

CONTRACT APPROVAL

SUGGESTED MOTION:

Move to approve the following contracts submitted by respective department head, subject to state's attorney approval, and authorize the chairman to sign.

Received as of November 25, 2014:

- Community Living Services, Fargo Cass Public Health, Sanford Home Care, Spectrum Home Care Fargo, and Tami's Angels—homemaker and/or personal care services for low income individuals for 2015;
- Ransom, Richland, Sargent, Steele and Traill Counties—adult protection service agreements for six month period beginning January 1, 2015 through June 30, 2015;
- The Village Business Institute—Employee Assistance Program (EAP) for 2015;
- North Dakota Department of Corrections/Division of Juvenile Services (DJS)—grant agreement for the North Dakota Association of Counties to assist DJS in administration of attendant care program and for reimbursement to the county for costs associated with the program;
- STOP Funds Grant Award—North Dakota Department of Health grant funds in the amount of \$7,918 for STOP Violence Against Women grant (the grant does not require any matching funds from the county);
- Houston Engineering—service agreement to complete bridge design for a structure located in Sections 28/29 of Maple River Township over the Maple River;
- North Dakota Department of Emergency Services—agreement to enable Cass County to receive advance receipt for full federal and state cost shares relating to the FEMA Public Assistance Program for large projects;
- Lake Agassiz Regional Council—professional services agreement to administer and complete existing home acquisitions for the county;
- Fargo Cass Public Health—agreement to provide services associated with DUI saturation patrol, sobriety checkpoints and Cops in Shops program;
- Steven Mottinger, Jay Greenwood, and Ottmar & Ottmar Law Firm—public defender contracts for 2015
- Alertus Technologies, LLC—proposal for emergency notification software system for the Courthouse and Annex (funds included in 2015 budget).

Worden, Heather

From: Kain Varno, Melissa
Sent: Wednesday, November 05, 2014 9:20 AM
To: Burdick, Birch
Cc: Ammerman, Chip; Worden, Heather
Subject: Homemaker Contracts for Approval
Attachments: HCBS - CLS.pdf; HCBS - FCPH.pdf; HCBS - Sanford.pdf; HCBS - Spectrum.pdf; HCBS - Tami's Angels.pdf

Hello:

Attached for your review and approval are Service Agreements between Social Services and local businesses to complete homemaker and/or personal care services. Included are agreements for the following:

- Community Living Services
- Fargo Cass Public Health
- Sanford Home Care
- Spectrum Home Care Fargo
- Tami's Angels

We would like to include the 2015 contracts on the Social Service Board agenda for their approval on December 1, 2014. Thank you.

Melissa Kain Varno
Cass County Social Services
kainvarnom@casscountynd.gov
701-239-6709

SUBJECT: CONTRACTS

ADOPTED DATE: OCTOBER 2, 2000

PAGE 1 OF 1

All contracts which bind Cass County must contain the signature of the commission chairman. Prior to being placed on the commission agenda, the department head should forward the contract to the state's attorney for review.

A standardized form may be used when presenting contracts to the commission for approval as follows:

COMPANY REQUESTING CONTRACT: Community Living Services

DATE OF REQUEST: 11/5/14 DATE OF EXPECTED RETURN
TO THE COMMISSION OFFICE: _____

DEPARTMENT HEAD RECOMMENDING SIGNATURE: 

STATE'S ATTORNEY SIGNATURE: _____

STATE'S ATTORNEY COMMENTS:

CHAIRMAN TO SIGN ORIGINAL AGREEMENT

Contracts shall be on a calendar-year basis, whenever possible.

As a part of the consent agenda for each regular commission meeting, the subject of "Contracts" will be automatically included. Therefore, departments may submit contracts for board approval up to the day of each commission meeting. Contract approval will be subject to state's attorney review within five days after being approved by the county commission.

HISTORICAL REFERENCE DATE: MAY 4, 1992

PURCHASE OF SERVICE AGREEMENT

WHEREAS the Cass County Social Service Board (CCSSB) 1010 2nd Ave. S, Fargo, ND 58103 has determined the services referred to in the paragraph entitled "Scope of Service" should be purchased; and

WHEREAS, Community Living Services
111 North University Drive
Fargo, ND 58102

(Provider), proposes to provide those services;

NOW, THEREFORE, the CCSSB and Community Living Services enter into the following:

AGREEMENT

I. TERM OF THE AGREEMENT:

The term of this agreement shall be from the 1st day of January, 2015 through the December 31, 2015.

II. SCOPE OF SERVICE:

The Provider agrees to render in-home services to eligible individuals (Recipients) in Cass County, North Dakota. The Provider understands and agrees that eligibility will be determined solely by CCSSB. The Provider agrees that the specific services to be provided recipients, the definitions of those services, and related manual chapters are those set forth in Addendum B. In rendering services the Provider agrees to abide by the provisions of the North Dakota Department of Human Services Manual Chapter Policies and Procedures.

The Provider understands and agrees that the CCSSB will inform the provider of the name of the recipients of services under the terms of this Agreement. The Provider further agrees to designate an individual to negotiate with a similarly designated individual from the CCSSB for the specific services to be provided recipients, the number of units of service to be provided recipients, and the compensation for recipients as set forth in paragraph III herein.

III. COMPENSATION:

- A. Compensation under the terms of this agreement shall not exceed the maximum amount allowed for the service provided under the terms of this contract. The maximum amount allowed for the service is set forth in Addendum B.
- B. The Provider understands and agrees that:
 - 1. Travel time will not be billed nor paid.
 - 2. The contracted rates are the maximum allowable and will cover all costs to provide a unit of service, as defined by this contract. CCSSB makes no guarantee of the number of hours that will be referred for service.
 - 3. No release time or cancel time will be billed.

4. Supervisory time, charting time, training, client reassessment, and all other activities relating to program management are built into the rate.
 5. The Provider shall submit a complete billing for a service period to the CCSSB within five (5) working days following the close of each service period. Such billing must be submitted with required information stated in "D" below.
 6. Payment will not be made for unauthorized services rendered by the Provider, nor for claimed services which CCSSB determines by contract monitoring, have not been provided as authorized or have been provided in excess of authorizations.
 7. No supplemental billings will be accepted by the CCSSB without prior notification to CCSSB of the need and justification for such a billing and authorization by the CCSSB to submit. Payment for authorized supplemental billing will be made as part of the next regular claim cycle.
 8. CCSSB will make payments within statutory requirements.
- C. The provider understands and agrees that Title XX/Cass County funded recipients will be screened by Cass County Social Services to determine eligibility. Both parties understand that units of service expended will be at the unit rate of \$6.79/unit.
- D. The CCSSB agrees to reimburse the Provider at the negotiated rates per Form #1699 upon the Provider's billing to the County Social Service Board. The billing must include the recipient's name, units of service per recipient, per date, and compensation being claimed. With each billing, the Provider must attest to the following statement:
- "I certify that the above information is true and correct. I understand that payment of this claim is payment in full. I further understand that any false claims made will constitute a violation that may result in prosecution."
- E. The provider agrees to accept the rate of payment as payment in full and shall not make demands on individual recipients of service, their family or guardian, for any additional compensation for these same services.

IV. PROVIDER'S UNDERSTANDING OF TERM OF FUNDING:

The Provider understands that this agreement is a one-time agreement, and acknowledges that it has been furnished no assurances that this agreement may be extended for periods beyond its termination date.

V. PROVIDER ASSURANCES: The Provider agrees to comply with the applicable assurances set forth on Addendum A attached hereto.

VI. CHANGES:

If either party wishes to change this agreement, such change shall be effective only when mutually agreed to and incorporated by written amendment to the agreement.

VII. AUTHORITY TO CONTRACT:

The Provider shall not have the authority to contract for or on behalf of or incur obligations on behalf of the CCSSB. However, the Provider may sub-contract with qualified providers of services, provided that any such subcontract must acknowledge the binding nature of this agreement, and incorporate this agreement, together with its attachments. The Provider agrees to be solely responsible for the performance of any subcontractor.

VIII. TERMINATION:

This contract may be terminated by mutual consent of both parties, or by either party upon 30 day's notice, in writing, and delivered by certified mail or in person.

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

- A. If CCSSB funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services, the contract may be modified to accommodate a reduction in funds.
- B. If federal state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
- C. If any license or certificate required by law or regulations to be held by the Provider to provide the services required by this contract is for any reason denied, revoked, or not renewed.
- D. If the Qualified Service Provider rate is increased by the State in July, discussions will occur which may result in modifications to accommodate for a potential increased rate.

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

The CCSSB by written notice of default, including breach of contract, to the Provider may terminate the whole or any part of this agreement:

- A. If the Provider fails to provide services provided under the terms of this contract within the time specified herein or any extension thereof; or
- B. If the Provider fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the CCSSB, fails to correct such failures within 10 days or such longer period as the CCSSB may authorize.

The rights and remedies of the CCSSB provided in the above clause related to defaults, including breach of contract, by the Provider shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

IX. ACCESS TO RECORDS:

The CCSSB, ND Department of Human Services, Office of Attorney General of the State of North Dakota, the Federal Government, and their duly authorized representatives, shall have access to the books, documents, paper and records of the Provider which are pertinent, as determined by the CCSSB, to this contract for the purpose of making audit, examination, excerpts, and transcripts.

X. RETENTION OF RECORDS:

The Provider agrees to retain financial program records for a minimum period of three (3) years from the submission date of the State Medicaid Agency's HCFA-372 report. For the purpose of this agreement the submission date is December 31 of each year. Further, if the Provider has received more than \$25,000 with directly or indirectly, from all Federal sources and is subject to the provisions of the Single Audit Act of 1984, Public Law 98-502, then the provider will notify the CCSSB and will provide a schedule showing the funding for each State and/or Federal program.

XI. CONFIDENTIALITY:

The Provider will not, except upon the written consent of the recipients or their responsible parent, guardian, or custodian, use or cause to be used any information concerning such individual for any purpose not directly connected with the CCSSB's or the Provider's responsibilities with respect to services purchased hereunder.

XII. ASSIGNMENT:

The Provider shall not assign this agreement.

XIII. APPLICABLE LAW:

This agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

XIV. CAPTIONS:

The captions or headings in this agreement are for convenience only and in no way defined, limit, or describe the scope or intent of any provisions of this agreement.

XV. EXECUTION AND COUNTERPARTS:

This agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one of the same instrument.

XVI. AMENDMENTS:

The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

XVII. NOTICES:

All notices, certificates or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as set forth in the preamble to this agreement or at a place designated hereafter in writing by the parties.

XVIII. SUCCESSORS IN INTEREST:

The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

XIX. INSURANCE AND LEGAL DEFENSE:

It is the parties' intent that they each should pay any attorney's fees and legal defense costs resulting from or arising out of this agreement in the same proportion that each party's liability for the acts of its own officers, employees or agents bears to the parties' combined liability, if any, or pay such fees and costs equally when a claim against both parties is resolved and neither party is found liable, to the greatest extent the fees and costs are covered by the County's liability coverage or self-retention fund. The parties further intend that they be represented by the same attorney whenever reasonably possible and ethically permitted. If a claim against is resolved by one party but continues against the other party, each party will pay for half the combined attorney's fees and legal defense costs incurred on or before the date, or the amount of such fees and costs covered by the County's liability coverage or self-retention fund, whichever is less. After that date, the remaining party will be responsible for its own attorney's fees and legal defense costs. The County shall provide such reimbursement in accordance with the Special Assistant Attorney General Billing policy within thirty (30) days after the total amount of reimbursement can be determined.

Provider shall secure and keep in force during the term of this Agreement, from a company or pool authorized to provide the coverage in this County, general liability and errors and omissions coverage with minimum liability limits of \$250,000 per person and at least \$500,000 per occurrence covering its officers, employees, and agents for any and all claims of any nature which may in any manner result from or arise out of this Agreement. Provider shall furnish a certificate of insurance or memorandum of coverage and any endorsements required under this agreement to the undersigned County representative prior to commencement of this agreement, and shall also provide at least thirty (30) days' notice before such coverage of endorsements are canceled or modified.

Provider shall also secure from its insurance company or government self-insurance pool a limited endorsement stating that the company or pool will provide a legal defense to the County, its officers, employees or agents, including attorney's fees, costs, disbursements, and other expenses associated with such defense under this agreement, for any and all claims of any nature brought by third parties against the County, its officers, employees or agents, including attorney's fees, costs, disbursements, and other expenses associated with such defense under this agreement, for any and all claims of any nature brought by third parties against the County, its

officers, employees or agents which in any manner result from or arise out of this agreement. Such legal defense is not required if the County refuses to waive a potential conflict of interest that can be waived under the North Dakota Rules of Professional conduct. Said endorsement shall also provide that any attorney representing the County, its officers, employees or agents under this clause, must first qualify and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under NDCC, Section 54-12-08 and agree to follow the Special Assistant Attorney General Billing Policy.

XX. SEVERABILITY:

The parties agree that any term of provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

XXI. WAIVER:

The failure of the CCSSB to enforce any provisions of this contract shall not constitute a waiver by the CCSSB of that or any other provision.

XXII. MERGER CLAUSE:

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Provider, by the signature below of its authorized representative, hereby acknowledges that the Provider has read this agreement, understands it and agrees to be bound by its terms and conditions.

XXIII. PROVIDER IS AN INDEPENDENT CONTRACTOR:

This agreement shall not be construed to represent an employer/employee relationship. The Provider agrees to be responsible for any federal or state taxes applicable to this payment. Provider will not be eligible for any benefits from these contract payments of federal social security, unemployment insurance, or workmen's compensation, except as a self-employed individual. Provider is an independent contractor.

XXIV. INDEMNITY:

The Provider shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement.

The Provider shall save and hold harmless the CCSSB, its officers, agents, employees, and members, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of the Provider or its agents or employees under this agreement. The obligation shall continue after the termination of this agreement.

XXV. INTEGRATION AND MODIFICATION:

This contract constitutes the entire agreement between the Provider and the CCSSB. No alteration, amendment or modification in the provisions of this agreement shall be effective unless it is reduced to writing, signed by the parties and attached hereto.

XXVI. COLLATERAL CONTRACTS:

Where there exists any inconsistency between this agreement and other provisions of collateral contractual agreements which are made a part of this agreement by reference or otherwise, the provisions of this agreement shall control.

XXVII. NON-DISCRIMINATION:

The CCSSB makes available all services and assistance without regard to race, color, national origin, religion, age, sex, or handicap, and is subject to Title VI of the Civil Rights Act of 1964. Section 504 of the Rehabilitation Act of 1975, as amended. Persons who contract with or receive funds to provide services for CCSSB are obligated to abide by the provisions of these federal laws. Questions concerning the contractor's or provider's obligations under these acts may be directed to the CCSSB's representative as set forth in the signature block of this agreement, at the address established in the agreement, or the Branch Chief, Officer for Civil Rights, Region VIII, Federal Office Building, 1961 Stout Street, Denver, CO 82094.

Community Living Services
Provider

Cass County Social Services Board

By _____ Date _____

By _____ Date _____

_____ Title

_____ Title

Provider's Federal ID Number

Addendum A

PROVIDER ASSURANCES

- A. All licensing or other standards required by Federal and State Law and regulations and by ordinance of the city and county in which he services purchased hereunder are provided will be complied with in full for the duration of this contract.
- B. No qualified person (s) shall be denied services purchased hereunder, or be subjected to discrimination, because of race, religion, color, national origin, sex, age, or handicap.
- C. The Provider will abide by the provisions of Title VII of the Civil Rights Act of 1964 (42 USC 2000C) which prohibits discrimination against any employee or applicant for employment because of race, religion, color, national origin, sex, age or handicap. In addition, the Provider agrees to abide by Executive Order No. 11246, as amended by Executive Order No. 11375, which prohibits discrimination because of sex.
- D. The Provider will comply with Section 504 of the Rehabilitation Act of 1973, as amended, and all requirements imposed by and pursuant to regulations promulgated thereunder to the end that no otherwise qualified handicapped individual shall, solely by reason of their handicap, be excluded from participation in, be denied benefits of or be subjected to discrimination under any program in the provision of services under this agreement.
- E. The Provider will not, except upon the written consent of the affected individual or their responsible parent, guardian or custodian, use or cause to be used, any information concerning such individual for any purpose not directly connected with the Board or the Provider's responsibilities with respect to services purchased hereunder.
- F. Unless otherwise authorized by federal law, the charges to be made by the Provider do not include costs financed by federal monies other than those generated by this agreement.
- G. The Provider shall not assign this agreement.
- H. Provider assures that the sources from which it purchases goods and services used for the provision of the services described in the agreement will conform to applicable provisions of Executive Order 11346, Equal Opportunity.
- I. The Provider assures they have met the Basic National Standards for Homemaker/Personal Care Aide Services listed as follows:

STRUCTURE:

- Standard I. There shall be legal authorization to operate the agency.
- Standard II. There shall be a duly constituted authority and a government structure for assuring responsibility and for requiring accountability for performance.

Standard III. There shall be compliance with all legislation relating to prohibition of discriminatory practices.

Standard IV. There shall be responsible fiscal management.

STAFFING:

Standard V. There shall be responsible personnel management, including:

- A. Appropriate processes used in the recruitment, selection, retention, and termination of homemakers;
- B. Written personnel policies, job descriptions, and a wage scale established for each job category.

Standard VI. There shall be training provided to every homemaker-Personal Care aide for all services to be performed.

SERVICE:

Standard VII. There shall be written eligibility criteria for service and procedures for referral to other resources.

Standard VIII. There shall be two essential components of the service provided to every individual and/or family served:

- A. Service of a supervised homemaker-personal care aide;
- B. Service of professional persons responsible for case management functions.

COMMUNITY:

Standard IX. There shall be an active role assumed by the service in an ongoing assessment of community health and welfare needs and in planning to meet these needs.

Standard X. There shall be ongoing interpretation of the service to the community.

Standard XI. There shall be evaluation of all aspects of the service.

These standards were set by the National Home Caring Council, Copyright 1981.

- J. The provider assures that the homemaker has not been convicted of a criminal offense in the past five years and/or not currently on probation or parole.

Addendum B

SERVICE MANUAL CHAPTER	DEFINITION	DEFINITION OF UNIT	MAXIMUM ALLOWABLE AUTHORIZATION	RATE NEGOTIATED
Homemaker *NDDHS Manual Chapter 625-05	The provision of non-personal (environmental support) tasks such as light housekeeping, laundry, meal planning and preparation that enables an individual to maintain as much independence and self-reliance as possible to continue living in their home.	Title XX \$6.79/15 min.	7 units/visit 26 visits/year	\$27.16/hr of direct client time

*NDDHS – North Dakota Department of Human Services

SERVICE MANUAL CHAPTER	DEFINITION	DEFINITION OF UNIT	MAXIMUM ALLOWABLE AUTHORIZATION	RATE NEGOTIATED
Personal Care Aide *NDDHS Manual Chapter 625-10	The provision of non-personal (environmental support) tasks such as light housekeeping, laundry, meal planning and preparation that enables an individual to maintain as much independence and self-reliance as possible to continue living in their home.	Title XX \$6.79/15 min.	\$20,000/year	\$27.16/hr of direct client time

SUBJECT: CONTRACTS

ADOPTED DATE: OCTOBER 2, 2000

PAGE 1 OF 1

All contracts which bind Cass County must contain the signature of the commission chairman. Prior to being placed on the commission agenda, the department head should forward the contract to the state's attorney for review.

A standardized form may be used when presenting contracts to the commission for approval as follows:

COMPANY REQUESTING CONTRACT: Sanford Home Care

DATE OF REQUEST: 11/5/14 DATE OF EXPECTED RETURN
TO THE COMMISSION OFFICE: _____

DEPARTMENT HEAD RECOMMENDING SIGNATURE: 

STATE'S ATTORNEY SIGNATURE: _____

STATE'S ATTORNEY COMMENTS:

CHAIRMAN TO SIGN ORIGINAL AGREEMENT

Contracts shall be on a calendar-year basis, whenever possible.

As a part of the consent agenda for each regular commission meeting, the subject of "Contracts" will be automatically included. Therefore, departments may submit contracts for board approval up to the day of each commission meeting. Contract approval will be subject to state's attorney review within five days after being approved by the county commission.

HISTORICAL REFERENCE DATE: MAY 4, 1992

PURCHASE OF SERVICE AGREEMENT

WHEREAS, the Cass County Social Service Board (CCSSB) 1010 2nd Ave. S, Fargo, ND 58103 has determined the services referred to in the paragraph entitled "Scope of Service" should be purchased; and

WHEREAS, Sanford Medical Center, Fargo
dba Sanford Home Care
1711 South University Drive
Fargo, ND 58103

(Provider), proposes to provide those services;

NOW, THEREFORE, the CCSSB and Provider enter into the following:

AGREEMENT

I. TERM OF THE AGREEMENT:

The term of this agreement shall be from the January 1, 2015 through December 31, 2015.

II. SCOPE OF SERVICE:

The Provider agrees to render in-home services to eligible individuals (Recipients) in Cass County, North Dakota. The Provider understands and agrees that eligibility will be determined solely by CCSSB. The Provider agrees that the specific services to be provided recipients, the definitions of those services, and related manual chapters are those set forth in Addendum B. In rendering services the Provider agrees to abide by the provisions of the North Dakota Department of Human Services Manual Chapter Policies and Procedures.

The Provider understands and agrees that the CCSSB will inform the provider of the name of the Recipients of services under the terms of this Agreement. The Provider further agrees to designate an individual to negotiate with a similarly designated individual from the CCSSB for the specific services to be provided recipients, the number of units of service to be provided recipients, and the compensation for recipients as set forth in paragraph III herein.

III. COMPENSATION:

- A. Compensation under the terms of this agreement shall not exceed the maximum amount allowed for the service provided under the terms of this contract. The maximum amount allowed for the service is set forth in Addendum B.
- B. The Provider understands and agrees that:
 - 1. Travel time will not be billed nor paid.
 - 2. The contracted rates are the maximum allowable and will cover all costs to provide a unit of service, as defined by this contract. CCSSB makes no guarantee of the number of hours that will be referred for service.
 - 3. No release time or cancel time will be billed.
 - 4. Supervisory time, charting time, training, client reassessment, and all other activities relating to program management are built into the rate.

5. The Provider shall submit a complete billing for a service period to the CCSSB within five (5) working days following the close of each service period. Such billing must be submitted with required information stated in "D" below.
 6. Payment will not be made for unauthorized services rendered by the Provider, nor for claimed services which CCSSB determines by contract monitoring, have not been provided as authorized or have been provided in excess of authorizations.
 7. No supplemental billings will be accepted by the CCSSB without prior notification to CCSSB of the need and justification for such a billing and authorization by the CCSSB to submit. Payment for authorized supplemental billing will be made as part of the next regular claim cycle.
 8. CCSSB will make payments within statutory requirements.
- C. The provider understands and agrees that Title XX/Cass County funded recipients will be screened by Cass County Social Services to determine eligibility. Both parties understand that units of service expended will be at the unit rate of \$6.79/unit for the period of January 1, 2015 through December 31, 2015.
- D. The CCSSB agrees to reimburse the Provider at the negotiated rates per Form #1699 upon the Provider's billing to the County Social Service Board. The billing must include the recipient's name, units of service per recipient, per date, and compensation being claimed. With each billing, the Provider must attest to the following statement:
- "I certify that the above information is true and correct. I understand that payment of this claim is payment in full. I further understand that any false claims made will constitute a violation that may result in prosecution."
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IV. PROVIDER'S UNDERSTANDING OF TERM OF FUNDING:

The Provider understands that this agreement is a one-time agreement, and acknowledges that it has been furnished no assurances that this agreement may be extended for periods beyond its termination date.

V. PROVIDER ASSURANCES:

The Provider agrees to comply with the applicable assurances set forth on Addendum A attached hereto.

VI. CHANGES:

If either party wishes to change this agreement, such change shall be effective only when mutually agreed to and incorporated by written amendment to the agreement.

VII. AUTHORITY TO CONTRACT:

The Provider shall not have the authority to contract for or on behalf of or incur obligations on behalf of the CCSSB. However, the Provider may sub-contract with qualified providers of services, provided that any such subcontract must acknowledge the binding nature of this agreement, and incorporate this agreement, together with its attachments. The Provider agrees to be solely responsible for the performance of any subcontractor.

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- B. If the Provider fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the CCSSB, fails to correct such failures within 10 days or such longer period as the CCSSB may authorize.

The rights and remedies of the CCSSB provided in the above clause related to defaults, including breach of contract, by the Provider shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

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XII. ASSIGNMENT:

The Provider shall not assign this agreement.

XIII. APPLICABLE LAW:

This agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

XIV. CAPTIONS:

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The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

XIX. INSURANCE AND LEGAL DEFENSE:

Provider shall provide insurance coverage for the service provided by Provider under this Agreement, secure and keep in force during the term of this agreement from insurance companies, self-insurance pools, captive insurance programs, insurance trust or self-retention funds, the following insurance coverages:

- 1) Commercial general liability, including premises or operations, contractual and products or completed operations coverage (if applicable), with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 3) Workers compensation coverage meeting all statutory requirements. The policy shall provide coverage for all states operation that apply to the performance of this contract.
- 4) Professional errors and omissions with minimum liability limits of \$1,000,000 per occurrence and in the aggregate. Upon termination of coverage, Provider shall assure continued coverage of claims that may arise from Provider's services provided under this agreement through purchase of "tail coverage" or continuation of coverage through any replacement or renewal policy.

The insurance coverages listed above must meet the following additional requirements:

- 1) Any deductible or self-insured retention amount or similar obligation under the policies shall be the sole responsibility of Provider.
- 2) The County and its agencies, officers and employees shall be endorsed on the commercial general liability policy as additional insured.
- 3) The insurance required in this agreement, through a policy or endorsement, shall include:
 - a) a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the County;
 - b) a provision that the policy and endorsements may not be canceled without thirty (30) days' prior written notice to the County;

- c) provision that Provider's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the County and that any insurance, self-insurance or self-retention maintained by the County shall be excess of Provider's insurance and shall not contribute with it; and
 - d) cross liability/severability of interest coverage for all policies and endorsements.
- 4) Provider shall furnish a certificate of insurance to the County representative prior to commencement of this agreement.
- 5) Failure to provide insurance as required in this section is a material breach of contract entitling County to terminate this agreement immediately.

XX. SEVERABILITY:

The parties agree that any term of provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

XXI. WAIVER:

The failure of the CCSSB to enforce any provisions of this contract shall not constitute a waiver by the CCSSB of that or any other provision.

XXII. MERGER CLAUSE:

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Provider, by the signature below of its authorized representative, hereby acknowledges that the Provider has read this agreement, understands it and agrees to be bound by its terms and conditions.

XXIII. PROVIDER IS AN INDEPENDENT CONTRACTOR:

This agreement shall not be construed to represent an employer/employee relationship. The Provider agrees to be responsible for any federal or state taxes applicable to this payment. Provider will not be eligible for any benefits from these contract payments of federal Social Security, unemployment insurance, or workmen's compensation; except as a self-employed individual. Provider is an independent contractor.

XXIV. INDEMNITY:

Provider agrees to defend, indemnify and hold harmless Cass County, its agencies, officers and employees (County), from claims resulting from the errors, acts, negligence, or omissions of Provider or its employees and agents, including all costs, expenses and attorneys' fees, in connection with the services provided by Provider under this Agreement. The legal defense provided by Provider to the County under this provision must be free of any conflicts of interest,

even if retention of separate legal counsel for the County is necessary. Provider also agrees to defend, indemnify, and hold the County harmless for all costs, expenses and attorneys' fees incurred in establishing and litigating the indemnification coverage provided herein. The obligation shall continue after the termination of this agreement.

XXV. INTEGRATION AND MODIFICATION:

This contract constitutes the entire agreement between the Provider and the CCSSB. No alteration, amendment or modification in the provisions of this agreement shall be effective unless it is reduced to writing, signed by the parties and attached hereto.

XXVI. COLLATERAL CONTRACTS:

Where there exists any inconsistency between this agreement and other provisions of collateral contractual agreements which are made a part of this agreement by reference or otherwise, the provisions of this agreement shall control.

XXVII. NON-DISCRIMINATION:

The CCSSB makes available all services and assistance without regard to race, color, national origin, religion, age, sex, or handicap, and is subject to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1975 as amended. Persons who contract with or receive funds to provide services for CCSSB are obligated to abide by the provisions of these federal laws. Questions concerning the contractor's or provider's obligations under these acts may be directed to the CCSSB's representative as set forth in the signature block of this agreement, at the address established in the agreement, or the Branch Chief, Officer for Civil Rights, Region VIII, Federal Office Building, 1961 Stout Street, Denver, CO 82094.

Sanford Medical Center, Fargo
dba Sanford Home Care

Provider

Cass County Social Service Board

By Date

By Date

Title

Title

Provider's Federal ID Number

Addendum A

PROVIDER ASSURANCES

- A. All licensing or other standards required by Federal and State Law and regulations and by ordinance of the city and county in which he services purchased hereunder are provided will be complied with in full for the duration of this contract.
- B. No qualified person (s) shall be denied services purchased hereunder, or be subjected to discrimination, because of race, religion, color, national origin, sex, age, or handicap.
- C. The Provider will abide by the provisions of Title VII of the Civil Rights Act of 1964 (42 USC 2000C) which prohibits discrimination against any employee or applicant for employment because of race, religion, color, national origin, sex, age or handicap. In addition, the Provider agrees to abide by Executive Order No. 11246, as amended by Executive Order No. 11375, which prohibits discrimination because of sex.
- D. The Provider will comply with Section 504 of the Rehabilitation Act of 1973, as amended, and all requirements imposed by and pursuant to regulations promulgated thereunder to the end that no otherwise qualified handicapped individual shall, solely by reason of their handicap, be excluded from participation in, be denied benefits of or be subjected to discrimination under any program in the provision of services under this agreement.
- E. The Provider will not, except upon the written consent of the affected individual or their responsible parent, guardian or custodian, use or cause to be used, any information concerning such individual for any purpose not directly connected with the Board or the Provider's responsibilities with respect to services purchased hereunder.
- F. Unless otherwise authorized by federal law, the charges to be made by the Provider do not include costs financed by federal monies other than those generated by this agreement.
- G. The Provider shall not assign this agreement.
- H. Provider assures that the sources from which it purchases goods and services used for the provision of the services described in the agreement will conform to applicable provisions of Executive Order 11346, Equal Opportunity.
- I. The Provider assures they have met the Basic National Standards for Homemaker/Personal Care Aide Services listed as follows:

STRUCTURE:

- Standard I. There shall be legal authorization to operate the agency.
- Standard II. There shall be a duly constituted authority and a government structure for assuring responsibility and for requiring accountability for performance.

Standard III. There shall be compliance with all legislation relating to prohibition of discriminatory practices.

Standard IV. There shall be responsible fiscal management.

STAFFING:

Standard V. There shall be responsible personnel management, including:

A. Appropriate processes used in the recruitment, selection, retention, and termination of homemakers;

B. Written personnel policies, job descriptions, and a wage scale established for each job category.

Standard VI. There shall be training provided to every homemaker-Personal Care aide for all services to be performed.

SERVICE:

Standard VII. There shall be written eligibility criteria for service and procedures for referral to other resources.

Standard VIII. There shall be two essential components of the service provided to every individual and/or family served:

A. Service of a supervised homemaker-personal care aide;

B. Service of professional persons responsible for case management functions.

COMMUNITY:

Standard IX. There shall be an active role assumed by the service in an ongoing assessment of community health and welfare needs and in planning to meet these needs.

Standard X. There shall be ongoing interpretation of the service to the community.

Standard XI. There shall be evaluation of all aspects of the service.

These standards were set by the National Home Caring Council, Copyright 1981.

J. The provider assures that the homemaker has not been convicted of a criminal offense in the past five years and/or not currently on probation or parole.

Addendum B

SERVICE MANUAL CHAPTER	DEFINITION	DEFINITION OF UNIT	MAXIMUM ALLOWABLE AUTHORIZATION	RATE NEGOTIATED
Homemaker *NDDHS Manual Chapter 625-05	The provision of non-personal (environmental support) tasks such as light housekeeping, laundry, meal planning and preparation that enables an individual to maintain as much independence and self-reliance as possible to continue living in their home.	Title XX \$6.79/15 min.	7 units/visit 26 visits/year	\$27.16/hr of direct client time

*NDDHS – North Dakota Department of Human Services

SERVICE MANUAL CHAPTER	DEFINITION	DEFINITION OF UNIT	MAXIMUM ALLOWABLE AUTHORIZATION	RATE NEGOTIATED
Personal Care Aide *NDDHS Manual Chapter 625-10	The provision of non-personal (environmental support) tasks such as light housekeeping, laundry, meal planning and preparation that enables an individual to maintain as much independence and self-reliance as possible to continue living in their home.	Title XX \$6.79/15 min.	\$20,000/year	\$27.16/hr of direct client time

SUBJECT: CONTRACTS

ADOPTED DATE: OCTOBER 2, 2000

PAGE 1 OF 1

All contracts which bind Cass County must contain the signature of the commission chairman. Prior to being placed on the commission agenda, the department head should forward the contract to the state's attorney for review.

A standardized form may be used when presenting contracts to the commission for approval as follows:

COMPANY REQUESTING CONTRACT: Tami's Angels

DATE OF REQUEST: 11/5/14 DATE OF EXPECTED RETURN
TO THE COMMISSION OFFICE: _____

DEPARTMENT HEAD RECOMMENDING SIGNATURE: 

STATE'S ATTORNEY SIGNATURE: _____

STATE'S ATTORNEY COMMENTS:

CHAIRMAN TO SIGN ORIGINAL AGREEMENT

Contracts shall be on a calendar-year basis, whenever possible.

