

**FIRST AMENDMENT  
TO THE COMMUNITY COACH SERVICES CONTRACT  
BETWEEN THE COUNTY OF DAKOTA  
AND REVIVAL TRAINING, LLC**

**WHEREAS**, effective 6/6/2023, the County of Dakota, by and through its Community Corrections Department, ("County"), and Revival Training LLC, 1687 Iowa Ave E, St. Paul, MN 55106 ("Contractor"), entered into a Contract for the provision of services related to Community Coach Services ("the Contract"); and

**WHEREAS**, the parties desire to amend the Contract; and

**WHEREAS**, the Contract provides that any amendments shall be valid only when in writing and signed by Authorized Representatives of the parties.

**ACCORDINGLY**, the parties agree to amend the Contract to extend Term, increase Total Cost, and add an additional Service as follows:

1. Section 2, Term of the Contract is hereby amended to read as follows:

This Contract is effective on 01/01/2023 ("Effective Date") and expires on 12/31/2026, or when all Services have been satisfactorily performed, whichever occurs first.

2. Section 4.1, Total Cost, of the Contract is hereby amended to read as follows:

Total Cost. County will pay Contractor a total amount not to exceed ("Contract Maximum"):

- \$80,000.

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.

3. Exhibit 2, Insurance Terms, shall be amended to include revised Insurance Terms effective the date that last party executes this Amendment, which are attached and incorporated herein.
4. Exhibit 3, Service Grid, of the Contract is hereby amended to include an additional Service for Families First, which is attached and incorporated herein.
5. All other terms of the Contract between the County and Contractor shall remain in full force and effect unless otherwise amended or terminated in accordance with law or the terms of the Contract.
6. If any provision of this Amendment conflicts with the any provision of the Contract, or an earlier Amendment, the conflicting provision of this Amendment prevails.

**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.**

**IN WITNESS WHEREOF**, the parties have executed this Amendment to the Contract on the dates indicated below.

Approved by Dakota County Board  
Resolution No. 18-485

**COUNTY OF DAKOTA**

By: DocuSigned by:  
Marti Fischbach  
95038F9D332D437...

Title: Community Services Director

Date of Signature: 11/03/2024 | 10:04 AM CST

**CONTRACTOR**

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

By: DocuSigned by:  
Lucienne Olson  
35B08E7CA1CA37...

Title: Owner

Date of Signature: 11/01/2024 | 6:23 PM PDT

EXHIBIT 2 – 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 defend, 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.

Note: 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, providing coverage on an "occurrence" basis. 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). 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. Claims-made coverage is acceptable.

A total combined general liability policy limit of at least \$2,000,000 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). 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.

Such policy(ies) shall name Dakota County, 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 \$2,000,000 per occurrence and aggregate. 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.

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").

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 \$2,000,000 per accident.

Such policy, shall include Dakota County, its officers, employees and agents as Additional Insureds thereunder.

5. Network Security and Privacy Liability

Network security and privacy liability insurance, including first-party costs, for any breach that compromises data obtained while providing services under this Agreement. This insurance should cover claims which may arise from failure of Contractor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data including but not limited to confidential or private information, transmission of a computer virus or denial of service. The required limit shall not be less than \$2,000,000 per occurrence with a \$4,000,000 aggregate limit. Claims-made coverage is acceptable. Such insurance shall name Dakota County, its officials, employees, volunteers and agents as additional insureds. The policy shall provide an extended reporting period of not less than thirty-six (36) months from the expiration date of the policy, if the policy is not renewed.

6. Evidence of Insurance

Contractor shall promptly provide Dakota County with a Certificate of Insurance prior to commencement of any work. At least 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.

7. Insurer: Policies

All policies of insurance shall be issued by financially responsible insurers licensed to do business in the State of Minnesota by a n insurer with a current A.M. Best Company rating of at least A:VII.

8. 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 here of, 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).

Revised: 11/23

## Service: H.E.A.T for Youth (H4Y) Groups

### Payment Source:

1. County.

### Purpose

Contractor will provide facilitation of H.E.A.T for Youth (H4Y) Curriculum cognitive behavioral program services to individuals referred through the Dakota County Treatment Court. H4Y is a therapy program designed for Black males aged 13 to 17 who are involved in the Juvenile justice system. H.E.A.T. applies a holistic, culturally relevant, responsive, strength-based model that emphasizes a positive and engaging approach to treatment.

### Target Group

- Juvenile Clients assessed as high risk referred by Dakota County Community Corrections.

### Referral Process

- Dakota County Community Corrections will refer individuals to groups by contacting Contractor by email.
- Once the schedule is set facilitators may not adjust the date/time of group. If coverage is needed and the agency is unable to provide it, notification should be made two weeks prior to the group.

### Service Expectations

- Contractor will provide H4Y facilitation to individuals referred through the Dakota County Treatment Court and other high-risk youth as needed.
- Sessions will be open and provided weekly with a maximum of 10 participants.
- Contractor will provide a minimum of one facilitator weekly.
- Facilitators are responsible for facilitation and supervision of youth during group and on break.
- Facilitators will be observed and provided feedback twice annually by Dakota County staff
  - Location will be the Dakota County Northern Service Center
  - Virtual groups to be approved by Community Corrections.

## Reporting

- Contractor will submit the following reports to Shannon Olean, [Shannon.olean@co.dakota.mn.us](mailto:Shannon.olean@co.dakota.mn.us)
  - Attendance report – submit after each session.
- Discharge report – certificate will be sent upon completion of program.
- Evaluations - Contractor will conduct pre- and post-tests with each client. Contractor will send a summary report, , including evaluations, rosters and quarterly reports to Shannon Olean and Melissa Thoms, [melissa.thoms@co.dakota.mn.us](mailto:melissa.thoms@co.dakota.mn.us).

## Payment Limitations

The County will pay for services as follows:

- Group with two facilitators: \$408.00 for each group session with two facilitators.
- Group with one facilitator: \$278.00 for each group session provided with one facilitator.
- County will pay for tuition, travel, lodging, and a stipend of \$1200 per participant trained at the H4Y training in Louisville, Kentucky, for the dates of August 28-30<sup>th</sup>, 2024.

## Billing Procedures

Contractor will submit monthly invoices to: [ccinvoices@co.dakota.mn.us](mailto:ccinvoices@co.dakota.mn.us) or mail to: Dakota County Community Corrections, ATTN: Accounts Payable, 14955 Galaxie Avenue, Apple Valley, MN 55124. The invoice will include the date, location, and number of facilitators for each group provided.

## 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.