

COUNTY OF OLMSTED, MINNESOTA
Interpreter Services
Contract #2022-420

THIS AGREEMENT, made by and between the County of Olmsted, Minnesota, hereinafter called the "County", and Intercultural Mutual Assistance Association (IMAA) at 2500 Valleyhigh Drive, NW Rochester, MN 55901, hereinafter called the "Provider" and the services to be performed by Provider shall hereinafter be referred to as the "Project".

WITNESSETH, that the County and the Provider, for the consideration hereinafter stated, agree as follows:

- I. **Contractual Term.** This Contract shall commence on December 1, 2021 and expire on November 30, 2026. The initial term of this contract will be five (5) years with options to renew if mutually agreed upon, in writing, by both parties. Periodic reviews may be held to ensure the agreement is running efficiently and effectively for all parties.
- II. **Applicability.** This Contract shall be applicable only for services provided to Olmsted County clients where there is no other payor source identified by the County.

Olmsted County shall not be financially responsible for services provided to or on behalf of 1) clients on Olmsted County managed care programs, 2) Medical Assistance or 3) other payor sources identified in the request submitted by Olmsted County. Olmsted County shall not supplant other payor sources, including paying for non-covered costs, such as no shows or cancellations. Provider may confirm payor source with Olmsted County prior to the provision of services.

- III. **Compensation.**
 1. Provider shall be paid according to the description below for Olmsted County clients. Fees are not based on any guaranteed usage of service or estimated hours. However, it is the County's policy to utilize the Provider as the primary agency to provide on-site interpreting using local interpreters whenever possible.
 2. Face-to-Face Interpreting provided will be billed as follows:
 - a. First hour shall be billed at a rate of \$44.00 per hour
 - b. Each appointment will have a minimum charge of \$44.00 (one hour)
 - c. Services extending beyond the first hour will be billed in fifteen-minute units at a rate of \$11.00 per unit.
 - d. In the event a face-to-face appointment is not able to occur, it may be conducted by phone and charged using the rate structure listed above.
 3. In cases that the same interpreter is scheduled at least seven consecutive hours of service, a Flat Daily Rate will be billed as follows:
 - a. A flat rate of \$308.00 per day for at least seven consecutive hours.
 - b. One day equals up to eight consecutive hours.
 - c. Services extending beyond eight consecutive hours shall be billed in fifteen-minute units at a rate of \$11.00 per unit.

4. If a client is on an applicable health plan such as, but not limited to, Medical Assistance, Blue Plus, Medica or South Country Health Alliance, Provider shall bill directly to the health plan for reimbursement.
5. Provider must submit invoices to the County within thirty (30) days of the service date.
6. Olmsted County shall, within thirty-five (35) days of the receipt of invoice per Minnesota State Statute 471.425, subd 2a, make payment for all units of service billed for eligible clients that are correct and complete. It is understood and agreed that total payment under this agreement shall not exceed the amounts specified in the Compensation section above.
7. Service rates listed above shall be in effect until November 30, 2024. In August, 2024, Provider may have the option to request a rate adjustment for the remaining 2 years of the agreement which shall include the requested rate, along with a formal cost justification written on Provider letterhead. Any rate requests are contingent upon county approval and shall only be valid when they have been reduced to writing, duly signed, and attached to the original of this agreement as stated in the Amendments section of this agreement.

IV. Scope of Services. The scope of services is for onsite, face-to-face interpreting. No phone interpreting will be utilized through this contract which the exception of when an appointment has already been scheduled and can no longer be provided in person.

1. Cancellation Policy-

- a. The County will notify Provider as soon as possible when a cancellation is made. Provider requires that the notification be made by phone, email or fax.
- b. If the cancellation notification is made more than four (4) business hours in advance of the scheduled appointment, the County will not be charged anything for the cancellation.
- c. If the cancellation notification is made less than four (4) business hours in advance of the scheduled appointment, Provider will make every effort to contact the confirmed interpreter. In this situation:
 - i. If Provider is able to notify the interpreter prior to the interpreter being en route, the County will not be charged anything for the cancellation.
 - ii. If Provider is unable to notify the interpreter prior to being en route, the County will be charged for the cancellation as follows:
 - \$44.00 for the cancellation of face-to-face appointment scheduled by the hourly rate.
 - \$130.00 for the cancellation of face-to-face appointment scheduled for the flat daily rate.
- d. If the appointment results in a no show, Provider will be paid the \$44.00 hourly rate.