As a part of the consent agenda for each regular commission meeting, the subject of "Contracts" will be automatically included. Therefore, departments may submit contracts for board approval up to the day of each commission meeting. Contract approval will be subject to state's attorney review within five days after being approved by the county commission.

HISTORICAL REFERENCE DATE: MAY 4, 1992

PURCHASE OF SERVICE AGREEMENT

WHEREAS, the Cass County Social Service Board (CCSSB) 1010 2nd Ave. S, Fargo, ND 58103 has determined the services referred to in the paragraph entitled "Scope of Service" should be purchased; and

WHEREAS, Tami's Angels
624 Main Avenue, Suite #10
Fargo, ND 58103

(Provider), proposes to provide those services;

NOW, THEREFORE, the CCSSB and Tami's Angels Hospital enter into the following:

AGREEMENT

I. TERM OF THE AGREEMENT:

The term of this agreement shall be from the 1st day of January, 2015 through December 31, 2015.

II. SCOPE OF SERVICE:

The Provider agrees to render in-home services to eligible individuals (Recipients) in Cass County, North Dakota. The Provider understands and agrees that eligibility will be determined solely by CCSSB. The Provider agrees that the specific services to be provided recipients, the definitions of those services, and related manual chapters are those set forth in Addendum B. In rendering services the Provider agrees to abide by the provisions of the North Dakota Department of Human Services Manual Chapter Policies and Procedures.

The Provider understands and agrees that the CCSSB will inform the provider of the name of the Recipients of services under the terms of this Agreement. The Provider further agrees to designate an individual to negotiate with a similarly designated individual from the CCSSB for the specific services to be provided recipients, the number of units of service to be provided recipients, and the compensation for recipients as set forth in paragraph III herein.

III. COMPENSATION:

- A. Compensation under the terms of this agreement shall not exceed the maximum amount allowed for the service provided under the terms of this contract. The maximum amount allowed for the service is set forth in Addendum B.
- B. The Provider understands and agrees that:
 1. Travel time will not be billed nor paid.
 2. The contracted rates are the maximum allowable and will cover all costs to provide a unit of service, as defined by this contract. CCSSB makes no guarantee of the number of hours that will be referred for service.
 3. No release time or cancel time will be billed.
 4. Supervisory time, charting time, training, client reassessment, and all other activities relating to program management are built into the rate.

5. The Provider shall submit a complete billing for a service period to the CCSSB within five (5) working days following the close of each service period. Such billing must be submitted with required information stated in "D" below.
 6. Payment will not be made for unauthorized services rendered by the Provider, nor for claimed services which CCSSB determines by contract monitoring, have not been provided as authorized or have been provided in excess of authorizations.
 7. No supplemental billings will be accepted by the CCSSB without prior notification to CCSSB of the need and justification for such a billing and authorization by the CCSSB to submit. Payment for authorized supplemental billing will be made as part of the next regular claim cycle.
 8. CCSSB will make payments within statutory requirements.
- C. The provider understands and agrees that Title XX/Cass County funded recipients will be screened by Cass County Social Services to determine eligibility. Both parties understand that units of service expended will be at the unit rate of \$6.79/unit.
- D. The CCSSB agrees to reimburse the Provider at the negotiated rates per Form #1699 upon the Provider's billing to the County Social Service Board. The billing must include the recipient's name, units of service per recipient, per date, and compensation being claimed. With each billing, the Provider must attest to the following statement:
- "I certify that the above information is true and correct. I understand that payment of this claim is payment in full. I further understand that any false claims made will constitute a violation that may result in prosecution."
- E. The provider agrees to accept the rate of payment as payment in full and shall not make demands on individual recipients of service, their family or guardian, for any additional compensation for these same services.

IV. PROVIDER'S UNDERSTANDING OF TERM OF FUNDING:

The Provider understands that this agreement is a one-time agreement, and acknowledges that it has been furnished no assurances that this agreement may be extended for periods beyond its termination date.

V. PROVIDER ASSURANCES:

The Provider agrees to comply with the applicable assurances set forth on Addendum A attached hereto.

VI. CHANGES:

If either party wishes to change this agreement, such change shall be effective only when mutually agreed to and incorporated by written amendment to the agreement.

VII. AUTHORITY TO CONTRACT:

The Provider shall not have the authority to contract for or on behalf of or incur obligations on behalf of the CCSSB. However, the Provider may sub-contract with qualified providers of services, provided that any such subcontract must acknowledge the binding nature of this

agreement, and incorporate this agreement, together with its attachments. The Provider agrees to be solely responsible for the performance of any subcontractor.

VIII. TERMINATION:

This contract may be terminated by mutual consent of both parties, or by either party upon 30 day's notice, in writing, and delivered by certified mail or in person.

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

- A. If CCSSB funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services, the contract may be modified to accommodate a reduction in funds.
- B. If federal state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
- C. If any license or certificate required by law or regulations to be held by the Provider to provide the services required by this contract is for any reason denied, revoked, or not renewed.
- D. If the Qualified Service Provider rate is increased by the State in July, discussions will occur which may result in modifications to accommodate for a potential increased rate.

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

The CCSSB by written notice of default, including breach of contract, to the Provider may terminate the whole or any part of this agreement:

- A. If the Provider fails to provide services provided under the terms of this contract within the time specified herein or any extension thereof; or
- B. If the Provider fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the CCSSB, fails to correct such failures within 10 days or such longer period as the CCSSB may authorize.

The rights and remedies of the CCSSB provided in the above clause related to defaults, including breach of contract, by the Provider shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

IX. ACCESS TO RECORDS:

The CCSSB, ND Department of Human Services, Office of Attorney General of the State of North Dakota, the Federal Government, and their duly authorized representatives, shall have access to the books, documents, paper and records of the Provider which are pertinent, as determined by the CCSSB, to this contract for the purpose of making audit, examination, excerpts, and transcripts.

X. RETENTION OF RECORDS:

The Provider agrees to retain financial program records for a minimum period of three (3) years from the submission date of the State Medicaid Agency's HCFA-372 report. For the purpose of this agreement the submission date is December 31 of each year. Further, if the Provider has received more than \$25,000 directly or indirectly, from all Federal sources and is subject to the provisions of the Single Audit Act of 1984, Public Law 98-502, then the provider will notify the CCSSB and will provide a schedule showing the funding for each State and/or Federal program.

XI. CONFIDENTIALITY:

The Provider will not, except upon the written consent of the recipients or their responsible parent, guardian, or custodian, use or cause to be used any information concerning such individual for any purpose not directly connected with the CCSSB's or the Provider's responsibilities with respect to services purchased hereunder.

XII. ASSIGNMENT:

The Provider shall not assign this agreement.

XIII. APPLICABLE LAW:

This agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

XIV. CAPTIONS:

The captions or headings in this agreement are for convenience only and in no way defined, limit, or describe the scope or intent of any provisions of this agreement.

XV. EXECUTION AND COUNTERPARTS:

This agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one of the same instrument.

XVI. AMENDMENTS:

The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

XVII. NOTICES:

All notices, certificates or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as set forth in the preamble to this agreement or at a place designated hereafter in writing by the parties.

XVIII. SUCCESSORS IN INTEREST:

The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

XIX. INSURANCE AND LEGAL DEFENSE:

It is the parties' intent that they each should pay any attorney's fees and legal defense costs resulting from or arising out of this agreement in the same proportion that each party's liability for the acts of its own officers, employees or agents bears to the parties' combined liability, if any, or pay such fees and costs equally when a claim against both parties is resolved and neither party is found liable, to the greatest extent the fees and costs are covered by the County's liability coverage or self-retention fund. The parties further intend that they be represented by the same attorney whenever reasonably possible and ethically permitted. If a claim against is resolved by one party but continues against the other party, each party will pay for half the combined attorney's fees and legal defense costs incurred on or before the date, or the amount of such fees and costs covered by the County's liability coverage or self-retention fund, whichever is less. After that date, the remaining party will be responsible for its own attorney's fees and legal defense costs. The County shall provide such reimbursement in accordance with the Special Assistant Attorney General Billing policy within thirty (30) days after the total amount of reimbursement can be determined.

Provider shall secure and keep in force during the term of this Agreement, from a company or pool authorized to provide the coverage in this County, general liability and errors and omissions coverage with minimum liability limits of \$250,000 per person and at least \$500,000 per occurrence covering its officers, employees, and agents for any and all claims of any nature which may in any manner result from or arise out of this Agreement. Provider shall furnish a certificate of insurance or memorandum of coverage and any endorsements required under this agreement to the undersigned County representative prior to commencement of this agreement, and shall also provide at least thirty (30) days' notice before such coverage of endorsements are canceled or modified.

Provider shall also secure from its insurance company or government self-insurance pool a limited endorsement stating that the company or pool will provide a legal defense to the County, its officers, employees or agents, including attorney's fees, costs, disbursements, and other expenses associated with such defense under this agreement, for any and all claims of any nature brought by third parties against the County, its officers, employees or agents, including attorney's fees, costs, disbursements, and other expenses associated with such defense under this agreement, for any and all claims of any nature brought by third parties against the County, its officers, employees or agents which in any manner result from or arise out of this agreement. Such legal defense is not required if the County refuses to waive a potential conflict of interest that can be waived under the North Dakota Rules of Professional conduct. Said endorsement shall also provide that any attorney representing the County, its officers, employees or agents under this clause must first qualify and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under NDCC, Section 54-12-08 and agree to follow the Special Assistant Attorney General Billing Policy.

XX. SEVERABILITY:

The parties agree that any term of provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

XXI. WAIVER:

The failure of the CCSSB to enforce any provisions of this contract shall not constitute a waiver by the CCSSB of that or any other provision.

XXII. MERGER CLAUSE:

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Provider, by the signature below of its authorized representative, hereby acknowledges that the Provider has read this agreement, understands it and agrees to be bound by its terms and conditions.

XXIII. PROVIDER IS AN INDEPENDENT CONTRACTOR:

This agreement shall not be construed to represent an employer/employee relationship. The Provider agrees to be responsible for any federal or state taxes applicable to this payment. Provider will not be eligible for any benefits from these contract payments of federal social security, unemployment insurance, or workmen's compensation, except as a self-employed individual. Provider is an independent contractor.

XXIV. INDEMNITY:

The Provider shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement.

The Provider shall save and hold harmless the CCSSB, its officers, agents, employees, and members, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of the Provider or its agents or employees under this agreement. The obligation shall continue after the termination of this agreement.

XXV. INTEGRATION AND MODIFICATION:

This contract constitutes the entire agreement between the Provider and the CCSSB. No alteration, amendment or modification in the provisions of this agreement shall be effective unless it is reduced to writing, signed by the parties and attached hereto.

XXVI. COLLATERAL CONTRACTS:

Where there exists any inconsistency between this agreement and other provisions of collateral contractual agreements which are made a part of this agreement by reference or otherwise, the provisions of this agreement shall control.

XXVII. NON-DISCRIMINATION:

The CCSSB makes available all services and assistance without regard to race, color, national origin, religion, age, sex, or handicap, and is subject to Title VI of the Civil Rights Act of 1964. Section 504 of the Rehabilitation Act of 1975 as amended. Persons who contract with or receive funds to provide services for CCSSB are obligated to abide by the provisions of these federal laws. Questions concerning the contractor's or provider's obligations under these acts may be directed to the CCSSB's representative as set forth in the signature block of this agreement, at the address established in the agreement, or the Branch Chief, Officer for Civil Rights, Region VIII, Federal Office Building, 1961 Stout Street, Denver, CO 82094.

Tami's Angels
Provider

Cass County Social Service Board
Date

By Date

By Date

Title

Title

Provider's Federal ID Number

Addendum A

PROVIDER ASSURANCES

- A. All licensing or other standards required by Federal and State Law and regulations and by ordinance of the city and county in which he services purchased hereunder are provided will be complied with in full for the duration of this contract.
- B. No qualified person (s) shall be denied services purchased hereunder, or be subjected to discrimination, because of race, religion, color, national origin, sex, age, or handicap.
- C. The Provider will abide by the provisions of Title VII of the Civil Rights Act of 1964 (42 USC 2000C) which prohibits discrimination against any employee or applicant for employment because of race, religion, color, national origin, sex, age or handicap. In addition, the Provider agrees to abide by Executive Order No. 11246, as amended by Executive Order No. 11375, which prohibits discrimination because of sex.
- D. The Provider will comply with Section 504 of the Rehabilitation Act of 1973, as amended, and all requirements imposed by and pursuant to regulations promulgated thereunder to the end that no otherwise qualified handicapped individual shall, solely by reason of their handicap, be excluded from participation in, be denied benefits of or be subjected to discrimination under any program in the provision of services under this agreement.
- E. The Provider will not, except upon the written consent of the affected individual or their responsible parent, guardian or custodian, use or cause to be used, any information concerning such individual for any purpose not directly connected with the Board or the Provider's responsibilities with respect to services purchased hereunder.
- F. Unless otherwise authorized by federal law, the charges to be made by the Provider do not include costs financed by federal monies other than those generated by this agreement.
- G. The Provider shall not assign this agreement.
- H. Provider assures that the sources from which it purchases goods and services used for the provision of the services described in the agreement will conform to applicable provisions of Executive Order 11346, Equal Opportunity.
- I. The Provider assures they have met the Basic National Standards for Homemaker/Personal Care Aide Services listed as follows:

STRUCTURE:

- Standard I. There shall be legal authorization to operate the agency.
- Standard II. There shall be a duly constituted authority and a government structure for assuring responsibility and for requiring accountability for performance.

- Standard III. There shall be compliance with all legislation relating to prohibition of discriminatory practices.
- Standard IV. There shall be responsible fiscal management.

STAFFING:

- Standard V. There shall be responsible personnel management, including:
- A. Appropriate processes used in the recruitment, selection, retention, and termination of homemakers;
 - B. Written personnel policies, job descriptions, and a wage scale established for each job category.
- Standard VI. There shall be training provided to every homemaker-Personal Care aide for all services to be performed.

SERVICE:

- Standard VII. There shall be written eligibility criteria for service and procedures for referral to other resources.
- Standard VIII. There shall be two essential components of the service provided to every individual and/or family served:
- A. Service of a supervised homemaker-personal care aide;
 - B. Service of professional persons responsible for case management functions.

COMMUNITY:

- Standard IX. There shall be an active role assumed by the service in an ongoing assessment of community health and welfare needs and in planning to meet these needs.
- Standard X. There shall be ongoing interpretation of the service to the community.
- Standard XI. There shall be evaluation of all aspects of the service.

These standards were set by the National Home Caring Council, Copyright 1981.

- J. The provider assures that the homemaker has not been convicted of a criminal offense in the past five years and/or not currently on probation or parole.

SERVICE MANUAL CHAPTER	DEFINITION	DEFINITION OF UNIT	MAXIMUM ALLOWABLE AUTHORIZATION	RATE NEGOTIATED
Homemaker *NDDHS Manual Chapter 625-05	The provision of non-personal (environmental support) tasks such as light housekeeping, laundry, meal planning and preparation that enables an individual to maintain as much independence and self-reliance as possible to continue living in their home.	Title XX \$6.79/15 min.	7 units/visit 26 visits/year max.	\$27.16/hr of direct client time

*NDDHS – North Dakota Department of Human Services

SERVICE MANUAL CHAPTER	DEFINITION	DEFINITION OF UNIT	MAXIMUM ALLOWABLE AUTHORIZATION	RATE NEGOTIATED
Personal Care Aide *NDDHS Manual Chapter 625-10	The provision of non-personal (environmental support) tasks such as light housekeeping, laundry, meal planning and preparation that enables an individual to maintain as much independence and self-reliance as possible to continue living in their home.	Title XX \$6.79/15 min.	\$20,000/year	\$27.16/hr of direct client time

SUBJECT: CONTRACTS

ADOPTED DATE: OCTOBER 2, 2000

PAGE 1 OF 1

All contracts which bind Cass County must contain the signature of the commission chairman. Prior to being placed on the commission agenda, the department head should forward the contract to the state's attorney for review.

A standardized form may be used when presenting contracts to the commission for approval as follows:

COMPANY REQUESTING CONTRACT: Fargo Cass Public Health

DATE OF REQUEST: 11/5/14 DATE OF EXPECTED RETURN
TO THE COMMISSION OFFICE: _____

DEPARTMENT HEAD RECOMMENDING SIGNATURE: 

STATE'S ATTORNEY SIGNATURE: _____

STATE'S ATTORNEY COMMENTS:

CHAIRMAN TO SIGN ORIGINAL AGREEMENT

Contracts shall be on a calendar-year basis, whenever possible.

As a part of the consent agenda for each regular commission meeting, the subject of "Contracts" will be automatically included. Therefore, departments may submit contracts for board approval up to the day of each commission meeting. Contract approval will be subject to state's attorney review within five days after being approved by the county commission.

HISTORICAL REFERENCE DATE: MAY 4, 1992

PURCHASE OF SERVICE AGREEMENT

WHEREAS, the Cass County Social Service Board (CCSSB) 1010 2nd Ave. S, Fargo, ND 58103 has determined the services referred to in the paragraph below entitled "Scope of Service" should be purchased; and

WHEREAS, Fargo Cass Public Health
401 3rd Avenue North
Fargo, ND 58102

(Provider), proposes to provide those services;

NOW, THEREFORE, the CCSSB and the Provider enter into the following:

AGREEMENT

I. TERM OF THE AGREEMENT:

The term of this agreement shall be from the 1st day of January 1, 2015 through the December 31, 2015.

II. SCOPE OF SERVICE:

The Provider agrees to render in-home services to eligible individuals (Recipients) in Cass County, North Dakota. The Provider understands and agrees that eligibility will be determined solely by CCSSB. The Provider agrees that the specific services to be provided recipients, the definitions of those services, and related manual chapters are those set forth in Addendum B. In rendering services the Provider agrees to abide by the provisions of the North Dakota Department of Human Services Manual Chapter Policies and Procedures.

The Provider understands and agrees that the CCSSB will inform the provider of the name of the Recipients of services under the terms of this Agreement. The Provider further agrees to designate an individual to negotiate with a similarly designated individual from the CCSSB for the specific services to be provided recipients, the number of units of service to be provided recipients, and the compensation for recipients as set forth in paragraph III herein.

III. COMPENSATION:

- A. Compensation under the terms of this agreement shall not exceed the maximum amount allowed for the service provided under the terms of this contract. The maximum amount allowed for the service is set forth in Addendum B.
- B. The Provider understands and agrees that:
 1. Travel time will not be billed nor paid.
 2. The contracted rates are the maximum allowable and will cover all costs to provide a unit of service, as defined by this contract. CCSSB makes no guarantee of the number of hours that will be referred for service
 3. No release time or cancel time will be billed.

4. Supervisory time, charting time, training, client reassessment, and all other activities relating to program management are built into the rate.
 5. The Provider shall submit a complete billing for a service period to the CCSSB within 5 working days following the close of each service period. Such billing must be submitted with required information stated in "D" below.
 6. Payment will not be made for unauthorized services rendered by the Provider, nor for claimed services which CCSSB determines by contract monitoring, have not been provided as authorized or have been provided in excess of authorizations.
 7. No supplemental billings will be accepted by the CCSSB without prior notification to CCSSB of the need and justification for such a billing and authorization by the CCSSB to submit. Payment for authorized supplemental billing will be made as part of the next regular claim cycle.
 8. CCSSB will make payments within statutory requirements.
- C. The provider understands and agrees that Title XX/Cass County funded recipients will be screened by Cass County Social Services to determine eligibility. Both parties understand that units of service expended will be at the unit rate of \$6.79/unit. Compensation for Title XX/Cass County funded services cannot exceed \$20,000 during the 2015 calendar year.
- D. The CCSSB agrees to reimburse the Provider at the negotiated rates per Form #1699 upon the Provider's billing to the County Social Service Board. The billing must include the recipient's name, units of service per recipient, per date, and compensation being claimed. With each billing, the Provider must attest to the following statement:
- "I certify that the above information is true and correct. I understand that payment of this claim is payment in full. I further understand that any false claims made will constitute a violation that may result in prosecution."
- E. The provider agrees to accept the rate of payment as payment in full and shall not make demands on individual recipients of service, their family or guardian, for any additional compensation for these same services.

IV. PROVIDER'S UNDERSTANDING OF TERM OF FUNDING:

The Provider understands that this agreement is a one-time agreement, and acknowledges that it has been furnished no assurances that this agreement may be extended for periods beyond its termination date.

V. PROVIDER ASSURANCES:

The Provider agrees to comply with the applicable assurances set forth on Addendum A attached hereto.

VI. CHANGES:

If either party wishes to change this agreement, such change shall be effective only when mutually agreed to and incorporated by written amendment to the agreement.

VII. AUTHORITY TO CONTRACT:

The Provider shall not have the authority to contract for or on behalf of or incur obligations on behalf of the CCSSB. However, the Provider may sub-contract with qualified providers of services, provided that any such subcontract must acknowledge the binding nature of this agreement, and incorporate this agreement, together with its attachments. The Provider agrees to be solely responsible for the performance of any subcontractor.

VIII. TERMINATION:

This contract may be terminated by mutual consent of both parties, or by either party upon 30 day's notice, in writing, and delivered by certified mail or in person.

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

- A. If CCSSB funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services, the contract may be modified to accommodate a reduction in funds.
- B. If federal state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
- C. If any license or certificate required by law or regulations to be held by the Provider to provide the services required by this contract is for any reason denied, revoked, or not renewed.
- D. If the Qualified Service Provider rate is increased by the State in July, discussions will occur which may result in modifications to accommodate for a potential increased rate.

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

The CCSSB by written notice of default, including breach of contract, to the Provider may terminate the whole or any part of this agreement:

- A. If the Provider fails to provide services provided under the terms of this contract within the time specified herein or any extension thereof; or
- B. If the Provider fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the CCSSB, fails to correct such failures within 10 days or such longer period as the CCSSB may authorize.

The rights and remedies of the CCSSB provided in the above clause related to defaults, including breach of contract, by the Provider shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

IX. ACCESS TO RECORDS:

The CCSSB, ND Department of Human Services, Office of Attorney General of the State of North Dakota, the Federal Government, and their duly authorized representatives, shall have access to the books, documents, paper and records of the Provider which are pertinent, as determined by the CCSSB, to this contract for the purpose of making audit, examination, excerpts, and transcripts.

X. RETENTION OF RECORDS:

The Provider agrees to retain financial program records for a minimum period of three (3) years from the submission date of the State Medicaid Agency's HCFA-372 report. For the purpose of this agreement the submission date is December 31 of each year. Further, if the Provider has received more than \$25,000 with directly or indirectly, from all Federal sources and is subject to the provisions of the Single Audit Act of 1984, Public Law 98-502, then the provider will notify the CCSSB and will provide a schedule showing the funding for each State and/or Federal program.

XI. CONFIDENTIALITY:

The Provider will not, except upon the written consent of the recipients or their responsible parent, guardian, or custodian, use or cause to be used any information concerning such individual for any purpose not directly connected with the CCSSB's or the Provider's responsibilities with respect to services purchased hereunder.

XII. ASSIGNMENT:

The Provider shall not assign this agreement.

XIII. APPLICABLE LAW:

This agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

XIV. CAPTIONS:

The captions or headings in this agreement are for convenience only and in no way defined, limit, or describe the scope or intent of any provisions of this agreement.

XV. EXECUTION AND COUNTERPARTS:

This agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one of the same instrument.

XVI. AMENDMENTS:

The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

XVII. NOTICES:

All notices, certificates or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as set forth in the preamble to this agreement or at a place designated hereafter in writing by the parties.

XVIII. SUCCESSORS IN INTEREST:

The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

XIX. INSURANCE AND LEGAL DEFENSE:

It is the parties' intent that they each should pay any attorney's fees and legal defense costs resulting from or arising out of this agreement in the same proportion that each party's liability for the acts of its own officers, employees or agents bears to the parties' combined liability, if any, or pay such fees and costs equally when a claim against both parties is resolved and neither party is found liable, to the greatest extent the fees and costs are covered by the County's liability coverage or self-retention fund. The parties further intend that they be represented by the same attorney whenever reasonably possible and ethically permitted. If a claim against both parties is resolved and neither the County nor the Provider is found liable, the County shall reimburse the Provider or its company or pool for half the combined attorney's fees and legal defense costs of the County and Provider, or the amount of such fees and costs covered by the County's liability coverage or self-retention fund, whichever is less. If a claim against is resolved by one party but continues against the other party, each party will pay for half the combined attorney's fees and legal defense costs incurred on or before the date, or the amount of such fees and costs covered by the County's liability coverage or self-retention fund, whichever is less. After that date, the remaining party will be responsible for its own attorney's fees and legal defense costs. The County shall provide such reimbursement in accordance with the Special Assistant Attorney General Billing policy within thirty (30) days after the total amount of reimbursement can be determined.

Provider shall secure and keep in force during the term of this Agreement, from a company or pool authorized to provide the coverage in this County, general liability and errors and omissions coverage with minimum liability limits of \$250,000 per person and at least \$500,000 per occurrence covering its officers, employees, and agents for any and all claims of any nature which may in any manner result from or arise out of this Agreement. Provider shall furnish a certificate of insurance or memorandum of coverage and any endorsements required under this agreement to the undersigned County representative prior to commencement of this agreement, and shall also provide at least thirty (30) days' notice before such coverage of endorsements are canceled or modified.

Provider shall also secure from its insurance company or government self-insurance pool a limited endorsement stating that the company or pool will provide a legal defense to the County, its officers, employees or agents, including attorney's fees, costs, disbursements, and other expenses associated with such defense under this agreement, for any and all claims of any nature brought by third parties against the County, its officers, employees or agents, including attorney's fees, costs, disbursements, and other expenses associated with such defense under this agreement, for any and all claims of any nature brought by third parties against the County, its

officers, employees or agents which in any manner result from or arise out of this agreement. Such legal defense is not required if the County refuses to waive a potential conflict of interest that can be waived under the North Dakota Rules of Professional conduct. Said endorsement shall also provide that any attorney representing the County, its officers, employees or agents under this clause must first qualify and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under NDCC. Section 54-12-08 and agree to follow the Special Assistant Attorney General Billing Policy.

XX. SEVERABILITY:

The parties agree that any term of provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

XXI. WAIVER:

The failure of the CCSSB to enforce any provisions of this contract shall not constitute a waiver by the CCSSB of that or any other provision.

XXII. MERGER CLAUSE:

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Provider, by the signature below of its authorized representative, hereby acknowledges that the Provider has read this agreement, understands it and agrees to be bound by its terms and conditions.

XXIII. PROVIDER IS AN INDEPENDENT CONTRACTOR:

This agreement shall not be construed to represent an employer/employee relationship. The Provider agrees to be responsible for any federal or state taxes applicable to this payment. Provider will not be eligible for any benefits from these contract payments of federal social security, unemployment insurance, or workmen's compensation, except as a self-employed individual. Provider is an independent contractor.

XXIV. INDEMNITY:

The Provider shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement.

The Provider shall save and hold harmless the CCSSB, its officers, agents, employees, and members, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of the Provider or its agents or employees under this agreement. The obligation shall continue after the termination of this agreement. The obligation shall continue after the termination of this agreement.

XXV. INTEGRATION AND MODIFICATION:

This contract constitutes the entire agreement between the Provider and the CCSSB. No alteration, amendment or modification in the provisions of this agreement shall be effective unless it is reduced to writing, signed by the parties and attached hereto.

XXVI. COLLATERAL CONTRACTS:

Where there exists any inconsistency between this agreement and other provisions of collateral contractual agreements which are made a part of this agreement by reference or otherwise, the provisions of this agreement shall control.

XXVII. NON-DISCRIMINATION:

The CCSSB makes available all services and assistance without regard to race, color, national origin, religion, age, sex, or handicap, and is subject to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1975 as amended. Persons who contract with or receive funds to provide services for CCSSB are obligated to abide by the provisions of these federal laws. Questions concerning the contractor's or provider's obligations under these acts may be directed to the CCSSB's representative as set forth in the signature block of this agreement, at the address established in the agreement, or the Branch Chief, Officer for Civil Rights, Region VIII, Federal Office Building, 1961 Stout Street, Denver, CO 82094.

Fargo Cass Public Health
Provider

Cass County Social Service Board
Date

456002069
Provider's Federal ID Number

By Date

By Date

Title

Title

By Date

Title

PROVIDER ASSURANCES

- A. All licensing or other standards required by Federal and State Law and regulations and by ordinance of the city and county in which he services purchased hereunder are provided will be complied with in full for the duration of this contract.
- B. No qualified person (s) shall be denied services purchased hereunder, or be subjected to discrimination, because of race, religion, color, national origin, sex, age, or handicap.
- C. The Provider will abide by the provisions of Title VII of the Civil Rights Act of 1964 (42 USC 2000C) which prohibits discrimination against any employee or applicant for employment because of race, religion, color, national origin, sex, age or handicap. In addition, the Provider agrees to abide by Executive Order No. 11246, as amended by Executive Order No. 11375, which prohibits discrimination because of sex.
- D. The Provider will comply with Section 504 of the Rehabilitation Act of 1973, as amended, and all requirements imposed by and pursuant to regulations promulgated thereunder to the end that no otherwise qualified handicapped individual shall, solely by reason of their handicap, be excluded from participation in, be denied benefits of or be subjected to discrimination under any program in the provision of services under this agreement.
- E. The Provider will not, except upon the written consent of the affected individual or their responsible parent, guardian or custodian, use or cause to be used, any information concerning such individual for any purpose not directly connected with the Board or the Provider's responsibilities with respect to services purchased hereunder.
- F. Unless otherwise authorized by federal law, the charges to be made by the Provider do not include costs financed by federal monies other than those generated by this agreement.
- G. The Provider shall not assign this agreement.
- H. Provider assures that the sources from which it purchases goods and services used for the provision of the services described in the agreement will conform to applicable provisions of Executive Order 11346, Equal Opportunity.
- I. The Provider assures they have met the Basic National Standards for Homemaker/Personal Care Aide Services listed as follows:

STRUCTURE:

- Standard I. There shall be legal authorization to operate the agency.
- Standard II. There shall be a duly constituted authority and a government structure for assuring responsibility and for requiring accountability for performance.

Standard III. There shall be compliance with all legislation relating to prohibition of discriminatory practices.

Standard IV. There shall be responsible fiscal management.

STAFFING:

Standard V. There shall be responsible personnel management, including:

A. Appropriate processes used in the recruitment, selection, retention, and termination of homemaker-Personal Care aides:

B. Written personnel policies, job descriptions, and a wage scale established for each job category.

Standard VI. There shall be training provided to every homemaker-Personal Care aide for all services to be performed.

SERVICE:

Standard VII. There shall be written eligibility criteria for service and procedures for referral to other resources.

Standard VIII. There shall be two essential components of the service provided to every individual and/or family served:

A. Service of a supervised homemaker-personal care aide;

B. Service of professional persons responsible for case management functions.

COMMUNITY:

Standard IX. There shall be an active role assumed by the service in an ongoing assessment of community health and welfare needs and in planning to meet these needs.

Standard X. There shall be ongoing interpretation of the service to the community.

Standard XI. There shall be evaluation of all aspects of the service.

These standards were set by the National Home Caring Council, Copyright 1981.

J. The provider assures that the Personal Care Aide has not been convicted of a criminal offense in the past five years and/or not currently on probation or parole.

SERVICE AND MANUAL CHAPTER	DEFINITION	DEFINITION OF UNIT	MAXIMUM ALLOWABLE AUTHORIZATION	RATE NEGOTIATED
Homemaker *NDDHS Manual Chapter 625-05	The intermittent or occasional provision of personal support care tasks/activities that enables an individual to maintain as much independent and self-reliance as possible to continue living in their home.	Title XX \$6.79/15 min.	7 units/visit 26 visits/year	\$27.16/hr of direct client time

*NDDHS – North Dakota Department of Human Services

SERVICE MANUAL CHAPTER	DEFINITION	DEFINITION OF UNIT	MAXIMUM ALLOWABLE AUTHORIZATION	RATE NEGOTIATED
Personal Care Aide *NDDHS Manual Chapter 625-10	The provision of non-personal (environmental support) tasks such as light housekeeping, laundry, meal planning and preparation that enables an individual to maintain as much independence and self-reliance as possible to continue living in their home.	Title XX \$6.79/15 min.	\$20,000/year	\$27.16/hr of direct client time

SUBJECT: CONTRACTS

ADOPTED DATE: OCTOBER 2, 2000

PAGE 1 OF 1

All contracts which bind Cass County must contain the signature of the commission chairman. Prior to being placed on the commission agenda, the department head should forward the contract to the state's attorney for review.

A standardized form may be used when presenting contracts to the commission for approval as follows:

COMPANY REQUESTING CONTRACT: Spectrum Home Care Fargo

DATE OF REQUEST: 11/5/14 DATE OF EXPECTED RETURN
TO THE COMMISSION OFFICE: _____

DEPARTMENT HEAD RECOMMENDING SIGNATURE: 

STATE'S ATTORNEY SIGNATURE: _____

STATE'S ATTORNEY COMMENTS:

CHAIRMAN TO SIGN ORIGINAL AGREEMENT

Contracts shall be on a calendar-year basis, whenever possible.

As a part of the consent agenda for each regular commission meeting, the subject of "Contracts" will be automatically included.

Therefore, departments may submit contracts for board approval up to the day of each commission meeting. Contract approval will be subject to state's attorney review within five days after being approved by the county commission.

