

**AMENDMENT NO. 1 TO
MASTER COOPERATIVE AGREEMENT NO. 18/0274/A188951**

This Amendment No. 1 to Agreement No. 18-0274/A188951 is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, A-2303 Government Center, 300 South Sixth Street, Minneapolis, Minnesota 55487 (the "COUNTY"), and Regents of the University of Minnesota, a Minnesota constitutional corporation, located at 200 Oak Street SE, Suite 450, Minneapolis, MN 55455 ("UNIVERSITY").

The parties agree that Agreement No.18-0274/A188951, including any prior amendments, is amended as follows:

1. Section 1, TERM, COST AND LIMITATION OF THE AGREEMENT, shall be amended to read:

“1.1 This AGREEMENT shall be effective commencing July 31, 2018 and terminating June 30, 2026 unless terminated earlier pursuant to Section 5, except for the requirements specified in approved Work Orders under this Agreement which contain completion dates that extend beyond the termination date specified in this sentence. This AGREEMENT may be extended by written agreement executed by both parties to this AGREEMENT.”

2. Section 1, TERM, COST AND LIMITATION OF THE AGREEMENT, shall be amended to read:

“1.3 The cumulative dollar amount of all approved Work Orders issued under this AGREEMENT shall not exceed Four Million Five Hundred Thousand Dollars (\$4,500,000).”

This Amendment shall be effective June 30, 2021.

Except as herein amended, the terms, conditions and provisions of Agreement No. 18-0274/A188951, including any prior amendments, shall remain in full force and effect.

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COUNTY BOARD AUTHORIZATION

Reviewed for COUNTY by
the County Attorney's Office:



Mike Bernard
E-signed 2021-06-14 04:29PM CDT
Michael.Bernard@hennepin.us
Hennepin County
Assistant Hennepin County Attorney



COUNTY OF HENNEPIN
STATE OF MINNESOTA
By:



Marion Greene
E-signed 2021-06-21 12:49PM CDT
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Hennepin County
Chair, Board of Commissioners



Reviewed for COUNTY by:



Sheri Selton
E-signed 2021-06-15 11:39AM CDT
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Hennepin County
County Administration Clerk



ATTEST:



Karen Keller
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Hennepin County
Deputy Clerk to the County Board



Board Resolution No:
21-0194

By:



David J. Hough
E-signed 2021-06-16 07:55AM CDT
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County Administrator



Document Assembled by:



Ambur Klein
E-signed 2021-06-09 02:00PM CDT
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Hennepin County
Manager of Special Projects



Reviewed by Office of the General Counsel

By:



Arnie Frishman

E-signed 2021-06-09 05:03PM CDT

frish003@umn.edu

REGENTS OF THE UNIVERSITY OF

MINNESOTA, Senior Associate General



REGENTS OF THE UNIVERSITY OF MINNESOTA

By:



Amy Rollinger

E-signed 2021-06-14 01:27PM CDT

amyg@umn.edu

REGENTS OF THE UNIVERSITY OF

MINNESOTA, Associate Director



**MASTER COOPERATIVE AGREEMENT BETWEEN THE COUNTY OF HENNEPIN AND THE
UNIVERSITY OF MINNESOTA**

THIS MASTER COOPERATIVE AGREEMENT, hereinafter referred to as "AGREEMENT" OR "Master Agreement", is between the County of Hennepin, a political subdivision of the State of Minnesota, located at A2303 Government Center, 300 South Sixth Street, Minneapolis, MN 55487, hereinafter referred to as "COUNTY" and the Regents of the University of Minnesota, a Minnesota constitutional corporation, located at 200 Oak Street SE, Suite 450, Minneapolis, MN 55455, hereinafter referred to as "UNIVERSITY".

WHEREAS, the COUNTY and the UNIVERSITY wish to work collaboratively in order to capture value for both organizations on a range of projects such as community-based research, sharing of academic and practitioner expertise, and providing students with field experience, and

WHEREAS, joint projects can be undertaken pursuant to approved Work Orders established under the terms and conditions of this AGREEMENT, and

WHEREAS, both parties wish to streamline the process for the COUNTY to contract with the UNIVERSITY for a wide variety of projects, work, and services, hereinafter referred to as "Work".

