

**CONTRACT BETWEEN THE COUNTY OF DAKOTA
AND REVIVAL TRAINING LLC
FOR COMMUNITY COACH SERVICES**

This Contract is between the County of Dakota, by and through the Community Corrections Department, ("County") and Revival Training LLC, 1687 Iowa Ave E, St. Paul, MN 55106 ("Contractor"). This Contract uses the word "parties" for both County and Contractor.

WHEREAS, the County requires Community Coach Services; and

WHEREAS, the Contractor represents, covenants, and warrants it can and will perform the Services according to the terms herein; and

WHEREAS, the County Board by Resolution #18-485, authorized the County to enter into a Contract with Contractor to provide the Services.

ACCORDINGLY, the parties agree:

1. GENERAL PROVISIONS.

- 1.1. Recitals. The recitals set forth in the whereas clauses above are incorporated by reference as if fully set forth herein.
- 1.2. Diversity and Inclusion: Prohibited Acts. It is the policy of the County to respect culture and reduce bias in the workplace and service delivery. The County's commitment to inclusion, diversity, and equity requires that the Contractor uphold respectful regard for cultural differences and recognition of individual protected-class status as defined under law.

The Contractor, its managers, officers and employees shall abstain from discrimination, harassment and retaliatory actions in the performance of this Contract. If the County receives a report of non-compliance with this provision, it will share the report with Contractor, conduct an appropriate investigation as warranted by the nature of alleged behavior, and notify Contractor of the findings of the investigation and any required remedial actions by the Contractor. The Contractor shall inform the County of compliance with any required remedial actions within the time period provided by the County. If the behavior persists, the County may terminate the Contract in accordance with Section 15, Termination. The Contractor shall have policies that prohibit retaliation for reporting that is not in compliance with this provision.

2. TERM.

This Contract is effective on the date that last party executes this Contract ("Effective Date") and expires on 12/31/2024, or when all Services have been satisfactorily performed, whichever occurs first.

3. CONTRACTOR'S OBLIGATIONS.

- 3.1. General Description. Contractor shall provide the services generally described as Community Coach Services (collectively, "Services"). Services shall be provided in accordance with the criteria set out in Exhibit 3, "Service Grid," which specifically describes the Services to be provided.
- 3.2. Conformance to Specifications. Contractor represents, covenants, and warrants it can and will perform the Services in a timely manner according to this Contract.
- 3.3. Eligible Clients. Services shall be provided to clients who are designated or referred by the County and determined eligible as set out in Exhibit 3, "Service Grid."

3.4. Reports/Evaluations.

- A. The County's procedures for monitoring and evaluating the Contractor's performance under the terms of this Contract may include, but are not limited to, on-site visits to the Contractor's premises or job site; review of Contractor's financial, statistical and program records; and review of reports and data supplied by the Contractor at the County's request. In order to assist the County in its obligation to evaluate and monitor Contractor's performance Contractor shall allow County staff access to Contractor's premises or the job site and records, shall maintain a bookkeeping system which reflects all revenue received from the County and all costs incurred in the performance of this Contract, and shall, upon reasonable notice, meet with County staff to assist the County in the evaluation of the Services.
- B. Contractor shall furnish the County with information regarding any revenue received for program costs. In the event Contractor hereafter receives revenue other than from this Contract, and such revenue is used to provide any or all of the Services or to pay its employees, volunteers, and permitted subcontractors (collectively, "personnel") for their time allocated to providing the Services, then that revenue shall be deducted from the amount to which Contractor would otherwise be entitled under this Contract. Contractor further agrees to return any or all such excess payment to the County within 60 calendar days of a request.
- C. Contractor shall comply with the audit standards as set forth in the Single Audit Act of 1984, P.L. 98-502 and the Single Audit Act Amendments of 1996, P.L. 104-156 and Office of Management Budget Circular Nos., A-110, A-102, or A-133, as applicable.
- D. As requested by the County, Contractor shall cooperate with the County's efforts related to the development of outcomes measures and indicators.
- E. Contractor shall provide the County with reports as the County may from time to time reasonably require, including, but not limited to the following:
- A written program and statistical report in a form approved or provided by the County within 30 calendar days of: the end of each quarter as outlined with County staff.
 - Revenue and Expense Statement and Balance Sheet within 120 calendar days of the end of any of Contractor's fiscal year(s) that covers all or a portion of the Contract term.
 - Annual certified audit and the auditor's management letter within 120 calendar days of the end of any of Contractor's fiscal year(s) that covers all or a portion of the Contract term.

3.5. Information about Personnel.

- A. Qualifications. Contractor shall provide the County with such information regarding the qualifications of its personnel to verify that present and subsequent Services are being rendered by competent, trained, and properly licensed or certified individuals.
- B. Background Investigation. If County staff determine that Contractor or any of Contractor's personnel will interact with County clients in performing the Services, Contractor shall comply with the following, and failure to do so may result in termination of the Contract:

Contractor shall undergo a criminal background check that is conducted by a third party selected by the County, and Contractor agrees to fully cooperate with such third party and be responsible for the costs of such criminal background study. Contractor shall sign any and all releases necessary for the third party to send the results of the criminal background check directly to the County. The County has the sole authority to determine whether the results of said background check are satisfactory. Contractor must promptly notify the County in the event that Contractor receives a criminal conviction during the term of the Contract.

- 3.6. Ability to Perform. Contractor shall maintain staff, facilities, and equipment necessary to perform under this Contract. Contractor shall promptly provide Notice to the County when it knows or suspects it may be unable to perform under this Contract. The County shall determine whether such inability requires amendment or termination of this Contract. No Notice of Default is required to terminate under this Section.
- 3.7. Changes in Policies or Personnel. The County may terminate this Contract by providing 10 calendar days' Notice if the Contractor makes or proposes significant changes in policies or staffing. Contractor shall notify the County within 5 calendar days of any change in ownership, board of directors, or executive director. The County may terminate this Contract by providing 10 calendar days' Notice if it decides, in its sole discretion, that the change of ownership, board of directors, or executive director, makes the continuation of this Contract not in the County's best interests.
- 3.8. Successors and Assigns. In order to continue Services under the Contract and subject to the County's prior written consent, in the event of a voluntary or involuntary dissolution, merger, sale, transfer, reorganization, acquisition or winding down of the Contractor's business, all rights, duties, liabilities, obligations, and provisions of this Contract bind, benefit, and are assumed by the successors, legal representatives, trustees, or assigns of the Contractor as permitted by the County.
- 3.9. Transportation Equipment. The Contractor:
- shall transport clients under the terms of this Contract. Contractor shall provide all vehicles necessary for transportation services herein. In addition, the Contractor warrants and represents that all vehicles used to provide transportation services are properly equipped with safety equipment and devices, including properly installed seatbelts where required, and are maintained at all times in a safe operating condition and are insured consistent with the insurance terms in Exhibit 2.
- 3.10. Location. Contractor shall provide Services at the following locations(s): N/A. A written amendment to this Contract must be executed by the parties prior to any change in location, except in cases of emergency.
- 3.11. Individual Treatment Plan. If applicable to the service provided herein, the amount, frequency, and duration of Services will be provided in accordance with each client's individual treatment plan ("ITP").

