less than ninety (90) days written notice of such termination to the other Party.
 - 9.2. Termination for Insolvency or Bankruptcy. Either Party may terminate this Agreement immediately upon written notice to the other Party in the event of the other Party's bankruptcy or insolvency, or the proper commencement of proceedings under bankruptcy or insolvency code or similar law, whether voluntary or involuntary, by or against such other Party, or in the event that such other Party is dissolved or liquidated.
 - 9.3. Termination for Breach. Except as otherwise specified in this Agreement, either Party may terminate this Agreement, effective upon written notice to the other Party, if the other Party breaches this Agreement, and such breach: (a) is incapable of a cure; or (b) being capable of cure, remains uncured thirty (30) days

after the non-breaching Party provides the breaching Party with written notice of the breach (or, if the breach by its nature is not reasonably susceptible to cure within thirty (30) days, fails to commence and diligently pursue a cure within such time period). If the breach is a failure by Subscriber to pay fees due under the applicable SOF, Collective may require a reasonable advance fee deposit or other assurance of future payments by Subscriber.

- 9.4. Termination for Legal Violation. This Agreement may be terminated by a non-breaching Party for cause upon breach of the other Party immediately upon written notice to the breaching Party, without any term of notice and/or judicial intervention being required, and without liability for such termination, under the following conditions:

9.4.1. *Violation of Business Associate Agreement.* Subscriber may terminate this Agreement for violation of its Business Associate Agreement by Collective, as provided in the Business Associate Agreement.

9.4.2. *Violations of Other Laws.* Either Party may terminate this Agreement upon written notice at its sole discretion in the event the other Party receives (a) a criminal conviction for any offense involving fraud, theft or malicious intent, or (b) is named as a defendant in a criminal proceeding for a violation of HIPAA.

- 9.5. Effect of Termination on Services. Upon termination of this Agreement for any reason, Subscriber and its Users shall no longer be authorized to use the Services, access to the Services and user names and security tokens shall be terminated, and any further access by or on behalf of Subscriber shall be prohibited unless otherwise agreed in writing by Collective.

- 9.6. Transition upon Termination. Upon termination of this Agreement for convenience by either Party, Collective shall, subject to Subscriber's prompt request, provide reasonable assistance to Subscriber in a transition to use of another service or system to provide services comparable to those Subscriber has subscribed to under this Agreement at the time of termination, to the extent available, provided that Collective shall require that Subscriber pay Collective's reasonable costs pertaining to such a transition.

- 9.7. Effect of Termination on Patient Data. Upon termination of this Agreement for any reason, Collective shall return, destroy, or if return or destruction are not feasible, retain, any Patient Data then maintained by or for Collective on behalf of Subscriber for purposes of this Agreement, under the terms of the applicable Business Associate Agreement. Subscriber acknowledges that possible reasons for which return or destruction of Patient Data may not be feasible include, but are not necessarily limited to: (a) if Patient Data has been provided to Collective and transmitted to other subscribers for purposes of Collective carrying out its obligations to provide services for which Subscriber has contracted, or (b) if Patient Data has become part of a record owned or maintained by or for another subscriber and is therefore subject to that subscriber's ownership and corresponding business associate agreement governing Collective's treatment and care of such data.

10. Mutual Confidentiality.

- 10.1. Definition. For purposes of this Agreement, "**Confidential Information**" means any non-public information of either Party relating to its business activities, financial affairs, technology, marketing or sales plans that is disclosed to, and received by, whether orally or in writing, the other Party pursuant to this Agreement, including any information that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, and the terms and conditions of this Agreement and any associated SOF. Subscriber acknowledges and agrees that the technology and computer code underlying the Services is Confidential Information of Collective.

- 10.2. Protection. Each Party agrees (a) to exercise the same degree of care and protection with respect to the other Party's Confidential Information as each Party exercises with respect to its own similar information, but in no event less than a reasonable degree of care and protection; and (b) not to disclose such Confidential Information to any third party or use it for any purposes other than in connection with fulfilling its obligations under, or enjoying the rights granted to it, under this Agreement; provided, however, that each Party may disclose Confidential Information to its employees and third parties performing services for such Party related to the purposes of this Agreement who have a need to know such Confidential Information and who have agreed in writing to comply with the restrictions set forth herein with respect to such Confidential Information.

10.3. Exceptions. If Subscriber is a government entity, then the obligations set forth in this Section 10 shall apply only to the extent legally permissible. Furthermore, These obligations shall not apply to Confidential Information which (a) is known by the receiving Party prior to its receipt, as evidenced by written documentation, (b) is now or hereafter becomes publicly known by acts not attributable to the receiving Party, (c) is disclosed to a Party by a third party who has the legal right to make such disclosure, (d) is disclosed by a Party with the other Party's separate written consent, or (e) is required to be disclosed pursuant to governmental regulation or court order.

11. Miscellaneous.

11.1. Access to Records. If required for purposes of 42 CFR §420.300, or any other applicable state or federal law, upon written request Collective shall make any necessary books, records, and documents available to the U.S. Department of Health and Human Services Comptroller General, their duly authorized representatives, or other governmental authority, for purposes of verifying the nature and extent of any costs incurred by Subscriber for services furnished by Collective for which payment may be or have been made under Medicare, Medicaid, or other applicable federal or state reimbursement programs. Collective's obligation to provide access to records under this Section shall survive the termination of this Agreement for such periods required by applicable law.

11.2. OIG Exclusions. Collective will screen all of its current and prospective owners, legal entities, officers, directors, employees, contractors, and agents ("**Screened Persons**") against (a) the United States Department of Health and Human Services Office of Inspector General's List of Excluded Individuals/Entities (LEIE), or (b) the System for Awards Management to ensure that none of the Screened Persons are currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal healthcare programs or in Federal procurement or nonprocurement programs, (each, an "**Ineligible Person**"). If at any time during the Term any Screened Person becomes an Ineligible Person or is proposed to be an Ineligible Person, Collective shall promptly cease permitting such Ineligible Person to perform services hereunder.

11.3. Force Majeure. No Party will be liable for any failure to perform its obligations hereunder where such failure results from force majeure, meaning any cause beyond the reasonable control of the Party and which could not have been prevented through the exercise of reasonable care and precautions, including acts of god, fire, strike, lockout, labor disputes, accidents, war, civil insurrection, riots, embargoes, or the demands, restrictions, or delays of any government.

11.4. Applicable Law. This Agreement shall be interpreted consistently with applicable federal law and with the state laws of Subscriber's state of domicile, without regard to such state's choice-of-law principles.

11.5. Dispute Resolution. In the event of any dispute between the Parties arising out of this Agreement, the Parties shall use their best efforts to resolve the dispute through face-to-face, good faith negotiations. Disputes not resolved within sixty (60) days following notice of the dispute shall be submitted to binding arbitration by a single arbitrator selected by both Parties, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction over the Parties. The arbitrator may award the prevailing Party the costs and reasonable attorneys' fees expended in such arbitration.

11.6. Amendment. As a condition to Subscriber's participation in the Collective Network, Collective reserves the right to modify the terms of this Agreement (including the Network Policies) for any reason related to legal, regulatory, technical, or operational necessities, following one hundred twenty (120) days notice to Subscriber thereof. The Parties may otherwise amend this Agreement by a written instrument executed by both Parties.

11.7. Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld); provided, however, that either Party may assign this Agreement in its entirety (including all SOFs), without the other Party's consent to its Affiliate or to its legal successor in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a Party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other Party, such other Party may terminate this Agreement upon written notice. In the event of such a termination, Collective shall refund Subscriber any subscription fees which were prepaid by Subscriber for such cancelled portion of the Term. Subject to the foregoing, this

Agreement shall bind and inure to the benefit of the Parties, their respective successors, and permitted assigns.

- 11.8. Notices. The Parties hereby consent to the giving and receipt of notices as follows, and such notices shall be deemed to be effectively given upon receipt of the receiving Party if (a) hand delivered, (b) sent postage prepaid via certified mail, return receipt requested, (c) mailed for overnight delivery, or (d) delivered via email, provided that, in each case, the sending Party utilizes the notice address(es) indicated on the signature page hereto. Furthermore, in the case of a notice via email, the sending Party shall ensure that the transmission of such notice is time-stamped and that the original notice document is reasonably protected against alteration. Each Party may change its address(es) for notices by the providing notice thereof to the other Party in accordance with this Section.
- 11.9. Severability. If any portion of this Agreement is declared void or ineffective by a court of competent jurisdiction, such portions shall be ineffective only to the extent of such invalidity or unenforceability, and the remaining portions shall remain valid, enforceable, and in full effect.
- 11.10. No Waiver. No failure or delay on the part of either Party in exercising any right, power, or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. The rights and remedies provided in this Agreement are cumulative, and are not exclusive of any other rights, powers, or remedies, now or hereafter existing, at law or in equity or otherwise.
- 11.11. Third Party Beneficiaries. Except as may be expressly set forth in an addendum or attachment hereto, neither this Agreement nor any attachment hereto is intended for the benefit of any third party, and no third party shall have any cause of action arising from or pertaining to it.
- 11.12. Survival. Sections 1, 2.5, 5, 6, 7, 8, 9.5, 9.6, 9.7, 10, and 11 shall survive the termination of this Agreement for any reason. Certain sections of the Network Policies and BAA may also survive the termination of this Agreement, as set forth therein.
- 11.13. Counterparts; Facsimiles. This Agreement may be executed and retained in counterparts, each of which will constitute an original and all of which will be one and the same document. Facsimile copies shall be deemed to be originals. The Parties hereby consent to the use of electronic contracting. Any document related hereto which may require a signature may be signed by an electronic signature using Adobe, DocuSign, or a similar software application.
- 11.14. Entire Agreement; Interpretation. Except where expressly stated otherwise, references to this Agreement shall be interpreted as referring to the main body of this Master Subscription Agreement as well as to the Network Policies and to all other schedules, exhibits, attachments, SOWs, addendums, and amendments hereto, including, without limitation, the BAA. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter hereof. In the event of any inconsistency or ambiguity between any of the provisions of this Agreement, it shall be resolved according to the following order of priority: (i) the BAA, (ii) the SOF(s), with respect to each individual SOF only, (iii) the main body of this Master Subscription Agreement, (iv) the Network Policies, and (v) all other documents incorporated herein by reference.

*** Signature Page Follows ***

IN WITNESS WHEREOF, Collective and Subscriber have executed this Master Subscription Agreement as of the Effective Date.

COLLECTIVE MEDICAL
TECHNOLOGIES, INC.

Becker County
"SUBSCRIBER"

By: _____

By: _____

Printed Name

Denise Warren

Printed Name

Title

Title

Collective Address for Notices	Subscriber Address for Notices
Attn: Legal 10377 S Jordan Gateway Suite 600 South Jordan, UT 84095 Fax: (855) 343-7671 Email: A&PLegal@pointclickcare.com	712 Minnesota Ave <small>Address 1</small> Detroit Lakes, MN 56501 <small>Address 2</small> US <small>Address 3</small> <small>Fax</small> Amanda.kumpula@co.becker.mn.us <small>Email</small>
	Subscriber Contact for Invoices
	<small>Name</small> _____ <small>Email</small> _____ <small>Phone</small> _____

Master Subscription Agreement

Attachment A: Audacious Flow Down Terms

Audacious Inquiry. In order to receive data via Collective's Affiliate, Audacious Inquiry, LLC. ("**Audacious**"), with respect Subscriber's subscription to applicable Services, the following terms are hereby added to the Agreement:

1. Collective and Subscriber agree that with respect to Services provided by Collective under an applicable SOF, Audacious shall be a third-party beneficiary of the provisions of the Agreement to the same extent as Collective. The foregoing overrides any contrary provisions regarding third-party beneficiaries in the Agreement.
2. The Network Policies and Terms of Use as defined in the Agreement shall also be deemed to include Audacious network policies and terms of use designated as relevant by Collective.
3. In those states in which Subscriber sends protected health information to Audacious through one or more applications on the Audacious information technology platform or an IT integration with such applications, to which Subscriber is currently a subscriber, Subscriber hereby authorizes Audacious to provide Collective with access to such protected health information for the Authorized Purposes and in order to perform the Services hereunder.
4. The Parties also agree to be bound by and to comply with the flowdown provisions required by each applicable health information exchange organization (HIE) through which data is transacted through Audacious for Subscriber's benefit, and by the applicable policies of such HIEs, both of which may be updated by those HIEs from time to time. Copies of applicable flowdown terms as of the Effective Date are attached hereto as Appendix 1.
5. Collective represents that Audacious is bound by a sub-Business Associate Agreement with Collective which imposes obligations substantially equivalent to those in the BAA incorporated in the Agreement.

[Appendix 1 Begins on Next Page]

Appendix 1 to Attachment A

Market Specific Flowdown Terms*

In addition to the terms and conditions contained in the Agreement, and any accompanying Statements of Work or Service Order Forms, the following market specific requirements have been negotiated by and agreed to by Audacious and the Health Information Exchange Partner (“HIE”) in a specific HIE market. These requirements will flow down to Subscriber and become part of the Agreement applicable to the markets specified below. To the extent the market specific requirements conflict with the terms of the Agreement or an applicable Statement of Work or Service Order Form, these market specific requirements will control for services provided in the specific market. This Appendix may be updated from time to time by Audacious upon thirty (30) days prior written notice to Subscriber. For purposes of this Appendix, Subscriber may also be referred to as “**Customer**”.

***NOTE: These requirements are non-negotiable**

AHCA / Florida:

The terms of the subscription agreement found at: <https://florida-hie.net/wp-content/uploads/2023/05/ENS-Agreement-2023.pdf> shall be incorporated herein in their entirety. Such terms are applicable only as to services provided in the state of Florida. To the extent AHCA may require Customer to execute such subscription agreement separately from this Agreement, Customer agrees to execute such subscription agreement to subscribe to the service in Florida.

GHA / Georgia:

Customer agrees to the following market specific flow downs in order to receive Alerts under this SOW:

1. CUSTOMER OBLIGATIONS.

- 1.1. Compliance with Applicable Laws and GA Notify Policies. Customer shall comply with all applicable laws, eligibility requirements, and other GA Notify policies and procedures (“GA Notify Policies”) for Customer as made available at GANotify.com, which may be updated by Georgia Hospital Health Services, Inc. or its parent, Georgia Hospital Association (collectively “GHA”) from time to time. Customer represents and warrants that as of the Effective Date, it is eligible to be a Customer in accordance with the GA Notify Policies.
- 1.2. Use of Data. Customer and its Users shall not use or disclose any information that is protected by HIPAA, 42 C.F.R. Part 2, and/or any other federal, state, or foreign law except in compliance with such laws. Customer and its Users shall use the GA Notify services provided through its agreement with Audacious (“Subscribed Services”), and notifications of patient encounters transmitted through the Subscribed Services (“Alerts”) and other PHI received through the Subscribed Services (collectively “Data”) only as permitted by the GA Notify Policies and applicable laws and regulations, including HIPAA and only for the following permitted purposes:
 - 1.2.1. Treatment of the individual who is the subject of the Alert, as defined in 45 C.F.R. § 164.501 and as permitted by 45 C.F.R. § 164.506.
 - 1.2.2. Payment, as defined in 45 C.F.R. § 164.501 and as permitted by 45 C.F.R. § 164.506.
 - 1.2.3. Health care operations, as defined in 45 C.F.R. § 164.501 and as permitted by 45 C.F.R. § 164.506.

1.2.4. Uses and disclosures pursuant to an authorization provided by the individual who is the subject of the Alert or such individual's personal representative as described in 45 C.F.R. § 164.502(g).

1.3. In no case may Alerts be used or disclosed to steer patients, obtain market share, or adjudicate patients.

2. Patient Panel Requirements.

2.1. If Customer is an accountable care organization (ACO) or has member ACOs, Customer represents and warrants that its list of plan members, patients, or beneficiaries submitted to Audacious that is used as the basis for receiving Alerts with respect to relevant encounters ("Patient Panel") will only be comprised of patients that meet the following criteria: (i) Each patient on the Patient Panel is an attributed member of Customer or an ACO member of Customer; and (ii) the submission of the Patient Panel and request for Alerts will not violate any applicable law, including 42 C.F.R. Part 2. In the event that an individual listed on the Patient Panel ceases membership in Customer or an ACO member of Customer, Customer shall promptly notify Audacious, consistent with the requirements for corresponding notifications to GA Notify by Participants generally under the GA Notify Policies or standard Subscription Agreements.

2.2. If Customer is a payer, Customer represents and warrants that its list of plan members, patients, or beneficiaries submitted to Audacious that is used as the basis for receiving Alerts with respect to relevant encounters ("Patient Panel") will only be comprised of individuals that meet the following criteria at the time of submission: (i) Each individual on the Patient Panel is a currently enrolled member of the plan that Customer operates; and (ii) the submission of the Patient Panel and request for Alerts will not violate any applicable law, including 42 C.F.R. Part 2. In the event that an individual listed on the Patient Panel ceases membership in the plan that Customer operates, Customer shall promptly notify Audacious, consistent with the requirements for corresponding notifications to GA Notify by Participants generally under the GA Notify Policies or standard Subscription Agreements.

3. Processing and Accuracy of the Subscribed Services. GHA has agreed to act as a facilitator of the Subscribed Services but shall not be responsible for medical errors; patient verification and/or matching; the compliance, authenticity, or quality of the Subscribed Services by Audacious; or the authenticity or quality of the Data Elements (defined in Section 1.4 below) submitted by any Participant or Data Source.

4. Ownership of Data. Health care facilities that provide Data to the Subscribed Services ("Data Sources") retain ownership of their raw data elements submitted to GA Notify for encounter reporting, patient matching, and creation of Alerts, as specified in the applicable GA Notify Policies or standard Subscription Agreements, and their related records ("Data Elements"). GHA and/or Audacious (as separately agreed between GHA and Audacious) own all proprietary rights, title, and interest in the Subscribed Services, all derivatives thereof, and any aggregated reports. Customer retains ownership of its own records, including any data derived from Data incorporated therein. GHA retains all rights that are not expressly granted herein, so long as not expressly prohibited by law or any other agreements.

5. AUTHORIZED USES BY CUSTOMER. Customer agrees: (i) that it shall not (and shall not attempt to) reverse assemble, reverse compile, reverse engineer, or otherwise translate or decode the software applications ("Applications") used to process or deliver the Subscribed Services, Data, or any part thereof, or any copy thereof; (ii) it will maintain the confidentiality of the Subscribed Services at all times, even following termination or expiration of the Agreement to which these Market Specific Flowdowns are appended; (iii) that Audacious or GHA respectively retain sole and exclusive rights in the Applications and Subscribed Services, and in any modifications, improvements, and derivative works thereof; (iv) that it will use the Applications and Subscribed Services only as permitted by law; (v) that it will have no greater rights or remedies against Audacious and its third-party providers than are provided to GHA under its Master Services Agreement with Audacious; (vi) that Audacious or its subcontractors shall have the right (but not the duty) to audit Customer for compliance with the terms of these Market Specific Flowdowns and that Customer shall cooperate with the auditing party; and (vii) it shall promptly notify GHA of any acts of noncompliance, data incidents or breaches, and/or any violations

of Audacious's intellectual property rights in the Applications of which it becomes aware. Customer shall be responsible and liable to Audacious for User actions that result in a violation of this Section 1.5.

6. CUSTOMER'S CONFIDENTIALITY OBLIGATIONS.

- 6.1. **Protection Measures.** Customer acknowledges that the Subscribed Services Confidential Information is proprietary to GHA and/or Audacious. Customer shall hold all the Subscribed Services Confidential Information in strictest confidence and shall not use, copy, or disclose the Subscribed Services Confidential Information or permit any person or entity to access, use, copy, or disclose the Subscribed Services Confidential Information unless otherwise permitted by this Agreement and these Market Specific Flowdowns. In the event of a compelled legal disclosure, Customer agrees to notify GHA and/or Audacious promptly to enable them to take protective measures with respect to the disclosure of the Subscribed Services Program Confidential Information.
- 6.2. **Breach.** Customer agrees that a breach of the terms of Section 12.8 would result in irreparable injury to GHA and/or Audacious for which a remedy in damages could be inadequate. Customer agrees that in the event of an actual or threatened breach, GHA shall be entitled to seek an injunction to prevent such actual or threatened breach. Customer shall notify GHA in writing of any breach of the Subscribed Services Program Confidential Information and the confidentiality obligations set forth herein as soon as Customer becomes aware of the breach. Nothing herein shall be construed as prohibiting GHA from pursuing any other remedy available under these Market Specific Flowdowns or at law or equity for such actual or threatened breach.
- 6.3. **BAA.** The BAA between Customer and Audacious shall govern the use and disclosure of PHI in connection with the Subscribed Services.
- 6.4. **Access to Data Elements.** Absent exigent circumstances, GHA will not have active access to Data Elements processed through the Subscribed Services, and will not have the technological ability, and therefore, will not be required, to monitor uses, disclosures, access, maintenance, security, integrity, or transfer of Data Elements or Subscribed Services.
- 6.5. **Return or Destruction.** GHA has acknowledged that Alerts and other Data received by Customer through the Subscribed Services become part of the records of that Customer (while Data Sources retain their respective rights in their own Data Elements, and their related records), and that Customer may engage Audacious as a business associate to provide additional services in connection with the subsequent aggregation, management, analysis, or reporting of such Alerts or other authorized received Data, subject to applicable law.
- 6.6. **Subject to Customer's retained rights as described in Section 1.6.5 with respect to received Alerts and Data,** upon written request of GHA and/or Audacious, Customer agrees to return or destroy, to the extent reasonably practicable, all GA Notify Confidential Information. If return or destruction of such information is infeasible or impractical, Customer shall extend the protections of these Market Specific Flowdowns and the applicable BAA to such information for as long as this information remains in the possession of Customer.

7. Suspension and Termination.

- 7.1. Customer acknowledges that GHA may suspend or terminate its Gateway Agreement or Master Services Agreement with Audacious in accordance with their respective terms, and GHA shall have no liability to Customer for any loss or impairment of Subscribed Services resulting from such suspension or termination, or any consequences thereof.

