

CONTRACT APPROVAL

SUGGESTED MOTION:

Move to approve the following contracts submitted by respective department head, subject to state's attorney approval, and authorize the chairman to sign.

Received as of December 1, 2015:

- Community Living Services, Fargo Cass Public Health, Sanford Home Care, Spectrum Home Care Fargo, and Tami's Angels—homemaker and/or personal care services for low income individuals for 2016;
- Fargo Municipal Airport Authority—telecommunication fiber easement agreement for the Cass County Law Enforcement Center
- Village Business Institute—Employee Assistance Program (EAP) for 2016
- Contract to be awarded—Asbestos abatement for the Cass County Law Enforcement Center

Commission Consent Agenda

Social Services – Homemaker Service Contracts

Social Services contracts with the following agencies to complete homemaker services:

- Community Living Services
- Fargo Cass Public Health
- Sanford Medical Center
- Spectrum Home Care
- Tami's Angels

These contracts have been reviewed and approved by Birch Burdick, as well as approved by the Social Services Board.

Proposed Motion:

Move to approve Social Services contracts for Homemaker Services for January 1 – December 31, 2016.

SUBJECT: CONTRACTS

ADOPTED DATE: OCTOBER 2, 2000

PAGE 1 OF 1

All contracts which bind Cass County must contain the signature of the commission chairman. Prior to being placed on the commission agenda, the department head should forward the contract to the state's attorney for review.

A standardized form may be used when presenting contracts to the commission for approval as follows:

COMPANY REQUESTING CONTRACT: Community Living Services

DATE OF REQUEST: 11/9/15 DATE OF EXPECTED RETURN
TO THE COMMISSION OFFICE: _____

DEPARTMENT HEAD RECOMMENDING SIGNATURE: 

STATE'S ATTORNEY SIGNATURE:  11/9/15

STATE'S ATTORNEY COMMENTS:
See Enclosed Comments. OTHERWISE
Approved As To Form.

CHAIRMAN TO SIGN ORIGINAL AGREEMENT

Contracts shall be on a calendar-year basis, whenever possible.

As a part of the consent agenda for each regular commission meeting, the subject of "Contracts" will be automatically included.

Therefore, departments may submit contracts for board approval up to the day of each commission meeting. Contract approval will be subject to state's attorney review within five days after being approved by the county commission.

HISTORICAL REFERENCE DATE: MAY 4, 1992

PURCHASE OF SERVICE AGREEMENT

WHEREAS the Cass County Social Service Board (CCSSB) 1010 2nd Ave. S, Fargo, ND 58103 has determined the services referred to in the paragraph entitled "Scope of Service" should be purchased; and

WHEREAS, Community Living Services
111 North University Drive
Fargo, ND 58102

(Provider), proposes to provide those services;

NOW, THEREFORE, the CCSSB and Community Living Services enter into the following:

AGREEMENT

I. TERM OF THE AGREEMENT:

The term of this agreement shall be from January 1, 2016 through the December 31, 2016.

II. SCOPE OF SERVICE:

The Provider agrees to render in-home services to eligible individuals (Recipients) in Cass County, North Dakota. The Provider understands and agrees that eligibility will be determined solely by CCSSB. The Provider agrees that the specific services to be provided recipients, the definitions of those services, and related manual chapters are those set forth in Addendum B. In rendering services the Provider agrees to abide by the provisions of the North Dakota Department of Human Services Manual Chapter Policies and Procedures.

The Provider understands and agrees that the CCSSB will inform the provider of the name of the recipients of services under the terms of this Agreement. The Provider further agrees to designate an individual to negotiate with a similarly designated individual from the CCSSB for the specific services to be provided recipients, the number of units of service to be provided recipients, and the compensation for recipients as set forth in paragraph III herein.

III. COMPENSATION:

- A. Compensation under the terms of this agreement shall not exceed the maximum amount allowed for the service provided under the terms of this contract. The maximum amount allowed for the service is set forth in Addendum B.
- B. The Provider understands and agrees that:
 - 1. Travel time will not be billed nor paid.
 - 2. The contracted rates are the maximum allowable and will cover all costs to provide a unit of service, as defined by this contract. CCSSB makes no guarantee of the number of hours that will be referred for service.
 - 3. No release time or cancel time will be billed.

4. Supervisory time, charting time, training, client reassessment, and all other activities relating to program management are built into the rate.
 5. The Provider shall submit a complete billing for a service period to the CCSSB within five (5) working days following the close of each service period. Such billing must be submitted with required information stated in "D" below.
 6. Payment will not be made for unauthorized services rendered by the Provider, nor for claimed services which CCSSB determines by contract monitoring, have not been provided as authorized or have been provided in excess of authorizations.
 7. No supplemental billings will be accepted by the CCSSB without prior notification to CCSSB of the need and justification for such a billing and authorization by the CCSSB to submit. Payment for authorized supplemental billing will be made as part of the next regular claim cycle.
 8. CCSSB will make payments within statutory requirements.
- C. The provider understands and agrees that Title XX/Cass County funded recipients will be screened by Cass County Social Services to determine eligibility. Both parties understand that units of service expended will be at the unit rate of \$6.99/unit.
- D. The CCSSB agrees to reimburse the Provider at the negotiated rates per Form #1699 upon the Provider's billing to the County Social Service Board. The billing must include the recipient's name, units of service per recipient, per date, and compensation being claimed. With each billing, the Provider must attest to the following statement:
- "I certify that the above information is true and correct. I understand that payment of this claim is payment in full. I further understand that any false claims made will constitute a violation that may result in prosecution."
- E. The provider agrees to accept the rate of payment as payment in full and shall not make demands on individual recipients of service, their family or guardian, for any additional compensation for these same services.

IV. PROVIDER'S UNDERSTANDING OF TERM OF FUNDING:

The Provider understands that this agreement is a one-time agreement, and acknowledges that it has been furnished no assurances that this agreement may be extended for periods beyond its termination date.

V. PROVIDER ASSURANCES: The Provider agrees to comply with the applicable assurances set forth on Addendum A attached hereto.

VI. CHANGES:

If either party wishes to change this agreement, such change shall be effective only when mutually agreed to and incorporated by written amendment to the agreement.

VII. AUTHORITY TO CONTRACT:

The Provider shall not have the authority to contract for or on behalf of or incur obligations on behalf of the CCSSB. However, the Provider may sub-contract with qualified providers of services, provided that any such subcontract must acknowledge the binding nature of this agreement, and incorporate this agreement, together with its attachments. The Provider agrees to be solely responsible for the performance of any subcontractor.

VIII. TERMINATION:

This contract may be terminated by mutual consent of both parties, or by either party upon 30 day's notice, in writing, and delivered by certified mail or in person.

The CCSSB may terminate this contract effective upon delivery of written notice to the Provider, or at such later date as may be established by the CCSSB, under any of the following conditions:

- A. If CCSSB funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services, the contract may be modified to accommodate a reduction in funds.
- B. If federal state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
- C. If any license or certificate required by law or regulations to be held by the Provider to provide the services required by this contract is for any reason denied, revoked, or not renewed.
- D. If the Qualified Service Provider rate is increased by the State in July, discussions will occur which may result in modifications to accommodate for a potential increased rate.

Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

The CCSSB by written notice of default, including breach of contract, to the Provider may terminate the whole or any part of this agreement:

- A. If the Provider fails to provide services provided under the terms of this contract within the time specified herein or any extension thereof; or
- B. If the Provider fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the CCSSB, fails to correct such failures within 10 days or such longer period as the CCSSB may authorize.

The rights and remedies of the CCSSB provided in the above clause related to defaults, including breach of contract, by the Provider shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

IX. ACCESS TO RECORDS:

The CCSSB, ND Department of Human Services, Office of Attorney General of the State of North Dakota, the Federal Government, and their duly authorized representatives, shall have access to the books, documents, paper and records of the Provider which are pertinent, as determined by the CCSSB, to this contract for the purpose of making audit, examination, excerpts, and transcripts.

X. RETENTION OF RECORDS:

The Provider agrees to retain financial program records for a minimum period of three (3) years from the submission date of the State Medicaid Agency's HCFA-372 report. For the purpose of this agreement the submission date is December 31 of each year. Further, if the Provider has received more than \$25,000 with directly or indirectly, from all Federal sources and is subject to the provisions of the Single Audit Act of 1984, Public Law 98-502, then the provider will notify the CCSSB and will provide a schedule showing the funding for each State and/or Federal program.

XI. CONFIDENTIALITY:

The Provider will not, except upon the written consent of the recipients or their responsible parent, guardian, or custodian, use or cause to be used any information concerning such individual for any purpose not directly connected with the CCSSB's or the Provider's responsibilities with respect to services purchased hereunder.

XII. ASSIGNMENT:

The Provider shall not assign this agreement.

XIII. APPLICABLE LAW:

This agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

XIV. CAPTIONS:

The captions or headings in this agreement are for convenience only and in no way defined, limit, or describe the scope or intent of any provisions of this agreement.

XV. EXECUTION AND COUNTERPARTS:

This agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one of the same instrument.

XVI. AMENDMENTS:

The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

XVII. NOTICES:

All notices, certificates or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as set forth in the preamble to this agreement or at a place designated hereafter in writing by the parties.

XVIII. SUCCESSORS IN INTEREST:

The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

XIX. INSURANCE AND LEGAL DEFENSE:

It is the parties' intent that they each should pay any attorney's fees and legal defense costs resulting from or arising out of this agreement in the same proportion that each party's liability for the acts of its own officers, employees or agents bears to the parties' combined liability, if any, or pay such fees and costs equally when a claim against both parties is resolved and neither party is found liable, to the greatest extent the fees and costs are covered by the County's liability coverage or self-retention fund. The parties further intend that they be represented by the same attorney whenever reasonably possible and ethically permitted. If a claim against is resolved by one party but continues against the other party, each party will pay for half the combined attorney's fees and legal defense costs incurred on or before the date, or the amount of such fees and costs covered by the County's liability coverage or self-retention fund, whichever is less. After that date, the remaining party will be responsible for its own attorney's fees and legal defense costs. The County shall provide such reimbursement in accordance with the Special Assistant Attorney General Billing policy within thirty (30) days after the total amount of reimbursement can be determined.

Provider shall secure and keep in force during the term of this Agreement, from a company or pool authorized to provide the coverage in this County, general liability and errors and omissions coverage with minimum liability limits of \$250,000 per person and at least \$500,000 per occurrence covering its officers, employees, and agents for any and all claims of any nature which may in any manner result from or arise out of this Agreement. Provider shall furnish a certificate of insurance or memorandum of coverage and any endorsements required under this agreement to the undersigned County representative prior to commencement of this agreement, and shall also provide at least thirty (30) days' notice before such coverage of endorsements are canceled or modified.

Provider shall also secure from its insurance company or government self-insurance pool a limited endorsement stating that the company or pool will provide a legal defense to the County, its officers, employees or agents, including attorney's fees, costs, disbursements, and other expenses associated with such defense under this agreement, for any and all claims of any nature brought by third parties against the County, its officers, employees or agents, including attorney's fees, costs, disbursements, and other expenses associated with such defense under this agreement, for any and all claims of any nature brought by third parties against the County, its

officers, employees or agents which in any manner result from or arise out of this agreement. Such legal defense is not required if the County refuses to waive a potential conflict of interest that can be waived under the North Dakota Rules of Professional conduct. Said endorsement shall also provide that any attorney representing the County, its officers, employees or agents under this clause, must first qualify and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under NDCC. Section 54-12-08 and agree to follow the Special Assistant Attorney General Billing Policy.

XX. SEVERABILITY:

The parties agree that any term of provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

XXI. WAIVER:

The failure of the CCSSB to enforce any provisions of this contract shall not constitute a waiver by the CCSSB of that or any other provision.

XXII. MERGER CLAUSE:

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Provider, by the signature below of its authorized representative, hereby acknowledges that the Provider has read this agreement, understands it and agrees to be bound by its terms and conditions.

XXIII. PROVIDER IS AN INDEPENDENT CONTRACTOR:

This agreement shall not be construed to represent an employer/employee relationship. The Provider agrees to be responsible for any federal or state taxes applicable to this payment. Provider will not be eligible for any benefits from these contract payments of federal social security, unemployment insurance, or workmen's compensation, except as a self-employed individual. Provider is an independent contractor.

XXIV. INDEMNITY:

The Provider shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement.

The Provider shall save and hold harmless the CCSSB, its officers, agents, employees, and members, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of the Provider or its agents or employees under this agreement. The obligation shall continue after the termination of this agreement.

XXV. INTEGRATION AND MODIFICATION:

This contract constitutes the entire agreement between the Provider and the CCSSB. No alteration, amendment or modification in the provisions of this agreement shall be effective unless it is reduced to writing, signed by the parties and attached hereto.

XXVI. COLLATERAL CONTRACTS:

Where there exists any inconsistency between this agreement and other provisions of collateral contractual agreements which are made a part of this agreement by reference or otherwise, the provisions of this agreement shall control.

XXVII. NON-DISCRIMINATION:

The CCSSB makes available all services and assistance without regard to race, color, national origin, religion, age, sex, or handicap, and is subject to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1975, as amended. Persons who contract with or receive funds to provide services for CCSSB are obligated to abide by the provisions of these federal laws. Questions concerning the contractor's or provider's obligations under these acts may be directed to the CCSSB's representative as set forth in the signature block of this agreement, at the address established in the agreement, or the Branch Chief, Officer for Civil Rights, Region VIII, Federal Office Building, 1961 Stout Street, Denver, CO 82094.

Community Living Services
Provider

Cass County Social Services Board

By Date

By Date

Title

Title

Provider's Federal ID Number

PROVIDER ASSURANCES

- A. All licensing or other standards required by Federal and State Law and regulations and by ordinance of the city and county in which he services purchased hereunder are provided will be complied with in full for the duration of this contract.
- B. No qualified person (s) shall be denied services purchased hereunder, or be subjected to discrimination, because of race, religion, color, national origin, sex, age, or handicap.
- C. The Provider will abide by the provisions of Title VII of the Civil Rights Act of 1964 (42 USC 2000C) which prohibits discrimination against any employee or applicant for employment because of race, religion, color, national origin, sex, age or handicap. In addition, the Provider agrees to abide by Executive Order No. 11246, as amended by Executive Order No. 11375, which prohibits discrimination because of sex.
- D. The Provider will comply with Section 504 of the Rehabilitation Act of 1973, as amended, and all requirements imposed by and pursuant to regulations promulgated thereunder to the end that no otherwise qualified handicapped individual shall, solely by reason of their handicap, be excluded from participation in, be denied benefits of or be subjected to discrimination under any program in the provision of services under this agreement.
- E. The Provider will not, except upon the written consent of the affected individual or their responsible parent, guardian or custodian, use or cause to be used, any information concerning such individual for any purpose not directly connected with the Board or the Provider's responsibilities with respect to services purchased hereunder.
- F. Unless otherwise authorized by federal law, the charges to be made by the Provider do not include costs financed by federal monies other than those generated by this agreement.
- G. The Provider shall not assign this agreement.
- H. Provider assures that the sources from which it purchases goods and services used for the provision of the services described in the agreement will conform to applicable provisions of Executive Order 11346, Equal Opportunity.
- I. The Provider assures they have met the Basic National Standards for Homemaker/Personal Care Aide Services listed as follows:

STRUCTURE:

- Standard I. There shall be legal authorization to operate the agency.
- Standard II. There shall be a duly constituted authority and a government structure for assuring responsibility and for requiring accountability for performance.

Standard III. There shall be compliance with all legislation relating to prohibition of discriminatory practices.

Standard IV. There shall be responsible fiscal management.

STAFFING:

Standard V. There shall be responsible personnel management, including:

A. Appropriate processes used in the recruitment, selection, retention, and termination of homemakers:

B. Written personnel policies, job descriptions, and a wage scale established for each job category.

Standard VI. There shall be training provided to every homemaker-Personal Care aide for all services to be performed.

