

LCTS SUB-CONTRACTOR AGREEMENT

This Agreement is between the COUNTY OF DAKOTA, STATE OF MINNESOTA ("COUNTY"), on behalf of the Dakota County Social Services Department, 1 Mendota Rd W, West St Paul, MN 55118 ("DEPARTMENT" or "DCSS"), and Independent School District No. 196 14445 Diamond Path W, Rosemount, MN 55124 ("SUB-CONTRACTOR").

WHEREAS, pursuant to the Children and Community Services Act, Minnesota Statutes, Section 256M.01 to 256M.90 as now in force or as hereafter enacted, COUNTY has identified a certain population within Dakota County who need administrative and/or case management services; and

WHEREAS, pursuant to the contract between Dakota County and the Minnesota Department of Human Services Contract To Participate in the Local Collaborative Time Study ("LCTS"), Dakota County Contract # 213564 executed 6/23/2022, ("LCTS Contract") COUNTY is authorized to implement the LCTS Contract; and

WHEREAS, the LCTS Contract provides that COUNTY and others will act cooperatively to enhance federal funding to local children's mental health collaboratives and family service collaboratives; and

WHEREAS, COUNTY requires the assistance of certain local entities in providing administrative services under Titles IV-E and XIX of the Social Security Act, and in creating or implementing a family service collaborative and a children's mental health collaborative as specified in the LCTS Contract, for purposes of calculating the amount of federal funds earned by a collaborative and SUB-CONTRACTOR under said Act, and/or administering said funding on behalf of a collaborative; and

WHEREAS, SUB-CONTRACTOR represents it is qualified and willing to participate in a family service collaborative and a children's mental health collaborative (Collectively referred to as the "Dakota County Collaborative" or as "CMHC and FSC") and to perform the services set forth herein; and

WHEREAS, SUB-CONTRACTOR will best serve the needs of the identified target population by furnishing services;

NOW, THEREFORE, COUNTY and SUB-CONTRACTOR agree as follows:

1. TERM OF AGREEMENT

This Agreement shall commence on January 1, 2026, and expire on June 30, 2027, unless cancelled or terminated earlier in accordance with the provisions herein.

2. DESCRIPTION OF SERVICES

SUB- CONTRACTOR will provide Contracted Services as described in EXHIBIT C: SUB-CONTRACTOR DUTIES AND FINANCIAL INFORMATION.

3. PAYMENT FOR SERVICES

SUB-CONTRACTOR shall receive payment for their services under this Agreement in an amount authorized by the Dakota County Collaborative.

4. METHOD OF PAYMENT

- A. COUNTY shall act as over-all fiscal agent for the LCTS and the CMHC and FSC and will receive and distribute, according to the written policies of the CMHC and FSC, any quarterly reimbursements of LCTS funds made by the federal government through the State of Minnesota. COUNTY will maintain an integrated fund from which disbursements are made according to any written policies of the CMHC and FSC.
- B. COUNTY shall make all required reports to the State, CMHC and FSC according to the terms of the LCTS Contract. SUB-CONTRACTOR agrees and understands that COUNTY must receive all data, reports and information (from SUB-CONTRACTOR) as required by the LCTS Contract to comply with the reporting requirements of the LCTS Contract.

5. ADDITIONAL DOCUMENTS

The “LCTS Contract” is attached as EXHIBIT A: LCTS Contract. Definitions pertaining to the SUB-CONTRACTOR contract are attached as EXHIBIT B. SUB-CONTRACTOR’s services are described in EXHIBIT C: SUB-CONTRACTOR DUTIES AND FINANCIAL INFORMATION. The Dakota County Collaborative “Joint Powers Agreement” is attached as Exhibit D: Joint Powers Agreement.

6. INDEPENDENT CONTRACTOR

SUB-CONTRACTOR shall select the means, method, and manner of performing the services herein. Nothing is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto or as constituting SUB-CONTRACTOR as the agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. SUB-CONTRACTOR is to be and shall remain an independent contractor with respect to all services performed under this Agreement. SUB-CONTRACTOR will secure at its own expense all personnel required in performing services under this Agreement. Any personnel of SUB-CONTRACTOR or other persons while engaged in the performance of any work or services required by SUB-CONTRACTOR under this Agreement shall have no contractual relationship with COUNTY, and shall not be considered employees of COUNTY. COUNTY shall not be responsible for any claims related to or on behalf of any of SUB-CONTRACTOR’s personnel, including without limitation, claims that arise out of unemployment or alleged employment under the Minnesota Unemployment Insurance Law (Minnesota

Statutes Chapter 268) or the Minnesota Workers' Compensation Act (Minnesota Statutes, Chapter 176), or claims of discrimination arising out of state, local, or federal law, against SUB-CONTRACTOR, its officers, agents, contractors, or employees. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind from COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability, severance pay, and retirement benefits.