- 7.2. GHA may suspend or terminate Customer's, and/or any Authorized User's, access to or use of all or any part of the Subscribed Services, and may direct Audacious to implement that suspension or termination, if:

- 7.2.1. GHA receives a judicial or other governmental order that requires GHA to do so; or

- 7.2.2. GHA determines, in its good faith and reasonable discretion, that Customer or an Authorized User is or has (i) breached the terms of the GA Notify Policies or these Market Specific Flowdowns, (ii) been engaged in any fraudulent or unlawful activities relating to or in connection with any of the Subscribed Services, or (iii) been engaged in any activities that threaten the security or stability of GA Notify.

- 7.2.3. Audacious may suspend, terminate, or otherwise deny Customer's or an Authorized User's access to the Subscribed Services, as directed by GHA in accordance with Section 1.7.2 above. GHA and Audacious shall have no liability to Customer for any loss or impairment of Subscribed Services resulting from such suspension or termination, or any consequences thereof.

8. WARRANTY DISCLAIMER, LIMITATION OF LIABILITY, AND INDEMNIFICATION.

- 8.1. WARRANTY DISCLAIMER. THE SUBSCRIBED SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. GHA, AUDACIOUS, AND THEIR THIRD-PARTY PARTNERS, LICENSORS, AND PROVIDERS HEREBY DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND QUALITY. GHA, AUDACIOUS, AND THEIR THIRD-PARTY PARTNERS, LICENSORS, AND PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE RELIABILITY, AVAILABILITY, TIMELINESS, SUITABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES, OR THE RESULTS CUSTOMER OR USERS MAY OBTAIN BY USING THE SERVICES.

- 8.2. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GHA, AUDACIOUS AND THEIR PARTNERS, LICENSORS, AND SERVICE PROVIDERS DO NOT REPRESENT OR WARRANT THAT THE OPERATION OR USE OF THE SUBSCRIBED SERVICES WILL BE TIMELY, UNINTERRUPTED OR ERROR-FREE. IN PARTICULAR, (I) THEY DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF DATA RECEIVED FROM DATA SOURCES, INCLUDING THE ACCURACY OF ANY DATA SOURCE DIAGNOSIS OR REPORT INDICATING THAT A PATIENT HAS OR HAD COVID-19 OR OTHER DIAGNOSIS; (II) THEY DO NOT WARRANT AGAINST POSSIBLE ERRORS OR MISMATCHES WHEN MATCHING PATIENT IDENTITIES BETWEEN DISPARATE DATA SOURCES, ALTHOUGH AUDACIOUS WILL USE ITS BEST EFFORTS TO MINIMIZE "FALSE POSITIVE" ERRORS OR MISMATCHES THAT COULD RESULT IN INADVERTENT DISCLOSURES OF PHI, AND (III) THEY DO NOT WARRANT AGAINST POSSIBLE ERRORS CAUSED BY SELF-PAY PATIENT ENCOUNTERS WITH USERS OR THE RECEIPT AND ROUTING OF SENSITIVE HEALTH DATA SUBJECT TO SPECIAL PROTECTIONS, ALTHOUGH AUDACIOUS WILL USE ITS BEST EFFORTS TO MINIMIZE SUCH ERRORS.

- 8.3. CUSTOMER ACKNOWLEDGES THAT NEITHER GHA, AUDACIOUS, NOR THEIR PARTNERS, LICENSORS, OR SERVICE PROVIDERS CONTROLS THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SUBSCRIBED SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. AUDACIOUS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

- 8.4. Limitation of Liability. GHA is facilitating the Subscribed Services largely as a courtesy to Participants, Customer, and the Georgia State Office for Rural Health. GHA does not have control over the Data Elements or Audacious, including, but not limited to, the selection of Audacious. IN NO EVENT SHALL GHA OR AUDACIOUS BE LIABLE TO CUSTOMER FOR ANY DIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES ARISING OUT OF THESE ADDITIONAL TERMS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS MAY BE PROHIBITED OR LIMITED BY LAW,

THE CUMULATIVE MAXIMUM LIABILITY OF GHA AND AUDACIOUS TO CUSTOMER AND ITS USERS COLLECTIVELY FOR ANY AND ALL CLAIMS, ACTIONS, PROCEEDINGS, DAMAGES, AND LIABILITIES ARISING IN CONNECTION WITH THE SERVICES, REGARDLESS OF THE NUMBER OF OCCURRENCES OR CLAIMS, SHALL BE LIMITED TO THE FEES ACTUALLY PAID TO GHA UNDER THE APPLICABLE SOW.

- 8.5. Indemnification. To the extent permitted by applicable law, Customer shall indemnify, defend, and hold GHA and Audacious and their respective officers, directors, GHA Members, agents, and employees, harmless from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments, including reasonable attorneys' fees, and costs and expenses, which arise out of or relate to Customer's breach of its obligations under these Market Specific Flowdowns or related to any data security incident or Breach of Unsecured PHI or violation of any privacy or security law that is caused by the negligent acts or omissions of Customer.
9. Governing Law and Jurisdiction. These Market Specific Flowdowns shall be governed by the laws of the State of Georgia, without regard to conflicts of law principles. Any action arising out of the Subscribed Services, GA Notify, or these Market Specific Flowdowns to which GHA is or becomes a party must be brought in the federal or state courts located in Cobb County, Georgia, and the Parties consent to the exclusive jurisdiction of such courts.
10. Customer acknowledges that some Data may come from a Program covered by 42 C.F.R. Part 2 ("Part 2 Program"). Customer acknowledges that in receiving, storing, processing or otherwise dealing with Part 2 Program record, Customer is fully bound by 42 C.F.R. Part 2, and if necessary, Customer will resist in judicial proceedings any efforts to obtain access to Part 2 Program patient records / information - except as permitted by 42 C.F.R. Part 2. Customer agrees to comply with all Part 2 Program legal requirements, including but not limited to, requirements regarding notice and redisclosure.

THA / Tennessee:

Customer agrees to the following market specific flow downs in order to receive Alerts under this SOW:

- 1.1. ADT notifications provided by Audacious may be used by Customer solely to promote and facilitate efficient and appropriate medical care and treatment, including care coordination, related to Customer's members. Customer shall promptly notify Audacious in the event Customer becomes aware of any unauthorized use or disclosure.
- 1.2. In the event Customer fails to provide an updated Patient Panel within any one (1) month period, THA shall cause ADT notifications to Customer to cease until such time that Customer provides an updated Patient Panel, provided that any payments required hereunder shall continue to be due and payable.
- 1.3. Suspension or Termination of Services. Notwithstanding the foregoing, Audacious, through its partnership with THA, reserves the right to terminate this SOW in its sole discretion upon 30 days' written notice to Customer.
- 1.4. Eligibility Panel Timing. In addition to providing full monthly eligibility files, Customer shall provide delta files for member enrollment changes (adds, updates, deletes) for the Medicaid Managed Care population at least five (5) days per week, when applicable, upon a mutually agreeable schedule with Audacious. This schedule will ensure accurate patient matching and support the use case of replacing manual notifications from hospitals to Customer with ADT notifications from Audacious.
- 1.5 Customer acknowledges and agrees that Customer's data may be shared with other participant hospitals and other providers for the purposes of facilitating care coordination and comparing insurance

information in the hospital ADT messages to the health plan membership in the eligibility file and not for any other purposes.

THSA / Texas:

The terms of the subscription agreement, Attachment F found at: <https://thsa.org/wp-content/uploads/2023/08/Attachment-F-of-the-HIETexas-EDEN-Agreement-May-2023.pdf> shall be incorporated herein in their entirety. Such terms are applicable only as to services provided in the state of Texas. To the extent THSA may require Customer to execute such subscription agreement separately from this Agreement, Customer agrees to execute such subscription agreement to subscribe to the service in Texas.



BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“**BAA**”) is effective as of the later date of the signatures below (the “**BAA Effective Date**”) and is hereby attached to and made part of the Master Subscription Agreement between Collective Medical Technologies, Inc. (“**Business Associate**”) and the undersigned Subscriber (the “**Agreement**”).

- A. Business Associate operates the Collective Network and serves as a business associate of covered entities, and as a sub-business associate of other business associates, that are Network Participants. As a result, Business Associate is subject to the federal Health Insurance Portability and Accountability Act (“**HIPAA**”) and its implementing regulations, 45 C.F.R. Part 160 and 45 C.F.R. Part 164, Subparts A and E, Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 164, Subpart C, Security Standards for the Protection of Electronic Protected Health Information, and 45 C.F.R. Part 164, Subpart D, Standards for Notification in the Case of Breach of Unsecured Protected Health Information (collectively, the “**Privacy and Security Standards**”).
- B. Subscriber has engaged Business Associate to provide certain Services to Subscriber as set forth in the Agreement, which will result in Business Associate having access to PHI and making it a business associate of Subscriber.
- C. The Health Information Technology for Economic and Clinical Health Act (42 U.S.C. §§ 17921- 17954), and regulations promulgated thereunder (collectively, the “**HITECH Act**”) impose certain obligations upon Business Associates with respect to compliance with the Privacy and Security Standards.
- D. Business Associate may use and/or disclose PHI as described herein and in accordance with the Agreement in furtherance of its obligations with respect to the Services.
- E. Both Parties are committed to complying with the Privacy and Security Standards, and this BAA sets forth the terms on which the Parties shall cooperate to maintain such compliance.

NOW THEREFORE, for and in consideration of the foregoing recitals and the mutual promises and covenants hereinafter contained, the Parties agree as follows:

1. **Definitions.** Terms used in this BAA shall have the same meanings as those terms in the Privacy and Security Standards and the HITECH Act. “**PHI**” and “**Protected Health Information**” shall have the same meaning as “protected health information” as set forth in the Privacy and Security Standards, limited to information created, maintained, accessed, or transmitted by Business Associate in its capacity as a business associate of Subscriber. Capitalized terms in this BAA which are not defined in the Privacy and Security Standards or in the HITECH Act and which are not otherwise defined herein shall have the meanings set forth in the Agreement.
2. **Modification of Agreement.** This BAA modifies and amends the Agreement. The terms and provisions of this BAA shall control to the extent they irreconcilably conflict with the terms of the Agreement. Otherwise, the terms and provisions of the Agreement shall remain in full force and effect.
3. **Obligations of Business Associate**
 - a. Compliance with Privacy and Security Obligations. Business Associate agrees to comply with those requirements relating to privacy and security that are made applicable to Business Associate under the HITECH Act, and such requirements are hereby incorporated into and made a part of this BAA. Without limitation, Business Associate agrees that:
 - i. Section 13401(a) of the HITECH Act causes 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316 to apply directly to Business Associate in the same manner that such sections apply to Subscriber; and
 - ii. Section 13404(a) of the HITECH Act provides that a business associate which obtains or creates PHI pursuant to a written contract described in 45 C.F.R. § 164.502(e)(2) may use and disclose PHI only if such use or disclosure is in compliance with each applicable provision of 45 C.F.R. § 164.504(e).

- b. Permitted Uses and Disclosures of PHI. Pursuant to the Agreement, Business Associate provides Services for and on behalf of Subscriber that involve the use and disclosure of PHI. As permitted by the terms of this BAA, the Agreement, and as otherwise permitted by the Privacy and Security Standards, Business Associate may make any and all uses and disclosures of PHI necessary to perform its duties and obligations under the Agreement or as required by law. When using or disclosing PHI in accordance with the Agreement and this BAA, Business Associate will make reasonable efforts to use and disclose only the minimum amount of PHI reasonably necessary to accomplish the intended purpose of the use or disclosure.
- c. Use of PHI. Business Associate shall not, and shall require that its partners, directors, officers, employees, contractors, and agents do not, use PHI in any manner that would constitute a violation of the Privacy and Security Standards if used by Subscriber. Business Associate may use PHI: (i) for Business Associate's proper management and administration; (ii) to carry out the Services in accordance with the Agreement; or (iii) to carry out the legal responsibilities of Business Associate.
- d. Disclosure of PHI. Business Associate shall not, and shall require that its partners, directors, officers, employees, contractors, and agents do not, disclose PHI in any manner that would constitute a violation of the Privacy and Security Standards if disclosed by Subscriber. Business Associate may disclose PHI: (i) for Business Associate's proper management and administration; (ii) to carry out the Services in accordance with the Agreement; or (iii) to carry out the legal responsibilities of Business Associate; provided that such disclosures are in accordance with 45 C.F.R. §164.504(e)(4)(ii).
- e. 42 C.F.R. Part 2. To the extent that Subscriber discloses to Business Associate any information which is covered by 42 C.F.R. Part 2 ("PII") Business Associate shall act as Subscriber's qualified service organization (as defined at 42 C.F.R. § 2.11) and Subscriber shall concurrently include with each such disclosure the notice regarding redisclosure required by 42 C.F.R. § 2.32. Business Associate agrees to similarly provide such a notice to its subcontractors and/or legal representatives to the extent necessary to perform the Services. Business Associate acknowledges that to the extent Business Associate receives PII from Subscriber, Business Associate shall be fully bound by the federal regulations governing the confidentiality of alcohol and drug abuse patient records as set forth at 42 C.F.R. Part 2 and shall safeguard such PII, including, without limitation, resisting in judicial proceedings any efforts to obtain access to such information, except as permitted under 42 C.F.R. Part 2. Nothing in this subsection shall diminish the Parties' other obligations with respect to PII and other forms of Sensitive Information as set forth in the Sensitive Information Policy.
- f. Subcontractors. In accordance with 45 C.F.R. §164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate will ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree in a business associate agreement to substantially similar restrictions, conditions, and requirements that apply to Business Associate hereunder with respect to such PHI.
- g. Safeguards Against Misuse of Information. Business Associate agrees that it will implement all appropriate and reasonable safeguards in compliance with the Privacy and Security Standards to maintain the security of, and prevent the improper use or disclosure of, PHI. Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of Subscriber, as required by the Privacy and Security Standards. In the event of any improper use and/or disclosure of PHI by Business Associate, Business Associate shall work, and where practicable Subscriber shall work cooperatively with Business Associate, to implement reasonable procedures for mitigating the harmful effects of such improper use and/or disclosure.
- h. Breach Notification. Business Associate shall report in writing to Subscriber any Successful Security Incidents and any Breach of Unsecured PHI. A "**Successful Security Incident**" is a Security Incident

which results in unauthorized access, use, disclosure, modification, or destruction of PHI. Business Associate shall deliver such written notice as soon as practicable, but no later than ten (10) days, after the date on which Business Associate becomes aware, or in the exercise of reasonable diligence should have become aware, of such Successful Security Incident or Breach. Notices of Breach shall (i) identify each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed in such Breach, and (ii) provide with respect to each such individual all information required to be included in the notice of Breach to be delivered by Subscriber to each such individual pursuant to the HITECH Act.

- i. Access to Information. Throughout the term of this BAA, Business Associate shall make available to Subscriber such PHI provided to Business Associate by Subscriber for so long as such information is maintained by Business Associate. In the event any individual requests access to Subscriber-provided PHI directly from Business Associate, Business Associate shall forward such request to Subscriber. Any denials of access to the PHI requested shall be the responsibility of Subscriber, provided that nothing in this BAA shall limit Business Associate's ability to comply with the HITECH Act, as amended.
- j. Availability of PHI for Amendment. Upon receipt of a request from Subscriber to update PHI for an individual, Business Associate agrees to incorporate any such amendment as may be required by 45 C.F.R. § 164.526. Business Associate shall refer to Subscriber any requests received by Business Associate requesting amendments to Subscriber-provided PHI. Any review and consideration of a requested amendment shall be the responsibility of Subscriber.
- k. Accounting of Disclosures. Within twenty-one (21) days of receiving a request from Subscriber, Business Associate shall make available to Subscriber such information as is in Business Associate's possession and is required for Subscriber to make an accounting, as required by 45 C.F.R. § 164.528. For disclosures covered by the accounting obligation set forth at 45 C.F.R. § 164.528, Business Associate shall record and provide Subscriber with the following information: (i) the date of the disclosure; (ii) the name of the entity or person who received the PHI, and, if known, the address of such recipient entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of such disclosure, which shall include an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall forward such request to Subscriber. It shall be Subscriber's responsibility to prepare and deliver any such accounting requested.
- l. Availability of Books and Records. Business Associate hereby agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from, created or received by Business Associate on behalf of Subscriber, available to the Secretary (or its designee) for purposes of the Secretary determining Subscriber's and Business Associate's compliance with the Privacy and Security Standards, subject to attorney-client and other applicable privileges. Business Associates shall provide Subscriber a copy of any PHI that Business Associate provides to the Secretary upon request.
- m. Delegation of Subscriber's Obligations to Business Associate. To the extent that the Subscriber requests that Business Associate carry out one or more of Subscriber's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate will comply with the requirements of Subpart E that apply to Subscriber in the performance of such obligations.

4. Term and Termination

- a. Term. This BAA shall become effective on the BAA Effective Date and shall remain in effect until terminated as set forth below.
- b. Termination.
 - i. Automatic Termination. This BAA will automatically terminate upon the termination or expiration of the Agreement.

- ii. Termination for Judicial or Administrative Proceedings. Subscriber may terminate the Agreement upon notice to Business Associate if Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the regulations under HIPAA, or other security or privacy laws.
- iii. Material Breach of BAA. Notwithstanding any provisions in this BAA or the Agreement to the contrary, either Party may terminate the BAA and the Agreement if it determines that the other Party has breached a material term of this BAA. Subscriber shall allow Business Associate the opportunity to cure the alleged breach prior to terminating the relationship with Business Associate unless the Parties jointly determine that cure is not possible, in which case Subscriber may immediately terminate this BAA and the Agreement. If Business Associate does not cure the breach within thirty (30) days of Subscriber's written notice of the breach to Business Associate, Subscriber may terminate the Agreement and this BAA. Likewise, Business Associate may terminate the Agreement and this BAA if Subscriber commits a material breach of this BAA that is not cured within thirty (30) days of Business Associate's written notice of the breach to Subscriber.
- iv. Effect of Termination. Upon termination of this BAA, if it is not feasible for Business Associate to destroy or return to Subscriber PHI received from Subscriber or PHI created or received by Business Associate on behalf of Subscriber, Business Associate may continue to maintain such information in accordance with the terms of this BAA, provided that Business Associate shall limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.

5. Miscellaneous

- a. Independent Contractors. In performing the services specified herein, Business Associate will be acting as an independent contractor of Subscriber. Nothing contained in the Agreement shall be construed to create a partnership or a joint venture or to authorize Business Associate to act as a general or special agent of Subscriber, except as specifically set forth in this BAA.
- b. Assignment. Nothing contained in this BAA shall be construed to permit the assignment or delegation by Business Associate of any rights or obligations hereunder, and such assignment is expressly prohibited except to the extent such assignment is permitted by the Agreement.
- c. Notices. Notices or communications required or permitted to be given under this BAA shall be given in accordance with the notice terms of the Agreement.
- d. Governing Law. This BAA shall be governed by federal law and the laws of Subscriber's state of domicile.
- e. Section Headings; Preamble. The section headings in this BAA are for reference purposes only and shall not be given any legal effect or affect in any way the meaning or interpretation of this BAA. The preamble language, including the recitals, of this BAA shall be considered part of this BAA and shall be considered in the interpretation hereof.
- f. Amendments. This BAA, and any provision thereof, may be amended as permitted by the Agreement. The parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for Subscriber and Business Associate to comply with the Privacy and Security Standards and all other applicable laws or regulations.
- g. Severability. If any clause or provision herein shall be judged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, the validity of any other clause or provision shall not be affected and the remainder of this BAA and the Agreement between the parties shall remain in full force and effect. Each of the provisions of this BAA shall be enforceable independent of any other provision of this BAA and independent of any other claim or cause of action.

- h. Survival. The provisions of this BAA, which by their terms contain continuing obligations, shall survive the termination of the BAA. The respective obligations of Business Associate as well as the effects of termination of this BAA, including retaining PHI by the Business Associate, shall specifically survive termination of this BAA.
- i. Waiver. The failure or delay of any Party to enforce or pursue any right or remedy existing pursuant to this BAA shall not be deemed a waiver of such right or remedy and shall not limit such Party's ability to pursue or enforce such right or remedy or any future right or remedy.
- j. Interpretation. This BAA shall be interpreted as broadly as necessary to implement and comply with the Privacy and Security Standards.

IN WITNESS WHEREOF, Business Associate and Subscriber have executed this Business Associate Agreement as of the BAA Effective Date.

COLLECTIVE MEDICAL TECHNOLOGIES, INC.

Becker County

By: _____

By: _____

Printed Name

Denise Warren

Printed Name

Title

Title

Date

Date



Becker County Community Health Services

712 Minnesota Avenue – Box 1637
Detroit Lakes, MN 56502-1637

Phone: 218-847-5628

Fax: 218-847-6738



Healthy People. Healthy Communities

CONTRACT FOR SERVICE

Frazee School

And

Becker County Community Health

Engagement,

The Frazee school enters into agreement with Becker
County Community Health

Whereas,

Becker County Community Health does the Child & Teen
Check-Ups:

Specific Ages: 3 years through 6 years

Rate: \$70.00 per child that is not active on Medical Assistance.

Required paperwork will be given to Frazee school as check-ups are
completed.

Whereas,

Frazee school will send letters to the parents informing
them their child/children's Child & Teen Check-Up is do and
the parent should contact Becker County Community Health
to get it scheduled.

Term of Agreement,

The term of this agreement will remain in full force and effect.
Parties to this agreement can request to withdraw with a written
60-day notice.

Signed:

Chairman, Becker County Community Health

Date

Signed:

Chairman, Detroit Lakes School District

Date

“AN EQUAL OPPORTUNITY EMPLOYER”

S:\HS_Administration\Human Services Committee\2024\11. November\Originals\Frazee School CTC.ECS 2023 (003) (002).docx



Becker County Community Health Services

712 Minnesota Avenue – Box 1637
Detroit Lakes, MN 56502-1637

Phone: 218-847-5628

Fax: 218-847-6738



Healthy People. Healthy Communities

CONTRACT FOR SERVICE

Detroit Lakes School District

And

Becker County Community Health

Engagement, The Detroit Lakes school enters into agreement with Becker
County Community Health

Whereas, Becker County Community Health does the Child & Teen
Check-Ups:
Specific Ages: 3 years through 6 years
Rate: \$70.00 per child that is not active on Medical Assistance.
Required paperwork will be given to Detroit Lakes school as check-
ups are completed.

