



REQUEST FOR PROPOSAL

Guardianship and Conservatorship Services

Release Date

August 28, 2018

Proposal Due Date

4:30 p.m., October 19, 2018

**Rice County Social Services
ATTN: Mark Shaw
320 3rd Street NW
Faribault, MN 55021**

1. Introduction/Overview

The purpose of this Request for Proposals (RFP) is to solicit proposals from responsible vendors (also referred to herein as “PROPOSER” or “PROVIDER”) qualified to provide guardianship and conservatorship services to eligible indigent clients in accordance with Minnesota Statutes 524.5-313 and 524.5-417, who are court ordered to have a public guardian or conservator. It is anticipated that any contracts resulting from this RFP would commence on December 1, 2018, and continue through December 31, 2019, with an option to extend the contract for an additional two-year period.

2. Overview Of Procedural Time Line (County reserves the right to change the following dates)

<u>Event</u>	<u>Date</u>
RFP Issued	August 28, 2018
Deadline for Submitting a Question	September 28, 2018
Proposal Due Date	October 19, 2018
Completion of Proposal Evaluations	October 26, 2018
Finalist Notified	October 31, 2018
Completion of Contracts	November 13, 2018
Service Commences per Contract	December 1, 2018

3. Instructions to PROPOSERS

3.1 General Rules

This Request for Proposals ("RFP") is an invitation for PROPOSERS to submit a proposal to the County. It is not to be construed as an official and customary request for bids, but as a means by which the County can facilitate the acquisition of information related to the purchase of services. Any proposal submitted as provided herein constitutes a suggestion to negotiate and NOT A BID.

3.2 Proposal Submission

Proposals shall be submitted no later than 4:30 p.m. on October 19, 2018, in a sealed envelope and marked “Guardianship/Conservatorship RFP Response” The envelope must also be marked with the PROPOSER’s name and contact information, and clearly addressed and marked as described. The proposals should be delivered to:

Mark Shaw, Director
Rice County Social Services
320 3rd Street NW
Faribault, MN 55021

The County will date-stamp and number each proposal, acknowledging receipt of each

addendum included, if any were issued. Proposals will be treated as confidential during the RFP process in accordance with MN Statutes 13.591, Subdivision 3 (b), Data Practices Act.

Three (3) paper copies and one (1) electronic copy of the proposal and all forms on a USB “jump drive” (or suitable alternative electronic format) must be placed inside of the sealed envelope. The proposal file must be formatted in Microsoft Word.

Failure to submit a proposal on time may be grounds for rejection of the proposal; however, the County reserves the right, in its sole and absolute discretion, to accept proposals after the time and date specified. The County is not responsible for delays caused by the U.S. Postal Service or any other carrier or delivery service.

Trade secret data that a PROPOSER wishes to protect during and after the evaluation process must meet the definition and classification in Minn. Stat. § 13.37. PROPOSERS must invoke the protections of this section prior to or upon submission of the data, and identify the data and state the reasons why protection is sought.

PROPOSERS must submit proposals that are complete, thorough, and accurate. Brochures and other similar material may be attached to the proposal, but may not serve as a substitute for the Proposal Content. Such attachments will not be used in determining the extent to which the proposal is responsive or complete.

3.3 Inquiries and Communication Restrictions

PROPOSERS may not have communications, verbal or otherwise, concerning this RFP with any personnel or boards from Rice County or relevant consultant(s), other than the persons listed in this section. This restriction may be suspended or removed by the authority and direction of the persons listed above. If any PROPOSER attempts or completes any unauthorized communication, Rice County may, in its sole and absolute discretion, reject the PROPOSER’s proposal.

Questions, requests for clarification, notices of discrepancies or omissions in the RFP or its attachment, or requests for information about this RFP or the process may be submitted by email to the designated RFP Administrator by 10:00 a.m., September 28, 2018 at:

Mark Shaw, Social Services Director
E-mail: mshaw@co.rice.mn.us

The person submitting the request is responsible for its on-time delivery. Any question asked, the County’s responses to all questions and requests for more information will be summarized in writing and forwarded to all known potential PROPOSERS by mail or electronically by 10:00 a.m., October 2, 2018.

3.4 Revisions to RFP/Addenda

The County reserves the right to modify the RFP at any time prior to the proposal due date. If the RFP is modified, addenda to the RFP will be provided to all PROPOSERS known to have received a copy of the RFP. It is the responsibility of each prospective PROPOSER to assure receipt of all addenda.

The County will modify the RFP only by formal written addenda. PROPOSER's proposal should be based on the specifications herein and any formal written addenda from the County, not oral or other interpretations or clarifications, including those occurring at pre-Proposal meetings, site visits, etc.

3.5 County's Right to Withdraw, Cancel, Suspend and/or Modify RFP

The County reserves the right to withdraw, cancel, suspend, and/or modify this RFP for any reason and at any time with no liability to any prospective PROPOSER for any costs or expenses incurred in connection with the RFP or otherwise.

3.6 PROPOSER's Right to Withdraw or Modify Proposal

A proposal may be withdrawn on written request of the PROPOSER prior to the proposal due date. Prior to the proposal due date, changes may be made, provided the change is submitted in writing and signed by an officer or authorized representative of the PROPOSER. No modification, unless in writing, will be accepted.

3.7 Proposals Will Not Be Returned

Upon submission, proposals will not be returned.

3.8 Public Disclosure of Proposal Documents

Under Minnesota law, proposals are private and nonpublic until the proposals are opened on the proposal due date. Once the proposals are opened, the name of the PROPOSER becomes public. All other data in the proposal is private or nonpublic data until completion of the evaluation process. The evaluation process is completed when the County enters into a contract with a PROPOSER. At that time, all remaining data submitted by all PROPOSERS is public with the exception of data exempted under Minn. Stat. Section 13.37 of the Minnesota Government Data Practices Act.

If the PROPOSER believes non-public data is included in its proposal, PROPOSER shall clearly identify the data and cite the Minnesota Government Data Practices Act exemption(s).

However, the PROPOSER agrees, as a condition of submitting a proposal, the County will not be liable or accountable for any loss or damage which may result from a breach of confidentiality, as may be related to the proposal. Pricing, fees, and costs are public data.

The PROPOSER agrees to indemnify and hold the County, its officials, agents, and

employees harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce this provision.

3.9 PROPOSER's Costs

The County shall not be responsible for any costs incurred by PROPOSER in connection with this RFP. PROPOSER shall bear all costs associated with proposal preparation, submission, and attendance at presentation interviews, or any other activity associated with this RFP or otherwise.

3.10 Collusion

If the County determines that collusion has occurred among PROPOSERS, none of the Proposals of the participants in such collusion shall be considered. The County's determination shall be final.