2. Procedure Prior to Interpreter Appointments –

- a. Provider shall call clients 24 hours in advance to confirm upcoming appointments. If there is no answer, Provider will try again. Provider shall try up to two times prior to an appointment.
- b. If Provider is unable to confirm the appointment, interpreter shall make every effort to notify the Provider. The Provider will make every effort to notify the requestor about being unable to confirm the appointment.
- c. Provider's interpreters shall arrive approximately 15 minutes prior to the appointment in order to be prepared and allow the appointment to begin on time. Billing will begin at the schedule appointment time.
- d. If the interpreting appointment is at the home of a client, the interpreter shall wait outside until a representative of the County arrives.

3. Handling Complaints –

- a. Provider's policy is any breach of confidentiality is immediate dismissal.
- b. Other complaints will be brought to the attention of the interpreter coordinator and handles within by the Provider. It will ultimately be at the County's discretion whether the County feels comfortable using an interpreter again. While a complaint is being investigated, the interpreter will be taken off the list. A written account of the action and correction is preferred so all parties have the incident documented. The County will also investigate claims internally with its staff in order to resolve issues quickly.

V. Subcontracting. The Provider shall not enter into any subcontract with another agency for performance of any of the services contemplated under this contract nor assign any interest in the contract without prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. However, the County understands majority of interpreters utilized by the Provider are independent contractors. The Provider shall be responsible for performance of all subcontractors.

VI. Notices. All notices and other communications shall be sufficiently given when delivered via email or postal mail to the parties as set forth below:

1. Olmsted County: Olmsted County Contract Management
 2117 Campus Drive SE
 Rochester, MN 55904
 HHHContractManagement@olmstedcounty.gov
2. The Provider: Armin Budimlic
 Intercultural Mutual Assistance Association
 2500 Valleyhigh Drive NW
 Rochester, MN 55901
 Armin.budimlic@imaa.net

VII. Conflict of Interest. No employee, officer or agent of Olmsted County shall participate in the administration of this contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when one of the following has a financial or other interest in Provider:

- (1) The employee, or an officer or agent of the employee;
- (2) Any member of the employee's immediate family;
- (3) The employee's business partner; or
- (4) An organization which employs, or is about to employ, any of the above.

Olmsted County's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, subcontractors, or other parties to sub agreements whereby the intent could be inferred as influencing the employee in the performance of his or her duties or was intended as a reward for any official act on his or her part.

VIII. Independent Contractor. Provider is an Independent Contractor. Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint venturers with the County. No tenure or any rights or benefits, including workers' compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, or other benefits available to the County employees, shall accrue to Provider or employees of Provider performing services under this Agreement.

IX. Legal Compliance. During the performance of its responsibilities under this Agreement, Provider agrees to the following: No person shall, on the ground of race, color, religion, age, sex, disability, marital status, public assistance status, affectional preference, familial status, ancestry, creed, or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.

Data Privacy - For purposes of this Contract all data created, collected, received, stored, used, maintained, or disseminated by Provider in the performance of this Contract is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as the Federal laws on data privacy. If Provider is performing a governmental function as defined in Minn. Stat. Section 13.05, Subd. 11 as part of its contract duties, it must comply with those requirements as if it were a governmental entity. The remedies in Minn. Stat Section 13.08 apply to the Provider. Provider does not have a duty to provide access to public data to the public if the public data are available from the County, except as required by the terms of this Contract. All subcontracts shall contain the same or similar data practices compliance requirements.

HIPAA – To the extent that Provider performs a function or activity involving the use of “protected health information” (45 CFR 164.501), on behalf of Olmsted County, including, but not limited to: providing health care services; health care claims processing or administration; data analysis, processing or administration; utilization review; quality assurance; billing; benefit management; practice management; re-pricing or otherwise as provided by 45 CFR § 160.103, provider/contractor is a business associate of Olmsted County for purposes of Health Insurance Portability and Accountability Act of 1996. Provider agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Part 160-164), (collectively referred to as “HIPAA”) and has executed an addendum to this Agreement for purposes of compliance with HIPAA, which addendum is incorporated herein by this reference.