Whereas, Detroit Lakes school will send letters to the parents informing
them their child/children's Child & Teen Check-Up is do and
the parent should contact Becker County Community Health
to get it scheduled.

Term of Agreement, The term of this agreement will remain in full force and effect.
Parties to this agreement can request to withdraw with a written
60-day notice.

Signed: _____
Chairman, Becker County Community Health Date _____

Signed: _____
Chairman, Detroit Lakes School District Date _____

“AN EQUAL OPPORTUNITY EMPLOYER”

S:\HS_Administration\Human Services Committee\2024\11. November\Originals\DL School CTC.ECS 2023 (003) (002).docx



Minnesota Department of Human Services County Grant Contract

This Grant Contract, and all amendments and supplements to the contract ("CONTRACT"), is between the State of Minnesota, acting through its Department of Human Services, Behavioral Health Administration ("STATE") and Becker County, an independent grantee, not an employee of the State of Minnesota, located at 712 Minnesota Avenue, Detroit Lakes, MN 56501 ("COUNTY").

RECITALS

STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6) and 245.461 to 245.486 (the "Minnesota Comprehensive Adult Mental Health Act"), has authority to enter into contracts for the following services: Create and ensure a unified, accountable, and comprehensive adult mental health system with services administered under Adult Mental Health Initiative and/or Community Support Program funding.

STATE, in accordance with Minnesota Statutes, section 13.46, is permitted to share information with COUNTY.

COUNTY represents that it is duly qualified and willing to perform the services set forth in this CONTRACT to the satisfaction of STATE.

THEREFORE, the parties agree as follows:

CONTRACT

1. CONTRACT TERM AND SURVIVAL OF TERMS.

1.1. Effective date: This CONTRACT is effective on **January 1, 2025**, or the date that STATE obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

1.2. Expiration date.

This CONTRACT is valid through **December 31, 2026**, or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

1.3. No performance before notification by STATE. COUNTY may not begin work under this CONTRACT, nor will any payments or reimbursements be made, until all required signatures have been obtained per Minn. Stat. § 16B.98, subd. 7, and COUNTY is notified to begin work by STATE's Authorized Representative.

1.4. Survival of terms. COUNTY shall have a continuing obligation after the expiration of CONTRACT to comply with the following provisions of CONTRACT: Liability; Information Privacy and Security; Intellectual Property Rights; State audit; and Jurisdiction and Venue.

1.5. Time is of the essence. COUNTY will perform its duties within the time limits established in CONTRACT unless it receives written approval from STATE. In performance of CONTRACT, time is of the essence.

2. COUNTY'S DUTIES.

2.1 Duties. COUNTY shall perform duties in accordance with **Attachment A**, County Responsibilities, which is attached and incorporated into this CONTRACT.

2.2 Accessibility. Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the [State of Minnesota Accessibility Standard](#), as updated on July 1, 2024. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.1 (Level AA) and Section 508 of the Rehabilitation Act of 1973.

Information technology deliverables and services offered must comply with the MN.IT Services Accessibility Standards and any documents, reports, communications, etc. contained in an electronic format that COUNTY delivers to or disseminates for the STATE must be accessible. (The relevant requirements are contained under the "Standards" tab at the link above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and STATE may withhold payment pursuant to clause 3.2(a) of CONTRACT.

3. CONSIDERATION AND TERMS OF PAYMENT.

3.1 Terms of payment

- a. Total obligation.** The total obligation of STATE for all compensation and reimbursements to COUNTY shall not exceed **one hundred ninety-three thousand six hundred eighteen dollars (\$193,618)**
 1. The total obligation covers two full calendar years.
 2. In calendar year 2025, the COUNTY shall not invoice the STATE, and STATE shall not pay COUNTY more than half of the total obligation/total budget amount indicated in Attachment B.
 3. Underspending in calendar year 2025 is not available for use in future calendar years.
- b. Advance.** The COUNTY will receive an initial payment of **twenty-four thousand two hundred two dollars (\$24,202)** which is granted pursuant to Minnesota Administrative Rule 9535.1740 at the start of each calendar year during the contract term.
- c. Reconciliation.** Any portion of the cash advances that are unspent must be returned to STATE at the end of each calendar year of the contract term.

- d. Invoices.** Payments shall be made by STATE promptly after COUNTY submits an invoice for services performed and the services have been determined acceptable by STATE's authorized agent pursuant to Clause 4.1. Invoices shall be submitted via quarterly SEAGR report (DHS-2557) and on the BRASS-based Grant Fiscal Report (DHS-2895) specific to the grant and according to the following schedule: **following each March 31, June 30, September 30, and December 31.**

3.2 Consideration. STATE will pay for all services satisfactorily provided by COUNTY under this CONTRACT.

a. Compensation.

1. COUNTY will be paid in accordance with **Attachment B**, Budget, which is attached and incorporated into this CONTRACT.
2. Budget Modification.
 - a. COUNTY must submit a Budget Modification Form provided by STATE and obtain STATE written approval before changing any part of the budget.
 - b. Budget modifications are required when adding or removing a BRASS code from the budget, adding or removing a provider(s), or shifting funds between BRASS codes.
 - c. Notwithstanding Clause 17.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of that budget year total and does not change the total obligation amount.
 - d. If COUNTY's approved budget changes proceed without an amendment pursuant to this clause, COUNTY must record the budget change on the budget tab of the application provided by STATE.
3. All expenditures must be for services or items necessary for the delivery of those services. "Capital" purchases are prohibited. Capital purchases are defined as something which has a useful life of more than one year and a per-unit acquisition cost which exceeds \$5,000 and is 1) land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; or 2) additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, alterations, or repairs of the items listed above that materially increase their value or useful life.

- b. Travel and subsistence expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of COUNTY's performance under this CONTRACT shall be no greater an amount than provided in the most current Commissioner's Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget as specified in the [Commissioner's Plan, page 69, Chapter 15](#).¹ COUNTY shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.

- c. Withholding.** For compensation payable under this CONTRACT, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.

4. CONDITIONS OF PAYMENT.

4.1. Satisfaction of STATE. All services provided by COUNTY pursuant to this CONTRACT shall be performed to the satisfaction of STATE, as determined at the sole discretion of its authorized

representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. COUNTY shall not receive payment for work found by STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation, or if COUNTY has failed to provide Grant Progress Reports pursuant to Clause 2.2, or if the Progress Reports are determined to be unsatisfactory.

4.2. Payments to subcontractors. (If applicable) As required by Minn. Stat. § 16A.1245, COUNTY must pay all subcontractors, within ten (10) calendar days of COUNTY's receipt of payment from STATE for undisputed services provided by the subcontractor(s) and must pay interest at the rate of 1-1/2 percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

4.3. Administrative costs and reimbursable expenses. Pursuant to Minn. Stat. § 16B.98, subd. 1, COUNTY agrees to minimize administrative costs as a condition of this grant. COUNTY shall ensure that costs claimed for reimbursement shall be actual costs, to be determined in accordance with 2 C.F.R. § 200.0 et seq., COUNTY shall not invoice STATE for services that are reimbursable via a public or private health insurance plan. If COUNTY receives funds from a source other than STATE in exchange for services, then COUNTY may not receive payment from STATE for those same services. COUNTY shall seek reimbursement from all sources before seeking reimbursement pursuant to CONTRACT.

4.4. Unexpended Funds.

COUNTY must promptly return to the STATE any unexpended funds that have not been accounted for annually in a financial report to the STATE due at grant closeout.

5. PAYMENT RECOUPMENT.

COUNTY must reimburse STATE upon demand or STATE may deduct from future payments under this CONTRACT or future CONTRACTS the following:

- a. Any amounts received by COUNTY from the STATE for contract services that have been inaccurately reported or are found to be unsubstantiated;
- b. Any amounts paid by COUNTY to a subcontractor not authorized in writing by STATE;
- c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line item budget, clause 3.1(a);
- d. Any amounts paid by STATE for which COUNTY'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by COUNTY to perform contract services, in accordance with clause 2, COUNTY'S Duties; and/or
- e. Any amount identified as a financial audit exception.

6. TERMINATION.

6.1. Termination by the State.

- a. **Without cause.** STATE may terminate this CONTRACT without cause, upon 30 days' written notice to COUNTY. Upon termination, COUNTY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- b. **Termination for Cause.** STATE may immediately terminate this CONTRACT if the STATE finds that there has been a failure to comply with the provisions of the CONTRACT, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. STATE may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

6.2. Termination by the Commissioner of Administration.

In accord with Minn. Stat. § 16B.991, subd. 2, the Commissioner of Administration may unilaterally cancel this CONTRACT if further performance under the CONTRACT would not serve agency purposes or is not in the best interest of the STATE.

6.3. Insufficient funds. STATE may immediately terminate this CONTRACT if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written notice to COUNTY. STATE is not obligated to pay for any services that are provided after the effective date of termination. COUNTY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. STATE will not be assessed any penalty if the CONTRACT is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. STATE must provide COUNTY notice of the lack of funding within a reasonable time of STATE's receiving that notice.

6.4. Breach. Notwithstanding clause 6.1, upon STATE's knowledge of a curable material breach of the CONTRACT by COUNTY, STATE shall provide COUNTY written notice of the breach and ten (10) days to cure the breach. If COUNTY does not cure the breach within the time allowed, COUNTY will be in default of this CONTRACT and STATE may cancel the CONTRACT immediately thereafter. If COUNTY has breached a material term of this CONTRACT and cure is not possible, STATE may immediately terminate this CONTRACT.

6.5. Conviction relating to a grant. In accordance with Minn. Stat. § 16B.991, subd. 1, this CONTRACT will immediately be terminated if the recipient is convicted of a criminal offense relating to a grant agreement.

7. AUTHORIZED REPRESENTATIVES, RESPONSIBLE AUTHORITY, and PROJECT MANAGER.

7.1. State. STATE's authorized representative for the purposes of administration of this CONTRACT is **Christian Ederer** or successor. Phone and email: **651-431-2605 christian.t.ederer@state.mn.us**. This representative shall have final authority for acceptance of COUNTY's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

7.2. County. COUNTY's Authorized Representative is **Denise Warren** or successor. Phone and email: **218-847-5628 x5313 denise.warren@co.becker.mn.us**. If COUNTY's Authorized Representative changes at any time during this CONTRACT, COUNTY must immediately notify STATE.

7.3. Information Privacy and Security. (If applicable) COUNTY's responsible authority for the purposes of complying with data privacy and security for this CONTRACT is **Christy Ramsey** or successor. Phone and email: **218-847-5628 x5329 christy.ramsey@co.becker.mn.us**.

8. INSURANCE REQUIREMENTS.

8.1. Worker's Compensation. The COUNTY certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The COUNTY'S employees and agents will not be considered employees of the STATE. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE'S obligation or responsibility.

9. LIABILITY.

To the extent provided for in Minn. Stat. §§ 466.01-466.15, the COUNTY agrees to be responsible for any and all claims or causes of action arising from the performance of this grant contract by COUNTY or COUNTY'S agents or employees. This clause shall not be construed to bar any legal remedies COUNTY may have for the STATE'S failure to fulfill its obligations pursuant to this grant.

10. INFORMATION PRIVACY AND SECURITY.

Information privacy and security shall be governed by the Data Sharing Agreement and Business Associate Agreements entitled "Information Privacy and Security Agreement Between Minnesota Department of Human Services and County Human Services Agency" and "Business Associate Agreement Between Minnesota Department of Human Services and County Human Services Agency", respectively and executed by DHS and Becker County on 4/20/15 (hereafter "Data Sharing Agreement and Business Associate Agreement") which are incorporated into this CONTRACT by reference, except that the parties further agree to comply with any agreed-upon amendments to the Data Sharing Agreement and Business Associate Agreement.

11. INTELLECTUAL PROPERTY RIGHTS.

11.1. Definitions. Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by COUNTY, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the CONTRACT. Works includes "Documents." Documents are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or

electronic forms, prepared by COUNTY, its employees, agents, or subcontractors, in the performance of this CONTRACT.

11.2. Ownership. STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this CONTRACT. The Works and Documents will be the exclusive property of STATE and all such Works and Documents must be immediately returned to STATE by COUNTY upon completion or cancellation of this CONTRACT. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” If using STATE data, COUNTY must cite the data, or make clear by referencing that STATE is the source.

11.3. Responsibilities.

- a. Notification.** Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by COUNTY, including its employees and subcontractors, and are created and paid for under this CONTRACT, COUNTY will immediately give STATE’s Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. COUNTY will assign all right, title, and interest it may have in the Works and the Documents to STATE.
- b. Filing and recording of ownership interests.** COUNTY must, at the request of STATE, execute all papers and perform all other acts necessary to transfer or record STATE’s ownership interest in the Works and Documents created and paid for under this CONTRACT. COUNTY must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of STATE, and that neither COUNTY nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.
- c. Duty not to infringe on intellectual property rights of others.** COUNTY represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, COUNTY will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at COUNTY’s expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. COUNTY will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney’s fees. If such a claim or action arises, or in COUNTY’s or STATE’s opinion is likely to arise, COUNTY must, at STATE’s discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.
- d. Federal license granted.** If federal funds are used in the payment of this CONTRACT, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-

free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

12. PUBLICITY.

12.1. General publicity. Any publicity regarding the subject matter of this CONTRACT must identify STATE as the sponsoring agency and must not be released without prior written approval from the STATE's authorized representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, websites, social media, and similar public notices prepared by or for the COUNTY individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this CONTRACT. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the COUNTY's website when practicable.

12.2. Endorsement. COUNTY must not claim that STATE endorses its products or services.

13. OWNERSHIP OF EQUIPMENT. The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to STATE or to an eligible non-STATE party named by the STATE. If federal funds are granted by the STATE, then disposition of all equipment purchased under this grant contract shall be in accordance with OMB Uniform Grant Guidance, 2 C.F.R. § 200.313. For all equipment having a current per unit fair market value of \$5,000 or more, STATE shall have the right to require transfer of the equipment (including title) to the Federal Government. These rights will normally be exercised by STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

14. AUDIT REQUIREMENTS AND COUNTY DEBARMENT INFORMATION.

14.1. State audit.

Under Minn. Stat. § 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the COUNTY or other party that are relevant to the CONTRACT are subject to examination by STATE and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years from the CONTRACT end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

14.2. Independent audit. If COUNTY conducts or undergoes an independent audit during the term of this CONTRACT that is relevant to this CONTRACT, notice of the relevant audit must be provided to STATE within thirty (30) days of the audit's completion and a copy provided, if requested.

14.3. Federal audit requirements and COUNTY debarment information. COUNTY certifies it will comply with 2 C.F.R § 200.501 et seq., as applicable. To the extent federal funds are used for this CONTRACT, COUNTY acknowledges that COUNTY and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities receiving \$750,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

14.4. Debarment by STATE, its departments, commissions, agencies or political subdivisions.

COUNTY certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions:

<https://mn.gov/admin/osp/government/suspended-debarred/>. COUNTY's certification is a material representation upon which the CONTRACT award was based. COUNTY shall provide immediate written notice to STATE's authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

14.5. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion – lower tier covered transactions.

COUNTY's certification is a material representation upon which CONTRACT award was based. Federal money will be used or may potentially be used to pay for all or part of the work under CONTRACT, therefore COUNTY must certify the following, as required by 2 C.F.R. § 180, or its regulatory equivalent.

a. Instructions for Certification

1. By signing and submitting this CONTRACT, 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 CONTRACT 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 CONTRACT 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 CONTRACT 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 Nonprocurement 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. part 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.

b. Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this CONTRACT, 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 CONTRACT.

15. JURISDICTION AND VENUE.

This CONTRACT, and amendments and supplements, are governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this CONTRACT, or breach of the CONTRACT, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16. CLERICAL ERRORS AND NON-WAIVER.

16.1. Clerical error. Notwithstanding Clause 17.1, STATE reserves the right to unilaterally fix clerical errors contained in the CONTRACT without executing an amendment. COUNTY will be informed of errors that have been fixed pursuant to this paragraph.

16.2. Non-waiver. If STATE fails to enforce any provision of this CONTRACT, that failure does not waive the provision or STATE's right to enforce it.

17. AMENDMENT, ASSIGNMENT, SEVERABILITY, ENTIRE AGREEMENT, AND DRAFTING PARTY.

17.1. Amendments. Any amendments to this CONTRACT shall be in writing and shall be executed by the same parties who executed the original CONTRACT, or their successors in office.

17.2. Assignment. COUNTY shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of STATE.

17.3. Entire Agreement.

- a. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute, and will incorporate the substitute provision in this CONTRACT according to clause 17.1.
- b. This CONTRACT contains all negotiations and agreements between STATE and COUNTY. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

17.4. Drafting party. The parties agree that each party individually has had an opportunity to review with a legal representative, negotiate and draft this CONTRACT, and that, in the event of a dispute, the CONTRACT shall not be construed against either party.

18. PROCURING GOODS AND CONTRACTED SERVICES.

18.1. Contracting and bidding requirements. COUNTY certifies that it shall comply with Minn. Stat. § 471.345.

18.2. Prevailing wage. For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44; consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. Vendors should submit a prevailing wage form along with their bids.

18.3 Debarred vendors. In the provision of goods or services under this CONTRACT, COUNTY must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, COUNTY must check if vendors are suspended or debarred by referencing the Minnesota Department of Administration's [Suspended/Debarred Vendor Report](#). A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

19. SUBCONTRACTS.

COUNTY, as an awardee organization, is legally and financially responsible for all aspects of this award that are subcontracted, including funds provided to sub-recipients and subcontractors, in accordance with 45 C.F.R. §§ 75.351-75.352. COUNTY shall ensure that the material obligations, borne by the COUNTY in this CONTRACT, apply as between COUNTY and subrecipients, in all subcontracts, to the same extent that the material obligations apply as between the STATE and COUNTY.

20. LEGAL COMPLIANCE.

20.1 General compliance. All performance under this CONTRACT must be in compliance with state and federal law and regulations, and local ordinances. Allegations that STATE deems reasonable, in its sole discretion, of violations of state or federal law or regulations, or of local ordinances, may result in CONTRACT cancellation or termination and/or reporting to local authorities by STATE.

20.2 Nondiscrimination. COUNTY will not discriminate against any person on the basis of the person's race, color, creed, religion, national origin, sex, marital status, gender identity or expression, disability, public assistance status, sexual orientation, age, familial status, membership or activity in a local commission, or status as a member of the uniformed services. COUNTY must refrain from such discrimination as a matter of its contract with STATE. "Person" includes, without limitation, a STATE employee, COUNTY's employee, a program participant, and a member of the public. "Discriminate" means, without limitation, to fail or refuse to hire, discharge, or otherwise discriminate against any person with respect to the compensation, terms, conditions, or privileges of employment, or; exclude from participation in, deny the benefits of, or subject to discrimination under any COUNTY program or activity.

COUNTY will ensure that all of its employees and agents comply with Minnesota Management and Budget Policy #[1329](#) (Sexual Harassment Prohibited) and #[1436](#) (Harassment and Discrimination Prohibited).

20.3 Grants management policies. COUNTY must comply with required [Grants Management Policies and procedures](#) as specified in Minn. Stat. § 16B.97, subd. 4(a)(1). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by Office of Grants Management (OGM) Policy 08-10.

20.4 Conflict of interest. COUNTY certifies that it does not have any conflicts of interest related to this CONTRACT, as defined by OGM Policy 08-01. COUNTY shall immediately notify STATE if a conflict of interest arises.

21. OTHER PROVISIONS

21.1. No Religious Based Counseling. COUNTY agrees that no religious based counseling shall take place under the auspices of this CONTRACT.

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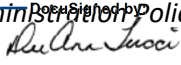
Signature Page Follows

By signing below, the parties agree to the terms and conditions contained in this CONTRACT.

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05 or Department of Administration Policy 21-01.

By: 
9780AF8E93764DF...
Date: 11/1/2024
GRK 259496
Contract No: _____

Distribution: (fully executed contract to each)

Contracts and Legal Compliance Division
County
State Authorized Representative

2. COUNTY

Signatory certifies that County’s articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the County to the terms of this Agreement. County and Signatory agree that the State Agency relies on the Signatory’s certification herein.

By: _____
Title: Human Services Director
Date: _____

3. STATE AGENCY

By (with delegated authority): _____
Title: _____
Date: _____

Adult Mental Health Initiative Grant Contract Attachment A

County Responsibilities

The following items need to be reviewed and acknowledged (check the checkbox).
These items will be evaluated throughout the contract term via site visits and record requests.
By acknowledging, you are stating that you understand the listed program requirements and that related documents and information may be requested from DHS at any time throughout the contract period.