HISTORICAL REFERENCE DATE: MAY 4, 1992

PURCHASE OF SERVICE AGREEMENT

WHEREAS, the Cass County Social Service Board (CCSSB) 1010 2nd Ave. S, Fargo, ND 58103 has determined the services referred to in the paragraph entitled "Scope of Service" should be purchased; and

WHEREAS, Spectrum Home Care Fargo
2108 South University Drive
Fargo, ND 58103

(Provider), proposes to provide those services;

NOW, THEREFORE, the CCSSB and Spectrum Home Care Fargo enter into the following:

AGREEMENT

I. TERM OF THE AGREEMENT:

The term of this agreement shall be from the 1st day January 1, 2015 through December 31, 2015.

II. SCOPE OF SERVICE:

The Provider agrees to render in-home services to eligible individuals (Recipients) in Cass County, North Dakota. The Provider understands and agrees that eligibility will be determined solely by CCSSB. The Provider agrees that the specific services to be provided recipients, the definitions of those services, and related manual chapters are those set forth in Addendum B. In rendering services the Provider agrees to abide by the provisions of the North Dakota Department of Human Services Manual Chapter Policies and Procedures.

The Provider understands and agrees that the CCSSB will inform the provider of the name of the Recipients of services under the terms of this Agreement. The Provider further agrees to designate an individual to negotiate with a similarly designated individual from the CCSSB for the specific services to be provided recipients, the number of units of service to be provided recipients, and the compensation for recipients as set forth in paragraph III herein.

III. COMPENSATION:

- A. Compensation under the terms of this agreement shall not exceed the maximum amount allowed for the service provided under the terms of this contract. The maximum amount allowed for the service is set forth in Addendum B.

- B. The Provider understands and agrees that:
 - 1. Travel time will not be billed nor paid.
 - 2. The contracted rates are the maximum allowable and will cover all costs to provide a unit of service, as defined by this contract. CCSSB makes no guarantee of the number of hours that will be referred for service.
 - 3. No release time or cancel time will be billed.
 - 4. Supervisory time, charting time, training, client reassessment, and all other activities relating to program management are built into the rate.

5. The Provider shall submit a complete billing for a service period to the CCSSB within 5 working days following the close of each service period. Such billing must be submitted with required information stated in "D" below.
 6. Payment will not be made for unauthorized services rendered by the Provider, nor for claimed services which CCSSB determines by contract monitoring, have not been provided as authorized or have been provided in excess of authorizations.
 7. No supplemental billings will be accepted by the CCSSB without prior notification to CCSSB of the need and justification for such a billing and authorization by the CCSSB to submit. Payment for authorized supplemental billing will be made as part of the next regular claim cycle.
 8. CCSSB will make payments within statutory requirements.
- C. The provider understands and agrees that Title XX/Cass County funded recipients will be screened by Cass County Social Services to determine eligibility. Both parties understand that units of service expended will be at the unit rate of \$6.79/unit.
- D. The CCSSB agrees to reimburse the Provider at the negotiated rates per Form #1699 upon the Provider's billing to the County Social Service Board. The billing must include the recipient's name, units of service per recipient, per date, and compensation being claimed. With each billing, the Provider must attest to the following statement:
- "I certify that the above information is true and correct. I understand that payment of this claim is payment in full. I further understand that any false claims made will constitute a violation that may result in prosecution."
- E. The provider agrees to accept the rate of payment as payment in full and shall not make demands on individual recipients of service, their family or guardian, for any additional compensation for these same services.

IV. PROVIDER'S UNDERSTANDING OF TERM OF FUNDING:

The Provider understands that this agreement is a one-time agreement, and acknowledges that it has been furnished no assurances that this agreement may be extended for periods beyond its termination date.

V. PROVIDER ASSURANCES:

The Provider agrees to comply with the applicable assurances set forth on Addendum A attached hereto.

VI. CHANGES:

If either party wishes to change this agreement, such change shall be effective only when mutually agreed to and incorporated by written amendment to the agreement.

VII. AUTHORITY TO CONTRACT:

The Provider shall not have the authority to contract for or on behalf of or incur obligations on behalf of the CCSSB. However, the Provider may sub-contract with qualified providers of services, provided that any such subcontract must acknowledge the binding nature of this

agreement, and incorporate this agreement, together with its attachments. The Provider agrees to be solely responsible for the performance of any subcontractor.

VIII. TERMINATION:

This contract may be terminated by mutual consent of both parties, or by either party upon 30 day's notice, in writing, and delivered by certified mail or in person.

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

- A. If CCSSB funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services, the contract may be modified to accommodate a reduction in funds.
- B. If federal state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
- C. If any license or certificate required by law or regulations to be held by the Provider to provide the services required by this contract is for any reason denied, revoked, or not renewed.
- D. If the Qualified Service Provider rate is increased by the State in July, discussions will occur which may result in modifications to accommodate for a potential increased rate.

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

The CCSSB by written notice of default, including breach of contract, to the Provider may terminate the whole or any part of this agreement:

- A. If the Provider fails to provide services provided under the terms of this contract within the time specified herein or any extension thereof; or
- B. If the Provider fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the CCSSB, fails to correct such failures within 10 days or such longer period as the CCSSB may authorize.

The rights and remedies of the CCSSB provided in the above clause related to defaults, including breach of contract, by the Provider shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

IX. ACCESS TO RECORDS:

The CCSSB, ND Department of Human Services, Office of Attorney General of the State of North Dakota, the Federal Government, and their duly authorized representatives, shall have access to the books, documents, paper and records of the Provider which are pertinent, as determined by the CCSSB, to this contract for the purpose of making audit, examination, excerpts, and transcripts.

X. RETENTION OF RECORDS:

The Provider agrees to retain financial program records for a minimum period of three (3) years from the submission date of the State Medicaid Agency's HCFA-372 report. For the purpose of this agreement the submission date is December 31 of each year. Further, if the Provider has received more than \$25,000 directly or indirectly, from all Federal sources and is subject to the provisions of the Single Audit Act of 1984, Public Law 98-502, then the provider will notify the CCSSB and will provide a schedule showing the funding for each State and/or Federal program.

XI. CONFIDENTIALITY:

The Provider will not, except upon the written consent of the recipients or their responsible parent, guardian, or custodian, use or cause to be used any information concerning such individual for any purpose not directly connected with the CCSSB's or the Provider's responsibilities with respect to services purchased hereunder.

XII. ASSIGNMENT:

The Provider shall not assign this agreement.

XIII. APPLICABLE LAW:

This agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

XIV. CAPTIONS:

The captions or headings in this agreement are for convenience only and in no way defined, limit, or describe the scope or intent of any provisions of this agreement.

XV. EXECUTION AND COUNTERPARTS:

This agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one of the same instrument.

XVI. AMENDMENTS:

The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

XVII. NOTICES:

All notices, certificates or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as set forth in the preamble to this agreement or at a place designated hereafter in writing by the parties.

XVIII. SUCCESSORS IN INTEREST:

The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

XIX. INSURANCE AND LEGAL DEFENSE

It is the parties' intent that they each should pay any attorney's fees and legal defense costs resulting from or arising out of this agreement in the same proportion that each party's liability for the acts of its own officers, employees or agents bears to the parties' combined liability, if any, or pay such fees and costs equally when a claim against both parties is resolved and neither party is found liable, to the greatest extent the fees and costs are covered by the County's liability coverage or self-retention fund. The parties further intend that they be represented by the same attorney whenever reasonably possible and ethically permitted. If a claim against is resolved by one party but continues against the other party, each party will pay for half the combined attorney's fees and legal defense costs incurred on or before the date, or the amount of such fees and costs covered by the County's liability coverage or self-retention fund, whichever is less. After that date, the remaining party will be responsible for its own attorney's fees and legal defense costs. The County shall provide such reimbursement in accordance with the Special Assistant Attorney General Billing policy within thirty (30) days after the total amount of reimbursement can be determined.

Provider shall secure and keep in force during the term of this Agreement, from a company or pool authorized to provide the coverage in this County, general liability and errors and omissions coverage with minimum liability limits of \$250,000 per person and at least \$500,000 per occurrence covering its officers, employees, and agents for any and all claims of any nature which may in any manner result from or arise out of this Agreement. Provider shall furnish a certificate of insurance or memorandum of coverage and any endorsements required under this agreement to the undersigned County representative prior to commencement of this agreement, and shall also provide at least thirty (30) days' notice before such coverage of endorsements are canceled or modified.

Provider shall also secure from its insurance company or government self-insurance pool a limited endorsement stating that the company or pool will provide a legal defense to the County, its officers, employees or agents, including attorney's fees, costs, disbursements, and other expenses associated with such defense under this agreement, for any and all claims of any nature brought by third parties against the County, its officers, employees or agents, including attorney's fees, costs, disbursements, and other expenses associated with such defense under this agreement, for any and all claims of any nature brought by third parties against the County, its officers, employees or agents which in any manner result from or arise out of this agreement. Such legal defense is not required if the County refuses to waive a potential conflict of interest that can be waived under the North Dakota Rules of Professional conduct. Said endorsement shall also provide that any attorney representing the County, its officers, employees or agents under this clause must first qualify and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under NDCC. Section 54-12-08 and agree to follow the Special Assistant Attorney General Billing Policy.

XX. SEVERABILITY:

The parties agree that any term of provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

XXI. WAIVER:

The failure of the CCSSB to enforce any provisions of this contract shall not constitute a waiver by the CCSSB of that or any other provision.

XXII. MERGER CLAUSE:

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Provider, by the signature below of its authorized representative, hereby acknowledges that the Provider has read this agreement, understands it and agrees to be bound by its terms and conditions.

XXIII. PROVIDER IS AN INDEPENDENT CONTRACTOR:

This agreement shall not be construed to represent an employer/employee relationship. The Provider agrees to be responsible for any federal or state taxes applicable to this payment. Provider will not be eligible for any benefits from these contract payments of federal social security, unemployment insurance, or workmen's compensation, except as a self-employed individual. Provider is an independent contractor.

XXIV. INDEMNITY:

The Provider shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement.

The Provider shall save and hold harmless the CCSSB, its officers, agents, employees, and members, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of the Provider or its agents or employees under this agreement. The obligation shall continue after the termination of this agreement.

XXV. INTEGRATION AND MODIFICATION:

This contract constitutes the entire agreement between the Provider and the CCSSB. No alteration, amendment or modification in the provisions of this agreement shall be effective unless it is reduced to writing, signed by the parties and attached hereto.

XXVI. COLLATERAL CONTRACTS:

Where there exists any inconsistency between this agreement and other provisions of collateral contractual agreements which are made a part of this agreement by reference or otherwise, the provisions of this agreement shall control.

XXVII. NON-DISCRIMINATION:

The CCSSB makes available all services and assistance without regard to race, color, national origin, religion, age, sex, or handicap, and is subject to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1975 as amended. Persons who contract with or receive funds to provide services for CCSSB are obligated to abide by the provisions of these federal laws. Questions concerning the contractor's or provider's obligations under these acts may be directed to the CCSSB's representative as set forth in the signature block of this agreement, at the address established in the agreement, or the Branch Chief, Officer for Civil Rights, Region VIII, Federal Office Building, 1961 Stout Street, Denver, CO 82094.

Spectrum Home Care
Provider

Cass County Social Service Board

By Date

By Date

Title

Title

Provider's Federal ID Number

Addendum A

PROVIDER ASSURANCES

- A. All licensing or other standards required by Federal and State Law and regulations and by ordinance of the city and county in which he services purchased hereunder are provided will be complied with in full for the duration of this contract.
- B. No qualified person (s) shall be denied services purchased hereunder, or be subjected to discrimination, because of race, religion, color, national origin, sex, age, or handicap.
- C. The Provider will abide by the provisions of Title VII of the Civil Rights Act of 1964 (42 USC 2000C) which prohibits discrimination against any employee or applicant for employment because of race, religion, color, national origin, sex, age or handicap. In addition, the Provider agrees to abide by Executive Order No. 11246, as amended by Executive Order No. 11375, which prohibits discrimination because of sex.
- D. The Provider will comply with Section 504 of the Rehabilitation Act of 1973, as amended, and all requirements imposed by and pursuant to regulations promulgated thereunder to the end that no otherwise qualified handicapped individual shall, solely by reason of their handicap, be excluded from participation in, be denied benefits of or be subjected to discrimination under any program in the provision of services under this agreement.
- E. The Provider will not, except upon the written consent of the affected individual or their responsible parent, guardian or custodian, use or cause to be used, any information concerning such individual for any purpose not directly connected with the Board or the Provider's responsibilities with respect to services purchased hereunder.
- F. Unless otherwise authorized by federal law, the charges to be made by the Provider do not include costs financed by federal monies other than those generated by this agreement.
- G. The Provider shall not assign this agreement.
- H. Provider assures that the sources from which it purchases goods and services used for the provision of the services described in the agreement will conform to applicable provisions of Executive Order 11346, Equal Opportunity.
- I. The Provider assures they have met the Basic National Standards for Homemaker/Personal Care Aide Services listed as follows:

STRUCTURE:

- Standard I. There shall be legal authorization to operate the agency.
- Standard II. There shall be a duly constituted authority and a government structure for assuring responsibility and for requiring accountability for performance.

- Standard III. There shall be compliance with all legislation relating to prohibition of discriminatory practices.
- Standard IV. There shall be responsible fiscal management.

STAFFING:

- Standard V. There shall be responsible personnel management, including:
- A. Appropriate processes used in the recruitment, selection, retention, and termination of homemakers:
 - B. Written personnel policies, job descriptions, and a wage scale established for each job category.
- Standard VI. There shall be training provided to every homemaker-Personal Care aide for all services to be performed.

SERVICE:

- Standard VII. There shall be written eligibility criteria for service and procedures for referral to other resources.
- Standard VIII. There shall be two essential components of the service provided to every individual and/or family served:
- A. Service of a supervised homemaker-personal care aide;
 - B. Service of professional persons responsible for case management functions.

COMMUNITY:

- Standard IX. There shall be an active role assumed by the service in an ongoing assessment of community health and welfare needs and in planning to meet these needs.
- Standard X. There shall be ongoing interpretation of the service to the community.
- Standard XI. There shall be evaluation of all aspects of the service.

These standards were set by the National Home Caring Council, Copyright 1981.

- J. The provider assures that the homemaker has not been convicted of a criminal offense in the past five years and/or not currently on probation or parole.

Addendum B

SERVICE MANUAL CHAPTER	DEFINITION	DEFINITION OF UNIT	MAXIMUM ALLOWABLE AUTHORIZATION	RATE NEGOTIATED
Homemaker *NDDHS Manual Chapter 625-05	The provision of non-personal (environmental support) tasks such as light housekeeping, laundry, meal planning and preparation that enables an individual to maintain as much independence and self-reliance as possible to continue living in their home.	Title XX \$6.79/15 min.	7 units/visit 26 visits/year	\$27.16/hr of direct client time

*NDDHS – North Dakota Department of Human Services

Worden, Heather

From: Kain Varno, Melissa
Sent: Wednesday, November 05, 2014 9:07 AM
To: Burdick, Birch
Cc: Ammerman, Chip; Worden, Heather
Subject: APS - Contracts for Approval
Attachments: APS - Ransom Cty.pdf; APS - Richland Cty.pdf; APS - Sargent Cty.pdf; APS - Steele Cty.pdf; APS - Traill Cty.pdf

Hello:

Attached for your review and approval are Service Agreements between Social Services and various counties to complete Adult Protection Services. These contracts are for a six month period, 1-1-15 to 6-30-15, due to funding restrictions that may prohibit us to continue providing the service. Included are agreements for the following:

- Ransom County
- Richland County
- Sargent County
- Steele County
- Traill County

We would like to include the 2015 contracts on the Social Service's Board agenda on December 1, 2014. Thank you.

Melissa Kain Varno
Cass County Social Services
kainvarnom@casscountynd.gov
701-239-6709

SUBJECT: CONTRACTS

ADOPTED DATE: OCTOBER 2, 2000

PAGE 1 OF 1

All contracts which bind Cass County must contain the signature of the commission chairman. Prior to being placed on the commission agenda, the department head should forward the contract to the state's attorney for review.

A standardized form may be used when presenting contracts to the commission for approval as follows:

COMPANY REQUESTING CONTRACT: Ransom County Social Services

DATE OF REQUEST: 11/5/14 DATE OF EXPECTED RETURN
TO THE COMMISSION OFFICE: _____

DEPARTMENT HEAD RECOMMENDING SIGNATURE: 

STATE'S ATTORNEY SIGNATURE: _____

STATE'S ATTORNEY COMMENTS:

CHAIRMAN TO SIGN ORIGINAL AGREEMENT

Contracts shall be on a calendar-year basis, whenever possible.

As a part of the consent agenda for each regular commission meeting, the subject of "Contracts" will be automatically included.

Therefore, departments may submit contracts for board approval up to the day of each commission meeting. Contract approval will be subject to state's attorney review within five days after being approved by the county commission.

HISTORICAL REFERENCE DATE: MAY 4, 1992

PURCHASE OF SERVICE AGREEMENT

Cass County Social Services (Vendor), P.O. Box 2986, Fargo, ND 58108-2986, proposes to provide the services identified in the Scope of Service paragraph below to Ransom County Social Services (County), 205 4th Ave. West, Lisbon, ND 58054 through the purchase of those services.

The County and Vendor therefore enter into the following:

1. TERM OF THE AGREEMENT

This agreement runs from January 1, 2015, through June 30, 2015. This agreement may be terminated at any time by mutual consent of both parties, or upon 30-days' written notice by either party, with or without cause.

2. SCOPE OF SERVICE

Vendor shall provide Vulnerable Adult Protective Services in Region V according to the following:

- A. Vendor shall provide a program of Vulnerable Adult Protective Services throughout Cass, Ransom, Richland, Sargent, Steele and Traill counties to vulnerable adults who meet program criteria for Vulnerable Adult Protective Services. The program criteria is defined by the North Dakota Department of Human Services Manual, Vulnerable Adult Protective Services Policy and Procedures, made a part of this agreement by reference here.
- B. Vendor will provide quarterly reports to the County based upon Vulnerable Adult Protective Services Data Compilation form.
- C. Vendor shall access services and remedies for clients, including staffing Vulnerable Adult Protective Services cases on a weekly basis with a representative of County.
- D. Vendor shall contact County on at least a semi-annual basis to update them on Vulnerable Adult Protective Services in Region V and ask for their input.
- E. Vendor will provide to County a summary of Vulnerable Adult Protective Services and findings covering the six month period from January 1, 2015 through June 30, 2015.

Vendor shall comply with N.D.C.C. Chapter 50-25.2 in providing Vulnerable Adult Protective Services, made a part of this agreement by reference here.

3. COMPENSATION

County agrees to pay Vendor a six month payment of \$3,721 as per agreement between County Director and Vendor Director.

4. COUNTY'S UNDERSTANDING OF TERM OF FUNDING

Vendor understands that this agreement is a one-time agreement, and acknowledges that it has received no assurances that this agreement may be extended beyond its expiration date.

5. VENDOR ASSURANCES

This agreement will be construed according to the laws of the State of North Dakota. In connection with furnishing supplies or performing work under this agreement, persons who contract with or receive funds to provide services to COUNTY are obligated and agree to comply with all local, state, and federal laws, regulations, and executive orders related to the performance of this agreement including the following: Fair Labor Standards Act, Equal Pay Acts of 1963, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the North Dakota Human Rights Act, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Drug-Free

Work Act of 1988, The Americans with Disabilities Act of 1990, Alcohol, Drug Abuse and Mental Health Administration Reorganization Act of 1992 and the Pro-Children Act of 1994.

By signing this agreement Vendor certifies that neither Vendor, Subcontractor, nor their principals, are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions with the State or Federal Government by any Department or Agency of the State or Federal Government.

Vendor must be an approved Vendor with the Office of Management and Budget within the State of North Dakota as required by North Dakota Century Code 54-44.4-09.

6. TERMINATION FOR LACK OF FUNDING OR AUTHORITY

Vendor may terminate this agreement effective upon delivery of written notice to County or on any later date stated in the notice, if:

- A. Funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in indicated quantities or for the indicated term. The agreement may be modified by mutual consent of the parties in writing to accommodate a reduction in funds.
- B. Federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.
- C. Any license, permit, or certificate required by law or rule, or by this agreement, is for any reason denied, revoked, suspended, or not renewed.

Any termination of this agreement under this section is without prejudice to any obligation or liabilities of either party already accrued prior to termination.

7. DELAY OR DEFAULT FORCE MAJEURE

Vendor shall not be held responsible for delay or default caused by fire, flood, riot, acts of God or war if the event is beyond Vendor's reasonable control, and Vendor gives notice to County immediately upon occurrence of the event that caused, or is reasonably expected to cause, the delay or default.

8. INDEMNITY

County agrees to defend, indemnify, and hold harmless the Vendor, its agency, officers and employees, from and against claims based on the vicarious liability of the Vendor or its agents, but not against claims based on the Vendor's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by County to the Vendor under this provision must be free of any conflicts of interest even if retention of separate legal counsel for the Vendor is necessary. County also agrees to defend, indemnify, and hold the Vendor harmless for all costs, expenses and attorneys' fees incurred if the Vendor prevails in an action against County in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

9. ACCESS TO BOOKS AND RECORDS

Vendor and County and their duly authorized representatives shall provide access to the books, documents, papers, and records of County and Vendor which are pertinent to the services provided under this agreement for the purpose of making an audit or examination, or for making excerpts and transcripts. This documentation must be available for a period of three years from the date of submission of the final expenditures report.

10. NOTICE

Any notice or other communication required under this agreement must be given by registered or certified mail and is complete on the date mailed when addressed to the parties at the following address:

Cass County Social Services
P.O. Box 2986
Fargo, ND 58108-2986

Notice provided under this provision does not meet the notice requirements for monetary claims against State found at North Dakota Century Code § 32-12.2-04.

11. INTEGRATION, MODIFICATION, AND SEVERABILITY

This agreement constitutes the entire agreement between Vendor and County. There are no understandings, agreements, or representations, oral or written, not specified within this agreement. No alteration, amendment, or modification of this agreement is effective unless it is reduced in writing, signed by the parties, and attached to the agreement. If any term of this agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the agreement does not contain the illegal or unenforceable term.

12. APPLICABLE LAW

This agreement is governed by and construed according to the laws of the State of North Dakota. Any action to enforce this agreement must be adjudicated exclusively in the state District Court of Cass, North Dakota.

13. ASSIGNMENT

Neither party may assign this agreement or the party's rights under this agreement without the written approval of the other party. Approval to assign may not be unreasonably withheld. This agreement is equally binding on the respective parties, and their successors and assigns.

14. CONFIDENTIAL INFORMATION

County shall not use or disclose any information it receives from Vendor under this agreement that Vendor has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this agreement or as authorized in advance by Vendor. Vendor shall not disclose any information it receives from County, that County has previously identified as confidential, and that Vendor determines, in its sole discretion, is protected from mandatory public disclosure under a specific exception to the North Dakota open records law found in North Dakota Century Code § 44-04-18 et. seq. the duty of Vendor and County to maintain confidentiality of information under this section continues beyond the term of this agreement, including any extensions or renewals.

15. WORK PRODUCT, EQUIPMENT, AND MATERIALS

All work product, equipment, and materials created or purchased under this agreement belong to Vendor and must be delivered to Vendor at Vendor's request upon expiration or termination of this agreement. County agrees that all materials prepared under this agreement are "works for hire" within the meaning of copyright laws of the United States and assigns to Vendor all rights and interests County may have in the materials it prepares under this agreement, including documents to enable Vendor to protect its rights under this section. Vendor must provide written approval of County's use of work product or materials for purposes outside the scope of this agreement.

16. COMPLIANCE WITH PUBLIC RECORDS LAW

County understands that, except for disclosures prohibited in this agreement, Vendor must disclose to the public upon request any records it receives from the County. County further understands that any records obtained or generated by County under this agreement, except for records that are defined confidential under this agreement, may be open to the public upon request under certain circumstances under the North Dakota Century Code § 44-04-18 et. seq. County agrees to contact Vendor immediately upon receiving a request for information under the open records law and to comply with Vendor's instructions on how to respond to the request.

17. NONDISCRIMINATION – COMPLIANCE WITH LAWS

Vendor shall comply with all laws, rules and policies, including those relating to nondiscrimination, accessibility and civil rights. Vendor shall timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation, and workers' compensation premiums. Vendor also shall have and keep current at all times during the term of this agreement all licenses and permits required by law.

Chip Ammerman, Executive Director
Cass County Social Services

Date

Chad Peterson, Chair
Cass County Social Service Board

Date

Wendy Jacobson, Executive Director
Ransom County Social Services

Date

Chair
Ransom County Social Service Board

Date

Federal ID Number

SUBJECT: CONTRACTS

ADOPTED DATE: OCTOBER 2, 2000

PAGE 1 OF 1

All contracts which bind Cass County must contain the signature of the commission chairman. Prior to being placed on the commission agenda, the department head should forward the contract to the state's attorney for review.

A standardized form may be used when presenting contracts to the commission for approval as follows:

COMPANY REQUESTING CONTRACT: Richland County Social Services

DATE OF REQUEST: 11/5/14 DATE OF EXPECTED RETURN
TO THE COMMISSION OFFICE: _____

DEPARTMENT HEAD RECOMMENDING SIGNATURE: 

STATE'S ATTORNEY SIGNATURE: _____

STATE'S ATTORNEY COMMENTS:

CHAIRMAN TO SIGN ORIGINAL AGREEMENT

Contracts shall be on a calendar-year basis, whenever possible.

As a part of the consent agenda for each regular commission meeting, the subject of "Contracts" will be automatically included.

Therefore, departments may submit contracts for board approval up to the day of each commission meeting. Contract approval will be subject to state's attorney review within five days after being approved by the county commission.

HISTORICAL REFERENCE DATE: MAY 4, 1992

PURCHASE OF SERVICE AGREEMENT

Cass County Social Services (Vendor), PO Box 2986, Fargo, ND 58108-2986, proposes to provide the services identified in the Scope of Service paragraph below to Richland County Social Services (County), 413 3rd Ave. N, Wahpeton, ND 58075 through the purchase of those services.

The County and Vendor therefore enter into the following:

1. TERM OF THE AGREEMENT

This agreement runs from January 1, 2015, through June 30, 2015. This agreement may be terminated at any time by mutual consent of both parties, or upon 30-days' written notice by either party, with or without cause.

2. SCOPE OF SERVICE

Vendor shall provide Vulnerable Adult Protective Services in Region V according to the following:

- A. Vendor shall provide a program of Vulnerable Adult Protective Services throughout Cass, Ransom, Richland, Sargent, Steele and Traill counties to vulnerable adults who meet program criteria for Vulnerable Adult Protective Services. The program criteria is defined by the North Dakota Department of Human Services Manual, Vulnerable Adult Protective Services Policy and Procedures, made a part of this agreement by reference here.
- B. Vendor will provide quarterly reports to the County based upon Vulnerable Adult Protective Services Data Compilation form.
- C. Vendor shall access services and remedies for clients, including staffing Vulnerable Adult Protective Services cases on a weekly basis with a representative of the County.
- D. Vendor shall contact the County on at least a semi-annual basis to update them on Vulnerable Adult Protective Services in Region V and ask for their input.
- E. Vendor will provide to the County a summary of Vulnerable Adult Protective Services and findings covering a six month period from January 1, 2015 through June 30, 2015.

Vendor shall comply with N.D.C.C. Chapter 50-25.2 in providing Vulnerable Adult Protective Services, made a part of this agreement by reference here.

3. COMPENSATION

County agrees to pay Vendor \$5,564 per quarter at the end of March and June, 2015. Total payment under this agreement may not exceed \$11,128. Vendor shall submit its request for reimbursement to County monthly. Vendor shall submit its final payment request to County no later than 15 days after the expiration or termination of this agreement.

4. COUNTY'S UNDERSTANDING OF TERM OF FUNDING

Vendor understands that this agreement is a one-time agreement, and acknowledges that it has received no assurances that this agreement may be extended beyond its expiration date.

5. VENDOR ASSURANCES

This agreement will be construed according to the laws of the State of North Dakota. In connection with furnishing supplies or performing work under this agreement, persons who contract with or receive funds to provide services to County are obligated and agree to comply with all local, state, and federal laws, regulations, and executive orders related to the performance of this agreement including the following: Fair Labor Standards Act, Equal Pay Acts of 1963, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the North Dakota Human Rights Act, the

Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Drug-Free Work Act of 1988, The Americans with Disabilities Act of 1990, Alcohol, Drug Abuse and Mental Health Administration Reorganization Act of 1992 and the Pro-Children Act of 1994.

By signing this agreement Vendor certifies that neither Vendor, Subcontractor, nor their principals, are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions with the State or Federal Government by any Department or Agency of the State or Federal Government.

Vendor must be an approved Vendor with the Office of Management and Budget within the State of North Dakota as required by North Dakota Century Code 54-44.4-09.

6. TERMINATION FOR LACK OF FUNDING OR AUTHORITY

Vendor may terminate this agreement effective upon delivery of written notice to County or on any later date stated in the notice, if:

- A. Funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in indicated quantities or for the indicated term. The agreement may be modified by mutual consent of the parties in writing to accommodate a reduction in funds.
- B. Federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.
- C. Any license, permit, or certificate required by law or rule, or by this agreement, is for any reason denied, revoked, suspended, or not renewed.

Any termination of this agreement under this section is without prejudice to any obligation or liabilities of either party already accrued prior to termination.

7. DELAY OR DEFAULT FORCE MAJEURE

Vendor shall not be held responsible for delay or default caused by fire, flood, riot, acts of God or war if the event is beyond Vendor's reasonable control, and Vendor gives notice to County immediately upon occurrence of the event that caused, or is reasonably expected to cause, the delay or default.

8. INDEMNITY

County agrees to defend, indemnify, and hold harmless the Vendor, its agency, officers and employees, from and against claims based on the vicarious liability of the Vendor or its agents, but not against claims based on the Vendor's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by County to the Vendor under this provision must be free of any conflicts of interest even if retention of separate legal counsel for the Vendor is necessary. County also agrees to defend, indemnify, and hold the Vendor harmless for all costs, expenses and attorneys' fees incurred if the Vendor prevails in an action against County in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

9. ACCESS TO BOOKS AND RECORDS

Vendor and County and their duly authorized representatives shall provide access to the books, documents, papers, and records of County and Vendor which are pertinent to the services provided

under this agreement for the purpose of making an audit or examination, or for making excerpts and transcripts. This documentation must be available for a period of three years from the date of submission of the final expenditures report.

10. NOTICE

Any notice or other communication required under this agreement must be given by registered or certified mail and is complete on the date mailed when addressed to the parties at the following address:

Cass County Social Services
P.O. Box 2986
Fargo, ND 58108-2986

Notice provided under this provision does not meet the notice requirements for monetary claims against State found at North Dakota Century Code § 32-12.2-04.

11. INTEGRATION, MODIFICATION, AND SEVERABILITY

This agreement constitutes the entire agreement between Vendor and County. There are no understandings, agreements, or representations, oral or written, not specified within this agreement. No alteration, amendment, or modification of this agreement is effective unless it is reduced in writing, signed by the parties, and attached to the agreement. If any term of this agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the agreement does not contain the illegal or unenforceable term.

12. APPLICABLE LAW

This agreement is governed by and construed according to the laws of the State of North Dakota. Any action to enforce this agreement must be adjudicated exclusively in the state District Court of Cass, North Dakota.

13. ASSIGNMENT

Neither party may assign this agreement or the party's rights under this agreement without the written approval of the other party. Approval to assign may not be unreasonably withheld. This agreement is equally binding on the respective parties and their successors and assigns.

14. CONFIDENTIAL INFORMATION

County shall not use or disclose any information it receives from Vendor under this agreement that Vendor has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this agreement or as authorized in advance by Vendor. Vendor shall not disclose any information it receives from County, that County has previously identified as confidential, and that Vendor determines, in its sole discretion, is protected from mandatory public disclosure under a specific exception to the North Dakota open records law found in North Dakota Century Code § 44-04-18 et. seq. the duty of Vendor and County to maintain confidentiality of information under this section continues beyond the term of this agreement, including any extensions or renewals.

15. WORK PRODUCT, EQUIPMENT, AND MATERIALS

All work product, equipment, and materials created or purchased under this agreement belong to Vendor and must be delivered to Vendor at Vendor's request upon expiration or termination of this agreement. County agrees that all materials prepared under this agreement are "works for hire" within the meaning of copyright laws of the United States and assigns to Vendor all rights and interests County may have in the materials it prepares under this agreement, including documents to enable Vendor to protect its rights under this section. Vendor must provide written approval of County's use of work product or materials for purposes outside the scope of this agreement.

16. COMPLIANCE WITH PUBLIC RECORDS LAW

County understands that, except for disclosures prohibited in this agreement, Vendor must disclose to the public upon request any records it receives from the County. County further understands that any records obtained or generated by County under this agreement, except for records that are defined confidential under this agreement, may be open to the public upon request under certain circumstances under the North Dakota Century Code § 44-04-18 et. seq. County agrees to contact Vendor immediately upon receiving a request for information under the open records law and to comply with Vendor's instructions on how to respond to the request.

17. NONDISCRIMINATION – COMPLIANCE WITH LAWS

County shall comply with all laws, rules and policies, including those relating to nondiscrimination, accessibility and civil rights. County shall timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation, and workers' compensation premiums. County also shall have and keep current at all times during the term of this agreement all licenses and permits required by law.

Chlp Ammerman, Executive Director
Cass County Social Services

Date

Chad Peterson, Chair
Cass County Social Service Board

Date

Director
Richland County Social Services

Date

Chair
Richland County Social Services Board

Date

County Federal ID Number

SUBJECT: CONTRACTS

ADOPTED DATE: OCTOBER 2, 2000

PAGE 1 OF 1

All contracts which bind Cass County must contain the signature of the commission chairman. Prior to being placed on the commission agenda, the department head should forward the contract to the state's attorney for review.