SERVICE:

Standard VII. There shall be written eligibility criteria for service and procedures for referral to other resources.

Standard VIII. There shall be two essential components of the service provided to every individual and/or family served:

A. Service of a supervised homemaker-personal care aide;

B. Service of professional persons responsible for case management functions.

COMMUNITY:

Standard IX. There shall be an active role assumed by the service in an ongoing assessment of community health and welfare needs and in planning to meet these needs.

Standard X. There shall be ongoing interpretation of the service to the community.

Standard XI. There shall be evaluation of all aspects of the service.

These standards were set by the National Home Caring Council, Copyright 1981.

J. The provider assures that the homemaker has not been convicted of a criminal offense in the past five years and/or not currently on probation or parole.

Addendum B

SERVICE MANUAL CHAPTER	DEFINITION	DEFINITION OF UNIT	MAXIMUM ALLOWABLE AUTHORIZATION	RATE NEGOTIATED
Homemaker *NDDHS Manual Chapter 625-05	The provision of non-personal (environmental support) tasks such as light housekeeping, laundry, meal planning and preparation that enables an individual to maintain as much independence and self-reliance as possible to continue living in their home.	Title XX \$6.99/15 min.	7 units/visit 26 visits/year	\$27.96/hr of direct client time

*NDDHS – North Dakota Department of Human Services

SERVICE MANUAL CHAPTER	DEFINITION	DEFINITION OF UNIT	MAXIMUM ALLOWABLE AUTHORIZATION	RATE NEGOTIATED
Personal Care Aide *NDDHS Manual Chapter 625-10	The provision of non-personal (environmental support) tasks such as light housekeeping, laundry, meal planning and preparation that enables an individual to maintain as much independence and self-reliance as possible to continue living in their home.	Title XX \$6.99/15 min.	\$20,000/year	\$27.96/hr of direct client time

SUBJECT: CONTRACTS

ADOPTED DATE: OCTOBER 2, 2000

PAGE 1 OF 1

All contracts which bind Cass County must contain the signature of the commission chairman. Prior to being placed on the commission agenda, the department head should forward the contract to the state's attorney for review.

A standardized form may be used when presenting contracts to the commission for approval as follows:

COMPANY REQUESTING CONTRACT: Fargo Cass Public Health

DATE OF REQUEST: 11/9/15 DATE OF EXPECTED RETURN
TO THE COMMISSION OFFICE: _____

DEPARTMENT HEAD RECOMMENDING SIGNATURE: 

STATE'S ATTORNEY SIGNATURE:  11/9/15

STATE'S ATTORNEY COMMENTS:
See Enclosed Comments. OTHERWISE
APPROVED AS TO FORM.

CHAIRMAN TO SIGN ORIGINAL AGREEMENT

Contracts shall be on a calendar-year basis, whenever possible.

As a part of the consent agenda for each regular commission meeting, the subject of "Contracts" will be automatically included.

Therefore, departments may submit contracts for board approval up to the day of each commission meeting. Contract approval will be subject to state's attorney review within five days after being approved by the county commission.

HISTORICAL REFERENCE DATE: MAY 4, 1992

PURCHASE OF SERVICE AGREEMENT

WHEREAS, the Cass County Social Service Board (CCSSB) 1010 2nd Ave. S, Fargo, ND 58103 has determined the services referred to in the paragraph below entitled "Scope of Service" should be purchased; and

WHEREAS, Fargo Cass Public Health
401 3rd Avenue North
Fargo, ND 58102

(Provider), proposes to provide those services;

NOW, THEREFORE, the CCSSB and the Provider enter into the following:

AGREEMENT

I. TERM OF THE AGREEMENT:

The term of this agreement shall be from January 1, 2016 through the December 31, 2016.

II. SCOPE OF SERVICE:

The Provider agrees to render in-home services to eligible individuals (Recipients) in Cass County, North Dakota. The Provider understands and agrees that eligibility will be determined solely by CCSSB. The Provider agrees that the specific services to be provided recipients, the definitions of those services, and related manual chapters are those set forth in Addendum B. In rendering services the Provider agrees to abide by the provisions of the North Dakota Department of Human Services Manual Chapter Policies and Procedures.

The Provider understands and agrees that the CCSSB will inform the provider of the name of the Recipients of services under the terms of this Agreement. The Provider further agrees to designate an individual to negotiate with a similarly designated individual from the CCSSB for the specific services to be provided recipients, the number of units of service to be provided recipients, and the compensation for recipients as set forth in paragraph III herein.

III. COMPENSATION:

- A. Compensation under the terms of this agreement shall not exceed the maximum amount allowed for the service provided under the terms of this contract. The maximum amount allowed for the service is set forth in Addendum B.
- B. The Provider understands and agrees that:
 - 1. Travel time will not be billed nor paid.
 - 2. The contracted rates are the maximum allowable and will cover all costs to provide a unit of service, as defined by this contract. CCSSB makes no guarantee of the number of hours that will be referred for service
 - 3. No release time or cancel time will be billed.

4. Supervisory time, charting time, training, client reassessment, and all other activities relating to program management are built into the rate.
 5. The Provider shall submit a complete billing for a service period to the CCSSB within 5 working days following the close of each service period. Such billing must be submitted with required information stated in "D" below.
 6. Payment will not be made for unauthorized services rendered by the Provider, nor for claimed services which CCSSB determines by contract monitoring, have not been provided as authorized or have been provided in excess of authorizations.
 7. No supplemental billings will be accepted by the CCSSB without prior notification to CCSSB of the need and justification for such a billing and authorization by the CCSSB to submit. Payment for authorized supplemental billing will be made as part of the next regular claim cycle.
 8. CCSSB will make payments within statutory requirements.
- C. The provider understands and agrees that Title XX/Cass County funded recipients will be screened by Cass County Social Services to determine eligibility. Both parties understand that units of service expended will be at the unit rate of \$6.79/unit. Compensation for Title XX/Cass County funded services cannot exceed \$20,000 during the 2015 calendar year.
- D. The CCSSB agrees to reimburse the Provider at the negotiated rates per Form #1699 upon the Provider's billing to the County Social Service Board. The billing must include the recipient's name, units of service per recipient, per date, and compensation being claimed. With each billing, the Provider must attest to the following statement:
- "I certify that the above information is true and correct. I understand that payment of this claim is payment in full. I further understand that any false claims made will constitute a violation that may result in prosecution."
- E. The provider agrees to accept the rate of payment as payment in full and shall not make demands on individual recipients of service, their family or guardian, for any additional compensation for these same services.

IV. PROVIDER'S UNDERSTANDING OF TERM OF FUNDING:

The Provider understands that this agreement is a one-time agreement, and acknowledges that it has been furnished no assurances that this agreement may be extended for periods beyond its termination date.

V. PROVIDER ASSURANCES:

The Provider agrees to comply with the applicable assurances set forth on Addendum A attached hereto.

VI. CHANGES:

If either party wishes to change this agreement, such change shall be effective only when mutually agreed to and incorporated by written amendment to the agreement.

VII. AUTHORITY TO CONTRACT:

The Provider shall not have the authority to contract for or on behalf of or incur obligations on behalf of the CCSSB. However, the Provider may sub-contract with qualified providers of services, provided that any such subcontract must acknowledge the binding nature of this agreement, and incorporate this agreement, together with its attachments. The Provider agrees to be solely responsible for the performance of any subcontractor.

VIII. TERMINATION:

This contract may be terminated by mutual consent of both parties, or by either party upon 30 day's notice, in writing, and delivered by certified mail or in person.

The CCSSB may terminate this contract effective upon delivery of written notice to the Provider, or at such later date as may be established by the CCSSB, under any of the following conditions:

- A. If CCSSB funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services, the contract may be modified to accommodate a reduction in funds.
- B. If federal state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
- C. If any license or certificate required by law or regulations to be held by the Provider to provide the services required by this contract is for any reason denied, revoked, or not renewed.
- D. If the Qualified Service Provider rate is increased by the State in July, discussions will occur which may result in modifications to accommodate for a potential increased rate.

Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

The CCSSB by written notice of default, including breach of contract, to the Provider may terminate the whole or any part of this agreement:

- A. If the Provider fails to provide services provided under the terms of this contract within the time specified herein or any extension thereof; or
- B. If the Provider fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the CCSSB, fails to correct such failures within 10 days or such longer period as the CCSSB may authorize.

The rights and remedies of the CCSSB provided in the above clause related to defaults, including breach of contract, by the Provider shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

IX. ACCESS TO RECORDS:

The CCSSB, ND Department of Human Services, Office of Attorney General of the State of North Dakota, the Federal Government, and their duly authorized representatives, shall have access to the books, documents, paper and records of the Provider which are pertinent, as determined by the CCSSB, to this contract for the purpose of making audit, examination, excerpts, and transcripts.

X. RETENTION OF RECORDS:

The Provider agrees to retain financial program records for a minimum period of three (3) years from the submission date of the State Medicaid Agency's HCFA-372 report. For the purpose of this agreement the submission date is December 31 of each year. Further, if the Provider has received more than \$25,000 with directly or indirectly, from all Federal sources and is subject to the provisions of the Single Audit Act of 1984, Public Law 98-502, then the provider will notify the CCSSB and will provide a schedule showing the funding for each State and/or Federal program.

XI. CONFIDENTIALITY:

The Provider will not, except upon the written consent of the recipients or their responsible parent, guardian, or custodian, use or cause to be used any information concerning such individual for any purpose not directly connected with the CCSSB's or the Provider's responsibilities with respect to services purchased hereunder.

XII. ASSIGNMENT:

The Provider shall not assign this agreement.

XIII. APPLICABLE LAW:

This agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

XIV. CAPTIONS:

The captions or headings in this agreement are for convenience only and in no way defined, limit, or describe the scope or intent of any provisions of this agreement.

XV. EXECUTION AND COUNTERPARTS:

This agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one of the same instrument.

XVI. AMENDMENTS:

The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

XVII. NOTICES:

All notices, certificates or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as set forth in the preamble to this agreement or at a place designated hereafter in writing by the parties.

XVIII. SUCCESSORS IN INTEREST:

The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

XIX. INSURANCE AND LEGAL DEFENSE:

It is the parties' intent that they each should pay any attorney's fees and legal defense costs resulting from or arising out of this agreement in the same proportion that each party's liability for the acts of its own officers, employees or agents bears to the parties' combined liability, if any, or pay such fees and costs equally when a claim against both parties is resolved and neither party is found liable, to the greatest extent the fees and costs are covered by the County's liability coverage or self-retention fund. The parties further intend that they be represented by the same attorney whenever reasonably possible and ethically permitted. If a claim against both parties is resolved and neither the County nor the Provider is found liable, the County shall reimburse the Provider or its company or pool for half the combined attorney's fees and legal defense costs of the County and Provider, or the amount of such fees and costs covered by the County's liability coverage or self-retention fund, whichever is less. If a claim against is resolved by one party but continues against the other party, each party will pay for half the combined attorney's fees and legal defense costs incurred on or before the date, or the amount of such fees and costs covered by the County's liability coverage or self-retention fund, whichever is less. After that date, the remaining party will be responsible for its own attorney's fees and legal defense costs. The County shall provide such reimbursement in accordance with the Special Assistant Attorney General Billing policy within thirty (30) days after the total amount of reimbursement can be determined.

Provider shall secure and keep in force during the term of this Agreement, from a company or pool authorized to provide the coverage in this County, general liability and errors and omissions coverage with minimum liability limits of \$250,000 per person and at least \$500,000 per occurrence covering its officers, employees, and agents for any and all claims of any nature which may in any manner result from or arise out of this Agreement. Provider shall furnish a certificate of insurance or memorandum of coverage and any endorsements required under this agreement to the undersigned County representative prior to commencement of this agreement, and shall also provide at least thirty (30) days' notice before such coverage of endorsements are canceled or modified.

Provider shall also secure from its insurance company or government self-insurance pool a limited endorsement stating that the company or pool will provide a legal defense to the County, its officers, employees or agents, including attorney's fees, costs, disbursements, and other expenses associated with such defense under this agreement, for any and all claims of any nature brought by third parties against the County, its officers, employees or agents, including attorney's fees, costs, disbursements, and other expenses associated with such defense under this agreement, for any and all claims of any nature brought by third parties against the County, its

officers, employees or agents which in any manner result from or arise out of this agreement. Such legal defense is not required if the County refuses to waive a potential conflict of interest that can be waived under the North Dakota Rules of Professional conduct. Said endorsement shall also provide that any attorney representing the County, its officers, employees or agents under this clause must first qualify and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under NDCC. Section 54-12-08 and agree to follow the Special Assistant Attorney General Billing Policy.

XX. SEVERABILITY:

The parties agree that any term of provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

XXI. WAIVER:

The failure of the CCSSB to enforce any provisions of this contract shall not constitute a waiver by the CCSSB of that or any other provision.

XXII. MERGER CLAUSE:

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Provider, by the signature below of its authorized representative, hereby acknowledges that the Provider has read this agreement, understands it and agrees to be bound by its terms and conditions.

XXIII. PROVIDER IS AN INDEPENDENT CONTRACTOR:

This agreement shall not be construed to represent an employer/employee relationship. The Provider agrees to be responsible for any federal or state taxes applicable to this payment. Provider will not be eligible for any benefits from these contract payments of federal social security, unemployment insurance, or workmen's compensation, except as a self-employed individual. Provider is an independent contractor.

XXIV. INDEMNITY:

The Provider shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement.

The Provider shall save and hold harmless the CCSSB, its officers, agents, employees, and members, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of the Provider or its agents or employees under this agreement. The obligation shall continue after the termination of this agreement. The obligation shall continue after the termination of this agreement.

XXV. INTEGRATION AND MODIFICATION:

This contract constitutes the entire agreement between the Provider and the CCSSB. No alteration, amendment or modification in the provisions of this agreement shall be effective unless it is reduced to writing, signed by the parties and attached hereto.

XXVI. COLLATERAL CONTRACTS:

Where there exists any inconsistency between this agreement and other provisions of collateral contractual agreements which are made a part of this agreement by reference or otherwise, the provisions of this agreement shall control.

XXVII. NON-DISCRIMINATION:

The CCSSB makes available all services and assistance without regard to race, color, national origin, religion, age, sex, or handicap, and is subject to Title VI of the Civil Rights Act of 1964. Section 504 of the Rehabilitation Act of 1975 as amended. Persons who contract with or receive funds to provide services for CCSSB are obligated to abide by the provisions of these federal laws. Questions concerning the contractor's or provider's obligations under these acts may be directed to the CCSSB's representative as set forth in the signature block of this agreement, at the address established in the agreement, or the Branch Chief, Officer for Civil Rights, Region VIII, Federal Office Building, 1961 Stout Street, Denver, CO 82094.