3.11 Conflict of Interest

The PROPOSER affirms that, to the best of its knowledge, its proposal does not present a conflict of interest with any party or entity, which may be affected by the terms of a contract resulting from this RFP. The PROPOSER agrees that, should any conflict or potential conflict of interest become known, it will immediately notify the County of the conflict or potential conflict, and will advise the County whether it will or will not resign from the other engagement or representation. Further, the County may make reasonable efforts to avoid, mitigate, or neutralize an organizational conflict of interest by a PROPOSER in all competitive procurements. To avoid an organizational conflict of interest by a PROPOSER, the County may utilize methods including disqualifying a PROPOSER from eligibility for a contract award or canceling the contract if the conflict is discovered after a contract has been issued. To mitigate or neutralize an organizational conflict of interest by a PROPOSER, the County may use methods such as revising the scope of work to be conducted, allowing PROPOSERS to propose the exclusion of task areas that create a conflict, or providing information to all PROPOSERS to assure that all facts are known to all PROPOSERS. The County may, at its sole and absolute discretion, waive any conflict of interest.

The County reserves the right to withdraw, cancel, suspend, and/or modify this RFP for any reason and at any time with no liability to any prospective PROPOSER for any costs or expenses incurred in connection with the RFP or otherwise.

3.12 More than one selection

More than one PROPOSER may be selected and contracted with to provide services sought pursuant to this RFP. Any PROPOSER selected as a result of this process is not guaranteed an exclusive role with Rice County in the provision of Guardianship/Conservatorship services in the County. In addition, the County reserves the right to contract with additional PROPOSERS during this contract period, contingent on the need to develop additional

services, retaining the authority to expand services based on client and capacity need.

If selected to contract, PROPOSERS or other service PROVIDERS are not assured a minimum number of referrals and/or clients by the County.

4. Contract Development

Rice County reserves the right to negotiate further with one or more PROPOSER. The content of the RFP and the successful PROPOSER's proposal will become an integral part of the contract, but may be modified by the provisions of the contract. By submission of proposals pursuant to this RFP, PROPOSERS acknowledge that they are amenable to the inclusion in a contract any information provided either in response to this RFP or subsequently during the selection process.

The successful PROPOSER agrees to obtain and maintain during the term of the contract resulting from this RFP the insurance coverage as required within this RFP and attachments.

Proof of such insurance will be shown in successful PROPOSER's certificate of insurance.

The contracts resulting from this RFP will be subject to the terms and conditions as provided in the sample Agreement form, Exhibit A. In your proposal, you must acknowledge your agreement with these terms and conditions. The contract will not be intended for use as a host county contract.

5. Evaluation and Selection

5.1 Proposal Evaluation and Recommendation for Selection

The RFP does not commit the County to award a contract. Submission of a proposal as provided herein shall neither obligate nor entitle a PROPOSER to enter into a contract with the County. The County, reserves the following rights, to be exercised in the County's sole and absolute discretion: 1) to determine whether any aspect of a proposal satisfactorily meets the criteria established in this RFP; 2) to seek clarification or additional information from any PROPOSER(s); 3) to negotiate, sequentially or simultaneously, pricing and/or terms with any PROPOSER(s) or contractor(s) that did not submit a proposal; 4) to reject any or all proposals with or without cause; 5) to waive any irregularities or informalities in a proposal; 6) to cancel and/or amend by addenda this RFP, in part or entirely; and 6) to award multiple contracts to PROPOSERS and/or contractors that did not submit a proposal.

Evaluation of proposals by a selection committee, evaluation panel, County staff, a technical advisory committee, or by another group, individual or entity is advisory only. The County Board or its designee may consider or reject such evaluation(s) for any or all proposals. Such evaluations are for the sole benefit of the County Board or its designee, and as such, they are not binding upon the County, nor may they be relied upon in any way by a PROPOSER.

5.2 Evaluation of Responsiveness

The County will consider all the material submitted by the PROPOSER to determine whether the PROPOSER's offer is in compliance with the terms and conditions set forth in this RFP. Responses that do not comply with the provisions in this RFP may be considered nonresponsive and may be rejected.

5.3 Evaluation Criteria

After review of each responsive proposal, the County may immediately award a contract to a successful PROPOSER based on the evaluation criteria, or it may establish a short list of PROPOSERS for further consideration. The short list of PROPOSERS may be asked to provide additional information and/or attend an in-person or telephone interview and/or demonstration, as determined by the County in its sole discretion.

The following evaluation criteria (not necessarily listed in priority order), will be used in making a selection:

- a. The experience and qualifications of the company and the personnel that will be assigned to this Contract/Services.
- b. PROPOSER's general reputation and experience in providing the designated service to similar clients, institutions, or governmental entities, and references from other facilities and entities.
- c. Cost to the County to include the type and level of input or involvement of County personnel.
- d. The County's evaluation of the PROPOSER's ability and the personnel identified by the PROPOSER to perform the requested services.
- e. PROPOSER's adherence to the Minnesota Association for Guardianship and Conservatorship (MAGiC) Code of Ethics and Standards of Practice.

6. Content of Proposal

Each PROPOSER will include in its proposal the items listed below. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a PROPOSER to include all listed items may result in the proposal being rejected.

6.1 Cost

The PROPOSER will include in the proposal form the Quote/Price based upon the payment structures typical in the industry; per hour; per client; etc. Include minimum/maximum hours of service to be billed per client and whether or not travel costs are included in the proposed cost or unit price.

The PROPOSER will be paid on a monthly basis based upon invoices submitted with

sufficient documentation provided to the County to reflect the demand for payment. Within ten (10) days from the end of each month, the PROPOSER will provide the County with sufficient documentation satisfactory to the County showing the services provided and the basis for the rate requested. Within thirty-five (35) days of receipt of the monthly documentation provided by the PROPOSER, the County will make payment for services satisfactorily performed.

6.2 Company Information

Each PROPOSER will include in its proposal the complete name of the company, the company's address, and the name, title, address, and telephone number of the designated person in the company who is authorized to respond to any questions that the County may have concerning this RFP.

6.3 References

Each PROPOSER will submit, at a minimum, three references of entities that it provides the same or similar service as required by this RFP. Included should be the name of the company, a short description of the contracted services, and the name, address, and telephone number of the contact person for that reference.

6.4 Narrative

The PROPOSER shall describe:

- a. experience providing guardianship and conservatorship services;
- b. working knowledge of services, PROVIDERs and facilities available for clients in Rice County and the surrounding area;
- c. understanding of the role and responsibilities of a guardian or conservator;
- d. knowledge of and adherence to the Minnesota Association for Guardianship and Conservatorship Code of Ethics and Standards of Practice.