Applicable Grant(s)	Requirement	Description of Tasks & Deliverables	Acknowledge
AMHI	Must have written policy and procedures governing accounting and operational procedures	Documented agreement for multi-county initiatives (e.g., MOU, bylaws, joint powers agreement). Decision-making process document or description. Contingency planning. Nondiscrimination policies.	<input type="checkbox"/> Acknowledge
AMHI	Must include persons with mental illness, Tribal organizations of the county/region, and the Local Advisory Council in the development, implementation, and evaluation of all Adult Mental Health Plans	Demonstrate people with lived experience of mental health are involved in planning, implementing, and evaluating Adult Mental Health Plans. Demonstrate tribal organizations are involved in planning, implementing, and evaluating Adult Mental Health Plans. Demonstrate Local Advisory Councils are involved in planning, implementing, and evaluating Adult Mental Health Plans.	<input type="checkbox"/> Acknowledge
AMHI	Must ensure that Adult Mental Health Initiative projects are planned and administered according to Minn. Stat. 245.4661	Design, plan, and improve the mental health service delivery system for adults with serious and persistent mental illness (SPMI). Include program evaluation.	<input type="checkbox"/> Acknowledge
CSP	Must ensure that Community Support Plan services are planned and administered according to Minn. Stat. 245.4712	Assure sufficient community support services are available to meet the needs of adults with SPMI in the county such as: Competitive employment, Activities of daily living, Leisure activities, Housing, Benefit assistance and Day treatment services	<input checked="" type="checkbox"/> Acknowledge
AMHI & CSP	Must work to achieve the mission statement described in the Minnesota Comprehensive Adult Mental Health Act Minn. Stat. 245.461	Lived experience with mental illness guides the governance and services Bring together people with lived experience, providers, counties, tribes, MCOs and DHS to fully utilize all available resources to meet regional needs. Develop and provide an array of person centered services that builds on personal and cultural strengths. Utilize a data driven model to evaluate the impact of services on health outcomes. Assure access, early intervention, coordination, and application of resources through creative partnerships.	<input checked="" type="checkbox"/> Acknowledge
AMHI & CSP	Must ensure all revenue received by COUNTY and its contracted or subcontracted providers is managed according to Minnesota Rules chapter 9535.1740 subd.3	Submit quarterly fiscal reports/invoices to DHS for payment	<input checked="" type="checkbox"/> Acknowledge
AMHI & CSP	Must ensure that Adult Mental Health grant funding is payer of last resort.	County and contracted providers must bill all eligible insurance before accessing Adult Mental Health grant funding.	<input checked="" type="checkbox"/> Acknowledge
AMHI & CSP	Must have a transition plan that complies with Minnesota Statute 245.466 subd.3a	Transition plan for continuity of care in the event of contract termination with a community mental health center. Transition plan for continuity of care in the event of contract termination with a community support services provider.	<input checked="" type="checkbox"/> Acknowledge
AMHI & CSP	Must complete all required data reporting and ensure their contracted providers are completing all required data reporting	MHIS data reporting completed twice a year SSIS data reporting completed	<input checked="" type="checkbox"/> Acknowledge
AMHI & CSP	Must meet the policy requirements from the Office of Grants Management for all subcontracts that are over \$50,000	Grant monitoring plan for all subcontracts over \$50,000, including site visits and financial reconciliation. Conflict of interest assessed and documented.	<input checked="" type="checkbox"/> Acknowledge
AMHI & CSP	Must incorporate the National Culturally and Linguistically Appropriate Services (CLAS) Standards into County administered services and contracts/agreements with community service providers	Demonstrate effort to provide effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs. The National CLAS Standards Implementation Framework's six areas for action: (1) Foster cultural competence; (2) Reflect and respect diversity; (3) Ensure language access; (4) Build Community partnerships; (5) Collect diversity data; and (6) Benchmark, plan, and evaluate.	<input checked="" type="checkbox"/> Acknowledge
AMHI & CSP	Must have written policy or procedure governing decisions around 418x Client Flex Funds		<input checked="" type="checkbox"/> Acknowledge
AMHI & CSP	Must include a needs assessment conducted by the LAC in its adult mental health plan/application	Needs assessment must include information about how the assessment was conducted. The county should use the LAC as a resource in the development of local plans, grant proposals and mental health services funding.	<input checked="" type="checkbox"/> Acknowledge
AMHI & CSP	Must meet requirements of Open Meeting Law	Meeting information posted where community members can find and access it. Meeting minutes and decisions are documented and publicly available.	<input checked="" type="checkbox"/> Acknowledge

CONTRACT TERM Community Support Program Grant Contract Attachment B

CSP Budget Summary

This page will automatically update based on selections on the previous tabs.
No entry needed. Review only to ensure difference is \$0.

Region or County	CSP Allocation	Amount budgeted	Difference
Becker - CSP	\$193,618	\$193,618	\$-

BUDGET SUMMARY #1		BUDGET SUMMARY #2		PROJECT TOTAL
BRASS Code	TOTAL BUDGET #1	BRASS Code	TOTAL BUDGET #2	
Fiscal host fee	\$-	Fiscal host fee	\$-	
402x - Community Education and Prevention	\$-	402x - Community Education and Prevention	\$-	
403x - Adult Client Outreach	\$-	403x - Adult Client Outreach	\$-	
408x - Adult Outpatient Diagnostic Assessment / Psychological Testing / Explanation of Findings	\$-	408x - Adult Outpatient Diagnostic Assessment / Psychological Testing / Explanation of Findings	\$-	
409x - Pre-petition Screening/Hearing	\$-	409x - Pre-petition Screening/Hearing	\$-	
416x - Transportation	\$-	416x - Transportation	\$-	
418x - Client Flex Funds	\$-	418x - Client Flex Funds	\$-	
419x - Court-related Services and Activities	\$-	419x - Court-related Services and Activities	\$-	
420x - Peer Support Services	\$-	420x - Peer Support Services	\$-	
431x - Adult Mobile Crisis Services	\$-	431x - Adult Mobile Crisis Services	\$-	
434x - Community Support Program Services	\$84,141.00	434x - Community Support Program Services	\$84,141.00	
436x - Adult Residential Crisis Stabilization	\$-	436x - Adult Residential Crisis Stabilization	\$-	
437x - Supported Employment / Individualized Placement and Support Services	\$-	437x - Supported Employment / Individualized Placement and Support Services	\$-	
438x - Assertive Community Treatment (ACT)	\$-	438x - Assertive Community Treatment (ACT)	\$-	
443x - Housing Subsidy	\$-	443x - Housing Subsidy	\$-	
446x - Basic living / Social Skills and Community Integration	\$-	446x - Basic living / Social Skills and Community Integration	\$-	
451x - Emergency Response Services	\$-	451x - Emergency Response Services	\$-	
452x - Adult Outpatient Psychotherapy	\$-	452x - Adult Outpatient Psychotherapy	\$-	
454x - Adult Outpatient Medication Management	\$-	454x - Adult Outpatient Medication Management	\$-	
468x - Adult Day Treatment	\$-	468x - Adult Day Treatment	\$-	
469x - Partial Hospitalization	\$-	469x - Partial Hospitalization	\$-	
474x - Intensive Residential Treatment Services (IRTS)	\$-	474x - Intensive Residential Treatment Services (IRTS)	\$-	
491x - Adult Rule 79 Targeted Case Management (TCM)	\$-	491x - Adult Rule 79 Targeted Case Management (TCM)	\$-	
493x - Adult General Case Management	\$12,668.00	493x - Adult General Case Management	\$12,668.00	
TOTAL CSP FUNDS #1	\$96,809.00	TOTAL CSP FUNDS #2	\$96,809.00	\$193,618.00



Minnesota Department of Human Services County Grant Contract

This Grant Contract, and all amendments and supplements to the contract ("CONTRACT"), is between the State of Minnesota, acting through its Department of Human Services, Behavioral Health Administration ("STATE") and Becker County, an independent grantee, not an employee of the State of Minnesota, located at 712 MN Ave, Detroit Lakes, MN 56501 ("COUNTY").

RECITALS

STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6) and 256B.0624, and Chapter 245I, has authority to enter into contracts for the following services: mental health mobile crisis response services.

COUNTY represents that it is duly qualified and willing to perform the services set forth in this CONTRACT to the satisfaction of STATE.

THEREFORE, the parties agree as follows:

CONTRACT

1. CONTRACT TERM AND SURVIVAL OF TERMS.

1.1. Effective date: This CONTRACT is effective on **January 1, 2025**, or the date that STATE obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

1.2. Expiration date.

In the event this GRANT AGREEMENT is continued by way of an amendment or new agreement, the expiration date is as amended or the date the new agreement is fully executed, whichever is later. Notwithstanding the foregoing, in the event an amendment or new agreement is not fully executed within 60 calendar days of the original expiration date of **December 31, 2026**, this CONTRACT will expire on **March 1, 2027**.

1.3. No performance before notification by STATE. COUNTY may not begin work under this CONTRACT, nor will any payments or reimbursements be made, until all required signatures have been obtained per Minn. Stat. § 16B.98, subd. 7, and COUNTY is notified to begin work by STATE's Authorized Representative.

1.4. Survival of terms. COUNTY shall have a continuing obligation after the expiration of CONTRACT to comply with the following provisions of CONTRACT: Liability; Information Privacy and Security; Intellectual Property Rights; State audit; and Jurisdiction and Venue.

1.5. Time is of the essence. COUNTY will perform its duties within the time limits established in CONTRACT unless it receives written approval from STATE. In performance of CONTRACT, time is of the essence.

2. COUNTY'S DUTIES.

2.1 Duties. COUNTY shall perform Mental Health Mobile Crisis Response Services ("Crisis Services") by performing tasks and duties in accordance with **Attachment A**, Work Plan, which is attached and incorporated into this CONTRACT. In addition to **Attachment A**, COUNTY will:

A. Perform the following:

- a) Promote the safety and emotional stability of children and adults with emotional disturbances or mental health crises;
- b) Minimize further deterioration of the child or adult with emotional disturbance or mental health crisis;
- c) Help each child or adult with an emotional disturbance or mental health crisis to obtain ongoing care and treatment;
- d) Prevent placement in settings that are more intensive, costly, or restrictive than necessary, or inappropriate to meet the child's or adult's needs.
- e) Provide services that are:
 - i. Person centered: the individual or family defines the crisis.
 - ii. Recovery and Resiliency Oriented.
 - iii. In the least restrictive setting possible based upon an individual or family's needs.
 - iv. Promoting community stability or a quick return to the community.
 - v. Culturally responsive and respectful of individual and family beliefs, values, and traditions.
 - vi. Timely: the response results in a face-to-face contact within one hour or as quickly as call volume, traffic and road conditions allow.
 - vii. Community-based: response location is based on location of individual and their individual needs.
 - viii. Appropriately triaging individuals who are at high risk due to situation, location and level of support.
- f) Educate the community and potential users of service on what a mental health crisis involves, when to call for assistance, and what to expect from a response team.

B. Provide Crisis Services that will include the following services:

- a) **24 hour telephone screening and triage** for existence of a mental health crisis or emergency as required in the adult and children's Mental Health Acts. (Emergency Services in the Adult Mental Health Act (Minn. Stat. § 245.469) and Emergency Services in the Children's Mental Health Act (Minn. Stat. § 245.4879).

- b) **Dispatch of mobile crisis response teams** to individuals or families that are dealing with a mental health crisis or emergency.
- c) **Face-to-face crisis assessment** provided to individuals and families that are identified or identify themselves as experiencing a mental health crisis or emergency.
- d) **Face-to-face crisis intervention** services provided to individuals and families that have been assessed as experiencing a mental health crisis or emergency and needing face-to-face service.
- e) **Community Intervention Services (for adults)** as identified in the Minnesota Health Care Services Program Manual, while not identified in statute, is a Medicaid covered service that can be provided by certified crisis response teams.
- f) **Community Stabilization Services** to those individuals and families that remain at risk of another crisis and are in need of additional services to avoid future crises. These services and their requirements are defined in Minnesota Statutes section 256B.0624.
- g) **Pre-assessment** Face-to-face meeting with individuals that do not meet the time threshold for Medicaid billing (i.e. under 8 minutes) must meet the following criteria for a pre-assessment:
 - i. After a phone screening, an individual is determined to need face to face crisis assessment
 - ii. Responder is dispatched to the location to attempt to complete the face-to- face assessment.
 - iii. Responder is unable to complete the assessment because the interaction at the individual's location is less than 8 minutes.
 - iv. Individual's file must contain documentation of what the responder attempted to do and why the assessment could not be completed.
- h) **Infrastructure for face-to-face Crisis Services.** Grant funds may be used to provide this service. Infrastructure must include:
 - i. Hiring, training, and supervising staff who provide direct services to people experiencing a mental health crisis.
 - ii. Making staff available to respond to those in a crisis (on-call cost).
 - iii. Attendance at required State meetings and State funded trainings.
 - iv. Data gathering and analysis for program improvement and State reports.
 - v. Outreach to social services, schools and the general community.
 - vi. Educating the community about mental health and crisis services.
- i) **Additional Ancillary Services and Expenses.** If the MA approved face-to-face assessment and intervention services have been provided, grant funds may also be used for the following services listed under i through iii. These services are intended to be additional to the crisis services listed under Section 2 of this Contract, not to replace the services listed in Section 2 or be provided as stand-alone services.
 - i. **Rapid access to prescriber** is a practice of reserving a small number of prescriber appointments to allow individuals who are in crisis to be seen by a prescriber quickly. If the individual who uses the appointment has insurance that will pay for this service, the service is billed through the individual's insurance and grant funds are not used.

- ii. **Benefit and Healthcare Linkage** is assistance to the individual who experiences a crisis to access the financial and healthcare benefits that the individual is eligible for.
- iii. **Travel expenses** allow individuals in crisis or following a crisis to access hospital or other care as indicated in the individual's crisis treatment plan.
- j) **Third Party Billing.** COUNTY is required to bill third parties for Crisis Services.
 - i. Each crisis response program must be certified as a MA crisis provider. Crisis Response providers are expected to bill third party payers before accessing grants funds.
 - ii. COUNTY must be MA certified to access grant funds and bill as a crisis response provider for the population that COUNTY is serving. The only exception to this requirement is if COUNTY is a new mobile crisis program.
 - iii. If COUNTY is a new mobile crisis program, COUNTY may use grant funds to plan, hire and train for service provision. Submission of certification application must occur within three months of the grant award.
 - iv. Individuals and families being served should not be billed for Crisis Services until all other billing options have been exhausted. Mobile teams that bill individuals or families must obtain and document informed consent regarding billing practices prior to starting services.
- k) **Case Manager Coordination.** Crisis Programs are expected to coordinate services with children's or adult mental health case managers. Informed consent agreements and crisis plan sharing are critical elements of this expectation with case managers. **This item must be addressed in Attachment A, Work Plan.**
- l) **Crisis Services to Schools (for Crisis Providers who serve children).** Crisis Response Providers who serve children are expected to respond to crisis calls from schools. It is critical that Crisis Services establish good working relationships with the schools in their service area. Crisis programs should develop crisis protocols including informed consent statements developed with the school. These protocols assist students, school staff and parents when a mental health crisis occurs during school hours. **This item must be addressed in Attachment A, Work Plan.**
- m) **Law Enforcement & Probation Officers.** Crisis programs must work with their local law enforcement and probation offices. Data from current crisis programs show few referrals from law enforcement and probation officers. It is critical that these entities are aware of their local crisis program, have good working relationship with their local crisis program, and know how and when to access crisis services. **This item must be addressed in Attachment A, Work Plan.**
- n) **Outreach.** Crisis programs are expected to:
 - i. Engage in widespread community awareness, outreach and training to schools, law enforcement, libraries, emergency departments, hospitals, and other systems of care and service within its region to educate about Crisis Services, when, and how to access Crisis Services.
 - ii. Offer alternatives to costly and restrictive inpatient stays and emergency department visits.

- iii. Engage in outreach efforts to the public, and other communities, especially cultural and ethnic minority communities. **This item must be addressed in Attachment A, Work Plan.**
- o) Data Submission and Reporting.**
 - i. Reporting
 - a. COUNTY is responsible for reporting information regarding the services offered under this Contract.
 - b. The report deadlines are the last day of the month following the end of the quarter. For example, the first quarter in 2025 ends on March 31st. The reporting is expected by April 30th.
 - c. The Minnesota Health Information System (MHIS) reporting manual can be found on the DHS Adult Mental Health Website: <https://mn-its.dhs.state.mn.us/gatewayweb/login>
 - ii. Submission
 - a. A narrative report will be submitted on progress toward the goals and objectives identified in the Contract and a budget report of grant spending with the final version of the data sheet provided 30 days after the Contract expiration date.
 - b. The submissions should be emailed to dhs.cmhcrisis@state.mn.us.
 - c. COUNTY must also submit individual adult outcomes on the MHIS.
- p) State Meetings and Trainings.** COUNTY will send representatives to the STATE hosted grantee meetings and trainings. Please budget the cost of attending two face-to-face meetings and one video conference for calendar year (CY) 2025-2026. If these trainings move to a virtual format, these funds can be used for other training needs.
- q) Fiscal Management Responsibilities Supplanting.** The use of Mental Health Crisis Grant funds to replace tribal, county or other funds used to provide crisis response services is prohibited.
- r) Review of Financial Operations:**
 - i. COUNTY must inform STATE of their internal monitoring procedures for the grant funds.
 - a. Where Crisis Services is subcontracted, the fiscal host COUNTY is responsible for proper accounting and financial recordkeeping by the subcontractor.
 - ii. **Budget and Budget Review.** The budget summaries submitted in the grant application shall act as COUNTY's budget when approved by STATE.
 - a. The operating budget shall be in accordance with the STATE approved budget.
 - b. If the COUNTY subcontracts Crisis Services, COUNTY must ensure that the subcontractor follows the budget submitted to STATE. The budget should total the STATE awarded contract amount.
 - c. The detail of each subcontractor budget should be maintained on file by COUNTY.
 - d. Shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of that budget year total and does not change the total obligation amount.
 - e. COUNTY must obtain written approval from the crisis response grant

manager before changing any part of the budget.

iii. **Audit Requirements.** COUNTY must have an up-to-date accounting procedures manual describing financial management functions.

- a. The crisis response grants must be accounted for under separate funding accounts identified within the accounting structure.
- b. The accounting system must adequately identify receipts and expenditures for the crisis response grant. COUNTY must provide copies of current end of year financial statement within 14 days if requested by STATE.

iv. **Reporting Irregularities.** COUNTY and their subcontractors are responsible for promptly notifying STATE of any illegal acts or irregularities and of proposed and actual illegal actions, if any. Illegal acts and irregularities include conflicts of interest, falsification of records or reports, and misappropriation of funds or other assets.

2.2 Grant Progress Reports.

COUNTY shall submit grant progress reports to the STATE on a quarterly basis. Grant progress reports shall summarize activities and outcomes for the given period, and may include, but are not limited to goals, objectives, activities, outcomes, challenges, lessons learned and financial information. COUNTY shall submit program reports to the STATE according to the following schedule and in a mutually agreed upon format:

Due Date:	For service period:
April 30	Prior quarter
July 31	Prior quarter
October 31	Prior quarter
January 31	Prior quarter

2.3 Accessibility. Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the [State of Minnesota Accessibility Standard](#), as updated on July 1, 2024. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.1 (Level AA) and Section 508 of the Rehabilitation Act of 1973.

Information technology deliverables and services offered must comply with the MN.IT Services Accessibility Standards and any documents, reports, communications, etc. contained in an electronic format that COUNTY delivers to or disseminates for the STATE must be accessible. (The relevant requirements are contained under the “Standards” tab at the link above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and STATE may withhold payment pursuant to clause 3.2(a) of CONTRACT.

3. CONSIDERATION AND TERMS OF PAYMENT.

3.1 Consideration. STATE will pay for all services satisfactorily provided by COUNTY under this CONTRACT.

a. Compensation.

1. COUNTY will be paid in accordance with **Attachment B**, Budget, which is attached and incorporated into this CONTRACT.
2. Budget Modification.
 - a. COUNTY must obtain STATE written approval before changing any part of the budget.
 - b. Notwithstanding Clause 17.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of that budget year total and does not change the total obligation amount.
 - c. If COUNTY's approved budget changes proceed without an amendment pursuant to this clause, COUNTY must record the budget change in EGMS or on a form provided by STATE.

b. Travel and subsistence expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of COUNTY's performance under this CONTRACT shall be no greater an amount than provided in the most current Commissioner's Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget as specified in the [Commissioner's Plan, page 69, Chapter 15](#).¹ COUNTY shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.

c. Total obligation. The total obligation of STATE for all compensation and reimbursements to COUNTY shall not exceed **one million seven hundred twenty four thousand five hundred thirty eight dollars (\$1,724,538)**.

d. Withholding. For compensation payable under this CONTRACT, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.

3.2. Terms of payment

a. Invoices. Payments shall be made by STATE promptly after COUNTY submits an invoice for services performed and the services have been determined acceptable by STATE's authorized agent pursuant to Clause 4.1. Invoices shall be submitted in a form prescribed by STATE, if applicable, and according to the following schedule:

Service Period (annually)	Invoice Due Date (annually)
January 1 through March 31	April 15

¹ <https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp>

April 1 through June 30	July 15
July 1 through September 30	October 15
October 1 through December 31	January 15

b. Federal Funds. N/A

4. CONDITIONS OF PAYMENT.

4.1. Satisfaction of STATE. All services provided by COUNTY pursuant to this CONTRACT shall be performed to the satisfaction of STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. COUNTY shall not receive payment for work found by STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation, or if COUNTY has failed to provide Grant Progress Reports pursuant to Clause 2.2, or if the Progress Reports are determined to be unsatisfactory.

4.2. Payments to subcontractors. (If applicable) As required by Minn. Stat. § 16A.1245, COUNTY must pay all subcontractors, within ten (10) calendar days of COUNTY's receipt of payment from STATE for undisputed services provided by the subcontractor(s) and must pay interest at the rate of 1-1/2 percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

4.3. Administrative costs and reimbursable expenses. Pursuant to Minn. Stat. § 16B.98, subd. 1, COUNTY agrees to minimize administrative costs as a condition of this grant. COUNTY shall ensure that costs claimed for reimbursement shall be actual costs, to be determined in accordance with 2 C.F.R. § 200.0 et seq., COUNTY shall not invoice STATE for services that are reimbursable via a public or private health insurance plan. If COUNTY receives funds from a source other than STATE in exchange for services, then COUNTY may not receive payment from STATE for those same services. COUNTY shall seek reimbursement from all sources before seeking reimbursement pursuant to CONTRACT.

4.4. Unexpended Funds.

COUNTY must promptly return to the STATE any unexpended funds that have not been accounted for annually in a financial report to the STATE due at grant closeout.

5. PAYMENT RECOUPMENT.

COUNTY must reimburse STATE upon demand or STATE may deduct from future payments under this CONTRACT or future CONTRACTS the following:

- a.** Any amounts received by COUNTY from the STATE for contract services that have been inaccurately reported or are found to be unsubstantiated;
- b.** Any amounts paid by COUNTY to a subcontractor not authorized in writing by STATE;

- c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line item budget, clause 3.1(a);
- d. Any amounts paid by STATE for which COUNTY'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by COUNTY to perform contract services, in accordance with clause 2, COUNTY'S Duties; and/or
- e. Any amount identified as a financial audit exception.

6. TERMINATION.

6.1. Termination by the State.

- a. **Without cause.** STATE may terminate this CONTRACT without cause, upon 30 days' written notice to COUNTY. Upon termination, COUNTY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- b. **Termination for Cause.** STATE may immediately terminate this CONTRACT if the STATE finds that there has been a failure to comply with the provisions of the CONTRACT, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. STATE may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

6.2. Termination by the Commissioner of Administration.

In accord with Minn. Stat. § 16B.991, subd. 2, the Commissioner of Administration may unilaterally cancel this CONTRACT if further performance under the CONTRACT would not serve agency purposes or is not in the best interest of the STATE.