Fargo Cass Public Health
Provider

Cass County Social Service Board
Date

456002069
Provider's Federal ID Number

By Date

By Date

Title

Title

By Date

Title

PROVIDER ASSURANCES

- A. All licensing or other standards required by Federal and State Law and regulations and by ordinance of the city and county in which he services purchased hereunder are provided will be complied with in full for the duration of this contract.
- B. No qualified person (s) shall be denied services purchased hereunder, or be subjected to discrimination, because of race, religion, color, national origin, sex, age, or handicap.
- C. The Provider will abide by the provisions of Title VII of the Civil Rights Act of 1964 (42 USC 2000C) which prohibits discrimination against any employee or applicant for employment because of race, religion, color, national origin, sex, age or handicap. In addition, the Provider agrees to abide by Executive Order No. 11246, as amended by Executive Order No. 11375, which prohibits discrimination because of sex.
- D. The Provider will comply with Section 504 of the Rehabilitation Act of 1973, as amended, and all requirements imposed by and pursuant to regulations promulgated thereunder to the end that no otherwise qualified handicapped individual shall, solely by reason of their handicap, be excluded from participation in, be denied benefits of or be subjected to discrimination under any program in the provision of services under this agreement.
- E. The Provider will not, except upon the written consent of the affected individual or their responsible parent, guardian or custodian, use or cause to be used, any information concerning such individual for any purpose not directly connected with the Board or the Provider's responsibilities with respect to services purchased hereunder.
- F. Unless otherwise authorized by federal law, the charges to be made by the Provider do not include costs financed by federal monies other than those generated by this agreement.
- G. The Provider shall not assign this agreement.
- H. Provider assures that the sources from which it purchases goods and services used for the provision of the services described in the agreement will conform to applicable provisions of Executive Order 11346, Equal Opportunity.
- I. The Provider assures they have met the Basic National Standards for Homemaker/Personal Care Aide Services listed as follows:

STRUCTURE:

- Standard I. There shall be legal authorization to operate the agency.
- Standard II. There shall be a duly constituted authority and a government structure for assuring responsibility and for requiring accountability for performance.

Standard III. There shall be compliance with all legislation relating to prohibition of discriminatory practices.

Standard IV. There shall be responsible fiscal management.

STAFFING:

Standard V. There shall be responsible personnel management, including:

A. Appropriate processes used in the recruitment, selection, retention, and termination of homemaker-Personal Care aides:

B. Written personnel policies, job descriptions, and a wage scale established for each job category.

Standard VI. There shall be training provided to every homemaker-Personal Care aide for all services to be performed.

SERVICE:

Standard VII. There shall be written eligibility criteria for service and procedures for referral to other resources.

Standard VIII. There shall be two essential components of the service provided to every individual and/or family served:

A. Service of a supervised homemaker-personal care aide;

B. Service of professional persons responsible for case management functions.

COMMUNITY:

Standard IX. There shall be an active role assumed by the service in an ongoing assessment of community health and welfare needs and in planning to meet these needs.

Standard X. There shall be ongoing interpretation of the service to the community.

Standard XI. There shall be evaluation of all aspects of the service.

These standards were set by the National Home Caring Council, Copyright 1981.

J. The provider assures that the Personal Care Aide has not been convicted of a criminal offense in the past five years and/or not currently on probation or parole.

SERVICE AND MANUAL CHAPTER	DEFINITION	DEFINITION OF UNIT	MAXIMUM ALLOWABLE AUTHORIZATION	RATE NEGOTIATED
Homemaker *NDDHS Manual Chapter 625-05	The intermittent or occasional provision of personal support care tasks/activities that enables an individual to maintain as much independent and self-reliance as possible to continue living in their home.	Title XX \$6.79/15 min.	7 units/visit 26 visits/year	\$27.16/hr of direct client time

*NDDHS – North Dakota Department of Human Services

SERVICE MANUAL CHAPTER	DEFINITION	DEFINITION OF UNIT	MAXIMUM ALLOWABLE AUTHORIZATION	RATE NEGOTIATED
Personal Care Aide *NDDHS Manual Chapter 625-10	The provision of non-personal (environmental support) tasks such as light housekeeping, laundry, meal planning and preparation that enables an individual to maintain as much independence and self-reliance as possible to continue living in their home.	Title XX \$6.79/15 min.	\$20,000/year	\$27.16/hr of direct client time

SUBJECT: CONTRACTS

ADOPTED DATE: OCTOBER 2, 2000

PAGE 1 OF 1

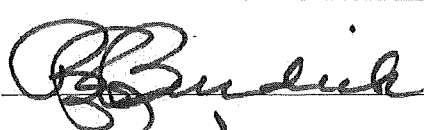
All contracts which bind Cass County must contain the signature of the commission chairman. Prior to being placed on the commission agenda, the department head should forward the contract to the state's attorney for review.

A standardized form may be used when presenting contracts to the commission for approval as follows:

COMPANY REQUESTING CONTRACT: Spectrum

DATE OF REQUEST: 11/9/15 DATE OF EXPECTED RETURN
TO THE COMMISSION OFFICE: _____

DEPARTMENT HEAD RECOMMENDING SIGNATURE: 

STATE'S ATTORNEY SIGNATURE:  11/9/15

STATE'S ATTORNEY COMMENTS:
See ENCLOSED COMMENTS. OTHERWISE
APPROVED AS TO FORM.

CHAIRMAN TO SIGN ORIGINAL AGREEMENT

Contracts shall be on a calendar-year basis, whenever possible.

As a part of the consent agenda for each regular commission meeting, the subject of "Contracts" will be automatically included.

Therefore, departments may submit contracts for board approval up to the day of each commission meeting. Contract approval will be subject to state's attorney review within five days after being approved by the county commission.

HISTORICAL REFERENCE DATE: MAY 4, 1992

PURCHASE OF SERVICE AGREEMENT

WHEREAS, the Cass County Social Service Board (CCSSB) 1010 2nd Ave. S, Fargo, ND 58103 has determined the services referred to in the paragraph entitled "Scope of Service" should be purchased; and

WHEREAS, Spectrum Home Care Fargo
4650 Amber Valley Parkway, Suite #3
Fargo, ND 58104

(Provider), proposes to provide those services;

NOW, THEREFORE, the CCSSB and Spectrum Home Care Fargo enter into the following:

AGREEMENT

I. TERM OF THE AGREEMENT:

The term of this agreement shall be from January 1, 2016 through December 31, 2016.

II. SCOPE OF SERVICE:

The Provider agrees to render in-home services to eligible individuals (Recipients) in Cass County, North Dakota. The Provider understands and agrees that eligibility will be determined solely by CCSSB. The Provider agrees that the specific services to be provided recipients, the definitions of those services, and related manual chapters are those set forth in Addendum B. In rendering services the Provider agrees to abide by the provisions of the North Dakota Department of Human Services Manual Chapter Policies and Procedures.

The Provider understands and agrees that the CCSSB will inform the provider of the name of the Recipients of services under the terms of this Agreement. The Provider further agrees to designate an individual to negotiate with a similarly designated individual from the CCSSB for the specific services to be provided recipients, the number of units of service to be provided recipients, and the compensation for recipients as set forth in paragraph III herein.

III. COMPENSATION:

- A. Compensation under the terms of this agreement shall not exceed the maximum amount allowed for the service provided under the terms of this contract. The maximum amount allowed for the service is set forth in Addendum B.
- B. The Provider understands and agrees that:
 1. Travel time will not be billed nor paid.
 2. The contracted rates are the maximum allowable and will cover all costs to provide a unit of service, as defined by this contract. CCSSB makes no guarantee of the number of hours that will be referred for service.
 3. No release time or cancel time will be billed.
 4. Supervisory time, charting time, training, client reassessment, and all other activities relating to program management are built into the rate.

5. The Provider shall submit a complete billing for a service period to the CCSSB within 5 working days following the close of each service period. Such billing must be submitted with required information stated in "D" below.
 6. Payment will not be made for unauthorized services rendered by the Provider, nor for claimed services which CCSSB determines by contract monitoring, have not been provided as authorized or have been provided in excess of authorizations.
 7. No supplemental billings will be accepted by the CCSSB without prior notification to CCSSB of the need and justification for such a billing and authorization by the CCSSB to submit. Payment for authorized supplemental billing will be made as part of the next regular claim cycle.
 8. CCSSB will make payments within statutory requirements.
- C. The provider understands and agrees that Title XX/Cass County funded recipients will be screened by Cass County Social Services to determine eligibility. Both parties understand that units of service expended will be at the unit rate of \$6.99/unit.
- D. The CCSSB agrees to reimburse the Provider at the negotiated rates per Form #1699 upon the Provider's billing to the County Social Service Board. The billing must include the recipient's name, units of service per recipient, per date, and compensation being claimed. With each billing, the Provider must attest to the following statement:
- "I certify that the above information is true and correct. I understand that payment of this claim is payment in full. I further understand that any false claims made will constitute a violation that may result in prosecution."
- E. The provider agrees to accept the rate of payment as payment in full and shall not make demands on individual recipients of service, their family or guardian, for any additional compensation for these same services.

IV. PROVIDER'S UNDERSTANDING OF TERM OF FUNDING:

The Provider understands that this agreement is a one-time agreement, and acknowledges that it has been furnished no assurances that this agreement may be extended for periods beyond its termination date.

V. PROVIDER ASSURANCES:

The Provider agrees to comply with the applicable assurances set forth on Addendum A attached hereto.

VI. CHANGES:

If either party wishes to change this agreement, such change shall be effective only when mutually agreed to and incorporated by written amendment to the agreement.

VII. AUTHORITY TO CONTRACT:

The Provider shall not have the authority to contract for or on behalf of or incur obligations on behalf of the CCSSB. However, the Provider may sub-contract with qualified providers of services, provided that any such subcontract must acknowledge the binding nature of this

agreement, and incorporate this agreement, together with its attachments. The Provider agrees to be solely responsible for the performance of any subcontractor.

VIII. TERMINATION:

This contract may be terminated by mutual consent of both parties, or by either party upon 30 day's notice, in writing, and delivered by certified mail or in person.

The CCSSB may terminate this contract effective upon delivery of written notice to the Provider, or at such later date as may be established by the CCSSB, under any of the following conditions:

- A. If CCSSB funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services, the contract may be modified to accommodate a reduction in funds.
- B. If federal state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
- C. If any license or certificate required by law or regulations to be held by the Provider to provide the services required by this contract is for any reason denied, revoked, or not renewed.
- D. If the Qualified Service Provider rate is increased by the State in July, discussions will occur which may result in modifications to accommodate for a potential increased rate.

Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

The CCSSB by written notice of default, including breach of contract, to the Provider may terminate the whole or any part of this agreement:

- A. If the Provider fails to provide services provided under the terms of this contract within the time specified herein or any extension thereof; or
- B. If the Provider fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the CCSSB, fails to correct such failures within 10 days or such longer period as the CCSSB may authorize.

The rights and remedies of the CCSSB provided in the above clause related to defaults, including breach of contract, by the Provider shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

IX. ACCESS TO RECORDS:

The CCSSB, ND Department of Human Services, Office of Attorney General of the State of North Dakota, the Federal Government, and their duly authorized representatives, shall have access to the books, documents, paper and records of the Provider which are pertinent, as determined by the CCSSB, to this contract for the purpose of making audit, examination, excerpts, and transcripts.

X. RETENTION OF RECORDS:

The Provider agrees to retain financial program records for a minimum period of three (3) years from the submission date of the State Medicaid Agency's HCFA-372 report. For the purpose of this agreement the submission date is December 31 of each year. Further, if the Provider has received more than \$25,000 directly or indirectly, from all Federal sources and is subject to the provisions of the Single Audit Act of 1984, Public Law 98-502, then the provider will notify the CCSSB and will provide a schedule showing the funding for each State and/or Federal program.

XI. CONFIDENTIALITY:

The Provider will not, except upon the written consent of the recipients or their responsible parent, guardian, or custodian, use or cause to be used any information concerning such individual for any purpose not directly connected with the CCSSB's or the Provider's responsibilities with respect to services purchased hereunder.

XII. ASSIGNMENT:

The Provider shall not assign this agreement.

XIII. APPLICABLE LAW:

This agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

XIV. CAPTIONS:

The captions or headings in this agreement are for convenience only and in no way defined, limit, or describe the scope or intent of any provisions of this agreement.

XV. EXECUTION AND COUNTERPARTS:

This agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one of the same instrument.

XVI. AMENDMENTS:

The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

XVII. NOTICES:

All notices, certificates or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as set forth in the preamble to this agreement or at a place designated hereafter in writing by the parties.

XVIII. SUCCESSORS IN INTEREST:

The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

XIX. INSURANCE AND LEGAL DEFENSE

It is the parties' intent that they each should pay any attorney's fees and legal defense costs resulting from or arising out of this agreement in the same proportion that each party's liability for the acts of its own officers, employees or agents bears to the parties' combined liability, if any, or pay such fees and costs equally when a claim against both parties is resolved and neither party is found liable, to the greatest extent the fees and costs are covered by the County's liability coverage or self-retention fund. The parties further intend that they be represented by the same attorney whenever reasonably possible and ethically permitted. If a claim against is resolved by one party but continues against the other party, each party will pay for half the combined attorney's fees and legal defense costs incurred on or before the date, or the amount of such fees and costs covered by the County's liability coverage or self-retention fund, whichever is less. After that date, the remaining party will be responsible for its own attorney's fees and legal defense costs. The County shall provide such reimbursement in accordance with the Special Assistant Attorney General Billing policy within thirty (30) days after the total amount of reimbursement can be determined.

Provider shall secure and keep in force during the term of this Agreement, from a company or pool authorized to provide the coverage in this County, general liability and errors and omissions coverage with minimum liability limits of \$250,000 per person and at least \$500,000 per occurrence covering its officers, employees, and agents for any and all claims of any nature which may in any manner result from or arise out of this Agreement. Provider shall furnish a certificate of insurance or memorandum of coverage and any endorsements required under this agreement to the undersigned County representative prior to commencement of this agreement, and shall also provide at least thirty (30) days' notice before such coverage of endorsements are canceled or modified.

Provider shall also secure from its insurance company or government self-insurance pool a limited endorsement stating that the company or pool will provide a legal defense to the County, its officers, employees or agents, including attorney's fees, costs, disbursements, and other expenses associated with such defense under this agreement, for any and all claims of any nature brought by third parties against the County, its officers, employees or agents, including attorney's fees, costs, disbursements, and other expenses associated with such defense under this agreement, for any and all claims of any nature brought by third parties against the County, its officers, employees or agents which in any manner result from or arise out of this agreement. Such legal defense is not required if the County refuses to waive a potential conflict of interest that can be waived under the North Dakota Rules of Professional conduct. Said endorsement shall also provide that any attorney representing the County, its officers, employees or agents under this clause must first qualify and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under NDCC. Section 54-12-08 and agree to follow the Special Assistant Attorney General Billing Policy.

XX. SEVERABILITY:

The parties agree that any term of provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

XXI. WAIVER:

The failure of the CCSSB to enforce any provisions of this contract shall not constitute a waiver by the CCSSB of that or any other provision.

XXII. MERGER CLAUSE:

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Provider, by the signature below of its authorized representative, hereby acknowledges that the Provider has read this agreement, understands it and agrees to be bound by its terms and conditions.

XXIII. PROVIDER IS AN INDEPENDENT CONTRACTOR:

This agreement shall not be construed to represent an employer/employee relationship. The Provider agrees to be responsible for any federal or state taxes applicable to this payment. Provider will not be eligible for any benefits from these contract payments of federal social security, unemployment insurance, or workmen's compensation, except as a self-employed individual. Provider is an independent contractor.

XXIV. INDEMNITY:

The Provider shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement.

The Provider shall save and hold harmless the CCSSB, its officers, agents, employees, and members, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of the Provider or its agents or employees under this agreement. The obligation shall continue after the termination of this agreement.

XXV. INTEGRATION AND MODIFICATION:

This contract constitutes the entire agreement between the Provider and the CCSSB. No alteration, amendment or modification in the provisions of this agreement shall be effective unless it is reduced to writing, signed by the parties and attached hereto.

XXVI. COLLATERAL CONTRACTS:

Where there exists any inconsistency between this agreement and other provisions of collateral contractual agreements which are made a part of this agreement by reference or otherwise, the provisions of this agreement shall control.

XXVII. NON-DISCRIMINATION:

The CCSSB makes available all services and assistance without regard to race, color, national origin, religion, age, sex, or handicap, and is subject to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1975 as amended. Persons who contract with or receive funds to provide services for CCSSB are obligated to abide by the provisions of these federal laws. Questions concerning the contractor's or provider's obligations under these acts may be directed to the CCSSB's representative as set forth in the signature block of this agreement, at the address established in the agreement, or the Branch Chief, Officer for Civil Rights, Region VIII, Federal Office Building, 1961 Stout Street, Denver, CO 82094.