4. PAYMENT.

- 4.1. Total Cost. County will pay Contractor a total amount not to exceed ("Contract Maximum"):
- \$20,000.00 ("Contract Maximum").

The Contract Maximum is not subject to any express or implied condition precedent. The County is not required to pay for any minimum amount of any Services.

- 4.2. Payment Rates. The payment rates below include all Services and administrative costs, and are subject to change as they are amended from time-to-time by the Minnesota State Legislature. The County shall pay for Services:
- as set out in the schedule attached as Exhibit 3, "Service Grid."
- 4.3. Reasonableness of Rates.
- A. Contractor certifies that payment for Services will be in accordance with payment rates that do not exceed amounts reasonable and necessary to assure quality of service, and, if the Services are being purchased from another public agency, the cost reasonably assignable to such Services.

B. Contractor certifies that the Services to be provided under this Contract are not otherwise available without cost to eligible clients. Contractor shall not charge a program service fee to clients except in accordance with Section 4.4 below and this Section.

4.4. Collection of Fees. Contractor agrees to cooperate fully with the County in the collection of fees from recipients who are legally required to pay for Services furnished pursuant to the terms of this Contract, including but not limited to providing accurate record keeping and being available to appear as a witness where required in any action for collection.

Fees shall be charged and collected for eligible clients in accordance with Minn. Stat. § 256B.14 (Relative's Responsibility) or the fee policy and schedules adopted by the County and approved by the Minnesota Commissioner of Human Services when such approval is required.

4.5. Billing of Third Parties.

- Contractor is not required to bill third parties or clients for Services provided under the terms of this Contract.

4.6. Invoices.

A. If the Contractor provides home and community based services in the Minnesota Medical Assistance Program, the Contractor shall abide by the payment procedures and regulations promulgated by the State of Minnesota's Department of Human Services.

B. In all cases where Dakota County is not the county of financial responsibility, a separate invoice must be prepared. In such cases, Contractor shall forward the invoice to the county of financial responsibility for payment. The county of financial responsibility shall make payment directly to the Contractor. Dakota County assumes no financial responsibility to Contractor for Services provided for or on behalf of any entity other than Dakota County.

C. For all other Services provided under the terms of this Contract, the Contractor shall, within 15 business days following the last day of each calendar month in which Services were provided, submit an invoice and request for payment:

- on an invoice form acceptable to the County.

4.7. Time of Payment. If the County is responsible for payment, The County shall pay Contractor within 35 calendar days after the date on which Contractor's invoice is received, unless a different payment procedure is contained in Exhibit 3, "Service Grid." If the invoice is incorrect, defective, or otherwise improper, the County will notify Contractor within 10 calendar days after the date on which the invoice is received

4.8. Interest on Late Payments. This provision is required by Minn. Stat. § 471.425. The County shall pay interest of 1 ½ percent per month or any part of a month to the Contractor on any undisputed amount that is not paid on time. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For unpaid balances of less than \$100, the County shall pay the actual interest penalty due the Contractor.

4.9. Late Request for Payments. The County may refuse to pay invoices received or postmarked more than 90 calendar days after the date that the invoiced Services were performed.

4.10. Payment for Unauthorized Claims.

A. Payment does not prevent the County from disputing the claim. Payment of a claim is not a waiver, admission, release, ratification, satisfaction, accord, or account stated by the County.

- B. The County is not responsible for any interest, fee, or penalty if it withholds payment for failure to comply with any provision of this Contract or during the pendency of an audit or inspection.
- C. If the County requires an audit or inspection, the County does not have to pay any invoices until the audit or inspection is complete. Upon completion of the audit or inspection, the County will pay the Contractor pursuant to the time period for payment after receipt of an invoice.
- D. The County may offset any overpayment or disallowance of claim by reducing future payments.

5. COMPLIANCE WITH LAWS/STANDARDS.

This Section applies to facilities, programs, and personnel for which Contractor is responsible.

- 5.1. General. Contractor shall abide by all Federal, State or local laws, statutes, ordinances, rules, and regulations now in effect or hereafter adopted pertaining to this Contract or to the facilities, programs, and staff for which Contractor is responsible. This includes, but is not limited to, all Standard Assurances, which are attached and incorporated as Exhibit 1. Any violation of this Section is a material breach of this Contract. No Notice of Default is required to terminate under this Section.
- 5.2. Revision of Laws. In the event that there is a revision of law, standards, or orders which makes performance of the Contract or any portion thereof unlawful, all parties will review the Contract and renegotiate those items, if possible, that are necessary to bring the Contract into compliance with the law. Refusal to renegotiate within 7 calendar days of a request to bring the Contract into compliance shall be cause for termination of this Contract as of the date when the Contract is out of compliance.
- 5.3. Minnesota Law to Govern. The laws of Minnesota govern all matters related to this Contract, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Contract must be in those courts located within Dakota County, State of Minnesota or U.S. District Court, District of Minnesota.
- 5.4. Licenses. At its own expense, Contractor shall procure and maintain all licenses, certifications, registrations, permits, or other rights required to perform the Services under this Contract. Contractor shall furnish copies of the above to the County upon request. Contractor shall provide Notice to the County of any changes in the above within 5 calendar days of the change. Any violation of this Section is a material breach of this Contract. No Notice of Default is required to terminate under this Section.
- 5.5. Prison Rape Elimination Act of 2003 ("PREA"). To the extent that the requirements of PREA are applicable to this Contract, the County has a zero-tolerance standard against sexual misconduct in its secured facilities. Contractor is responsible for compliance with all requirements of PREA and implementing regulations. Contractor shall follow all County policies concerning the same and shall provide County, upon request, with all documentation evidencing compliance. Failure to comply with this provision may result in immediate termination of the Contract for cause.
- 5.6. Federal Financial Participation. In the event that there is a revision to Federal regulations which might make Services provided under the terms of this Contract ineligible for federal financial participation, all parties will review the Contract and renegotiate those items necessary to bring the Contract into compliance with the new Federal regulations. Refusal to renegotiate within 7 calendar days of a request to bring the Contract into compliance is cause for termination of this Contract as of the date when the Contract is out of compliance for federal financial participation.
- 5.7. Medical Assistance Home and Community Based Services. Contractors providing Medical Assistance Home and Community Based Services shall comply with the terms and conditions of the Minnesota Department of Human Services Provider Agreement.

6. INDEPENDENT CONTRACTOR STATUS.

Contractor is an independent contractor. Nothing in this Contract is intended to create an employer and employee relationship between the County and the Contractor. Contractor is not entitled to receive any of the benefits received by County employees and is not eligible for workers' or unemployment compensation benefits. Contractor also acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Contractor, and that it is Contractor's sole obligation to comply with the applicable provisions of all State and Federal tax laws.