6.3. Insufficient funds. STATE may immediately terminate this CONTRACT if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written notice to COUNTY. STATE is not obligated to pay for any services that are provided after the effective date of termination. COUNTY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. STATE will not be assessed any penalty if the CONTRACT is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. STATE must provide COUNTY notice of the lack of funding within a reasonable time of STATE'S receiving that notice.

6.4. Breach. Notwithstanding clause 6.1, upon STATE'S knowledge of a curable material breach of the CONTRACT by COUNTY, STATE shall provide COUNTY written notice of the breach and ten (10) days to cure the breach. If COUNTY does not cure the breach within the time allowed, COUNTY will be in default of this CONTRACT and STATE may cancel the CONTRACT immediately thereafter. If COUNTY has breached a material term of this CONTRACT and cure is not possible, STATE may immediately terminate this CONTRACT.

6.5. Conviction relating to a grant. In accordance with Minn. Stat. § 16B.991, subd. 1, this CONTRACT will immediately be terminated if the recipient is convicted of a criminal offense relating to a grant agreement.

7. AUTHORIZED REPRESENTATIVES, RESPONSIBLE AUTHORITY, and PROJECT MANAGER.

7.1. State. STATE's authorized representative for the purposes of administration of this CONTRACT is **Sherray Greene** or successor. Phone and email: **(651) 431-227, sherray.greene@state.mn.us**. This representative shall have final authority for acceptance of COUNTY's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

7.2. County. COUNTY's Authorized Representative is **Denise Warren** or successor. Phone and email: **(218) 847-5628 X5313, denise.warren@co.becker.mn.us** If COUNTY's Authorized Representative changes at any time during this CONTRACT, COUNTY must immediately notify STATE.

7.3. Information Privacy and Security. (If applicable) COUNTY's responsible authority for the purposes of complying with data privacy and security for this CONTRACT is **Judy Simpson** or successor. Phone and email: **(218) 935-3877, judy.simpson@whiteearth-nsn.go**.

8. INSURANCE REQUIREMENTS.

8.1. Worker's Compensation. The COUNTY certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The COUNTY'S employees and agents will not be considered employees of the STATE. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE'S obligation or responsibility.

9. LIABILITY.

To the extent provided for in Minn. Stat. §§ 466.01-466.15, the COUNTY agrees to be responsible for any and all claims or causes of action arising from the performance of this grant contract by COUNTY or COUNTY'S agents or employees. This clause shall not be construed to bar any legal remedies COUNTY may have for the STATE'S failure to fulfill its obligations pursuant to this grant.

10. INFORMATION PRIVACY AND SECURITY.

- a. It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (the "Data Practices Act") as "not public data" on individuals to COUNTY under this Contract. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. Minn. Stat. § 13.02, subd. 8a.
- b. It is expressly agreed that COUNTY will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or

164. Accordingly, COUNTY is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this CONTRACT. Therefore, COUNTY is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this CONTRACT. If COUNTY has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this CONTRACT, COUNTY will be responsible for its own compliance.

11. INTELLECTUAL PROPERTY RIGHTS.

11.1. Definitions. Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by COUNTY, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the CONTRACT. Works includes "Documents." Documents are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by COUNTY, its employees, agents, or subcontractors, in the performance of this CONTRACT.

11.2. Ownership. STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this CONTRACT. The Works and Documents will be the exclusive property of STATE and all such Works and Documents must be immediately returned to STATE by COUNTY upon completion or cancellation of this CONTRACT. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." If using STATE data, COUNTY must cite the data, or make clear by referencing that STATE is the source.

11.3. Responsibilities.

- a. Notification.** Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by COUNTY, including its employees and subcontractors, and are created and paid for under this CONTRACT, COUNTY will immediately give STATE's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. COUNTY will assign all right, title, and interest it may have in the Works and the Documents to STATE.
- b. Filing and recording of ownership interests.** COUNTY must, at the request of STATE, execute all papers and perform all other acts necessary to transfer or record STATE's ownership interest in the Works and Documents created and paid for under this CONTRACT. COUNTY must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of STATE, and that neither COUNTY nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.
- c. Duty not to infringe on intellectual property rights of others.** COUNTY represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and

will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, COUNTY will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at COUNTY's expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. COUNTY will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney's fees. If such a claim or action arises, or in COUNTY's or STATE's opinion is likely to arise, COUNTY must, at STATE's discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.

- d. Federal license granted.** If federal funds are used in the payment of this CONTRACT, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

12. PUBLICITY.

12.1. General publicity. Any publicity regarding the subject matter of this CONTRACT must identify STATE as the sponsoring agency and must not be released without prior written approval from the STATE's authorized representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, websites, social media, and similar public notices prepared by or for the COUNTY individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this CONTRACT. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the COUNTY's website when practicable.

12.2. Endorsement. COUNTY must not claim that STATE endorses its products or services.

13. OWNERSHIP OF EQUIPMENT. The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to STATE or to an eligible non-STATE party named by the STATE. If federal funds are granted by the STATE, then disposition of all equipment purchased under this grant contract shall be in accordance with OMB Uniform Grant Guidance, 2 C.F.R. § 200.313. For all equipment having a current per unit fair market value of \$5,000 or more, STATE shall have the right to require transfer of the equipment (including title) to the Federal Government. These rights will normally be exercised by STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

14. AUDIT REQUIREMENTS AND COUNTY DEBARMENT INFORMATION.

14.1. State audit.

Under Minn. Stat. § 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the COUNTY or other party that are relevant to the CONTRACT are subject to examination by STATE and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years from the CONTRACT end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

14.2. Independent audit. If COUNTY conducts or undergoes an independent audit during the term of this CONTRACT that is relevant to this CONTRACT, notice of the relevant audit must be provided to STATE within thirty (30) days of the audit's completion and a copy provided, if requested.

14.3. Federal audit requirements and COUNTY debarment information. COUNTY certifies it will comply with 2 C.F.R § 200.501 et seq., as applicable. To the extent federal funds are used for this CONTRACT, COUNTY acknowledges that COUNTY and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities receiving \$750,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

14.4. Debarment by STATE, its departments, commissions, agencies or political subdivisions.

COUNTY certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions:
<https://mn.gov/admin/osp/government/suspended-debarred/>. COUNTY's certification is a material representation upon which the CONTRACT award was based. COUNTY shall provide immediate written notice to STATE's authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

14.5. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion – lower tier covered transactions.

COUNTY's certification is a material representation upon which CONTRACT award was based. Federal money will be used or may potentially be used to pay for all or part of the work under CONTRACT, therefore COUNTY must certify the following, as required by 2 C.F.R. § 180, or its regulatory equivalent.

a. Instructions for Certification

1. By signing and submitting this CONTRACT, 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 CONTRACT 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 CONTRACT 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 CONTRACT 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 Nonprocurement 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. part 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.

b. Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this CONTRACT, 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 CONTRACT.

15. JURISDICTION AND VENUE.

This CONTRACT, and amendments and supplements, are governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this CONTRACT, or breach of the CONTRACT, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16. CLERICAL ERRORS AND NON-WAIVER.

16.1. Clerical error. Notwithstanding Clause 17.1, STATE reserves the right to unilaterally fix clerical errors contained in the CONTRACT without executing an amendment. COUNTY will be informed of errors that have been fixed pursuant to this paragraph.

16.2. Non-waiver. If STATE fails to enforce any provision of this CONTRACT, that failure does not waive the provision or STATE's right to enforce it.

17. AMENDMENT, ASSIGNMENT, SEVERABILITY, ENTIRE AGREEMENT, AND DRAFTING PARTY.

17.1. Amendments. Any amendments to this CONTRACT shall be in writing and shall be executed by the same parties who executed the original CONTRACT, or their successors in office.

17.2. Assignment. COUNTY shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of STATE.

17.3. Entire Agreement.

- a. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute, and will incorporate the substitute provision in this CONTRACT according to clause 17.1.
- b. This CONTRACT contains all negotiations and agreements between STATE and COUNTY. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

17.4. Drafting party. The parties agree that each party individually has had an opportunity to review with a legal representative, negotiate and draft this CONTRACT, and that, in the event of a dispute, the CONTRACT shall not be construed against either party.

18. PROCURING GOODS AND CONTRACTED SERVICES.

18.1. Contracting and bidding requirements. COUNTY certifies that it shall comply with Minn. Stat. § 471.345.

18.2. Prevailing wage. For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44; consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. Vendors should submit a prevailing wage form along with their bids.

18.3 Debarred vendors. In the provision of goods or services under this CONTRACT, COUNTY must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, COUNTY must check if vendors are suspended or debarred by referencing the Minnesota Department of Administration's [Suspended/Debarred Vendor Report](#). A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

19. SUBCONTRACTS.

COUNTY, as an awardee organization, is legally and financially responsible for all aspects of this award that are subcontracted, including funds provided to sub-recipients and subcontractors, in accordance with 45 C.F.R. §§ 75.351-75.352. COUNTY shall ensure that the material obligations, borne by the COUNTY in this CONTRACT, apply as between COUNTY and subrecipients, in all subcontracts, to the same extent that the material obligations apply as between the STATE and COUNTY.

20. LEGAL COMPLIANCE.

20.1 General compliance. All performance under this CONTRACT must be in compliance with state and federal law and regulations, and local ordinances. Allegations that STATE deems reasonable, in its sole discretion, of violations of state or federal law or regulations, or of local ordinances, may result in CONTRACT cancellation or termination and/or reporting to local authorities by STATE.

20.2 Nondiscrimination. COUNTY will not discriminate against any person on the basis of the person's race, color, creed, religion, national origin, sex, marital status, gender identity or expression, disability, public assistance status, sexual orientation, age, familial status, membership or activity in a local commission, or status as a member of the uniformed services. COUNTY must refrain from such discrimination as a matter of its contract with STATE. "Person" includes, without limitation, a STATE employee, COUNTY's employee, a program participant, and a member of the public. "Discriminate" means, without limitation, to fail or refuse to hire, discharge, or otherwise discriminate against any person with respect to the compensation, terms, conditions, or privileges of employment, or; exclude from participation in, deny the benefits of, or subject to discrimination under any COUNTY program or activity.

COUNTY will ensure that all of its employees and agents comply with Minnesota Management and Budget Policy #[1329](#) (Sexual Harassment Prohibited) and #[1436](#) (Harassment and Discrimination Prohibited).

20.3 Grants management policies. COUNTY must comply with required [Grants Management Policies and procedures](#) as specified in Minn. Stat. § 16B.97, subd. 4(a)(1). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by Office of Grants Management (OGM) Policy 08-10.

20.4 Conflict of interest. COUNTY certifies that it does not have any conflicts of interest related to this CONTRACT, as defined by OGM Policy 08-01. COUNTY shall immediately notify STATE if a conflict of interest arises.

21. OTHER PROVISIONS

21.1. No Religious Based Counseling. COUNTY agrees that no religious based counseling shall take place under the auspices of this CONTRACT.

21.2. Contingency Planning. This section applies if COUNTY will be fulfilling Priority 1 or Priority 2 functions under this contract. A *Priority 1* function is a function that, for purposes of planning business continuity during an emergency or disaster, must continue 24 hours per day and 7 days per week, or be recovered within hours. A *Priority 2* function is a function that, for purposes of planning business continuity during an emergency or disaster, must be resumed within 25 hours to 5 days. Within 90 days of the execution of this CONTRACT, COUNTY and any subcontractor will have a contingency plan. The contingency plan shall:

- a. Ensure fulfillment of Priority 1 or Priority 2 obligations under this CONTRACT;
- b. Outline procedures for the activation of the contingency plan upon the occurrence of a governor or commissioner of the Minnesota Department of Health declared health emergency;
- c. Identify an individual as its Emergency Preparedness Response Coordinator (EPRC), the EPRC shall serve as the contact for STATE with regard to emergency preparedness and response issues, the EPRC shall provide updates to STATE as the health emergency unfolds;
- d. Outline roles, command structure, decision making processes, and emergency action procedures that will be implemented upon the occurrence of a health emergency;
- e. Provide alternative operating plans for Priority 1 or Priority 2 functions;
- f. Include a procedure for returning to normal operations; and
- g. Be available for inspection upon request.

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Signature Page Follows

By signing below, the parties agree to the terms and conditions contained in this CONTRACT.

APPROVED

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05 or Department of Administration Policy 21-01.

By: _____

Date: _____

Contract No: _____

2. COUNTY

Signatory certifies that County's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the County to the terms of this Agreement. County and Signatory agree that the State Agency relies on the Signatory's certification herein.

By: _____

Title: _____

Date: _____

Distribution: (fully executed contract to each)

Contracts and Legal Compliance Division

County

State Authorized Representative

3. STATE AGENCY

By (with delegated authority): _____

Title: _____

Date: _____

AVAILITY ESSENTIALS
ORGANIZATION ACCESS AGREEMENT

This Organization Access Agreement (including all Exhibits hereto) (this “Agreement”) governs the use of and access to Availity Essentials, a real-time platform that facilitates electronic communication and information exchange between healthcare providers and payers via Availity’s secure websites (“Site”). This Agreement is entered into by and between Availity, L.L.C. (“We”, “Us”, or “Our”) and the organization or company entering into this Agreement with Us (“You” or “Your”). We and You are sometimes hereinafter referred to individually as the “Party” or collectively as the “Parties”.

THIS AGREEMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT APPLY TO YOUR ORGANIZATION’S USE OF AND ACCESS TO AVAILITY ESSENTIALS. PLEASE READ IT CAREFULLY. BY USING AND ACCESSING THE SERVICES VIA THIS SITE, YOU AFFIRM THAT YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS, AND ACKNOWLEDGE AND UNDERSTAND THAT THESE TERMS MAY BE UPDATED OR MODIFIED AT ANY TIME, IN OUR SOLE DISCRETION. YOU, AS THE ADMINISTRATOR, FURTHER AFFIRM THAT YOU HAVE THE LEGAL AUTHORITY TO ACT ON BEHALF OF THE ORGANIZATION OR COMPANY YOU REPRESENT, INCLUDING BINDING SUCH ORGANIZATION OR COMPANY TO THESE TERMS.

TERMS AND CONDITIONS

1. Definitions.

- (a) “Administrator” is the person who has legal authority to sign agreements on Your organization’s behalf and who is responsible for granting access to Users, validating users, and maintaining Users. The Administrator may, from time to time and in the manner prescribed by Us, designate another person to setup and maintain Users, but the Administrator will retain overall responsibility for setting up and maintaining Users and signing future updates to this Agreement.
- (b) “Content” means all data, features, functionality, self-service functions, materials, text, graphics, images, displays, files, software, sound recordings, audiovisual works, images, user guides, operating manuals, policies, trainings, blogs, news, reports, and other materials provided by Us or made available or displayed via the Site, and the design, arrangement, and compilation of the Site, in each case, as may be modified from time to time by Us. Content excludes any content provided by payers through Payer Spaces or other sites or applications linked from or to the Site.
- (c) “Login Credentials” means the unique User identification and password combination required to gain access to the Services, including any and all security measures required prior to gaining access to the Services.
- (d) “Services” means Availity Essentials, and includes any and all features or functionality thereof and all updates, upgrades, enhancements, improvements, or modifications to Availity Essentials.
- (e) “User” means a person You have authorized and validated to access or use the Services on Your behalf, and who has entered into a User Agreement. For the avoidance of doubt, a User may include individuals who are employed by You or Your affiliates and/or Business Associates.

- (f) “User Agreement” means the terms and conditions that govern Users' use of and access to the Services.

2. Use of the Services. We hereby grant You a limited, revocable, non-exclusive, non-transferable license to access and use the Services and Content for the permitted uses described in this Agreement. You agree to use the Services and Content in compliance with the terms of this Agreement, all policies and terms specified by Us from time to time and made available to You, and all applicable laws, rules, and regulations. You may access and use the Services and Content for Your internal legitimate business purposes related to the exchange of healthcare information by and between Covered Entities and Business Associates, as defined in 45 C.F.R. Part 160.103. Any access or use of the Services and Content for other purposes is strictly prohibited. To the extent that tools are used to obfuscate (e.g., virtual private network (VPN)), or make it difficult to determine, You or a User's origin and identification, We have the right to make inquiry and You must provide a valid reason for such use. If You refuse to timely cooperate, or We disapprove in Our sole discretion, Your access to the Services may be suspended or terminated.

3. Restrictions. You will not, and will not permit any User or any third party to:

- (a) provide any person who is not a User access to the Services or Content;
- (b) sell, resell, rent, license, sublicense, distribute lease, copy, frame, or mirror any part of the Services or Content;
- (c) use the Services to store or transmit false, fraudulent, infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights;
- (d) use the Services to store or transmit viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents, or programs;
- (e) interfere with or disrupt Availability's servers or networks (including, but not limited to, by means of the transmission of any virus, worm, Trojan horse, or other items of a destructive or harmful nature), or otherwise interfere with the integrity or performance of the Services or third-party data contained therein;
- (f) use the Service or Content in a manner contrary to how the Service or Content are intended or designed, or attempt to gain access to the Services or the related systems or networks through unauthorized methods, or otherwise violate, tamper with or circumvent the security of any computer network, software, passwords, encryption codes, technological protection measures, including but not limited to accessing the Services in any manner not contemplated or permitted under this Agreement, or to enable others to do so;
- (g) create derivate works based on the Services or Content and/or reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Services or any part thereof;
- (h) access the Services or Content in order to build a competitive product or service;
- (i) use the Services or Content in a manner which may violate the laws and regulations of the United States or any other nation, or the laws and regulations of any state, city, province, or other jurisdiction;
- (j) transmit any information using the Services without proper consent, authorization, or permission where required;
- (k) copy any features, functions, or graphics of the Services or Content;

- (l) submit any data that is subject to the European Union Data Protection Regulation 2016/679;
- (m) submit eligibility and benefits transactions or otherwise use or access the Services or Content for the purpose of insurance discovery practices;
- (n) use bots, technology, or methods that are intended to obtain information from the Services in a manner that is not intended by the Services and not for Your legitimate business purposes, commonly referred to as “screen scraping,” “data scraping,” “web scraping,” “web emulation,” or “web bots” (collectively, “Scraping Methods”) when accessing or using the Services, including but not limited to, when You submit medical transactions or other information or data through the Services. In the event that You use any of the Scraping Methods, We may utilize technical measures to prevent such usage and may, in Our sole and absolute discretion, suspend or terminate the connection. In addition, We may take direct legal action against You or Your User to the fullest extent permitted by law for use of any such Scraping Methods; and
- (o) submit transactions in a manner that We, in Our sole and absolute discretion, deem to be excessive or abusive. We will monitor Your usage and notify You if We determine your use to be excessive or abusive. To the extent the parties do not reach a resolution of the issue within thirty (30) days of Our notice to You, We may utilize technical measures to prevent such usage and/or suspend or terminate Your use of and access to the Services.

4. Registration, Access, and Security.

- (a) You must validate your identity through a registration process or other process established by Us (“Identity Validation”). The Identity Validation process may change from time to time in Our sole and absolute discretion but may require You to adhere to an Identity Assurance Level that includes a standard of IAL2 as defined in the National Institute of Standards (NIST) Digital Identity Guidelines, NIST 800-63-3, or succeeding guideline (“NIST Guidelines”). All data and information required for Identity Validation, including, but not limited to, images of Your likeness, biometrics, and copies of government issued documents may be stored with Us and an authorized third-party used for Identity Validation. You hereby consent to Identity Validation in accordance with this Section 4(a) and agree that Identity Validation is essential to using the Services.
- (b) You must register each User through the online registration process or other process established by Us, which process may change from time to time in Our sole and absolute discretion. Each User is required to acknowledge and agree to the terms and conditions of the User Agreement upon initial login prior to accessing and using the Services. No User will receive access to the Services without valid Login Credentials and accepting the User Agreement. You acknowledge and agree that We will require Users to comply with all terms and conditions set forth in the User Agreement. You are responsible for breaches by Users of the User Agreement.
- (c) As the Administrator, You must verify and enforce that each User requesting access to the Service provides evidence that the User is the owner of the identity the User is claiming to use (“User Authentication Requirement”). The verification method used to satisfy the User Authentication Requirement must adhere to an Identity Assurance Level no less than IAL2 as defined in the NIST Guidelines. You are solely responsible for validating each User in accordance with the User Authentication Requirement.
- (d) You are responsible to appoint and maintain a current Administrator and You shall be responsible for all acts and omissions of the Administrator. You will use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such actual

or suspected unauthorized access or use of the Services by email to privacyoffice@availity.com.

- (e) The Administrator is solely and exclusively responsible to ensure that each User has unique Login Credentials, and to maintain an accurate and up to date list of all Users. Administrator may, from time to time and in the manner prescribed by Us, designate another person to setup and maintain Users, but the Administrator shall retain overall responsibility for Users, including setting up and maintaining Users. You are solely responsible for maintaining the strict confidentiality of, and monitoring the security and maintenance of, Login Credentials. Each User is permitted to access the Services only using the unique Login Credentials assigned to such User. You will not, and will ensure that Your Users do not, allow any other person to use a User's Login Credentials to access the Services. You agree that You will be fully liable for any and all charges, damages, or losses that may be incurred or suffered as a result of the acts and omissions of any third party that accesses the Services through use of Your or Your Users' Login Credentials, as if such acts and omissions were Your own. We are not and will not be liable for any harm arising from or relating to the theft of Login Credentials, Your disclosure of Login Credentials or the use of Login Credentials by another person or entity.
- (f) The Administrator may disable any User's access to the Services at any time by revoking the User's access online or by a written request to Us. You must immediately notify Us in writing by email to privacyoffice@availity.com, and Administrator must immediately disable access to the Services by a User, when You have any security concern, including but not limited to any security breach, lost or stolen Login Credentials, disclosure of confidential information, use of the Services in violation of the terms of this Agreement, any applicable User Agreement, or fraudulent activity. In addition, Administrator must disable access to the Services by any terminated employee immediately upon such employees' termination. We are not and will not be liable for any harm arising from or relating to the theft of Your Login Credentials, Your disclosure of Your User ID or password or the use of Your User ID or password by another person or entity. Any attempt to obtain unauthorized access, or to exceed authorized access, to the Services and Content will be considered a trespass and computer fraud and abuse, punishable under state and federal laws.
- (g) Internet connectivity is required for You to access the Services. You are solely responsible, at Your own expense, to ensure that You have Internet access, and compatible hardware, and software necessary to access the Services.