Business Records - Provider shall keep such business records pursuant to this Agreement as would be kept by a reasonable prudent practitioner of Provider’s profession. Provider shall maintain such records for at least 6 years from the date services or payment were last provided or made or longer if any audit on progress requires a longer retention period. All accounting records shall be kept in accordance with generally accepted accounting practices. County shall have the right to audit and review all such documents and records at any time during Provider’s regular business hours or upon reasonable notice. These records are subject to examination, duplication, transcription and audit by County and either the Legislative or State Auditor of the State of Minnesota pursuant to Minnesota Statute §16C.05, subd 5. Such evidence is also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract.

The Provider shall comply with all employment laws and regulations regarding safety. The Provider shall ensure all staff is properly trained in safe work practices and procedures.

The Provider shall comply with Minnesota’s Freedom to Breathe law and the “Olmsted County Smoke-Free Workplace Ordinance”, on file in the County Administrator’s office, which was adopted on the 23rd day of January 2007. Included in the ordinance is the condition that smoking is prohibited within fifteen (15) feet of entrances, exits, open windows, and ventilation intakes of public places and places of work.

- x. **Indemnification.** Provider agrees to protect, defend, indemnify and hold Olmsted County, its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character (hereinafter collectively "claims") in connection with or arising directly or indirectly out of the contract or the performance hereof by the Provider or any subcontractor. Without limiting the generality of the foregoing, any and all such claims, relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

Provider further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, at its sole expense and agrees to bear all other costs and expenses related thereto, whether or not it is alleged or determined that the Provider was negligent, and without regard to whether such claim is groundless, false, or fraudulent.

Provider agrees, to the fullest extent permitted by law, to indemnify and hold the County harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Provider's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subcontractors or anyone for whom Provider is legally liable.

Olmsted County shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the Provider, its officers, employees against any all liability, loss, costs, damages, expenses, claims and actions, including reasonable attorney's fees which the Provider, its officers and employees, may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the County, its agents, obligations pursuant to this agreement. It is understood and agreed that the County's liability shall be limited by the provisions of Minnesota Statutes Chapter 466 or other applicable law. In addition, the County does not waive its right to claim applicable defenses or immunities to which it may be entitled under state or federal law.

- XI. **Insurance.** The Provider shall purchase, provide and maintain, as its own expense, such insurance as will protect the Provider from claims set forth below. Proof of such insurance shall be furnished to the County prior to the commencement of any work and shall be maintained throughout the life of this contract and shall be evidenced by the carriers' certificates, filed with the County. The Provider shall supply the County with a list of subcontractors and shall verify and take responsibility for the subcontractor's proof of insurance. Insurance shall be in force the first day of the Contract. Insurance shall not be canceled, limited in scope of coverage or non-renewed until after thirty (30) days written notice has been given to:

**Olmsted County Purchasing
151 4th Street SE
Rochester, MN 55904**

It is agreed that any insurance maintained by the County will not contribute with insurance provided by this policy.

The Provider shall not commence work until the Provider has obtained required insurance and filed an acceptable certificate of insurance with the County. All insurance policies shall

be open to inspection by the County, and copies of policies shall be submitted to the County upon written request. The County must be added as an additional insured.

1. Commercial General Liability – A single or combined limit occurrence based general liability insurance policy which shall include a broad form comprehensive liability endorsement and a contractual endorsement, which shall include the following coverages at a minimum:

Bodily Injury/Property Damage	\$1,000 per person \$2,000 per occurrence
Umbrella	\$1,000,000 each occurrence/aggregate (May require higher limit for certain jobs)

2. Workers Compensation and Employer's Liability Insurance – Provider shall procure and maintain a policy that at least meets Minnesota statutory minimum and is covered for work in Minnesota.

The above subparagraph establishes minimum insurance requirements, and it is the sole responsibility of the Provider to purchase and maintain additional insurance that may be necessary in connection with this contract.

XII. Contractor Debarment, Suspension, and Responsibility Certification. Federal Regulations 45 CFR 92.35 prohibits Olmsted County from purchasing good or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subd. 2, provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State of Minnesota or Olmsted County.

Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner. By signing this Agreement, the Provider certifies that they are in compliance with these regulations.

XIII. Amendments. Any material alterations, variations, modifications or waivers of provisions of this agreement shall only be valid when they have been reduced to writing, duly signed, and attached to the original of this agreement.