6.5 Insurance

Each PROPOSER must include in its proposal a certificate of insurance that fully conforms to the required insurance or specific exceptions to the insurance required by this RFP.

6.6 Personnel

Each PROPOSER will include information on how sufficiently trained personnel will be recruited, hired, supervised, and maintained so quality services can be delivered timely.

6.7 Contract Terms

Attached to this RFP as Exhibit A, are the Terms and Conditions, and Exhibit B, the role and responsibility of the guardians and conservators. Each PROPOSER will include in its proposal a statement that it can comply with the provisions in Each Exhibit.

7. Specifications

The PROPOSER shall be responsible to provide all labor, management, supplies and results that are necessary to comply under the proposal. The PROPOSER shall agree to:

- a. Maintain an open collaborative relationship with County.
- b. Operate the service program in a cost effective manner with full reporting to County officials as requested or required.
- c. Provide service as agreed upon under any resulting contract. No excuse or deviations will be accepted for non-compliance with this requirement, absent prior arrangements with designated personnel.
- d. Provide the service consistent with all applicable statutes, rules and ethical requirements of the profession and/or industry standards.

8. Personnel

PROPOSER shall provide a highly qualified and experienced staff, if other than the individual PROPOSER, who shall have attained the requisite education, experience and licensure, necessary to perform the work under the Contract.

Background studies will be completed by staff prior to appointment as a guardian or conservator per Minnesota Statute 524.5-118 and as required or necessary thereafter.

PROPOSER shall maintain adequate staff levels to provide competent, experienced management on a full-time basis. Staffing levels must be adequate to accommodate vacations, sickness, resignations, and/or discharge of PROPOSER personnel.

9. Quality Assurance

The County will conduct at least one site visit per year to monitor program compliance and evaluate PROPOSER/Contractor performance. PROPOSERS/Contractors must provide the County with data or materials necessary for the County to complete meaningful evaluation of the services.

10. Exceptions to the county's contractual terms

Exceptions by the PROPOSER to any requirements of Rice County's terms and conditions (Exhibit A) must be clearly identified. The stated exceptions and any alternatives offered must be included in the proposer's response. If no exceptions are documented in the

proposal, it shall be deemed by the county that the proposer has accepted all of the provisions of the contract, and that the proposer has waived the right and intent to take exceptions as of the proposal submission. The county may decide to accept or reject any of the exceptions and/or alternatives, or the listed alternatives may be the subject of negotiations prior to drafting the final wording of the contract.

Exhibit A

Rice County Terms and Conditions

1. DATA

- a. PROVIDER, its officers, agents, owners, partners, employees, volunteers and subcontractors shall, to the extent possible, abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13 (MGDPA) and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, which may include the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and/or the Health Information Technology for Economic and Clinical Health Act (HITECH), adopted as part of the American Recovery and Reinvestment Act of 2009. For clarification and not limitation, COUNTY hereby notifies PROVIDER that the requirements of Minnesota Statutes, section 13.05, subd. 11, apply to this Agreement. PROVIDER shall promptly notify COUNTY if PROVIDER becomes aware of any potential data privacy or confidentiality claims or facts giving rise to such claims.
- b. Classification of data as trade secret data will be determined pursuant to applicable law and, accordingly, merely labeling data as “trade secret” does not necessarily make the data protected as such under any applicable law.
- c. In accordance with Minnesota Statutes, section 13.46, subdivision 10 now in force or as hereafter enacted, PROVIDER shall specify a Responsible Authority who shall allow the Responsible Authorities in other components of the welfare system access to data classified as non-public when access is necessary for the administration and management of programs or as authorized or required by state or federal law.

PROVIDER shall notify COUNTY of the name of the Responsible Authority, which shall be maintained in COUNTY files.

- d. PROVIDERS who have met the criteria to have access to DEPARTMENT owned or managed data systems, including state systems, must comply with DEPARTMENT data practices policies. PROVIDER must meet DEPARTMENT technical operating and security system requirements, ensure a data privacy coordinator is identified for the organization, and ensure all staff accessing DEPARTMENT owned or managed systems complete data practices training as required by COUNTY and sign a Confidentiality and System Usage Agreement on an annual basis. PROVIDER must report within twenty-four (24) hours any suspected or confirmed breaches in client privacy or system security to DEPARTMENT data practices and privacy official. PROVIDER must notify COUNTY Identity and Access Management immediately when the individual accessing DEPARTMENT’s data system leaves the organization or moves to a different position in the organization.

2. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- a. In accordance with COUNTY's policies against discrimination, PROVIDER shall not exclude any person from full employment rights nor prohibit participation in or receiving the benefits of, any program, service or activity on the grounds of any protected status or class including but not limited to race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, or national origin. No person who is protected by applicable federal or state laws against discrimination shall be subjected to discrimination.
- b. PROVIDER shall deliver all services in a manner which is respectful and culturally appropriate to the Eligible Recipients. Culturally appropriate is defined as services that are delivered to reflect the unique individual needs of the Eligible Recipients such as language, racial/ethnic background and social/religious background. PROVIDER shall make reasonable efforts to have staff delivering services reflect the diversity of the Eligible Recipients receiving those services and to secure ongoing input from individuals who reflect the non-represented culture.
- c. Pursuant to Section 504 of the Rehabilitation Act of 1973 and 45 CFR part 84 now in force or as hereinafter enacted and where applicable, no qualified handicapped person:
 - (1) Shall be denied access to or opportunity to participate in or receive benefits from any service offered by PROVIDER under the provisions of this Agreement, nor
 - (2) Shall be subject to discrimination in employment under any program or activity related in the services furnished by PROVIDER.
- d. Pursuant to the Americans with Disabilities Act, now in force or as hereafter enacted and where applicable, no qualified individual with a disability shall be discriminated against by the denial of full and equal enjoyment of the services and facilities, privileges, advantages, or accommodations furnished by PROVIDER as a private entity operating a service as a public accommodation.
- e. PROVIDER guarantees that no funds received under this Agreement shall be used to provide religious training and/or services to any individual receiving Contracted Services.
- f. PROVIDER shall comply with all applicable statutes, regulations, and licensing requirements in the employment of personnel including but not limited to state and federal labor laws. To the extent that any of the provisions of the applicable statutes, regulations, or licensing requirements are inconsistent with any of the provisions of this clause, said statute, regulation, or requirement shall prevail if it has a reasonable bearing upon the applicant's fitness to be employed in any phase of the program.
- g. If PROVIDER fails to demonstrate good faith efforts to correct any Affirmative

Action deficiencies and/or fails to submit requested reports or information required by COUNTY and/or has engaged in discriminatory practices, COUNTY may consider this a violation of this Agreement and may exercise any remedies available to it in law or in equity, including, but not limited to, cancellation/termination of this Agreement.