7. NOTICES.

7.1. Each Notice must be signed by the Authorized Representative. Notices may be signed electronically. Unless otherwise stated in a specific section of this Contract, any notice or demand, (collectively, "Notice") must be in writing and provided to the Authorized Representative by at least one of the following:

- A. Personal delivery, which is deemed to have been provided upon receipt as indicated by the date on the signed affidavit; or
- B. Registered or Certified Mail, in each case, return receipt requested and postage prepaid, which is deemed to have been provided upon receipt as indicated by the date on the signed receipt, certification, or affidavit; or
- C. Nationally or internationally recognized overnight courier, with tracking service with all fees and costs prepaid, which is deemed to have been provided upon receipt as indicated by the date on the signed receipt, certification, or affidavit; or
- D. Except for Notices of Termination and Notices of Default, email, which is deemed to have been provided upon receipt as indicated by the date on a report generated by the outgoing email server indicating that the email was successfully sent, passed, or transmitted to the email server of the Authorized Representative's email address, or upon receiving an email confirming delivery to the Authorized Representative's email address.

7.2. If the Authorized Representative rejects or otherwise refuses to accept the Notice, or if the Notice cannot be provided because of a change in contact information for which no Notice was provided, then the Notice is effective upon rejection, refusal, or inability to deliver.

8. INDEMNIFICATION.

8.1. General. All claims that arise or may arise against Contractor, its officers, employees, or agents as a consequence of any act or omission on the part of Contractor, its officers, employees, or agents while engaged in the performance of this Contract shall in no way be the obligation or responsibility of the County. Contractor shall indemnify, hold harmless and defend the County, its officers, employees, and agents against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees that the County, its officers, employees, or agents may sustain, incur or be required to pay, arising out of:

- A. Any act or omission of Contractor, its officers, employees, or agents in the execution, performance, or failure to adequately perform Contractor's duties pursuant to this Contract, which causes bodily injury, death, personal injury, property loss, or damage to another; or
- B. Bodily or personal injury, death, or property loss or damage to any applicant or client either while participating in or receiving the care and Services under this Contract, regardless of where the Services are provided, or while being transported in any vehicle owned, operated, leased, chartered, or otherwise contracted for by Contractor, its officers, employees, or agents for the purpose of providing to or obtaining Services for an applicant or client; or

- C. Any applicant or client causing injury to, or damage to, the property of another person during any time when Contractor, its officers, employees, or agents has undertaken or is furnishing the care and Services called for under this Contract; or
- D. Any claim or cause of action in equity or for damages arising out of employment by Contractor or discrimination in Contractor's employment practices.

The Contractor agrees to defend, indemnify, and hold harmless the County, the Referring Agency, if different, and the Minnesota Department of Human Services, their agents, officers, and employees from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act ("MGDPA") or Health Insurance Portability and Accountability Act ("HIPAA"), including any legal fees or disbursements paid or incurred to enforce the provision of this Section of the Contract. This Section survives termination or expiration of the Contract.

- 8.2. Limitations. The indemnification obligations of this Section do not apply to the extent that liability is the direct or proximate result of the County's negligence. This limitation is not a waiver on the part of the County of any immunity or limits on liability under Minn. Stat. Ch. 466, or other applicable State or Federal law.
- 8.3. Notice. The parties shall promptly provide Notice in writing and in reasonable detail of:
 - A. Any demand, action, suit, or proceeding against the party providing Notice; or
 - B. Any event or fact that may give rise to indemnification under Section 8.1 by Contractor.
- 8.4. Control of Defense and Settlement. Contractor shall promptly provide Notice to the County of any proposed settlement, and Contractor may not, without County's prior written consent (which the County will not unreasonably withhold, condition, or delay), settle such claim or consent to entry of any third-party judgment. Nothing in this Section precludes Contractor from allowing County to undertake control of the defense.

9. **INSURANCE.**

Contractor shall maintain policies of insurance as set forth in Exhibit 2, and pay all retentions and deductibles under such policies of insurance. Any violation of this Section is a material breach of this Contract. This Section survives expiration or termination of this Contract. No Notice of Default is required to terminate under this Section.

10. **SUBCONTRACTING.**

- 10.1. Subcontracting Generally Prohibited. Contractor shall not assign or delegate any interest, right, duty, or obligation related to this Contract without the County's prior written consent. The County may void any purported assignment, delegation, or subcontract in violation of this Section.
- 10.2. Permitted Subcontracting. Contractor may subcontract with the Subcontractors only as permitted by the County in writing, subject to the following:
 - A. Contractor shall be responsible for the performance of its Subcontractors.
 - B. All Subcontractors shall comply with the provisions of this Contract.
 - C. Contractor remains responsible for performing Services under and complying with this Contract, regardless of any subcontract.
- 10.3. Payment of Subcontractors. The following is required by Minn. Stat. § 471.425. Contractor shall pay subcontractor within 10 calendar days after the date on which the Contractor receives payment from the

County for undisputed Services performed by the subcontractor. Contractor agrees to pay interest of 1½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For unpaid balances of less than \$100, the Contractor shall pay the actual interest penalty due the subcontractor.

- 10.4 Notice to County. Contractor shall provide Notice to the County of any complaint, demand, action, proceeding, filing, lien, suit, or claim that Contractor has not paid or failed to timely pay any subcontractor. Notice must be provided no later than 10 calendar days after the date on which the Contractor first receives the complaint, demand, action, proceeding, filing, lien, suit, or claim.
- 10.5 A violation of any part of this Section is a material breach of contract.

11. HOST COUNTY CONTRACT.

This Contract may be accessed as a Host County Contract under applicable law and rules of the Minnesota Department of Human Services. All local agencies that purchase Services from Contractor shall abide by the terms of this Contract. Such local agencies shall be financially responsible under the terms of this Contract for those clients they refer to Contractor for Services. The County shall monitor the terms of this Contract and shall make available, upon request of other local agencies, copies of this Contract.

12. FORCE MAJEURE.

Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

13. CONFIDENTIALITY AND SECURITY.

- 13.1. "Protected Data" has the same meaning as Not Public Data as defined in Minn. Stat. § 13.02, subd. 8a. Trade Secret Data as defined in Minn. Stat. § 13.37, subd. 1(b) shall be identified by Contractor to County and included in the definition of Protected Data.
- 13.2. For purposes of this Contract, all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract is subject to the requirements of the Minnesota Government Data Practices Act ("MGDPA"), Minn. Stat. Chapter 13 and its implementing rules, as well as any other applicable State or Federal laws on data privacy or security. Contractor must comply with, and is subject to, the provisions, remedies, and requirements of the MGDPA as if it were a governmental entity.
- 13.3. Contractor acknowledges that the County may transmit Protected Data to Contractor in connection with Contractor's performance of this Contract. Contractor shall not, at any time, directly or indirectly reveal, report, publish, duplicate, or otherwise disclose Protected Data to any third party in any way whatsoever, unless required or allowed by law. Contractor agrees to implement such procedures as are necessary to assure protection and security of Protected Data and to furnish the County with a copy of said procedures upon request.
- 13.4. Each party shall provide the other party with prompt Notice of a breach of the security of data as defined in Minn. Stat. § 13.055, subd. 1(a) or suspected breach of the security of data and shall assist in remedying such breach. Providing or accepting assistance does not constitute of waiver of any claim or cause of action for breach of contract.
- 13.5. Contractor shall cooperate with the County in responding to all requests for data. Contractor does not have a duty to provide access to public data if the public data are available from the County, except as required by the provisions of this Contract. The parties shall promptly notify each other when any third

party requests Protected Data related to this Contract or the Services. Contractor shall ensure that all subcontracts contain the same or similar data practices compliance requirements. All provisions of this Section apply to any subcontract or subcontractor.