Spectrum Home Care
Provider

Cass County Social Service Board

By Date

By Date

Title

Title

Provider's Federal ID Number

PROVIDER ASSURANCES

- A. All licensing or other standards required by Federal and State Law and regulations and by ordinance of the city and county in which he services purchased hereunder are provided will be complied with in full for the duration of this contract.
- B. No qualified person (s) shall be denied services purchased hereunder, or be subjected to discrimination, because of race, religion, color, national origin, sex, age, or handicap.
- C. The Provider will abide by the provisions of Title VII of the Civil Rights Act of 1964 (42 USC 2000C) which prohibits discrimination against any employee or applicant for employment because of race, religion, color, national origin, sex, age or handicap. In addition, the Provider agrees to abide by Executive Order No. 11246, as amended by Executive Order No. 11375, which prohibits discrimination because of sex.
- D. The Provider will comply with Section 504 of the Rehabilitation Act of 1973, as amended, and all requirements imposed by and pursuant to regulations promulgated thereunder to the end that no otherwise qualified handicapped individual shall, solely by reason of their handicap, be excluded from participation in, be denied benefits of or be subjected to discrimination under any program in the provision of services under this agreement.
- E. The Provider will not, except upon the written consent of the affected individual or their responsible parent, guardian or custodian, use or cause to be used, any information concerning such individual for any purpose not directly connected with the Board or the Provider's responsibilities with respect to services purchased hereunder.
- F. Unless otherwise authorized by federal law, the charges to be made by the Provider do not include costs financed by federal monies other than those generated by this agreement.
- G. The Provider shall not assign this agreement.
- H. Provider assures that the sources from which it purchases goods and services used for the provision of the services described in the agreement will conform to applicable provisions of Executive Order 11346, Equal Opportunity.
- I. The Provider assures they have met the Basic National Standards for Homemaker/Personal Care Aide Services listed as follows:

STRUCTURE:

- Standard I. There shall be legal authorization to operate the agency.
- Standard II. There shall be a duly constituted authority and a government structure for assuring responsibility and for requiring accountability for performance.

- Standard III. There shall be compliance with all legislation relating to prohibition of discriminatory practices.
- Standard IV. There shall be responsible fiscal management.

STAFFING:

- Standard V. There shall be responsible personnel management, including:
- A. Appropriate processes used in the recruitment, selection, retention, and termination of homemakers:
 - B. Written personnel policies, job descriptions, and a wage scale established for each job category.
- Standard VI. There shall be training provided to every homemaker-Personal Care aide for all services to be performed.

SERVICE:

- Standard VII. There shall be written eligibility criteria for service and procedures for referral to other resources.
- Standard VIII. There shall be two essential components of the service provided to every individual and/or family served:
- A. Service of a supervised homemaker-personal care aide;
 - B. Service of professional persons responsible for case management functions.

COMMUNITY:

- Standard IX. There shall be an active role assumed by the service in an ongoing assessment of community health and welfare needs and in planning to meet these needs.
- Standard X. There shall be ongoing interpretation of the service to the community.
- Standard XI. There shall be evaluation of all aspects of the service.

These standards were set by the National Home Caring Council, Copyright 1981.

- J. The provider assures that the homemaker has not been convicted of a criminal offense in the past five years and/or not currently on probation or parole.

Addendum B

SERVICE MANUAL CHAPTER	DEFINITION	DEFINITION OF UNIT	MAXIMUM ALLOWABLE AUTHORIZATION	RATE NEGOTIATED
Homemaker *NDDHS Manual Chapter 625-05	The provision of non-personal (environmental support) tasks such as light housekeeping, laundry, meal planning and preparation that enables an individual to maintain as much independence and self-reliance as possible to continue living in their home.	Title XX \$6.99/15 min.	7 units/visit 26 visits/year	\$27.96/hr of direct client time

SERVICE MANUAL CHAPTER	DEFINITION	DEFINITION OF UNIT	MAXIMUM ALLOWABLE AUTHORIZATION	RATE NEGOTIATED
Personal Care Aide *NDDHS Manual Chapter 625-10	The provision of non-personal (environmental support) tasks such as light housekeeping, laundry, meal planning and preparation that enables an individual to maintain as much independence and self-reliance as possible to continue living in their home.	Title XX \$6.99/15 min.	\$20,000/year	\$27.96/hr of direct client time

*NDDHS – North Dakota Department of Human Services

SUBJECT: CONTRACTS

ADOPTED DATE: OCTOBER 2, 2000

PAGE 1 OF 1


All contracts which bind Cass County must contain the signature of the commission chairman. Prior to being placed on the commission agenda, the department head should forward the contract to the state's attorney for review.

A standardized form may be used when presenting contracts to the commission for approval as follows:

COMPANY REQUESTING CONTRACT: Sanford

DATE OF REQUEST: 11/9/15 DATE OF EXPECTED RETURN
TO THE COMMISSION OFFICE: _____

DEPARTMENT HEAD RECOMMENDING SIGNATURE: 

STATE'S ATTORNEY SIGNATURE:  11/9/15

STATE'S ATTORNEY COMMENTS:
See ENCLOSED COMMENTS. OTHERWISE
APPROVED AS TO FORM.

CHAIRMAN TO SIGN ORIGINAL AGREEMENT

Contracts shall be on a calendar-year basis, whenever possible.

As a part of the consent agenda for each regular commission meeting, the subject of "Contracts" will be automatically included.

Therefore, departments may submit contracts for board approval up to the day of each commission meeting. Contract approval will be subject to state's attorney review within five days after being approved by the county commission.

HISTORICAL REFERENCE DATE: MAY 4, 1992

PURCHASE OF SERVICE AGREEMENT

WHEREAS, the Cass County Social Service Board (CCSSB) 1010 2nd Ave. S, Fargo, ND 58103 has determined the services referred to in the paragraph entitled "Scope of Service" should be purchased; and

WHEREAS, Sanford Medical Center, Fargo
dba Sanford Home Care
1711 South University Drive
Fargo, ND 58103

(Provider), proposes to provide those services;

NOW, THEREFORE, the CCSSB and Provider enter into the following:

AGREEMENT

I. TERM OF THE AGREEMENT:

The term of this agreement shall be from January 1, 2016 through December 31, 2016.

II. SCOPE OF SERVICE:

The Provider agrees to render in-home services to eligible individuals (Recipients) in Cass County, North Dakota. The Provider understands and agrees that eligibility will be determined solely by CCSSB. The Provider agrees that the specific services to be provided recipients, the definitions of those services, and related manual chapters are those set forth in Addendum B. In rendering services the Provider agrees to abide by the provisions of the North Dakota Department of Human Services Manual Chapter Policies and Procedures.

The Provider understands and agrees that the CCSSB will inform the provider of the name of the Recipients of services under the terms of this Agreement. The Provider further agrees to designate an individual to negotiate with a similarly designated individual from the CCSSB for the specific services to be provided recipients, the number of units of service to be provided recipients, and the compensation for recipients as set forth in paragraph III herein.

III. COMPENSATION:

- A. Compensation under the terms of this agreement shall not exceed the maximum amount allowed for the service provided under the terms of this contract. The maximum amount allowed for the service is set forth in Addendum B.
- B. The Provider understands and agrees that:
 1. Travel time will not be billed nor paid.
 2. The contracted rates are the maximum allowable and will cover all costs to provide a unit of service, as defined by this contract. CCSSB makes no guarantee of the number of hours that will be referred for service.
 3. No release time or cancel time will be billed.
 4. Supervisory time, charting time, training, client reassessment, and all other activities relating to program management are built into the rate.

5. The Provider shall submit a complete billing for a service period to the CCSSB within five (5) working days following the close of each service period. Such billing must be submitted with required information stated in "D" below.
 6. Payment will not be made for unauthorized services rendered by the Provider, nor for claimed services which CCSSB determines by contract monitoring, have not been provided as authorized or have been provided in excess of authorizations.
 7. No supplemental billings will be accepted by the CCSSB without prior notification to CCSSB of the need and justification for such a billing and authorization by the CCSSB to submit. Payment for authorized supplemental billing will be made as part of the next regular claim cycle.
 8. CCSSB will make payments within statutory requirements.
- C. The provider understands and agrees that Title XX/Cass County funded recipients will be screened by Cass County Social Services to determine eligibility. Both parties understand that units of service expended will be at the unit rate of \$5.00/unit for homemaker services and \$6.00/unit for personal care for the period of January 1, 2016 through December 31, 2016.
- D. The CCSSB agrees to reimburse the Provider at the negotiated rates per Form #1699 upon the Provider's billing to the County Social Service Board. The billing must include the recipient's name, units of service per recipient, per date, and compensation being claimed. With each billing, the Provider must attest to the following statement:
- "I certify that the above information is true and correct. I understand that payment of this claim is payment in full. I further understand that any false claims made will constitute a violation that may result in prosecution."
- E. The provider agrees to accept the rate of payment as payment in full and shall not make demands on individual recipients of service, their family or guardian, for any additional compensation for these same services.

IV. PROVIDER'S UNDERSTANDING OF TERM OF FUNDING:

The Provider understands that this agreement is a one-time agreement, and acknowledges that it has been furnished no assurances that this agreement may be extended for periods beyond its termination date.

V. PROVIDER ASSURANCES:

The Provider agrees to comply with the applicable assurances set forth on Addendum A attached hereto.

VI. CHANGES:

If either party wishes to change this agreement, such change shall be effective only when mutually agreed to and incorporated by written amendment to the agreement.

VII. AUTHORITY TO CONTRACT:

The Provider shall not have the authority to contract for or on behalf of or incur obligations on behalf of the CCSSB. However, the Provider may sub-contract with qualified providers of services, provided that any such subcontract must acknowledge the binding nature of this agreement, and incorporate this agreement, together with its attachments. The Provider agrees to be solely responsible for the performance of any subcontractor.

VIII. TERMINATION:

This contract may be terminated by mutual consent of both parties, or by either party upon 30 day's notice, in writing, and delivered by certified mail or in person.

The CCSSB may terminate this contract effective upon delivery of written notice to the Provider, or at such later date as may be established by the CCSSB, under any of the following conditions:

- A. If CCSSB funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services, the contract may be modified to accommodate a reduction in funds.
- B. If federal state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
- C. If any license or certificate required by law or regulations to be held by the Provider to provide the services required by this contract is for any reason denied, revoked, or not renewed.
- D. If the Qualified Service Provider rate is increased by the State in July, discussions will occur which may result in modifications to accommodate for a potential increased rate.

Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

The CCSSB by written notice of default, including breach of contract, to the Provider may terminate the whole or any part of this agreement:

- A. If the Provider fails to provide services provided under the terms of this contract within the time specified herein or any extension thereof; or
- B. If the Provider fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the CCSSB, fails to correct such failures within 10 days or such longer period as the CCSSB may authorize.

The rights and remedies of the CCSSB provided in the above clause related to defaults, including breach of contract, by the Provider shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

IX. ACCESS TO RECORDS:

The CCSSB, ND Department of Human Services, Office of Attorney General of the State of North Dakota, the Federal Government, and their duly authorized representatives, shall have access to the books, documents, paper and records of the Provider which are pertinent, as determined by the CCSSB, to this contract for the purpose of making audit, examination, excerpts, and transcripts.

X. RETENTION OF RECORDS:

The Provider agrees to retain financial program records for a minimum period of three (3) years from the submission date of the State Medicaid Agency's HCFA-372 report. For the purpose of this agreement the submission date is December 31 of each year. Further, if the Provider has received more than \$25,000 with directly or indirectly, from all Federal sources and is subject to the provisions of the Single Audit Act of 1984, Public Law 98-502, then the provider will notify the CCSSB and will provide a schedule showing the funding for each State and/or Federal program.

XI. CONFIDENTIALITY:

The Provider will not, except upon the written consent of the recipients or their responsible parent, guardian, or custodian, use or cause to be used any information concerning such individual for any purpose not directly connected with the CCSSB's or the Provider's responsibilities with respect to services purchased hereunder.

XII. ASSIGNMENT:

The Provider shall not assign this agreement.

XIII. APPLICABLE LAW:

This agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

XIV. CAPTIONS:

The captions or headings in this agreement are for convenience only and in no way defined, limit, or describe the scope or intent of any provisions of this agreement.

XV. EXECUTION AND COUNTERPARTS:

This agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one of the same instrument.

XVI. AMENDMENTS:

The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

XVII. NOTICES:

All notices, certificates or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as set forth in the preamble to this agreement or at a place designated hereafter in writing by the parties.

XVIII. SUCCESSORS IN INTEREST:

The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

XIX. INSURANCE AND LEGAL DEFENSE:

Provider shall provide insurance coverage for the service provided by Provider under this Agreement, secure and keep in force during the term of this agreement from insurance companies, self-insurance pools, captive insurance programs, insurance trust or self-retention funds, the following insurance coverages:

- 1) Commercial general liability, including premises or operations, contractual and products or completed operations coverage (if applicable), with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 3) Workers compensation coverage meeting all statutory requirements. The policy shall provide coverage for all states operation that apply to the performance of this contract.
- 4) Professional errors and omissions with minimum liability limits of \$1,000,000 per occurrence and in the aggregate. Upon termination of coverage, Provider shall assure continued coverage of claims that may arise from Provider's services provided under this agreement through purchase of "tail coverage" or continuation of coverage through any replacement or renewal policy.

The insurance coverages listed above must meet the following additional requirements:

- 1) Any deductible or self-insured retention amount or similar obligation under the policies shall be the sole responsibility of Provider.
- 2) The County and its agencies, officers and employees shall be endorsed on the commercial general liability policy as additional insured.
- 3) The insurance required in this agreement, through a policy or endorsement, shall include:
 - a) a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the County;
 - b) a provision that the policy and endorsements may not be canceled without thirty (30) days' prior written notice to the County;

- c) provision that Provider's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the County and that any insurance, self-insurance or self-retention maintained by the County shall be excess of Provider's insurance and shall not contribute with it; and
 - d) cross liability/severability of interest coverage for all policies and endorsements.
- 4) Provider shall furnish a certificate of insurance to the County representative prior to commencement of this agreement.
- 5) Failure to provide insurance as required in this section is a material breach of contract entitling County to terminate this agreement immediately.

XX. SEVERABILITY:

The parties agree that any term of provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

XXI. WAIVER:

The failure of the CCSSB to enforce any provisions of this contract shall not constitute a waiver by the CCSSB of that or any other provision.

XXII. MERGER CLAUSE:

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Provider, by the signature below of its authorized representative, hereby acknowledges that the Provider has read this agreement, understands it and agrees to be bound by its terms and conditions.

XXIII. PROVIDER IS AN INDEPENDENT CONTRACTOR:

This agreement shall not be construed to represent an employer/employee relationship. The Provider agrees to be responsible for any federal or state taxes applicable to this payment. Provider will not be eligible for any benefits from these contract payments of federal Social Security, unemployment insurance, or workmen's compensation; except as a self-employed individual. Provider is an independent contractor.

XXIV. INDEMNITY:

Provider agrees to defend, indemnify and hold harmless Cass County, its agencies, officers and employees (County), from claims resulting from the errors, acts, negligence, or omissions of Provider or its employees and agents, including all costs, expenses and attorneys' fees, in connection with the services provided by Provider under this Agreement. The legal defense provided by Provider to the County under this provision must be free of any conflicts of interest,

even if retention of separate legal counsel for the County is necessary. Provider also agrees to defend, indemnify, and hold the County harmless for all costs, expenses and attorneys' fees incurred in establishing and litigating the indemnification coverage provided herein. The obligation shall continue after the termination of this agreement.

XXV. INTEGRATION AND MODIFICATION:

This contract constitutes the entire agreement between the Provider and the CCSSB. No alteration, amendment or modification in the provisions of this agreement shall be effective unless it is reduced to writing, signed by the parties and attached hereto.