3. INDEMNIFICATION

a. PROVIDER shall defend, indemnify, and hold harmless COUNTY, its present and former officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorneys' fees, resulting directly or indirectly from any act or omission of PROVIDER, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of PROVIDER to perform any obligation under this Agreement. Acts or omissions include, but are not limited to, the following:

- (1) Any applicant or Eligible Recipient suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving the care and services to be furnished under this Agreement, or while on premises owned, leased, or operated by PROVIDER, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by PROVIDER or any official, officer, agent, employee, or volunteer thereof.
- (2) Any applicant or Eligible Recipient causing injury to, or damage to, the property of another person during any time when PROVIDER or any official, officer, agent, employee, or volunteer thereof has undertaken or is furnishing the care and services called for under this Agreement.

For clarification and not limitation, this obligation to defend, indemnify, and hold harmless includes, but is not limited to, any liability, claims, or actions resulting directly or indirectly from alleged infringement of any copyright or any property right of another, the employment or alleged employment of PROVIDER personnel, the unlawful disclosure and/or use of protected data, or other noncompliance with the requirements of the provisions set forth herein.

b. Duty to Notify. PROVIDER shall promptly notify COUNTY of any claim, action, cause of action or litigation brought against PROVIDER, its present and former officials, officers, agents, employees, volunteers, and subcontractors which arises out of the services described in this Agreement. PROVIDER shall also notify COUNTY whenever PROVIDER has a reasonable basis for believing that PROVIDER and/or its present and former officials, officers, agents, employees, volunteers, or subcontractors, and/or COUNTY, might become the subject of a claim, action, cause of action, administrative action, criminal arrest, criminal charge or litigation arising out of/ or related to the services described in this Agreement.

4. INSURANCE

- a. With respect to the services provided pursuant to this Agreement, PROVIDER shall at all times during the term of this Agreement, and beyond such term when so required, have and keep in force the following minimum insurance coverages or PROVIDER's actual insurance limits for primary coverage and excess liability or umbrella policy limits, whichever is greater:

Limits

- (1) Commercial General Liability on an occurrence basis with contractual liability coverage:

General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,500,000
Each Occurrence - Combined Bodily Injury and Property Damage	\$1,500,000

- (2) Automobile Liability - Combined single limit each occurrence, or the equivalent, for bodily injury or property damage covering owned, non-owned, and hired automobiles. \$2,000,000

- (3) Workers' Compensation and Employer's Liability:

(a) Worker's Compensation - Statutory
If PROVIDER is based outside the State of Minnesota, coverage must comply with Minnesota laws. In accordance with Minnesota law, if PROVIDER is a sole proprietor, it is exempted from the above Workers' Compensation requirements. In the event that PROVIDER should hire employees or subcontract this work, PROVIDER shall obtain the required insurance.

(b) Employer's Liability. Bodily injury by:
Each Accident \$500,000
Disease - Policy Limit \$500,000
Disease - Each Employee \$500,000

- (4) The following insurance is required in cases where money has been advanced to PROVIDER or where money belonging to Eligible Recipients is in the custody and control of PROVIDER.

Employee Dishonesty \$50,000

- (5) The following insurance is required in cases where PROVIDER's staff or volunteers are performing licensed professional services under this Agreement.

Professional Liability: Per Claim	\$1,500,000
Aggregate	\$2,000,000

The professional liability insurance must be maintained continuously for a period of two years after the expiration, cancellation or termination of this Agreement.

- b. An umbrella or excess liability policy is an acceptable method to provide the required commercial general insurance coverage.
- c. The above establishes minimum insurance requirements. It is the sole responsibility of PROVIDER to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Upon written request, PROVIDER shall promptly submit copies of insurance policies to COUNTY.
- d. PROVIDER shall not commence work until it has obtained required insurance and filed with COUNTY a properly executed Certificate of Insurance establishing compliance. The certificate(s) shall name COUNTY as the certificate holder, and as an additional insured for the commercial general liability coverage required herein. A self-insured retention (SIR) applicable to the commercial liability coverage is not acceptable, unless expressly agreed to in writing by COUNTY. If the certificate form contains a certificate holder notification provision, the certificate shall state that the insurer will endeavor to mail COUNTY thirty (30) days' prior written notice in the event of cancellation/termination of any described policies. If PROVIDER receives notice of cancellation/termination from an insurer, PROVIDER will fax or email a copy of the notice to COUNTY within two (2) business days.
- e. PROVIDER shall furnish to COUNTY updated certificates during the term of this Agreement as insurance policies expire. If PROVIDER fails to furnish proof of insurance coverages, COUNTY may withhold payments and/or pursue any other right or remedy allowed under the Agreement, law, equity, and/or statute. COUNTY does not waive any rights or assume any obligations by not strictly enforcing the requirements set forth in this clause.
- f. If PROVIDER is unable to obtain a required insurance coverage, or if coverage is not renewed or is cancelled/terminated during the term of this Agreement, PROVIDER must immediately provide written notice to COUNTY as required by the provisions herein, Notices, of this Agreement. PROVIDER shall make immediate good faith efforts to obtain or replace the coverage in the open market. If such efforts are unsuccessful, PROVIDER shall immediately apply to the Minnesota Joint Underwriting Association for the insurance coverage. Failure to maintain required insurance shall be considered an event of default pursuant to this Agreement.
- g. PROVIDER waives all rights against COUNTY, its present and former officials, officers, agents, employees, and volunteers for recovery of damages to the extent

the damages are covered by insurance of PROVIDER.

- h. PROVIDER shall require that each independent contractor rendering licensed professional services to recipients under this Agreement furnish proof to PROVIDER of Professional Liability and Commercial General Liability insurance coverages in the amounts of \$2,000,000 (or other amounts as required herein), and provide updated certificates of insurance as insurance coverages expire.

5. INDEPENDENT CONTRACTOR

PROVIDER shall select the means, method, and manner of performing the services herein. Nothing is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto or as constituting PROVIDER as the agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. PROVIDER is to be and shall remain an independent contractor with respect to all services performed under this Agreement. PROVIDER will secure at its own expense all personnel required in performing services under this Agreement. Any personnel of PROVIDER or other persons while engaged in the performance of any work or services required by PROVIDER shall have no contractual relationship with COUNTY and will not be considered employees of COUNTY. COUNTY shall not be responsible for any claims that arise out of employment or alleged employment under the Minnesota Unemployment Insurance Law or the Workers' Compensation Act of the State of Minnesota on behalf of any personnel, including, without limitation, claims of discrimination against PROVIDER, its officers, agents, contractors, or employees. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind from COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability, severance pay, and retirement benefits.

