

PURCHASE OF SERVICE CONTRACT

United Community Action Partnership, Inc.
PO Box 1359, 200 4th Street SW, Willmar, Minnesota 56201,
hereafter referred to as the "Contractor", and

Kandiyohi County Health and Human Services
2200 23rd Street NE, Suite 1020, Willmar, MN 56201,
hereafter referred to as the "County", enter into this
contract for the period from February 1, 2020 through December 31, 2020.

WITNESSETH

WHEREAS, the Contractor is a 501(C)(3) non-profit corporation organized under the laws of Minnesota;

WHEREAS, the Contractor seeks the services of the County as described in this Agreement solely for the purpose of obtaining and maintaining its Child Care Center license from the Minnesota Department of Human Services and not for any other purpose,

WHEREAS, the Contractor acknowledges that all health consultation and training sessions provided by the County as described in this Agreement are done within the scope of the licensing consultation and directly relate to applying for and maintaining a Center provider license.

NOW, THEREFORE, in consideration of the mutual understanding and agreements set forth, the Contractor and County agree as follows:

1. PURCHASE OF SERVICES

PUBLIC HEALTH CONSULTATION SERVICES PROVIDED TO CONTRACTOR

A. Annual visits to include:

1. Review the health, safety and sanitation policies of the Child Care Center to assure compliance as defined in the "Minnesota Department of Human Services Policies, Procedures and Program Record Requirements for Child Care Centers", specifically Minnesota Rules, part 9503.0140, subparts 1 and 2.
2. Make recommendations to change, add or delete policies and/or procedures as needed to meet the requirements of Minnesota Rules, part 9503.0140, subparts 1 and 2.
3. On-site assessment of the Child Care Center for health hazards and recommending actions for alleviating said hazards.
4. Review the process for response to communicable disease outbreaks and reporting.
5. Provide specific recommendations for the care of special needs children.
6. Review mandatory reporting laws regarding child abuse or neglect.
7. Assure that immunization records of all children are in compliance with Minnesota Statutes.

B. Monthly consultation visits:

1. Confer with Child Care Center program director about immunization records of newly admitted children to assure compliance with Minnesota Statutes.
2. Review the first aid and safety policies and procedures specified in Minnesota Rules 9503.0140, Subpart 16.

3. Review the diapering procedures and practices specified in Minnesota Rules 9503.0140, Subpart 12.
4. Review the sanitation procedures and practices for food for infants, as specified in Minnesota Rules 9503.0145, Subpart 3.
5. Review the sanitation procedures and practices for food not prepared by or provided by the license holder, as specified in Minnesota Rules 9503.0145, Subpart 3.
6. Consultation regarding health and safety issues, communicable diseases, child growth and development, and community resources as needed.
7. Review of illness and injury logs and make recommendations accordingly.

C. Training

1. Provide as requested by the Child Care Center program director for specific health issues.
2. Training sessions are held at the Child Care Center facility and are in addition to annual or monthly consultation.

D. Documentation

1. A copy of the health consultant's findings will be maintained in the Child Care Center's administrative record.

OBLIGATIONS OF THE DAY CARE CENTER

- A. The Contractor agrees to cooperate with the guidance procedures of the Minnesota Department of Human Services established pursuant to Minnesota Statutes.
- B. The Contractor will provide for and assure compliance with staff training requirements of the Minnesota Department of Human Services established pursuant to Minnesota Statutes.

2. Method of Payment

- A. Contractor agrees to pay the County \$55.00 per hour for services provided as stated in Section 1. Purchase of Services and travel time (no mileage).
- B. County will submit invoice quarterly to the Contractor.
- C. The Contractor shall make payment within thirty (30) days of the date of the invoice.
- D. Failure to comply with the terms of the agreement shall be just cause contract termination.

3. Data Privacy – Safeguard of Child Information

The Contractor, its officers, agents, owners, partners, employees, volunteers and subcontractors shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (MGDPA); the Health Insurance Portability and Accountability Act (HIPAA) and implementing regulations, if applicable; and Title 42, part 2, of the Code of Federal Regulations and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, except upon written consent of such child, the child's parent or guardian, or the child's attorney, in connection with these laws and regulations.