5. Organization Representations.

- (a) You represent that You are either a "Covered Entity" or "Business Associate" as defined in 45 CFR §160.103, that is providing services to, for or on behalf of a Covered Entity either directly or through other Business Associates of the Covered Entity. If You are a Business Associate of a Covered Entity, You represent and warrant that: (1) you have entered into a Business Associate Agreement with such Covered Entity, (2) you have written authorization to submit transactions (including claims) to Us on behalf of the Covered Entity, and (3) you have permission and/or written authorization from the Covered Entity as is necessary for Us to provide the Services.
- (b) You represent that none of You, Administrator, nor any of Your Users, employees or contractors have previously been convicted of a criminal offense related to healthcare or been listed as debarred excluded or otherwise ineligible for participation in a federal health care program or public government contract. You will immediately notify us if You become aware that You, Administrator, or any of Your Users, employees or contractors have been excluded or are otherwise ineligible to participate in a federal health care program or public government contract

and will immediately discontinue access to the Services for any affected entities or individuals.

(c) You represent that You have validated all Users in accordance with this Agreement.

(d) You represent that Administrator and all Users are at least 18 years of age.

6. HIPAA, Privacy, and Business Associate Provisions. The Parties agree as follows: (a) the Business Associate Provisions (attached hereto as Exhibit A), which are hereby incorporated by reference into this Agreement, and which may be updated from time to time as described therein, will govern the rights and responsibilities of You and Us with respect to the communication and treatment of Protected Health Information (“PHI”), as defined in the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder (“HIPAA”); (b) each Party will use or disclose PHI only in a manner consistent with all applicable laws and regulations, including HIPAA; (c) You represent and warrant to Us that You have provided or will provide to patients all notices, and that You have obtained or will obtain from patients all consents, authorizations, permissions, and any other rights required by HIPAA and other applicable laws in connection with Your use of the Services; Both Parties agree that in the event any legislation or rules promulgated under HIPAA or any other federal or state governing statutes or regulatory action after the effective date of this Agreement, which modifies in any way the use, disclosure, or exchange of PHI, will be deemed accepted upon the effective date and this Agreement will be automatically updated to include such changes as of their effective date without requiring further amendment to this Agreement.

7. Confidentiality. Each Party (as “Receiving Party”) acknowledges and understands that in connection with this Agreement, the other party (as “Disclosing Party”) may share confidential or proprietary information, including without limitation terms and conditions of this Agreement, trade secrets, technology, software, information pertaining to business operations and strategies, pricing, and marketing, whether in oral, electronic, or written form, which the Receiving Party knows or should know by the nature of the information or its disclosure, is proprietary or confidential to the Disclosing Party (“Confidential Information”). Confidential Information will not include information that: (a) is already known to the Receiving Party without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party; (c) is developed by the Receiving Party independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Receiving Party from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information. The Receiving Party will use the Confidential Information of the Disclosing Party only for the purpose of performing its obligations under this Agreement. The Receiving Party agrees not to disclose or otherwise make available Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party; provided, however, that the Receiving Party may disclose the Confidential Information of the Disclosing Party to its officers, employees, consultants and advisors who have a “need to know” and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Agreement, to and including security and fraud investigations. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party will use commercially reasonable efforts to provide prompt written notice of such requirement, if legally permissible, so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy.

8. Medicaid Eligibility Transactions. You will comply with all applicable laws and regulations. To the extent applicable, You agree to comply with the Medicare Medicaid terms and conditions available at [Medicaid Terms](#). You agree that, with respect to Medicaid eligibility transactions: (a) access to eligibility

information is restricted to the sole purpose of verification of Medicaid eligibility where the recipient has requested Medicaid payment for medical services; (b) verification of eligibility under the system is not a guarantee of payment and the records as to the recipient's eligibility status will be the final authority; and (c) You agree to abide by applicable federal and state laws regarding confidentiality of information.

9. Intellectual Property. You acknowledge and agree that the Services and Content are protected by copyrights, trademarks, trade secrets, patents, or other proprietary rights, and that these rights are valid and protected in all forms, media, and technologies existing now and hereafter developed. You acknowledge and agree that We (or third parties providing content for the Services) exclusively own all rights, titles and interests in and to the Services, Content, and all intellectual property rights therein, and that the Services and Content will remain the property of Us and our licensors. You agree to comply with all applicable intellectual property laws and you will not encumber any interest in, or assert any rights to the Services or Content. You may print copies of the Content for Your legitimate internal business purposes only, but You may not modify, distribute, license, sublicense, transmit, create derivative works based on, link to, reproduce, or participate in the sale, transfer, or distribution of the Services or Content, in whole or in part, without prior written permission of Us. All rights not expressly granted in this Agreement are reserved to Us. No other rights or licenses are conveyed or intended by this Agreement.

10. Data.

- (a) Third Party Data. We are not responsible for the accuracy, quality, integrity, and legality of the data, including PHI, from third party sources that are made available to You in connection with the Services.
- (b) Transaction Data. You will be solely responsible for the accuracy, quality, integrity, and legality of the data, including PHI, Personally Identifiable Information, and any other information used in connection with the Services ("Transaction Data").
- (c) Your Data. You will be solely responsible for the accuracy, quality, integrity, and legality of information used to validate Your Identity and any User identity, and any other information in connection with the use or registration of the Services ("Your Data"). The collection and use of Your Data are governed according to Our [Privacy Policy](#) which is incorporated in its entirety into this Agreement by reference. We may update this Privacy Policy from time to time and encourage You to review this Privacy Policy frequently to be informed of how we are protecting Your information. You hereby grant to Us a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use Transaction Data and Your Data as necessary to provide the Services and for Our business purposes, including, but not limited to, benchmarking, security and fraud investigations, sharing Your transaction details and user information (e.g., IP address and user name) with a health plan or entity with which You have a relationship, and making improvements and modifications to the Services. You also hereby permit us to use Your Data in de-identified and in aggregated form, which will always be in a manner that does not identify a natural person or You. We are the sole and exclusive owner of any and all proprietary rights in such de-identified data.
- (d) Usage Data. The provision of the Services involves the ongoing operation, support, and improvement of the Services for all users. Availity will securely process information related to how You and Your Users use and interact with the Services, including but not limited to login frequency, first pass rate, region or specialty, and how frequently certain features are used ("collectively, "Usage Data"). Availity may use Usage Data for its internal business purposes, including for the purpose of security and fraud investigations, updating, modifying, enhancing,

and protecting the Services, and using algorithmic analysis and/or machine learning technologies. We further reserve the right to provide You and other similarly situated organizations with general statistical information and benchmark reports based on such Usage Data. In no event will Usage Data include PHI or Your Data that constitutes individually identifiable information, nor will such Usage Data identify You to any other organization.

- (e) Feedback. In the event You or Your Users provide Us with any suggestions, enhancement requests, recommendations, or other feedback relating to the Services (collectively, “Feedback”), You grant Us a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Services any such Feedback.

11. User Contributions. The Services may contain certain interactive features that allow Users to post, submit, publish, display, provide, or transmit (collectively, “Post”) content or materials (collectively, “User Contributions”) on or through the Services. Any User Contribution You Post to the Services will be considered non-confidential and non-proprietary. By Posting any User Contribution, You grant Us, and Our affiliates, vendors, suppliers, licensors and service providers (collectively, “Related Entities”), the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any User Contributions for any purpose. You represent and warrant that: (a) all of Your User Contributions comply with the terms of this Agreement and User Agreements; (b) Your User Contributions do not infringe any third party rights; (c) You own or control all rights in and to the User Contributions and have the right to grant the license granted above to Us and Our Related Entities; and (d) User Contributions may not contain any PHI. You understand and acknowledge that We are responsible for any User Contributions You submit or contribute, and You, not Us, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by You or any other User of the Services. If You believe that any User Contributions or other Content violates Your copyright, You may submit a written request (a “Copyright Notice”) to legalnotice@availity.com asking to remove or access such materials. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512), such Copyright Notice must include substantially the following: (a) Your physical or electronic signature, (b) identification of the copyrighted work You believe to have been infringed or, if the claim involves multiple works on the Services, a representative list of such works, (c) identification of the material you believe to be infringing in a sufficiently precise manner to allow Us to locate that material, (d) adequate information by which We can contact You (including your name, postal address, telephone number, and email address), (e) a statement that You have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law, (f) a statement that the information in the written notice is accurate, and (g) a statement, under penalty of perjury, that You are authorized to act on behalf of the copyright owner.

12. General Disclaimers. THE SERVICES AND SITE ARE PROVIDED TO YOU ON AN “AS IS, WITH ALL FAULTS” BASIS, AND YOUR USE OF THE SERVICES AND SITE IS AT YOUR OWN RISK. THE SITE AND THE CONTENT ARE MADE AVAILABLE TO YOU FOR YOUR CONVENIENCE. WE MAKE NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE SERVICES, CONTENT, OR ANY UPDATES OR UPGRADES THERETO, OR THE ACCURACY, RELIABILITY, OR COMPLETENESS OF ANY CONTENT OR OTHER INFORMATION PROVIDED TO YOU IN CONNECTION WITH THE SERVICES PROVIDED TO YOU UNDER THIS AGREEMENT. WE EXPRESSLY AND SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, RESULTS, WORKMANLIKE EFFORT, COURSE OF DEALING AND TITLE, AND NONINFRINGEMENT WITH RESPECT TO THE SERVICES, CONTENT, AND ANY OTHER MATERIALS AND SERVICES, AND WITH RESPECT TO THE USE OF ANY OF THE FOREGOING. WE

MAKE NO WARRANTY, AND EXPRESSLY DISCLAIMS ANY OBLIGATION, THAT: (A) THE SERVICES OR ANY CONTENT, INCLUDING THIRD PARTY CONTENT, CONTAINED THEREIN WILL MEET YOUR REQUIREMENTS OR WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR VIRUS-FREE BASIS; (B) THE CONTENT, FORMS AND INFORMATION PROVIDED ON OR THROUGH THE SERVICES WILL BE UP-TO-DATE, COMPLETE, COMPREHENSIVE, OR ACCURATE; (C) THE INFORMATION THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; (D) THE QUALITY OF THE SERVICES, CONTENT, OR OTHER INFORMATION OR MATERIALS OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS; OR (E) THAT DEFECTS, IF ANY, WILL BE CORRECTED. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY TRANSACTION THAT WE FAIL TO TRANSMIT, OR SEND IN AN INCORRECT OR INCOMPLETE FORMAT, WILL BE, UPON YOUR WRITTEN REQUEST IF RECEIVED BY US WITHIN THIRTY (30) BUSINESS DAYS AFTER SUCH TRANSACTION WAS ORIGINALLY SENT, TO REPROCESS AND/OR RESUBMIT SUCH TRANSACTION AT OUR EXPENSE. WE WILL NOT BE RESPONSIBLE FOR ANY DOWN TIME OR SUSPENSION OF YOUR SYSTEM, ANY DEFECTIVE PROCESSING, OR FOR THE SECURITY OF DATA DURING TRANSMISSION THROUGH PUBLIC TELECOMMUNICATION LINES.

Links to other third-party websites may be provided from or through the Site or the Services. When you click on these links you will leave the Our website and will be redirected to a third party's website. Third party websites are not under Our control. WE ARE NOT RESPONSIBLE OR LIABLE FOR THE CONTENT, SECURITY, OR ANY OTHER ASPECT OF THE THIRD-PARTY WEBSITES, OR THE ACTS OR OMISSIONS OF THE APPLICABLE THIRD PARTY, IN ANY WAY.

13. Limitation of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL WE, OUR AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, LICENSORS, SUPPLIERS, SUCCESSORS AND ASSIGNS OF EACH, BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY PERSONAL INJURY OR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES ARISING OUT OF ANY USE OF THE SERVICES AND/OR CONTENT, THE SITE, OR ANY OTHER HYPER-LINKED SITE, INCLUDING BUT NOT LIMITED TO THIRD PARTY WEBSITES. THIS INCLUDES, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR DATA ON YOUR EQUIPMENT, OR OTHER DAMAGES OF ANY NATURE, EVEN IF WE ARE EXPRESSLY ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. WE SPECIFICALLY DISCLAIM ALL LIABILITY WITH RESPECT TO YOUR ACCESS AND USE OF ANY PHI AND ANY CLAIM BETWEEN YOU AND ANY PATIENT OR OTHER THIRD PARTY WITH RESPECT THERETO. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED. THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE AGREEMENT BETWEEN US AND YOU.

14. General Indemnity. You agree to defend, indemnify, and hold Us and Our affiliates, directors, officers, employees, agents, contractors, licensors, suppliers, successors, and assigns of each harmless against any and all losses, expenses, costs, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, or damages (including Our reasonable attorneys' fees, expert fees, and other reasonable costs of litigation) arising from, incurred as a result of, or in any manner related to (a) Your breach of the terms of this Agreement; (b) Your unauthorized or unlawful use of the Services, the Site or any Content; (c) the unauthorized or unlawful use of the Services by any other person using Your Login Credentials; and (d) any breach or unauthorized use of the Services of any person or entity to whom You delegate functions or User access to with regard to the Services.

15. Term and Termination. You may use the Services for so long as You possess valid Login Credentials, or unless otherwise terminated by Us. We may terminate or suspend Your access to the Services at any time, with or without cause. We may deny Your access to the Services in the event You breach this Agreement or at any time with or without notice to You. You are responsible for all acts or omissions by Users, and for any liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims, or demands of any kind or nature by or on behalf of any person, party, or governmental authority incurred by Us as a result of any User's use of the Services.

16. Third Party Software and Content. You agree to use any third-party software or content We may provide to You solely for the purposes of using the Services in accordance with the terms of this Agreement. You acknowledge and agree that We are not responsible for any third-party software or content, including its accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. We do not assume and will not have any liability or responsibility to You or any other person or entity for any third-party software or content. Third-party software and content and links thereto are provided solely as a convenience to You, and You access and use them at entirely at Your own risk and subject to the terms and conditions of any licenses relating to such third-party software. We may, but have no obligation to, assist in the installation of such software. Upon Our request, You will return all copies of such third-party software to Us and remove, and certify to Us such removal, of any electronic copies of such third-party software stored or residing on Your systems.

17. Governing Law; Venue; Arbitration. This Agreement is governed by the laws of the State of Florida, without regard to its conflicts of law provisions. Any dispute relating to this Agreement, the Site, or the Services will be brought only in a federal or state court sitting in Duval County, Florida. At Our sole and absolute discretion, You may be required to submit any disputes arising from this Agreement or Your use of the Services, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Florida law in Duval County, Florida.

18. Force Majeure

We are not liable in any way for delays, failure in performance, loss, or damage due to any of the following conditions beyond Our control: computer "virus" infections, computer system downtime, fire, strike, embargo, explosion, power blackout, earthquake, volcanic action, flood, war, water, the elements, labor dispute, civil disturbance, governmental requirement, civil or military authority, acts of God, public enemy, inability to secure fuel, inability to secure products, inability to secure transportation, or other causes beyond Our reasonable control, whether or not similar to the foregoing. We are not liable in any way for delays, failure in performance, loss or damage due to acts or omissions cause by You, Your Users, or other providers, payers, or other third parties.

19. Order of Precedence. If You have entered into other agreements with Us or any affiliate of Availity, L.L.C., and there is any conflict between the terms of this Agreement and any other agreement by and between You and Us or any affiliate of Availity, the terms of this Agreement, including Exhibit A, shall control with respect to Your use of and access to Availity Essentials.

20. Miscellaneous.

- (a) It is understood and agreed that no failure or delay by a Party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof

preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

- (b) If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision will be eliminated or limited to the minimum extent such that the remaining provisions of this Agreement will continue in full force and effect.
- (c) You may not assign or delegate any of Your rights or obligations under this Agreement without Our prior written consent. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves You of any obligations under this Agreement.
- (d) All legal notices related to this Agreement must be given in writing to Availity at legalnotice@availity.com. Any legal notice given by Availity to you will be delivered via email to Your Administrator.
- (e) Any media releases related to this Agreement, including, without limitation, promotional or marketing material, must be approved in writing by Us prior to release. This restriction does not apply to any announcement intended solely for internal distribution or any disclosure necessary to meet legal, accounting, or regulatory requirements.
- (f) The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party has authority to contract for or bind the other Party in any manner whatsoever.
- (g) This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- (h) Provisions of this Agreement, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Restrictions; HIPAA, Privacy and Business Associate Provisions; Confidentiality; Data; Intellectual Property; Limitation of Liability; General Indemnity; Governing Law, Venue, and Arbitration; and Miscellaneous.
- (i) This Agreement may be amended or modified from time to time in Our sole and absolute discretion by posting such amendments or modifications to Our Site.
- (j) This Agreement, including all Exhibits and other terms referenced and incorporated herein constitute the sole and entire agreement between You and Us regarding the Services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Services.

EXHIBIT A
BUSINESS ASSOCIATE PROVISIONS

This Exhibit A: Business Associate Provisions (“BAA”) sets forth the terms and conditions under which We in Our capacity as a business associate or a sub-business associate (in either case “Business Associate”) will create, receive, maintain or transmit Protected Health Information as defined below (“PHI”) or Electronic Protected Health Information (“Electronic PHI”) in order to perform the Services or other certain specified services for You in Your capacity as a Covered Entity or business associate of a Covered Entity (in either case, “Covered Entity”) under applicable federal or state law, including but not limited to the regulations promulgated pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulations, as amended from time to time, including by certain provisions of the Health Information Technology for Economic and Clinical Health (“HITECH”) Act referred to individually as the “HIPAA Privacy Regulations”, the “HIPAA Security Regulations”, the “HIPAA Breach Notification Regulations” and, collectively, as the “HIPAA Regulations”.

ARTICLE 1
DEFINITIONS

Capitalized terms used, but not otherwise defined, in this BAA have the meanings set forth below.

- 1.1 “Business Associate” has the same meaning as the term “business associate” at 45 C.F.R. §160.103, and in reference to the party to this BAA, shall mean You and/or Us, as applicable.
- 1.2 “Covered Entity” has generally the same meaning as the term “covered entity” at 45 C.F.R. §160.103, and in reference to the parties to this BAA, shall mean You and/or Us, as applicable.
- 1.3 “Designated Record Set” has the same meaning as the term “designated record set” in 45 CFR §164.501.
- 1.4 “Electronic Protected Health Information” or “Electronic PHI” means PHI transmitted by or maintained in Electronic Media.
- 1.5 “HIPAA Rules” means the Privacy, Security, Breach Notification, Transactions, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.
- 1.6 “HITECH Act” means the Health Information Technology for Economic Clinical Health Act, Title VIII of Division A and Title VI of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA) (Pub.L.111-5).
- 1.7 “Parties” means Us and You. (Us and You, individually, may be referred to as a “Party”.)
- 1.8 “Protected Health Information” or “PHI” has the meaning set forth under HIPAA, but limited to that protected health information that Business Associate creates, receives, maintains or transmits in connection with the Services.
- 1.9 “Organization Access Agreement” means the Organization Access Agreement between Us and You and other separate agreement(s) between the Parties in which either Party performs functions or activities on behalf of the other.
- 1.10 “Services” has the same meaning as the term “Services” in the Organization Access Agreement.
- 1.11 Other definitions: The following terms used in this BAA have the same meaning as those in the HIPAA Rules: Breach, Data Aggregation, Disclosure, Health Care Operations, Individual, Minimum Necessary, Limited Data Set, Notice of Privacy Practices, Required By Law, Secretary, Security

Incident, Standard, Subcontractor, Transaction, Unsecured Protected Health Information, and Use. Other terms have the definitions set forth in this BAA.

ARTICLE 2 CONFIDENTIALITY

2.1 Obligations and Activities of Parties. Business Associate agrees as follows:

- (a) not to use or further disclose PHI other than as permitted or required by this BAA or as Required By Law;
- (b) to establish, maintain, and use appropriate safeguards to prevent use or disclosure of the PHI other than as permitted by this BAA, the Organization Access Agreement, and the HIPAA Rules, and to comply with Subpart C of 45 C.F.R. part 164 with respect to Electronic PHI;
- (c) to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity;
- (d) to report to Covered Entity within a reasonable time any use or disclosure of PHI not provided for by this BAA or Breach of Unsecured PHI of which Business Associate becomes aware. Business Associate will take (i) prompt action to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of such use, disclosure or Breach; and (ii) any further action required of Business Associate by applicable Federal and State laws and regulations. For incidents constituting a Breach, the report will include, to the extent available, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, used or disclosed during a Breach of Unsecured Protected Health Information;
- (e) to report to Covered Entity any Security Incident of which Business Associate becomes aware. Notwithstanding the foregoing, Covered Entity acknowledges that Business Associate routinely experiences Unsuccessful Security Incidents (as defined below) that do not result in a Breach of Unsecured PHI. The Parties agree that this section satisfies any notices necessary by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents for which no additional notice to Covered Entity will be required. For purposes of this BAA, "Unsuccessful Security Incidents" include activity such as pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Electronic PHI;
- (f) to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA;
- (g) in accordance with 45 C.F.R. §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to no less restrictive restrictions and conditions that apply to Business Associate with respect to such information and agree to comply with the HIPAA Security Regulations with respect to Electronic PHI;
- (h) at the request of Covered Entity and in the time and manner reasonably designated by Covered Entity, furnish access to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524, provided that Business Associate will not be required to furnish access to the same

PHI that is maintained in more than one Designated Record Set or at more than one location, as provided in 45 CFR §164.524(c)(1);

- (i) to make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, and in the time and manner reasonably requested by Covered Entity;
- (j) subject to Business Associate's reasonable confidentiality and security practices, to make internal practices, books, and records relating to the use and disclosure of PHI available to Covered Entity or the Secretary, in a time and manner reasonably requested by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule;
- (k) to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- (l) to provide to Covered Entity or an Individual, in a time and manner reasonably requested by Covered Entity, information collected in accordance with Section 2.1(k) above to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528; and
- (m) if and only to the extent Business Associate is to carry out one or more of the Covered Entity's obligation(s) under Subpart E of 45 C.F.R. part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

2.2 Specific Use and Disclosure Provisions.

- (a) Except as otherwise provided in this BAA, Business Associate may use PHI only (i) in accordance with and as permitted by this BAA, (ii) for the proper management and administration of Business Associate; or (iii) to carry out Business Associate's legal responsibilities.
- (b) Except as otherwise provided in this BAA, Business Associate may only disclose PHI for the purposes set forth in (a) above (i) as Required By Law, or (ii) provided that Business Associate has obtained reasonable assurances from the person to whom the information is disclosed that (A) the PHI will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and (B) such person will notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (c) Business Associate may create de-identified information that may be used and disclosed by Business Associate for any purpose, provided that the information is de-identified in accordance with the HIPAA Rules and may only be used and disclosed consistent with applicable law.
- (d) Business Associate may use PHI to provide Data Aggregation services.
- (e) Business Associate may also create and use a Limited Data Set for Health Care Operations, Research and/or public health purposes, provided that Business Associate will:
 - (i) Not use or further disclose the Limited Data Set other than as permitted by this BAA or Required by Law;

- (ii) Use appropriate safeguards to prevent use or disclosure of the Limited Data Set other than as provided for by this BAA;
- (iii) Report to the Covered Entity any use or disclosure of the Limited Data Set not provided for by this BAA;
- (iv) Ensure that any agents to whom it provides the Limited Data Set agree to no less restrictive restrictions and conditions that apply to Business Associate with respect to the Limited Data Set; and
- (v) Not identify the information or contact the Individuals.