13.6. Identification Badges. If County staff determine that Contractor or Contractor's personnel may have access to secured areas, Contractor or Contractor's personnel must possess on their persons valid County-issued identification badges in order to have access to any secure County location, in compliance with County Policy 4022 "Identification Credentialing for Facility Access." Contractor shall immediately notify the County Liaison when it has knowledge of any felony conviction of personnel who possess County-issued identification badges, and then must immediately return such identification badges to the County and deny the affected personnel any further access pending further instruction from the County. Contractor shall promptly notify the County Liaison when an identification badge is lost or when there is a change in any work status or access requirements (for example, job termination or reassignment).

13.7. Intentionally Omitted.

13.8. This Section survives expiration or termination of this Contract.

14. DEFAULT.

14.1. Notice of Default. Unless otherwise stated in a specific section of this Contract, no event or circumstance constitutes a default giving rise to the right to terminate for cause unless and until a Notice of Default is provided to the defaulting party, specifying the particular event or circumstance, series of events or circumstances, or failure constituting the default and cure period, if any.

14.2. Cure Period. The party providing the Notice of Default has the option, but is not required, to give the other party an opportunity to cure the specified default. If an opportunity to cure is given, it must be specifically described in the Notice of Default, including any period in which to comply.

15. TERMINATION.

15.1. Termination Without Cause. Either party may terminate this Contract without cause by providing 30 calendar days' Notice of Termination to the other party.

15.2. Termination for Cause or Material Breach. Either party may terminate this Contract for cause by providing 7 calendar days' Notice of Termination to the other party, unless a different procedure or effective date is stated within the specific section of this Contract under which the default occurs. In addition to other specifically stated provisions of this Contract or as otherwise stated in law, events or circumstances constituting default and giving rise to the right to terminate for cause, unless waived, include but are not limited to:

- A. Making material misrepresentations either in the attached exhibits or in any other material provision or condition relied upon in the making of this Contract;
- B. Failure to perform Services or provide payment within the time specified in this Contract;
- C. Failure to perform any other material provision of this Contract;
- D. Failure to diligently and timely perform Services so as to endanger performance of the provisions of this Contract;
- E. The voluntary or involuntary dissolution, merger, sale, transfer, reorganization, acquisition or winding down of the Contractor's business.

15.3. Termination by County – Lack of Funding. The County may immediately terminate this Contract for lack of funding. A lack of funding occurs when funds appropriated for this Contract as of the Effective Date from a non-County source are unavailable or are not appropriated by the County Board. The County has

sole discretion to determine if there is a lack of funding. The County is not obligated to pay for any Services that are performed after providing Notice of Termination for lack of funding. The County is not subject to any penalty or damages for termination due to lack of funding. No Notice of Default is required to terminate under this Section.

- 15.4. Notice of Termination. The Notice of Termination must state the intent to terminate the Contract and specify the events or circumstances and relevant Contract provision warranting termination of the Contract and whether the termination is for cause.
- 15.5. Duties of Contractor upon Termination. Upon the County providing of the Notice of Termination, and except as otherwise stated, Contractor shall:
 - A. Discontinue performance under this Contract on the date and to the extent specified in the Notice of Termination.
 - B. Complete performance of any work that is not discontinued by the Notice of Termination.
 - C. Cooperate with County with any transition of Services.
 - D. Cancel all orders and subcontracts to the extent that they relate to the performance of this Contract.
 - E. Return all County property in its possession within 7 calendar days after the date on which the Contractor receives the Notice of Termination to the extent that it relates to the performance of this Contract that is discontinued by the Notice of Termination.
 - F. Submit an invoice for Services satisfactorily performed prior to the effective date of termination within 35 calendar days of said date.
 - G. Maintain all records relating to the performance of the Contract as may be directed by the County in the Notice of Termination or required by law or this Contract.
- 15.6. Duties of County upon Termination of the Contract for Cause or Without Cause. Upon delivery of the Notice of Termination, and except as otherwise provided, the County shall make final payment to Contractor in accordance with Section 4.7 of this Contract for Services satisfactorily performed.
- 15.7. Effect of Termination for Cause or without Cause.
 - A. Termination of this Contract does not discharge any liability, responsibility, or right of any party that arises from the performance of, or failure to adequately, perform the provisions of this Contract prior to the effective date of termination. Termination shall not discharge any obligation which, by its nature, would survive after the date of termination, including by way of illustration only and not limitation, the requirements set forth in Exhibit 1 (Standard Assurances) and the indemnity provisions of Section 8.
 - B. The County shall not be liable for any Services performed after Notice of Termination, except as stated above or as authorized by the County in writing.

16. CONTRACT RIGHTS AND REMEDIES.

- 16.1. Rights Cumulative. All remedies under this Contract or by law are cumulative and may be exercised concurrently or separately. The exercise of any one remedy does not preclude exercise of any other remedies.
- 16.2. Waiver. Any waiver is only valid when reduced to writing, specifically identified as a waiver, and signed by the waiving party's Authorized Representative. A waiver is not an amendment to the Contract. The County's failure to enforce any provision of this Contract does not waive the provision or the County's right to enforce it.

17. AUTHORIZED REPRESENTATIVES.

17.1. The Authorized Representatives of the respective parties for purposes of this Contract are as follows:

TO COUNTY:

Name: Marti Fischbach
Title: Community Services Director

Address:
Dakota County Community Services
1 Mendota Rd W, Ste 500
West St. Paul, MN 55118-4773

Phone Number: 651-554-5742
Email: Marti.Fischbach@co.dakota.mn.us

TO CONTRACTOR:

Name: Lucienne Olson
Title: Owner

Address:
Revival Training LLC
1687 Iowa Ave. E
St. Paul, MN 55106

Phone Number: 651-343-7440
Email: Lucienne.olson9@gmail.com

17.2. The Authorized Representative, or his or her successor, has authority to bind the party he or she represents and sign this Contract. The County's Authorized Representative shall have only the authority granted by the County Board. The parties shall promptly provide Notice to each other when an Authorized Representative's successor is appointed. The Authorized Representative's successor shall thereafter be the Authorized Representative for purposes of this Contract.

17.3. In addition, Notices regarding breach or termination shall also be provided to:

Dakota County Attorney's Office
Civil Division
1560 Highway 55
Hastings, Minnesota 55033.

18. LIAISONS.

18.1. The Liaisons of the respective parties for purposes of this Contract are as follows:

COUNTY:

Liaison: Melissa Thoms
Phone number: 651-554-5807
Email: melissa.thoms@co.dakota.mn.us

CONTRACTOR:

Liaison: Lucienne Olson
Phone number: 651-343-7440
Email: Lucienne.olson9@gmail.com

18.2. The Liaison, or his or her successor, has authority to assist the parties in the day-to-day performance of this Contract, ensure compliance, and provide ongoing consultation related to the performance of this Contract. The parties shall promptly provide Notice to each other when a Liaison's successor is appointed. The Liaison's successor shall thereafter be the Liaison for purposes of this Contract.

19. AMENDMENTS.

Any amendments to this Contract are only valid when reduced to writing, specifically identified as an amendment, and signed by both parties' Authorized Representatives.