A standardized form may be used when presenting contracts to the commission for approval as follows:

COMPANY REQUESTING CONTRACT: Sargent County Social Services

DATE OF REQUEST: 11/5/14 DATE OF EXPECTED RETURN
TO THE COMMISSION OFFICE: _____

DEPARTMENT HEAD RECOMMENDING SIGNATURE: 

STATE'S ATTORNEY SIGNATURE: _____

STATE'S ATTORNEY COMMENTS:

CHAIRMAN TO SIGN ORIGINAL AGREEMENT

Contracts shall be on a calendar-year basis, whenever possible.

As a part of the consent agenda for each regular commission meeting, the subject of "Contracts" will be automatically included.

Therefore, departments may submit contracts for board approval up to the day of each commission meeting. Contract approval will be subject to state's attorney review within five days after being approved by the county commission.

HISTORICAL REFERENCE DATE: MAY 4, 1992

PURCHASE OF SERVICE AGREEMENT

Cass County Social Services (Vendor), P.O. Box 2986, Fargo, ND 58108-2986, proposes to provide the services identified in the Scope of Service paragraph below to Sargent County Social Services (County), 355 Main St. S, Forman, ND 58032 through the purchase of those services.

The County and Vendor therefore enter into the following:

1. TERM OF THE AGREEMENT

This agreement runs from January 1, 2015, through June 30, 2015. This agreement may be terminated at any time by mutual consent of both parties, or upon 30-days' written notice by either party, with or without cause.

2. SCOPE OF SERVICE

Vendor shall provide Vulnerable Adult Protective Services in Region V according to the following:

- A. Vendor shall provide a program of Vulnerable Adult Protective Services throughout Cass, Ransom, Richland, Sargent, Steele and Traill counties to vulnerable adults who meet program criteria for Vulnerable Adult Protective Services. The program criteria is defined by the North Dakota Department of Human Services Manual, Vulnerable Adult Protective Services Policy and Procedures, made a part of this agreement by reference here.
- B. Vendor will provide quarterly reports to the County based upon Vulnerable Adult Protective Services Data Compilation form.
- C. Vendor shall access services and remedies for clients, including staffing Vulnerable Adult Protective Services cases on a weekly basis with a representative of County.
- D. Vendor shall contact County on at least a semi-annual basis to update them on Vulnerable Adult Protective Services in Region V and ask for their input.
- E. Vendor will provide to County a summary of Vulnerable Adult Protective Services and findings covering a six month period from January 1, 2015 through June 30, 2015.

Vendor shall comply with N.D.C.C. Chapter 50-25.2 in providing Vulnerable Adult Protective Services, made a part of this agreement by reference here.

3. COMPENSATION

County agrees to pay Vendor six month payment of \$2,611 as per agreement between County Director and Vendor Director.

4. COUNTY'S UNDERSTANDING OF TERM OF FUNDING

Vendor understands that this agreement is a one-time agreement, and acknowledges that it has received no assurances that this agreement may be extended beyond its expiration date.

5. VENDOR ASSURANCES

This agreement will be construed according to the laws of the State of North Dakota. In connection with furnishing supplies or performing work under this agreement, persons who contract with or receive funds to provide services to COUNTY are obligated and agree to comply with all local, state, and federal laws, regulations, and executive orders related to the performance of this agreement including the following: Fair Labor Standards Act, Equal Pay Acts of 1963, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the North Dakota Human Rights Act, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Drug-Free

Work Act of 1988, The Americans with Disabilities Act of 1990, Alcohol, Drug Abuse and Mental Health Administration Reorganization Act of 1992 and the Pro-Children Act of 1994.

By signing this agreement Vendor certifies that neither Vendor, Subcontractor, nor their principals, are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions with the State or Federal Government by any Department or Agency of the State or Federal Government.

Vendor must be an approved Vendor with the Office of Management and Budget within the State of North Dakota as required by North Dakota Century Code 54-44.4-09.

6. TERMINATION FOR LACK OF FUNDING OR AUTHORITY

Vendor may terminate this agreement effective upon delivery of written notice to County or on any later date stated in the notice, if:

- A. Funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in indicated quantities or for the indicated term. The agreement may be modified by mutual consent of the parties in writing to accommodate a reduction in funds.
- B. Federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.
- C. Any license, permit, or certificate required by law or rule, or by this agreement, is for any reason denied, revoked, suspended, or not renewed.

Any termination of this agreement under this section is without prejudice to any obligation or liabilities of either party already accrued prior to termination.

7. DELAY OR DEFAULT FORCE MAJEURE

Vendor shall not be held responsible for delay or default caused by fire, flood, riot, acts of God or war if the event is beyond Vendor's reasonable control, and Vendor gives notice to County immediately upon occurrence of the event that caused, or is reasonably expected to cause, the delay or default.

8. INDEMNITY

County agrees to defend, indemnify, and hold harmless the Vendor, its agency, officers and employees, from and against claims based on the vicarious liability of the Vendor or its agents, but not against claims based on the Vendor's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by County to the Vendor under this provision must be free of any conflicts of interest even if retention of separate legal counsel for the Vendor is necessary. County also agrees to defend, indemnify, and hold the Vendor harmless for all costs, expenses and attorneys' fees incurred if the Vendor prevails in an action against County in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

9. ACCESS TO BOOKS AND RECORDS

Vendor and County and their duly authorized representatives shall provide access to the books, documents, papers, and records of County and Vendor which are pertinent to the services provided under this agreement for the purpose of making an audit or examination, or for making excerpts and transcripts. This documentation must be available for a period of three years from the date of submission of the final expenditures report.

10. NOTICE

Any notice or other communication required under this agreement must be given by registered or certified mail and is complete on the date mailed when addressed to the parties at the following address:

Cass County Social Services
P.O. Box 2986
Fargo, ND 58108-2986

Notice provided under this provision does not meet the notice requirements for monetary claims against State found at North Dakota Century Code § 32-12.2-04.

11. INTEGRATION, MODIFICATION, AND SEVERABILITY

This agreement constitutes the entire agreement between Vendor and County. There are no understandings, agreements, or representations, oral or written, not specified within this agreement. No alteration, amendment, or modification of this agreement is effective unless it is reduced in writing, signed by the parties, and attached to the agreement. If any term of this agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the agreement does not contain the illegal or unenforceable term.

12. APPLICABLE LAW

This agreement is governed by and construed according to the laws of the State of North Dakota. Any action to enforce this agreement must be adjudicated exclusively in the state District Court of Cass, North Dakota.

13. ASSIGNMENT

Neither party may assign this agreement or the party's rights under this agreement without the written approval of the other party. Approval to assign may not be unreasonably withheld. This agreement is equally binding on the respective parties and their successors and assigns.

14. CONFIDENTIAL INFORMATION

County shall not use or disclose any information it receives from Vendor under this agreement that Vendor has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this agreement or as authorized in advance by Vendor. Vendor shall not disclose any information it receives from County, that County has previously identified as confidential, and that Vendor determines, in its sole discretion, is protected from mandatory public disclosure under a specific exception to the North Dakota open records law found in North Dakota Century Code § 44-04-18 et. seq. the duty of Vendor and County to maintain confidentiality of information under this section continues beyond the term of this agreement, including any extensions or renewals.

15. WORK PRODUCT, EQUIPMENT, AND MATERIALS

All work product, equipment, and materials created or purchased under this agreement belong to Vendor and must be delivered to Vendor at Vendor's request upon expiration or termination of this agreement. County agrees that all materials prepared under this agreement are "works for hire" within the meaning of copyright laws of the United States and assigns to Vendor all rights and interests County may have in the materials it prepares under this agreement, including documents to enable

Vendor to protect its rights under this section. Vendor must provide written approval of County's use of work product or materials for purposes outside the scope of this agreement.

16. COMPLIANCE WITH PUBLIC RECORDS LAW

County understands that, except for disclosures prohibited in this agreement, Vendor must disclose to the public upon request any records it receives from the County. County further understands that any records obtained or generated by County under this agreement, except for records that are defined confidential under this agreement, may be open to the public upon request under certain circumstances under the North Dakota Century Code § 44-04-18 et. seq. County agrees to contact Vendor immediately upon receiving a request for information under the open records law and to comply with Vendor's instructions on how to respond to the request.

17. NONDISCRIMINATION – COMPLIANCE WITH LAWS

Vendor shall comply with all laws, rules and policies, including those relating to nondiscrimination, accessibility and civil rights. Vendor shall timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation, and workers' compensation premiums. Vendor also shall have and keep current at all times during the term of this agreement all licenses and permits required by law.

Chip Ammerman, Executive Director
Cass County Social Services

Date

Chad Peterson, Chair
Cass County Social Service Board

Date

Wendy Jacobson, Executive Director
Sargent County Social Services

Date

Chair
Sargent County Social Service Board

Date

Federal ID Number

SUBJECT: CONTRACTS

ADOPTED DATE: OCTOBER 2, 2000

PAGE 1 OF 1

All contracts which bind Cass County must contain the signature of the commission chairman. Prior to being placed on the commission agenda, the department head should forward the contract to the state's attorney for review.

A standardized form may be used when presenting contracts to the commission for approval as follows:

COMPANY REQUESTING CONTRACT: Steele County Social Services

DATE OF REQUEST: 11/5/14 DATE OF EXPECTED RETURN
TO THE COMMISSION OFFICE: _____

DEPARTMENT HEAD RECOMMENDING SIGNATURE: 

STATE'S ATTORNEY SIGNATURE: _____

STATE'S ATTORNEY COMMENTS:

CHAIRMAN TO SIGN ORIGINAL AGREEMENT

Contracts shall be on a calendar-year basis, whenever possible.

As a part of the consent agenda for each regular commission meeting, the subject of "Contracts" will be automatically included.

Therefore, departments may submit contracts for board approval up to the day of each commission meeting. Contract approval will be subject to state's attorney review within five days after being approved by the county commission.

HISTORICAL REFERENCE DATE: MAY 4, 1992

PURCHASE OF SERVICE AGREEMENT

Cass County Social Services (Vendor), P.O. Box 2986, Fargo, ND 58108-2986, proposes to provide the services identified in the Scope of Service paragraph below to Steele County (County), P.O. Box 276, Finley, ND 58230 through the purchase of those services.

The County and Vendor therefore enter into the following:

1. TERM OF THE AGREEMENT

This agreement runs from January 1, 2015, through June 30, 2015. This agreement may be terminated at any time by mutual consent of both parties, or upon 30-days' written notice by either party, with or without cause.

2. SCOPE OF SERVICE

Vendor shall provide Vulnerable Adult Protective Services in Region V according to the following:

- A. Vendor shall provide a program of Vulnerable Adult Protective Services throughout Cass, Ransom, Richland, Sargent, Steele and Traill counties to vulnerable adults who meet program criteria for Vulnerable Adult Protective Services. The program criteria is defined by the North Dakota Department of Human Services Manual, Vulnerable Adult Protective Services Policy and Procedures, made a part of this agreement by reference here.
- B. Vendor will provide quarterly reports to the County based upon Vulnerable Adult Protective Services Data Compilation form.
- C. Vendor shall access services and remedies for clients, including staffing Vulnerable Adult Protective Services cases on a weekly basis with a representative of the County.
- D. Vendor shall contact the County on at least a semi-annual basis to update them on Vulnerable Adult Protective Services in Region V and ask for their input.
- E. Vendor will provide to the County a summary of Vulnerable Adult Protective Services and findings covering a six month period from January 1, 2015 to June 30, 2015.

Vendor shall comply with N.D.C.C. Chapter 50-25.2 in providing Vulnerable Adult Protective Services, made a part of this agreement by reference here.

3. COMPENSATION

County agrees to pay Vendor a six month payment of \$1,347 by March 30, 2015.

4. COUNTY'S UNDERSTANDING OF TERM OF FUNDING

Vendor understands that this agreement is a one-time agreement, and acknowledges that it has received no assurances that this agreement may be extended beyond its expiration date.

5. VENDOR ASSURANCES

This agreement will be construed according to the laws of the State of North Dakota. In connection with furnishing supplies or performing work under this agreement, persons who contract with or receive funds to provide services to County are obligated and agree to comply with all local, state, and federal laws, regulations, and executive orders related to the performance of this agreement including the following: Fair labor Standards Act, Equal Pay Acts of 1963, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the North Dakota Human Rights Act, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Drug-Free Work

Act of 1988, The Americans with Disabilities Act of 1990, Alcohol, Drug Abuse and Mental Health Administration Reorganization Act of 1992 and the Pro-Children Act of 1994.

By signing this agreement Vendor certifies that neither Vendor, Subcontractor, nor their principals, are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions with the State or Federal Government by any Department or Agency of the State or Federal Government.

Vendor must be an approved Vendor with the Office of Management and Budget within the State of North Dakota as required by North Dakota Century Code 54-44.4-09.

6. TERMINATION FOR LACK OF FUNDING OR AUTHORITY

Vendor may terminate this agreement effective upon delivery of written notice to County or on any later date stated in the notice, if:

- A. Funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in indicated quantities or for the indicated term. The agreement may be modified by mutual consent of the parties in writing to accommodate a reduction in funds.
- B. Federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.
- C. Any license, permit, or certificate required by law or rule, or by this agreement, is for any reason denied, revoked, suspended, or not renewed.

Any termination of this agreement under this section is without prejudice to any obligation or liabilities of either party already accrued prior to termination.

7. DELAY OR DEFAULT FORCE MAJEURE

Vendor shall not be held responsible for delay or default caused by fire, flood, riot, acts of God or war if the event is beyond Vendor's reasonable control, and Vendor gives notice to County immediately upon occurrence of the event that caused, or is reasonably expected to cause, the delay or default.

8. INDEMNITY

County agrees to defend, indemnify, and hold harmless the Vendor, its agency, officers and employees, from and against claims based on the vicarious liability of the Vendor or its agents, but not against claims based on the Vendor's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by County to the Vendor under this provision must be free of any conflicts of interest even if retention of separate legal counsel for the Vendor is necessary. County also agrees to defend, indemnify, and hold the Vendor harmless for all costs, expenses and attorneys' fees incurred if the Vendor prevails in an action against County in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

9. ACCESS TO BOOKS AND RECORDS

Vendor and County and their duly authorized representatives shall provide access to the books, documents, papers, and records of County and Vendor which are pertinent to the services provided under this agreement for the purpose of making an audit or examination, or for making excerpts and transcripts. This documentation must be available for a period of three years from the date of submission of the final expenditures report.

10. NOTICE

Any notice or other communication required under this agreement must be given by registered or certified mail and is complete on the date mailed when addressed to the parties at the following address:

Cass County Social Services
P.O. Box 2986
Fargo, ND 58108-2986

Notice provided under this provision does not meet the notice requirements for monetary claims against State found at North Dakota Century Code § 32-12.2-04.

11. INTEGRATION, MODIFICATION, AND SEVERABILITY

This agreement constitutes the entire agreement between Vendor and County. There are no understandings, agreements, or representations, oral or written, not specified within this agreement. No alteration, amendment, or modification of this agreement is effective unless it is reduced in writing, signed by the parties, and attached to the agreement. If any term of this agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the agreement does not contain the illegal or unenforceable term.

12. APPLICABLE LAW

This agreement is governed by and construed according to the laws of the State of North Dakota. Any action to enforce this agreement must be adjudicated exclusively in the state District Court of Cass, North Dakota.

13. ASSIGNMENT

Neither party may assign this agreement or the party's rights under this agreement without the written approval of the other party. Approval to assign may not be unreasonably withheld. This agreement is equally binding on the respective parties and their successors and assigns.

14. CONFIDENTIAL INFORMATION

County shall not use or disclose any information it receives from Vendor under this agreement that Vendor has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this agreement or as authorized in advance by Vendor. Vendor shall not disclose any information it receives from County, that County has previously identified as confidential, and that Vendor determines, in its sole discretion, is protected from mandatory public disclosure under a specific exception to the North Dakota open records law found in North Dakota Century Code § 44-04-18 et. seq. the duty of Vendor and County to maintain confidentiality of information under this section continues beyond the term of this agreement, including any extensions or renewals.

15. WORK PRODUCT, EQUIPMENT, AND MATERIALS

All work product, equipment, and materials created or purchased under this agreement belong to Vendor and must be delivered to Vendor at Vendor's request upon expiration or termination of this agreement. County agrees that all materials prepared under this agreement are "works for hire" within the meaning of copyright laws of the United States and assigns to Vendor all rights and interests

County may have in the materials it prepares under this agreement, including documents to enable Vendor to protect its rights under this section. Vendor must provide written approval of County's use of work product or materials for purposes outside the scope of this agreement.

16. COMPLIANCE WITH PUBLIC RECORDS LAW

County understands that, except for disclosures prohibited in this agreement, Vendor must disclose to the public upon request any records it receives from the County. County further understands that any records obtained or generated by County under this agreement, except for records that are defined confidential under this agreement, may be open to the public upon request under certain circumstances under the North Dakota Century Code § 44-04-18 et. seq. County agrees to contact Vendor immediately upon receiving a request for information under the open records law and to comply with Vendor's instructions on how to respond to the request.

17. NONDISCRIMINATION – COMPLIANCE WITH LAWS

County shall comply with all laws, rules and policies, including those relating to nondiscrimination, accessibility and civil rights. County shall timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation, and workers' compensation premiums. County also shall have and keep current at all times during the term of this agreement all licenses and permits required by law.

Chip Ammerman, Executive Director
Cass County Social Services

Date

Chad Peterson, Chair
Cass County Social Service Board

Date

Executive Director
Steele County Social Services

Date

Chair
Steele County Social Services Board

Date

County Federal ID Number

SUBJECT: CONTRACTS

ADOPTED DATE: OCTOBER 2, 2000

PAGE 1 OF 1

All contracts which bind Cass County must contain the signature of the commission chairman. Prior to being placed on the commission agenda, the department head should forward the contract to the state's attorney for review.

A standardized form may be used when presenting contracts to the commission for approval as follows:

COMPANY REQUESTING CONTRACT: Trail County Social Services

DATE OF REQUEST: 11/5/14 DATE OF EXPECTED RETURN
TO THE COMMISSION OFFICE: _____

DEPARTMENT HEAD RECOMMENDING SIGNATURE: 

STATE'S ATTORNEY SIGNATURE: _____

STATE'S ATTORNEY COMMENTS:

CHAIRMAN TO SIGN ORIGINAL AGREEMENT

Contracts shall be on a calendar-year basis, whenever possible.

As a part of the consent agenda for each regular commission meeting, the subject of "Contracts" will be automatically included.

Therefore, departments may submit contracts for board approval up to the day of each commission meeting. Contract approval will be subject to state's attorney review within five days after being approved by the county commission.

HISTORICAL REFERENCE DATE: MAY 4, 1992

PURCHASE OF SERVICE AGREEMENT

Cass County Social Services (Vendor), P.O. Box 2986, Fargo, ND 58108-2986, proposes to provide the services identified in the Scope of Service paragraph below to Traill County (County), P.O. Box 190, Hillsboro, ND 58045 through the purchase of those services.

The County and Vendor therefore enter into the following:

1. TERM OF THE AGREEMENT

This agreement runs from January 1, 2015, through June 30, 2015. This agreement may be terminated at any time by mutual consent of both parties, or upon 30-days' written notice by either party, with or without cause.

2. SCOPE OF SERVICE

Vendor shall provide Vulnerable Adult Protective Services in Region V according to the following:

- A. Vendor shall provide a program of Vulnerable Adult Protective Services throughout Cass, Ransom, Richland, Sargent, Steele and Traill counties to vulnerable adults who meet program criteria for Vulnerable Adult Protective Services. The program criteria is defined by the North Dakota Department of Human Services Manual, Vulnerable Adult Protective Services Policy and Procedures, made a part of this agreement by reference here.
- B. Vendor will provide quarterly reports to the County based upon Vulnerable Adult Protective Services Data Compilation form.
- C. Vendor shall access services and remedies for clients, including staffing Vulnerable Adult Protective Services cases on a weekly basis with a representative of the County.
- D. Vendor shall contact the County on at least a semi-annual basis to update them on Vulnerable Adult Protective Services in Region V and ask for their input
- E. Vendor will provide to the County a summary of Vulnerable Adult Protective Services and findings covering a six month period from January 1, 2015 through June 30, 2015.

Vendor shall comply with N.D.C.C. Chapter 50-25.2 in providing Vulnerable Adult Protective Services, made a part of this agreement by reference here.

3. COMPENSATION

County agrees to pay Vendor a six month payment of \$5,537 by March 30, 2015.

4. COUNTY'S UNDERSTANDING OF TERM OF FUNDING

Vendor understands that this agreement is a one-time agreement, and acknowledges that it has received no assurances that this agreement may be extended beyond its expiration date.

5. VENDOR ASSURANCES

This agreement will be construed according to the laws of the State of North Dakota. In connection with furnishing supplies or performing work under this agreement, persons who contract with or receive funds to provide services to County are obligated and agree to comply with all local, state, and federal laws, regulations, and executive orders related to the performance of this agreement including the following: Fair labor Standards Act, Equal Pay Acts of 1963, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the North Dakota Human Rights Act, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Drug-Free Work

Act of 1988, The Americans with Disabilities Act of 1990, Alcohol, Drug Abuse and Mental Health Administration Reorganization Act of 1992 and the Pro-Children Act of 1994.

By signing this agreement Vendor certifies that neither Vendor, Subcontractor, nor their principals, are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions with the State or Federal Government by any Department or Agency of the State or Federal Government.

Vendor must be an approved Vendor with the Office of Management and Budget within the State of North Dakota as required by North Dakota Century Code 54-44.4-09.

6. TERMINATION FOR LACK OF FUNDING OR AUTHORITY

Vendor may terminate this agreement effective upon delivery of written notice to County or on any later date stated in the notice, if:

- A. Funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in indicated quantities or for the indicated term. The agreement may be modified by mutual consent of the parties in writing to accommodate a reduction in funds.
- B. Federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.
- C. Any license, permit, or certificate required by law or rule, or by this agreement, is for any reason denied, revoked, suspended, or not renewed.

Any termination of this agreement under this section is without prejudice to any obligation or liabilities of either party already accrued prior to termination.

7. DELAY OR DEFAULT FORCE MAJEURE

Vendor shall not be held responsible for delay or default caused by fire, flood, riot, acts of God or war if the event is beyond Vendor's reasonable control, and Vendor gives notice to County immediately upon occurrence of the event that caused, or is reasonably expected to cause, the delay or default.

8. INDEMNITY

County agrees to defend, indemnify, and hold harmless the Vendor, its agency, officers and employees, from and against claims based on the vicarious liability of the Vendor or its agents, but not against claims based on the Vendor's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by County to the Vendor under this provision must be free of any conflicts of interest even if retention of separate legal counsel for the Vendor is necessary. County also agrees to defend, indemnify, and hold the Vendor harmless for all costs, expenses and attorneys' fees incurred if the Vendor prevails in an action against County in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

9. ACCESS TO BOOKS AND RECORDS

Vendor and County and their duly authorized representatives shall provide access to the books, documents, papers, and records of County and Vendor which are pertinent to the services provided under this agreement for the purpose of making an audit or examination, or for making excerpts and transcripts. This documentation must be available for a period of three years from the date of submission of the final expenditures report.

10. NOTICE

Any notice or other communication required under this agreement must be given by registered or certified mail and is complete on the date mailed when addressed to the parties at the following address:

Cass County Social Services
P.O. Box 2986
Fargo, ND 58108-2986

Notice provided under this provision does not meet the notice requirements for monetary claims against State found at North Dakota Century Code § 32-12.2-04.

11. INTEGRATION, MODIFICATION, AND SEVERABILITY

This agreement constitutes the entire agreement between Vendor and County. There are no understandings, agreements, or representations, oral or written, not specified within this agreement. No alteration, amendment, or modification of this agreement is effective unless it is reduced in writing, signed by the parties, and attached to the agreement. If any term of this agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the agreement does not contain the illegal or unenforceable term.

12. APPLICABLE LAW

This agreement is governed by and construed according to the laws of the State of North Dakota. Any action to enforce this agreement must be adjudicated exclusively in the state District Court of Cass, North Dakota.

13. ASSIGNMENT

Neither party may assign this agreement or the party's rights under this agreement without the written approval of the other party. Approval to assign may not be unreasonably withheld. This agreement is equally binding on the respective parties and their successors and assigns.

14. CONFIDENTIAL INFORMATION

County shall not use or disclose any information it receives from Vendor under this agreement that Vendor has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this agreement or as authorized in advance by Vendor. Vendor shall not disclose any information it receives from County, that County has previously identified as confidential, and that Vendor determines, in its sole discretion, is protected from mandatory public disclosure under a specific exception to the North Dakota open records law found in North Dakota Century Code § 44-04-18 et. seq. the duty of Vendor and County to maintain confidentiality of information under this section continues beyond the term of this agreement, including any extensions or renewals.

15. WORK PRODUCT, EQUIPMENT, AND MATERIALS

All work product, equipment, and materials created or purchased under this agreement belong to Vendor and must be delivered to Vendor at Vendor's request upon expiration or termination of this agreement. County agrees that all materials prepared under this agreement are "works for hire" within the meaning of copyright laws of the United States and assigns to Vendor all rights and interests

County may have in the materials it prepares under this agreement, including documents to enable Vendor to protect its rights under this section. Vendor must provide written approval of County's use of work product or materials for purposes outside the scope of this agreement.

16. COMPLIANCE WITH PUBLIC RECORDS LAW

County understands that, except for disclosures prohibited in this agreement, Vendor must disclose to the public upon request any records it receives from the County. County further understands that any records obtained or generated by County under this agreement, except for records that are defined confidential under this agreement, may be open to the public upon request under certain circumstances under the North Dakota Century Code § 44-04-18 et. seq. County agrees to contact Vendor immediately upon receiving a request for information under the open records law and to comply with Vendor's instructions on how to respond to the request.

17. NONDISCRIMINATION – COMPLIANCE WITH LAWS

County shall comply with all laws, rules and policies, including those relating to nondiscrimination, accessibility and civil rights. County shall timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation, and workers' compensation premiums. County also shall have and keep current at all times during the term of this agreement all licenses and permits required by law.

Chip Ammerman, Executive Director
Cass County Social Services

Date

Chad Peterson, Chair
Cass County Social Service Board

Date

Executive Director
Traill County Social Services

Date

Chair
Traill County Social Services Board

Date

County Federal ID Number

**EAP Full Service Contract For Services
Employee Assistance Program**

The following is a contract between CASS COUNTY and THE VILLAGE BUSINESS INSTITUTE, a division of The Village Family Service Center.

WHEREAS, The Village Business Institute is engaged in offering personal assistance to employees of business, industry and agencies and their families, and WHEREAS, CASS COUNTY desires to participate in this program:

THEREFORE, The Village Business Institute and CASS COUNTY agree to the following:

1. The Village Business Institute shall provide the following:
 - a. A Household Aggregate Model EAP. The Village Business Institute shall make available to each covered employee, a quantity of sessions equal to the number of household members times (x) 4. (Example: 5 household members times (x) 4 sessions per household member equals 20 available sessions for the household.) No household will have less than 8 available sessions. These sessions include access to the full range of counseling and programs available at The Village Business Institute EAP. If referred outside of The Village Business Institute EAP for medical reasons, it is the responsibility of the household member to arrange payment for the service. (Service may be covered by personal health insurance.) Sessions may be applied towards face to face mental health counseling, financial counseling, legal counseling, wellness/education, 24/7 crisis counseling, and CD Assessments/education.
 - b. Formal referral process is available for:
 - 1) Job performance issues
 - 2) Violation of Companies' Drug Free Workplace policy
 - 3) For employees falling under DOT (Department of Transportation) regulations, The Village Business Institute will locate and provide referrals to SAP (Substance Abuse Professional) that meets the requirements of federal regulations.
 - c. 8 hours of customized on-site or web-based employee or management training and /or crisis management services to meet the needs of CASS COUNTY .
 - d. Training hours available in the CASS COUNTY contract may also be used to have an EAP professional assist your organization(s) in integrating EAP services with work-life, wellness, human capital, and healthcare programs in order to provide a linked, comprehensive delivery of services. The Village Business Institute EAP professionals, upon request, will attend in person, via teleconference or web-based, department or committee meetings and provide input and coordination of EAP services. Training programs are the work production of The Village Business Institute and are not to be considered to be a product of any other agency.

- e. The Village Business Institute's consulting services are at a reduced rate to CASS COUNTY .
- f. Orientation sessions for management/supervisory staff in how to deal with troubled employees and how to use The Village Business Institute's employee assistance program.
- g. Orientation sessions for employees to explain The Village Business Institute's employee assistance program, how it used, and the services it offers. Sessions are scheduled to encourage 100% participation.
- h. Travel expenses for covered orientation and/or training within ND, SD, and MN are the sole responsibility of The Village Business Institute. Travel expenses for covered orientations/trainings outside of ND, SD, and MN shall be shared by the parties as follows: lodging and food will be the responsibility of The Village Business Institute; transportation costs shall be paid by CASS COUNTY .
- i. Toll-free Supervisor Helpline providing phone consultation to supervisors/managers in dealing with troubled employees. Supervisor Helpline services will be provided by EAP counseling and management specialists.
- j. Monthly employee newsletters focused on work-related issues, personal wellness and family dynamics.
- k. Quarterly newsletters focused on helping supervisors lead, teach and guide employees.
- l. Semi-annual statistical reports on program utilization.
- m. Services to an employee for ninety (90) days following termination/disability from CASS COUNTY .
- n. Brochures, posters, check stuffers or other appropriate information to encourage use of the program.

2. CASS COUNTY will provide the following:

- a. Endorse The Village Business Institute EAP program and incorporate it into existing personnel policies and procedures.
- b. Provide space in the workplace for brochures, posters or other appropriate information supplied by The Village Business Institute to encourage program use.
- c. Distribute to employees, monthly newsletters, quarterly supervisor newsletters and quarterly check stuffers. Newsletters and check stuffers may be in paper form or electronic form.
- d. Designate one or more contact persons to serve as liaison with The Village Business Institute and to assist in implementing the program.

- e. Provide an opportunity for all management and supervisory personnel to participate in training programs.
3. The terms of the contract shall be from January 1, 2015 to December 31, 2015 at a cost of \$30.00 per year per full-time equivalent employee (FTE) for 412 FTE employees. Total first year contract cost is \$12,360. FTE's will be confirmed annually.
 4. This contract is renewable on the date indicated in #3, except that either party may terminate this agreement upon thirty (30) days written notice to the other party.
 5. Both The Village Business Institute and CASS COUNTY shall maintain confidentiality of privileged information in accordance with applicable state and federal law. Identifying information about CASS COUNTY employees or household members using the program shall not be given out by The Village Business Institute under any circumstances unless the client signs an agreement authorizing The Village Business Institute permission to disclose such information. The Village Business Institute will use and disclose only the minimum necessary protected client information to accomplish the purpose for which the information is being used or disclosed. The Village Business Institute will maintain physical, electronic, and procedural safeguards that comply with federal regulation to guard protected client information.

Both The Village Business Institute and CASS COUNTY shall maintain the highest ethical and legal standards in all phases of the program.

The parties agree to indemnify and hold harmless the other party for actions, causes of action, suits, claims, judgments, settlements, liabilities, damages, penalties, losses, expenses, including without limitation, extra-contractual damages, court costs, attorney's fees, punitive and exemplary damages resulting from or arising out of any function under this Agreement, if the liability was the direct consequence of the action of the indemnifying party.

THE VILLAGE BUSINESS INSTITUTE
PO Box 9859
1201 25th St. S.
Fargo, ND 58106-9859

CASS COUNTY
PO Box 2806
Fargo, ND 58108

BY: *Foundra Bines*
Title: Account Executive
Date: 11-18-14

BY: _____
Title: _____
Date: _____

AGREEMENT FOR SERVICES

This proposal is our, the Provider's, offer to provide services to Cass County Government, the client. If Cass County accepts this offer by signing, the RFP requirements, this offer and the proposal shall constitute the consulting services agreement.

In addition, the Provider, and Cass County Government agree to the following:

- 1) **SCOPE OF SERVICES:** We mutually agree the accepted services as specified in the proposal and the RFP constitute the complete scope of services. The terms and conditions of the RFP are hereby incorporated as part of the contract.
- 2) **TERM:** This agreement shall commence on January 1, 2015, and end on December 31, 2015.
- 3) **FEES:** Cass County Government shall only pay pursuant to the terms in the proposal and RFP.
- 4) **BILLINGS:** The Provider shall bill Cass County Government on a monthly basis based on the annualized average number of monthly employees. Payments shall be made at the end of the month of service. For this contract, the average monthly FTE's shall be established at 412. This number will be reviewed annually.
- 5) **TERMINATION:** Either party may terminate this agreement with respect to tasks yet to be performed with thirty (30) days written notice mailed to the other party.
- 6) **EMPLOYMENT STATUS:** The Provider acknowledges that any services performed in connection with the Provider's duties and obligations, as created and provided for in this agreement, are performed in the capacity of an independent vendor. At no time during the performing of services as required by this contract will the Provider be considered an employee of Cass County Government.
- 7) **SUBCONTRACTS:** Sub-vendors to the Provider shall be considered agents of the Provider and agree to all accepted services as specified in the proposal and RFP.
- 8) **ACCESS TO RECORDS:** Cass County Government agrees that all participation by its members and their dependents in programs hereunder is confidential. The Provider shall not disclose any

individual employee or dependent information to the covered agency or its representatives without the prior written consent of the employee or family member. The Provider will have exclusive control over the direction and guidance of the professionals rendering services under this agreement. The Provider agrees to keep confidential all Cass County Government information obtained in the course of delivering services, unless otherwise required by law.