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the COUNTY and the UNIVERSITY agree as follows:

1. TERM, COST AND LIMITATION OF THE AGREEMENT.

1.1 This AGREEMENT shall be effective commencing July 31, 2018 and terminating June 30, 2021 unless terminated earlier pursuant to Section 5, except for the requirements specified in approved Work Orders under this AGREEMENT which contain completion dates that extend beyond the termination date specified in this sentence. This AGREEMENT may be extended by written agreement executed by both parties to this AGREEMENT.

1.2 The custody of all Work Orders with periods of performance extending beyond July 31, 2018 issued under Agreement No. A100460 shall be automatically transferred to and subject to the terms of this successor agreement. A list of these Work Orders may be found in Attachment C. Future funding expanding or renewing those Work Orders shall be included in the funding ceiling listed in 1.3 below.

1.3 The cumulative dollar amount of all approved Work Orders issued under this AGREEMENT shall not exceed One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000).

1.4 This AGREEMENT shall not be utilized (a) for the licensing of pre-existing software or other intellectual property of the UNIVERSITY, (b) for creation and sale of new software, or (c) for the provision of services covered by other agreements.

2. WORK ORDERS.

2.1 The parties agree that the Work performed shall be accomplished by the execution of approved Work Orders (Attachment A). Each Work Order shall specifically reference this AGREEMENT, shall be deemed to be an attachment to this AGREEMENT, shall not, when aggregated with all other executed Work Orders, exceed the cumulative dollar amount set forth in Section 1.3 and shall be governed by the terms of this AGREEMENT. Each Work Order shall be executed by authorized signatories of both parties. The Work Order shall include, but not be limited to, the following:

2.1.1 Project title and a description of the Work to be performed, including any deliverables,

2.1.2 Identification of Departments and points of contact from the COUNTY and the UNIVERSITY,

2.1.3 The cost of the Work performed, including a detailed project budget if required,

2.1.4 The period of performance of the Work Order,

2.1.5 Payment terms,

2.1.6 Special terms and conditions, including reporting requirements, and,

2.1.7 Whether UNIVERSITY will be provided with any data on individuals, vendors of services, licensees or registered persons from "a program for which authority is vested in a component of the welfare system" (within the meaning of Minnesota Statutes 13.46 Subd. 1(b)). Such data is referred to herein as "Welfare Data".

2.2 Any material alterations, variations, modifications, or waivers of provisions of an approved Work Order shall only be valid when they have been reduced to writing as a Change Order (Attachment B) executed by the authorized signatories of both parties.

2.3 Except as expressly provided as an exception to this provision in a Work Order, if there is any conflict between the terms of this AGREEMENT and a Work Order, the terms of this AGREEMENT shall prevail.

3. PAYMENT.

3.1 The UNIVERSITY shall submit invoices for services with the frequency stipulated in the Work Order. Payment shall be made within thirty-five (35) days from receipt of the invoice, unless in the opinion of COUNTY the invoice is incorrect, defective, or otherwise improper. If the COUNTY believes the invoice is incorrect, defective, or otherwise improper, the COUNTY will notify the UNIVERSITY in accordance with this AGREEMENT. UNIVERSITY must submit invoices to COUNTY within three hundred sixty-five days of the date of service to be eligible for reimbursement.

3.2 Payment shall not constitute an acceptance of any Work or services not in accordance with the requirements of the Work Order.

4. DEFAULT AND CANCELLATION.

4.1. Failure to Comply with the Terms of the Master Agreement. If either party materially fails to fulfill its obligations or is believed to be in breach of the terms of the Master Agreement, the non-defaulting party may provide written notice specifying in sufficient detail the nature of the alleged default. If the defaulting party has not cured the default within thirty (30) days of receiving the written notice or described the reasons why it believes no default has occurred, the non-defaulting party may terminate the Master Agreement at its discretion, in accordance with the remaining provisions of this section.

4.2 Failure to Perform on a Work Order. If either party materially fails to fulfill its obligations under an approved Work Order, the non-defaulting party may provide written notice specifying in sufficient detail the nature of the default. Such detail shall include a description of what Work was not properly performed or what product was not properly delivered and what needs to be done to correct the nonconforming Work or deliverable. If the defaulting party has not cured the default within thirty (30) days of receiving the written notice or described the reasons why it believes no default has occurred, the non-defaulting party may terminate the approved Work Order in accordance with the remaining provisions of this section.