7. ADDITIONAL UNDERSTANDINGS

INTENTIONALLY OMITTED

8. RECORDS, REPORTS, AUDIT AND MONITORING PROCEDURES

A. Records

(1) SUB-CONTRACTOR shall maintain the following records:

(a) Financial records through an accounting system which sufficiently and properly reflects all revenue received and all direct and indirect costs of any nature incurred in the performance of this Agreement as determined by COUNTY. All financial transactions must have original supporting documentation.

(b) An Accounting Policy and Procedure Manual as part of a sound financial accounting system.

(2) SUB-CONTRACTOR shall maintain all program and financial records during the term of the Agreement and for six (6) years after its termination, cancellation or expiration for audit purposes. However, if COUNTY furnishes written notice during this period requesting retention of records to allow completion of an audit by COUNTY or its ultimate sources of funds, SUB-CONTRACTOR shall retain records for the period requested.

B. Reports and Information Requirements

(1) SUB-CONTRACTOR shall submit the following reports:

(a) Annual program-specific Line Item Revenue and Expense Statements and Administrative Allocation Schedule, including methodology used, within thirty (30) days after the end of the reporting period, unless otherwise indicated in writing by COUNTY.

(b) If an independent audit is performed, SUB-CONTRACTOR shall submit a copy to COUNTY.

(c) SUB-CONTRACTORs who meet the threshold of federal expenditures as set forth by the Federal Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Grant Guidance), must submit a copy of their independent financial statement audit report(s) and a "Single Audit", within thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period, whichever occurs first.

(2) COUNTY may duplicate, use, and disclose in any manner consistent with applicable law, and have others do so, all data delivered under this Agreement.

C. Audit and Monitoring Procedures

(1) COUNTY, the state of Minnesota, the U.S. Department of Health and Human Services, and the State Auditor or any of their duly authorized representatives during normal business hours, and as often as they may deem reasonably necessary, shall have access to and the right to audit, examine, copy, excerpt, and transcribe any program and fiscal books, documents, papers, records, etc., and accounting procedures and practices of SUB-CONTRACTOR which are relevant to this Agreement. Such access must be consistent with the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13, and with Minnesota Statutes, section 16C.05, subd. 5, now in force or as hereafter enacted. Such materials shall be maintained and such access and rights shall be in force and effect during the period of this Agreement and for six (6) years after its expiration, cancellation, or termination.

(2) The Contract Manager or other personnel of COUNTY may conduct periodic site visits to determine compliance with this Agreement and evaluate the quality of services purchased under this Agreement. Such visits may be made within the hours of operation of SUB-CONTRACTOR.

(3) COUNTY reserves the right to evaluate, and to authorize independent evaluations of the Contracted Services.

9. RECORDS

Subject to the requirements of Minnesota Statutes, section 16C.05, subd. 5, COUNTY, the State Auditor, or any of their authorized representatives, 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 SUB-CONTRACTOR and involve transactions relating to this Agreement.

SUB-CONTRACTOR shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its expiration, cancellation or termination.

10. COMPLIANCE

- A. When required, SUB-CONTRACTOR shall work with vendors or other subcontractors who are and remain licensed by the state of Minnesota during the term of this Agreement, if applicable. COUNTY will only pay for Contracted Services provided pursuant to such licensing provisions when required.
- B. SUB-CONTRACTOR shall notify the Contract Manager upon receipt of notice of conditional license or license revocation even if notices are under appeal. This is in addition to any other notification requirements.
- C. When licensing is required, loss of the same shall be cause for cancellation/termination of this Agreement effective as of receipt of notice of cancellation/termination, other provisions for cancellation/termination of this Agreement notwithstanding.
- D. The Parties shall comply with all applicable law, conditions of any funding sources, regulations, rules and ordinances currently in force or later enacted.
- E. SUB-CONTRACTOR certifies that their organization and their staff and their principals are not suspended or debarred, and therefore are not excluded from receiving government funds under Federal OMB Uniform Grant Guidance Compliance Supplement. SUB-CONTRACTOR shall immediately notify COUNTY, in writing, if it, its organization, staff and/or principals are notified of suspension, debarment, or other proceedings that would affect their ability to receive funds from the state of Minnesota or the federal government.
- F. SUB-CONTRACTOR certifies it will comply with the Single Audit Act and OMB Uniform Grant Guidance, now in force or as subsequently amended, as applicable. All sub-recipients expending \$750,000 or more of federal funds in a fiscal year shall complete financial and compliance audits made in accordance with the Single Audit Act and/or OMB Uniform Grant Guidance, as applicable. Failure to comply with these requirements may result in forfeiture of federal funds.
- G. If the source or partial source of funds for payment of services under this Agreement is from federal or state monies or from a federal, state or other grant source, SUB-CONTRACTOR is bound by and shall comply with applicable law, rules, regulations, applicable documentation, other COUNTY directives relating to the source and utilization of such funds, and, as applicable, the Federal Award Contract Provisions Addendum.
- H. SUB-CONTRACTOR agrees to comply with applicable state of Minnesota Rules governing social services currently in force or later enacted.