XXVI. COLLATERAL CONTRACTS:

Where there exists any inconsistency between this agreement and other provisions of collateral contractual agreements which are made a part of this agreement by reference or otherwise, the provisions of this agreement shall control.

XXVII. NON-DISCRIMINATION:

The CCSSB makes available all services and assistance without regard to race, color, national origin, religion, age, sex, or handicap, and is subject to Title VI of the Civil Rights Act of 1964. Section 504 of the Rehabilitation Act of 1975 as amended. Persons who contract with or receive funds to provide services for CCSSB are obligated to abide by the provisions of these federal laws. Questions concerning the contractor's or provider's obligations under these acts may be directed to the CCSSB's representative as set forth in the signature block of this agreement, at the address established in the agreement, or the Branch Chief, Officer for Civil Rights, Region VIII, Federal Office Building, 1961 Stout Street, Denver, CO 82094.

Sanford Medical Center, Fargo
dba Sanford Home Care
Provider

Cass County Social Service Board

By Date

By Date

Title

Title

Provider's Federal ID Number

PROVIDER ASSURANCES

- A. All licensing or other standards required by Federal and State Law and regulations and by ordinance of the city and county in which he services purchased hereunder are provided will be complied with in full for the duration of this contract.
- B. No qualified person (s) shall be denied services purchased hereunder, or be subjected to discrimination, because of race, religion, color, national origin, sex, age, or handicap.
- C. The Provider will abide by the provisions of Title VII of the Civil Rights Act of 1964 (42 USC 2000C) which prohibits discrimination against any employee or applicant for employment because of race, religion, color, national origin, sex, age or handicap. In addition, the Provider agrees to abide by Executive Order No. 11246, as amended by Executive Order No. 11375, which prohibits discrimination because of sex.
- D. The Provider will comply with Section 504 of the Rehabilitation Act of 1973, as amended, and all requirements imposed by and pursuant to regulations promulgated thereunder to the end that no otherwise qualified handicapped individual shall, solely by reason of their handicap, be excluded from participation in, be denied benefits of or be subjected to discrimination under any program in the provision of services under this agreement.
- E. The Provider will not, except upon the written consent of the affected individual or their responsible parent, guardian or custodian, use or cause to be used, any information concerning such individual for any purpose not directly connected with the Board or the Provider's responsibilities with respect to services purchased hereunder.
- F. Unless otherwise authorized by federal law, the charges to be made by the Provider do not include costs financed by federal monies other than those generated by this agreement.
- G. The Provider shall not assign this agreement.
- H. Provider assures that the sources from which it purchases goods and services used for the provision of the services described in the agreement will conform to applicable provisions of Executive Order 11346, Equal Opportunity.
- I. The Provider assures they have met the Basic National Standards for Homemaker/Personal Care Aide Services listed as follows:

STRUCTURE:

- Standard I. There shall be legal authorization to operate the agency.
- Standard II. There shall be a duly constituted authority and a government structure for assuring responsibility and for requiring accountability for performance.

- Standard III. There shall be compliance with all legislation relating to prohibition of discriminatory practices.
- Standard IV. There shall be responsible fiscal management.

STAFFING:

- Standard V. There shall be responsible personnel management, including:
- A. Appropriate processes used in the recruitment, selection, retention, and termination of homemakers:
 - B. Written personnel policies, job descriptions, and a wage scale established for each job category.
- Standard VI. There shall be training provided to every homemaker-Personal Care aide for all services to be performed.

SERVICE:

- Standard VII. There shall be written eligibility criteria for service and procedures for referral to other resources.
- Standard VIII. There shall be two essential components of the service provided to every individual and/or family served:
- A. Service of a supervised homemaker-personal care aide;
 - B. Service of professional persons responsible for case management functions.

COMMUNITY:

- Standard IX. There shall be an active role assumed by the service in an ongoing assessment of community health and welfare needs and in planning to meet these needs.
- Standard X. There shall be ongoing interpretation of the service to the community.
- Standard XI. There shall be evaluation of all aspects of the service.

These standards were set by the National Home Caring Council, Copyright 1981.

- J. The provider assures that the homemaker has not been convicted of a criminal offense in the past five years and/or not currently on probation or parole.

Addendum B

SERVICE MANUAL CHAPTER	DEFINITION	DEFINITION OF UNIT	MAXIMUM ALLOWABLE AUTHORIZATION	RATE NEGOTIATED
Homemaker *NDDHS Manual Chapter 625-05	The provision of non-personal (environmental support) tasks such as light housekeeping, laundry, meal planning and preparation that enables an individual to maintain as much independence and self-reliance as possible to continue living in their home.	Title XX \$5.00/15 min.	7 units/visit 26 visits/year	\$20.00/hr of direct client time

*NDDHS – North Dakota Department of Human Services

SERVICE MANUAL CHAPTER	DEFINITION	DEFINITION OF UNIT	MAXIMUM ALLOWABLE AUTHORIZATION	RATE NEGOTIATED
Personal Care Aide *NDDHS Manual Chapter 625-10	The provision of non-personal (environmental support) tasks such as light housekeeping, laundry, meal planning and preparation that enables an individual to maintain as much independence and self-reliance as possible to continue living in their home.	Title XX \$6.00/15 min.	\$20,000/year	\$24.00/hr of direct client time

SUBJECT: CONTRACTS

ADOPTED DATE: OCTOBER 2, 2000

PAGE 1 OF 1

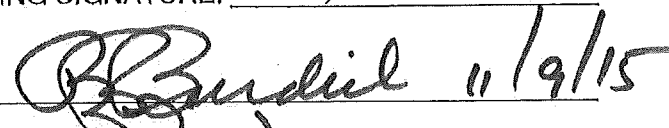
All contracts which bind Cass County must contain the signature of the commission chairman. Prior to being placed on the commission agenda, the department head should forward the contract to the state's attorney for review.

A standardized form may be used when presenting contracts to the commission for approval as follows:

COMPANY REQUESTING CONTRACT: Tami's Angels

DATE OF REQUEST: 11/9/15 DATE OF EXPECTED RETURN
TO THE COMMISSION OFFICE: _____

DEPARTMENT HEAD RECOMMENDING SIGNATURE: 

STATE'S ATTORNEY SIGNATURE:  11/9/15

STATE'S ATTORNEY COMMENTS:
SEE ENCLOSED COMMENTS. OTHERWISE
APPROVED AS TO FORM.

CHAIRMAN TO SIGN ORIGINAL AGREEMENT

Contracts shall be on a calendar-year basis, whenever possible.

As a part of the consent agenda for each regular commission meeting, the subject of "Contracts" will be automatically included.

Therefore, departments may submit contracts for board approval up to the day of each commission meeting. Contract approval will be subject to state's attorney review within five days after being approved by the county commission.

HISTORICAL REFERENCE DATE: MAY 4, 1992

PURCHASE OF SERVICE AGREEMENT

WHEREAS, the Cass County Social Service Board (CCSSB) 1010 2nd Ave. S, Fargo, ND 58103 has determined the services referred to in the paragraph entitled "Scope of Service" should be purchased; and

WHEREAS, Tami's Angels
624 Main Avenue, Suite #10
Fargo, ND 58103

(Provider), proposes to provide those services;

NOW, THEREFORE, the CCSSB and Tami's Angels Hospital enter into the following:

AGREEMENT

I. TERM OF THE AGREEMENT:

The term of this agreement shall be from January 1, 2016 through December 31, 2016.

II. SCOPE OF SERVICE:

The Provider agrees to render in-home services to eligible individuals (Recipients) in Cass County, North Dakota. The Provider understands and agrees that eligibility will be determined solely by CCSSB. The Provider agrees that the specific services to be provided recipients, the definitions of those services, and related manual chapters are those set forth in Addendum B. In rendering services the Provider agrees to abide by the provisions of the North Dakota Department of Human Services Manual Chapter Policies and Procedures.

The Provider understands and agrees that the CCSSB will inform the provider of the name of the Recipients of services under the terms of this Agreement. The Provider further agrees to designate an individual to negotiate with a similarly designated individual from the CCSSB for the specific services to be provided recipients, the number of units of service to be provided recipients, and the compensation for recipients as set forth in paragraph III herein.

III. COMPENSATION:

- A. Compensation under the terms of this agreement shall not exceed the maximum amount allowed for the service provided under the terms of this contract. The maximum amount allowed for the service is set forth in Addendum B.
- B. The Provider understands and agrees that:
 1. Travel time will not be billed nor paid.
 2. The contracted rates are the maximum allowable and will cover all costs to provide a unit of service, as defined by this contract. CCSSB makes no guarantee of the number of hours that will be referred for service.
 3. No release time or cancel time will be billed.
 4. Supervisory time, charting time, training, client reassessment, and all other activities relating to program management are built into the rate.

5. The Provider shall submit a complete billing for a service period to the CCSSB within five (5) working days following the close of each service period. Such billing must be submitted with required information stated in "D" below.
 6. Payment will not be made for unauthorized services rendered by the Provider, nor for claimed services which CCSSB determines by contract monitoring, have not been provided as authorized or have been provided in excess of authorizations.
 7. No supplemental billings will be accepted by the CCSSB without prior notification to CCSSB of the need and justification for such a billing and authorization by the CCSSB to submit. Payment for authorized supplemental billing will be made as part of the next regular claim cycle.
 8. CCSSB will make payments within statutory requirements.
- C. The provider understands and agrees that Title XX/Cass County funded recipients will be screened by Cass County Social Services to determine eligibility. Both parties understand that units of service expended will be at the unit rate of \$6.99/unit.
- D. The CCSSB agrees to reimburse the Provider at the negotiated rates per Form #1699 upon the Provider's billing to the County Social Service Board. The billing must include the recipient's name, units of service per recipient, per date, and compensation being claimed. With each billing, the Provider must attest to the following statement:
- "I certify that the above information is true and correct. I understand that payment of this claim is payment in full. I further understand that any false claims made will constitute a violation that may result in prosecution."
- E. The provider agrees to accept the rate of payment as payment in full and shall not make demands on individual recipients of service, their family or guardian, for any additional compensation for these same services.

IV. PROVIDER'S UNDERSTANDING OF TERM OF FUNDING:

The Provider understands that this agreement is a one-time agreement, and acknowledges that it has been furnished no assurances that this agreement may be extended for periods beyond its termination date.

V. PROVIDER ASSURANCES:

The Provider agrees to comply with the applicable assurances set forth on Addendum A attached hereto.

VI. CHANGES:

If either party wishes to change this agreement, such change shall be effective only when mutually agreed to and incorporated by written amendment to the agreement.

VII. AUTHORITY TO CONTRACT:

The Provider shall not have the authority to contract for or on behalf of or incur obligations on behalf of the CCSSB. However, the Provider may sub-contract with qualified providers of services, provided that any such subcontract must acknowledge the binding nature of this

agreement, and incorporate this agreement, together with its attachments. The Provider agrees to be solely responsible for the performance of any subcontractor.

VIII. TERMINATION:

This contract may be terminated by mutual consent of both parties, or by either party upon 30 day's notice, in writing, and delivered by certified mail or in person.

The CCSSB may terminate this contract effective upon delivery of written notice to the Provider, or at such later date as may be established by the CCSSB, under any of the following conditions:

- A. If CCSSB funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services, the contract may be modified to accommodate a reduction in funds.
- B. If federal state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
- C. If any license or certificate required by law or regulations to be held by the Provider to provide the services required by this contract is for any reason denied, revoked, or not renewed.
- D. If the Qualified Service Provider rate is increased by the State in July, discussions will occur which may result in modifications to accommodate for a potential increased rate.

Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

The CCSSB by written notice of default, including breach of contract, to the Provider may terminate the whole or any part of this agreement:

- A. If the Provider fails to provide services provided under the terms of this contract within the time specified herein or any extension thereof; or
- B. If the Provider fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the CCSSB, fails to correct such failures within 10 days or such longer period as the CCSSB may authorize.

The rights and remedies of the CCSSB provided in the above clause related to defaults, including breach of contract, by the Provider shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

IX. ACCESS TO RECORDS:

The CCSSB, ND Department of Human Services, Office of Attorney General of the State of North Dakota, the Federal Government, and their duly authorized representatives, shall have access to the books, documents, paper and records of the Provider which are pertinent, as determined by the CCSSB, to this contract for the purpose of making audit, examination, excerpts, and transcripts.

X. RETENTION OF RECORDS:

The Provider agrees to retain financial program records for a minimum period of three (3) years from the submission date of the State Medicaid Agency's HCFA-372 report. For the purpose of this agreement the submission date is December 31 of each year. Further, if the Provider has received more than \$25,000 directly or indirectly, from all Federal sources and is subject to the provisions of the Single Audit Act of 1984, Public Law 98-502, then the provider will notify the CCSSB and will provide a schedule showing the funding for each State and/or Federal program.

XI. CONFIDENTIALITY:

The Provider will not, except upon the written consent of the recipients or their responsible parent, guardian, or custodian, use or cause to be used any information concerning such individual for any purpose not directly connected with the CCSSB's or the Provider's responsibilities with respect to services purchased hereunder.

XII. ASSIGNMENT:

The Provider shall not assign this agreement.

XIII. APPLICABLE LAW:

This agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

XIV. CAPTIONS:

The captions or headings in this agreement are for convenience only and in no way defined, limit, or describe the scope or intent of any provisions of this agreement.

XV. EXECUTION AND COUNTERPARTS:

This agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one of the same instrument.

XVI. AMENDMENTS:

The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

XVII. NOTICES:

All notices, certificates or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as set forth in the preamble to this agreement or at a place designated hereafter in writing by the parties.

XVIII. SUCCESSORS IN INTEREST:

The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

XIX. INSURANCE AND LEGAL DEFENSE:

It is the parties' intent that they each should pay any attorney's fees and legal defense costs resulting from or arising out of this agreement in the same proportion that each party's liability for the acts of its own officers, employees or agents bears to the parties' combined liability, if any, or pay such fees and costs equally when a claim against both parties is resolved and neither party is found liable, to the greatest extent the fees and costs are covered by the County's liability coverage or self-retention fund. The parties further intend that they be represented by the same attorney whenever reasonably possible and ethically permitted. If a claim against is resolved by one party but continues against the other party, each party will pay for half the combined attorney's fees and legal defense costs incurred on or before the date, or the amount of such fees and costs covered by the County's liability coverage or self-retention fund, whichever is less. After that date, the remaining party will be responsible for its own attorney's fees and legal defense costs. The County shall provide such reimbursement in accordance with the Special Assistant Attorney General Billing policy within thirty (30) days after the total amount of reimbursement can be determined.

Provider shall secure and keep in force during the term of this Agreement, from a company or pool authorized to provide the coverage in this County, general liability and errors and omissions coverage with minimum liability limits of \$250,000 per person and at least \$500,000 per occurrence covering its officers, employees, and agents for any and all claims of any nature which may in any manner result from or arise out of this Agreement. Provider shall furnish a certificate of insurance or memorandum of coverage and any endorsements required under this agreement to the undersigned County representative prior to commencement of this agreement, and shall also provide at least thirty (30) days' notice before such coverage of endorsements are canceled or modified.

Provider shall also secure from its insurance company or government self-insurance pool a limited endorsement stating that the company or pool will provide a legal defense to the County, its officers, employees or agents, including attorney's fees, costs, disbursements, and other expenses associated with such defense under this agreement, for any and all claims of any nature brought by third parties against the County, its officers, employees or agents, including attorney's fees, costs, disbursements, and other expenses associated with such defense under this agreement, for any and all claims of any nature brought by third parties against the County, its officers, employees or agents which in any manner result from or arise out of this agreement. Such legal defense is not required if the County refuses to waive a potential conflict of interest that can be waived under the North Dakota Rules of Professional conduct. Said endorsement shall also provide that any attorney representing the County, its officers, employees or agents under this clause must first qualify and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under NDCC. Section 54-12-08 and agree to follow the Special Assistant Attorney General Billing Policy.