4.3. Delay of Payment for Default. Failure to comply with the terms of this Agreement shall be just cause for the COUNTY to delay payment on those Work Orders adversely affected by the alleged failure. Before delaying payment, the COUNTY must furnish written notice to UNIVERSITY in accordance with Section 4.1 or 4.2 specifying the default and what Work Orders are involved in the alleged failure. Payment will be made promptly after resolution within 35 (thirty-five) days. Payments shall not be delayed on Work Order not adversely impacted by the alleged failure.

4.4 Termination of the Master Agreement. Either party may cancel this AGREEMENT at any time, with or without cause, upon ninety (90) days' written notice by certified mail to the other party. The end of the ninety day notice period shall be considered the "effective termination date". Termination costs will be governed by Section 4.6 below. The termination of the Master Agreement shall not impact active individual Work Order(s), which shall be completed as originally scheduled unless terminated in accordance with Section 4.5.

4.5. Termination of a Work Order. Either party may cancel a Work Order at anytime, with or without cause, upon thirty (30) days written notice to the other party. The end of the thirty day notice period shall be considered the "effective termination date". The parties shall cooperate in good faith to wind down the Work. Termination Costs will be governed by Section 4.6 below.

4.6 Termination Costs. In the event of expiration or termination of this AGREEMENT or an approved Work Order hereof for any reason, each Party agrees to reasonably cooperate with the other, and with any successor service provider to ensure an orderly transition and continuity of the Work.

Except as otherwise provided herein, in the event of expiration or termination of this AGREEMENT, or an approved Work Order, hereof for any reason, COUNTY shall pay UNIVERSITY for materials, supplies, equipment, unrefundable travel costs, and severance pay periods incurred prior to the effective termination date. The severance pay periods shall be for any contracted employee, that is not a tenured employee and the severance pay period amount shall be limited to an employee's

approved remaining budgeted compensation on the Work Order. The UNIVERSITY must supply reasonable supporting documentation as requested by the COUNTY.

Except as otherwise provided herein, in the event of expiration or termination of this AGREEMENT, or an approved Work Order, hereof for any reason, COUNTY shall pay UNIVERSITY salaries, benefits, and tuition remission through the end of the current academic semester. For students performing under a then current Work Order.

In the event of a student's malfeasance, misconduct, removal from the Work Order for cause, voluntary quits performing, or the UNIVERSITY cancels an approved Work Order for convenience, the COUNTY shall not be liable for the costs of students beyond those reasonable costs incurred as of the effective date of termination, or such lesser amount as the parties mutually agree to be appropriate.

In the event that the UNIVERSITY cancels this AGREEMENT or an assigned Work Order for convenience, the COUNTY shall pay only the costs incurred prior to the effective termination date.

Immediately following notice of termination, the UNIVERSITY shall stop further work on an approved Work Order and to minimize all costs and uncancellable obligations, including promptly re-directing personnel paid by COUNTY to other projects, when possible.

5. SUBCONTRACTING AND ASSIGNMENT.

5.1 The UNIVERSITY shall not assign, transfer, or subcontract any rights or obligations under this AGREEMENT without the prior written consent of the COUNTY and subject to such conditions and provisions as the COUNTY may deem necessary. The UNIVERSITY shall be responsible for the performance of all subcontractors. The written authorization of the County Administrator, or his/her designee, is required in order to effectuate an assignment or subcontract by the UNIVERSITY.

5.2 If the COUNTY approves the UNIVERSITY'S request to subcontract or assign a Work Order under this Agreement, the UNIVERSITY shall incorporate all provisions of this AGREEMENT into all subcontracts and/or assignments and make copies of all subcontracts and/or assignments available to the COUNTY upon request. Permission to subcontract or assign, however, shall under no circumstances relieve UNIVERSITY of its liabilities and obligations under the AGREEMENT.

UNIVERSITY shall be fully responsible for the performance of the specified contractual services, notwithstanding that nonperformance may have been caused by the acts, omissions, and failure of its subcontractors and lower level contractors at all levels and/or such subcontractors' employees.