20. SEVERABILITY.

The provisions of this Contract are severable. If any provision of this Contract is void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Contract unless the void, invalid, or unenforceable provision substantially impairs the value of the entire Contract with respect to either party.

21. MERGER.

- 21.1. Final Agreement. This Contract is the final expression of the agreement of the parties. This Contract is the complete and exclusive statement of the provisions agreed to by the parties. This Contract supersedes all prior negotiations, understandings, or agreements. There are no representations, warranties, or provisions, either oral or written, not contained herein.
- 21.2. Exhibits. The following Exhibits and addenda, including all attachments, are incorporated and made a part of this Contract:

Exhibit 1 – Standard Assurances

Exhibit 2 – Insurance Terms

Exhibit 3 – Service Grid

By signing this Contract, Contractor acknowledges receipt of all the above Exhibits and addenda, including all attachments. If there is a conflict between any part of any Exhibit and the body of this Contract, the body of this Contract will prevail. To the extent reasonably possible, the Exhibits will be construed and constructed to supplement, rather than conflict with, this Contract, unless such construing or construction results in ambiguity.

22. CONTRACT INTERPRETATION AND CONSTRUCTION.

This Contract was fully reviewed and negotiated by the parties. Any ambiguity, inconsistency, or question of interpretation or construction in this Contract shall not be resolved strictly against the party that drafted the Contract. It is the intent of the parties that every section (including any subsection), clause, term, provision, condition, and all other language used in this Contract shall be constructed and construed so as to give its natural and ordinary meaning and effect.

23. ELECTRONIC SIGNATURES.

Each party agrees the electronic signatures of the parties included in this Contract are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

By signing this Contract, the Contractor certifies that none of its owners, directors, officers or principals is closely related to any County employee who has or may appear to have any control over the award, management or evaluation of this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date(s) indicated below.

Approved by Dakota County Board
Resolution No. 18-485

COUNTY OF DAKOTA

By  _____
DocuSigned by:
98030F9D032D437...

Title Community Services Director

Date of Signature 06/06/2023 | 12:46 PM CDT

CONTRACTOR

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

By  _____
DocuSigned by:
35B05E7CA41C437...

Lucienne Olson

(Please print name.)

Title Owner

Date of Signature 06/06/2023 | 10:17 AM PDT

STANDARD ASSURANCES

1. **NON-DISCRIMINATION.** During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because the person is a member of a protected class under, and as defined by, federal law or Minnesota state law including, but not limited to, race, color, creed, religion, sex, gender, gender identity, pregnancy, national origin, disability, sexual orientation, age, familial status, marital status, veteran's status, or public assistance status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without unlawful discrimination.. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which set forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran's status, or public assistance status.

No funds received under this Contract shall be used to provide religious or sectarian training or services.

The Contractor shall comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:

A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. § 2000e *et seq.* which prohibits discrimination in employment because of race, color, religion, sex, or national origin.

B. Equal Employment Opportunity-Executive Order No.11246, 30 FR 12319, signed September 24, 1965, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex, or national origin.

C. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 *et seq.* and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to or participation in federally-funded services or employment.

D. The Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 *et seq.* as amended, and Minn. Stat. § 181.81, which generally prohibit discrimination because of age.

E. The Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(d), which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.

F. Minn. Stat. Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or age.

G. Minn. Stat. § 181.59 which prohibits discrimination against any person by reason of race, creed, or color in any state or political subdivision contract for materials, supplies, or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the Contract.

H. Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 through 12213, 47 U.S.C. §§ 225, 611, with regulations at 29 C.F.R. § 1630, which prohibits discrimination against qualified individuals on the basis of a disability in term, condition, or privilege of employment.

I. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, *et seq.* and including 45 CFR Part 80, prohibits recipients, including their contractors and subcontractors, of federal financial assistance from discriminating on the basis of race, color or national origin which includes not discriminating against those persons with limited English proficiency.

J. The Pregnancy Discrimination Act of 1978, which amended Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq* which prohibits discrimination on the basis of pregnancy, childbirth, or related medical conditions.

K. Equal Protection of the Laws for Faith-based and Community Organizations-Executive Order No. 13279, signed December 12, 2002 and as amended May 3, 2018. Prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of federal financial assistance under social service programs, including grants and loans.

L. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, with regulations at 41 C.F.R. Part 60-250, which prohibits discrimination in employment against protected veterans.

2. **DATA PRIVACY.** For purposes of this Contract, all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract are subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, ("MGDPA") and the Minnesota Rules implementing the MGDPA. Contractor must comply with the MGDPA as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. Contractor does not have a duty to provide access to public data to a data requestor if the public data are available from the County, except as required by the terms of this Contract. If Contractor is a subrecipient of federal grant funds under this Contract, it will comply with the federal requirements for the safeguarding of protected personally identifiable information ("Protected PII") as required in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, and the County Protected PII procedures, which are available upon request. Additionally, Contractor must comply with any other applicable laws on data privacy. All subcontracts shall contain the same or similar data practices compliance requirements.

3. **RECORDS DISCLOSURE/RETENTION.** Contractor's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription, and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5 [and the U.S. Department of Health and Human Services]. Such evidences are 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 Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

4. **WORKER HEALTH, SAFETY AND TRAINING.** Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Contractor shall ensure all personnel of Contractor and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Contract. Each Contractor shall comply with federal, state, and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by Contractor.

5. **PROHIBITED TELLECOMMUNICATIONS EQUIPMENT/SERVICES.** If Contractor is a subrecipient of federal grant funds under this Contract, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018) (the "Act"), and 2 CFR § 200.216, Contractor will not use funding covered by this Contract to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any agreement related to this Contract.

6. **CONTRACTOR GOOD STANDING.** If Contractor is not an individual, Contractor must be registered to do business in Minnesota with the Office of the Minnesota Secretary of State and shall maintain an active/in good standing status with the Office of the Minnesota Secretary of State, and shall notify County of any changes in status within five calendar days of such change. Business entities formed under the laws of a jurisdiction other than Minnesota must maintain a certificate of authority (foreign corporations, limited liability companies, limited partnerships, and limited liability limited partnerships), or a statement of foreign qualification (foreign limited liability partnerships), or a statement of partnership authority (general partnerships). See Minn. Stat. §§ 303.03 (corporations); 322C.0802 (limited liability companies); 321.0902 and 321.0907 (foreign limited partnership); 321.0102(7) (foreign limited liability limited partnerships); 323A.1102(a) (foreign limited liability partnership); 321.0902 and 321.0907 (foreign general partnerships).

7. **CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION.** Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minn. Stat. § 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to

contract with the State/Agency. 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 Contract, the Contractor certifies that it and its principals* and employees:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department or agency; and

B. Have not within a three (3) year period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Contract are in violation of any of the certifications set forth above; and

E. Shall immediately give written notice to the Authorized Representative should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state, or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

*"Principals" for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

8. **HEALTH DATA PRIVACY.** When applicable to the Contractor's duties under this Contract, the Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), Minnesota Health Records Act, and any other applicable health data laws, rules, standards, and requirements in effect during the term of this Contract.

9. **APPEALS.** The Contractor shall assist the County in complying with the provisions of Minn. Stat. § 256.045, Administrative and Judicial Review of Human Services Matters, if applicable.