- 9) **OWNERSHIP OF WORK PRODUCT:** All work products of the Provider, including but not limited to, data, documents, drawings, estimates and actuarial calculations which are provided to Cass County Government under this agreement are the exclusive property of Cass County Government.
- 10) **APPLICABLE LAW AND VENUE:** This agreement shall be governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this contract must be brought in the District Court of Cass County, North Dakota.
- 11) **MERGER AND MODIFICATION:** This document, the provider proposal, and the RFP constitute the entire agreement between the parties. In the event of any inconsistency or conflict among the documents making up this agreement, the documents must control in this order of precedence: First—the terms of this contract, as may be amended; and Second—the county's request for proposal. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instances and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this agreement.
- 12) **INDEMNITY:** Provider shall comply with all applicable federal, state and local laws, rules and ordinances at all times in the performance of this agreement, and conduct its activities so as not to endanger any person or property. Provider agrees to indemnify and save and hold harmless Cass County Government, its officers and employees from any and all claims of any nature, including claims of employees or agents of Provider, resulting from or arising out of the activities of the Provider or its agents, officers or employees under this agreement.

- 13) **INSURANCE:** Provider shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, appropriate professional liability insurance, with minimum liability limits of \$500,000 per occurrence and \$1,000,000 in the aggregate for each employee conducting counseling services for Cass County employees. Provider shall also require all subcontractors to secure and keep in force during the term of the agreement, the same professional liability insurance coverage as provider. Any deductible or self-insured retention amount or other similar obligation under the policies must be the sole responsibility of the provider. Provider shall furnish a certificate of insurance to Cass County Government prior to the commencement of this agreement. Failure to provide insurance as required in this agreement is a material breach of contract entitling Cass County to terminate this agreement immediately.
- 14) **SEVERABILITY:** If any term in this contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms must not be affected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

CASS COUNTY GOVERNMENT

By: _____

WITNESS:

Date: _____

PROVIDER

By: _____

WITNESS:

Date: _____



Office of the Sheriff

Paul D. Laney, Sheriff

RECEIVED

NOV 14 2014

CASS COUNTY COMMISSION

November 14, 2014

Darrell Vanyo, Portfolio Commissioner
Cass County Commission
Cass County Courthouse
Fargo, ND 58103

Re: North Dakota Division of Counties, Division of Juvenile Services Grant Agreement
Consent Agenda December 1, 2014

Chairman Ken Pawluk,

This agreement is with the North Dakota Division of Counties, Division of Juvenile Services. The North Dakota Association of Counties (NDACo) has agreed to assist DJS in obtaining, coordinating, supervising, and administrating these detention support services and, Cass County (GRANTEE) is an appropriate agency to provide the detention support service of Attendant Care.

Move to authorize the chairman to sign the Professional Services Agreement with the North Dakota Department of Corrections, Division of Juvenile Services for Attendant Care services.

Should you have any questions, please contact our office.

Respectfully,

Michele D. Harmon, Captain
Administration/Court Services Division

Cass County Sheriff
211 9 St. S.
PO Box 488
Fargo, ND 58107-0488
Phone: 701-241-5800
Fax: 701-241-5805

Cass County Jail
450 34 St. S.
Fargo, ND 58103-2229
Phone: 701-271-2900
Fax: 701-271-2967

Cass County Detention
450 34 St. S.
Fargo, ND 58103-2229
Phone: 701-241-5845
Fax: 701-241-5936

GRANT AGREEMENT

WHEREAS, the Division of Juvenile Services (DJS) of the North Dakota Department of Corrections and Rehabilitation has determined the services referred to in the North Dakota Attendant Care Program Guidelines (Guidelines), form an appropriate basis for the expenditure of federal funds from the Office of Juvenile Justice and Delinquency Prevention (OJJDP); and

WHEREAS, the North Dakota Association of Counties (NDACo) has agreed to assist DJS in obtaining, coordinating, administrating, and monitoring Attendant Care services as defined in the Guidelines; and,

WHEREAS, Cass County Sheriff's Office (GRANTEE) is an appropriate agency to provide the Attendant Care services as defined in the Guidelines.

NOW, THEREFORE, the parties enter into the following:

A G R E E M E N T

I. TERM OF THE GRANT

The term of this agreement shall be in effect from January 1, 2015 until terminated pursuant to section IX. This agreement supersedes all previous agreements associated with the scope of services.

II. SCOPE OF SERVICES

The GRANTEE shall:

1. Provide Attendant Care services in conformance with all provisions of the North Dakota Attendant Care Program Guidelines (Guidelines);
2. Receive approval from DJS of a non-secure Attendant Care site;
3. Identify an individual or agency authorized to coordinate Attendant Care services;
4. Recruit and train individuals to serve as Attendant Care workers for the supervision of the youth placed at the Attendant Care site;
5. Ensure that all Attendant Care workers are over the age of 18, have had CPR/First Aid training, and a criminal background check;
6. Develop policies and procedures for the supervision of youth as outlined in the Guidelines;
7. Provide Attendant Care services to adjacent jurisdictions when the services are not filled with youth placed by local agencies;
8. Submit to NDACo all reports and documentation required by the Guidelines;
9. Allow NDACo to conduct on-site programmatic monitoring of Attendant Care services, as required pursuant to federal guidelines;
10. Attempt to comply with the requirements of Section 223(a) (11), (12) (A), (13) of the Juvenile Justice and Delinquency Prevention Act, which require the removal of status and non-offending juveniles from all secure confinement, and require the removal of all juveniles from adult jails.

III. COMPENSATION

DJS, through NDACo, shall provide reimbursement to the GRANTEE for Attendant Care services outlined in the Guidelines. GRANTEE may elect that reimbursement for the costs outlined in the Guidelines be sent directly to a third party provider of services.

IV. GRANTEE ASSURANCES

The GRANTEE agrees to comply with the grant conditions and assurances established by OJJDP for subgrant recipients of federal funds as detailed in the Office of Justice Programs Financial Guide and associated Federal Circulars.

The GRANTEE agrees to comply (and will require any subgrantees or contractors to comply) with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 USC § 3789d); the Victims of Crime Act (42 USC § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 USC § 5672(b)); the Civil Rights Act of 1964 (42 USC § 2000d); the Rehabilitation Act of 1973 (29 USC § 794); the Americans with Disabilities Act of 1990 (42 USC §§ 12131-34); the Education Amendments of 1972 (20 USC §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 USC §§ 6101-07); 28 CFR Part 35 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 CFR Part 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 CFR Part 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations).

To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, GRANTEE agrees to take reasonable steps to ensure the persons with Limited English Proficiency (LEP) have meaningful access to its programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. GRANTEE is encouraged to consider the need for language services for LEP persons served or encountered both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding LEP obligations can be found at <http://www.lep.gov>.

The GRANTEE agrees to designate a civil rights contact person who has lead responsibility in insuring that all applicable civil rights requirements, assurances, and conditions are met and who shall act as a liaison in all civil rights matters with the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs and the Office for Civil Rights, Office of Justice Programs.

The GRANTEE will inform the public and subgrantees of affected persons' rights to file a complaint of discrimination with the Office for Civil Rights, Office of Justice Programs for investigation. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs

and the North Dakota Department of Corrections and Rehabilitation, Division of Juvenile Services (DJS).

The GRANTEE will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs and DJS, if required to submit one; otherwise it will provide a certification to the Office of Civil Rights, Office of Justice Programs and DJS that it has a current EEO on file, if required to maintain one. If the award amount is less than \$25,000, or GRANTEE has less than 50 employees, regardless of the amount of the award, no EEO is required. Information about civil rights obligations can be found at <http://www.ojp.usdoj.gov/ocr/>.

The GRANTEE shall not retaliate against individuals for taking action or participating in action to secure rights protected by the above referenced laws.

V. AUTHORITY TO CONTRACT

The GRANTEE shall not have the authority to contract on behalf of or incur obligations on behalf of NDACo or DJS without written approval of NDACo and DJS. If such subcontract is approved, it shall acknowledge the binding nature of this agreement, and incorporate this agreement, together with its attachments as appropriate.

VI. INDEPENDENT ENTITY

The GRANTEE shall perform as an independent entity under this agreement. The GRANTEE, its employees, agents or representatives are not employees of NDACo or DJS. No part of this agreement shall be construed to represent the creation of an employer/employee relationship.

VII. AUDIT RESPONSIBILITY

The GRANTEE agrees to keep such financial records as are required for sub-grants of OJJDP Formula Grant awards, as detailed in the Office of Justice Programs Financial Guide and associated Federal Circulars. These records shall be made available to DJS, NDACo, or their agents, upon request at any time during normal business hours. The GRANTEE agrees to include these funds in the annual audit of its organization, and further agrees to allow DJS, NDACo, or their agents, to conduct an audit at the expense of DJS, NDACo, or their agents.

VIII. RETENTION/PRIVACY OF RECORDS

The GRANTEE agrees to retain the financial records identified in paragraph VII above, for a period of three years or until an audit is completed and closed, whichever occurs later. The GRANTEE further agrees to assure the privacy of client records in conformance with all applicable State and federal laws and regulations.

IX. TERMINATION OF AGREEMENT

If through good cause, the GRANTEE shall fail to fulfill in a timely and proper manner its obligations under this agreement, NDACo or DJS shall thereupon have the right to terminate this agreement by giving written notice 30 days prior to termination to the GRANTEE of such termination. Notwithstanding a termination pursuant to this paragraph, the GRANTEE shall not be relieved of liability to NDACo or DJS, and NDACo or DJS may withhold any payment otherwise due to the GRANTEE.

DJS and NDACo may terminate this Agreement upon delivery of written notice to the GRANTEE, or on any later date stated on the notice under any of the following conditions:

- a. If funding from federal, state, or other sources is not obtained and continued at levels sufficient for the services specified in the Agreement. The Agreement may be modified by the consent of the parties in writing to accommodate any reduction in funds;
- b. If federal or state laws or rules are modified or interpreted in a way that the funding or services are no longer allowable or appropriate or are no longer eligible for funding or payment authorized by this Agreement;
- c. If any license, permit or certificate required by rule or law, or by the terms of the Agreement between the parties, is for any reason denied, revoked, suspended or not renewed.

X. INTERACTING AND MODIFICATION

This agreement constitutes the entire agreement between the parties, supersedes all prior agreements and understandings, and may not be modified unless it is reduced to writing, signed by the parties and attached hereto.

XI. APPLICABLE LAW

This agreement shall be governed by and construed in accordance with the laws of the state of North Dakota.

XII. CAPTIONS

The captions or headings in this agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this agreement.

XIII. EXECUTION AND COUNTERPARTS

This agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

XIV. NOTICES

All notices, certificates or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as set forth below or at a place designated hereafter in writing by the parties:

NDACo	Division of Juvenile Services	Cass County Sheriff's Office
P.O. Box 877	P.O. Box 1898	211 9 th Street South
Bismarck, ND 58502-0877	Bismarck, ND 58502-1898	Fargo, ND 58103-1833

XV. ASSIGNMENT

This agreement shall not be assigned or transferred without written consent of the parties.

XVI. SUCCESSORS IN INTEREST

The provisions of the agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and permitted assigns.

XVI. FORCE MAJEURE

The GRANTEE shall not be held responsible for delay or default caused by fire, riot, acts of God and war and other events that are beyond the GRANTEE's reasonable control, provided notice is given to NDACo and DJS of any such delay or default.

XVII. SEVERABILITY

The parties agree that if any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.

The Parties hereby execute and authorize this Agreement as of the latest date shown below:

GRANTEE By: _____
Title: _____
Date: _____

STATE OF NORTH DAKOTA, BY AND THROUGH ITS DEPARTMENT OF CORRECTIONS AND REHABILITATION AND THE DIVISION OF JUVENILE SERVICES By: _____
Title: _____
Date: _____

NORTH DAKOTA ASSOCIATION OF COUNTIES By: _____
Title: _____
Date: _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR LOWER TIER COVERED TRANSACTIONS

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- 2. Where the lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Grantee

Signature of Authorized Official Date

Printed Name and Title of Authorized Official

CERTIFICATION FORM

Agency: _____

Audit Requirements:

Must check one.

- This organization expends \$500,000 or more in federal funds (during the fiscal year of the organization/agency from any and all sources including the amount of this application) and has a single organization-wide audit.

Date of last audit: _____

Date of next audit: _____

Dates covered by last audit: _____

Dates covered by next audit: _____

Were there any findings from the last audit? Yes No If Yes, explain: _____

- This organization expends less than \$500,000 in federal funds from all sources during its fiscal year.

Equal Employment Opportunity Plan:

Agencies that employ 50 or more persons and that receive \$25,000 or more in federal funds are required to have an Equal Employment Opportunity Plan (EEOP) that complies with 28 CFR Part 42, Subpart E.

Must check one.

- This organization certifies that it has formulated an EEOP in accordance with 28 CFR 42.301, et seq., Subpart E, that it has been signed into effect by the proper authority and disseminated to all employees, and that it is on file for review or audit.

Date and effective duration of EEOP: _____

- This organization certifies that it is not required to have an EEOP on file as it has less than 50 employees or receives less than \$25,000 in federal funds per year.

- This organization certifies that it is not required to have an EEOP on file as it is an educational, medical, non-profit institution or Indian tribe that is exempt from the EEOP requirements.

Assurances:

The undersigned agrees, on behalf of the agency, that:

1. Any grant awarded shall be subject to and administered in accordance with grant conditions established for the subgrant recipients of federal funds as detailed in the Office of Justice Programs Financial Guide and associated Federal Circulars;
2. Any grant awarded may: a) be terminated; b) be required to repay funds, or c) have fund payment discontinued if there is failure to comply with the provisions of the grant conditions;

Signature of Chief Executive Official of sponsoring organization, i.e. Agency – Director; City – Mayor; County – Chairman of the Board of County Commission; Native American Tribe – Tribal Council Member.

Printed Name: _____

Signature: _____

Title: _____

Date: _____

GRANT AGREEMENT

WHEREAS, the Division of Juvenile Services (DJS) of the North Dakota Department of Corrections and Rehabilitation has determined the services referred to in the North Dakota Attendant Care Program Guidelines (Guidelines), form an appropriate basis for the expenditure of federal funds from the Office of Juvenile Justice and Delinquency Prevention (OJJDP); and

WHEREAS, the North Dakota Association of Counties (NDACo) has agreed to assist DJS in obtaining, coordinating, administrating, and monitoring Attendant Care services as defined in the Guidelines; and,

WHEREAS, Cass County Sheriff's Office (GRANTEE) is an appropriate agency to provide the Attendant Care services as defined in the Guidelines.

NOW, THEREFORE, the parties enter into the following:

A G R E E M E N T

I. TERM OF THE GRANT

The term of this agreement shall be in effect from January 1, 2015 until terminated pursuant to section IX. This agreement supersedes all previous agreements associated with the scope of services.

II. SCOPE OF SERVICES

The GRANTEE shall:

1. Provide Attendant Care services in conformance with all provisions of the North Dakota Attendant Care Program Guidelines (Guidelines);
2. Receive approval from DJS of a non-secure Attendant Care site;
3. Identify an individual or agency authorized to coordinate Attendant Care services;
4. Recruit and train individuals to serve as Attendant Care workers for the supervision of the youth placed at the Attendant Care site;
5. Ensure that all Attendant Care workers are over the age of 18, have had CPR/First Aid training, and a criminal background check;
6. Develop policies and procedures for the supervision of youth as outlined in the Guidelines;
7. Provide Attendant Care services to adjacent jurisdictions when the services are not filled with youth placed by local agencies;
8. Submit to NDACo all reports and documentation required by the Guidelines;
9. Allow NDACo to conduct on-site programmatic monitoring of Attendant Care services, as required pursuant to federal guidelines;
10. Attempt to comply with the requirements of Section 223(a) (11), (12) (A), (13) of the Juvenile Justice and Delinquency Prevention Act, which require the removal of status and non-offending juveniles from all secure confinement, and require the removal of all juveniles from adult jails.

III. COMPENSATION

DJS, through NDACo, shall provide reimbursement to the GRANTEE for Attendant Care services outlined in the Guidelines. GRANTEE may elect that reimbursement for the costs outlined in the Guidelines be sent directly to a third party provider of services.

IV. GRANTEE ASSURANCES

The GRANTEE agrees to comply with the grant conditions and assurances established by OJJDP for subgrant recipients of federal funds as detailed in the Office of Justice Programs Financial Guide and associated Federal Circulars.

The GRANTEE agrees to comply (and will require any subgrantees or contractors to comply) with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 USC § 3789d); the Victims of Crime Act (42 USC § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 USC § 5672(b)); the Civil Rights Act of 1964 (42 USC § 2000d); the Rehabilitation Act of 1973 (29 USC § 794); the Americans with Disabilities Act of 1990 (42 USC §§ 12131-34); the Education Amendments of 1972 (20 USC §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 USC §§ 6101-07); 28 CFR Part 35 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 CFR Part 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 CFR Part 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations).

To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, GRANTEE agrees to take reasonable steps to ensure the persons with Limited English Proficiency (LEP) have meaningful access to its programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. GRANTEE is encouraged to consider the need for language services for LEP persons served or encountered both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding LEP obligations can be found at <http://www.lep.gov>.

The GRANTEE agrees to designate a civil rights contact person who has lead responsibility in insuring that all applicable civil rights requirements, assurances, and conditions are met and who shall act as a liaison in all civil rights matters with the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs and the Office for Civil Rights, Office of Justice Programs.

The GRANTEE will inform the public and subgrantees of affected persons' rights to file a complaint of discrimination with the Office for Civil Rights, Office of Justice Programs for investigation. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs

and the North Dakota Department of Corrections and Rehabilitation, Division of Juvenile Services (DJS).

The GRANTEE will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs and DJS, if required to submit one; otherwise it will provide a certification to the Office of Civil Rights, Office of Justice Programs and DJS that it has a current EEOP on file, if required to maintain one. If the award amount is less than \$25,000, or GRANTEE has less than 50 employees, regardless of the amount of the award, no EEOP is required. Information about civil rights obligations can be found at <http://www.ojp.usdoj.gov/ocr/>.

The GRANTEE shall not retaliate against individuals for taking action or participating in action to secure rights protected by the above referenced laws.

V. AUTHORITY TO CONTRACT

The GRANTEE shall not have the authority to contract on behalf of or incur obligations on behalf of NDACo or DJS without written approval of NDACo and DJS. If such subcontract is approved, it shall acknowledge the binding nature of this agreement, and incorporate this agreement, together with its attachments as appropriate.

VI. INDEPENDENT ENTITY

The GRANTEE shall perform as an independent entity under this agreement. The GRANTEE, its employees, agents or representatives are not employees of NDACo or DJS. No part of this agreement shall be construed to represent the creation of an employer/employee relationship.

VII. AUDIT RESPONSIBILITY

The GRANTEE agrees to keep such financial records as are required for sub-grants of OJJDP Formula Grant awards, as detailed in the Office of Justice Programs Financial Guide and associated Federal Circulars. These records shall be made available to DJS, NDACo, or their agents, upon request at any time during normal business hours. The GRANTEE agrees to include these funds in the annual audit of its organization, and further agrees to allow DJS, NDACo, or their agents, to conduct an audit at the expense of DJS, NDACo, or their agents.

VIII. RETENTION/PRIVACY OF RECORDS

The GRANTEE agrees to retain the financial records identified in paragraph VII above, for a period of three years or until an audit is completed and closed, whichever occurs later. The GRANTEE further agrees to assure the privacy of client records in conformance with all applicable State and federal laws and regulations.

IX. TERMINATION OF AGREEMENT

If through good cause, the GRANTEE shall fail to fulfill in a timely and proper manner its obligations under this agreement, NDACo or DJS shall thereupon have the right to terminate this agreement by giving written notice 30 days prior to termination to the GRANTEE of such termination. Notwithstanding a termination pursuant to this paragraph, the GRANTEE shall not be relieved of liability to NDACo or DJS, and NDACo or DJS may withhold any payment otherwise due to the GRANTEE.

DJS and NDACo may terminate this Agreement upon delivery of written notice to the GRANTEE, or on any later date stated on the notice under any of the following conditions:

- a. If funding from federal, state, or other sources is not obtained and continued at levels sufficient for the services specified in the Agreement. The Agreement may be modified by the consent of the parties in writing to accommodate any reduction in funds;
- b. If federal or state laws or rules are modified or interpreted in a way that the funding or services are no longer allowable or appropriate or are no longer eligible for funding or payment authorized by this Agreement;
- c. If any license, permit or certificate required by rule or law, or by the terms of the Agreement between the parties, is for any reason denied, revoked, suspended or not renewed.

X. INTERACTING AND MODIFICATION

This agreement constitutes the entire agreement between the parties, supersedes all prior agreements and understandings, and may not be modified unless it is reduced to writing, signed by the parties and attached hereto.

XI. APPLICABLE LAW

This agreement shall be governed by and construed in accordance with the laws of the state of North Dakota.

XII. CAPTIONS

The captions or headings in this agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this agreement.

XIII. EXECUTION AND COUNTERPARTS

This agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

XIV. NOTICES

All notices, certificates or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as set forth below or at a place designated hereafter in writing by the parties:

NDACo	Division of Juvenile Services	Cass County Sheriff's Office
P.O. Box 877	P.O. Box 1898	211 9 th Street South
Bismarck, ND 58502-0877	Bismarck, ND 58502-1898	Fargo, ND 58103-1833

XV. ASSIGNMENT

This agreement shall not be assigned or transferred without written consent of the parties.

XVI. SUCCESSORS IN INTEREST

The provisions of the agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and permitted assigns.

XVI. FORCE MAJEURE

The GRANTEE shall not be held responsible for delay or default caused by fire, riot, acts of God and war and other events that are beyond the GRANTEE's reasonable control, provided notice is given to NDACo and DJS of any such delay or default.

XVII. SEVERABILITY

The parties agree that if any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.

The Parties hereby execute and authorize this Agreement as of the latest date shown below:

GRANTEE

By: _____

Title: _____

Date: _____

STATE OF NORTH
DAKOTA, BY AND
THROUGH ITS
DEPARTMENT OF
CORRECTIONS AND
REHABILITATION AND THE
DIVISION OF JUVENILE SERVICES

By: _____

Title: _____

Date: _____

NORTH DAKOTA
ASSOCIATION OF
COUNTIES

By: _____

Title: _____

Date: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,
AND VOLUNTARY EXCLUSION FOR LOWER TIER COVERED TRANSACTIONS**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Grantee

Signature of Authorized Official

Date

Printed Name and Title of Authorized Official

CERTIFICATION FORM

Agency: _____

Audit Requirements:

Must check one.

- This organization expends \$500,000 or more in federal funds (during the fiscal year of the organization/agency from any and all sources including the amount of this application) and has a single organization-wide audit.

Date of last audit: _____

Date of next audit: _____

Dates covered by last audit: _____

Dates covered by next audit: _____

Were there any findings from the last audit? Yes No If Yes, explain: _____

- This organization expends less than \$500,000 in federal funds from all sources during its fiscal year.

Equal Employment Opportunity Plan:

Agencies that employ 50 or more persons and that receive \$25,000 or more in federal funds are required to have an Equal Employment Opportunity Plan (EEOP) that complies with 28 CFR Part 42, Subpart E.

Must check one.

- This organization certifies that it has formulated an EEOP in accordance with 28 CFR 42.301, et seq., Subpart E, that it has been signed into effect by the proper authority and disseminated to all employees, and that it is on file for review or audit.

Date and effective duration of EEOP: _____

- This organization certifies that it is not required to have an EEOP on file as it has less than 50 employees or receives less than \$25,000 in federal funds per year.

- This organization certifies that it is not required to have an EEOP on file as it is an educational, medical, non-profit institution or Indian tribe that is exempt from the EEOP requirements.

Assurances:

The undersigned agrees, on behalf of the agency, that:

1. Any grant awarded shall be subject to and administered in accordance with grant conditions established for the subgrant recipients of federal funds as detailed in the Office of Justice Programs Financial Guide and associated Federal Circulars;
2. Any grant awarded may: a) be terminated; b) be required to repay funds, or c) have fund payment discontinued if there is failure to comply with the provisions of the grant conditions;

Signature of Chief Executive Official of sponsoring organization, i.e. Agency – Director; City – Mayor; County – Chairman of the Board of County Commission; Native American Tribe – Tribal Council Member.

Printed Name: _____

Signature: _____

Title: _____

Date: _____



Office of the Sheriff

Paul D. Laney, Sheriff

December 10, 2014

RECEIVED

NOV 14 2014

Darrell Vanyo, Portfolio Commissioner
Cass County Commission
Cass County Courthouse
Fargo, ND 58103

CASS COUNTY COMMISSION

Re: Notice of Grant Award, STOP Violence against Women Formula Funds

Consent Agenda

Chairman Ken Pawluk,

The Cass County Sheriff's Office has been awarded grant funds in the amount of \$7,918.00 for the STOP Violence against Women Formula Funds Grant. In previous years the North Dakota Department of Health sent the funds directly to the Rape and Abuse Crisis Center.

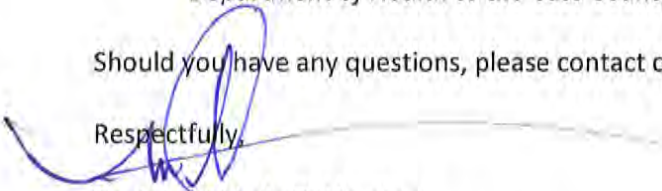
Effective October 1st, 2014 the grant requires that a law enforcement agency distribute the funds on a reimbursement basis to the Rape and Abuse Crisis Center.

This grant does not require any matching fund requirements from Cass County Government.

Move to authorize the chairman to sign the STOP Funds Grant Award, from by the North Dakota Department of Health to the Cass County Sheriff's Office.

Should you have any questions, please contact our office.

Respectfully,


Captain Michele D. Harmon
Administration/Court Services Division

Cass County Sheriff
211 9 St. S.
PO Box 488
Fargo, ND 58107-0488
Phone: 701-241-5800
Fax: 701-241-5805

Cass County Jail
450 34 St. S.
Fargo, ND 58103-2229
Phone: 701-271-2900
Fax: 701-271-2967

Cass County Detention
450 34 St. S.
Fargo, ND 58103-2229
Phone: 701-241-5845
Fax: 701-241-5936



NOTICE OF GRANT AWARD
NORTH DAKOTA DEPARTMENT OF HEALTH
 SFN 53771 (2-2011)

North Dakota Department of Health
 600 East Boulevard Avenue—Dept 301
 Bismarck, ND 58505-0200

Grant Number G13.1143	CFDA Number 16.588	Grant Award Period From: 10/1/2014	Through: 9/30/2015
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This Notice of Grant Award is not effective and expenditures related to this Notice of Grant Award should not be incurred until all parties have signed this document.

Title of Project/Program STOP Violence Against Women Formula Funds			Health Department Grant Code 4551 HL H4124 01		
Grantee Name Cass County Sheriff's Office			Program Director Mary Dasovick, Division of Injury Prevention and Control		
Address P.O. Box 488			Address 600 East Boulevard Avenue-Dept 301		
City Fargo	State ND	ZIP Code 58107	City Bismarck	State ND	ZIP Code 58505-0200
Contact Name Steve Gabrielson		Telephone Number 701.241.5800	Contact Name Mary Dasovick		Telephone Number 701.328.3340

Financial Information	Dept of Health Cost Share	Grantee Cost Share	Total Project/Program Costs
Amount of Financial Assistance	\$7,918	\$2,639	\$10,557
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded to Date	\$7,918	\$2,639	\$10,557

Scope of Service: Grantee agrees to maintain the criminal justice advocate through the Rape and Abuse Crisis Center.

Reporting Requirements: Expenditure reports shall be submitted by the Grantee at least quarterly. Expenditure reports for the period ending June 30, 2015, must be received by July 15, 2015. Final expenditure report for the period ending September 30, 2015 must be received by November 15, 2015. Reimbursements will be processed upon Department approval of expenditure and progress reports. Federal progress reports must be submitted by February 1, 2015 for the reporting period January 1 – December 31, 2014.

Special Conditions: Grantee's staff shall view the, US Department of Justice, Office of Justice Programs, Office of Civil Rights on-line training video located at www.ojp.usdoj.gov/about/ocr/assistance.htm with 30 days of the receipt of the Notice of Grant Award. The only children's services supported by "STOP" funds are the direct result of domestic violence, either a witness to or a victim of domestic violence/sexual assault. This does not include curriculum development/school presentations. No federal funds received under this agreement shall be used as direct payment to any victim or dependent of domestic violence or sexual assault. No income eligibility standards will be imposed on individuals receiving services supported with Violence Against Women funds received under this agreement. Grantee must provide a 25 percent match based on total project/program costs.

\$7,918 of Law Enforcement funds and match of \$2,639 (criminal justice advocate)

This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by North Dakota Department of Health as signed by Grantee for the period July 1, 2013 to June 30, 2015 [Accounting Use Only Requirements Received] (2) applicable Federal and State regulations.

Evidence of Grantee's Acceptance		Evidence of Departmental Acceptance	
Signature	Date	Signature	Date
Typed Name and Title of Authorized Representative		Typed Name and Title of Authorized Representative Mary Dasovick, Director Division of Injury Prevention and Control	
Signature	Date	Signature	Date
Typed Name and Title of Authorized Representative		Typed Name and Title of Authorized Representative Arvy Smith, Deputy State Health Officer	

Grantee: Attachments if referenced in the scope of service must be returned with the signed Notice of Grant Award. If you did not receive attachments as indicated in the scope of service, please contact the Program Director identified above.

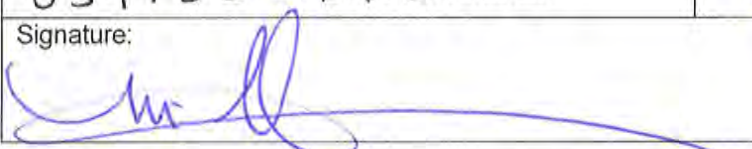
GRANTEE CERTIFICATIONS FOR REQUIREMENTS ADDENDUM (SECTION ONE) AND GRANTEE ASSURANCES (SECTION TWO) FOR ALL NOTICE OF GRANT AWARDS FOR THE PERIOD JULY 1, 2013 THROUGH JUNE 30, 2015

I hereby certify that our organization/agency has agreed upon the conditions of the Requirements Addendum and Grantee Assurances applicable to funding received through all grants issued by the Grantor and will ensure all program managers are aware of and will comply with the requirements.

I certify that if my organization/agency receives \$500,000 or more in total Federal dollars from all sources during the fiscal year, the audit requirements of OMB Circular A-133 "Audits of States, Local Governments and Non-Profit Organizations" will be met and a copy of the A133 audit upon its completion will be submitted to the State.

I certify that the person(s) responsible for authorizing, expending or accounting for grant funds will be provided access to the circulars and grant requirements as specified in Section 34 of the Grantee Assurances.

If my organization/agency has grant(s) in place that extend past June 30, 2013, I agree that this Requirements Addendum and Grantee Assurances will become a part of the grant(s).

Agency/Organization (Grantee): <i>Cass County sheriff's office</i>		
Name and Title: <i>Michele D. Harmon, Captain Admin/Court Services Division</i>		
Address: <i>211 9th st S.</i>		
City: <i>Fargo</i>	State: <i>ND</i>	Zip: <i>58103</i>
DUNS Number: <i>0547852660000</i>	Federal Taxpayer Identification Number: <i>45-6002205</i>	
Signature: 		Date: <i>11-12-2014</i>

Return completed form to:

North Dakota Department of Health
 Division of Accounting
 600 East Boulevard Ave.—Dept 301
 Bismarck, ND 58505-0200

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return) Cass County Government	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input checked="" type="checkbox"/> Other (see instructions) ▶ Local Government	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) 211 9th St S	Requester's name and address (optional)
City, state, and ZIP code Fargo, ND, 58103	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									
4	5	-	6	0	0	2	2	0	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ <i>Michael M. [Signature]</i>	Date ▶ <i>2/15/13</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor* ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**REQUIREMENTS ADDENDUM AND GRANTEE ASSURANCES FOR ALL NOTICE OF GRANT AWARDS
BETWEEN STATE OF NORTH DAKOTA ACTING THROUGH ITS
NORTH DAKOTA DEPARTMENT OF HEALTH (Grantor) AND
_____ (Grantee)
(Grantee to complete Agency/Organization Name)
FOR THE PERIOD JULY 1, 2013 THROUGH JUNE 30, 2015**

SECTION ONE: REQUIREMENTS ADDENDUM

1. GRANTEE'S UNDERSTANDING OF TERM OF FUNDING

Grantee understands that this grant is a one-time grant, and acknowledges that it has received no assurances that this grant may be extended beyond its expiration date.

2. AUTHORITY TO CONTRACT

Grantee may not contract for or on behalf of, or incur obligations on behalf of, Grantor. Grantee may subcontract with qualified providers of services, provided that any subcontract acknowledges the binding nature of this grant and incorporates this grant, together with its attachments as appropriate. Grantee agrees to be solely responsible for the performance of any subcontractor. Grantee may not assign or otherwise transfer or delegate any right or duty without Grantor's express written consent.

3. INDEPENDENT ENTITY

Grantee shall perform as an independent entity under this grant. Grantee, its employees, agents or representatives are not employees of Grantor for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the Federal Unemployment Act, the North Dakota Unemployment Compensation Law and the North Dakota Workforce Safety and Insurance Act. No part of this grant may be construed to represent the creation of an employer/employee relationship between Grantor and Grantee. Grantee will retain sole and absolute discretion in the judgment of the manner and means of carrying out Grantee's activities and responsibilities under this grant.

4. STATE AUDIT REQUIREMENTS

All records, regardless of physical form, and the accounting practices and procedures of the Grantee relevant to this grant are subject to examination by the North Dakota Department of Health, North Dakota State Auditor or the Auditor's designee.