2.3 Further Obligations of the Parties:

- (a) Covered Entity will notify Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (b) Covered Entity will notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes or revocation may affect Business Associate's use or disclosure of PHI.
- (c) Covered Entity will notify Business Associate of any restriction to the use or disclosure of PHI that 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.
- (d) Covered Entity will comply with all applicable state and federal privacy and security laws and regulations, including the HIPAA Rules. Covered Entity agrees to ensure that any patient permissions, authorizations or consents that may be required under applicable state or federal law or regulation have been obtained in order to transmit PHI to Business Associate and to enable Business Associate and its Subcontractors to use and disclose PHI as contemplated by this BAA.

2.4 Permissible Requests by Covered Entity. Covered Entity will not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Regulations.

**ARTICLE 3
EXCHANGE OF STANDARD TRANSMISSIONS**

3.1 Obligations of the Parties. Each of the Parties agrees that it will not enter into a trading partner agreement that affects the Transactions Rule's implementation specifications by:

- (a) changing the definition, data condition, or use of a data element or segment;
- (b) adding any data elements or segments to the maximum defined data set;
- (c) using any code or data elements that are either marked "not used" or are not contained in the implementation specifications, and/or;
- (d) changing the meaning or intent of any of the implementation specifications.

3.2 Backup. Covered Entity will maintain adequate back-up files to recreate transmissions in the event that such recreations become necessary.

- 3.3 Incorporation of Modifications to HHS Transaction Standards. Each of the Parties agrees and understands that from time-to-time, The United States Department of Health and Human Services ("HHS") may modify and set compliance dates for the Transactions Rule. Each of the Parties agrees to incorporate by reference into this BAA any such modifications or changes.

ARTICLE 4 MISCELLANEOUS

4.1 Term and Termination.

- (a) Term. This BAA will be effective for so long as the Organization Access Agreement is in effect, unless earlier terminated in accordance with paragraph 4.1(b) of this BAA.
- (b) Termination. Upon a material breach by either Party of its obligations under this BAA, the other Party may terminate this BAA and the Organization Access Agreement. If this BAA is terminated by a Party, the Organization Access Agreement will also be deemed to be terminated.
- (c) Effect of Termination.
 - (i) Except as provided in paragraph 4.1(c)(ii), upon termination of this BAA, for any reason, Business Associate will return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision will apply to PHI that is in the possession of Subcontractors or agents of Business Associate. Business Associate will retain no copies of the PHI.
 - (ii) In the event that Business Associate determines that returning or destroying the PHI is infeasible, with respect to PHI received from Covered Entity, or created, maintained, transmitted, or received by Business Associate on behalf of Covered Entity, Business Associate will:
 - a. Retain only that PHI which Business Associate determines is infeasible to return or destroy;
 - b. Return to Covered Entity or destroy the remaining PHI that Business Associate still maintains in any form;
 - c. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
 - d. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same protections set out in this BAA which applied prior to termination; and
 - e. Return to Covered Entity or destroy the PHI retained by Business Associate when it is feasible to do so.

- 4.2 Regulatory References. A reference in this BAA to a section of the HIPAA Rules means the section as in effect or as amended.

- 4.3 Survival. The respective rights and obligations of the Parties under Sections 4.1(c), this Section 4.3, and Section 4.4 of this Agreement will survive the termination of this Agreement.

- 4.5 No Third Party Beneficiaries. Nothing in this BAA will create any right in any third party as against Covered Entity or Business Associate or be construed for the benefit of any third party.
- 4.6 Interpretation. Any ambiguity in this BAA will be resolved to permit the Parties to comply with the HIPAA Rules. This BAA supersedes any and all prior representations, understandings, or agreements, written or oral, concerning the subject matter herein.
- 4.7 Amendment. The Parties agree that in the event of a change in the HIPAA Rules that affects this BAA, the terms of this BAA will be updated within sixty (60) days of the effective date of the change in the HIPAA Rules requiring the amendment.

STATE OF MINNESOTA JOINT POWERS AGREEMENT WORKSHEET (NOT PART OF THE CONTRACT)

This worksheet contains private information and should not be reproduced or distributed externally without express written permission of the grantee. If you circulate this JPA internally, only offices that require access to the tax identification number and all individuals/offices signing this JPA should have access to this page.

Total Amount of JPA \$ _____	
FinDeptID H55 _____	amount for state fiscal year _____ : \$ _____
	amount for state fiscal year _____ : \$ _____
FinDeptID H55 _____	amount for state fiscal year _____ : \$ _____
	amount for state fiscal year _____ : \$ _____

____ Unspent encumbrances to be certified to meet future obligations in accordance with Minnesota Statutes, section 16A.28

Starts in fiscal year:	Vendor ID:
------------------------	------------

SWIFT# /Encumbrance #: JPK% _____ / 30000 _____

Number/Date/Initials:

Individual signing certifies that funds have been encumbered as required by Minnesota Statutes, section 16A.15.

Related RFP file number (if applicable): [Click here to enter text](#)

GOVERNMENTAL UNIT Name and Address:

Soc. Sec. or Federal Employer I.D. No.:

Minnesota Tax I.D. No. (if applicable):

Minnesota Department of Human Services Joint Powers Agreement

This Joint Powers Agreement, and all amendments and supplements to the agreement (AGREEMENT), is between the State of Minnesota, acting through its Department of Human Services, Office of Inspector General – Licensing Division (DHS) and **COUNTY** (the GOVERNMENTAL UNIT). (This AGREEMENT refers to the DHS and GOVERNMENTAL UNIT each individually as “an AGENCY,” and collectively as “the AGENCIES.”)

The parties have authority to enter into joint powers agreements pursuant to Minnesota Statutes, section 471.59, subdivision 10.

RECITALS

WHEREAS, the GOVERNMENTAL UNIT has been designated by the commissioner to perform licensing functions and activities, pursuant to Minnesota Statutes, section 245A.16, subdivision 1.

WHEREAS, the 2023 Legislature appropriated funding to cover licensing fees for family child care providers for State Fiscal Years 2024 (July 1, 2023 to June 30, 2024) and 2025 (July 1, 2024 to June 30, 2025). Counties will receive \$50 per family child care license to cover the annual licensing fee that may have otherwise been charged to license holders. Counties will receive \$50 (the statutory maximum) even if they do not typically charge family child care providers for a new license.

THEREFORE, the parties agree as follows:

1. AGREEMENT TERM AND SURVIVAL OF TERMS.

1.1. Effective date: This AGREEMENT is effective on **July 1, 2023** or the date that DHS obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

1.2. Expiration date. This AGREEMENT is valid through **December 31, 2025**, or until all obligations set forth in this AGREEMENT have been satisfactorily fulfilled, whichever occurs first.

1.3. Survival of terms. The AGENCIES have a continuing obligation after the expiration of AGREEMENT to comply with the following provisions of AGREEMENT: Indemnification; State Audits; Information Privacy and Security.

2. DUTIES.

2.1 GOVERNMENTAL UNIT's Duties. GOVERNMENTAL UNIT must implement continuous licensing for family child care providers consistent with Minnesota Statutes, section 245A.50, beginning January 1, 2024. As GOVERNMENTAL UNIT implements continuous licensure, GOVERNMENTAL UNIT agrees to not collect an annual license fee from family child care providers from July 1, 2023 through June 30, 2025.

2.2 DHS's Duties:

DHS must: pay Fifty Dollars (\$50.00) per family child care license to cover the annual license fee that may have otherwise been charged to license holders during the time period of July 1, 2023 to June 30, 2025. GOVERNMENTAL UNIT will receive \$50 (the statutory maximum) per family child care license even if GOVERNMENTAL UNIT does not typically charge family child care providers for a new license.

3. CONSIDERATION AND TERMS OF PAYMENT.

3.1 Consideration. DHS will provide consideration as described Clause 2.2 of this AGREEMENT as follows:

3.2 Terms of Payment. GOVERNMENTAL UNIT shall invoice DHS on an annual basis for family child care license fees covered during July 1, 2023 to June 30, 2025 in accordance with the schedule below:

End of Invoice Cycle	Invoice Due to DHS	Approximate DHS Warrant Date
June 30, 2024	October 31, 2024	November 29, 2024
June 30, 2025	August 29, 2025	September 26, 2025

GOVERNMENTAL UNIT may use the template invoice included in this Agreement as Attachment A, or format its own invoice, which must include the following information to be eligible for payment:

- GOVERNMENTAL UNIT name
- Invoice number
- Invoice date
- Invoice due date
- Include reason for invoice as "FCC Continuous License Fee Reimbursement per Interagency Agreement"
- List containing each license number for which GOVERNMENTAL UNIT is claiming reimbursement
- Total number of licenses for which GOVERNMENTAL UNIT is claiming reimbursement
- Total amount due
- Remit address

DHS will pay each invoice timely submitted by GOVERNMENTAL UNIT by the approximate warrant date listed above. If DHS receives GOVERNMENTAL UNIT's invoice after the date listed above for the annual period, DHS will pay the late invoice in the following payment cycle.

Before remitting the total requested by GOVERNMENTAL UNIT through its annual invoice, DHS shall total invoices received from every governmental unit bound by similar interagency agreement and, to the extent total payment due all governmental units does not exceed the DHS encumbrance (DHS Encumbrance) as established by the Legislature, shall pay GOVERNMENTAL UNIT's invoice. In the event

that the total governmental unit invoices would result in an amount that exceeds the DHS Encumbrance, DHS shall reduce payments for all governmental units proportionately and shall pay GOVERNMENTAL UNIT its proportionate share.

3.3. Total Obligation. The total obligation for all compensation and reimbursements to GOVERNMENTAL UNIT under this AGREEMENT will not exceed the DHS encumbrance of Fifty Thousand Dollars (\$50,000).

4. CONDITIONS OF PAYMENT.

GOVERNMENTAL UNIT will perform all services pursuant to this AGREEMENT to DHS's satisfaction, according to the sole discretion of DHS's authorized representative.

5. AUTHORIZED REPRESENTATIVES.

5.1. DHS. DHS' Authorized Representative for the purposes of administration of this AGREEMENT is Patrick Holman or successor. Phone and email: 651-431-6411 and patrick.n.holman@state.mn.us. This representative has final authority for accepting GOVERNMENTAL UNIT's services and will certify its acceptance of the services on each invoice submitted pursuant to Clause 3.2.

5.2. GOVERNMENTAL UNIT. GOVERNMENTAL UNIT's Authorized Representative is **Click here to enter name** or successor. Phone and email: **Click here to enter text** If GOVERNMENTAL UNIT's Authorized Representative changes at any time during this AGREEMENT, GOVERNMENTAL UNIT must immediately notify DHS.

6. STATE AUDITS.

Under Minn. Stat. § 16C.05, subd. 5, the GOVERNMENTAL UNIT's books, records, documents, and accounting procedures and practices relevant to this AGREEMENT are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this AGREEMENT.

7. VENUE

Venue for all legal proceedings out of this AGREEMENT, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

8. INDEMNIFICATION.

In the performance of this AGREEMENT, the Indemnifying Party must indemnify, save, and hold harmless DHS, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by DHS, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

The Indemnifying Party is defined to include the GOVERNMENTAL UNIT, the GOVERNMENTAL UNIT's reseller, any third party that has a business relationship with the GOVERNMENTAL UNIT, or GOVERNMENTAL UNIT's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of DHS's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for DHS's failure to fulfill its obligation under this AGREEMENT.

Nothing within this AGREEMENT, whether express or implied, shall be deemed to create an obligation on the part of DHS to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this AGREEMENT, and to all terms subsequently added, without regard to order of precedence.

9. INFORMATION PRIVACY AND SECURITY.

- a. It is expressly agreed that DHS will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (the "Data Practices Act") as "not public data" on individuals to GOVERNMENTAL UNIT under this AGREEMENT. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. Minn. Stat. § 13.02, subd. 8a.
- b. It is expressly agreed that GOVERNMENTAL UNIT will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103, on behalf of DHS for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, GRANTEE is not a "business associate" of DHS, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this AGREEMENT. Therefore, GOVERNMENTAL UNIT is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this AGREEMENT. If GOVERNMENTAL UNIT has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this AGREEMENT, GOVERNMENTAL UNIT will be responsible for its own compliance.
- c. Notwithstanding paragraph a. and b., in its capacity as GOVERNMENTAL UNIT under this AGREEMENT, GOVERNMENTAL UNIT must comply with the provisions of the Data Practices Act as though it were a governmental entity as defined by the Data Practices Act. GOVERNMENTAL UNIT will be performing functions of a government entity under Minn. Stat. § 13.05, subd. 11, and thus any data created, collected, received, stored, used, maintained or disseminated by GOVERNMENTAL UNIT in performing its duties under this AGREEMENT is subject to the protections of the Data Practices Act. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Data Practices Act, Minn. Stat. Ch. 13, by either GOVERNMENTAL UNIT or DHS.
- d. In its capacity as GOVERNMENTAL UNIT under this AGREEMENT, GOVERNMENTAL UNIT is being made an agent of the "welfare system" as defined in Minn. Stat. § 13.46, subd. 1, and any data collected, created, received, stored, used, maintained or disseminated by GOVERNMENTAL

UNIT in performing its duties under this AGREEMENT is explicitly subject to the protections of Minn. Stat. § 13.46.

- e. If GOVERNMENTAL UNIT receives a request to release data created, collected, received, stored, used, maintained or disseminated by Click here to enter governmental unit abbreviation in performing its duties under this AGREEMENT, GOVERNMENTAL UNIT must immediately notify and consult with DHS's Authorized Representative as to how GOVERNMENTAL UNIT should respond to the request.
- f. Under this AGREEMENT, GOVERNMENTAL UNIT is performing the functions of a government entity including, but not limited to, responding appropriately pursuant to Minn. Stat. §§ 13.03 and 13.04 to requests for data created, collected, received, stored, used, maintained, or disseminated by GOVERNMENTAL UNIT in performing its duties under this AGREEMENT.
- g. GOVERNMENTAL UNIT's obligations while performing the functions of a government entity include, but are not limited to, complying with Minn. Stat. § 13.05, subd. 5 to establish appropriate security safeguards for all records containing data on individuals.
- h. GOVERNMENTAL UNIT must comply with Minn. Stat. § 13.055 to investigate and appropriately report or notify regarding any potential unauthorized acquisition of data created, collected, received, stored, used, maintained, or disseminated by GOVERNMENTAL UNIT in performing its duties under this AGREEMENT.

10. TERMINATION.

10.1 Termination. DHS or the GOVERNMENTAL UNIT may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

10.2 Termination for Insufficient Funding. DHS may immediately terminate this AGREEMENT if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the GOVERNMENTAL UNIT. DHS is not obligated to pay for any services that are provided after notice and effective date of termination. However, the GOVERNMENTAL UNIT will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. DHS will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. DHS must provide the GOVERNMENTAL UNIT notice of the lack of funding within a reasonable time of DHS's receiving that notice.

11. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE.

11.1 Assignment. The GOVERNMENTAL UNIT may neither assign nor transfer any rights or obligations under this AGREEMENT without the prior consent of DHS and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

11.2 Amendments. Any amendment to this AGREEMENT must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

11.3 Waiver. If DHS fails to enforce any provision of this AGREEMENT, that failure does not waive the provision or its right to enforce it.

11.4 Contract Complete. This AGREEMENT contains all negotiations and agreements between DHS and the Contractor. No other understanding regarding this AGREEMENT, whether written or oral, may be used to bind either party.

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(Signature Page Follows)

DRAFT

By signing below, the parties agree to the terms and conditions contained in this CONTRACT.

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION *Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05.*

By: _____

Date: _____

Contract No: _____

2. GOVERNMENTAL UNIT

By: _____

Title: _____

Date: _____

3. DHS

By (with delegated authority): _____

Title: Deputy Inspector General – Licensing Division

Date: _____

4. COMMISSIONER OF ADMINISTRATION

By (with delegated authority): _____

Date: _____

Distribution: (fully executed contract to each)

Contracting and Legal Compliance Division

GOVERNMENTAL UNIT

State Authorized Representative

Agency name (who is billing)

Address 1

Address 2

City, State Zip

Customer No: (Vendor ID number in Swift, H550100001)

Due Date: 30 days

Invoice Date: (When invoice created)

Invoice #: (Specific number to project)

Bill to:

Minnesota Dep of Human Services

Attn: Enterprise Operations & Policy

444 Lafayette Road N

Saint Paul, MN 55155

Amount Due: (total due)

Description: FCC Continuous License Fee Reimbursement

Inter-Agency Agreement # (IAA number – lower left corner of IAA)

Description

FCC Continuous License Fee Reimbursement

(List of FCC Licenses Auto-Renewed July 1, 202__ - June 20, 202__

Attached)

Qty

Amount

Subtotal: _____

Amount Due: _____

Official Grant Amendment No. 2 for Grant No. 212956

Grant Start Date:	<u>July 1, 2022</u>	Original Grant Amount:	<u>\$260,144</u>
Original Grant Expiration Date:	<u>June 30, 2024</u>	Previous Amendment(s) Total:	<u>\$195,108</u>
Current Grant Expiration Date:	<u>June 30, 2026</u>	This Amendment:	<u>\$0</u>
Requested Grant Expiration Date:	<u>N/A</u>	Total Grant Amount:	<u>\$455,252</u>

This amendment ("Amendment") is by and between the State of Minnesota, through its Commissioner of the Minnesota Department of Children, Youth, and Families, Child Safety and Permanency ("STATE") **and Becker County**, located at 712 Minnesota Avenue – Detroit Lakes, MN 56501, an independent contractor, not an employee of the State of Minnesota ("GRANTEE").

Recitals

1. STATE has a grant with GRANTEE (consisting of the Grant Application and Assurances and the Grant Award Notice along with any prior amendments) identified as Grant No. 212956 to implement Family Group Decision Making (FGDM) approaches and services models to enhance family engagement and promote safety, permanency, and well-being of children and families involved in Minnesota's child protection/welfare system. The related grant funding is intended to support FGDM approaches and service models prioritizing outcomes related to: reducing racial disparities and disproportionality in child protection programs; preventing out-of-home care for children at risk of out-of-home placement, and reducing the length of stay for children currently living in out-of-home care. (Original Grant);
2. Pursuant to [Minnesota 2023 Session Laws - Chapter 70](#), article 12, section 14, subdivision 1, the Department of Children, Youth, and Families (DCYF) was established effective July 1, 2024. Chapter 70, article 12, section 30, subdivision 1(c) further specifies that the STATE program that is a party to the Original Grant Contract transferred from the Department of Human Services (DHS) to DCYF on the date specified by the DCYF Commissioner, which was July 31, 2024. Accordingly, the Original Grant Contract transferred from DHS to DCYF effective July 31, 2024. Any references to DHS in the Original Grant Contract, any related documents, and subsequent amendments should be construed as references to DCYF;

3. The Original Grant is being amended because STATE and GRANTEE agree that corrections to the Terms of Acceptance are necessary for the satisfactory completion of the grant;
4. STATE and GRANTEE agree to amend the grant as stated below:

Contract Amendment

In this Amendment, changes to Original Grant (consisting of the Grant Application and Assurances and the Grant Award Notice, along with any prior amendments) language will use ~~strike through~~ for deletions and underlining for insertions.

The parties agree to the following revisions:

REVISION 1: Clause 2 of the Terms of Acceptance, “**PROGRAM REPORTING**,” tables for State Fiscal Year 2025, State Fiscal Year 2026, and Annual Final Report, only, are amended as follows:

State Fiscal Year 2025		
Reporting Period	Narrative progress report	Financial EGMS invoice report
<u>07/01/2024 - 09/30/2024</u> 07/01/2022 - 09/30/2022	11/01/2024	11/01/2024
<u>10/01/2024 - 12/31/2024</u> 10/01/2022 - 12/31/2022	<u>02/07/2025</u> 02/06/2025	<u>02/07/2025</u> 02/06/2025
<u>01/01/2025 - 03/31/2025</u> 01/01/2023 - 03/31/2023	05/02/2025	05/02/2025
<u>04/01/2025 - 06/30/2025</u> 04/01/2023 - 06/30/2023	08/01/2025	08/01/2025

State Fiscal Year 2026		
Reporting Period	Narrative progress report	Financial EGMS invoice report
<u>07/01/2025 - 09/30/2025</u> 07/01/2022 - 09/30/2022	<u>11/07/2025</u> 11/07/2024	<u>11/07/2025</u> 11/01/2024
<u>10/01/2025 - 12/31/2025</u> 10/01/2022 - 12/31/2022	<u>02/06/2026</u> 02/06/2025	<u>02/06/2026</u> 02/06/2025
<u>01/01/2026 - 03/31/2026</u> 01/01/2023 - 03/31/2023	<u>05/01/2026</u> 05/01/2025	<u>05/01/2026</u> 05/01/2025
<u>04/01/2026 - 06/30/2026</u> 04/01/2023 - 06/30/2023	<u>08/07/2026</u> 08/07/2025	<u>08/07/2026</u> 08/07/2025

Annual Final Report	
Reporting Period	Due Date
<u>07/01/2022 -06/30/2023</u> 07/01/2023 – 06/30/2024	08/04/2023
<u>07/01/2024 - 06/30/2024</u> 07/01/2023 – 06/30/2024	08/02/2024
07/01/2024 – 06/30/2025	08/01/2025
<u>07/01/2025 -06/30/2026</u> 07/01/2025 – 06/30/2024	<u>08/07/2026</u> 08/07/2025

EXCEPT AS AMENDED HEREIN, THE TERMS AND CONDITIONS OF THE ORIGINAL GRANT AND ALL PREVIOUS AMENDMENTS REMAIN IN FULL FORCE AND EFFECT AND ARE INCORPORATED INTO THIS AMENDMENT BY REFERENCE.