XX. SEVERABILITY:

The parties agree that any term of provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

XXI. WAIVER:

The failure of the CCSSB to enforce any provisions of this contract shall not constitute a waiver by the CCSSB of that or any other provision.

XXII. MERGER CLAUSE:

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Provider, by the signature below of its authorized representative, hereby acknowledges that the Provider has read this agreement, understands it and agrees to be bound by its terms and conditions.

XXIII. PROVIDER IS AN INDEPENDENT CONTRACTOR:

This agreement shall not be construed to represent an employer/employee relationship. The Provider agrees to be responsible for any federal or state taxes applicable to this payment. Provider will not be eligible for any benefits from these contract payments of federal social security, unemployment insurance, or workmen's compensation, except as a self-employed individual. Provider is an independent contractor.

XXIV. INDEMNITY:

The Provider shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement.

The Provider shall save and hold harmless the CCSSB, its officers, agents, employees, and members, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of the Provider or its agents or employees under this agreement. The obligation shall continue after the termination of this agreement.

XXV. INTEGRATION AND MODIFICATION:

This contract constitutes the entire agreement between the Provider and the CCSSB. No alteration, amendment or modification in the provisions of this agreement shall be effective unless it is reduced to writing, signed by the parties and attached hereto.

XXVI. COLLATERAL CONTRACTS:

Where there exists any inconsistency between this agreement and other provisions of collateral contractual agreements which are made a part of this agreement by reference or otherwise, the provisions of this agreement shall control.

XXVII. NON-DISCRIMINATION:

The CCSSB makes available all services and assistance without regard to race, color, national origin, religion, age, sex, or handicap, and is subject to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1975 as amended. Persons who contract with or receive funds to provide services for CCSSB are obligated to abide by the provisions of these federal laws. Questions concerning the contractor's or provider's obligations under these acts may be directed to the CCSSB's representative as set forth in the signature block of this agreement, at the address established in the agreement, or the Branch Chief, Officer for Civil Rights, Region VIII, Federal Office Building, 1961 Stout Street, Denver, CO 82094.

Tami's Angels
Provider

Cass County Social Service Board
Date

By Date

By Date

Title

Title

Provider's Federal ID Number

Addendum A

PROVIDER ASSURANCES

- A. All licensing or other standards required by Federal and State Law and regulations and by ordinance of the city and county in which he services purchased hereunder are provided will be complied with in full for the duration of this contract.
- B. No qualified person (s) shall be denied services purchased hereunder, or be subjected to discrimination, because of race, religion, color, national origin, sex, age, or handicap.
- C. The Provider will abide by the provisions of Title VII of the Civil Rights Act of 1964 (42 USC 2000C) which prohibits discrimination against any employee or applicant for employment because of race, religion, color, national origin, sex, age or handicap. In addition, the Provider agrees to abide by Executive Order No. 11246, as amended by Executive Order No. 11375, which prohibits discrimination because of sex.
- D. The Provider will comply with Section 504 of the Rehabilitation Act of 1973, as amended, and all requirements imposed by and pursuant to regulations promulgated thereunder to the end that no otherwise qualified handicapped individual shall, solely by reason of their handicap, be excluded from participation in, be denied benefits of or be subjected to discrimination under any program in the provision of services under this agreement.
- E. The Provider will not, except upon the written consent of the affected individual or their responsible parent, guardian or custodian, use or cause to be used, any information concerning such individual for any purpose not directly connected with the Board or the Provider's responsibilities with respect to services purchased hereunder.
- F. Unless otherwise authorized by federal law, the charges to be made by the Provider do not include costs financed by federal monies other than those generated by this agreement.
- G. The Provider shall not assign this agreement.
- H. Provider assures that the sources from which it purchases goods and services used for the provision of the services described in the agreement will conform to applicable provisions of Executive Order 11346, Equal Opportunity.
- I. The Provider assures they have met the Basic National Standards for Homemaker/Personal Care Aide Services listed as follows:

STRUCTURE:

- Standard I. There shall be legal authorization to operate the agency.
- Standard II. There shall be a duly constituted authority and a government structure for assuring responsibility and for requiring accountability for performance.

Standard III. There shall be compliance with all legislation relating to prohibition of discriminatory practices.

Standard IV. There shall be responsible fiscal management.

STAFFING:

Standard V. There shall be responsible personnel management, including:

A. Appropriate processes used in the recruitment, selection, retention, and termination of homemakers:

B. Written personnel policies, job descriptions, and a wage scale established for each job category.

Standard VI. There shall be training provided to every homemaker-Personal Care aide for all services to be performed.

SERVICE:

Standard VII. There shall be written eligibility criteria for service and procedures for referral to other resources.

Standard VIII. There shall be two essential components of the service provided to every individual and/or family served:

A. Service of a supervised homemaker-personal care aide;

B. Service of professional persons responsible for case management functions.

COMMUNITY:

Standard IX. There shall be an active role assumed by the service in an ongoing assessment of community health and welfare needs and in planning to meet these needs.

Standard X. There shall be ongoing interpretation of the service to the community.

Standard XI. There shall be evaluation of all aspects of the service.

These standards were set by the National Home Caring Council, Copyright 1981.

J. The provider assures that the homemaker has not been convicted of a criminal offense in the past five years and/or not currently on probation or parole.

SERVICE MANUAL CHAPTER	DEFINITION	DEFINITION OF UNIT	MAXIMUM ALLOWABLE AUTHORIZATION	RATE NEGOTIATED
Homemaker *NDDHS Manual Chapter 625-05	The provision of non-personal (environmental support) tasks such as light housekeeping, laundry, meal planning and preparation that enables an individual to maintain as much independence and self-reliance as possible to continue living in their home.	Title XX \$6.99/15 min.	7 units/visit 26 visits/year max.	\$27.96/hr of direct client time

*NDDHS – North Dakota Department of Human Services

SERVICE MANUAL CHAPTER	DEFINITION	DEFINITION OF UNIT	MAXIMUM ALLOWABLE AUTHORIZATION	RATE NEGOTIATED
Personal Care Aide *NDDHS Manual Chapter 625-10	The provision of non-personal (environmental support) tasks such as light housekeeping, laundry, meal planning and preparation that enables an individual to maintain as much independence and self-reliance as possible to continue living in their home.	Title XX \$6.99/15 min.	\$20,000/year	\$27.96/hr of direct client time

SUBJECT: CONTRACTS

ADOPTED DATE: OCTOBER 2, 2000

PAGE 1 OF 1

All contracts which bind Cass County must contain the signature of the commission chairman. Prior to being placed on the commission agenda, the department head should forward the contract to the state's attorney for review.

A standardized form may be used when presenting contracts to the commission for approval as follows:

COMPANY REQUESTING CONTRACT: Fargo Municipal Airport Authority

DATE OF REQUEST: 11/23/2015 DATE OF EXPECTED RETURN
TO THE COMMISSION OFFICE: 12/07/2015

DEPARTMENT HEAD RECOMMENDING SIGNATURE: Keith Berndt

COMMENTS:

The attached agreement is for a telecommunication fiber easement for the Cass County Law Enforcement Center property located at 1612 23rd Avenue North in Fargo.

STATE'S ATTORNEY SIGNATURE: _____

STATE'S ATTORNEY COMMENTS:

CHAIRMAN TO SIGN ORIGINAL AGREEMENT

Contracts shall be on a calendar-year basis, whenever possible.

As a part of the consent agenda for each regular commission meeting, the subject of "Contracts" will be automatically included. Therefore, departments may submit contracts for board approval up to the day of each commission meeting. Contract approval will be subject to state's attorney review within five days after being approved by the county commission.



**MUNICIPAL AIRPORT AUTHORITY
OF THE
CITY OF FARGO**

November 25, 2015

Mr. Keith Berndt, Administrator
CASS COUNTY
211 9th Street South
Fargo, ND 58102

Dear Keith:

Enclosed are three copies of the Permanent Easement (Telecommunication Fiber Easement) for the county's facility located on airport property on 23rd Avenue North. Please have all three copies signed by the Chairman and notarized, keep one copy for your files and return two copies to us.

Please contact me if you have any questions.

Sincerely,

Shawn A. Dobberstein
(JS)

Shawn A. Dobberstein, A.A.E.
Executive Director

jrs
encs.

PERMANENT EASEMENT
(Telecommunication Fiber Easement)

KNOW ALL MEN BY THESE PRESENTS that **THE MUNICIPAL AIRPORT AUTHORITY OF THE CITY OF FARGO, NORTH DAKOTA**, a public body, corporate and politic, hereinafter referred to as "Grantor", for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO CASS COUNTY GOVERNMENT**, its successors and assigns, hereinafter referred to as "Grantee", a permanent and perpetual easement, no greater than 3 foot wide, over, upon, and in the land hereinafter described for the purpose of the operation, maintenance and use of a telecommunication fiber to serve a building site owned by Grantee on a ground lease area owned by Grantor located in a portion of the premises, hereinafter described, to wit:

A 3.00 foot wide 99 year easement for telecommunications purposes, over under and across the Southwest Quarter of the Southeast Quarter of Section 25, Township 140 North, Range 49 West, Cass County, North Dakota, the centerline of said easement is described as follows:

Commencing at the southeast corner of Lot 7, Block 2, HECTOR AIRPORT ADDITION, a duly recorded plat on file and of record in the Office of the County Recorder, Cass County, North Dakota; thence South 87 degrees 42 minutes 38 seconds West, assumed bearing, along the south line of said Lot 7, a distance of 80.00 feet to the southwest corner of said Lot 7; thence North 02 degrees 23 minutes 35 seconds west, along the west line of said Lot 7, a distance of 33.11 feet to the point of beginning of the centerline to be described; thence North 78 degrees 07 minutes 09 seconds West 13.82 feet; thence South 88 degrees 18 minutes 29 seconds West 62.69 feet; thence South 84 degrees 02 minutes 44 seconds West 64.09 feet; thence North 10 degrees 31 minutes 47 seconds West 60.09 feet; thence North 02 degrees 06 minutes 07 seconds West 63.75 feet; thence North 04 degrees 49 minutes 20 seconds West 59.06 feet; thence North 41 degrees 53 minutes 56 seconds West 5.31 feet; thence North 87 degrees 37 minutes 38 seconds West 8.56 feet and said centerline terminating thereat. The sidelines of said easement are to be lengthened or shortened to terminate on the west line of said Lot 7.

Attached hereto and incorporated herein by reference is Exhibit "A" consisting of two pages, pictorially representing the route of said easement on said property.

Grantor, its successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times when necessary or convenient to do so, go over, under and upon said above-described tract of land and to perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made subject to the provisions hereinafter contained.

Grantor, its successors and assigns, further agrees that it will not disturb, injure, molest or in any manner interfere with said gas pipeline and customary appurtenances, or with material for laying, maintaining, operating or repairing the same, in, over or upon the above-described premises, and Grantor expressly warrants and states that no buildings, trees or other obstacles of any kind shall be placed or located upon the tract (subject to the paragraph hereinafter set forth on relocation) so as to interfere in any manner with the construction, operation, maintenance or repair of said telecommunication fiber, including customary appurtenances, provided that Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of constructing and installing of said telecommunication fiber and customary appurtenances was begun. Said refilling shall be in accordance with the standard City of Fargo specifications for the type of fiber being installed. Grantee shall further consult with and obtain the approval of the present farm tenant (if cropable land is involved) as to the excavation, as well as soil removal and replacement. Top soil shall be stripped and re-spread after excavation and replacement of clay soil is accomplished, it being the intent of such requirement that the soil will be handled minimizing the mixture of clay soil with the top soil.

Grantee shall pay for all damages to landscaping, roads and driveways, fences, livestock, crops and fields caused by the construction or maintenance of said telecommunication fiber. Claims on account of such damages may be referred to Grantee's nearest office.

The rights herein granted are subject to existing rights of way heretofore granted and recorded across any part of the land affected by this easement.

Grantor covenants with Grantee, its successors and assigns, that Grantor is the owner of the above described premises and has the right to sell and convey an easement in the manner and form aforesaid.

The provisions hereof shall inure to the benefit of and bind the successor and assigns of the respective parties hereto and all covenants shall apply and run with the land.

It is specifically provided that in the event plans of the Municipal Airport Authority of the City of Fargo or the City of Fargo should so require to make improvements (or for any other reason), relocation of any portions of the telecommunication fiber thus required shall be done at the expense of the grantee.

STATE OF NORTH DAKOTA)
) ss:
COUNTY OF CASS)

On this ____ day of _____, 2015, before me, a notary public in and for said county and state, personally appeared **CHAD PETERSON**, to me known to be the Chairman of **CASS COUNTY GOVERNMENT**, the entity described herein and acknowledged to me that said entity executed the within and foregoing instrument.

The legal description was prepared by:
Ulteig Engineers
3350 38th Avenue South
Fargo, ND 58104
(701) 237-3211

This document prepared by:
Garylle B. Stewart (ND #02869)
Solberg Stewart Miller
P.O. Box 1897
Fargo, ND 58107-1897
(701) 237-3166

CERTIFICATE OF SURVEY

DESCRIPTION

A 3.00 foot wide 99 year easement for telecommunications purposes, over under and across the Southwest Quarter of the Southeast Quarter of Section 25, Township 140 North, Range 49 West, Cass County, North Dakota, the centerline of said easement is described as follows:

Commencing at the southeast corner of Lot 7, Block 2, HECTOR AIRPORT ADDITION, a duly recorded plat on file and of record in the Office of the County Recorder, Cass County, North Dakota; thence South 87 degrees 42 minutes 38 seconds West, assumed bearing, along the south line of said Lot 7, a distance of 80.00 feet to the southwest corner of said Lot 7; thence North 02 degrees 23 minutes 35 seconds West, along the west line of said Lot 7, a distance of 33.11 feet to the point of beginning of the centerline to be described; thence North 78 degrees 07 minutes 09 seconds West 13.82 feet; thence South 88 degrees 18 minutes 29 seconds West 62.69 feet; thence South 84 degrees 02 minutes 44 seconds West 64.09 feet; thence North 10 degrees 31 minutes 47 seconds West 60.09 feet; thence North 02 degrees 06 minutes 07 seconds West 63.75 feet; thence North 04 degrees 49 minutes 20 seconds West 59.06 feet; thence North 41 degrees 53 minutes 56 seconds West 5.31 feet; thence North 87 degrees 37 minutes 38 seconds West 8.56 feet and said centerline terminating thereat. The sidelines of said easement are to be lengthened or shortened to terminate on the west line of said Lot 7.

CERTIFICATION


I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Land Surveyor under the laws of the State of North Dakota.


Gregg Stroeing, PLS

REG. NO. LS-6703 DATE 11/2/2015

State of North Dakota }
County of Cass } SS

On this 2 day of NOVEMBER in the year of 2015, before me personally appeared Gregg Stroeing, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same.