5. RETENTION OF RECORDS

Grantee agrees to retain financial records for three years from the date of submission of the final expenditure report or if subject to audit, from the date the audit is completed and closed, whichever occurs later. Grantee must provide Grantor, the federal government, and their duly authorized representatives access to the books, documents, papers, and records of Grantee that are pertinent to the services provided under this grant. Program Records must be maintained for a period of six years or until an audit is completed and closed, whichever comes first.

6. TERMINATION OF GRANT FOR CAUSE

Grantor by written notice of default to Grantee may terminate all or any part of this grant if:

- a) Grantee fails to provide services required by this contract within the time specified or any extension agreed to by Grantor; or
- b) Grantee fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms.

The rights and remedies of Grantor provided in the above clause related to defaults by Grantee are not exclusive and are in addition to any other rights and remedies provided by law or under this grant.

7. TERMINATION FOR LACK OF FUNDING OR AUTHORITY

Grantor may terminate this grant effective upon delivery of written notice to Grantee or on any later date stated in the notice, if:

- a) Funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term. The grant may be modified by mutual consent of the parties in writing to accommodate a reduction in funds.
- b) Federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this grant or are no longer eligible for the funding proposed for payments authorized by this grant.
- c) Any license, permit or certificate required by law or rule, or by the terms of this grant, is for any reason denied, revoked, suspended or not renewed.

Any termination of this grant under this section is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

8. TERMINATION WITHOUT CAUSE

This grant may be terminated by mutual consent of both parties, or by either party upon 30-days written notice.

9. DELAY OR DEFAULT FORCE MAJEURE

Grantee shall not be held responsible for delay or default caused by fire, riot, acts of God or war if the event is beyond Grantee's reasonable control and Grantee gives notice to Grantor immediately upon occurrence of the event that caused, or is reasonably expected to cause, the delay or default.

10. NOTICE

Any notice or other communication required under this grant must be given by registered or certified mail and is complete on the date mailed when addressed to the parties at the following addresses:

_____		North Dakota Department of Health
_____		Division of Accounting
_____	or	600 East Boulevard Ave-Dept 301
_____		Bismarck, ND 58505-0200

Notice provided under this provision does not meet the notice requirements for monetary claims against the Grantor found at North Dakota Century Code § 32-12.2-04.

11. INTEGRATION, MODIFICATION, AND SEVERABILITY

This grant constitutes the entire agreement between the Grantee and Grantor. There are no understandings, agreements, or representations, oral or written, not specified within this grant. No alteration, amendment, or modification of this grant is effective unless it is reduced to writing, signed by the parties, and attached to the grant. If any term of this grant is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the grant does not contain the illegal or unenforceable item.

12. COLLATERAL CONTRACTS

If any inconsistency exists between this grant and other provisions of collateral contractual agreements that are made a part of this grant by reference or otherwise, the provisions of this grant control.

13. ASSIGNMENT

Neither party may assign this grant or the party's rights under this grant without the written approval of the other party. Approval to assign may not be unreasonably withheld. This grant is equally binding on the respective parties and their successors and assigns.

14. WORK PRODUCT, EQUIPMENT AND MATERIALS

All work product, equipment or materials created or purchased under this grant belong to Grantor and must be delivered to Grantor at Grantor's request upon expiration or termination of this grant. Grantee agrees that all materials prepared under this grant are "works for hire" within the meaning of the copyright laws of the United States and assigns to Grantor all rights and interests Grantee may have in the materials it prepares under this grant, including any right to derivative use of the material. Grantee shall execute all necessary documents to enable Grantor to protect its rights under this section. Grantor must provide written approval of Grantee's use of work product or materials for purposes outside the scope of this grant.

15. COMPLIANCE WITH PUBLIC RECORDS LAWS

Grantee understands that, except for disclosures prohibited in this grant, Grantor must disclose to the public upon request any records it receives from Grantee. Grantee further understands that any records obtained or generated by Grantee under this grant, except for records that are confidential under this grant, may be open to the public upon request under certain circumstances under North Dakota open records law. Grantee agrees to contact Grantor immediately upon receiving a request for information under the open records law and to comply with Grantor's instructions on how to respond to the request.

16. CONFIDENTIALITY

Grantee agrees not to use or disclose any information it receives from Grantor under this grant that Grantor has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this grant, or as authorized by state or federal laws, or as authorized in advance by Grantor. Grantor agrees not to disclose any information it receives from Grantee that Grantee has previously identified as confidential and that Grantor determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, N.D.C.C. § 44-04-18. Any protected health information subject to N.D.C.C. § 23-01.3 or personal health information subject to federal HIPAA regulations may only be released as authorized by those laws. The duty of Grantee and Grantor to maintain confidentiality of information under this section continues beyond the term of this contract, or any extensions or renewals of it.

Grantee understands that, except for information that is confidential under state or federal law or otherwise exempt from the North Dakota open records law, Grantor must disclose to the public upon request any records it receives from Grantee. Grantee further understands that any records that are obtained or generated by Grantee under this contract, except for records that are confidential or exempt may, under certain circumstances, be open to the public upon request under the North Dakota open records law. Grantee agrees to contact Grantor immediately upon receiving a request for information under the open records law and to comply with Grantor's instructions on how to respond to the request.

17. ATTORNEY FEES

If a lawsuit is filed by Grantor to obtain performance due under this grant, and Grantor is the prevailing party, Grantee shall pay Grantor's reasonable attorney fees and costs in connection with the lawsuit, except when prohibited by N.D.C.C. § 28-26-04.

18. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

Grantor does not agree to binding arbitration, mediation, or any other form of mandatory alternative dispute resolution. The parties may enforce their rights and remedies in judicial proceedings. Grantor does not waive any right to a jury trial.

19. APPLICABLE LAW AND VENUE

This grant is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this grant must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota.

20. SPECIAL CONDITIONS

Grantee shall meet all applicable special conditions as specified in the notice of grant award.

21. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

Grantee shall comply with all laws, rules, regulations and policies, including those relating to nondiscrimination, accessibility and civil rights. Grantee shall timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes and unemployment compensation and workers' compensation premiums. Grantee also shall have and keep current at all times during the term of this grant all licenses and permits required by law.

22. LIMITATIONS ON APPROPRIATIONS AND SPENDING AUTHORITY

Continuation of this grant beyond June 30 of any odd numbered year is contingent on continued legislative appropriation of funds for the purposes of this grant. If those appropriations are not forthcoming, Grantor will notify Grantee as soon as possible and the grant will terminate on June 30 of that year. Grantor will neither be penalized nor incur any liability because of termination of the grant as provided above.

23. SPOILATION-NOTICE OF POTENTIAL CLAIMS

Grantee agrees to promptly notify Grantor of all potential claims that arise or result from this contract. Grantee shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to Grantor the opportunity to review and inspect the evidence, including the scene of an accident.

24. EVALUATION

Grantor shall, throughout the effective dates on the contract, conduct an ongoing evaluation of Grantee's performance in carrying out the Scope of Service in the award. Compliance with Contract Requirements and Assurances will also be monitored. Such evaluation may include periodic site visits by Grantor representatives to review progress made by Grantee in accomplishing stated goals and objectives.

SECTION TWO: GRANTEE ASSURANCES

25. ASSURANCES

In connection with furnishing supplies or performing work under this grant, persons who contract with or receive funds to provide services to Grantor are obligated and agree to comply with all local, state, and federal laws, regulations and executive orders related to the performance of this grant including the following:

- a) Fair Labor Standards Act,
- b) Equal Pay Act of 1963,
- c) Titles VI of the Civil Rights Act of 1964,
- d) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency,
- e) Age Discrimination Employment Act of 1967,
- f) Age Discrimination Act of 1975,
- g) Drug-free Workplace Act of 1988,

- h) Americans with Disabilities Act of 1990,
- i) Pro-Children Act of 1994,
- j) Executive Order 13279 Federal Leadership on Reducing Text Messaging while Driving,
- k) 45 C.F.R. Part 74, 87, 92 and 96 (EO 13513) Equal Protection of the Laws for Faith-Based and Community Organizations,
- l) Section 504 of the Rehabilitation Act of 1973,
- m) Executive Order 13043 Increasing Seat Belt Use in the United States,
- n) Hatch Act (5 U.S.C. 1501-1508 and 7324-7328)

Grantee shall comply with Title VI of the Civil Rights Act of 1964, Executive Order 11246 and Executive Order 11375. In accordance with the aforementioned act, no person shall, on the grounds of race, color, national origin, age, disability, sex, or religion be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or in part, by federal funds.

Grantee will comply (and will require any subgrantees or subgrantees to comply) with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations—Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations—Equal Treatment for Faith-Based Organizations).

In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for a Civil Rights, Office of Justice Programs and the State.

Grantee will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs and the Grantor, if required to maintain one; otherwise, it will provide a certification to the Office of Civil Rights, Office of Justice Programs and the STATE that it has a current EEOP on file, if required to maintain one. For Grantee agencies receiving less than \$25,000; or Grantee agencies with less than 50 employees, regardless of the amount of the award, no EEOP is required. Information about civil rights obligations of Grantees can be found at <http://www.ojp.usdoj.gov/ocr/>.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Grantee must take reasonable steps to ensure that LEP persons have meaningful access to recipient programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Grantee is encouraged to consider the need for language services for LEP persons served or encountered in both developing recipient budgets and in conducting recipient programs and activities. Additional assistance and information regarding recipient LEP obligations can be found at <http://www.lep.gov>.

In accordance with federal civil rights laws, the Grantee shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

26. APPLICABLE COSTS

Unless otherwise authorized by federal law, the charges to be made by Grantee do not include costs financed by federal monies other than those generated by this grant.

27. DEBARMENT/SUSPENSION

By signing this grant, Grantee certifies that neither Grantee, Subcontractor, nor their principals, are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions with State or Federal Government by any Department or Agency of the State or Federal Government.

28. APPROVED VENDOR

Grantee must be an approved vendor with the Office of Management and Budget within the State of North Dakota as required by N.D.C.C. § 54-44.4-09.

29. RESTRICTIONS FOR LOBBYING

Grantee assures that:

- a) No federal funds from this agreement will be paid by for on behalf of Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract; the making of any federal grant, the making of any federal loan, the entering of any cooperative agreement; or the extension, continuation, renewal, amendment, or modification of nay Federal contract, grant, loan, or cooperative agreement. If any grant funds other than federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, Grantee agrees to complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- b) Grantee shall require that the language of the Grantee Assurances in this Attachment be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall comply with these Grantee Assurances.
- c) Public Law No.104-208, Section 503 expressly prohibits the use of appropriated funds for indirect or "grass roots" lobbying efforts that are designed to support or defeat legislation pending before state legislatures. No part of any appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress or any state legislative body itself.

Governmental entities are prohibited by law from lobbying. Activities designed to influence action in regard to a particular piece of pending state or federal legislation are considered lobbying. That includes lobbying for or against pending legislation, as well as indirect or "grass roots" lobbying efforts that are directed at inducing the public to contact their elected representatives to urge support of, or opposition to, pending legislation.

The North Dakota attorney general has determined that governmental entities may provide the public with neutral factual information but may not, without express legislative authority, expend public funds for the purpose of influencing the result of an election issue, including initiated measures.

No part of any funding may be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence election issues or pending legislation.

30. SMOKE FREE

The Grantee will provide a smoke-free workplace and promote the nonuse of tobacco products in areas including office space, conference or meeting rooms, corridors, stairways, lobbies, rest rooms, cafeterias and other public space.

31. ENERGY AND ENVIRONMENTAL CONSERVATION

Grantee must give preference, to the extent practicable and economically feasible, to products and services that conserve natural resources and protect the environment and are energy efficient. (40CFR 30.44(a)).

32. RESOURCE CONSERVATION AND RECOVERY ACT

Section 6002 of the Resource Conservation and Recovery Act requires preference be given in procurement programs to the purchase of specific products containing recycled materials pursuant to the Environmental Protection Agency guidelines (40CFR Parts 247).

33. EQUIPMENT

Subject to the obligations and conditions set forth in Common Rule Subpart C §__.32, title to equipment acquired under a grant will vest upon acquisition in the Grantee.

34. FEDERAL AUDIT REQUIREMENTS

Grantee agrees to keep financial records necessary to fully disclose the complete financial status of the grant. Grantee must submit documentation supporting request for reimbursement for review by Grantor or its agents, upon request. If Grantee has expended federal funds (when considering all sources) during Grantee's fiscal year at the amount specified in OMB Circular A-133, Audits of State, Local Governments, and Non-Profit Organizations, which is made a part of this grant by reference here, that Circular must be followed pursuant to the Single Audit Act of 1984, Public Law 98-502; and the Single Audit Act Amendments of 1996, Public Law 104-156. Additionally, Grantee agrees to spend all federal assistance received from Grantor in accordance with applicable laws and regulations such as: OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations; [or OMB Circular A-21, Cost Principles for Educational Institutions;] all of which are made a part of this grant by reference here.

Law Enforcement Project - TITLE PAGE

NORTH DAKOTA DEPARTMENT OF HEALTH - Application for STOP Violence Against Women Funds

NOTE: THIS APPLICATION IS FOR LAW ENFORCEMENT FUNDS. IF YOU ARE APPLYING FOR MULTIDISCIPLINARY FUNDS, DISCRETIONARY FUNDS, COURT FUNDS, PROSECUTION FUNDS OR FORMULA/VICTIM SERVICES FUNDS, YOU MUST RETURN TO THE APPLICATION LINK AND SELECT THE APPROPRIATE APPLICATION. THE APPLICATION LINK IS FOUND BY CLICKING ON THE CONTRACTOR PROGRAMS LINK ABOVE IN THE RED AREA.

Please refer to *STOP Violence Against Women Grant Guidance* for instructions to complete this application.

AGENCY CONTACT INFORMATION

AGENCY NAME:	Cass County Sheriff's Office
AGENCY ADDRESS LINE 1:	PO Box 488
AGENCY ADDRESS LINE 2:	
AGENCY CITY:	Fargo
AGENCY STATE:	ND
AGENCY ZIP CODE:	58107-0488
NAME OF PROJECT DIRECTOR/CONTACT PERSON:	Detective Steve Gabrielson
PHONE NUMBER:	701-241-5800
FAX NUMBER:	701-241-5805
E-MAIL ADDRESS:	GabrielsonS@casscountynnd.gov
DUNS NUMBER:	0547852660000
SAM (System for Award Management):	0547852660000

Enter the amount of STOP funds requested. Do not include match funds. The STOP funds requested amount is found upon completion of the STOP FUNDS BUDGET section.

	Amount (Enter whole number. Do not include cents)
Law Enforcement	19796

EVIDENCE OF AUTHORIZED REPRESENTATIVE

This application must indicate the individual who has the authority to apply for and accept grant awards on behalf of the agency.

Authorized by

NAME	TITLE	DATE
Steve Gabrielson	Detective	07/15/2014

Law Enforcement Project - STOP FUNDING HISTORY

List the current and the past five years of funding your agency has received from the STOP Violence Against Women Program. If this is the first time your agency is submitting a request for STOP funds, type N/A in the Funding Period column.

STOP Funding History Schedule

Funding Period	Amount Received	Project Description (NOTE: The information will show when the application is checked back in or when printed.)
N/A		These funds were previously awarded to the Rape and Abuse Crisis Center.

Click on the "Add Row" button to add another entry.

Law Enforcement Project - CURRENT EFFORTS

For the time period from October 1, 2013 through May 31, 2014. If this is the first time your agency is submitting a request for STOP funds, type N/A.

Question: Provide an overview of what you have done with the STOP funds from October 1, 2013 through May 31, 2014.

Answer: During the period, October 1, 2013 - June 30, 2014, the Rape and Abuse Crisis Center assisted 51 victims in filing Orders for Protection. The Criminal Justice Advocate provided training for 81 criminal justice students from local universities in domestic violence and law enforcement response. The CJ Advocate reviewed 408 law enforcement incident reports and made contact with 342 victims identified in the reports. Quarterly meetings of the Coordinated Community Response and the Sexual Assault Response Teams were facilitated by the agency. Sixty-three victims requesting to drop no contact orders were assisted with developing safety plans and completing danger assessments. During the grant period, the agency conducted 200 danger assessments with victims of intimate partner violence and assisted those victims in developing safety plans.

Law Enforcement Project - DESCRIPTION OF THE PROBLEM/STATISTICAL DOCUMENTATION

Question: 1. Provide a description of the problem in your service area, the impact of the problem and identify the factors that contribute to and/or cause the problem.

Answer: The Rape and Abuse Crisis Center serves the largest urban area in North Dakota, responding to 2,800 victims of domestic violence, sexual assault, and child sexual abuse each year. In 2013 the agency provided services to 1,513 North Dakota clients including 289 children. The challenge is to provide every one the most comprehensive, empowering services possible, upholding agency values of respect and acceptance, within a client-centered, collaborative framework. A number of factors specific to this area contribute to interpersonal violence. They include a rising refugee population in which cultural differences abound and the effects of war are painfully evident in both men and women; a large college student population (over 30,000) facing the vulnerability of high alcohol and drug use (one of the highest in the nation); economic impacts of underemployment, a decline in net earnings, and a lack of housing. The impact of these and other factors contribute to a rise in incidents of violence and abusive behavior.

Question: 2. Provide important and related to the problem local or regional data or domestic violence, sexual assault, stalking, or dating violence.

Answer: Many victims of domestic violence and sexual assault continue to seek justice through law enforcement intervention, the prosecutor's office, the courts, and the Rape and Abuse Crisis Center. In 2013, RACC's Criminal Justice Intervention (CJI) Advocate reviewed 766 domestic violence/sexual assault incident reports. Six hundred sixty two victims identified in the incident reports were contacted and given information about legal options, victim's rights, and community services available. In addition, 740 domestic violence and sexual assault court hearings were monitored. The CJI advocate assisted victims in filing 76 Orders for Protection in Cass County. For many different reasons some victims may struggle as they move through the criminal justice system. Approximately 16 victims per month choose to request that criminal restraining and protection orders be lifted. The RACC advocate meets with each victim seeking to vacate an order to complete a danger assessment and safety plan. Dramatically, most rate in the upper 90th percentile of danger on a standardized danger assessment. After assessing their own danger more objectively, most victims choose to let the orders stand. Judges and prosecutors have also come to value danger assessment and safety plan information gathered by RACC as they make decisions related to charging, sentencing, and granting future orders.

Question: 3. Provide a brief overview of the community(s) where this project will take place. Include information about the geographic location (i.e. part of the state, rural/urban, tribal, etc.).

Answer: The Rape and Abuse Crisis Center has been designated by the states of North Dakota and Minnesota as the primary provider of crisis intervention, advocacy, and counseling for victims of domestic violence, sexual assault, and child sexual abuse in Cass and Traill Counties of ND and Clay and Wilkin Counties of MN. Cass County is 1,765 square miles in size, has 26 incorporated cities, and has a population of 149,778. The largest city is Fargo, which has a population of 105,549. Fargo's twin city is Moorhead, Minnesota. The Fargo-Moorhead metropolitan area has a collective population of nearly 210,000, making it the largest metropolitan area between Minneapolis/St. Paul and Seattle. The population in the RACC service area is approximately 20% of the state's total. The Cass County area is a regional retail, agricultural, medical, educational, entertainment, and financial center. Cass County grew 19.7% in the last decade and population growth continues at a rapid pace. Additionally, Fargo-Moorhead is home to 30,000 students attending two universities, a four-year college, a two-year technical college, and numerous trade schools.

Question: 4. If the project is to provide services to underserved populations in your area, identify and discuss the needs of those target populations.

Answer: The Rape and Abuse Crisis Center works closely with Sacred Spirits, Cultural Diversity Resources, and the Metro Interpretive Center to provide culturally appropriate legal advocacy services to Native American and immigrant/refugee clients. The agency has also enhanced its efforts to provide quality services to LGBTQ, and elderly clients. Specifically, staff have recently partnered with the PRIDE Collective of Cass County to improve legal advocacy services to LGBTQ clients. Additionally, the agency is in the second of a three year, multi-disciplinary program to provide comprehensive services to elderly clients through an Abuse in Later Life federal grant. The Cass County Sheriff's Office, West Fargo Police Department, and Cass County State's Attorney's Office are all partners in the Abuse in Later Life program. Refugee resettlement programs have been very active in the service area. According to Cass County Social Services, Fargo has had the fourth highest per capita rate of resettlement in the nation. Our refugee population includes people from Iraq, Somalia, Russia, Cuba, Vietnam, Sudan, Bosnia, Croatia, Kosovo, Liberia, Sierra Leone, Afghanistan, Columbia, Albania, Ukraine, Ethiopia, Haiti, Nigeria, Pakistan, Burundi, Rwanda, Congo, and Nepal. It is estimated that approximately 5,000-5,500 immigrant refugees live in the metropolitan area. Immigrant women often suffer significantly higher rates of battering than most US citizens, often because they come from cultures that accept domestic violence or because they have less access to legal and social services than US citizens. Despite recent federal legislation that has opened new and safe routes to immigration status for some immigrant women who are victims of domestic violence, abuse is still a significant problem for many. The rates of victimization within the Native American population also reveal a problem with many dimensions. RACC caseload data reflects a disproportionate number of assaults on Native American women compared to the general population. In 2013, eight percent of the agencies caseload was Native American while the total Native American population for our area is only 1.2%. The same disparity exists in the other race categories which we attempt to document. It is important to note that often those who are in this country as refugees choose not to identify their race for fear of status or immigration implications. African American, Hispanic, and Asian are racial breakouts identified that have higher victimization rates than their percentage of the total population in the service area. While RACC has always served LGBTQ victims, sexual orientation and gender identity have not been statistics that have been tracked consistently in the past. Gathering this data a priority for the upcoming year.

Law Enforcement Project - STATUTORY PROGRAM PURPOSE AREAS

Projects and programs supported with the STOP grant must meet one or more of the following statutory program purpose areas. Check all that apply for the requested project or program.

Question: LIST OF STATUTORY PROGRAM PURPOSE AREAS

Answer: 1. Training law enforcement officers, judges, other court personnel, and prosecutors to more effectively identify and respond to violent crimes against women, including the crimes of sexual assault, domestic violence, stalking, and dating violence, including the use of nonimmigrant status under subparagraphs (U) and (T) of section 101(a)(15) of the Immigration and Nationality Act (8 U.S.C. 1101(a));

Answer: 3. Developing and implementing more effective police, court, and prosecution policies, protocols, orders, and services specifically devoted to preventing, identifying, and responding to violent crimes against women, including the crimes of sexual assault, dating violence, stalking, and domestic violence, as well as the appropriate treatment of victims;

Answer: 5. Developing, enlarging, or strengthening victim services and legal assistance programs, including sexual assault, domestic violence, stalking, and dating violence programs, developing or improving delivery of victim services to underserved populations, providing specialized domestic violence court advocates in courts where a significant number of protection orders are granted, and increasing reporting and reducing attrition rates for cases involving violent crimes against women, including crimes of sexual assault, dating violence, stalking, and domestic violence;

Answer: 7. Supporting formal and informal statewide, multidisciplinary efforts, to the extent not supported by State funds, to coordinate the response of state law enforcement agencies, prosecutors, courts, victim services agencies, and other state agencies and departments, to violent crimes against women, including the crimes of sexual assault, domestic violence, stalking, and dating violence;

NOTE: Any law enforcement, State, tribal, territorial, or local government agency receiving funding under the Crystal Judson Domestic Violence Protocol Program shall on an annual basis, receive additional training on the topic of incidents of domestic violence committed by law enforcement personnel from domestic violence and sexual assault nonprofit organizations and, after a period of 2 years, provide a report of the adopted protocol to the Department of Justice, including a summary of progress in implementing such protocol. As such, States are responsible for ensuring that each subgrantee receiving funds under this purpose area will receive the required annual training. States are also responsible for ensuring that subgrantees submit their 2 year report to the Department of Justice. States and Territories **must** notify and provide the Office on Violence Against Women with a list of subgrantee recipients awarded STOP funds under the Crystal Judson Domestic Violence Protocol Program.

Proposal Related To Statutory Program Purpose Areas

Question: Statutory Program Purpose Areas proposal description(s)

Question: Enter a Statutory Program Purpose number selected from above in the box below and provide a one to two sentence description of how the proposal will relate to the selected statutory program purpose.

Answer: 1 Provide training for criminal justice professionals on domestic violence/sexual assault response, including use of danger assessments, dual arrests, and best practice policies and protocols.

Click on the "Add Another" link below to complete the next selected Statutory Program Purpose. (Ignore the \$0.00 below.)

Question: Enter a Statutory Program Purpose number selected from above in the box below and provide a one to two sentence description of how the proposal will relate to the selected statutory program purpose.

Answer: 3 Develop and implement effective policies and procedures resulting in increased safety for victims of domestic violence and sexual assault and meaningful consequences for assailants

Click on the "Add Another" link below to complete the next selected Statutory Program Purpose. (Ignore the \$0.00 below.)

Question: Enter a Statutory Program Purpose number selected from above in the box below and provide a one to two sentence description of how the proposal will relate to the selected statutory program purpose.

Answer: 5 Provide legal assistance to members of underserved communities including immigrant/refugee victims, Native American victims, and victims within the LGBTQ community.

Click on the "Add Another" link below to complete the next selected Statutory Program Purpose. (Ignore the \$0.00 below.)

Question: Enter a Statutory Program Purpose number selected from above in the box below and provide a one to two sentence description of how the proposal will relate to the selected statutory program purpose.

Answer: 7 Agency will facilitate the local CCR and SART committee/team meetings on a quarterly basis to enhance communication and coordinate a victim-centered response within the community.

Click on the "Add Another" link below to complete the next selected Statutory Program Purpose. (Ignore the \$0.00 below.)

Statutory Program Purpose Areas proposal description(s)	Amount
\$0.00	
\$0.00	
\$0.00	
\$0.00	
Total	\$0.00

Law Enforcement Project - PROJECT DESCRIPTION

Question: The project description should explain the proposed projects funded with STOP funds. This section should correlate with your budget. Describe job duties of funded employees; explain travel purposes, services provided, etc.

Answer: The Cass County Sheriff's Office is requesting law enforcement funds from the FY 2014-STOP Grant to contract with the Rape and Abuse Crisis Center to maintain Legal Advocacy and Criminal Justice Intervention services to victims. The funds are requested to pay for one full time Criminal Justice Intervention Advocate. RACC has engaged in law enforcement collaboration programs since 1988. The proposed project has three major objectives: 1) to promote public awareness about the criminal justice system; 2) to protect victims' rights; and to 3) identify changes that need to be made in the system. These goals are accomplished by monitoring cases of domestic violence and sexual abuse from the initial report through prosecution and sentencing. The Legal Advocacy and Criminal Justice Intervention project addresses the need for a criminal justice system response to domestic violence and sexual assault which is comprehensive, effective, and self-reflective. It anticipates the need for a variety of avenues through which its goals can be accomplished, including: • Multiple law enforcement training initiatives including training for at least 50 officers at the Law Enforcement Training Academy and at local law enforcement centers on domestic violence and sexual assault; individual training for officers on various domestic violence policies and procedures; and training on report writing. • Facilitation of monthly meetings involving Cass County Sheriff's Office, Fargo and West Fargo Police Departments, and the prosecutor's office to review policies and procedures and make recommendations. • Use of information gathered through the review of incident reports, all relevant felony cases, outcomes of the unified Cass-Clay Sexual Assault Protocol, and data from the DAIN system in order to make informed decisions about policy development and revision. • The Criminal Justice Advocate will review all relevant incident reports and provide information on legal and court options, meet with victims considering dropping protection orders or criminal restraining orders and assist them with safety planning in the these cases ;assisting victims with applying for protection orders; and arranging for translator services as necessary. - Expanded project initiatives include the use of the danger assessment, special focus on dual arrests, and meetings with prosecutors to review and discuss felony cases. A core purpose of this program is to strengthen the collaboration among response networks. This will be accomplished by facilitating and participating in quarterly meetings of the Red River Sexual Assault Team Committee and the Cass County Domestic Violence Committee, which includes prosecutors, probation officers, court personnel, batterer's treatment providers, victim services personnel, law enforcement officers, and medical providers. RACC will also utilize regional and state NDCAWS meetings to gain and share information and problem solve around criminal justice response issues. The Cass County Sheriff's Office, the Rape and Abuse Crisis Center, and other criminal justice program partners seek to ensure that each segment of the criminal justice system utilizes best practices when serving victims of domestic violence and sexual assault crimes.

Law Enforcement Project- GOALS, OBJECTIVES, ACTIVITIES and PERFORMANCE MEASURES

Question: **GOAL 1:** Enter below.

Answer: TO MAINTAIN AND ENHANCE A STRONG, POSITIVE, AND EFFECTIVE LAW ENFORCEMENT RESPONSE TO INCIDENTS OF DOMESTIC VIOLENCE AND SEXUAL ASSAULT

Objective(s) - List Objective(s) for Goal 1 below. If more than one Objective, click on the "Add Row" button. (NOTE: The information will show when the application is checked back in or when printed.)

	Objective(s)
Objective 1.	To provide victims of domestic violence and sexual assault throughout the criminal justice system through a liaison advocate linking RACC and Fargo-Moorhead law enforcement agencies

Activity(ies) - List Activity(ies) for Goal 1 below. If more than one Activity, click on the "Add Row" button. (NOTE: The information will show when the application is checked back in or when printed.)

Activity(ies)	
Activity 1.	The Criminal Justice Intervention Advocate will review all domestic violence incident reports after a law enforcement response by accessing police incident reports from Fargo Police, West Fargo Police and Cass County Sheriff Departments daily; approximately 850 reports during the grant period.
Activity 2	The Criminal Justice Intervention Advocate will score any danger assessments completed upon a law enforcement response to a domestic violence incident within 24 hours and contact victims and law enforcement with the result and assist victims with a safety plan; approximately 25 assessments during the grant period.
Activity 3	Victims will be given information about legal options, including OFP's, harassment orders, and other civil and criminal remedies. Information will be offered to 700 victims over the telephone or via the mail within 48 hours of picking up the police report.
Activity 4	Provide information about other services provided by Rape and Abuse Crisis Center to 700 victims identified in police reports.
Activity 5	Complete a safety plan, a danger assessment, and provide information about options within the criminal justice system to victims of domestic violence who are seeking to lift or amend a criminal court order prohibiting contact with an offender.
Activity 6	Meet with victims who may have been arrested on a dual charge of domestic violence, prior to arraignment, in order to provide information about the criminal justice system, resources, safety planning, and to offer advocacy.
Activity 7	The Program will assist 70 clients with filing Orders for Protection, including completing and attaching danger assessments as part of the OFP document.
Activity 8	The Program will administer 300 danger assessments to victims of domestic violence.

Performance Measure(s) - Performance Measure(s) are Target Output(s) and/or Short-Term Outcome(s). List Performance Measure(s) for Goal 1, Objective 1. below in either the Target Output(s) or Short-Term Outcome(s) column or both columns. If more than one Target Output or Short-Term Outcome for Objective 1, Goal 1., click on the "Add Row" button and enter "For Objective 1.". If there is an Objective 2, click on the "Add Row" button and enter "For Objective 2.". (NOTE: The information will show when the application is checked back in or when printed.)

	Target Output(s)	Short-Term Outcome(s)
For Objective 1.	850 reports	Program will have information needed to reach out to victims and to law enforcement for interventions as appropriate
Objective 2	25 assessments	Victims and law enforcement will have helpful information about level of danger for victim
Objective 3	700 victims	Victims will have information about resources and services available
Objective 4	700 victims	Victims will have information about resources and services available
Objective 5	90 victims	Victims will have information about resources and services available
Objective 6	20 victims	Victims will have information about resources and services available
Objective 7	70 victims	Victims will have OFP
Objective 8	300 danger assessments	Victims and service providers will better understand level of danger

Question: **GOAL 2:** Enter below, if applicable.

Answer: ENHANCE THE KNOWLEDGE AND SKILLS OF LOCAL, REGIONAL, AND STATEWIDE LAW ENFORCEMENT RELATING TO DOMESTIC VIOLENCE AND SEXUAL ASSAULT ISSUES

Objective(s) - List Objective(s) for Goal 2 below. If more than one Objective, click on the "Add Row" button. (NOTE: The information will show when the application is checked back in or when printed.)

Objective(s)	
Objective 1.	To provide information and training for criminal justice professionals on domestic violence/sexual assault response, including implications of the use of the Johns Hopkins danger assessments, dual arrests, and best practice policies and protocols.
Objective 2	: To monitor law enforcement incident reports on domestic violence/sexual assault crimes.

Activity(ies) - List Activity(ies) for Goal 2 below. If more than one Activity, click on the "Add Row" button. (NOTE: The information will show when the application is checked back in or when printed.)

Activity(ies)	
Activity 1.	Provide training for 50 law enforcement officers and officer trainees at the Law Enforcement Academy, technical institutes or career colleges on the dynamics of domestic violence, services available, and process for obtaining Orders for Protection including the use of danger assessments
Activity 2	Provide training for the local CCR on model policies and practices for a consistent community response to domestic violence and identify policies and practices that would improve victim safety and offender accountability.
Activity 3	Meet with new officers of the Fargo and West Fargo Police Department and the Cass County Sheriff's office to provide individual training on protocol/procedure for domestic violence calls, dynamics and services available for victims.
Activity 4	Offer an annual training to law enforcement officers, prosecutors, SANE nurses, and other professionals on working with victims of sexual assault and/or domestic violence.
Activity 5	Meet regularly with law enforcement supervisory staff on observations and recommendations on incident reports

Performance Measure(s) - Performance Measure(s) are Target Output(s) and/or Short-Term Outcome(s). List Performance Measure(s) for Goal 2, Objective 1. below in either the Target Output(s) or Short-Term Outcome(s) column or both columns. If more than one Target Output or Short-Term Outcome for Objective 1, Goal 2., click on the "Add Row" button and enter "For Objective 1.". If there is an Objective 2, click on the "Add Row" button and enter "For Objective 2.". (NOTE: The information will show when the application is checked back in or when printed.)