6. AMENDMENTS AND MODIFICATION.

6.1 It is understood and agreed that the entire AGREEMENT between the parties is contained herein and that this AGREEMENT supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. It is further understood and agreed that each Work Order, together with this AGREEMENT, shall contain the entire AGREEMENT between the parties, and shall supersede all oral agreements and negotiations between the parties, relating to the subject matter of each Work Order. All items referred to in this AGREEMENT are incorporated or attached, or are to be incorporated and

attached, in accordance with the express terms of this AGREEMENT and any Work Order, and are deemed to be part of this AGREEMENT.

6.2 This AGREEMENT may be amended or extended by written agreement executed by both parties to this AGREEMENT.

7. LIABILITY AND SELF-INSURANCE.

7.1 Each party shall be responsible for its own actions and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party or the results thereof. The COUNTY'S liability shall be governed by the provisions of Minnesota Statutes Chapter 466 and other applicable law. The UNIVERSITY'S liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other applicable law. The UNIVERSITY maintains a program of self-insurance and shall provide County with a certificate evidencing such insurance upon request.

7.2 Nothing herein shall be construed as a waiver by either party of any of the immunities and limitations to which either party may be entitled pursuant to Minnesota Statutes, or pursuant to any other state or federal law, rule or regulation.

7.3 Each party agrees to promptly notify the other party if it becomes aware of any potential claims arising out of the Work or services to be provided hereunder.

8. NO UNIVERSITY ENDORSEMENTS.

8.1 In no event shall the COUNTY (or its successors, employees, agents and contractors) state or imply in any publication, advertisement, or other medium that the UNIVERSITY has approved, endorsed or tested any product or service. In no event shall the UNIVERSITY'S performance of the services described in Section 2 be considered a test of the effectiveness or the basis for any endorsement of a product or service. Notwithstanding the foregoing, the COUNTY may publicly release the Work, report, faculty names, research methodology, recommendations and other items that do not expressly state that the UNIVERSITY endorses the Work.

9. USE OF NAME OR LOGO.

9.1 Each party agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the other party or the name of any representative of the other party in any sales promotion work or advertising, or any form of publicity, without the prior written permission of the other party in each instance. Nothing in the foregoing restricts the County's right to publicly release the Work, including any name, logo, or other marks contained within the Work. The parties may amend the restrictions of this clause in an approved Work Order.

10. RECORDS – AVAILABILITY/ACCESS.

10.1 Subject to the requirements of Minnesota Statutes Section 16C.05, Subd. 5 (as may be amended), the UNIVERSITY agrees that the COUNTY, the State Auditor, the Legislative Auditor or any of their duly authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt,

and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the UNIVERSITY and involve transactions relating to this AGREEMENT. Such materials shall be maintained and such access and rights shall be in force and effect during the period of the AGREEMENT and for six (6) years after its termination or cancellation. This clause does not require access to be provided to client/patient records.

10.2 UNIVERSITY agrees that it will provide access to its annual OMB A-133 audit to COUNTY, the State Auditor, the Legislative Auditor or any of their duly authorized representatives, at any time during normal business hours. A-133 audit reports are also available at any time on-line from the UNIVERSITY Controller's Office web site (see <http://finsys.umn.edu/controller/controllerhome.html>).

11. DATA PRACTICES.

11.1 The COUNTY and the UNIVERSITY, its officers, agents, owners, partners, employees, volunteers and subcontractors agree to abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, the Health Insurance Portability and Accountability Act and implementing regulations, if applicable, and all other applicable State and Federal laws, rules, regulations and orders relating to data privacy or confidentiality, and as any of the same may be amended. Each party shall be responsible for any claims resulting from its officers', agents', owners', partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of such protected data, or other noncompliance with the requirements of this section. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

11.2 Whenever UNIVERSITY will be provided any Welfare Data under a Work Order, this Agreement and the Work Order constitute a contract under which UNIVERSITY becomes part of the welfare system in connection with performing services under the Work Order. All data received by UNIVERSITY under such a Work Order shall be presumed to be non-public, and UNIVERSITY agrees that neither the UNIVERSITY, nor any UNIVERSITY personnel, agents, employees, or subcontractors shall use, disclose or otherwise make available any such data during the term of this Agreement or at any time thereafter except as required to perform services for COUNTY hereunder, including to perform research specified in the Work Order, or as required by law or with COUNTY's express written consent.