10. **REPORTING.** Contractor shall comply with the provisions of the "Child Abuse Reporting Act", Minn. Stat. § 626.556, as amended, and the "Vulnerable Adult Reporting Act", Minn. Stat. § 626.557, as amended, and any rules promulgated by the Minnesota Department of Human Services, implementing such Acts.

11. **PSYCHOTHERAPISTS.** Contractor has and shall continue to comply with the provisions of Minn. Stat. Ch. 604, as amended, with regard to any currently or formerly employed psychotherapists and/or applicants for psychotherapist positions.

12. **EXCLUDED MEDICAL ASSISTANCE PROVIDERS.** By signing this contract, Provider certifies that it is not excluded. 42 U.S.C. § 1397 *et seq.* (subch. XX) of the Social Security Act.

13. **MDHS THIRD-PARTY BENEFICIARY.** The following applies to contracts related to adult mental health services; see Minn. Stat. § 245.466, subd. 2. Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary and as a third-party beneficiary, is an affected party under this Contract. Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or sue Contractor for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance of all or any part of the

Contract between the County Board and Contractor. Contractor specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to and may recover from Contractor reasonable attorneys' fees and costs and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party to the Contract or any other third party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity. (Minn. Stat. § 245.466, subd. 3; Minn. R. 9525.1870, subp. 2).

14. Intentionally Omitted.

Directions for Online Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at https://oig.hhs.gov/exclusions/exclusions_list.asp

Attycv/Exh SA (Rev. 1-23)

INSURANCE TERMS

Contractor agrees to provide and maintain at all times during the term of this Contract such insurance coverages as are indicated herein and to otherwise comply with the provisions that follow. Such policy(ies) of insurance shall apply to the extent of, but not as a limitation upon or in satisfaction of, the Contract indemnity provisions. The provisions of this section shall also apply to all Subcontractors, Sub-subcontractors, and Independent Contractors engaged by Contractor with respect to this Contract, and Contractor shall be entirely responsible for securing the compliance of all such persons or parties with these provisions.

APPLICABLE SECTIONS ARE CHECKED

1. Workers Compensation. Workers' Compensation insurance in compliance with all applicable statutes including an All States or Universal Endorsement where applicable. Such policy shall include Employer's Liability coverage in an amount no less than \$500,000. If Contractor is not required by Statute to carry Workers' Compensation Insurance, Contractor agrees: (1) to provide County with evidence documenting the specific provision under Minn. Stat. § 176.041 which excludes Contractor from the requirement of obtaining Workers' Compensation Insurance; (2) to provide prior notice to County of any change in Contractor's exemption status under Minn. Stat. § 176.041; and (3) to hold harmless and indemnify County from and against any and all claims and losses brought by Contractor or any subcontractor or other person claiming through Contractor for Workers' Compensation or Employers' Liability benefits for damages arising out of any injury or illness resulting from performance of work under this Contract. If any such change requires Contractor to obtain Workers' Compensation Insurance, Contractor agrees to promptly provide County with evidence of such insurance coverage.

2. General Liability.

"Commercial General Liability Insurance" coverage (Insurance Services Office form title), providing coverage on an "occurrence" rather than on a "claims made" basis, which policy shall include, but not be limited to, coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Contract), Independent Contractors, "XC&U" and Products-Completed Operations liability (if applicable). Such coverage may be provided under an equivalent policy form (or forms), so long as such equivalent form (or forms) affords coverage which is at least as broad. An Insurance Services Office "Comprehensive General Liability" policy which includes a Broad Form Endorsement GL 0404 (Insurance Services Office designation) shall be considered to be an acceptable equivalent policy form.

If Commercial General Liability insurance can only be provided on a claims-made basis, the Contractor agrees to maintain such insurance for at least one (1) year from Contract termination. The retroactive date for the claims made policy must be prior to the start of the contract term.

Contractor agrees to maintain at all times during the period of this Contract a total combined general liability policy limit of at least \$1,000,000 per occurrence and aggregate, applying to liability for Bodily Injury, Personal Injury, and Property Damage, which total limit may be satisfied by the limit afforded under its Commercial General Liability policy, or equivalent policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy is at least as broad as that afforded by the underlying Commercial General Liability policy (or equivalent underlying policy).

Such Commercial General Liability policy and Umbrella or Excess Liability policy (or policies) may provide aggregate limits for some or all of the coverages afforded thereunder, so long as such aggregate limits have not, as of the beginning of the term or at any time during the term, been reduced to less than the total required limits stated above, and further, that the Umbrella or Excess Liability policy provides coverage from the point that such aggregate limits in the underlying Commercial General Liability policy become reduced or exhausted. An Umbrella or Excess Liability policy which "drops down" to respond immediately over reduced underlying limits, or in place of exhausted underlying limits, but subject to a deductible or "retention" amount, shall be acceptable in this regard so long as such deductible or retention for each occurrence does not exceed the amount shown in the provision below.

Contractor's liability insurance coverage may be subject to a deductible, "retention" or "participation" (or other similar provision) requiring the Contractor to remain responsible for a stated amount or percentage of each covered loss; provided, that such deductible, retention or participation amount shall not exceed \$25,000 each occurrence.

Such policy(ies) shall name Dakota County, its officers, employees and agents as Additional Insureds thereunder.

Such policy(ies) shall name the Minnesota Department of Human Services, its officers, employees and agents as Additional Insureds thereunder.

3. Professional Liability. Professional Liability (errors and omissions) insurance with respect to its professional activities to be performed under this Contract. This amount of insurance shall be at least \$1,000,000 per occurrence and aggregate (if applicable). Coverage under such policy may be subject to a deductible, not to exceed \$25,000 per occurrence. Contractor agrees to maintain such insurance for at least one (1) year from Contract termination.

It is understood that such Professional Liability insurance may be provided on a claims-made basis, and, in such case, that changes in insurers or insurance policy forms could result in the impairment of the liability insurance protection intended for Dakota County hereunder. Contractor therefore agrees that it will not seek or voluntarily accept any such change in its Professional Liability insurance coverage if such impairment of Dakota County's protection could result; and further, that it will exercise its rights under any "Extended Reporting Period" ("tail coverage") or similar policy option if necessary or appropriate to avoid impairment of Dakota County's protection. Contractor further agrees that it will, throughout the one (1) year period of required coverage, immediately: (a) advise Dakota County of any intended or pending change of any Professional Liability insurers or policy forms, and provide Dakota County with all pertinent information that Dakota County may reasonably request to determine compliance with this section; and (b) immediately advise Dakota County of any claims or threats of claims that might reasonably be expected to reduce the amount of such insurance remaining available for the protection of Dakota County.

4. Automobile Liability. Business Automobile Liability insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned and hired automobiles and other motor vehicles utilized by Contractor in connection with its performance under this Contract. Such policy shall provide total liability limits for combined Bodily Injury and/or Property Damage in the amount of at least \$100,000 per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy(ies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy(ies) shall be at least as broad with respect to such Business Automobile Liability insurance as that afforded by the underlying policy. Unless included within the scope of Contractor's Commercial General Liability policy, such Business Automobile Liability policy shall also include coverage for motor vehicle liability assumed under this contract.