Notary Public

JEFF ZELTINGER
Notary Public
State of North Dakota
My Commission Expires May 20, 2016



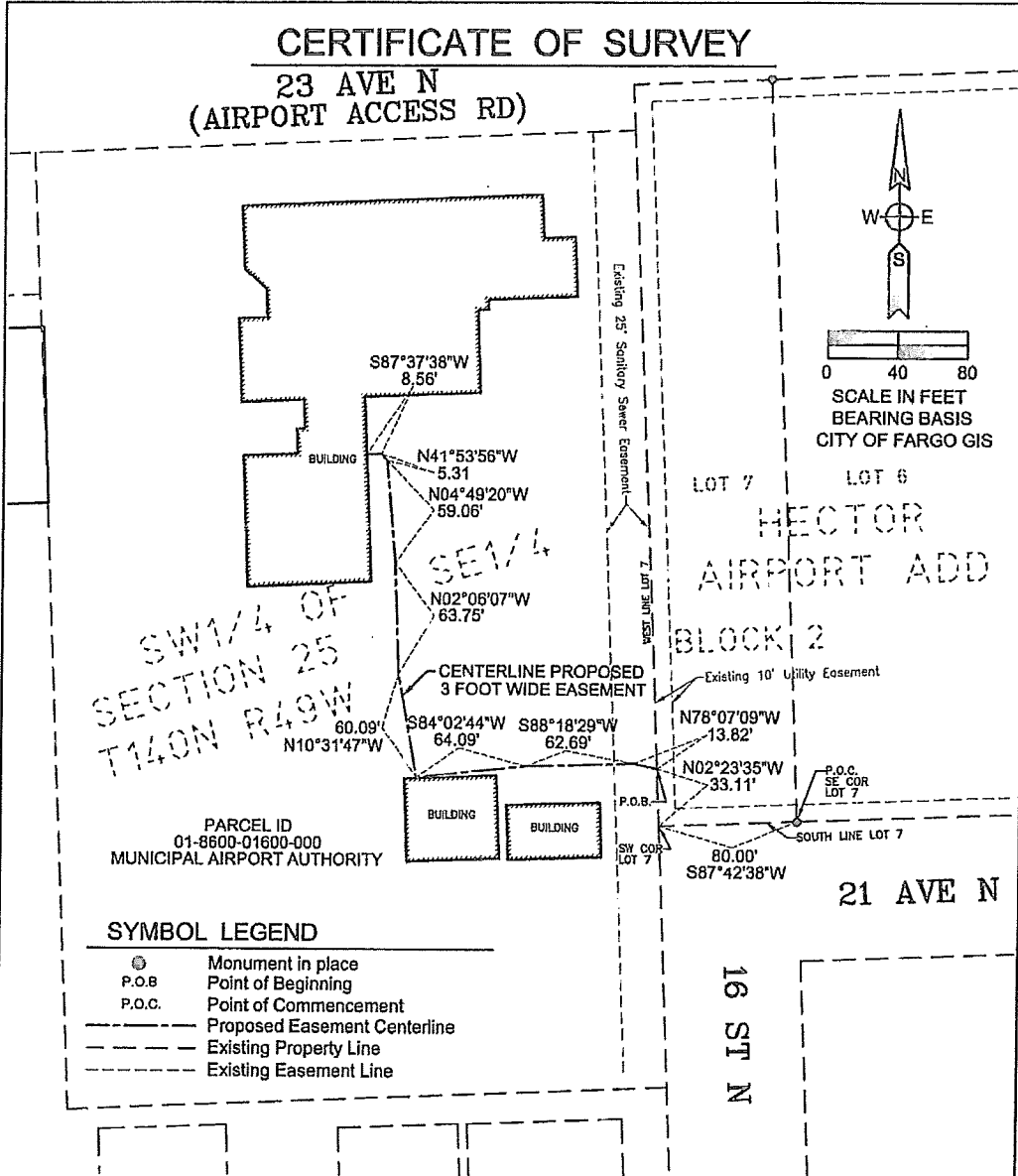
Bismarck - Cedar Rapids - Denver - Detroit Lakes - Fargo
Grand Forks - Minneapolis - Sioux Falls - Williston
3350 38th Avenue South
Fargo, North Dakota 58104
Phone: 701.237.3211 Fax: 701.237.3191
Web: www.ulteig.com
Drawn By: JSZ
Checked By: GS
Approved By: GS

CONSOLIDATED COMMUNICATIONS
PART OF THE SOUTHWEST 1/4 OF
THE SOUTHEAST 1/4, SECTION 25
T140N, R49W, CASS COUNTY
FARGO, NORTH DAKOTA

Project Number: 15.01137 Date: NOVEMBER 2, 2015
DWG Name: 15.01137-COS.DWG Sheets: 1 of 2

CERTIFICATE OF SURVEY

23 AVE N
(AIRPORT ACCESS RD)



SW 1/4 OF
SECTION 25
T140N R49W

PARCEL ID
01-8600-01600-000
MUNICIPAL AIRPORT AUTHORITY

SYMBOL LEGEND

●	Monument in place
P.O.B.	Point of Beginning
P.O.C.	Point of Commencement
---	Proposed Easement Centerline
---	Existing Property Line
---	Existing Easement Line



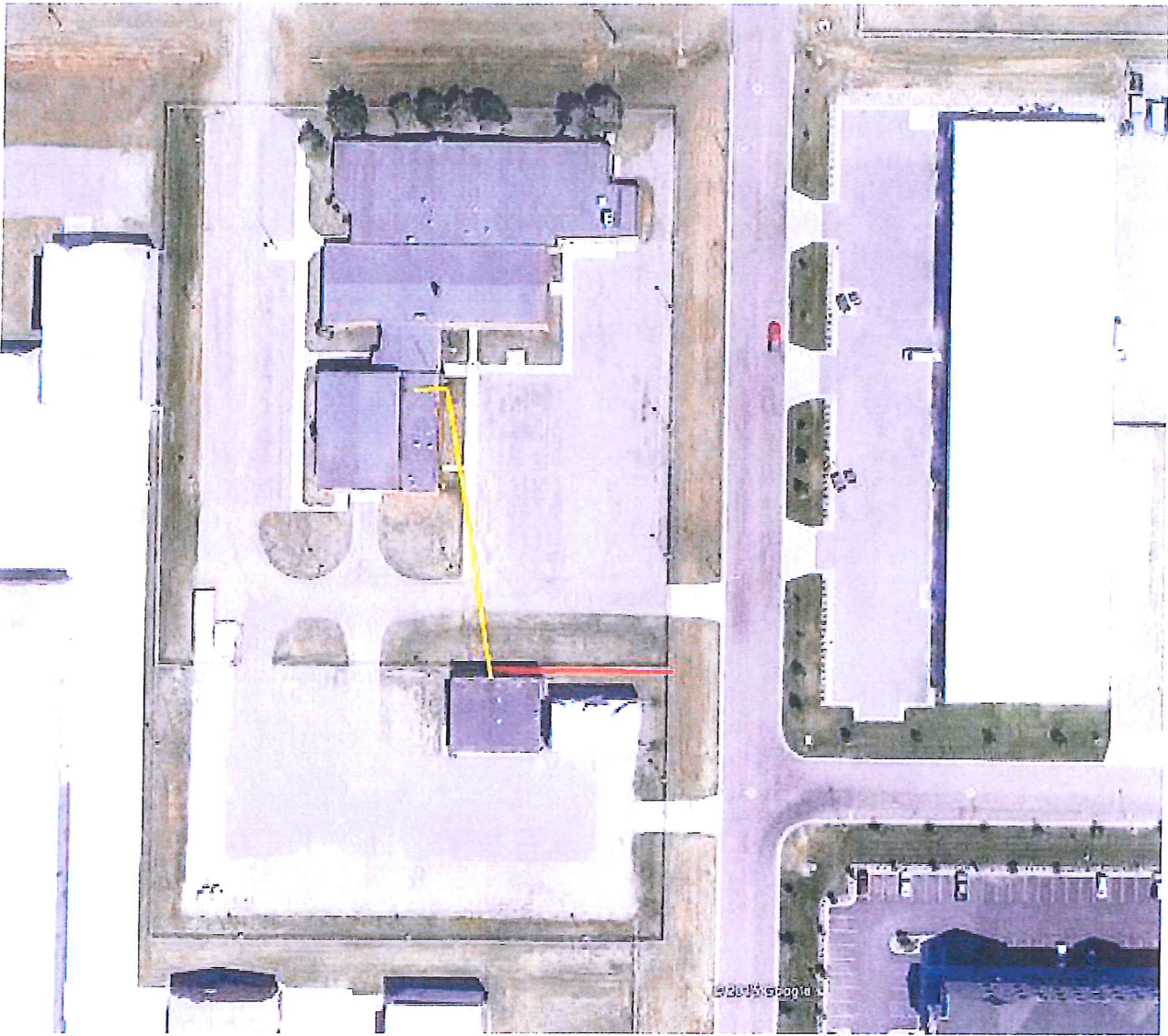
Bismarck - Cedar Rapids - Denver - Detroit Lakes - Fargo
 Grand Forks - Minneapolis - Sioux Falls - Williston
 3350 38th Avenue South
 Fargo, North Dakota 58104
 Phone: 701.237.9211 Fax: 701.237.3191
 Web: www.ulteig.com
 Drawn By: JSZ
 Checked By: GS
 Approved By: GS

**CONSOLIDATED COMMUNICATIONS,
 PART OF THE SOUTHWEST 1/4 OF
 THE SOUTHEAST 1/4, SECTION 25
 T140N, R49W, CASS COUNTY
 FARGO, NORTH DAKOTA**

Project Number: 15.01137 Date: NOVEMBER 2, 2015
 DWG Name: 15.01137-COS.DWG Sheets: 2 of 2

A 3.00 foot wide 99 year easement for telecommunications purposes, over under and across the Southwest Quarter of the Southeast Quarter of Section 25, Township 140 North, Range 49 West, Cass County, North Dakota, the centerline of said easement is described as follows:

Commencing at the southeast corner of Lot 7, Block 2, HECTOR AIRPORT ADDITION, a duly recorded plat on file and of record in the Office of the County Recorder, Cass County, North Dakota; thence South 87 degrees 42 minutes 38 seconds West, assumed bearing, along the south line of said Lot 7, a distance of 80.00 feet to the southwest corner of said Lot 7; thence North 02 degrees 23 minutes 35 seconds West, along the west line of said Lot 7, a distance of 33.11 feet to the point of beginning of the centerline to be described; thence North 78 degrees 07 minutes 09 seconds West 13.82 feet; thence South 88 degrees 18 minutes 29 seconds West 62.69 feet; thence South 84 degrees 02 minutes 44 seconds West 64.09 feet; thence North 10 degrees 31 minutes 47 seconds West 60.09 feet; thence North 02 degrees 06 minutes 07 seconds West 63.75 feet; thence North 04 degrees 49 minutes 20 seconds West 59.06 feet; thence North 41 degrees 53 minutes 56 seconds West 5.31 feet; thence North 87 degrees 37 minutes 38 seconds West 8.56 feet and said centerline terminating thereat. The sidelines of said easement are to be lengthened or shortened to terminate on the west line of said Lot 7.



ROSS BRANSTNER | Outside Plant Supervisor
D: 701.356.6004 | C: 701.306.9734
ross.branstner@consolidated.com
consolidated.com | NASDAQ: CNSL



From: Shawn Dobberstein [<mailto:Shawn@fargoairport.com>]
Sent: Tuesday, September 15, 2015 3:22 PM
To: Ross Branstner
Cc: Henry Swedberg
Subject: 1612 23rd Avenue North

**EAP Full Service Contract For Services
Employee Assistance Program**

The following is a contract between CASS COUNTY and THE VILLAGE BUSINESS INSTITUTE, a division of The Village Family Service Center.

WHEREAS, The Village Business Institute is engaged in offering personal assistance to employees of business, industry and agencies and their families, and WHEREAS, CASS COUNTY desires to participate in this program:

THEREFORE, The Village Business Institute and CASS COUNTY agree to the following:

1. The Village Business Institute shall provide the following:
 - a. A Household Aggregate Model EAP. The Village Business Institute shall make available to each covered employee, a quantity of sessions equal to the number of household members times (x) 4. (Example: 5 household members times (x) 4 sessions per household member equals 20 available sessions for the household.) No household will have less than 8 available sessions. These sessions include access to the full range of counseling and programs available at The Village Business Institute EAP. If referred outside of The Village Business Institute EAP for medical reasons, it is the responsibility of the household member to arrange payment for the service. (Service may be covered by personal health insurance.) Sessions may be applied towards face to face mental health counseling, financial counseling, legal counseling, wellness/education, 24/7 crisis counseling, and CD Assessments/education.
 - b. Formal referral process is available for:
 - 1) Job performance issues
 - 2) Violation of Companies' Drug Free Workplace policy
 - 3) For employees falling under DOT (Department of Transportation) regulations, The Village Business Institute will locate and provide referrals to SAP (Substance Abuse Professional) that meets the requirements of federal regulations.
 - c. 8 hours of customized on-site or web-based employee or management training and /or crisis management services to meet the needs of CASS COUNTY .
 - d. Training hours available in the CASS COUNTY contract may also be used to have an EAP professional assist your organization(s) in integrating EAP services with work-life, wellness, human capital, and healthcare programs in order to provide a linked, comprehensive delivery of services. The Village Business Institute EAP professionals, upon request, will attend in person, via teleconference or web-based, department or committee meetings and provide input and coordination of EAP services. Training programs are the work production of The Village Business Institute and are not to be considered to be a product of any other agency.

- e. The Village Business Institute's consulting services are at a reduced rate to CASS COUNTY .
 - f. Orientation sessions for management/supervisory staff in how to deal with troubled employees and how to use The Village Business Institute's employee assistance program.
 - g. Orientation sessions for employees to explain The Village Business Institute's employee assistance program, how it used, and the services it offers. Sessions are scheduled to encourage 100% participation.
 - h. Travel expenses for covered orientation and/or training within ND, SD, and MN are the sole responsibility of The Village Business Institute. Travel expenses for covered orientations/trainings outside of ND, SD, and MN shall be shared by the parties as follows: lodging and food will be the responsibility of The Village Business Institute; transportation costs shall be paid by CASS COUNTY .
 - i. Toll-free Supervisor Helpline providing phone consultation to supervisors/managers in dealing with troubled employees. Supervisor Helpline services will be provided by EAP counseling and management specialists.
 - j. Monthly employee newsletters focused on work-related issues, personal wellness and family dynamics.
 - k. Quarterly newsletters focused on helping supervisors lead, teach and guide employees.
 - l. Semi-annual statistical reports on program utilization.
 - m. Services to an employee for ninety (90) days following termination/disability from CASS COUNTY .
 - n. Brochures, posters, check stuffers or other appropriate information to encourage use of the program.
2. CASS COUNTY will provide the following:
- a. Endorse The Village Business Institute EAP program and incorporate it into existing personnel policies and procedures.
 - b. Provide space in the workplace for brochures, posters or other appropriate information supplied by The Village Business Institute to encourage program use.
 - c. Distribute to employees, monthly newsletters, quarterly supervisor newsletters and quarterly check stuffers. Newsletters and check stuffers may be in paper form or electronic form.
 - d. Designate one or more contact persons to serve as liaison with The Village Business Institute and to assist in implementing the program.

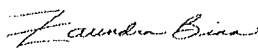
- e. Provide an opportunity for all management and supervisory personnel to participate in training programs.
3. The terms of the contract shall be from January 1, 2016 to December 31, 2016 at a cost of \$30.00 per year per full-time equivalent employee (FTE) for 417 FTE employees. Total first year contract cost is \$12,510. FTE's will be confirmed annually.
 4. This contract is renewable on the date indicated in #3, except that either party may terminate this agreement upon thirty (30) days written notice to the other party.
 5. Both The Village Business Institute and CASS COUNTY shall maintain confidentiality of privileged information in accordance with applicable state and federal law. Identifying information about CASS COUNTY employees or household members using the program shall not be given out by The Village Business Institute under any circumstances unless the client signs an agreement authorizing The Village Business Institute permission to disclose such information. The Village Business Institute will use and disclose only the minimum necessary protected client information to accomplish the purpose for which the information is being used or disclosed. The Village Business Institute will maintain physical, electronic, and procedural safeguards that comply with federal regulation to guard protected client information.

Both The Village Business Institute and CASS COUNTY shall maintain the highest ethical and legal standards in all phases of the program.

The parties agree to indemnify and hold harmless the other party for actions, causes of action, suits, claims, judgments, settlements, liabilities, damages, penalties, losses, expenses, including without limitation, extra-contractual damages, court costs, attorney's fees, punitive and exemplary damages resulting from or arising out of any function under this Agreement, if the liability was the direct consequence of the action of the indemnifying party.