If the Contractor creates, collects, receives, stores, uses, maintains or disseminates data because it performs functions of the County pursuant to this Agreement, then the Contractor must comply with the requirements of the MGDPA, HIPAA, or other laws and regulations as if it were a government entity, and may be held liable under these Acts and statutes for noncompliance. The Contractor agrees to defend, indemnify and hold harmless Kandiyohi County, its officials, officers, agents, employees, and volunteers from any claims resulting from the Contractor's officers, agents, owners, partners, employees, volunteers, assignees or subcontractors unlawful disclosure and/or use of such protected data, or other noncompliance with the requirements of this section.

The Contractor agrees to promptly notify the County if it becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA, HIPAA or other regulations. The terms of this section shall survive the cancellation or termination of this Agreement. The Contractor shall retain the children's health records and shall retain sole responsibility for maintaining those records according to Minnesota and Federal Law.

4. Indemnity and Insurance:

A. Indemnity: The Center does hereby agree that it will indemnify, hold harmless, and defend the County, its commissioners, officers, agents, employees, and volunteer workers against claims, losses, expenses, damages or lawsuits for damages any and all of which such parties or individuals may hereafter sustain, incur, or be required to pay;

1. By reason of any person suffering personal injury, death or property loss or damage either while participating in or receiving from Center the care and services to be furnished by the County under this Agreement, or while on premises owned, leased or operated by Center, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered or otherwise contracted for by the Center or any officer, agent, or employee thereof; or
2. By reason of any person employed or allegedly employed by the Center, for any claim or cause of action in equity or for damages arising out of the employment or alleged employment, or discrimination; or
3. By reason of any intentional or negligent act or omission of the Center, its agents, officers, or employees in the performance of purchased services.
4. The Center shall not be responsible for the act or omission of any providers who are not under its direction and control.

B. Insurance: The Contractor further agrees, in order to protect itself as well as Kandiyohi County and its Departments under the indemnity contract provision set forth above, it will at all times during the term of the Contract, and beyond such term when so required, have and keep in force a general liability insurance policy.

5. Modification of the Contract

Any material alterations, variations, modifications, or waivers of provision of this Contract shall only be valid when they have been reduced to writing as an amendment to this Contract signed by the parties hereto.

6. Cancellation and Finalization

A. This Contract or a portion thereof may be canceled by either party at any time, with or without cause, upon thirty (30) days' written notice, delivered by certified mail or in person. In the event contractor fails to keep in effect at all times the specified insurance coverage, the County may, in addition to any other remedies it may have, terminate the contract upon the occurrence of such event.

- B.** After receipt of a notice of cancellation, and expect as otherwise directed, the County shall:
1. Discontinue provision of Purchased Services under this Contract on the date, and to the extent specified, in the notice of cancellation.
 2. Complete performance of such Purchased services as shall not have been canceled by the notice of cancellation.
 3. Maintain all records relating to performance of the canceled portion of the Contract as may be required by the Contractor.

7. Entire Contract

It is understood and agreed upon that the entire contract of the parties is contained herein and this contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any alterations to this document will render the contract null and void. Subsequent alterations, amendments, deletions, or waivers of the provisions of this contract shall be valid only when expressed in writing and duly signed by the authorized representatives of the parties.

The Purchase of Service Contract between United Community Action Partnership, Inc. and Kandiyohi County Health and Human Services into this contract for the period from February 1, 2020 through December 31, 2020.

The person(s) executing this contract on behalf of the Contractor is its Executive Director, Deb Brandt, and does so on behalf of the Contractor, and represents that the person(s) executing the contract does so with the full legal authority of the Contractor. The County has designated Jennifer Lippert, Director, Kandiyohi County Health and Human Services, as the person at Kandiyohi County to administer this contract.

**COUNTY OF KANDIYOHI
STATE OF MINNESOTA**

United Action Community Partnership, Inc.

BY: Harlan Madsen, Chair
Kandiyohi County Board of Commissioners

BY: Deb Brandt
Executive Director

DATED: _____

DATED: _____

BY: Jennifer Lippert, Director
Kandiyohi County Health and Human Services

DATED: _____

APPROVED AS TO EXECUTION AND FORM:

BY: Shane D. Baker
Kandiyohi County Attorney

DATED: _____