Such policy, and, if applicable, such Umbrella or Excess Liability policy(ies), shall include Dakota County, its officers, employees and agents as Additional Insureds thereunder.

5. Self-Insurance. Dakota County recognizes that the contractor is self-insured for general liability, professional liability or automobile liability and maintains excess coverage in order to meet the requirements set for the in this section of the contract. The contractor agrees to provide Dakota County with financial information to assist the County in determining the ability of the contractor to cover self insured losses.

6. Additional Insurance. Dakota County shall, at any time during the period of the Contract, have the right to require that Contractor secure any additional insurance, or additional feature to existing insurance, as Dakota County may reasonably require for the protection of their interests or those of the public. In such event Contractor shall proceed with due diligence to make every good faith effort to promptly comply with such additional requirement(s).

7. Evidence of Insurance. Contractor shall promptly provide Dakota County with evidence that the insurance coverage required hereunder is in full force and effect prior to commencement of any work. At least ten (10) days prior to termination of any such coverage, Contractor shall provide Dakota County with evidence

that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions. Such evidence of insurance shall be in the form of the Dakota County Certificate of Insurance, or in such other form as Dakota County may reasonably request, and shall contain sufficient information to allow Dakota County to determine whether there is compliance with these provisions. At the request of Dakota County, Contractor shall, in addition to providing such evidence of insurance, promptly furnish Contract Manager with a complete (and if so required, insurer-certified) copy of each insurance policy intended to provide coverage required hereunder. All such policies shall be endorsed to require that the insurer provide at least thirty (30)-day's notice to Dakota County prior to the effective date of policy cancellation, nonrenewal, or material adverse change in coverage terms. On Certificate of Insurance, Contractor's insurance agency shall certify that he/she has Error and Omissions coverage.

8. Insurer: Policies. All policies of insurance required under this paragraph shall be issued by financially responsible insurers licensed to do business in the State of Minnesota, and all such insurers must be acceptable to Dakota County. Such acceptance by Dakota County shall not be unreasonably withheld or delayed. An insurer with a current A.M. Best Company rating of at least A-VII shall be conclusively deemed to be acceptable. In all other instances, Dakota County shall have fifteen (15) business days from the date of receipt of Contractor's evidence of insurance to advise Contractor in writing of any insurer that is not acceptable to Dakota County. If Dakota County does not respond in writing within such fifteen (15) day period, Contractor's insurer(s) shall be deemed to be acceptable to Dakota County.

9. Noncompliance. In the event of the failure of Contractor to maintain such insurance and/or to furnish satisfactory evidence thereof as required herein, Dakota County shall have the right to purchase such insurance on behalf of Contractor, which agrees to provide all necessary and appropriate information therefor and to pay the cost thereof to Dakota County immediately upon presentation of invoice.

10. Loss Information. At the request of Dakota County, Contractor shall promptly furnish loss information concerning all liability claims brought against Contractor (or any other insured under Contractor's required policies), that may affect the amount of liability insurance available for the benefit and protection of Dakota County under this section. Such loss information shall include such specifics and be in such form as Dakota County may reasonably require.

11. Release and Waiver. Contractor agrees to rely entirely upon its own property insurance for recovery with respect to any damage, loss or injury to the property interests of Contractor. Contractor hereby releases Dakota County, its officers, employees, agents, and others acting on their behalf, from all claims, and all liability or responsibility to Contractor, and to anyone claiming through or under Contractor, by way of subrogation or otherwise, for any loss of or damage to Contractor's business or property caused by fire or other peril or event, even if such fire or other peril or event was caused in whole or in part by the negligence or other act or omission of Dakota County or other party who is to be released by the terms hereof, or by anyone for whom such party may be responsible.

Contractor agrees to effect such revision of any property insurance policy as may be necessary in order to permit the release and waiver of subrogation agreed to herein. Contractor shall, upon the request of Dakota County, promptly provide a Certificate of Insurance, or other form of evidence as may be reasonably requested by Dakota County, evidencing that the full waiver of subrogation privilege contemplated by this provision is present; and/or, if so requested by Dakota County, Contractor shall provide a full and complete copy of the pertinent property insurance policy(ies).

Insure CS (Rev. 9/4/07)

Service: Community Coach Services

Estimated Annual # of Referrals: 10 youth

Payment Source:

1. County Funding.

Goal/Purpose

To increase public safety by connecting youth to pro-social activities and peers, developing their skills to maintain pro-social relationships, and structuring their free time.

Target Group

- Youth on high risk probation who are living in their communities and/or transitioning back into their communities from out of home placements.
- Youth who have unstructured time after school, during evenings and on weekends contributing to risks for violations of probation and/or new offenses; and who have little participation in pro-social activities (ex: teams, clubs, volunteer work) or established relationships with pro-social individuals (ex: coaches, teachers, employers, pro-social peers).

Referral Process

- For each youth referred, Community Corrections will email to the Contractor the following:
 - o Intake referral sheet.
 - o Signed, current release of information.
 - o Relevant referral information based on the individual offender.
- Brianna Hill, Community Corrections Supervisor, will coordinate the referrals.
- The Contractor will acknowledge and accept or decline the referral within two business days of receipt.
 - o Acknowledgment will be sent to:
Brianna Hill, Supervisor
Dakota County Community Corrections
1600 Highway 55
Hastings, MN 55033
Brianna.Hill@co.dakota.mn.us
- Contractor will initiate contact with the youth and parent/guardian within three business days of the referral.
- Contractor will conduct an in-person meeting with the youth and parent/guardian within five business days of contact with youth offender.

Service Expectations

- Develop relationships with youth serving programs, teams, faith communities, employers, and agencies in the County to allow for expeditious connections with each youth offender.
- Provide services in home and community settings.
- Conduct an interest inventory for each youth to determine possible community-based resources matches.
- Co-develop an action plan/case plan (working with youth and the parent/guardian) for connecting the youth with pro-social activities in the community. The action plan/case plan must include a schedule of community activities. The action plan/case must be provided to the youth offender, his/her family, and his/her probation officer within one week of completion.
- Support and coach the youth in implementing the action plan/case plan. This includes helping the youth maintain engagement with pro-social activities and peers and transitioning into independent participation. This may include transporting youth to activities.
- Written communication regarding the youth progress to his/her probation officer at least twice monthly.
- Written closing summary for each youth as the service ends.
- Submit bills for services and program reports in a timely fashion.
- County holds the Contractor responsible to ensure the Contractor's direct care staff meets the requirements of an employee background check that minimally includes the Bureau of Criminal Apprehension (BCA) criminal study and a Minnesota Social Services record check for vulnerable adult or child maltreatment findings. These checks must occur within one year of the contract start date, and every two years thereafter. Dakota County expects that no employee will have a record such that they would be disqualified from contact with persons served by programs licensed by the Minnesota Department of Human Services (see MN Statute 245C.15). Contractor will arrange to have the background check results submitted to the Dakota County Contract Manager upon request.
- County holds the Contractor responsible to ensure that the Contractor's direct care staff is trained in Mandated Reporting of suspected child or vulnerable adult abuse prior to service provision. Mandated Reporting includes reporting of any incidents of domestic violence suspected or observed in the home or community settings.