6. MERGER, MODIFICATION, AND SEVERABILITY

- a. The entire agreement between the parties is contained herein and supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referenced or that are attached are incorporated and made part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.
- b. Any alterations, variations, or modifications of the provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment or ministerial adjustment to this Agreement signed by the parties, except as otherwise provided in this Agreement.
- c. If any provision of this agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

7. PROVIDER OBLIGATIONS

Scope of Services to be provided by the PROVIDER:

- a. PROVIDER will make first phone contact with the respondent and/or their caregiver within 72 hours of receiving complete referral information, except in the case of an emergency appointment, in which case the PROVIDER will contact the respondent, and/or respondent's care PROVIDERs, as soon as possible.
- b. PROVIDER will meet face-to-face with the respondent where they are residing within one week of receiving complete referral information (except in the case of an emergency appointment, in which case the PROVIDER will see the respondent as soon as possible); explain his/her roles, responsibilities, and limitations to the respondent, and when possible; also gain from this meeting the following:

An understanding of the safety, security and suitability of the respondent's living arrangement; a clear assessment of the respondent's physical appearance, psychological state, and condition of personal items/clothing. An understanding of the respondent's interests and capacity to make decisions. If the respondent has a Case Manager, the PROVIDER will alert the Case Manager for needed repairs, clean-ups, etc., to respondent's home. The PROVIDER has final responsibility for ensuring that these tasks are attended to and completed. The PROVIDER will also alert respondent's Case Manager, if respondent has one, of any needed mental and/or behavioral needs the respondent may have. The PROVIDER has final responsibility for ensuring that respondent's mental and/or behavioral needs are met.
- c. If the Respondent does not have a Case Manager, public health nurse, or financial worker, PROVIDER will apply/advocate for these benefits on behalf of the respondent, as needed. Until county staff is active, or if the respondent is ineligible for county benefits, PROVIDER will arrange for repairs, clean-ups, psychological, recreational and educational services, etc., within the authority granted in the court order.
- d. PROVIDER will establish contact with the Respondent's caregivers and other people who have frequent contact with the Respondent, including family members, employer, friends, and their landlord, if applicable. PROVIDER will clarify guardian/conservator roles and responsibilities with these parties. PROVIDER will have meaningful face-to-face visits AND telephone contacts with the Respondent and/or his/her caregiver as appropriate to the person's circumstances, or as set out in court order to monitor/problem-solve on the living situation, the physical and psychological state of the Respondent and current concerns.
- e. PROVIDER will transport or escort Respondent on occasion, as needed, if there are no other resources or options available.

- f. PROVIDER will pay reasonable charges for the Respondent's support, maintenance, and education when appointed as the Respondent's conservator out of Respondent's assets. PROVIDER will maximize the Respondent's assets by applying for and/or maintaining enrollment in government programs when acting as the Respondent's conservator, or when acting as the Respondent's guardian if no conservator is appointed.
- g. PROVIDER will provide written summaries of visits (including dates each month of in-person and telephone contacts) and other contacts with invoices submitted to the County under this contract.
- h. PROVIDER will produce a Personal Well-Being Report, a report on the Respondent's health and well-being for Court if appointed as a guardian, either annually or upon request by a judge.
- i. PROVIDER will produce an Annual Account or Final Account if appointed as conservator; and an Annual Notice of Right to Petition either annually or upon request by a judge.
- j. PROVIDER will provide a copy of the required annual Personal Well-Being Report and/or the Annual Account or Final Account to the County Human Services Adult Services Supervisor or designee.
- k. PROVIDER will participate in person-centered planning processes that honor the individual's preferences, choices, and abilities and that are consistent with least restrictive alternatives.
- l. Court Actions after PROVIDER's Appointment for Indigent Respondents. Each year the PROVIDER must provide a list of indigent cases they have been assigned, including the name of case, court file number, date of appointment, if it is a guardianship and/or a conservatorship case, if there is still a need for guardian/conservator services, and if not, the reason there is not a continued need for guardian/conservator services.

PROVIDER has an affirmative obligation to take steps to end the guardianship or conservatorship as soon as possible when circumstances supporting provision of continued guardian/conservator services no longer exist

- m. Post Appointment Petitions. The PROVIDER as the respondent's guardian/conservator will be notified and sent copies of post-appointment petitions, for example, Petition to Restore to Capacity or Petition for Successor Guardian/Conservator.
- o. Petition for Discharge of Guardian/Conservator. If respondent has a Case Manager or the County initiated the petition appointing PROVIDER, PROVIDER will promptly send the post-appointment petition filed by respondent or other parties and other documents (notice documents) to the Case Manager, and information why

PROVIDER supports or does not support the post-appointment petition. The Case Manager or the County will consult with the County Attorney's Office to determine if the County supports or does not support the post-appointment petition and notify PROVIDER and/or the Court.

- p. Discontinuance of Guardian/Conservatorship Services. If there is no longer a need for a guardian/conservator services, PROVIDER will promptly file the appropriate petition with the court, following the procedures and giving notice as required by statute. For petitions where there is a Case Manager and the County initiated the petition appointing the PROVIDER, PROVIDER may make a request to the Case Manager to refer the matter to the Rice County Attorney's Office to file the petition.

Where there is no Case Manager or the County did not initiate the petition appointing PROVIDER, the PROVIDER may consult an attorney providing services for indigent respondents.

- q. Dispute Resolution. In the event of a dispute between PROVIDER and a Case Manager, the following steps should be taken prior to requesting court resolution:
 - (1) The individual appointed guardian/conservator by PROVIDER (guardian/conservator) and the Case Manager shall discuss what the point of contention is and each party shall specify what they believe the resolution to be to the other party in writing. The parties are to attempt to find a written solution that is acceptable to both.
 - (2) The guardian/conservator and Case Manager will meet along with the PROVIDER's supervisor and Case Manager's supervisor to work on coming to an agreement. In the event the parties cannot come to an agreement, step C shall be followed.
 - (3) The director or president of the PROVIDER's agency and a Rice County Supervisor shall meet with the parties in dispute and work towards an agreement. If the issue cannot be resolved, either party can petition the court for a hearing. In the event the dispute needs to go to the Probate Court to resolve, the Rice County Attorney's Office shall be notified of the dispute in a timely manner.

The above services are general task categories. For more detail about the tasks, as well as a description of distinction among the role of the guardian/conservator, see Exhibit B, list of Roles and Responsibilities.

PROVIDER will provide all documents, reports, certificates, services and assurances, as are required by this Contract and pursuant to all applicable statutory requirements.