XIV. Dispute Resolution. In the event of a dispute between the Provider and the County, the parties shall engage in mediation of the dispute. The Provider and the County shall select an independent, mutually acceptable third party to mediate the matter. This independent third party shall mediate the dispute, and failing to reach an agreement, shall have exclusive and final jurisdiction to render a decision in a dispute with a monetary value not to exceed \$25,000. In a dispute in excess of this amount, the parties may agree to an arbitrator or submit the dispute to Olmsted County District Court or any applicable federal court with jurisdiction. The Provider and the County will split the cost of mediation or arbitration, with each party paying half the cost.

XV. Waiver of Terms and Conditions. The failure of Olmsted County or Provider to enforce one or more of the terms or conditions of the Contract or to exercise any of its rights or privileges, or the waiver by Olmsted County of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

XVI. Assignment of Contractual Rights. It is agreed that the Provider will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous written consent of Olmsted County and any sureties, and

subject to such conditions and provisions as the County may deem necessary. The Provider shall be responsible for the performance of all subcontractors.

XVII. Interpretation, Jurisdiction, and Venue. All contractual agreements shall be subject to, governed by, and construed and interpreted solely according to the laws of the State of Minnesota. The Provider hereby consents and submits to the jurisdiction of the appropriate courts of Minnesota or of the United States having jurisdiction in Minnesota for adjudication of any suit or cause of action arising under or in connection with the contract documents, or the performance of such contract, and agrees that any such suit or cause of action may be brought in any such court.

XVIII. Termination. The Agreement may be terminated by the mutual consent of both parties, or by either party upon 30 days, with or without cause, by notifying the authorized representative.

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

1. If County 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 at the County's option or in the County's sole discretion be modified to accommodate a reduction in funds.
2. If federal or 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.
3. If any license or certificate required by law or regulation to be held by the Provider to provide the services required by this contract is for any reason denied, revoked, or not renewed.

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

Time is of the essence in this agreement and failure by the Provider to perform its obligations in a timely manner may be considered by the County to be a material breach of this agreement. The County by written notice of default (including breach of contract) to the Provider may terminate the whole or any part of this agreement:

1. If the Provider fails to provide services called for by this contract within the time specified herein or any extension thereof; or
2. 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 County, fails to correct such failures within a period of 10 calendar days or such longer period as the County may authorize in writing after receipt of notice from the County specifying such failure. If the County grants Provider an extension of time to perform, any such extension of time shall not operate to release any surety from its obligations; or
3. If Provider admits in writing it is bankrupt, or by a filing by the Provider of a voluntary petition under the Federal Bankruptcy Act; or the filing of an involuntary petition under the Federal Bankruptcy Act against the Provider, unless dismissed within ninety (90) days; or

4. If the Provider makes any arrangement with or for the benefit of Provider's creditors involving an assignment to a trustee, receiver or similar beneficiary; or
5. If the Provider makes any material misrepresentations in the documents provided and relied upon by the County in the making of this agreement; or
6. If a court of competent jurisdiction finds that the Provider persistently disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction.

In such event, the Provider shall be entitled to compensation for work performed in compliance with the contract specifications up to the date of termination based upon payment terms of this Agreement. Such payment will not exceed the maximum amount provided for by the terms of this Agreement.

The rights and remedies of the County provided in this 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 Agreement.

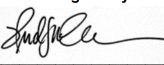
If said contract is terminated in whole or in part for default, the County may procure, upon such terms and in such manner, as the County may deem appropriate, a contract similar to that so terminated. The Provider shall be liable to the County for any excess costs for such similar procurement and shall continue the performance of said contract to the extent not terminated under the provisions of this clause.

XIX. List of Contract Documents. Contract documents shall consist of the following:

1. Signed Agreement
2. HIPAA Business Associate Addendum (BAA)
3. Provider's Proposal dated November 16, 2021
4. Insurance Certificate(s)

This agreement together with the contract documents from the entire contract between the parties, and all contract documents are as fully a part of this agreement as if attached hereto or herein repeated. The hierarchy of documents is listed in order of precedence.

OLMSTED COUNTY

BY: 
A8F097BBCC2244A...
Heidi Welsch
County Administrator

DATED: 2/4/2022 | 4:51 PM CST

INTERCULTURAL MUTUAL ASSISTANCE ASSOCIATION

BY: 
02F0ACTFCE49448...
Armin Budimlic
Executive Director

DATED: 2/8/2022 | 10:17 AM CST