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Signature page follows

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05.

DocuSigned by:
Laurie Hollman
By: _____
290FAA9788F34D2...
Date: 11/12/2024
Grant No: 212956

2. GRANTEE

Signatory certifies that Grantee's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the Grantee to the terms of this Agreement. Grantee and Signatory agree that the State Agency relies on the Signatory's certification herein.

By: _____
Title: Human Services Director
Date: _____

3. STATE AGENCY

Individual certifies the applicable provisions of Minnesota Statutes, section 16B.97, subdivision 1 and Minnesota Statutes, section 16B.98 are reaffirmed.

By (with delegated authority): _____
Title: _____
Date: _____



This contract is for services provided to Becker County ("Client") by Temp Social Work, Inc. ("TSW")

Rate and Duties

A rate of \$57.00 - \$63.00/hour will be billed to Client on a bi-weekly basis for hours worked. Mileage will be billed at the current Federal Standard Mileage Rate.

TSW shall provide a employee to perform the following duties for assigned residents as part of this contract:

1. Complete all required documentation including case notes that may need to be forwarded to other members of the client's care team.
2. Participate and/or facilitate interdisciplinary care conferences with client and family when necessary.
3. Communicate with client families as needed, with consent, during the course of providing social services.
4. Coordinate and monitor services that may be arranged for client.

Schedule

TSW and Client will agree upon a set schedule. Client is required to give a thirty day notice prior to decreasing hours. If Client dismisses employee before their shift is complete, TSW will bill for the entire shift.

Overtime and Holidays

Overtime is defined as any hours worked exceeding 40 in a week (Saturday - Friday). Any overtime hours worked will be billed at 1.5 times the agreed-upon rate. Any time worked on the following holidays will be billed at 2 times the agreed-upon rate: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. Overtime and holidays will only be worked and billed with prior Client management approval.

Billing and Payment Terms

Payment must be forwarded to TSW within 30 days of billing to the address on the invoice. Unpaid overdue invoices shall accrue interest at the rate of .0005% per day and TSW shall be entitled to recover reasonable attorney fees and costs incurred to collect such unpaid invoices.

Any pre-employment meetings will be provided free of charge. The hourly fee will apply to a brief orientation to the facility, care units, staff, paperwork requirements, etc. on the first day of work.

Permanent Employment of a TSW Temporary Employee

TSW invests heavily in the recruitment and training of its social work team. Maintaining highly trained employees who are available for temporary placements is part of our competitive advantage. TSW is at a competitive disadvantage when its clients use TSW as a recruiting source for permanent employees. Client agrees that nothing in this Agreement restricts, restrains, or prohibits Client from soliciting or hiring a TSW employee, however, if the Client desires to transition a TSW employee providing temporary services for the Client to become a permanent employee of the Client, the Client agrees to the following:

1. The Client will not terminate this contract for services before the TSW employee has completed a minimum of 350 hours of work for the Client, payable to TSW.
2. If the TSW temporary employee is offered an employment or contract position with the Client either during a temporary assignment with the Client or within six (6) months after completing a temporary assignment with the Client, the Client shall pay TSW a temp-to-hire fee equal to 20% of the employee's first-year salary with the Client, or \$6,500, whichever is greater.

Termination

This contract may be terminated by either party upon thirty days prior written notification unless otherwise mutually agreed to by both parties. Termination notice must be given to TSW management, not the onsite employee. If less than a two-week termination notice is given by Client, TSW reserves the right to continue billing the average weekly amount for the remainder of the two weeks.

Confidentiality

The parties agree to keep confidential and not disclose to any third party (without prior written consent), during the term of this Agreement or at any time thereafter, any of the other parties' confidential or proprietary information.

Insurance

TSW will maintain the following types of insurance covering employee:

1. Workers' compensation insurance in compliance with Minnesota law.
2. General Liability insurance in the amount \$2,000,000 per occurrence, \$4,000,000 product liability aggregate, \$4,000,000 general aggregate limits.
3. Professional/medical malpractice insurance in an amount not less than \$2,000,000 for each incident and \$3,000,000 for all occurrences.

Independent Contractors

The relationship under this Agreement is that of independent contractor, and the parties shall not be deemed agents, joint venturers, partners, franchisees or employees of the other for any purpose, and shall have no actual or apparent authority to act on behalf of the other party. Each party shall be exclusively responsible for their own employees, and all state/federal/local taxes, withholdings, social security, insurance and pertinent employment reporting.

Indemnification and Liability

The parties shall indemnify and defend (including reasonable attorney fees and costs) the other from any and all losses, damage, liability or claims which a damaged party may incur as a result of any act or omission by the other party or its employees/agents in violation or breach of this Agreement, or from the negligence or misconduct of a party, their employees, agents or contractors. In no event shall TSW's liability to Client exceed the amount paid to TSW under this Agreement.

Severability

Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law and to carry out each provision to the greatest extent possible, but if any provision of this Agreement is held to be void, voidable, invalid, illegal, or for any other reason unenforceable, the validity, legality, and enforceability of the remaining provisions of this Agreement will not be affected or impaired, and will be interpreted so as to effect, as closely as possible, the intent of the parties. Additionally, in place of any illegal, invalid, or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Miscellaneous

This Agreement constitutes the entire agreement between the parties and may not be amended or waived unless in writing executed by both parties. This Agreement shall be subject to the laws of the State of Minnesota, with any dispute venued or heard in the State of Minnesota. Neither party may transfer or assign their rights under this Agreement without the prior written consent of the other party. This Agreement may be executed in counterparts, all of which together shall be deemed one final and binding agreement.

WITH THE INTENTION OF BEING BOUND HEREBY, an authorized representative of the party has executed this Agreement as of the date set forth below.

TEMP SOCIAL WORK, INC.

Dated: 10/01/2024 _____


By: _____
Julie Reedy, President

CLIENT

Dated: _____

By: _____

Its: _____



Minnesota Department of Public Safety (“State”) Emergency Communication Networks Division 445 Minnesota Street, Suite 1725 St. Paul, MN 55101	Grant Program: 2024-2026 Allied Radio Matrix for Emergency Response (ARMER) Equipment Grant Program Grant Contract Agreement No.: A-DECN-ARMER-2024-BECKERCO-004
Grantee: County of Becker 915 Lake Ave Detroit Lakes, MN 56501-3403	Grant Contract Agreement Term: Effective Date: 11/1/2024 Expiration Date: 6/30/2026
Grantee’s Authorized Representative: Shane Richard, Chief Deputy Becker County Sheriff’s Office 925 Lake Ave Detroit Lakes, MN 56501 Phone: 218-847-2661 Email: shane.richard@co.becker.mn.us	Grant Contract Agreement Amount: Original Agreement \$ 50,000.00 Matching Requirement \$ 2,631.58
State’s Authorized Representative: Assistant Commissioner John Cunningham Minnesota Department of Public Safety 445 Minnesota Street, Suite 1000 St. Paul, MN 55101 Phone: 651-201-7161 Email: John.Cunningham@state.mn.us	Federal Funding: None FAIN: N/A State Funding: 2023 Minnesota Session Laws, Ch. 52, Art. 2, Sec. 3, Subd. 9(e) Special Conditions Attached and incorporated into this grant contract agreement. See page 3.

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Term: Per Minn. Stat. § 16B.98, Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per Minn. Stat. § 16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee, will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved 2024-2026 Allied Radio Matrix for Emergency Response (ARMER) Equipment Grant Program Application [“Application”] which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 1725, St. Paul, MN 55101. The Grantee shall also comply with all requirements referenced in the 2024-2026 ARMER Equipment Grant Program Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.



Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.

Signed: _____

Date: _____

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

Grant Contract Agreement No./ P.O. No.: A-DECN-ARMER-2024-BECKERCO-004 / PO# 3000099381

Project No.(indicate N/A if not applicable): N/A

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative

Organization: Becker County

A-DECN-ARMER-2024-BECKERCO-004

Budget Summary (Report)

Budget				
Budget Category	Award	Match		
Equipment				
Land Mobile Radios (LMR) equipment	\$50,000.00	\$2,631.58		
Total	\$50,000.00	\$2,631.58		
Total	\$50,000.00	\$2,631.58		
Allocation	\$50,000.00	\$2,631.58		
Balance	\$0.00	\$0.00		

Capital Improvement Expenditure Request Form



Date Requested: 11/13/2024

Department: Land Use/Environmental Services

Department Head: Steve Skoog

EXPLANATION OF THE REQUEST

Purpose/Need: Clear land at the Solid Waste Campus to stockpile waste concrete and recyclable asphalt shingles. This will include removing trees, stumps, large rocks, and topsoil on approximately 1.7 acres of land. The cleared land will be leveled and capped with stockpiled crushed concrete that is on site.

The following quotes were submitted by local excavating companies:

1. Boit Excavating \$22,000 (County to remove chain-link fence.)
2. Keith Drewes Excavating LLC \$36,000.
3. Westlund Excavating \$39,660
4. Racer Construction, Inc. \$33,671

REQUEST AMOUNT: County Board approval awarding the low quote to Boit Excavating for the amount of \$22,000 plus \$5,000 (to mitigate unknown conditions) for a total of \$27,000.

Savings Achieved (Dollar Amount/Time/ Efficiency): The additional space will allow the County to stockpile larger amounts of waste concrete and old shingles before crushing/grinding them. This will lower future processing costs.

Are There Sufficient Funds in Your Budget?

Yes ☒ No ☐

Is this included in your department's 5-Year Capital Improvement Plan?

Yes ☐ No ☒

Please explain further, if necessary: This is a planned site maintenance cost that has been approved by the MPCA.

Action Taken *(If different than request):* Click or tap here to enter text.

Date Request Completed: 11/13/2024

* This form must be completed and sent to the County Administrator for any request of Capital Improvement Purchase.

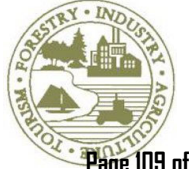


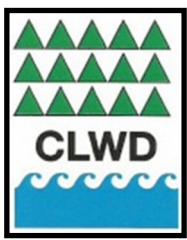
These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

1:4,208		Date: 11/13/2024
This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.		

1.7 Acres land clearing at Solid Waste Campus

Becker County





Cormorant Lakes Watershed District
10929 County Highway 5
Pelican Rapids, MN 56572-9324
www.clwd.org email: admin@clwd.org

Managers:

Ellis Peterson
218.532.2104

Jeff Moritz
218.439.6044

Mike Foley
701.388.1846

Tony Nistler
701.212.7058

Sam Blattenbauer
701.361.4173

November 8, 2024

Becker County Administrator
915 Lake Avenue
Detroit Lakes, MN 56501

The term for Cormorant Lakes Watershed District (CLWD) managers Jeff Moritz and Sam Blattenbauer expires December 31, 2024. Accordingly the watershed is requesting the Commissioners to publish appropriate notice of the need to fill the position, a 3-year term, and to select a candidate. Both Jeff and Sam have expressed an interest in continuing in the capacity of Manager for the next term.

Administrator:

Liz Larson
218.234.6865

In other background information, the term expirations for the other manager positions are as follows:

Ellis Peterson	December 31, 2025
Mike Foley	December 31, 2026
Tony Nistler	December 31, 2026

We are requesting to receive official written notice of the appointments after selection. These are important for the Managers and for our records. I also want to clarify that after an appointment is made by the Becker County Commissioners, the normal procedure is to send written notice of the confirmation to both the appointee and CLWD Administrator.

If you have any questions or need other information, please let me know.

Sincerely,
Liz Larson, CLWD Administrator

CC:Barry Nelson, Becker County Commissioner

Equitable Cost-Sharing for Publicly-Owned Nursing Facilities (ECPN)
January 1, 2025 through December 31, 2025

Estimated Revenue Calculation

03001

SUNNYSIDE CARE CENTER

Reported Resident Days for 10/01/2023 - 9/30/2024	MA/PP Days	ECPN Rate per Day	Estimated January - December 2025 Revenue	Non-Federal Share of MA Revenue	Monthly Payment by Owner to DHS January to December 2025
Medical Assistance	7,462	7.00	\$52,234.00 MA	\$26,117.00	\$2,176.42
Private Pay	2,171	7.00	\$15,197.00 Private Pay		
			<u>\$67,431.00</u>		

You may change the resident days in Cells D11 and D13 to reflect a more recent 12 month period

You may also change the ECPN rate per day in Cells E11 and E13 to an amount less than the maximum.

Application for Equitable Cost-Sharing for Publicly-Owned Nursing Facilities (ECPN)
Minnesota Statutes, 256R.48 - January 1, 2025 through December 31, 2025

1) Facility

Legal Name	DBA for Facility (if applicable)	NPI Number
Becker County Nursing Home	Sunnyside Care Center	1831126374

Address

16561 US HWY 10 Lake Park MN 56554

Administrator of facility

Name	Email Address	Phone
Ashley McNally	ashley.mcnally@sunnysidecarecenter.com	(218) 238-6366

Other facility contact

Name	Email Address	Phone
N/A		

Physical plant owner(s) and percentage ownership

Legal Name & Percentage of Ownership	Email Address
Becker County Board of Commissioners 100%	Carrie Smith

Address

915 Lake Avenue Detroit Lakes MN 56501

Legal Name & Percentage of Ownership	Email Address
N/A %	

Address

Physical plant owner contact(s)

Name	Title	Email Address
Carrie Smith	County Administrator	carrie.smith@co.becker.mn.us

Address (if different from above)

Address (if different from above)	Phone
915 Lake Avenue Detroit Lakes MN 56501	(218) 846-7311

Name	Title	Email Address
N/A		

Address (if different from above)	Phone

2) License holder

☒ Facility

☐ Physical plant owner

License holder contact (if different from above)

Name

Title

Email Address

Address

Phone

3) Election for requested rate increase

Facility requests an increase to the payment rate of \$ 7.00, not to exceed **\$15.21** per resident day.

4) **IMPORTANT** – Person and address where ECPN invoices should be mailed. Please notify David Hill at the email below if this changes.

Entity Name

Contact Person (Name)

Becker County

Mary Hendrickson

Title

Email Address

Auditor-Treasurer

mary.hendrickson@co.becker.mn.us

Physical Address

Phone

915 Lake Avenue Detroit Lakes MN 56501

(218) 846-7311

5) Terms and conditions

The undersigned understands and agrees that:

- Participation is through December 31, 2025 unless terminated by either party.
- Application to participate in this program is voluntary and may be terminated with thirty days written notice.
- Commissioner may reduce payment rates under the ECPN program and may terminate the program at any time at the sole discretion of the commissioner.
- The new or increased contributions for the non-federal share of the Medicaid payments are certified to be voluntary and the State is in no way requiring provision of the funding.
- The full benefit of participation in the ECPN program must stay with the nursing facility. The owner agrees to not take any of the benefit away from the facility. **The nursing facility agrees that facility resources will not be used to pay the non-federal share of Medicaid payments to the local government entity or to the State. The owner agrees to not use facility resources to pay the non-federal share of Medicaid payments.**

2) License holder

☒ Facility

☐ Physical plant owner

License holder contact (if different from above)

Name

Title

Email Address

Address

Phone

3) Election for requested rate increase

Facility requests an increase to the payment rate of \$ 7.00, not to exceed **\$15.21** per resident day.

4) **IMPORTANT** – Person and address where ECPN invoices should be mailed. Please notify David Hill at the email below if this changes.

Entity Name

Becker County

Contact Person (Name)

Mary Hendrickson

Title

Auditor-Treasurer

Email Address

mary.hendrickson@co.becker.mn.us

Physical Address

915 Lake Avenue Detroit Lakes MN 56501

Phone

(218) 846-7311

5) Terms and conditions

The undersigned understands and agrees that:

- Participation is through December 31, 2025 unless terminated by either party.
- Application to participate in this program is voluntary and may be terminated with thirty days written notice.
- Commissioner may reduce payment rates under the ECPN program and may terminate the program at any time at the sole discretion of the commissioner.
- The new or increased contributions for the non-federal share of the Medicaid payments are certified to be voluntary and the State is in no way requiring provision of the funding.
- The full benefit of participation in the ECPN program must stay with the nursing facility. The owner agrees to not take any of the benefit away from the facility. **The nursing facility agrees that facility resources will not be used to pay the non-federal share of Medicaid payments to the local government entity or to the State. The owner agrees to not use facility resources to pay the non-federal share of Medicaid payments.**

- The intergovernmental transfer for the increased contribution for the non-federal share of Medicaid payments must be received prior to the payment of the alternate rate.
- During the effective period of this application, owner may reduce participation level one time during the rate year, with at least 30 days written notice before the first day of any month. *If ECPN rates are increased the facility is responsible to notify the private pay residents at least thirty days before the rate change.*
- To continue participation in the ECPN program, the local government entity must either be the facility license holder or owner of the physical plant. Participation in the program will be terminated effective on the first day of the month following a change in status if the local entity is no longer either the facility license holder or owner of the physical plant. On the date of termination, payment rates will be adjusted to the level they would have been if the local government entity had not participated.
- If the amount of owner's obligation changes during participation due to census changes owner shall notify DHS. DHS will adjust amount of agreed upon contribution accordingly.

I certify that the information contained herein is true and accurate to the best of my knowledge, that I accept the Terms and Conditions stated in part 5 of this application and that I am authorized to submit this application on behalf of the owner.

By signing this, Local Governmental Entity agrees that the Nursing Facility will not reimburse to the Local Governmental Entity the non-federal portion of Medicaid Payments

Signature of Local Governmental Entity Representative

Date

Printed Name

Carrie Smith

Title

County Administrator

By signing this, Nursing Facility agrees that the Nursing Facility will not reimburse to the Local Governmental Entity the non-federal portion of Medicaid Payments

Signature of Nursing Facility Administrator

Date

Printed Name

Ashley McNally, LNHA

Title

Executive Director

Return completed form by email to:

dhs.nfrp.costreport@state.mn.us

Additional Information provided at the Board Meeting

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 11-24-2C

Crow Wing River Comprehensive Watershed Management Plan

WHEREAS the Crow Wing River Comprehensive Watershed Management Plan (CWMP) includes a boundary map; and

WHEREAS the Crow Wing River CWMP identifies the areas within the County where water, groundwater, natural resources, and other related water quality issues and concerns; and

WHEREAS the Crow Wing River CWMP identifies high-priority erosion, sedimentation, water quality issues, priority areas and implementation actions in accordance with Board of Water and Soil Resources (BWSR) policy; and

WHEREAS the Crow Wing River CWMP replaces the Becker County Comprehensive Local Water Plan for Becker County purposes for the area of the county identified within the Plan; and

WHEREAS the Becker County supports sending the Crow Wing River CWMP final draft plan to the BWSR for review; and

WHEREAS BWSR will review and approve the Crow Wing River CWMP according to Minnesota Statutes §103B.101, Subdivision 14.

NOW THEREFORE, BE IT RESOLVED the Board of County Commissioners of Becker County adopts the Crow Wing River CWMP as its Comprehensive Local Water Management Plan within the Crow Wing River Watershed from 2025 to 2035 upon approval from the BWSR.

Duly adopted this 19th day of November, 2024, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith
Carrie Smith
County Administrator

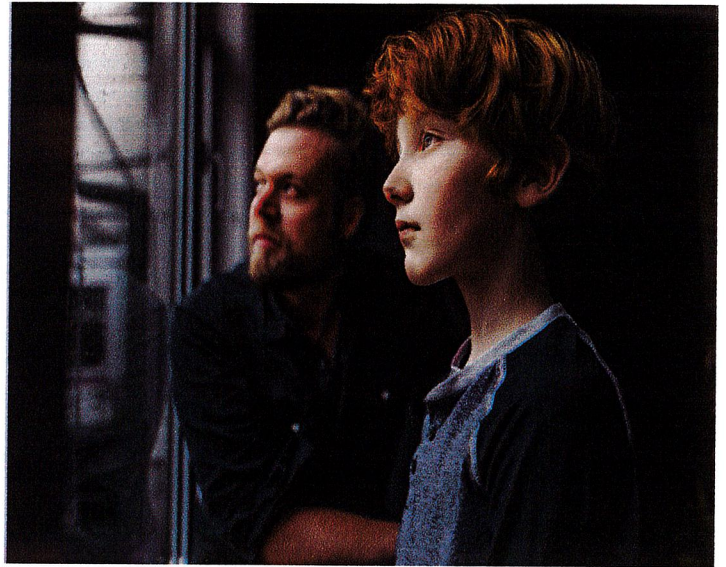
/s/ John Okeson
John Okeson
Board Chair

State of Minnesota)
) ss
County of Becker)

I, the undersigned being the duly appointed and qualified County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held November 19, 2024, as recorded in the record of proceedings.

Carrie Smith
County Administrator

Prioritize Protecting MN Kids



Join us to Protect MN Kids!
Cyber tips to the BCA have reached
unthinkable rates, in 2023 there were 9000
actionable tips reported. [https://www.kaaltv.com/news/rpd-joins-
internet-crimes-against-children-task-force/](https://www.kaaltv.com/news/rpd-joins-internet-crimes-against-children-task-force/)

Please review and support HF432 Legislation from the 2023-2024
session.

Kelly Thelen: janssenk76@gmail.com or 612-619-5453