11. DATA PRIVACY AND SECURITY

- A. The parties, their officers, agents, owners, partners, employees, volunteers and subcontractors shall, to the extent applicable, abide by the provisions of the

Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13 (MGDPA) and all other applicable law, rules, regulations and orders relating to data or the privacy, confidentiality or security of data. For clarification and not limitation, the parties agree that the requirements of Minnesota Statutes, section 13.05, subd. 11, apply to this Agreement. Each party shall promptly notify the other if the party becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA or other data, data security, privacy or confidentiality laws, and shall also comply with the other requirements of this clause.

Classification of data, including trade secret data, will be determined pursuant to applicable law and, accordingly, merely labeling data as "trade secret" does not necessarily make the data protected as such under any applicable law.

If either party has access to or possession/control of the other party's data, the party shall safeguard and protect the data in accordance with generally accepted industry standards and all laws. Each party shall immediately notify the other party of any known or suspected security breach or unauthorized access to the other party's data, then comply with all responsive actions determined to be necessary.

- B. In accordance with Minnesota Statutes, section 13.46, subdivision 10 now in force or as hereafter enacted, the parties shall each specify a Responsible Authority who shall allow the Responsible Authorities in other components of the welfare system access to data classified as non-public when access is necessary for the administration and management of programs or as authorized or required by state or federal law. Each party shall notify the other of the name of the Responsible Authority.
- C. COUNTY may, in its sole discretion, grant SUB-CONTRACTOR limited access to COUNTY computer/data systems, including but not limited to COUNTY computers, networks, databases, applications and/or environments, ("County Systems") exclusively for the purposes of performing services hereunder. County Systems may be owned by COUNTY or may be licensed by COUNTY from a third party. If COUNTY grants access to County Systems, SUB-CONTRACTOR and all SUB-CONTRACTOR personnel with access to County Systems: (i) shall secure and safeguard all access and authentication information related to County Systems, including but not limited to usernames, passwords, and other applicable authentication information related to County Systems access, ("Authentication Credentials"); (ii) shall not share or distribute Authentication Credentials with any individual; and (iii) shall comply with then applicable COUNTY data practices and security policies, procedures, rules and directions when accessing and using County Systems. Compliance with such requirements is supplemental to SUB-CONTRACTOR's duty to comply with applicable law and regulations and SUB-CONTRACTOR's ordinary duty of care in such situations.

For clarification and not limitation of the foregoing, SUB-CONTRACTOR's access to County Systems shall be subject to the following: (i) SUB-CONTRACTOR shall notify all personnel with access to County Systems of the

obligations imposed by this Agreement; (ii) personnel performing on behalf of SUB-CONTRACTOR shall complete COUNTY approved data practices and security training as required by COUNTY (iii) SUB- CONTRACTOR shall immediately notify COUNTY of any known or suspected County System incidents or breaches, then comply with all responsive directions provided by COUNTY; and (iv) if any SUB-CONTRACTOR personnel with access to County Systems no longer requires said access and/or is no longer performing services hereunder, SUB-CONTRACTOR shall immediately notify COUNTY and ensure that said individual no longer has access to County Systems, including but not limited to deleting, eliminating and destroying all Authentication Credentials. COUNTY may terminate, deny or revoke access to County Systems at any time and without notice. Any notice required by the foregoing shall be provided to the COUNTY Contract Administrator (as identified in the CONTRACT ADMINISTRATION provisions below).

D. Upon expiration, cancellation or termination of this Agreement:

- (1) At the discretion of COUNTY and as specified in writing by the Contract Administrator, SUB-CONTRACTOR shall deliver to the Contract Administrator all County Data so specified by COUNTY.
- (2) COUNTY shall have full ownership and control of all such County Data. If COUNTY permits SUB-CONTRACTOR to retain copies of the County Data, SUB-CONTRACTOR shall not, without the prior written consent of COUNTY or unless required by law, use any of the County Data for any purpose or in any manner whatsoever; shall not assign, license, loan, sell, copyright, patent and/or transfer any or all of such County Data; and shall not do anything which in the opinion of COUNTY would affect COUNTY's ownership and/or control of such County Data.
- (3) Except to the extent required by law or as agreed to by COUNTY, SUB-CONTRACTOR shall not retain any County Data that are confidential, protected, privileged, not public, nonpublic, or private, as those classifications are determined pursuant to applicable law. In addition, SUB-CONTRACTOR shall, upon COUNTY's request, certify destruction of any County Data so specified by COUNTY.