12. RIGHTS IN COPYRIGHTS AND PATENTS.

12.1 "Material" shall mean any and all work, product, deliverables, or ideas that UNIVERSITY may perform, create, prepare, conceive or originate either individually or jointly with others and which arise out of the performance of this Agreement.

Subject to the provisions herein, if any Material is copyrightable or patentable by UNIVERSITY, all copyrights and/or patents related to the Material will be the sole and exclusive property of UNIVERSITY. COUNTY agrees, upon request of the UNIVERSITY, to execute all papers and perform all other acts necessary to assist the UNIVERSITY to obtain and register copyrights and patents on the Materials.

UNIVERSITY grants COUNTY a perpetual, irrevocable, royalty-free, worldwide and nonexclusive license to use the copyrighted Material for any legal purpose including but not limited to using, disclosing, reproducing, modifying, preparing derivative works from, distributing, performing and

displaying the copyrighted Material. UNIVERSITY also grants COUNTY a perpetual, irrevocable, royalty-free, worldwide and nonexclusive license to practice or have practiced on behalf of the COUNTY the inventions claimed in any patents arising from Work Orders.

UNIVERSITY shall acquire no right, title or interest in any Data collected, received, or acquired pursuant to this Agreement. UNIVERSITY acknowledges and agrees that Data must be used, controlled and safeguarded in compliance with the terms of this Agreement and applicable law including but not limited to the provisions of the Minnesota Government Data Practices Act and the Health Insurance Portability and Accountability Act. UNIVERSITY agrees that neither the UNIVERSITY, nor any UNIVERSITY personnel, agents, employees, or subcontractors shall use, disclose or otherwise make available any Data subject to controls under applicable law collected, received or acquired during the term of this Agreement or at any time thereafter except as required to perform services for COUNTY hereunder or as required by law or with COUNTY's express written consent. For avoidance of doubt, subject to requirements and controls under applicable laws, UNIVERSITY may retain copies of Data collected, received or acquired pursuant to this Agreement for purposes of publication of methods and results pursuant to Article 14.

13. INTELLECTUAL PROPERTY INFRINGEMENT.

13.1 In the performance of this AGREEMENT and individual Work Orders, UNIVERSITY shall not knowingly infringe the intellectual property rights of any third party. Likewise, in the performance of this AGREEMENT and individual Work Orders, COUNTY shall not knowingly provide UNIVERSITY any materials or information or develop any material that infringes the intellectual property rights of any third party. In the event either the UNIVERSITY or COUNTY discovers either that any of the materials or information used or provided to it or by it, or that any of its other actions in the performance of this AGREEMENT and approved Work Orders, might infringe the intellectual property rights of any third party, or that any third party has claimed or may claim an infringement of its rights, the discovering party shall provide full and prompt notice to the other party of all the material facts and/or of the claim.

13.2 UNIVERSITY represents and certifies that materials produced or used under this AGREEMENT and all Work Orders, including but not limited to software, hardware, documentation, and/or any other item, do not and will not infringe upon any intellectual property rights of another, including without limitation patents, copyrights, trade secrets, trade names, and service marks and names. When legally required, UNIVERSITY shall either (a) obtain the written consent of both the owner and licensor to reproduce, publish, and/or use any such material supplied to the COUNTY hereunder, or (b) re-perform the Work in a manner that allows the COUNTY to use the revised material without violating the rights of any third party, or (c) return the amount paid under the applicable Work Order. Subject to the limitations of the Minnesota State Tort Claims Act, Minn. Stats. 3.736, UNIVERSITY shall defend, indemnify, and hold the COUNTY, its officials, officers, agents, volunteers, and employees harmless, at UNIVERSITY'S own expense, against any action or claim brought against the COUNTY to the extent that it is based on a claim that all or part of the materials infringes upon any patent, copyright, trademark, trade secret, or violates any other proprietary right of a third party, provided that COUNTY gives UNIVERSITY prompt notice of such claim and immediately ceases use of the allegedly infringing material upon direction from UNIVERSITY. UNIVERSITY shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages including, but not limited to, reasonable attorney fees arising out of this AGREEMENT, Work Orders, amendments and supplements thereto, which are attributable to such claims or actions. The obligations of UNIVERSITY stated in this

Section shall survive termination, expiration, non-renewal, or rescission of this AGREEMENT or Work Order.