THE VILLAGE BUSINESS INSTITUTE
PO Box 9859
1201 25th St. S.
Fargo, ND 58106-9859

CASS COUNTY
PO Box 2806
Fargo, ND 58108

BY: 
Title: Account Executive
Date: 12-1-15

BY: _____
Title: _____
Date: _____

AGREEMENT FOR SERVICES

This proposal is our, the Provider's, offer to provide services to Cass County Government, the client. If Cass County accepts this offer by signing, the RFP requirements, this offer and the proposal shall constitute the consulting services agreement.

In addition, the Provider, and Cass County Government agree to the following:

- 1) **SCOPE OF SERVICES:** We mutually agree the accepted services as specified in the proposal and the RFP constitute the complete scope of services. The terms and conditions of the RFP are hereby incorporated as part of the contract.
- 2) **TERM:** This agreement shall commence on January 1, 2016, and end on December 31, 2016.
- 3) **FEES:** Cass County Government shall only pay pursuant to the terms in the proposal and RFP.
- 4) **BILLINGS:** The Provider shall bill Cass County Government on a monthly basis based on the annualized average number of monthly employees. Payments shall be made at the end of the month of service. For this contract, the average monthly FTE's shall be established at 418. This number will be reviewed annually.
- 5) **TERMINATION:** Either party may terminate this agreement with respect to tasks yet to be performed with thirty (30) days written notice mailed to the other party.
- 6) **EMPLOYMENT STATUS:** The Provider acknowledges that any services performed in connection with the Provider's duties and obligations, as created and provided for in this agreement, are performed in the capacity of an independent vendor. At no time during the performing of services as required by this contract will the Provider be considered an employee of Cass County Government.
- 7) **SUBCONTRACTS:** Sub-vendors to the Provider shall be considered agents of the Provider and agree to all accepted services as specified in the proposal and RFP.
- 8) **ACCESS TO RECORDS:** Cass County Government agrees that all participation by its members and their dependents in programs hereunder is confidential. The Provider shall not disclose any

individual employee or dependent information to the covered agency or its representatives without the prior written consent of the employee or family member. The Provider will have exclusive control over the direction and guidance of the professionals rendering services under this agreement. The Provider agrees to keep confidential all Cass County Government information obtained in the course of delivering services, unless otherwise required by law.

- 9) **OWNERSHIP OF WORK PRODUCT:** All work products of the Provider, including but not limited to, data, documents, drawings, estimates and actuarial calculations which are provided to Cass County Government under this agreement are the exclusive property of Cass County Government.
- 10) **APPLICABLE LAW AND VENUE:** This agreement shall be governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this contract must be brought in the District Court of Cass County, North Dakota.
- 11) **MERGER AND MODIFICATION:** This document, the provider proposal, and the RFP constitute the entire agreement between the parties. In the event of any inconsistency or conflict among the documents making up this agreement, the documents must control in this order of precedence: First—the terms of this contract, as may be amended; and Second—the county's request for proposal. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instances and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this agreement.
- 12) **INDEMNITY:** Provider shall comply with all applicable federal, state and local laws, rules and ordinances at all times in the performance of this agreement, and conduct its activities so as not to endanger any person or property. Provider agrees to indemnify and save and hold harmless Cass County Government, its officers and employees from any and all claims of any nature, including claims of employees or agents of Provider, resulting from or arising out of the activities of the Provider or its agents, officers or employees under this agreement.

- 13) **INSURANCE:** Provider shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, appropriate professional liability insurance, with minimum liability limits of \$500,000 per occurrence and \$1,000,000 in the aggregate for each employee conducting counseling services for Cass County employees. Provider shall also require all subcontractors to secure and keep in force during the term of the agreement, the same professional liability insurance coverage as provider. Any deductible or self-insured retention amount or other similar obligation under the policies must be the sole responsibility of the provider. Provider shall furnish a certificate of insurance to Cass County Government prior to the commencement of this agreement. Failure to provide insurance as required in this agreement is a material breach of contract entitling Cass County to terminate this agreement immediately.
- 14) **SEVERABILITY:** If any term in this contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms must not be affected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

CASS COUNTY GOVERNMENT

PROVIDER

By: _____

By: Jamela Ben

WITNESS:

WITNESS:

CH A

Date: _____

Date: 11-24-15



County
Administrator

Keith Berndt

M E M O

TO: Cass County Board of Commissioners

FROM: Keith Berndt *KB*
Cass County Administrator

DATE: November 30, 2015

SUBJECT: Law Enforcement Center Asbestos Abatement Contract

Commissioners:

During the November 17 Building Committee meeting a decision was made to proceed with asbestos abatement work at the new Law Enforcement Center. Specifications and bid documents were prepared by Legend Technical Services. Asbestos abatement contractors were invited to tour the facility on November 25. Bids will be due on December 3. I will provide the bid results prior to the December 7 meeting. I'm seeking approval of the low bid.

SUGGESTED MOTION: Authorize Chair to sign a contract for the asbestos abatement work at the Law Enforcement Center.

Box 2806
211 Ninth Street South
Fargo, North Dakota 58108

701-241-5720
Fax 701-297-6020
www.casscountynd.gov
berndtk@casscountynd.gov

M E M O

TO: Cass County Board of Commissioners

FROM: Keith Berndt
Cass County Administrator

DATE: November 30, 2015

SUBJECT: Law Enforcement Center Asbestos Abatement Contract

Commissioners:

During the November 17 Building Committee meeting a decision was made to proceed with asbestos abatement work at the new Law Enforcement Center. Specifications and bid documents were prepared by Legend Technical Services. Asbestos abatement contractors were invited to tour the facility on November 25. Bids will be due on December 3. I will provide the bid results prior to the December 7 meeting. I'm seeking approval of the low bid.

SUGGESTED MOTION: Authorize Chair to sign a contract for the asbestos abatement work at the Law Enforcement Center.

*Bids were received on December 3 See that attached results.
Recommend Award to:*

VCI Asbestos Abatement Inc., Lakeland MN.



1128 Westrac Drive
Fargo, ND 58103
Tel: 701.271.6779
Fax: 701.271.4796

December 3, 2015

Cass County Government
Attn: Keith Berndt
211 9th Street South, PO Box 2806
Fargo, ND 58108

RE: Recommendation to Award, Asbestos Removal
Johnson Army Reserve Center Building, 1612 23rd Avenue North, Fargo, ND

Dear: Mr. Berndt

The December 3, 2015, asbestos removal bids were reviewed and the results of the bidding were as follows:

Bidder	Johnson Reserve Center Base Bid
ACCT, Inc. 218-879-2241	\$38,500.00
EPS Inc. 651-644-4441	\$46,850.00
ECCO Midwest 651-600-0685	\$35,850.00
Horsley Specialties, 218-626-1586	\$50,630.00
MAVO Systems 218-626-1586	\$29,970.00
VCI Asbestos Abatement Inc. 651-436-8559	\$29,500.00

Cass County Government will review the bids at the next Commission Meeting on December 7, 2015. Cass County Government has reviewed the bids and intends award to VCI, Environmental. The low bidder for the asbestos abatement was VCI Inc.

LEGEND recommends the bid be awarded to the lowest bidder, VCI, Inc. for the Total Bid of \$ 29,500.00.

Client requires 10 day notification before start of work. This bid tabulation will be faxed/mailed to all the bidders. If there are questions, please contact me at 701-271-6779.

Cordially,
LEGEND Technical Services, Inc.
Mark Waltz, Fargo Manager



1126 Westrac Drive
Fargo, ND 58103
Tel: 701.271.6779
Fax: 701.271.4796

Date: November 25, 2015
To: Asbestos Abatement Contractors
From: Mark Waltz/Mike Molstre, LEGEND Technical Services, Inc.
Subject: Addendum #1
Asbestos Removal
Johnson Army Reserve Center –1612 23rd Ave North, Fargo, ND

When submitting bids, indicate your acknowledgement of this addendum by signing it on the bottom of this page and include it in the Bid envelope or in your email.

This addendum addresses changes requested by the Owner, Cass County Government and the contractors present at the bid walk.

- 1. Cass County Government will accept electronic bids via email.
- 2. Cass County Government has extended the project completion date to January 7, 2016 for those firms that would like to do the work utilizing full containment procedures. This would require the project to be notified and require a 10 day notification.
- 3. For those firms that are bidding the project utilizing non-friable means we would like to keep the existing start and completion dates.
- 4. If you wish to email the bids please forward a copy to LEGEND as well.

I acknowledge and accept Addendum #1 for the Johnson Army Reserve Center.

Name of Firm: VCI Environmental, Inc.

Signature: [Handwritten Signature]

Date: 12-3-2015

Prepared By: Aaron Ostermann

Mark Waltz, North Dakota Asbestos Abatement Designer – 120 mwaltz@legend-group.com
LEGEND Technical Services
Phone – 701-271-6779

PROJECT SCHEDULING INFORMATION

- ◆ Projected start date is December 7, 2015 with completion date of December 23, 2015.

ON-SITE AIR MONITORING SERVICES

- ◆ On-site air monitoring and PCM clearances will be provided by LEGEND Technical Services.

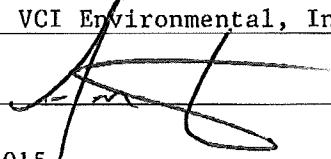
Please contact Mr. Mark Waltz at LEGEND, 701-271-6779 with any questions concerning the above information.

Mark Waltz
Manager
LEGEND Technical Services
ND Asbestos Designer #120

Cheryl Sykora
LEGEND Technical Services
ND Certified Asbestos Designer #2765

Please indicate acceptance of the above specifications.

Name of Firm: VCI Environmental, Inc.

Authorized By:  _____

Date: 12-3-2015

ASBESTOS BID FORM

Johnson Army Reserve Center– 1612 23rd Ave North, Fargo, ND - Asbestos abatement of 12” floor tile and associated mastic, residual floor tile mastic and stainless sink undercoating

BASE BID:

WORK SCHEDULED TO BEGIN – on December 7, 2015 and COMPLETED by December 23, 2015.

Removal of asbestos containing building materials.

Total Base Bid Asbestos Bid Price: \$ 29,500.00

twenty-nine thousand five hundred /Dollars no /Cents
(Total Asbestos Bid Price for the removal of all ACM from the proposed abatement area.)

Unit Pricing if additional services are needed.

Price per lineal foot to remove pipe insulation	<u>35.00</u>
Price per glove bag to remove pipe insulation	<u>100.00</u>
Price per square foot to remove vinyl/floor tile and mastic	<u>4.50</u>
Price per square foot to demolish non-ACM hard plaster walls/ceilings	<u>8.00</u>
Price per square foot to demolish non-ACM sheetrock walls/ceilings	<u>7.00</u>
Price per window/door to remove exterior window caulk	<u>200.00</u>
Price per square foot to remove exterior transite siding	<u>2.50</u>
48 hour mobilization fee	<u>750.00</u>

AGREEMENT: For Johnson Army Reserve Center.

The bidder agrees this bid shall be good and may not be withdrawn for sixty (60) days after the scheduled time and date for receiving bids.

The bidder understands the owner reserves the right to accept or reject any or all bids or alternates and to waive informalities in bids received and minor discrepancies in bidding procedures.

The bidder agrees, if awarded the contract, to enter into a contract with the owner on the terms stated in the bid and to execute the agreements within ten (10) calendar days, and will furnish a satisfactory performance and payment bond, after receipt of the proposed agreement form. If contractor does not enter into a contract, or does not meet contract requirements the amount of the bid security shall be forfeited to the owner, not as a penalty, but as liquidated damages.

Asbestos contractor to file permits for abatement upon verbal confirmation of project acceptance. (Contract will be completed prior to work start-up).

Respectfully submitted,

NAME VCI Environmental, Inc.
(Correct and full name of firm)

ADDRESS 76 St. Croix Trail N

Lakeland, MN 55043

PHONE # (651) 436-8559

CONTACT PERSON (PRINT) Aaron Ostermann

SIGNATURE 

BY Aaron Ostermann

TITLE Project Manager/Estimator

Affix corporate seal if a corporation.

DATE 12-3-2015



North Dakota
Department of Health

Asbestos Abatement
Contractor License

This is to certify that VCI ENVIRONMENTAL, INC. is licensed in accordance with Chapter 33-15-13 of the North Dakota Air Pollution Control Rules to perform Asbestos Abatement Work in the State of North Dakota.

Expires on December 31, 2015

Certificate No. ND 419

Dale P. Patrick

Dale P. Patrick, Manager
Asbestos Control Program

© 2004 GOES 411
All Rights Reserved

UTHO:RUSA

State of North Dakota
SECRETARY OF STATE



CONTRACTORS LICENSE RENEWAL

NO: 44631 CLASS A

I, Alvin A. Jaeger, Secretary of State of the State of North Dakota, and as Registrar of Contractors, certify that VCI ENVIRONMENTAL, INC. whose address is Lakeland, MN has filed in this office proper application for Renewal of Class A Contractor's License valid to March 1, 2016, and has paid the required fee, and has complied with all requirements of Chapter 43-07, North Dakota Century Code.

VCI ENVIRONMENTAL, INC. therefore, is entitled to bid on and accept contracts as authorized by law, under this license, without limit as to value of any single contract.

Dated January 12, 2015.

Alvin A. Jaeger

Alvin A. Jaeger
Secretary of State

ND Secretary of State verifies that:

ENVIRONMENTAL, INC.

holder of a North Dakota Class A Contractor License as in force until March 1, 2016, SS 800007, suspended or revoked as provided by NC 43-07.

nsc # 44631



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/29/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kraus-Anderson Insurance 420 Gateway Boulevard Burnsville MN 55337-2790	CONTACT NAME: Certificates Department	
	PHONE (A/C, No, Ext): (952) 707-8200	FAX (A/C, No): (952) 890-0535
INSURED VCI Environmental, Inc 76 Saint Croix Trail North Lakeland MN 55043-9719	E-MAIL ADDRESS: Certificates@kainsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Colony Insurance Company	
	INSURER B: Western National Mutual Ins Co	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		

COVERAGES CERTIFICATE NUMBER: 15-16 Certificate REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VVVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	GENERAL LIABILITY			PACE304074	11/1/2015	11/1/2016	EACH OCCURRENCE \$ 2,000,000			
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000			
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000			
	<input checked="" type="checkbox"/> Contractual Liability						PERSONAL & ADV INJURY \$ 2,000,000			
	<input checked="" type="checkbox"/> Prof. is Claims Made						GENERAL AGGREGATE \$ 2,000,000			
	GENL AGGREGATE LIMIT APPLIES PER:								PRODUCTS - COMP/OP AGG \$ 2,000,000	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC									\$
B	AUTOMOBILE LIABILITY			CPP106694302	11/1/2015	11/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000			
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$			
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$			
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$			
	<input checked="" type="checkbox"/> MCS-90						\$			
A	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		EXC304075	11/1/2015	11/1/2016	EACH OCCURRENCE \$ 5,000,000			
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000			
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$			
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCV 1008050 02	11/1/2015	11/1/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000			
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000			
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000			
A	Professional Liability & Pollution Liability			PACE304074	11/1/2015	11/1/2016	Limit: \$2,000,000 Deductible: \$5,000			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

For Informational Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

J Diessner/ASHLEY

VCI Environmental, Inc.
76 St. Croix Trail N
Lakeland, MN 55043

December 3, 2015

Legend Technical Services
Johnson Army Reserve Center

Attn: Mark Waltz/Mike Molstre,

Estimated Start Date: 12/21/15

Estimated Completion Date: 1/7/16

Crew Size: 5 Total

Removal Procedures: Gross removal within full containment.

Sincerely,

A handwritten signature in black ink, appearing to read 'A. Ostermann', with a large, stylized flourish extending to the right.

Aaron Ostermann
PM/Estimator