12. NON-DISCRIMINATION

- A. COUNTY encourages SUB-CONTRACTOR to develop and implement a policy promoting diversity, equity, and inclusion in SUB-CONTRACTOR's workplace.
- B. SUB-CONTRACTOR shall abide by COUNTY's HIV/AIDS Policy which provides that no employee, applicant, or Eligible Person shall be subjected to testing, removed from normal and customary status, or deprived of any rights, privileges, or freedoms because of his or her HIV/AIDS status except for clearly stated specific and compelling medical and/or public health reasons. SUB-CONTRACTOR shall assure that COUNTY Eligible Persons in contracted programs and SUB- CONTRACTOR's employees in COUNTY-contracted programs are afforded the same treatment with regard to HIV/AIDS as persons

directly employed or served by COUNTY.

- C. SUB-CONTRACTOR shall deliver all services in a manner which is respectful and culturally appropriate to the Eligible Persons. Culturally appropriate is defined as services that are delivered to reflect the unique individual needs of the Eligible Persons such as language, racial/ethnic background and social/religious background. SUB-CONTRACTOR shall make reasonable efforts to have staff delivering services reflect the diversity of the Eligible Persons receiving those services and to secure ongoing input from individuals who reflect the non-represented culture.
- D. Pursuant to Section 504 of the Rehabilitation Act of 1973 and 45 CFR part 84 now in force or as hereinafter enacted and where applicable, no qualified handicapped person:
 - (1) Shall be denied access to or opportunity to participate in or receive benefits from any service offered by SUB-CONTRACTOR under the provisions of this Agreement, nor
 - (2) Shall be subject to discrimination in employment under any program or activity related in the services furnished by SUB-CONTRACTOR.
- E. Pursuant to the Americans with Disabilities Act, now in force or as hereafter enacted and where applicable, no qualified individual with a disability shall be discriminated against by the denial of full and equal enjoyment of the services and facilities, privileges, advantages, or accommodations furnished by SUB-CONTRACTOR as a private entity operating a service as a public accommodation.
- F. SUB-CONTRACTOR guarantees that no funds received under this Agreement shall be used to provide religious training and/or services to any individual receiving Contracted Services.
- G. SUB-CONTRACTOR shall comply with all applicable statutes, regulations, and licensing requirements in the employment of personnel, including but not limited to state and federal labor laws. To the extent that any of the provisions of the applicable statutes, regulations, or licensing requirements are inconsistent with any of the provisions of this clause, said statute, regulation, or requirement shall prevail if it has a reasonable bearing upon the applicant's fitness to be employed in any phase of the program.

13. CONTRACT MANAGEMENT AND DISPUTES

- A. In the event of a dispute the parties will consult with the Department of Human Services and meet in good faith to discuss the dispute and attempt to reach a mutual resolution.
- B. This disputes clause does not preclude consideration of questions of law.

- C. Jurisdiction and Venue. The laws of the state of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Dakota, State of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the state of Minnesota.

14. INDEMNIFICATION

- A. Each party shall be liable for its own acts and the results thereof, and to the extent authorized by law shall defend, indemnify, and hold harmless each other (including their present and former officials, officers, agents, employees, volunteers, and subcontractors), from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including attorney's fees, resulting directly or indirectly from any act or omission of the party, anyone directly or indirectly employed by it, and/or anyone for whose acts and/or omissions it may be liable, in the performance or failure to perform its obligations under this Agreement. Except for state agencies, each party's liability shall be governed by the provisions of Minnesota Statutes, chapter 466 and other applicable law. The liability of state agencies shall be governed by the provisions of Minnesota Statutes, section 3.736 and other applicable law.
- B. Duty to Notify: Each party shall promptly notify the other party of any demand, claim, action, cause of action or litigation brought against the notifying party, its employees, officers, agents or subcontractors, which arises out of the services described in this Agreement. Each party shall also notify the other party whenever the notifying party has a reasonable basis for believing that the party and/or its employees, officers, agents or subcontractors, and/or the other party, might become the subject of a demand, claim, action, cause of action, administrative action, criminal arrest, criminal charge or litigation arising out of and/or related to the services described in this Agreement.

16. INSURANCE

Each party warrants that it has a purchased insurance or a self-insurance program sufficient to meet its liability obligations and, at a minimum, to meet the maximum liability limits of Minnesota Statutes Chapter 466. This provision shall not be construed as a waiver of any immunity from liability under Chapter 466 or any other applicable law.

17. MERGER, MODIFICATION, AND SEVERABILITY

- A. The entire Agreement between the parties is contained herein and supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall

prevail.