13.3 COUNTY represents and certifies that materials produced by it or provided to UNIVERSITY for UNIVERSITY'S use under this AGREEMENT and all Work Orders, including but not limited to software, hardware, documentation, and/or any other item, do not and will not infringe upon any intellectual property rights of another, including without limitation patents, copyrights, trade secrets, trade names, and service marks and names. When legally required, COUNTY shall either (a) obtain the written consent of both the owner and licensor to reproduce, publish, and/or use any such material supplied to the UNIVERSITY hereunder, or (b) re-perform its work under the Work Order in a manner that allows the UNIVERSITY to use the revised material without violating the rights of any third party, or (c) pay the full contract price under the applicable Work Order. Subject to the limitations of the Minnesota Municipal Tort Claims Act, Minn. Stats. Chapter 466, COUNTY shall defend, indemnify, and hold the UNIVERSITY, its officials, officers, agents, volunteers, and employees harmless, at COUNTY'S own expense, against any action or claim brought against the UNIVERSITY to the extent that it is based on a claim that all or part of the information or materials infringes upon any patent, copyright, trademark, trade secret, or violates any other proprietary right of a third party, provided that UNIVERSITY gives COUNTY prompt notice of such claim and immediately ceases use of the allegedly infringing material upon direction from COUNTY. COUNTY shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages including, but not limited to, reasonable attorney fees arising out of this AGREEMENT, Work Orders, amendments and supplements thereto, which are attributable to such claims or actions. The obligations of COUNTY stated in this Section shall survive termination, expiration, non-renewal, or rescission of this AGREEMENT or Work Order.

14. PUBLICATIONS AND DISTRIBUTIONS.

14.1 Publication of methods and results derived from this project in theses or academic or professional journals or their presentation at symposia or scholarly meetings is hereby authorized, provided they contain the required acknowledgement of COUNTY funding/support, and necessary steps have been taken to protect copyright and other intellectual property rights from the project. As appropriate, in the event that UNIVERSITY distributes any other Work Order deliverable in any format, UNIVERSITY shall include an acknowledgement of COUNTY funding/support.

15. NON-DISCRIMINATION.

15.1 In accordance with applicable law, both parties agree that they shall not exclude any person from full employment rights or participation in, or the benefit of, any program, service or activity on the grounds of race, color, creed, religion, age, disability, marital status, sexual orientation, public assistance status, or national origin, and no person who is protected by applicable federal or state laws against discrimination shall be otherwise subjected to discrimination.

15.2 AIDS Policy. UNIVERSITY agrees to adhere to Hennepin County's AIDS Policy which provides that no employee, applicant, or client shall be subjected to testing, removed from normal and customary status, or deprived of any rights, privileges, or freedoms because of his or her AIDS status except for clearly stated specific and compelling medical and/or public health reasons. UNIVERSITY shall establish the necessary policies concerning AIDS to assure that COUNTY clients in contracted programs and UNIVERSITY'S employees in COUNTY contracted programs are afforded the same treatment with regard to AIDS as persons directly employed or served by the COUNTY.

15.3 Culturally Appropriate Services. Consistent with applicable law, UNIVERSITY agrees that all services will be delivered in a manner which is respectful and culturally appropriate to the service recipients. Culturally appropriate is defined as services that are delivered to reflect the unique individual needs of the recipients such as language, racial/ethnic background, and social/religious background. UNIVERSITY agrees to make reasonable efforts both to provide staff for delivery of services who are effective in working with the diversity of the clients receiving those services, and to secure ongoing input from individuals who reflect the non-represented culture.

16. JURISDICTION AND VENUE.

16.1 The laws of the State of Minnesota thereto, shall govern this AGREEMENT, approved Work Orders and amendments. Venue for all legal proceedings arising out of this Agreement, or breach thereof, shall be in the state court with competent jurisdiction in Hennepin County, Minnesota.