Service Duration/Intensity

- Phase I: Engagement: within 30 days of referral, unless otherwise noted
 - Complete interest inventory.
 - Complete action/case plan.
- Phase II: Connecting: within 30-45 days
 - Implement action/case plan.
 - Connect youth to one or more pro-social activities.
 - Support youth in overcoming barriers to participation in pro-social activity.
- Phase III: Transition: (suggested length: 15-30 days)
 - Transition youth to independent participation in pro-social activity.

Process Measures

- Process measures will be gathered using the Contractor's and Community Corrections' documentation of contracts, as well as surveys of Corrections staff, youth, and parents/guardians.
 - Timely and consistent phone and/or face-to-face contact with youth.
 - Timely and consistent phone and written communication with probation officers.
 - Timeliness in completion of initial meetings.
 - Timeliness in completion of interest inventories.
 - Timeliness in completion of action/case plans.
 - Adherence to BCA background check requirements.
 - Timeliness of closing reports.

Outcome Measures

- Outcome measures will be gathered using surveys of Corrections staff, youth, and parents/guardians:
 - Connection to community based pro-social activity.
 - % of referred youth who report involvement with at least one pro-social activity while in the Community Coaches program.
 - % of referred youth who report involvement with at least one pro-social activity three months after completing the Community Coaches program.
 - Probation violations.
 - % of referred youth who have probation violations while in the Coaches Program.
 - % of youth who report satisfaction with Community Coaches Program.
 - % of parents who report satisfaction with Community Coaches Program.
 - % of probation officers who report timely and consistent communication from Coaches.

Reporting

- The Contractor will:
 - Submit twice per month progress reports on goals of the youth, the number of contacts, summary of pro-social activities initiated, concerns and any modification to the plan determined to be needed.
 - Immediately report to the youth's probation officer when:
 - Face-to-face contact or an action/case plan will not be completed in the required amount of time.
 - Upon a "no-show" or cancellation with less than 24 hours of notice.
 - Youth is no longer actively involved in the services.
 - Submit a closing report within 30 days of terminating service. The reports must include for each youth:
 - Service discharge status.
 - Summary of pro-social activities initiated.

Payment Limitations

The County will pay for services as follows:

- County shall pay the Contractor for Community Coach services at a rate of \$75.00 per hour for up to 45 hours per referral through all three phases as previously described with an option for additional hours approved by supervisor.
- Billable hours include:
 - Face-to-face meetings with youth.
 - Telephone and other contacts with youth and collaterals.
- No Shows/Cancellations: County will pay for one no-show or cancellation per youth occurring with less than a 24-hour notice. The Contractor will “no show” by using a modifier of “no show-NS” in billing Community Corrections when identifying a no-show cancellation. The Contractor will also immediately notify the probation officer of the no-show cancellation. Each no-show/cancellation is included as part of the maximum number of hours approved for the youth on the referral form. If there is a second no show/cancellation occurrence, services will be paid but additional services for the youth will be suspended. Verbal authorization must be received from the designated Dakota County Corrections contract supervisor to resume services.
- Performance Bonuses: The Contractor will receive bonuses based on achievement of the following outcomes as approved by the program supervisor and probation officer:
 - Phase II Performance Bonus: \$200 per youth: with the criteria that the youth is successfully enrolled, or engaged in, a new pro-social activity.
 - Phase III Performance Bonus: \$200 per youth: with the criteria that the youth completes all three phases of the Community Coaches Program with no new crime (misdemeanor or higher), and no probation violations filed.
- Other Billable Services: County will reimburse the Contractor up to \$200 per youth for pre-approved expenditures directly related to enrollment or participation in pro-social activities. The Contractor must contact the Community Corrections contract supervisor to secure approval for these expenditures.
- County will reimburse the Contractor up to \$50 per month per youth served that month for expenses coaches incur working with youth for incentives or rewards. Examples of covered expenses are refreshments, event tickets, and journals. Only expenses incurred on behalf of the youth will be eligible for reimbursement. County is not responsible for expenses coaches incur for themselves.

Billing Procedures

- Request for Payment: Contractor shall, within 30 days of the end of each month, submit an invoice and request for payment for the previous month on an invoice form acceptable to the County.
- The invoices shall certify expenditures and itemize (as applicable):
 - The date such services were provided.
 - A general description of the services provided.
 - The dates of the performance period covered by the invoice. As applicable, receipts are required for reimbursement of pre-approved expenditures associated with pro-social activities for youths (not to exceed \$200 per youth), and itemized receipts as it relates to section 1e.

- Submit invoices to:
 - ccinvoices@co.dakota.mn.us or mail to:
Dakota County Community Corrections
ATTN: CCinvoices
14955 Galaxie Avenue
Apple Valley, MN 55124

Cost of Living Adjustment

- The service rates subject to a Cost-Of-Living Adjustment (COLA) by Dakota County will be adjusted based on the COLA approved by the Dakota County Board of Commissioners. The COLA typically takes effect on January 1 of each calendar year, and does not apply to state set rates, MA rates, CTSS rates, etc.

Interpreters

- Dakota County will pay for the actual costs of providing interpreter services to non-English speaking participants who are an open Dakota County case. The Contractor must receive prior written authorization of interpreter services costs from County staff prior to using those services. Unless specifically prior authorized by the County, the Contractor must access interpreters from those agencies under contract with the County to provide interpreter services.

Inclusion, Diversity & Equity

The County embraces and supports person-centered practices and expects contractors to do the same. Person-centered practices are structured in a way to support a client's comfort and ability to express choice, control, and direction in all aspects of service delivery and support. While the nature of some services and service deliveries is such that it must account for factors beyond the client's choice, control and direction, including, but not limited to, the terms of this Contract, court orders, the safety of the client and others, and governing law, the County values consideration of the client's perspective, knowing that services are more efficient and effective when aligned with client choice. [For more information, refer to *Person-Centered, Informed Choice and Transition Protocol*, Minnesota Department of Human Services, issued 3/27/17 and updates.]

The County further recognizes that pervasive racism, discrimination and other institutional and community biases, as well as harm from historical trauma, are experienced by cultural communities and that this may contribute to overrepresentation of cultural communities in some County services. Appropriate service delivery often requires open discussion considering the real-life experiences of the people served, paying attention to the impact of pervasive racism and bias. At the referral level, it means inquiring with families about how to integrate their family or individual culture into service delivery. At the service level, it includes attention to outcomes for

families receiving services in order to assess whether effectiveness differs in cultural communities and responding to any differences.

It is expected that while performing services for the County, the Contractor shall abstain from unacceptable behaviors including, but not limited to:

- Racial, ethnic or discriminatory jokes or slurs;
- Hostile, condemning, or demeaning communications, both verbal and written;
- Behavior demonstrating disrespect, dishonesty, intimidation, or disruption to the work relationship; and
- Retaliation against any person who reports or addresses unacceptable behavior.

It is the responsibility of the Contractor to ensure staff delivering services for the County are aware of these expectations and trained as needed to ensure respectful, cooperative and professional conduct in interactions with County staff and clients. If the County experiences or receives a report of an unacceptable behavior, it will share the report with Contractor. The Contractor must inform the County of steps taken to remedy the unacceptable behavior within ten (10) working days. If the unacceptable behavior persists, the County may terminate the Contract pursuant to the termination provision in the Contract.