- B. SUB-CONTRACTOR and/or COUNTY are each bound by its own electronic signature(s) on this Agreement, and each agrees and accepts the electronic signature of the other party.
- C. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

18. SUB-CONTRACTOR OBLIGATIONS

- A. SUB-CONTRACTOR shall make every reasonable effort to maintain sufficient trained staff, facilities, equipment, etc. to deliver the required quality and quantity of Contracted Services. SUB-CONTRACTOR shall immediately notify COUNTY in writing whenever it is, or will be, unable to provide the required quality or quantity of Contracted Services. Upon such notification, COUNTY and SUB-CONTRACTOR shall determine whether such inability will require a modification, cancellation or termination of this Agreement.
- B. When requested, SUB-CONTRACTOR will provide COUNTY with any proper documentation that is necessary for COUNTY to complete forms and reports in compliance with regulations of state and federal agencies or other funding sources.
- C. SUB-CONTRACTOR will comply with all the provisions of:
 - (1) The Maltreatment of Minors Reporting Act, Minnesota Statutes, Chapter 260E, and all applicable Minnesota Rules, as promulgated by the Minnesota Department of Human Services implementing such Act now in force or as hereafter enacted.
 - (2) The Vulnerable Adults Reporting Act, Minnesota Statutes, section 626.557, and all applicable Minnesota Rules, as promulgated by the Minnesota Department of Human Services implementing such Act now in force or as hereafter enacted.
- D. SUB-CONTRACTOR affirms that to the best of SUB-CONTRACTOR's knowledge, SUB-CONTRACTOR's involvement in this Agreement does not result in a conflict or potential conflict of interest with any party or entity which may be affected by the terms of this Agreement. Should any conflict or potential conflict of interest become known to SUB-CONTRACTOR, SUB-CONTRACTOR shall immediately notify COUNTY of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and advise COUNTY whether SUB-CONTRACTOR will or will not resign from the other engagement or representation. Unless waived by COUNTY, a conflict or potential conflict may, in COUNTY's discretion, be cause for cancellation or termination of this Agreement.

9525.1870, so require, the Commissioner of the Minnesota Department of Human Services is named as a third-party beneficiary in this Agreement.

- F. Each party shall inform the other, in writing, of key staff changes within thirty (30) days after occurrence.

19. SUCCESSORS, SUBCONTRACTING AND ASSIGNMENTS

- A. SUB-CONTRACTOR binds itself, its partners, successors, assigns and legal representatives to COUNTY for all covenants, agreements and obligations herein.
- B. As required by Minnesota Statutes, section 471.425, subd. 4a, SUB-CONTRACTOR shall pay any subcontractor within ten (10) days of SUB-CONTRACTOR's receipt of payment from COUNTY for undisputed services provided by the subcontractor and SUB-CONTRACTOR shall comply with all other provisions of that statute.

20. NOTICES

- A. SUB-CONTRACTOR shall provide contact information, including a current email address, for their assigned contact person to the Contract Manager and further shall notify the Contract Manager within five (5) days of a change in any contact information during the term of this Agreement.
- B. Unless the parties otherwise agree in writing, any notice or demand which must be given or made by a party under this Agreement or any statute or ordinance shall be in writing and shall be sent registered or certified mail. Notices to COUNTY shall be sent to the County Administrator with a copy to the DEPARTMENT's Contract Management Services. Notice to SUB-CONTRACTOR shall be sent to SUB-CONTRACTOR's assigned contact person at the address stated in the opening paragraph of this Agreement or the address stated in SUB-CONTRACTOR's Form W-9 provided to COUNTY.

21. DEFAULT AND CANCELLATION/TERMINATION

- A. If SUB-CONTRACTOR fails to perform any of the provisions of this Agreement, fails to administer the work to endanger the performance of the Agreement or otherwise breaches or fails to comply with any of the terms of this Agreement, it shall be in default. Unless SUB-CONTRACTOR's default is excused in writing by COUNTY, COUNTY may upon written notice immediately cancel or terminate this Agreement in its entirety. Additionally, failure to comply with the terms of this Agreement shall be just cause for COUNTY to delay payment until SUB-CONTRACTOR's compliance. In the event of a decision to withhold payment, COUNTY shall furnish prior written notice to SUB-CONTRACTOR.
- B. Notwithstanding any provision of this Agreement to the contrary, SUB-CONTRACTOR shall remain liable to COUNTY for damages sustained by

COUNTY by virtue of any breach of this Agreement by SUB-CONTRACTOR. Following notice from COUNTY of the claimed breach and damage, SUB-CONTRACTOR and COUNTY shall attempt to resolve the dispute in good faith.