17. INDEPENDENT CONTRACTOR.

17.1 Each party shall select the means, method, and manner of performing the services herein. Nothing is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting one party as the agent, representative, or employee of the other party for any purpose or in any manner whatsoever. Each party is to be and shall remain an independent contractor with respect to all services performed under this AGREEMENT. Each party represents that it has or will secure at its own expense all personnel required in performing services under this AGREEMENT. Any and all personnel of a party or other persons while engaged in the performance of any Work or services required under this AGREEMENT shall have no contractual relationship with the other party, and shall not be considered employees of the other party. Any and all claims that may or might arise under the Minnesota Economic Security Law or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel, arising out of employment or alleged employment, including, without limitation, claims of discrimination against a party, its officers, agents, contractors, or employees shall in no way be the responsibility of the other party. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the other party, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Re-employment Compensation, disability, severance pay, and retirement benefits.

18. NOTICES.

18.1. **Duty to Notify.** UNIVERSITY shall promptly notify the COUNTY of any claim, action, cause of action, or litigation brought against UNIVERSITY, its employees, officers, agents or subcontractors which arises out of the services contained in this Agreement. UNIVERSITY shall also notify the COUNTY whenever UNIVERSITY has a reasonable basis for believing that UNIVERSITY and/or its employees, officers, agents or subcontractors, and/or the COUNTY might become the subject of a claim, action, cause of action, criminal arrest, criminal charge, or litigation arising out of and/or related to the services contained in the Agreement. Failure to provide the notices required by this section is a material violation of the terms and conditions of this Agreement.

18.2 Any notice or demand which must be given or made by a party hereto under the terms of this AGREEMENT or any statute or ordinance shall be in writing, and shall be delivered personally or by certified mail or courier. Notices to the COUNTY shall be sent to the County Administrator with a copy to the originating COUNTY Department at the address given in the approved Work Order. Notice to UNIVERSITY shall be sent to the UNIVERSITY's Office of Sponsored Projects Administration and to the University Department at the address given in the approved Work Order.

19. SEVERABILITY AND NON-WAIVER.

19.1 In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

20. SURVIVING CLAUSES.

20.1 All provisions of this AGREEMENT which by their sense and content are intended to survive the performance, termination, or cancellation of this AGREEMENT shall survive, including, but not limited to, clauses 7 Liability and Self Insurance, 10 Records – Availability/Access, 11 Data Practices, 12 Rights in Copyrights and Patents, 13 Intellectual Property Infringement, 14 Publications and Distributions and 16 Jurisdiction and Venue.

21. CLINICAL SERVICES

If Work Orders involve clinical services, the following requirements shall also apply:

21.1. In the event that Contracted Services provided to Eligible Recipients that are defined in an approved Work Order may be reimbursed by private health insurance, Title XIX-Medical Assistance, Minnesota Care, or General Assistance Medical Care, the UNIVERSITY shall bill such third parties. COUNTY is responsible for informing the UNIVERSITY via the Work Order prior to the start of work if Contracted Services will be subject to this clause.

21.2. The UNIVERSITY agrees that every reasonable effort will be made to enroll individuals into private health insurance, Title XIX-Medical Assistance, Minnesota Care, or General Assistance Medical Care, prior to determining the eligibility of individuals to receive Contracted Services under the terms of the Work Order.

21.3. The UNIVERSITY agrees to notify the COUNTY if full or partial payment is received from any source other than this Agreement for any Eligible Recipient also paid for by the COUNTY. In such cases, the UNIVERSITY shall return to the COUNTY any duplicate payment by the COUNTY for such eligible Recipients.

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COUNTY BOARD AUTHORIZATION

Reviewed for COUNTY by
the County Attorney's Office:

Mike Benard

Date: 8/14/18

COUNTY OF HENNEPIN

STATE OF MINNESOTA

By: Janis A. Callin
Chair of Its County Board

ATTEST: YC Clark
Deputy/Clerk of County Board

Date: 8.17.18

By: [Signature]
Assistant/Deputy County Administrator
Department Director of [Redacted]

Date: 8/15/18

Reviewed by Office of the General
Counsel

By: [Signature]
Associate General Counsel

Date: 8.24.18

REGENTS OF THE UNIVERSITY OF MINNESOTA

By: Andrea Marshall

Printed Name: Andrea Marshall, Assistant Director
Sponsored Projects Administration

Printed Title: _____

Date: 8/24/18

*CONTRACTOR shall submit applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. This documentation shall be submitted at the time CONTRACTOR returns the Agreement to COUNTY. Documentation is not required for a sole proprietorship.