In the event the PROVIDER is unable to carry out their duties as Guardian/Conservator,

the PROVIDER will notify the County, in writing, within 10 days.

If the eligible client agrees to release information and is no longer eligible to receive purchased services or that purchased services are no longer needed or appropriate, the PROVIDER must notify the County within ten working days of the determination. The County will notify the client of proposed termination of services at least ten days prior to the proposed agency action and of the client's right to appeal this proposed action.

The PROVIDER must not discharge or terminate services to a client prior to the proposed date unless delay would seriously endanger the health, safety, or wellbeing of other service recipients.

If applicable, the County will develop the client's individual service plan and the PROVIDER will coordinate service delivery with the client's County case manager, as required. The PROVIDER and County understand and agree that all services provided to eligible clients under the terms of this agreement must be in accordance with the individual service plan.

All services provided to the eligible client under the terms of this agreement must be directed toward the client's achievement of goals and objectives identified in the client's individual service plan. Performance of the PROVIDER will be monitored and evaluated in accordance with client outcomes as specified in the individual service plan and in accordance with the Minnesota Data Privacy Act.

The PROVIDER should have monthly contact with the eligible client, either by phone or face-to-face.

The PROVIDER will participate in quarterly service plan meetings and these can be conducted by phone conference.

8. RECORDS, REPORTS AND EVALUATIONS.

- a. PROVIDER will provide brief written descriptions of in-person visits and telephone conversations (specific dates each month) to accompany each invoice.
- b. PROVIDER will submit applicable reports to the Court as required by law.
- c. PROVIDER will submit reports for newly assigned clients to include the following information, which shall be attached to the initial invoice:
 - (1) Date of referral (The date of referral is defined as date the PROVIDER receives Letters of Guardianship and/or Conservatorship, which in the case of emergency guardianship/conservatorship should occur on the date of the initial court hearing).
 - (2) Date of the first phone contact.

- (3) Date of the first face-to-face contact.
 - (4) Copy of Letter of Appointment from the Court.
- d. The PROVIDER shall fully cooperate with the County with respect to the County's monitoring and evaluating activities pertaining to services purchased pursuant to this contract. The County's monitoring and evaluating activities include, but are not limited to: on-site visits to the PROVIDER's premises or job site, with or without prior notice; review of client/recipient files, review of the PROVIDER's financial, statistical and program records, and review of other reports, and data. The PROVIDER shall allow personnel of the County access to the PROVIDER's records and premises.
 - e. The PROVIDER shall, upon reasonable notice, meet with County personnel to assist the County in the evaluation of services.
 - f. The PROVIDERS shall maintain a bookkeeping system, which sufficiently and properly reflects all revenue received and all direct and indirect costs incurred in the performance of this Contract.
 - g. The PROVIDER shall maintain and furnish the County with all programs and fiscal records requested by the County, All records requested by the County shall be furnished to the County within fifteen (15) calendar days of the County's request, unless otherwise directed by the County. These records may include, but are not necessarily limited to the following:
 - (1) The names of clients served, and date services were rendered to each client;
 - (2) A description of the services provided;
 - (3) Individualized program or rehabilitation plans, at least annually if not required otherwise, for each client served, developed to help each client reach goals established in their Individual Service Plan;
 - (4) Proof of insurance protections required pursuant to this contract.
 - h. The PROVIDER agrees to cooperate in evaluative and/or outcome efforts as required by the County as indicated in Attachment A.

9. AUDIT AND MONITORING PROCEDURES

- a. The COUNTY, or any of its duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, shall have access to and the right to audit, examine, copy, excerpt, and transcribe any program and fiscal books, documents, papers, records, etc., and accounting procedures and practices of PROVIDER which are relevant to this Agreement. Such access must be consistent with the Minnesota Government Data Practices Act,

Minnesota Statutes, chapter 13, and with Minnesota Statutes, section 16C.05, subdivision 5, now in force or as hereafter enacted. Such materials shall be maintained and such access and rights shall be in force and effect during the period of this Agreement and for six (6) years after its expiration, cancellation, or termination.

- b. The Contract Manager or other personnel of COUNTY may conduct periodic site visits to determine compliance with this Agreement and evaluate the quality of services purchased under this Agreement. Such visits may be made with or without prior notice at any time within the hours of operation of PROVIDER.
- c. COUNTY reserves the right to evaluate, and to authorize independent evaluations of the Contracted Services.

10. COMPLIANCE

- a. PROVIDER shall comply with all applicable federal, state, and local statutes, regulations, rules, and ordinances, currently in force or later enacted.
- b. PROVIDER certifies that their organization and their staff and their principals are not suspended or debarred, and therefore are not excluded from receiving government funds under Federal OMB Uniform Grant Guidance Compliance Supplement. PROVIDER shall immediately notify COUNTY, in writing, if it, its organization, staff and/or principals are notified of suspension, debarment, or other proceedings that would affect their ability to receive funds from the State of Minnesota or the federal government.
- c. If the source or partial source of funds for payment for Contracted Services under this Agreement is federal, state, or other grant monies, PROVIDER shall comply with all applicable conditions of such grant or funding source. Copies of grants are available upon request.
- d. PROVIDER shall comply with applicable State of Minnesota Rules governing social services now in force or as hereafter enacted.
- e. PROVIDER shall also comply with the following:
 - (1) Individual social service plan - The amount, frequency, and duration of Contracted Services will be provided in accordance with the Eligible Recipient's individual social service plan and services shall be directed toward Eligible Recipient's achievement of goals and outcomes.
 - (2) Monitoring and evaluation - COUNTY will monitor and evaluate Recipient's achievement of goals and outcomes identified in individual social service plans.
 - (3) Client fees - In cases where PROVIDER is not prohibited by this Agreement

from charging program fees to clients, fees may not be charged to person or families whose adjusted gross income is below the federal poverty level.

- (4) Discharge and termination procedures - PROVIDER shall establish written procedures for discharge or termination of services to an individual client. Such procedures shall be in accordance with applicable laws and regulations, and shall be deemed to be part of this Agreement. Exceptions to this requirement are for services, which are limited and transitory in nature.
- (5) Staffing information - Proof of applicable licensure or certification and documentation of staffing, including job descriptions and professional qualifications of personnel shall be submitted to COUNTY.

11. PROVIDER STANDARDS AND LICENSES.

- a. The PROVIDER shall furnish to the County a background resume to include the following: professional and personal credentials for guardianship/conservatorship, a minimum of three personal/professional references, professional associations and/or accreditation of such, a current Minnesota driver's license in good standing.
- b. PROVIDER will comply with all court background check and background reporting requirements, including filling out forms annually and when any changes occur, if applicable.
- c. The PROVIDER shall comply with all applicable Federal and State statutes and regulations, as well as local ordinances and rules now in effect or hereafter adopted including Minnesota Statutes 524.5 *et al.*
- d. Other provisions for cancellation of this Agreement notwithstanding, failure to meet the requirements of paragraphs a, b, c as stated above may be cause for cancellation of this Agreement effective as of receipt of notice of cancellation.