	Target Output(s)	Short-Term Outcome(s)
For Objective 1.	50 officers, criminal justice students or law enforcement trainees by September 2015	90% of Officers will report increased understanding of domestic violence, services available, processes for obtaining OFPs, and the use of danger assessments
For Objective 1	2 Model policies will be addressed by September 2015	Local CCR members will have better understanding of two model policies

Objective 1	5 new officers by September 2015	Officers will have increased understanding of RACC and services available
For Objective 1	20 professionals by September 2015	90% of Officers will report increased understanding of domestic violence and/or sexual assault, services available
For Objective 2	12 contacts by September 2015	Law enforcement supervisory staff will have a better understanding of any concerns about how DV calls are being handled by officers

Question: **GOAL 3:** Enter below, if applicable.

Answer: TO DEVELOP AND MAINTAIN A COMPREHENSIVE, SEAMLESS NETWORK OF RESPONSE TO DOMESTIC VIOLENCE/SEXUAL ASSAULT CRIMES IN THE FARGO-MOORHEAD AREA

Objective(s) - List Objective(s) for Goal 3 below. If more than one Objective, click on the "Add Row" button. (NOTE: The information will show when the application is checked back in or when printed.)

Objective(s)	
Objective 1.	To participate in networks of criminal justice systems professionals and others responding to domestic violence and sexual assault
Objective 2.	To develop and implement effective policies and procedures resulting in increased safety for victims of domestic violence and sexual assault a meaningful consequences for assailants

Activity(ies) - List Activity(ies) for Goal 3 below. If more than one Activity, click on the "Add Row" button. (NOTE: The information will show when the application is checked back in or when printed.)

Activity(ies)	
Activity 1.	Facilitate and participate in quarterly meetings of the Cass County Domestic Violence & Sexual Assault Response Team Committees which includes prosecutors, probation officers, court personnel, batterer's treatment providers, victim service personnel, law enforcement, and medical providers to enhance networking and information exchange.
Activity 1.	Attend CAWS/CASAND meetings to network with other service providers in the state and gain and share information on criminal justice response issues.
Activity 1.	Provide results of the law enforcement incident reports and domestic violence and sexual assault court hearings monitored (CourtWatch) for publication in the agency's newsletter once during the grant period. Information will be shared with individuals in the community and the criminal justice system, including information on dual arrests and danger assessments.
Activity 2.	Hold quarterly task meetings of "decision makers" from the Cass Co. Sheriff's Department, Fargo police, and West Fargo police, and prosecutor's office to review policies and protocol, make recommendations for improvements, to develop new, formalized, policy and procedures for response to domestic violence incidents.
Activity 2.	Review the effectiveness of the new policies regarding assessment of domestic violence incidents in collaboration with Fargo and West Fargo Police Department.

Performance Measure(s) - Performance Measure(s) are Target Output(s) and/or Short-Term Outcome(s). List Performance Measure(s) for Goal 3, Objective 1. below in either the Target Output(s) or Short-Term Outcome(s) column or both columns. If more than one Target Output or Short-Term Outcome for Objective 1, Goal 3., click on the "Add Row" button and enter "For Objective 1.". If there is an Objective 2, click on the "Add Row" button and enter "For Objective 2.". (NOTE: The information will show when the application is checked back in or when printed.)

	Target Output(s)	Short-Term Outcome(s)
For Objective 1.	8 meetings by September 2015	Enhanced networking and information exchange
For Objective 1.	4 meetings by September 2015	Increased information sharing across state
For Objective 1.	1 report by September 2015	Increased understanding of the nature and extent of the issues locally
For Objective 2.	2 reports by September 2015	Law enforcement and RACC will have a shared understanding of the effectiveness of these policies and will make adjustments as necessary

Question: **GOAL 4:** Enter below, if applicable.

Answer: TO COLLABORATE WITH LAW ENFORCEMENT TO ASSURE APPROPRIATE RESPONSE TO VICTIMS OF DOMESTIC VIOLENCE AND SEXUAL ASSAULT.

Objective(s) - List Objective(s) for Goal 4 below. If more than one Objective, click on the "Add Row" button. (NOTE: The information will show when the application is checked back in or when printed.)

Objective(s)	
Objective 1.	To assure that public officials are accountable in their work on domestic violence and sexual assault cases.

Activity(ies) - List Activity(ies) for Goal 4 below. If more than one Activity, click on the "Add Row" button. (NOTE: The information will show when the application is checked back in or when printed.)

Activity(ies)	
Activity 1.	During the grant year, review an estimated 850 domestic assault incident reports in Cass County for compliance with law enforcement domestic violence policies and procedures. Follow-up will be made within one week regarding any non-compliance with established policies and procedures.
Activity 2.	Meet weekly throughout the grant period with local prosecutors to staff any felony cases of domestic violence or sexual assault to ensure appropriate charges and victim representation.
Activity 3.	Review outcomes of the new unified set of sexual assault protocols for all Cass County and Clay County responders with the assistance of the Red River Sexual Assault Response Team Committee by September 2015.
Activity 4.	Provide local Law Enforcement Officers (at their request) information about charging decisions and court outcomes in domestic violence cases (cases handled by their agency officers) as one measure of officers' success in handling cases by September 2015.

Performance Measure(s) - Performance Measure(s) are Target Output(s) and/or Short-Term Outcome(s). List Performance Measure(s) for Goal 4, Objective 1. below in either the Target Output(s) or Short-Term Outcome(s) column or both columns. If more than one Target Output or Short-Term Outcome for Objective 1, Goal 4., click on the "Add Row" button and enter "For Objective 1.". If there is an Objective 2, click on the

	Target Output(s)	Short-Term Outcome(s)
For Objective 1.	850 reports will be reviewed during the grant period.	Law enforcement will have information needed to improve their activities on domestic violence calls.
For Objective 1.	25 victims in felony cases will be informed of rights and services available during the grant period.	Increase victim safety and offender accountability
For Objective 1.	Audit on cases will be completed by March 2015.	
For Objective 1.	Report will be provided by September 2015.	Law enforcement will have better understand of the outcome of domestic violence cases in the criminal justice system.

Law Enforcement Project - SUSTAINABILITY

Question: **In two or three sentences, describe how this project will be funded after the STOP funds are no longer available.**
 Answer: The Cass County Sheriff's Office will continue to seek STOP funds to provide legal advocacy and criminal justice intervention services to victims through the Rape and Abuse Crisis Center. The Rape and Abuse Crisis Center's services are also supported in part by the United Way Cass Clay. In addition, it's Development Department continually seeks to secure support for all of its programs through individual and corporate donations and other fundraising efforts.

Law Enforcement Project - COOPERATION AND COLLABORATION

- 1. All applicants are required to submit three current letters of collaboration specific to the STOP project.** The letters should be written by other local or regional agencies your agency plans to partner with on the requested project described in this grant application to improve services to victims of domestic violence, sexual assault, stalking, and dating violence. The letters must be included with the grant application and must be current. Appendix A: Sample Letter. **See Checklist section for further instructions.**
- 2. Certification of Consultation:** The STOP grant requires law enforcement, prosecutorial, courts, and other agencies to consult with the local domestic violence/rape crisis agency during the course of developing their STOP grant application in order to ensure that proposed services, activities, and equipment acquisitions are designed to promote the safety, confidentiality, and economic independence of victims of domestic violence, sexual assault, stalking, and dating violence. Appendix B-2 Certification of Consultation form. **See Checklist section for further instructions.**
- 3. Benefits Agreement:** Law enforcement, prosecution, and court funds may be requested by other agencies only if they can document the project is a benefit to local/state law enforcement, prosecution, and court agencies. See Appendix C: Benefit Agreement form. **See Checklist section for further instructions.**

Law Enforcement Project - STOP FUNDS BUDGET

Complete the following budget screens for the Law Enforcement Project - STOP FUNDS BUDGET. (Do not include match. Match is identified in the MATCH FUNDS BUDGET section.)

For the Law Enforcement Project - STOP FUNDS BUDGET section, there is a delay on each of the budget screens for the totals to calculate. To resolve this, click on the "Save" button on the bottom of the page and then click on the "F5" key on your keyboard. The information will then update.

Print this page after completing the Law Enforcement Project - STOP FUNDS BUDGET to assist you to complete the MATCH FUNDS BUDGET and the FUNDING SUMMARY sections. To print this page, click on the printer icon located above (in the red area) underneath the "Log Out" link.

Personnel

Position Title	Annual Salary (Enter whole number. Do not include \$ sign, comma or cents)	Percentage of Time (Do not include the % sign. Example: For 5%, enter .05)	Total
			0.00
Totals			0

Click on the "Add Row" button to add another entry.

Question: Description of Duties
 Answer:

Fringe Benefits

	Projected Salary Request (Enter whole numbers. Do not include \$ sign, comma or cents. Example: For \$5,000, enter 5000)	Rate (Do not include % sign. Example: For 5%, enter .05)	Total
Projected salary requested x fringe benefit rate			0.00
Medical Insurance - show calculations in Explanation of Benefits			0.00

Click on the "Add Row" button to add another entry.

Question: Explanation of Benefits

Answer:

Travel, Food & Lodging

Question: In-state Travel

Per Diem

	# of Staff	# of Days	Rate (Do not include \$ sign)	# of Trips	Total
Per Diem					0.00
Totals					0

Lodging

	# of Staff	# of Days	Rate (Do not include \$ sign)	# of Trips	Total
Lodging					0.00
Totals					0

Mileage

	# of Miles	# of Cars	Rate (Do not include \$ sign. Example: For 56.5 cents, enter .565)	# of Trips	Total
Mileage					0.00
Totals					0

Question: Identify Trip Destination and Purpose

Answer:

Click on the "Add Another" link to add another trip.

In-state Travel	Amount
\$0.00	
Total	\$0.00

Supplies

Supplies (\$5,000 or less. Remember to attach three itemized quotes for computers, printers or cameras. See * below on how to attach a document.)

	Item Requested	# of Units	Cost per Unit (Do not include \$ sign. Example: For 55 cents, enter .55)	Total
Totals				0

Click on the "Add Row" button to add another entry.

Question: Justification

Answer:

* To attach a document, click on the "Attachments" link located on the left side of the screen. Click on the "Add Attachment" button. Click on the "Browse..." button to locate the document to attach. Once you have located the document, click on the document and click on the "Open" button. Click on the "OK" button. If you need to delete an attachment, click on the "Attachments" link located on the left side of the screen. Click on the "garbage can" symbol, which is the delete feature to remove the attachment. A message will display asking if you want to delete, click on the "OK" button.)

Rent/Utilities

Rent/Utilities

	# of Months	Rate (Do not include \$ sign. Example: For 55 cents, enter .55)	Total
Rent			
Utilities			
Totals			0

Question: Justification

Answer:

Communications (Telephone/Postage)

Communications

	Item Requested	# of Units	Cost per Unit (Do not include \$ sign. Example: For 55 cents, enter .55)	Total
Totals				0

Click on the "Add Row" button to add another entry.

Question: Justification

Answer:

Equipment (>\$5,000)

Equipment (>\$5,000) (Remember to attach three itemized quotes for each item requested. See * below on how to attach a document.)

	Item Requested	# of Units	Cost per Unit (Do not include \$ sign)	Total
Totals				0

Click on the "Add Row" button to add another entry.

Question: Justification

Answer:

* To attach a document, click on the "Attachments" link located on the left side of the screen. Click on the "Add Attachment" button. Click on the "Browse..." button to locate the document to attach. Once you have located the document, click on the document and click on the "Open" button. Click on the "Ok" button. If you need to delete an attachment, click on the "Attachments" link located on the left side of the screen. Click on the "garbage can" symbol, which is the delete feature to remove the attachment. A message will display asking if you want to delete, click on the "Ok" button.)

Consultant/Contractual

Consultant/Contractual

	Consultant/Contractor Name	# of Days	Rate Per Day (Do not include \$ sign, comma or cents. Consultant rates are limited to \$650 per day.)	Total
	Rape and Abuse Crisis Center	1	19796	19796.00
Totals				19796

Click on the "Add Row" button to add another entry.

Question: Justification

Answer: The above amount reflects amounts that will be paid to Rape and Abuse Crisis Center for funding a portion of the Criminal Justice Advocate position at the Center, along with a small amount to maintain her pro-rated portion of computer system maintenance. Costs are detailed in the attached STOP Contractual budget.

Other 1

Other 1

	Item Requested	Amount (Enter whole number. Do not include \$ sign, comma or cents.)	Total
Totals			0

Question: Justification

Answer:

Other 2

Other 2

	Item Requested	Amount (Enter whole number. Do not include \$ sign, comma or cents.)	Total
Totals			0

Question: Justification

Answer:

Other 3

Other 3

	Item Requested	Amount (Enter whole number. Do not include \$ sign, comma or cents.)	Total
Totals			0

Question: Justification

Answer:

Other 4

Other 4

	Item Requested	Amount (Enter whole number. Do not include \$ sign, comma or cents.)	Total
Totals			0

Question: Justification

Answer:

Other 5

Other 5

	Item Requested	Amount (Enter whole number. Do not include \$ sign, comma or cents.)	Total
Totals			0

Question: Justification

Answer:

Law Enforcement Project- MATCH FUNDS BUDGET

Match is calculated based on the Amount of STOP Funds Requested divided by 75% and then multiplied by 25%. Use the table below to calculate the Match Amount Required.

Match Calculation Table

	Enter Amount of Funds Requested (Enter whole number. Do not include \$ sign, comma or cents.)	Match Amount Required (Ignore the cents)
LAW ENFORCEMENT PROJECT	19796	6598.67

Match Funds Table for Law Enforcement Project - STOP MATCH FUNDS BUDGET

Identify Budget Category (i.e. Personnel;	Match Amount (Enter whole	Identify
---	---------------------------	----------

	Fringe Benefits, Travel, Food & Lodging, Supplies; etc.)	Description	Number. DO NOT include \$ sign, comma or cents.)	Source for Match
	Personnel	RACC Personnel detailed in Contract Services attachment	5538	United Way of Cass Clay
	Fringe Benefits	FICA & Health Insurance detailed in Contract Services attachment	1061	United Way of Cass Clay
Totals			6599	

Print this page after completing the MATCH FUNDS BUDGET to assist you to complete the FUNDING SUMMARY section. To print this page, click on the printer icon located above (in the red area) underneath the "Log Out" link.

Law Enforcement Project - FUNDING SUMMARY

STOP Funding Summary

	Law Enforcement Project - STOP FUNDS BUDGET Amount (from Law Enforcement Project - STOP FUNDS BUDGET. Enter whole number. Do not include \$ sign, comma or cents. Please round for the cents. Example: For \$5,000.25, enter 5000)	Law Enforcement Project - MATCH FUNDS BUDGET Match Amount (from table in MATCH FUNDS BUDGET section. Enter whole number. Do not include \$ sign, comma or cents. Example: For \$5,000, enter 5000)	Law Enforcement Project - BUDGET - Total
Personnel	0	5538	5538.00
Fringe Benefits	0	1061	1061.00
Travel, Food & Lodging	0	0	0.00
Supplies	0	0	0.00
Rent/Utilities	0	0	0.00
Communications (Telephone/Postage)	0	0	0.00
Equipment (>\$5,000)	0	0	0.00
Consultant/Contractual	19796	0	19796.00
Other 1			0.00
Other 2			0.00
Other 3			0.00
Other 4			0.00
Other 5			0.00
Totals	19796	6599	26395

Additional Funding Summary

	Is applicant direct recipient of the funds? Enter Y for Yes or N for No.	Total Amount Received (Enter whole number. Do not include \$ sign, comma or cents. Example: For \$5,000, enter 5000)	Funding Period
Victims of Crime Act (VOCA)	N	8187	7/1/13 - 6/30/14
Edward G. Bryne	N	3825	1/1/14 - 12/31/14
Family Violence Prevention and Services (FFV)	N	5634	10/1/13 - 9/30/14
Domestic Violence Prevention Fund	N	0	10/1/14 - 9/30/15
ND General Fund - T1 & T3	N	5348	7/1/14 - 7/1/15
Other - United Way	N	8820	1/1/14 - 12/31/14
Other - Non Federal Funds	N	524	10/1/14 - 9/30/15
Totals		32338	

Click on the "Add Row" button to add another entry.

Law Enforcement Project - CHECKLIST

Question: Title Page entirely completed

Answer: Completed (Including name of individual authorized to apply for grant funds)

Question: STOP Funding History, if applicable

Answer: Completed

Question: Current Efforts, if applicable

Answer: Completed

Question: Description of the Problem/Statistical Documentation

Answer: Completed

Question: Statutory Program Purpose Areas

Answer: Completed

Question: Project Description

Answer: Completed

Question: Goal(s), Objective(s), Activity(ies) and Performance Measure(s)

Answer: Completed

Question: Sustainability

Answer: Completed

Cooperation and Collaboration

Question: 1. Three current letters of collaboration (Refer to *STOP Violence Against Women Grant Guidance* for an example.) To attach the document, click on the "Attachments" link located on the left side of the screen. Click on the "Add Attachment" button. Click on the "Browse..." button to locate the document to attach. Once you have located the document, click on the document and click on the "Open" button. Click on the "OK" button. If you need to delete an attachment, click on the "Attachments" link located on the left side of the screen. Click on the "garbage can" symbol, which is the delete feature to remove the attachment. A message will display asking if you want to delete, click on the "OK" button.

Answer: Completed and Attached

Question: 2. Appendix B – 2: Certification of Consultation, complete if applicable (Refer to *STOP Violence Against Women Grant Guidance* for the form.) To attach the document, click on the "Attachments" link located on the left side of the screen. Click on the "Add Attachment" button. Click on the "Browse..." button to locate the document to attach. Once you have located the document, click on the document and click on the "Open" button. Click on the "OK" button. If you need to delete an attachment, click on the "Attachments" link located on the left side of the screen. Click on the "garbage can" symbol, which is the delete feature to remove the attachment. A message will display asking if you want to delete, click on the "OK" button.

Answer: Completed and Attached

Question: 3. Appendix C – original: Benefit Agreement (Refer to *STOP Violence Against Women Grant Guidance* for the form.) To attach the document, click on the "Attachments" link located on the left side of the screen. Click on the "Add Attachment" button. Click on the "Browse..." button to locate the document to attach. Once you have located the document, click on the document and click on the "Open" button. Click on the "OK" button. If you need to delete an attachment, click on the "Attachments" link located on the left side of the screen. Click on the "garbage can" symbol, which is the delete feature to remove the attachment. A message will display asking if you want to delete, click on the "OK" button.

Answer: Completed and Attached

Question: 4. Appendix D – Recipients must comply with the confidentiality and privacy requirements of the Violence Against Women Act, as amended. The acknowledgement form must be signed by the authorized representative and uploaded with the application on PRS. To attach the document, click on the "Attachments" link located on the left side of the screen. Click on the "Add Attachment" button. Click on the "Browse..." button to locate the document to attach. Once you have located the document, click on the document and click on the "Open" button. Click on the "OK" button. If you need to delete an attachment, click on the "Attachments" link located on the left side of the screen. Click on the "garbage can" symbol, which is the delete feature to remove the attachment. A message will display asking if you want to delete, click on the "OK" button.

Answer: Completed and Attached

Question: STOP Funds Budget

Answer: Completed

Question: Three bids for computers, printers or cameras, complete if applicable (Note: To attach the document, click on the "Attachments" link located on the left side of the screen. Click on the "Add Attachment" button. Click on the "Browse..." button to locate the document to attach. Once you have located the document, click on the document and click on the "Open" button. Click on the "OK" button. If you need to delete an attachment, click on the "Attachments" link located on the left side of the screen. Click on the "garbage can" symbol, which is the delete feature to remove the attachment. A message will display asking if you want to delete, click on the "OK" button.)

Answer: Not Applicable

Question: Three quotes for equipment requests, complete if applicable (Note: To attach the document, click on the "Attachments" link located on the left side of the screen. Click on the "Add Attachment" button. Click on the "Browse..." button to locate the document to attach. Once you have located the document, click on the document and click on the "Open" button. Click on the "OK" button. If you need to delete an attachment, click on the "Attachments" link located on the left side of the screen. Click on the "garbage can" symbol, which is the delete feature to remove the attachment. A message will display asking if you want to delete, click on the "OK" button.)

Answer: Not Applicable

Question: Match Funds Budget

Answer: Completed

Question: Funding Summary

Answer: STOP Budget Summary for STOP FUNDS BUDGET - Completed

Answer: Additional Funding Summary - Completed

Question: Validate application. If you have completed the application, click on the "Validate" button on the left side of the screen to determine if there are any errors. If no errors are shown, you are ready to submit the application. If errors are shown, go to the question(s) as noted and complete.

Answer: Validated with no errors

Question: Printed copy. Click on the "Generate PDF" button located on the left side of the screen if you want a printed copy of the application.

Note: A copy of the application is stored in PRS and may be accessed at any time if you prefer not to print out the application.

Answer: Print out application now

Submission. If you have validated the application and are ready to submit the application make sure that "Check Out Application" button is displayed on the left side of the screen. If the "Check In Application", button is displayed, click on the button. The application will not submit unless the application is checked in. When you are ready to submit the application, click on the "Submit" button. To view if the application was submitted, click on the "Submitted Applications" link. If the "Submitted Applications" link is not shown, click on the "All Programs" link on the left side of the page and then click on the "Submitted Applications" link. Click on a date (hyperlink) under the "Due Date" column to access completed report.

Completion. After you have submitted the application, click on the "Log Out" link located next to your name to exit PRS.



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NOV 21 2014

MEMORANDUM

CASS COUNTY COMMISSION

**Highway
Department**

Jason Benson, P.E.
County Engineer

Richard S. Sieg
Superintendent

Thomas B. Soucy, P.E.
Design and Construction
Engineer

TO: Cass County Commission

FROM: Jason Benson, Cass County Engineer *JB*

DATE: November 21, 2014

SUBJECT: Consent Agenda Item for December 1, 2014 Commission Meeting: Sections 28/29 Maple River Township Bridge Design Plans.

Attached is the Engineering Service Agreement for Houston Engineering, Inc. to complete the bridge design of the bridge located in sections 28/29 of Maple River Township on the Maple River. This bridge design is needed as a result of the field survey and hydraulic analysis completed earlier this year. Funding for this is allocated under our Engineering line item for unanticipated design/studies. The estimated cost of this work is \$28,644.00 per the attachment.

SUGGESTED MOTION: Authorize chair to sign the Engineering Service Agreement for Houston Engineering, Inc. to complete the bridge design of the bridge located in Sections 28/29 of Maple River Township on the Maple River.

1201 Main Avenue West
West Fargo, North Dakota
58078-1301

701-298-2370
Fax: 701-298-2395

NOV 21 2014

CONTRACT APPROVAL REQUEST

CASS COUNTY COMMISSION

COMPANY REQUESTING CONTRACT: Houston Engineering, Inc., 1401 21st Ave. N., Fargo ND 58102

DATE OF EXPECTED RETURN
TO THE COMMISSION OFFICE:

DATE OF REQUEST: November 21, 2014 December 1, 2014

DEPARTMENT HEAD REQUESTING SIGNATURE: *Jason Benson, 298-2372*

STATES ATTORNEY SIGNATURE: _____

STATES ATTORNEY COMMENTS: _____

PORTFOLIO COMMISSIONER SIGNATURE: _____

NOTE: Attached is the Engineering Service Agreement for Houston Engineering, Inc. to complete the bridge design of the bridge located in sections 28/29 of Maple River Township on the Maple River. This bridge design is needed as a result of the field survey and hydraulic analysis completed earlier this year. Funding for this is allocated under our Engineering line item for unanticipated design/studies. The estimated cost of this work is \$28,644.00 per the attachment.

SUGGESTED MOTION: AUTHORIZE CHAIR TO SIGN THE ENGINEERING SERVICE AGREEMENT FOR HOUSTON ENGINEERING, INC. TO COMPLETE THE BRIDGE DESIGN FOR THE BRIDGE LOCATED IN SECTIONS 28/29 OF MAPLE RIVER TOWNSHIP ON THE MAPLE RIVER.

CASS COUNTY GOVERNMENT ENGINEERING SERVICES AGREEMENT

Project Numbers and Locations: TB1101 – 28/29 Maple River Township – Maple River

Type of Project: Bridge Design

Type of Construction: Bridge/Slide Repair

THIS AGREEMENT is entered into by and between Cass County, herein after known as the County, and Houston Engineering of Fargo, North Dakota hereinafter known as Engineer.

I.

The Engineer shall perform the needed detailed construction design services only per Request for Proposal.

II.

The County will pay the Engineer as follows:

- A. Maximum Payment: The total contract cost to be per attached standard hourly rates not to exceed \$28,644.00 unless changed according to Section VI.

III.

The work under this agreement shall be performed as required to meet the project requirements and the contractor's work schedule.

IV.

Duly authorized representatives of the County, North Dakota Department of Transportation, and Federal Highway Administration (FHWA) shall have right to inspect and copy the Engineer's plans, files, and records relating to the work included in this agreement.

All books, documents, papers, accounting records, and other evidence pertaining to the cost incurred under the agreement shall be retained by the Engineer and available for inspection by the County, North Dakota Department of Transportation, or FHWA for a period of three years after the date of final payment.

The files and records shall be available in the Engineer's office located at Houston Engineering.

V.

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Engineer, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the County and North Dakota Department of Transportation shall have the right to annul this agreement without liability, or to deduct from the agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

VI.

No change in the type or extent of the work to be performed by the Engineer shall be made except by supplemental agreement in writing between the County and the Engineer. The supplemental agreement shall set forth the proposed changes of work, extension of time for preparation of the plans, and adjustment to the fee to be paid by the County to the Engineer, if any. On federal-aid participating projects any supplemental agreement must be approved by the North Dakota Department of Transportation.

VII.

This agreement may be terminated by the County and North Dakota Department of Transportation at any time upon written notice to the Engineer. In the event that such termination should take place before the completion of the total work to be performed hereunder the County will pay the Engineer for the completed hourly work not to exceed the total work to be performed under this contract.

In the event that the termination of this agreement is not the fault of the Engineer the County shall compensate the Engineer for services performed prior to the termination, along with reimbursable expenses then due.

The original copies of all drawing, prints, plans, and field notes prepared by the Engineer prior to termination shall become the property of the County. Such termination shall not affect any legal right of the County against the Engineer for any breach of this agreement.

The design services done as a result of this agreement are intended for use only on the project that is the subject of this agreement. The design services are not intended to be used on other projects. In the event that the County uses the design services that are the subject of this agreement on another project the use of the design services will be at the County's own risk.

VIII.

The Engineer shall indemnify, save, and hold harmless the County and/or North Dakota Department of Transportation and employees thereof, from any and all claims, demands, actions arising out of the negligent acts, errors, or omissions of the Engineer, his employees, or agent, in the performance of the agreement, or matters incidental thereto.

Any and all persons employed directly or indirectly by the Engineer who are engaged in the performance of any work or services required of the Engineer under this agreement shall be considered employees of the Engineer only and not of the County or North Dakota Department of Transportation.

The Engineer shall comply with applicable federal state and local laws together with all applicable ordinances and regulations applicable to the work. He shall procure all licenses, permits, and other rights necessary for the fulfillment of his obligations under this agreement.

The appropriate professional engineer (P.E.) and/or land surveyor (L.S.) endorsement shall be placed on all documents, plans, or plats.

The Engineer shall comply with Title VI of the Civil Rights Act of 1964, Executive Order 112246 and Executive Order 11375. In accordance with the aforementioned act, no person in the United States shall, on the grounds of race, color, religion, sex, age, handicap, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this agreement.

IX.

The services of the Engineer to be performed hereunder are personal and shall not be assigned, sublet, or transferred, except specialized services or additional work items. If the specialized services or additional work exceeds \$10,000.00, the contract with the agency or firm doing the work shall contain all the provisions of this agreement. The Engineer shall not engage, on a full-or part-time or other basis during the period of this agreement, any professional or technical personnel who are or have been at any time during the period of the agreement in the employment of the FHWA, the North

Dakota Department of Transportation, or the County, without the written consent of the public employer of such person.

X.

The Engineer shall obtain all risk record protection insurance to cover the loss of all survey notes or all other records or data obtained in connection with the work.

XI.

The Engineer is advised that his or her signature on this contract and/or agreement certifies that the company or any person associated with it is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.

ATTESTED:

COUNTY OF CASS

County Auditor

Chairperson, Board of County Commissioners

Date

Jeremy McLaughlin, Houston Engineering, Inc.

Date



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NOV 21 2014

CASS COUNTY COMMISSION

MEMO

Auditor


Michael Montplaisir, CPA
701-241-5601

Treasurer

Charlotte Sandvik
701-241-5611

**Director of
Equalization**

Frank Klein
701-241-5616

TO: CASS COUNTY COMMISSIONERS
FROM: ALICIA HILDEBRAND, AUDITOR'S OFFICE 
DATE: NOVEMBER 21, 2014
SUBJECT: AGREEMENT WITH THE STATE OF NORTH DAKOTA

The Department of Emergency Services has instituted a new policy enabling jurisdictions to receive advance receipt for the full federal and state cost share relating to the FEMA Public Assistance Program for large projects.

The attached agreement with the State of North Dakota would allow for timely repayment to the state should any large recovery project be found ineligible by the state or FEMA.

This would be very beneficial to Cass County as we currently have several large projects that we have not received money on from the 2009, 2010, 2011 and 2013 floods. Once this agreement is signed, we will receive payment on all of our large projects that are in a pending status.

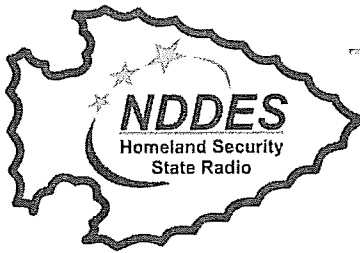
SUGGESTED MOTION:

Move to authorize the Chairman to sign the Agreement with the State of North Dakota to allow jurisdictions to receive the full federal and state cost share for large projects and timely repayment to the state if any should become ineligible by the state or FEMA.

Box 2806
211 Ninth Street South
Fargo, North Dakota 58103

Fax 701-241-5728

www.casscountynynd.gov



ND Department of Emergency Services

PO Box 5511
Bismarck, ND 58506-5511

Tel: (701) 328-8100
Fax: (701) 328-8181

Email: nddes@nd.gov
Website: www.nd.gov/des

"Ensuring a safe and secure homeland for all North Dakotans"

November 20, 2014

Dear Applicant Agent or County or City Official:

The Department of Emergency Services has instituted a new policy enabling you as a sub-applicant under the state to receive advance receipt of the entire federal and state cost share for FEMA approved large projects. The sheer number of large disasters experienced in the North Dakota and other states comprising FEMA Region VIII has caused delays in processing large project closeouts. Backlogs at FEMA and DES are being addressed; however, due to a combination of circumstances, it has taken several months to over a year for some large project closeout audits to be completed.

To remedy the larger issue, which is your ability to pay contracts for services and materials, the following policy is effective immediately.

Policy: Jurisdictions may elect to receive advance receipt for the full federal and state cost share relating to the FEMA Public Assistance Program for large projects by entering into an agreement with the State of North Dakota that provides for timely repayment to the state should any large recovery project or part of a project be found ineligible by the state or FEMA.

Advance receipt will be based upon the most current Project Worksheet approved by FEMA at the end of state closeout.

The attached agreement is applicable for all large projects currently in open disasters and must be signed by a jurisdictional representative having fiscal decision making authority such as the auditor, administrator, commission president, or mayor.

For all jurisdictions that have encountered difficulty servicing loans and paying contractors while awaiting final FEMA closeout, this policy and agreement provides a viable option for consideration.

If questions arise, please contact Randy Reimer at 701-328-8262 or Cody Schulz at 701-328-8256.

Sincerely,

Greg M. Wilz, Director
Homeland Security Division

cc: Mark Johnson, Association of Counties
Blake Crosby, League of Cities

Jack Dalrymple
Governor

Major General David Sprynczynatyk
Director - Department of Emergency Services

Greg M. Wilz
Director - Division of Homeland Security

Mike Lynk
Director - Division of State Radio



ND Department of Emergency Services

PO Box 5511

Tel: (701) 328-8100

Email: nddes@nd.gov

Bismarck, ND 58506-5511

Fax: (701) 328-8181

Website: www.nd.gov/des

"Ensuring a safe and secure homeland for all North Dakotans"

Agreement Between
North Dakota Department of Emergency Services

And

Cass County Government

For Receiving Advanced Receipt of the Federal and State Cost Share Relating to Large Project Recovery Funding

Whereas the grant qualifying jurisdiction identified here within asserts it is in its best interest to receive advance receipt of the State and Federal (FEMA funding) prior to FEMA final large project closeout; therefore, the entire federal and state cost share will be made available to the jurisdiction for large projects under the following agreed to conditions. This agreement is entered into for Disaster Declaration Number 1829, 1981, 4118, and 1907.

I, Chad Peterson, representing Cass County Government and in the position of Commission Chairman and having authority to enter into this agreement agree to the following.

- 1) To provide all documentation necessary for the Department of Emergency Services to conduct a state level close out review of all projects within the most current Project Worksheets.
- 2) To receive advanced receipt of the full state and federal cost share funding relating to the FEMA Public Assistance Program for large projects.
- 3) To pass funding as appropriate to sub-jurisdictions on a timely basis to enable prompt payment for work and materials used based upon documented work completed.
- 4) To pay back within 45 days all funds deemed or determined ineligible by the Department of Emergency Services or FEMA as a result of the final FEMA closeout audit for the project/s. If a project closeout is appealed by the jurisdiction and not overturned, the payment will be due 45 days from the date of finding.