- C. The above remedies shall be in addition to any other right or remedy available to COUNTY under this Agreement, law, statute, rule, and/or equity.
- D. COUNTY's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
- E. Upon written notice, COUNTY may immediately suspend or cancel/terminate this Agreement in the event any of the following occur: (i) COUNTY does not obtain anticipated funding from an outside source for this project; (ii) funding for this project from an outside source is withdrawn, frozen, shut down, is otherwise made unavailable or COUNTY loses the outside funding for any other reason; (iii) COUNTY determines, in its sole discretion, that funding is, or has become, insufficient; or (iv) if COUNTY's final budget as approved by the County Board changes the amount budgeted for this particular program or this service area for any portion of the term of this Agreement. COUNTY is not obligated to pay for any services that are provided or costs or expenses or obligations incurred or encumbered after the notice and effective date of the suspension or cancellation/termination. In the event COUNTY suspends, cancels or terminates this Agreement pursuant to this paragraph, COUNTY shall pay any amount due and payable prior to the notice of suspension or cancellation/termination except that COUNTY shall not be obligated to pay any amount as or for penalties, early termination fees, charges, time and materials for services not then performed, costs, expenses or profits on work done.
- F. This Agreement may be canceled/terminated with or without cause by either party upon thirty (30) days' written notice.
- G. After receipt of a notice of cancellation/termination, and except as otherwise directed, SUB-CONTRACTOR shall:
 - (1) Discontinue provision of Contracted Services under this Agreement on the date, and to the extent specified, in the notice of cancellation/termination.
 - (2) Cancel all orders and subcontracts to the extent that they relate to the performance of Contracted Services cancelled/terminated by the notice of cancellation/termination.
 - (3) Settle all outstanding claims and liabilities for orders and subcontracts existing at the time of the notice of cancellation/termination, provided, however, that the claims and liabilities for orders and subcontracts had been approved in writing by COUNTY.

- (4) Notify in writing all Eligible Persons and any other counties of financial responsibility of the cancellation/termination of this Agreement.

H. SUB-CONTRACTOR has an affirmative obligation, upon written notice by COUNTY that this Agreement may be suspended or cancelled/terminated, to follow reasonable directions by COUNTY, or absent directions by COUNTY, to exercise a fiduciary obligation to COUNTY, before incurring or making further costs, expenses, obligations or encumbrances arising out of or related to this Agreement.

22. SURVIVAL OF PROVISIONS

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

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SUB-CONTRACTOR warrants that the person who executed this Agreement is authorized to do so on behalf of SUB-CONTRACTOR as required by applicable articles, bylaws, resolutions or ordinances.

COUNTY OF DAKOTA

By: _____

Title: Community Services Director

Date of Signature: _____

SUB-CONTRACTOR - Independent School District No. 196

(I represent and warrant that I am authorized by law to execute this Contract and legally bind the Sub-Contractor).

By: _____

Title: _____

Date of Signature: _____

EXHIBIT B: DEFINITIONS

- A. **LCTS CONTRACT:** The contract between the state of Minnesota acting through its Department of Human Services and Dakota County which authorizes Dakota County and its partners in Family Services Collaboratives (FSCs) and the Children's Mental Health Collaborative (CMHC) to engage in the LCTS revenue enhancement activities as described above.
- B. **LCTS SUB-CONTRACTOR AGREEMENT:** A contract between Dakota County and each of its partners in the FSCs and CMHC which extends the LCTS Contract to the partners of those Family Services Collaboratives and Children's Mental Health Collaborative and defines Dakota County's role as over-all fiscal agent for the LCTS revenues generated within Dakota County.
- C. **CONTRACTOR:** Dakota County, acting as over-all fiscal agent for Family Service Collaboratives and the Children's Mental Health Collaborative in Dakota County.
- D. **FAMILY SERVICES COLLABORATIVE (FSC):** A program defined in Minnesota law (MN Statutes Section 142D.15) that provides State assistance to local organizations to work together in addressing the health, developmental, educational, and family-related needs of children and youth in local communities. Participation in a FSC approved by the Children's Cabinet (or in a CMHC, described below) is a required activity in order for an organization to participate in the LCTS. To qualify as a state-approved FSC, a minimum of one school district, one county, one public health, and one community action entity must agree in writing to provide family services and commit resources to an integrated fund.
- E. **CHILDREN'S MENTAL HEALTH COLLABORATIVE (CMHC):** A program defined in Minnesota law (MN Statutes Section 245.493) that provides State assistance to local organizations to work together in developing a local integrated service system to address the mental health and related needs of children, youth and their families. Participation in a CMHC approved by the Children's Cabinet (or in a FSC, see above) is a required activity in order for an organization to participate in the LCTS. To qualify as a state-approved CMHC, a minimum of one county, one school district or special education cooperative, one juvenile justice or corrections entity, and one mental health entity must agree to the development of a local children's mental health collaborative and an integrated service system, and to commit resources to provide services through the children's mental health collaborative.
- F. **TARGET POPULATION and INITIAL TARGET POPULATION:** An identifiable group of children, youth, and/or families defined by the Children's Mental Health Collaborative and Family Services Collaboratives in Dakota County as the focus of their activities and services. The group may be defined in a variety of ways, including but not limited to age, geographic area of residence, legal status, or type of severity of need.
- G. **INITIAL TARGET POPULATION:** group of children, youth and families that may be the first focus of a FSC or CMHC, with the expectation that this group will be enlarged upon over time. Specific requirements for a minimum or initial target population are found in state legislation and statutes for both the FSC and CMHC.