12. REPORTS OF DEATH, INJURY, DAMAGE, OR ABUSE

- a. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, the PROVIDER shall immediately give notice to the County. In addition, PROVIDER shall promptly submit to County, a written report including:
 - (1) the name and address of the injured/deceased person;
 - (2) the time and location of the incident;
 - (3) the names and addresses of the PROVIDER's employees or agents who were involved with the incident;
 - (4) the names of County employees, if any, involved in the incident; and
 - (5) a detailed description of the incident.

- b. PROVIDERs who provide services to persons under the age of 18 must comply with the Maltreatment of Minors reporting requirements as defined in Minnesota Statutes, section 626.556.
- c. All persons 18 years and older under this current contract categorically fall under the definition of Vulnerable Adults as defined in Minnesota Statutes, section 626.5572.
PROVIDERs must follow all reporting requirements as defined in Minnesota Statutes, section 626.557.

13. CONTRACT MANAGEMENT AND DISPUTES

- a. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by negotiation and agreement shall be decided by COUNTY's attorney, who shall reduce his/her decision to writing and furnish a copy thereof to PROVIDER. The decision of the attorney shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, PROVIDER furnishes to the attorney a written appeal addressed to COUNTY ADMINISTRATOR. The decision of COUNTY ADMINISTRATOR or the duly authorized representative for the determination of such appeals, shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, PROVIDER shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, PROVIDER shall proceed diligently with the performance of the Agreement and in accordance with the Contract Manager's decision.
- b. This disputes clause does not preclude consideration of questions of law.
- c. Jurisdiction and Venue. The laws of the state of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Rice, State of Minnesota. Litigation, however, in the federal courts involving the contracted parties will be in the appropriate federal court within the state of Minnesota.

14. SUCCESSORS, SUBCONTRACTING AND ASSIGNMENTS

- a. PROVIDER binds itself, its partners, successors, assigns and legal representatives to COUNTY for all covenants, agreements and obligations herein.
- b. PROVIDER shall not assign, transfer or pledge this Agreement and/or the services to be performed, whether in whole or in part, nor assign any monies due or to

become due to it without the prior written consent of COUNTY. A consent to assign shall be subject to such conditions and provisions as COUNTY may deem necessary, accomplished by execution of a form prepared by COUNTY and signed by PROVIDER, the assignee, and COUNTY as determined by COUNTY. Permission to assign, however, shall under no circumstances relieve PROVIDER of its liabilities and obligations under the Agreement.

- c. PROVIDER shall not subcontract this Agreement and/or the services to be performed, whether in whole or in part, without the prior written authorization of COUNTY. Permission to subcontract, however, shall under no circumstances relieve PROVIDER of its liabilities and obligations under the Agreement. Further, PROVIDER shall be fully responsible for the acts, omissions, and failure of its subcontractors in the performance of the specified contractual services, and of person(s) directly or indirectly employed by subcontractors. Contracts between PROVIDER and each subcontractor shall require that the subcontractor's services be performed in accordance with this Agreement. PROVIDER shall make contracts between PROVIDER and subcontractors available upon request. For clarification and not limitation of the provisions in this Agreement, none of the following constitutes assent by COUNTY to a contract between PROVIDER and a subcontractor or a waiver or release by COUNTY of PROVIDER's full compliance with the requirements of this Clause: (1) COUNTY's request or lack of request for contracts between PROVIDER and subcontractors; (2) COUNTY's review, extent of review or lack of review of any such contracts; or (3) COUNTY's statements or actions or omissions regarding such contracts.
- d. As required by Minnesota Statutes, section 471.425, subdivision 4a, PROVIDER shall pay any subcontractor within ten (10) days of PROVIDER's receipt of payment from COUNTY for undisputed services provided by the subcontractor and PROVIDER shall comply with all other provisions of that statute.
- e. PROVIDER shall notify COUNTY in writing if another person/entity acquires, directly or indirectly, more than fifty percent (50%) of the voting power of the shares entitled to vote for directors of PROVIDER (if PROVIDER is a corporation or partnership) or upon sale of fifty percent (50%) or more of assets of PROVIDER. Notice shall be given within ten (10) days of such acquisition and shall specify the name and business address of the acquiring person/entity. COUNTY reserves the right to require the acquiring person/entity to promptly become a signatory to this Agreement by amendment or other document so as to help assure the full performance of this Agreement.

15. NOTICES

- a. PROVIDER shall provide contact information, including a current email address, for their executive director to the Contract Manager and further shall notify the Contract Manager within five (5) days of a change in any contact information during the term of this Agreement.

- b. Any notice or demand which must be given or made by a party under this Agreement or any statute or ordinance shall be in writing, and shall be sent certified mail or be hand-delivered. Notices to COUNTY shall be sent to the County Administrator with a copy to the DEPARTMENT's Contract Management Services. Notice to PROVIDER shall be sent to the address stated in the opening paragraph of this Agreement.

16. DEFAULT AND CANCELLATION/TERMINATION

- a. If PROVIDER fails to perform any of the provisions of this Agreement, fails to administer the work so as to endanger the performance of this Agreement or otherwise breaches or fails to comply with any of the terms of this Agreement, it shall be in default. Unless PROVIDER's default is excused in writing by COUNTY, COUNTY may upon written notice immediately cancel/terminate this Agreement in its entirety. Additionally, failure to comply with the terms of this Agreement shall be just cause for COUNTY to delay payment until PROVIDER's compliance. In the event of a decision to withhold payment, COUNTY shall furnish prior written notice to PROVIDER.
- b. If COUNTY has reason to believe that the safety or well-being of Recipients receiving service hereunder may be endangered by actions of PROVIDER, its agents, and/or employees, COUNTY may require the immediate cessation of services to Eligible Recipients, as well as their removal from the facility, and may discontinue referrals to PROVIDER. This action may be taken forthwith and may continue for such period, which is reasonably necessary for determination by COUNTY that the safety and well-being of Recipients has been assured. Resumption of services by PROVIDER may be authorized upon such assurance, at the sole discretion of COUNTY. If it is determined that the safety or well-being of Eligible Recipients will remain in jeopardy by the further provision of services, COUNTY may cancel/terminate this Agreement pursuant to the provisions herein of this Agreement.
- c. Notwithstanding any provision of this Agreement to the contrary, PROVIDER shall remain liable to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER. Upon notice to PROVIDER of the claimed breach and the amount of the claimed damage, COUNTY may withhold any payments to PROVIDER for the purpose of set-off until such time as the exact amount of damages due COUNTY from PROVIDER is determined. Following notice from COUNTY of the claimed breach and damage, PROVIDER and COUNTY shall attempt to resolve the dispute in good faith.
- d. The above remedies shall be in addition to any other right or remedy available to COUNTY under this Agreement, law, statute, rule, and/or equity.
- e. COUNTY's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general

waiver or relinquishment throughout the entire term of the Agreement.