I further understand that if repayment is not forthcoming within the 45 day period, the Department of Emergency Services may hold projected state and federal disaster recovery funds until payment is satisfied or if zero funding is projected, the State of North Dakota pursuant to NDCC 54-44-13 shall withhold all funds, grant-in-aid, tax shares, and other similar moneys due the subdivision from the state until the debt is serviced.

This agreement will self-terminate when all large projects are closed by FEMA relating the identified disaster above or at the request of local jurisdiction whichever occurs first.

Greg M. Wilz
Director, Homeland Security
Department of Emergency Services
State of North Dakota

Chad Peterson (Signature)

Commission Chairman (Printed Name)

Cass County Government (Position)

Cass County Government (Jurisdiction)

(Date)

12/1/2014 (Date)

Attest:

Michael Montplaisir (Signature)

County Auditor (Printed Name)

Cass County Government (Position)

Cass County Government (Jurisdiction)

12/1/2014 (Date)

The North Dakota Century Code language is provided for informational purposes.

54-44-13. Failure of Political Subdivisions to Repay Natural Disaster Overpayments Office of management and budget authorized to withhold funds.

Whenever an overpayment made to any state political subdivision under the Disaster Relief Act of 1970 [Pub. L. 91-606; 84 Stat. 1744], and all acts amendatory and supplemental thereto, is not repaid by the following July first, the state office of management and budget shall:

1. Upon certification from the governor's natural disaster representative that a political subdivision is delinquent in repaying such overpayment, withhold all funds, grants-in-aid, tax shares, and other similar moneys due the subdivision from the state until the subdivision repays either the federal or state government.
2. Cease to withhold funds when the governor's natural disaster representative certifies that the subdivision has repaid the overpayment.



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NOV 21 2014

MEMORANDUM

CASS COUNTY COMMISSION

**Highway
Department**

Jason Benson, P.E.
County Engineer

Richard S. Sieg
Superintendent

Thomas B. Soucy, P.E.
Design and Construction
Engineer

TO: Cass County Commission

FROM: Jason Benson, Cass County Engineer *JMB*

DATE: November 21, 2014

SUBJECT: Agenda Item for December 1, 2014 Commission Meeting:
New Contract for Professional Services for the Lake Agassiz
Regional Council for Acquisition Work

Cass County has previously contracted Professional Services for the Lake Agassiz Regional Council (LARC) for Acquisition Work. The current contract is expired and a new contract is needed for the LARC to complete our existing acquisition projects. This contract is the same as the past contract and is for an 18 month period.

SUGGESTED MOTION: Approve the Contract for Professional Services for the Lake Agassiz Regional Council for Acquisition Work.

1201 Main Avenue West
West Fargo, North Dakota
58078-1301

701-298-2370
Fax: 701-298-2395

CONTRACT FOR PROFESSIONAL SERVICES

Date: November 21, 2014

Agreement between: Cass County

And: Lake Agassiz Regional Council (LARC)
417 Main Avenue
Fargo, ND 58103

The aforementioned parties agree as set forth below:

Scope of Services

Lake Agassiz Regional Council (LARC) shall perform all work items described in **Exhibit A**.

Duration of Contract

The work to be performed under this contract shall run for a period of 18 months beginning April 23, 2015. Cass County shall be billed only for work described as an eligible activity, by the Federal Emergency Management Agency (FEMA).

Compensation and Method of Payment

LARC will perform all work as described in **Exhibit A** pertaining to the administration of the Federal Emergency Management Agency and the amount of payment shall be as follows:

- (a) Application to FEMA for Property Acquisition Funding: Direct and indirect LARC labor costs, materials and supplies. **Payment Schedule: See Exhibit B**
- (b) Property Acquisition: \$4,000 per property. **Payment Schedule: See Exhibit B**

Changes or Additions

Cass County may, from time to time, request changes or additions in the scope of the services of LARC to be performed hereunder. Such changes or additions, including any increases or decreases in the amount of LARC's compensation, which are mutually agreed upon by and between Cass County and LARC, shall be incorporated in written amendments to this Contract. All changes or additions must be described as eligible activities by the Federal Emergency Management Agency.

If necessary for grant completion, this contract may be renewed under the same terms and conditions beyond the 18 month period upon mutual consent by Cass County and LARC.

Termination of Contract for Cause

In the event that at any time LARC is in clear violation of the terms of this contract by non-performance of the described work items of the contract, Cass County may terminate this contract by giving written notice to LARC of such termination, stating all charges of non-compliance, at least thirty days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by LARC under this contract shall, at the option of Cass County, become Cass County's property and LARC shall receive compensation for all costs incurred up to and including the effective date of the termination.

Notwithstanding the above, LARC shall not be relieved of liability to Cass County for damages sustained by Cass County by virtue of any breach of the contract by LARC, and Cass County may withhold any payments to LARC for the purpose of set-off until such time as the exact amount of damages due Cass County from LARC is determined.

Termination by Mutual Consent

At any time this contract may be terminated by mutual consent of Cass County and LARC. The procedure to be used is as follows:

- (a) Cass County and LARC shall together draft a document of termination stating that the termination is of mutual consent and designating the method of payment for all completed work. The document shall be signed by both parties.

Personnel

- (a) LARC has, or will secure at its own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with Cass County.
- (b) None of the work or services covered by this Contract shall be sub-contracted without the prior written approval of Cass County. Any work or services sub-contracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

Reports and Information

LARC, at such times and in such forms as Cass County may require, shall furnish Cass County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

Data to be Furnished to LARC

All information, data, reports, records and maps as are available and necessary for the carrying out of the work as outlined above shall be furnished to LARC without any charge by Cass County and the latter shall cooperate in carrying out the work without undue delay.

EXHIBIT A

Lake Agassiz Regional Council proposes to assist Cass County in its flood recovery efforts in the following manner, recognizing that the legal responsibility for program evaluation and accountability remains with Cass County and its elected or appointed officials:

Lake Agassiz Regional Council, (acting as consultant) employed under the direction of Cass County will:

- I. In compliance with all federal regulations, prepare the appropriate applications to FEMA for property acquisition funding.
- II. Manage the property acquisition process, (in compliance with all federal regulations) including working with the property owners through the acquisition process of appraisal, offer and acceptance, closing and move-out.
- III. Manage the property disposal activity including the disposal of the acquired property through a competitive bidding process.
- IV. Manage the site clean-up process to include the demolition and site clean-up.
- V. Attend and give reports to Cass County and other county advisory groups.
- VI. Provide financial management, record keeping and reporting necessary to comply with all FEMA financial requirements, including progress reports, year-end performance reports and project closeout duties.
- VII. Provide other property acquisition duties necessary to fulfill the application requirements or the acquisition process.

EXHIBIT B

ADMINISTRATION PAYMENT SCHEDULE

Acceptance of application by FEMA	100% per application
Startup – Offer	20% per property
Property purchase from homeowner	45% per property
Disposal of the acquired property	15% per property
Demolition and site clean-up of the acquired property	10% per property
Close-out and final report to FEMA	10% per property



Public Health
Prevent. Promote. Protect.
Fargo Cass Public Health

FARGO CASS PUBLIC HEALTH
401 Third Avenue North
Fargo, ND 58102
Phone 701-241-1360
Fax 701-241-8559
www.cityoffargo.com/health

November 18, 2014

RECEIVED

NOV 24 2014

CASS COUNTY COMMISSION

Cass County Sheriff's Office
Attn: Sgt. Dean Haaland
P.O. Box 488
Fargo, ND 58107

Dear Dean:

Enclosed are copies of the Agreement for Enhanced Enforcement and Cops in Shops program with our agency.

Please return both copies signed in the self-addressed stamped envelope to our office.

A copy of the final executed agreement will be mailed to you.

Sincerely,

Ruth Bachmeier
Director of Public Health

RB/LA
Enclosure

AGREEMENT

THIS AGREEMENT, effective the 1st day of December 2014 by and between Fargo Cass Public Health (FCPH); and Cass County Sheriff's Office (Contractor).

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

1. **Term of Agreement:** The parties entered into a written agreement for the period of December 1, 2014 through September 30, 2015.
2. **Services to be provided by Contractor:**
 - A. Enhanced enforcement
 - B. Cops in Shops program
3. **Scope of Service:**
 - A. Enhanced enforcement.
 1. Provide 125 hours of staff time for DUI saturation patrol.
 2. Provide 40 hours of staff time to conduct DUI sobriety checkpoints.
 - B. Cops in Shops program.
 1. Provide 45 hours of staff time to conduct Cops in Shops.
4. **Support and Funding:**
 - A. Enhanced enforcement- DUI saturation patrols and sobriety checkpoints
 1. Support to carry out the Scope of Service under this contract shall include technical assistance provided as needed from FCPH prevention staff. Funding to carry out the Scope of Service under this contract shall be \$7,425.00 determined by the approved proposal budget (attachment A). Contractor shall receive half payment, \$3,712.50, on December 1, 2014; one quarter payment, \$1,856.25, on May 1, 2015; and final quarter payment, \$1,856.25, on September 30, 2015. Activity Reports shall be submitted monthly on the 7th day of the following month.
 - a. January 7th for December
 - b. February 7th for January
 - c. March 7th for February
 - d. April 7th for March
 - e. May 7th for April
 - f. June 7th for May
 - g. July 7th for June
 - h. August 7th for July
 - i. September 7th for August
 - j. October 7th for September
 2. The Contractor will submit Monthly Activity Reports on forms provided by FCPH. Per federal reporting requirement, the following information must be provided:
 - a. Date of implementation

- b. Frequency of activities
- c. Number of groups and participants served
- d. Gender, age, race and ethnicity of population served/affected
- e. Amount of money spent on the intervention and how much of it was Strategic Prevention Framework State Incentive Grant (SPF SIG).

B. Cops in Shops program.

1. Support to carry out the Scope of Service under this contract shall include technical assistance provided as needed from FCPH prevention staff. Funding to carry out the Scope of Service under this contract shall be \$2,025.00 determined by the approved proposal budget (attachment A). Contractor shall receive half payment, \$1,012.50, on December 1, 2014; one quarter payment, \$506.25, on May 1, 2015; and final quarter payment, \$506.25, on September 30, 2015. Activity Reports shall be submitted monthly on the 7th day of the following month.
 - a. January 7th for December
 - b. February 7th for January
 - c. March 7th for February
 - d. April 7th for March
 - e. May 7th for April
 - f. June 7th for May
 - g. July 7th for June
 - h. August 7th for July
 - i. September 7th for August
 - j. October 7th for September.

2. The Contractor will submit Monthly Activity Reports on forms provided by FCPH. Per federal reporting requirement, the following information must be provided:
 - a. Date of implementation
 - b. Frequency of activities
 - c. Number of groups and participants served
 - d. Gender, age, race and ethnicity of population served/affected
 - e. Amount of money spent on the intervention and how much of it was SPF SIG.

5. **Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.

FCPH may terminate this contract effective upon delivery of written notice to Contractor, under any of the following conditions:

- A. If FCPH funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity

of services, the contract may be modified to accommodate a reductions in funds.

- B. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.

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

FCPH, by written notice of default, including breach of contract, to Contractor may terminate the whole or any part of this agreement:

- A. If Contractor fails to provide services provided under the terms of this contract within the time specified herein or any extension thereof; or
- B. If Contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from FCPH, fails to correct such failures within ten (10) days or such longer period as FCPH may authorize.

The rights and remedies of FCPH provided in the above clause related to defaults, including breach of contract, by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

6. Progress/Data Reports:

- A. Enhanced enforcement- DUI saturation patrols and sobriety checkpoints.
 - 1. FCPH shall, throughout the effective dates of this agreement, conduct an ongoing evaluation of the Contractor's performance in carrying out the Scope of Service. Such evaluation may include, but not be limited to: periodic visits by departmental representatives to review progress made by Contractor in accomplishing stated goals/objectives. Contractor will submit written monthly reports on forms provided by FCPH.
- B. Cops in Shops program.
 - 1. FCPH shall, throughout the effective dates of this agreement, conduct an ongoing evaluation of the Contractor's performance in carrying out the Scope of Service. Such evaluation may include, but not be limited to: periodic visits by departmental representatives to review progress made by Contractor in accomplishing stated goals/objectives. Contractor will submit written monthly reports on forms provided by FCPH.

- 7. **Confidentiality:** The Contractor agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health

information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.

8. Special Considerations:

- A. It is understood and agreed upon that support received through this contract with Fargo Cass Public Health shall not be used to conduct activities or provide services outside of Cass County, ND. This type of activity shall be considered a violation of this contract.
- B. It is understood and agreed that the relationship created by this Agreement shall be that of contractor and contractee and shall not be deemed to be an employee of Fargo Cass Public Health for any other purpose.
- C. This service agreement shall be governed by the laws of the State of North Dakota. I hereby certify that the above assurances and provisions of service have been reviewed and our agency has agreed upon the conditions as set forth.

In Witness thereof, this purchase of service agreement has been executed between the Contractor and Fargo Cass Public Health on the date-executed below.

FARGO CASS PUBLIC HEALTH

CONTRACTOR

By _____
Ruth Bachmeier
Director of Public Health

By _____
Cass County Sheriff's Office
Chairman, Cass County Commission

Date _____

Date _____

By _____
Dennis R. Walaker
Mayor, City of Fargo

By _____
Cass County Sheriff's Office
Attest: Cass County Auditor

Date _____

Date _____

ATTACHMENT A

Budget Line Item and Justification	Amount
1. Justification: DUI Saturation Patrols \$ 45.00 per hour, this is to include mileage and also all incidentals associated with any other costs accrued from the Cass County Sheriff's Office (\$ 45.00 x 125 hours)	\$5,625.00
2. Justification: DUI Sobriety Checkpoints \$ 45.00 per hour, this is to include mileage and also all incidentals associated with any other costs accrued from the Cass County Sheriff's Office (\$ 45.00 x 40 hours)	\$ 1,800.00
3. Justification: Cops N Shops \$ 45.00 per hour, this is to include mileage and also all incidentals associated with any other costs accrued from the Cass County Sheriff's Office (\$ 45.00 x 45 hours)	\$2,025.00
Grand Total Requested	\$ 9,450.00



State's Attorney

Birch P. Burdick

Assistant State's Attorneys:

Mark R. Boening
Tracy J. Peters
Leah J. Viste
Reid A. Brady
Kara Schmitz Olson
Gary E. Euren
Kimberlee J. Hegvik
Cherie L. Clark
Tristan J. Van de Streek
Ryan J. Younggren
Renata J. Selzer
Tanya Johnson Martinez

Victim/Witness Coordinators:

Brenda Olson-Wray
Debbie Tibiatowski
Lori Lawson

Check Division/ Restitution:

Josi Schultz
Charlotte Eversvik

Box 2806
211 Ninth Street South
Fargo, North Dakota 58108

PH: 701-241-5850
Fax: 701-241-5838

MEMORANDUM

RECEIVED

NOV 24 2014

CASS COUNTY COMMISSION

TO: Heather Worden
Cass County Commission Office

FROM: Birch P. Burdick *Boening*
Cass County State's Attorney

DATE: November 24, 2014

RE: Renewal - Mental Health Contracts for 2015

I submit the below-listed contracts for the Commission's consideration on an upcoming consent agenda. Both contracts relate to the assignment of counsel to indigent respondents involved in involuntary mental health proceedings. The only changes from the prior contracts were to extend the term of the agreements to cover 2015 and increase the contract amounts by 2% (Cass County COLA for 2015).

- Ottmar & Ottmar, PC: This contract provides for a firm in Jamestown to consult with the respondents at the State Hospital to determine whether they wish to waive or contest a court hearing on the involuntary commitment petition. This does not involve representing respondents in the courtroom.
- Mottinger and Greenwood: For respondents who do not waive, this contract provides for their representation at all stages of the court proceedings.

I am providing the "original" contracts, which have been signed by the respective attorneys.

Ottmar & Ottmar, P.C.

Attorneys at Law

P.O. Box 1397

226 Second Avenue Southwest

Jamestown, North Dakota 58402-1397

Phone: (701) 252-7229

Fax: (701) 252-7461

Joanne H. Ottmar
Timothy J. Ottmar

Steven T. Ottmar

November 21, 2014

Birch P. Burdick
Cass County State's Attorney Office
PO Box 2806
Fargo, ND 58108

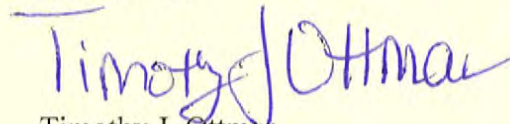
RE: Mental Health Public Defender Contract

Dear Birch:

Enclosed, per your request, please find the original 2015 Contract for Review of Respondents in Cass County Mental Health Proceedings, which I have executed. Please forward a copy to me once it has been executed by your chair.

Should you have any questions please feel free to contact me.

Yours truly,



Timothy J. Ottmar
Attorney at Law

TJO:dlh
Encls.

RECEIVED
NOV 24 2014

CASS COUNTY
STATES ATTORNEY OFFICE

**2015 CONTRACT FOR REVIEW OF RESPONDENTS IN
CASS COUNTY MENTAL HEALTH PROCEEDINGS**

This contract is made between the undersigned attorney(s), hereinafter referred to as ATTORNEY, and Cass County Government through its authorized representative, hereinafter referred to as COUNTY.

I. SERVICES COVERED

The ATTORNEY shall provide legal services for all Respondents physically located at the North Dakota State Hospital at Jamestown, North Dakota, who are subject to Mental Health commitment proceedings pursuant to N.D.C.C. 25-03.1 and are venued in Cass County, Fargo, North Dakota; provided, however, such legal services shall be limited to interviewing such Respondents for the sole purpose of determining whether or not they waive or demand any court hearing to which they may be entitled in Cass County District Court and to prepare and sign any necessary written documents evidencing such demand or waiver. It is expressly understood and agreed between the parties hereto that such legal services shall not include the representation of any Respondent in any North Dakota court.

II. CONTRACT PERIOD

This agreement shall commence January 1, 2015, and continue through and including December 31, 2015.

III. COMPENSATION

The ATTORNEY shall be paid the sum of \$9,723.00 for the contract period payable in equal monthly installments, starting on the last day of January 2015, and on the last day of each month thereafter through the end of the contract period.

IV. COSTS AND EXPENSES

The ATTORNEY shall pay for all costs and expenses incurred in providing contract services.

V. MISCELLANEOUS

The ATTORNEY is an independent contractor and shall not for any reason whatever be considered the agent of or an employee of COUNTY.

The County Commission shall be the supervising authority of this contract on behalf of COUNTY.

The ATTORNEY agrees to indemnify and hold harmless the COUNTY for malpractice claims made by persons represented by the ATTORNEY pursuant to this contract and in addition thereto, the ATTORNEY shall carry professional liability insurance in the amount of \$50,000.00 for any liability arising out of services provided pursuant to this contract.

The ATTORNEY or COUNTY may terminate this contract upon thirty (30) days written notice to the other party for any reason. If terminated under this provision, compensation will be paid on a pro rata basis through the time of termination. All necessary counsel services listed in Section I above for cases or proceedings for which appointments are made to the ATTORNEY prior to the termination date shall be completed without further compensation as part of the contract unless otherwise agreed to in writing by the COUNTY.

Dated this _____ day of _____, 2014.

Chair, Cass County Commission
Cass County, North Dakota

Dated this 0th day of Nov, 2014.

Ottmar & Ottmar, PC

By: Tina J Ott
Its: VP



**JOHNSON
& RAMSTAD
MOTTINGER**
LAW FIRM

A Professional Limited Liability Partnership

Craig E. Johnson*
Daylen D. Ramstad*
Steven D. Mottinger
Jay Greenwood*

*Also Licensed in Minnesota

15 South Ninth Street
Fargo, North Dakota 58103
Telephone: 701-235-7501
Fax: 701-235-8906

www.jrmlawfirm.com

November 6, 2014

Birch Burdick
State's Attorney
Cass County Courthouse
PO Box 2806
Fargo, ND 58108

RE: MENTAL HEALTH CONTRACT

Dear Birch:

Enclosed please find the mental health contract for 2015, which has been executed by both Mr. Greenwood and myself.

Thank you.

Sincerely,

Steven D. Mottinger

SDM:krh
Enclosure

RECEIVED

CASS COUNTY
STATE ATTORNEY OFFICE

**2015 CONTRACT FOR INDIGENT PERSONS
IN MENTAL HEALTH PROCEEDINGS
IN CASS COUNTY**

This contract is made between the undersigned ATTORNEY(S), hereinafter referred to as ATTORNEY(S), and Cass County Government through its authorized representative, hereinafter referred to as COUNTY.

1. SERVICES COVERED

The ATTORNEY(S) shall provide legal services for eligible indigent persons at all stages of the proceedings pursuant to Rule 6 of the North Dakota Rules of Professional Conduct.

2. REPRESENTATION

The ATTORNEY(S) shall represent indigent clients when, by order of the Court, they are required to have representation and are eligible to be provided appointed counsel in the following categories of cases:

2.1 Mental Health proceedings pursuant to NDCC Chapter 25-03.1 which are venued in Cass County and regardless of whether the respondent is either a resident or a non-resident of Cass County. Any fee collected for representation of a non-resident shall accrue to COUNTY and not to the public defender.

2.2 Appeals to the North Dakota Supreme Court related to such mental health proceedings.

3. CONFLICT OF INTEREST

If at any time after an appointment has been made and the ATTORNEY(S) discovers a conflict of interest pursuant to the North Dakota Rules of Professional

Conduct, the ATTORNEY(S) shall follow the general provisions under Rule 11.2 North Dakota Rules of Court when withdrawing from a case. It is further understood that reassignment of counsel will then be made.

4. CONTRACT PERIOD

The duration of this contract shall be from January 1, 2015, through December 31, 2015. All necessary counsel services listed in Section I above for cases or proceedings for which appointments are made to the ATTORNEY(S) on or before December 31, 2015, shall be completed without further compensation as part of this contract.

Additionally, the COUNTY shall have the right to annually renew this contract for the succeeding calendar year at least thirty (30) days prior to its expiration. If not expressly renewed, the contract will expire on December 31, 2015.

5. PAYMENT FOR SERVICES

The ATTORNEY(S) SHALL BE PAID THE TOTAL SUM OF \$37,090.00 per annum for the period of January 1, 2015, through December 31, 2015, payable in equal monthly installments at the end of the month in which the services are rendered, except as may be modified by a termination as provided below. The total sum shall be divided equally between the ATTORNEY(S) who are parties to this contract. The Cass County Auditor shall establish payment procedures. Similar payments will be made if this contract is renewed for additional annual terms as provided above, unless specifically changed in writing and signed by all parties.

6. COSTS AND EXPENSES

The ATTORNEY(S) shall pay for all costs, fees and expenses incurred in providing contract services, except for the following expenses which shall be paid by the County:

6.1 Witness fees.

6.2 Sheriff's fees.

6.3 Transcripts.

6.4 Per diem and mileage travel reimbursement: Upon approval of the County Auditor, expenditures for per diem and mileage travel expenses outside of Cass County will be paid at the state rate.

6.5 Psychological, psychiatric or chemical dependency evaluations.

6.6 Extraordinary expenses: Prior approval of the County Auditor is required for all expenses exceeding \$100.00 in total in any one case.

The ATTORNEY(S) will provide office space and supplies, clerical services and support personnel. In addition, the ATTORNEY(S) will provide all necessary books, equipment, furniture, malpractice insurance, photocopying expenses, and other necessities of the profession.

7. RECORD KEEPING AND REPORTING

The ATTORNEY(S) shall maintain individual case records showing services provided and hours served on each appointment, such records being submitted to the County Auditor by the 10th day of the month following disposition of the case.

8. INDEPENDENT CONTRACTOR

The ATTORNEY(S) is an independent contractor and shall not for any reason whatever be considered an agent or an employee of COUNTY.

9. SUPERVISING AUTHORITY

The County Commission shall be the supervising authority of this contract on behalf of COUNTY.

10. INDEMNITY

The ATTORNEY(S) agrees to indemnify and hold harmless the County for malpractice claims made by persons represented by the ATTORNEY(S) pursuant to this contract.

11. INSURANCE

The ATTORNEY(S) shall carry professional liability insurance in the minimum amount of \$50,000.00 for any liability arising out of services provided pursuant to this contract.

12. TERMINATION

The ATTORNEY(S) or COUNTY may terminate this contract upon thirty (30) days written notice to the other party for any reason. If terminated under this provision, compensation will be paid on a pro rata basis through the time of termination. All necessary counsel services listed in Section I above for cases or proceedings for which appointments are made to the ATTORNEY(S) prior to the termination date shall be completed without further compensation as part of the contract unless otherwise agreed to in writing by the county.

Dated at Fargo, North Dakota, this _____ day of _____, 2014.

Chair, Cass County Commission
Cass County, North Dakota

Dated at Fargo, North Dakota, this 5 day of June, 2014.



Steven D. Mottinger, Attorney

Dated at Fargo, North Dakota, this 5 day of November, 2014.



Jay R. Greenwood, Attorney



Information Technology

Terry Schmaltz
IT Director
701-241-5723

MEMO

RECEIVED

NOV 24 2014

CASS COUNTY COMMISSION

TO: Cass County Commission
FROM: Terry Schmaltz, IT Director
DATE: November 24th, 2014
SUBJECT: Courthouse Alerting System

Dear Commissioners,

Enclosed is a contract from Alertus Technologies, LLC for an alerting system for Cass County buildings.

The Sheriff's office has been looking for a system for several years to allow deputies at the security desk to alert courthouse employees in the event of an security incident. Previously estimates for a system were received from Foss Architects in the range of \$750,000.

The Alertus system uses existing our network infrastructure and once activated, the Alertus software system will flash or display alert notifications on employee's computers to lock down and shelter in place if necessary. This system will be able to alert both County and State employees located in the courthouse and annex.

The Sheriff's office will be developing protocols and provide training to county staff members prior to implementation.

The alerting system was budget for and approved in the 2015 budget.

Suggested Motion:

Authorized the Information Technology Director to sign the proposal from Alertus Technologies in the amount of \$15,606.00.

Box 2806
211 Ninth Street South
Fargo, North Dakota 58108

schmaltzt@casscountynnd.gov
www.casscountynnd.gov

Terry Schmaltz
IT Director



A L E R T U S
 11785 Beltsville Drive; 15th Floor, Beltsville, MD 20705

Quote
 Quote Number: 113392
 Date: 11/24/2014
 Valid Until: 08/15/2014
 Prepared By: Rick Tiene
 Phone: 866.425.3788 x714
 Email: rtiene@alertus.com

Prepared For:

Terry Schmaltz
 Cass County ND
 Information Technology Department 211 9th Street S
 Fargo, ND 58103

Cass County Courthouse Alertus System

Quantity	Part Number:	Product	Unit Price	Ext. Price
1	ANS-M	Alertus Notification System - Medium Perpetual enterprise-wide license of Alertus Server Software and Activation Console (GUI) for alert origination. Includes setup and configuration.	\$4,950.00	\$4,950.00
1	ENS-M	Enhanced Notification Service & Support - Medium Premier Feature License & Premier Support, Training and Setup Support as well as access to advanced features such as Premier Desktop, Mapping, Threatwatcher, Mobile Apps, and more.	\$6,200.00	\$6,200.00
2	AAB-E	Alert Beacon Ethernet/PoE Includes wall mount brackets. Rechargeable batteries or power supply sold separately if needed.	\$947.00	\$1,894.00
500	ADN-X	Alertus Desktop Notification Premier	\$3.40	\$1,700.00
2	AAB-N	Emergency Panic Button	\$185.00	\$370.00
2	ECS-B	Emergency Panic Button - USB Connected	\$210.00	\$420.00
			Subtotal:	\$15,534.00
			Tax:	
			Shipping:	\$72.00
			Total:	\$15,606.00

Terms and Conditions

1 **Product and Service.** Buyer agrees to pay the total amount in the above quotation/selected price plan or accompanying purchase order upon execution of this agreement, and in exchange, Alertus agrees to provide the deliverables. Alertus usually delivers orders for product and services in the sequence purchase orders are received. Alertus will not be liable for late delivery of product or service.

2 **Order Policy.** Orders for product or service must be in writing, and are not binding until accepted by Alertus in writing. Alertus may reject any order in its sole discretion. Acceptance of any order by Alertus is expressly limited to and made conditional upon the Terms and Conditions in the contract.

3 **Taxes.** Buyer agrees to inform Alertus if it does not hold sales tax exemption certificate. Buyer agrees to identify and remit all sales or use taxes directly to collection authorities. Buyer agrees to pay any and all import tariffs and taxes.

4 **Installation.** If ordered at separate charge, Alertus will install product for Buyer. Alertus products and services operate in conjunction with Buyers communications services and equipment. Buyer is responsible for determining the suitability of the product purchased from Alertus both for use with Buyers communication services and equipment and for the intended application.

5 **Software.** Buyer agrees that title to any software or other copyrighted materials provided to Buyer does not pass to Buyer upon sale and remains with Alertus or its licensors. Buyer agrees to use any software or other copyrighted materials provided subject to and in compliance with copyright law and any applicable license provisions. Buyer may install the server software on one server only, unless otherwise authorized by Alertus. Buyer is permitted to grant access to the frontend graphical user interface to as many staff as designated to activate system. Buyer agrees not to add, modify, or erase firmware software embedded on Alertus hardware appliances at any time, except if expressly authorized by Alertus.

6 **Shipment.** Buyer agrees to inspect the any shipped product and notify Alertus in writing of any damage within thirty (30) days after receipt of product. If Buyer does not notify Alertus in writing within fifteen days, neither Alertus nor the transport company will be liable to Buyer for any damages arising out of or related to the shipment of product.

7 **Warranty.** (a) Alertus warrants that product manufactured or services rendered by Alertus will be free from defects in material or workmanship for a standard one year after delivery to Buyer. Product defects caused by misuse, mishandling, abuse, neglect, willful physical damage, vandalism, or placement in contraindicated conditions or environments are excluded from this warranty. If notified of the defect within the warranty period, Alertus will repair or replace at its option defective product or service. Buyer must obtain authorization from Alertus prior to returning product to Alertus. Product returned to Alertus without authorization will not be accepted. (b) Product not manufactured by Alertus is covered only by the manufacturers warranty accompanying product delivered.

8 **Repair.** Repair service after expiration of the warranty for product is available from Alertus. Product returned to Alertus must be sent shipment prepaid, and Buyer must obtain authorization prior to returning product. Alertus will repair product on a time and materials basis. Buyer agrees to pay for the return cost of shipping repaired product to Buyer.

9 **Transferability; Resale.** Buyer agrees not to distribute, transfer, resell, or transmit any Alertus products, software, technical information, or business plan/strategic information to any third party without express written permission from Alertus. Buyer agrees not to commercially compete with Alertus or facilitate another partys ability to commercially compete with Alertus.

10 **Limitation of Liability.** IN NO EVENT WILL ALERTUS BE LIABLE TO BUYER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE FOR THE COST OF SUBSTITUTE GOODS OR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR RELATED TO THE GOODS OR SERVICE, EVEN IF ALERTUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF ANY DISCLAIMER OF WARRANTY OR LIMITATION OF REMEDY IS HELD UNLAWFUL OR INAPPLICABLE, OR TO HAVE FAILED ITS ESSENTIAL PURPOSE, LIABILITY WILL BE LIMITED TO THE AMOUNT PAID BY BUYER FOR THE SPECIFIC GOODS OR SERVICE ON WHICH THE CLAIM IS BASED. UPON TAKING POSSESSION AT DELIVERY, BUYER ACCEPTS ALL LIABILITY THAT MAY ARISE FROM BUYERS USE OR MISUSE OF ALERTUS PRODUCTS AND SERVICES. IN NO EVENT WILL ALERTUS BE LIABLE FOR DAMAGE TO PERSON OR PROPERTY BECAUSE OF THE COMPLETE OR PARTIAL FAILURE OF ITS PRODUCT TO OPERATE.

11 **Regulations.** Buyer shall comply at its own expense with all applicable laws, ordinances, regulations, and codes. Buyer acknowledges and accepts full responsibility for complying with all laws and regulations when operating product, including those of the Federal Communications Commission.

12 **Forum and Controlling Law.** Buyer agrees that any claim or dispute against Alertus must be resolved in a court located in Maryland, and Buyer agrees to submit to the personal jurisdiction of such courts for the purpose of litigating any claim or dispute. Maryland law will govern litigation of any claim or dispute.

13 **Nondisclosure.** Information disclosed pursuant to this agreement shall be used solely for the purpose of implementing and operating the product. Buyer agrees to hold the information in confidence, to use the information only for the purpose of implementing and operating the product, and not to disclose the information to any third party without express written consent from Alertus to the extent permitted by public records laws.

14 **General.** No failure or delay in exercising any provision of this contract will be construed as a waiver or release of any contract right. The contract is binding upon the assigns, executors, administrators, and other legal representatives of the parties. No modification of this contract will be effective unless signed by the Chief Executive Officer of Alertus. Buyer is entering into this agreement without reliance upon any statement, representation, promise, inducement, or agreement not expressly contained herein. This agreement Buyers purchase order constitutes the entire agreement between the parties. Buyer represents and warrants that the person signing this offer on Buyers behalf is authorized to bind Buyer in contract.

Accepted by "Buyer", Cass County ND:

Signature: _____

Date: _____

Name: _____

Title: _____

Accepted by Alertus Technologies, LLC:

Signature: _____

Date: _____

Name: _____

Title: _____