- H. **AGENT FOR CLAIMING LCTS REVENUES:** Refers to a sub-contractor in its role as an entity participating in the LCTS to help generate new federal revenues, through their provision of federally reimbursable administrative and/or case management services designed to help families and children access health or health related services, and/or the provision of administrative and/or case management services for children at risk of foster care and their families, on behalf of a Family Services Collaborative and Children's Mental Health Collaborative. Such participation includes the administration of the LCTS within the sub-contractor's agency and the proper reporting of staff activities and costs associated with the LCTS claims
- I. **FISCAL AGENT FOR ADMINISTERING LCTS REVENUES:** Refers to a sub-contractor who is designated by a Family Services Collaborative or the Dakota County Children's Mental Health Collaborative to receive and disburse LCTS revenues allocated to that Family Services Collaborative or Children's Mental Health Collaborative. Such activity includes the preparation of all required reports on base-level expenditures and the expenditures of LCTS revenues made by all participants in a Family Services Collaborative and Children's Mental Health Collaborative, and the execution of any necessary legal instruments to distribute LCTS revenues to other parties selected by that FSC or CMHC.
- J. **OUTCOME-BASED INDICATORS:** Identifiable, measurable benchmarks defined and agreed upon by the FSC or CMC which help to indicate improvements in the well-being of children and families served by the FSC or CMHC. State law requires the development and measurement of such indicators in FSCs and CMHCs (though the choice and definition of specific indicators is often a decision delegated to the FSC or CMHC).
- K. **BASE LEVEL OF EXPENDITURES:** INTENTIONALLY OMITTED.
- L. **EXPANSION OF SERVICES:** INTENTIONALLY OMITTED.
- M. **WRITTEN POLICIES (OF A CHILDREN'S MENTAL HEALTH COLLABORATIVE or A FAMILY SERVICE COLLABORATIVE):** Any grant proposals, official minutes, resolutions, written agreements, and/or contracts related to the CMHC or FSC and its partners, which have been formally approved by the CMHC, and an FSC, shall be considered part of the written policies of said CMHC or FSC.
- N. **DISALLOWANCE:** An action taken by the federal or state government which denies or removes federal or state approval for specific expenditures or activities made by the Family Services Collaborative and Children's Mental Health Collaborative. Such action may result in the denial of matching federal funding or loss of state funding for such expenditures or activities, including retroactive denial of funds that have already been disbursed. A federal disallowance has broad time limits and can occur months or years after a LCTS revenue enhancement claim has been submitted. In such cases, federal reimbursement may have already been paid out and expended, and must be refunded to the federal government by the State, and refunded by the Family Services Collaborative and Children's Mental Health Collaborative and/or more of its partners to the State when the disallowance is attributed to a specific organization or organizations.
- O. **GENERIC DISALLOWANCE:** Federal action (disallowance) made across the entire state, and not attributable to the actions of any specific organization, Family Services Collaborative or Children's Mental Health Collaborative. In such cases, the burden of repaying the federal

government shall be pro-rated across all agencies or entities participating in the disallowed claim.

- P. **AUDIT EXCEPTION:** An action taken by the federal or state government that finds that a reported expense or activity has not been properly documented or recorded in such cases, an audit exception can result in a reduction in the claim for federal reimbursement and/or a disallowance.
- Q. **IV-E CANDIDACY DETERMINATION:** IV-E eligibility is predicated on the imminent risk to the candidate of the candidate being removed from their home into an out-of-home placement. Dakota County, through its IV-E Specialist, will make the final determination of all candidates' IV-E eligibility.
- R. **IV-E REQUIREMENTS:** All public agencies authorized in Minnesota to participate in the local collaborative time study agrees to meet the requirements of the Code of Federal Regulations, title 45, Part 1356.60 (c) (7), which includes:
1. Preparation of the case plan;
 2. Documentation of the reasons the child is at imminent risk removal from the home;
 3. Recommendation of Title IV-E foster care candidacy to the county;
 4. Development, in conjunction, with the county, of a communication system that allows the sharing of information to complete the IV-E candidacy eligibility determinations.
 5. Development, in conjunction with the county, a tracking system for the six-month redeterminations for Title IV-E foster care candidacy eligibility; and
 6. Maintain records and allow the county access to the records for purposes of quality assurance.