- f. This Agreement may be cancelled/terminated by either party at any time, with or without cause, upon thirty (30) days' written notice.
- g. After receipt of a notice of cancellation/termination, and except as otherwise directed, PROVIDER shall:
 - (1) Discontinue provision of Contracted Services under this Agreement on the date in the notice of cancellation/termination.
 - (2) Cancel all orders and subcontracts to the extent that they relate to the performance of Contracted Services cancelled/terminated by the notice of cancellation/termination.
 - (3) Settle all outstanding claims and liabilities for orders and subcontracts existing at the time of the notice of cancellation/termination, provided, however, that the claims and liabilities for orders and subcontracts have been approved in writing by COUNTY.
 - (4) Notify in writing all clients and any other counties of financial responsibility of the cancellation/termination of this Agreement.

17. SURVIVAL OF PROVISIONS

Provisions that by their nature are intended to survive the term, cancellation, or termination of this Agreement do survive such term, cancellation or termination. Such provisions include but are not limited to: RECORDS, REPORTS, AUDIT AND MONITORING PROCEDURES; DATA; CONTRACTS MANAGEMENT AND DISPUTES; INDEMNIFICATION; INSURANCE; INDEPENDENT CONTRACTOR; AND DEFAULT AND CANCELLATION/TERMINATION.

Exhibit B

Guardianship and Conservatorship Roles and Responsibilities

1. Visit residence as needed to monitor repair, cleanliness, and safety. *There are exceptions to this. For example, wards who are under 24-hour care and supervision probably need only quarterly visits to assure repair, cleanliness and safety of residence.* Talk to caregivers, social workers, facility managers at least monthly on residence quality. If the ward is in their own home, assure that mechanical systems, utilities, locks, etc., work and the home is maintained adequately.
2. If ward is in a facility, understand exactly what is in the person's service package, and advocate for the delivery of those services.
3. If there is no county social worker involved, arrange for needed supports such as family, friends, church, and community resources.
4. Arrange for and/or consent to medical and/or psychological services, transportation, and other professional services, as appropriate.
5. If there is no county social worker involved, arrange for recreational and educational services. Arrange and/or consent to moves, as appropriate. The guardian/conservator is not responsible to move the ward/protected person's belongings unless there are no other resources available to assist.
6. Advocate for the assignment of a county social worker.
7. Meet with the ward in accordance with his/her case plan and professional standards to maintain familiarity with the protected person's:
 - a. Attitude toward his/her living situation;
 - b. His/her appearance, psychological/ emotional state, and/or health status changes; Adequacy of personal care items, such as clothing; and
 - c. Completeness of his/her records in his/her care facility where applicable. Produce written summaries of visits and other communications.
8. Be available for routine or emergency communications.
9. Attend care conferences and other important meetings for the ward's benefit. Where possible, incorporate these with monthly visits. Where appropriate, contactor participation can be by phone or in person.
10. Know and support the ward's faith activities.
11. Arrange for and/or consent to the personal care of the ward and monitor services, as

applicable and appropriate.

12. Ensure that the living situation reflects the ward's personality, style, and financial means.
13. Conduct an inventory of the protected person's belongings and secure the protected person's property, if applicable.
14. Base decisions on the protected person's will.
15. Notify family and others, as applicable, of intent to dispose of belongings and/or property. Assist in the health care decisions of the ward. (Guardianship)
16. Never violate the ward's conscientious, religious, or moral beliefs.
17. Seek court approval before consenting to psychosurgery, electroshock therapy, sterilization, and/or experimental treatment.
18. Exercise concepts of informed consent, best interests, and least restrictive alternatives on all cases of medical decision-making.
19. Follow advanced directives.
20. Make decisions related to limiting medical treatment, including consent to DNR/ DNI (Do Not Resuscitate/Do Not Intubate) and other orders.
21. Consider the ward's and families' wishes when making health care decisions. Discuss risks and benefits of health care decisions with the ward and their family. Consent to behavior-controlling interventions if appropriate for the protected person. Know proposed methods, risks, and side effects of behavioral management.
22. Know medication dosages, as well as risks and side effects.
23. Review any major transactions conducted in the two years prior to appointments guardian/conservator.
24. When applicable and appropriate, arrange for and/or consent to pre-paid funeral expenses. Check with family for input and arrange for funeral.
25. Work with representative payee and others handling assets to ensure house insurance and other necessities are maintained.
26. Initiate eligibility for Medical Assistance (MA) and other services as appropriate.
27. When requested, make oneself available for an interview by the Pre-Petition screening team when respondent is being petitioned for commitment.
28. Sign all relevant administrative, privacy and service planning documentation on behalf of the respondent being petitioned.
29. When requested, attend all civil court proceedings, including but not limited to preliminary, final, Jarvis, Price Sheppard and revocation hearings

30. Perform other duties as assigned. (Guardianship or Conservatorship)
31. Complete and file a Personal Well-being Report, a report on the ward/protected person's health and well-being for court in the case of guardianship, either annually or upon request by a judge, and/or an Annual Account or Final Account in the case of conservatorship, and an Annual Notice of Right to Petition.
32. Report cases of neglect, abuse or exploitation to the Minnesota Adult Abuse Reporting Center
33. Open and maintain the checking account of the protected person, according to statute. Marshall all financial assets.
34. Take control of and protect any property of the protected person from loss. Revoke existing Power of Attorney, if applicable.
35. Contact income sources to assure ongoing income for the protected person.
36. Complete an appraisal of property, and an inventory of belongings, and then file a report with the Court
37. Maintain accurate records of services performed for the protected person.
38. Change addresses so that all mail comes to the guardian/conservator, and assure delivery of mail to the protected person.
39. Ensure size and accuracy of bills, and then pay as needed. Pay bills to prevent interest charges.
40. Ensure that the protected person has insurance for medical care, vehicles, and real estate, If applicable
41. Institute suits on the protected person's behalf and represent him/her in court, as applicable. Maximize the protected person's assets by applying for government benefits.
42. Pay taxes, and invest and oversee assets.
43. Get court approval for any gifts or donations the protected person wants to make.