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EXHIBIT C: SUB-CONTRACTOR DUTIES AND FINANCIAL INFORMATION

1. Participation in a Family Service Collaborative and Children's Mental Health Collaborative:
 - a. SUB-CONTRACTOR shall be a full participant in a state-approved Family Services Collaborative (FSC) and the state-approved COUNTY Children's Mental Health Collaborative in Dakota County ("CMHC").
 - b. SUB-CONTRACTOR agrees to abide by the written bylaws and policies of the Children's Mental Health Collaborative and Family Services Collaborative in which it is a participating member.
 - c. SUB-CONTRACTOR will identify current or proposed staff who will provide services within any FSC and CMHC and designate the appropriate representatives to any FSC and CMHC.
2. SUB-CONTRACTOR shall serve as fiscal agent for the Dakota County Collaborative as that role is described on page 34 of the Minnesota Department of Human Services Collaborative Coordinator Handbook, revised February 2020 ("Handbook") and as the Collaborative Coordinator for the Dakota County Collaborative as that role is defined on page 36 of the Handbook.
3. SUB-CONTRACTOR shall provide the County with the data and consultation necessary for the County to fulfill its duties under Exhibit A: LCTS Contract, including, but not limited to, the County's duties to:
 - a. understand cost schedules for all types of participating agencies and training LCTS fiscal site contacts on completing cost schedules.
 - b. ensure accurate and timely cost reporting for each organization submitting claims for reimbursement through LCTS.
 - c. review web-based cost reports submitted for all local organizations participating in the LCTS prior to each quarterly deadline.
 - d. print, sign, and retain paper copy of the final cost report submissions for the length of six years, or per county retention policies, whichever is longer.
 - e. receive federal funding from the STATE on behalf of the Dakota County Collaborative and disburse accurate, proper, and timely related federal funds to the Dakota County Collaborative.
 - f. distribute LCTS funding to the integrated fund of the Dakota County Collaborative as soon as possible, but no later than 30 days, after receiving quarterly payments from the STATE.
 - g. be responsible for all sections of duties in Exhibit A: LCTS Contract, Article 3, Terms of Payment (attached herein).
 - h. be responsible for section 5.4 in Attachment A: LCTS Contract.
 - i. ensure that all LCTS administered funds shall be expended under official authority of the Dakota County Collaborative governing body either through formal action to expend funds within its own operations or through formal written contracts or grant agreements with approved subcontractors.
 - j. withhold or deduct from any future payment, a pro-rated share of any generic disallowance imposed on the COUNTY and payment shall be due within thirty

(30) days.

- k. SUB-CONTRACTOR shall provide written information, reports and data to the COUNTY as needed to complete the FSC's and CMHC's reporting requirements to the State under the LCTS Contract. Information, reports and data shall be submitted to the COUNTY ten (10) days prior to final reporting requirements imposed by the State in the LCTS Contract.

- 1) SUB-CONTRACTOR shall designate a representative for any training requirements imposed by the COUNTY and/or State of Minnesota under the LCTS Contract, and permit required training of all personnel as required in the LCTS Contract.
- 2) SUB-CONTRACTOR agrees and understands that the COUNTY is acting on behalf of the Dakota County Collaborative and in reliance upon SUB- CONTRACTOR'S performance in providing any information, reports or data. Failure to act in a timely manner will result in loss of funding to the Dakota County Collaborative, SUB-CONTRACTOR and the COUNTY.

4. When SUB-CONTRACTOR serves as an Agent for claiming (earning) LCTS Revenues:

- a. SUB-CONTRACTOR shall provide written information, reports and data to the COUNTY as needed to complete the FSC's and CMHCs reporting requirements to the State of Minnesota under LCTS Contract. Information, reports and data shall be submitted to the COUNTY ten (10) days prior to final reporting requirement imposed by the State in the LCTS Contract. Late or amended cost reports received by the COUNTY shall be added to subsequent claims for federal reimbursement, subject to State approval, however, no reports will be considered more than one year past the original due date.
 - 1) SUB-CONTRACTOR shall designate a representative for any training requirements imposed by the State of Minnesota under the LCTS Contract and permit required training of all personnel as required in the LCTS Contract.
 - 2) SUB-CONTRACTOR agrees and understands that COUNTY is acting on behalf of the FSCs and CHMC and in reliance upon SUB- CONTRACTOR'S performance in providing any information, reports or data. Failure to act in a timely manner will result in a loss of funding to the FSCs, CMHC, SUB-CONTRACTOR and the COUNTY.
- b. SUB-CONTRACTOR agrees to report all expenditures according to the accounting system required by the State of Minnesota in the LCTS Contract.

5. Disallowances, Sanctions, and/or Audit Exceptions:

- a. SUB-CONTRACTOR agrees and understands the COUNTY may be liable to the State of Minnesota for any disallowance, sanction or audit exception attributable

to a FSC and CMHC or its individual members, including federal fiscal disallowances or sanctions based upon the FSC's or CMHC's implementation of the LCTS or a statewide random sample, or based upon a FSC and CMHC or its individual members' failure to report any data or expenditures in a timely manner, or failure to identify or report such expenditures according to the terms of the LCTS Contract.

- b. SUB-CONTRACTOR agrees to reimburse the COUNTY for any repayments the COUNTY must make to the State of Minnesota which are solely attributable to SUB- CONTRACTOR and not to another Dakota County Collaborative member or contractor, or are SUB-CONTRACTOR'S pro-rate share of any generic disallowance imposed on the COUNTY by the State or Federal government relating to this program.
- c. SUB-CONTRACTOR agrees to assist in any fact-finding proceeding initiated by the COUNTY, State or Federal government pursuant to this program.