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Office of the Sheriff

Jesse Jahner, Sheriff

February 27, 2023

James Kapitan, Portfolio Commissioner
Cass County Commission
Cass County Courthouse
Fargo, ND 58103

Re: Agenda Request

Re: Professional Services Agreement with Dakota Children's Advocacy Center

Chairman Chad Peterson,

Attached is a contract for the Dakota Children's Advocacy Center for RST services for Officer Wellness. The RST (Resiliency, Support, Therapy) is used with vetted counselors trained for law enforcement. This was provided to the Sheriff's Office staff until the grant had passed. The grant was not awarded for a second request. The contract would be effective March 01st 2023, through August 01st 2023. The amount for the \$ 13,000.00 The ND Legislature has a bill and has bill to provide these services, if passes, after August 01, 2023. This would be assumed within the Sheriff's Office budget without any extra funds requested.

A copy of the agreement was provided to our States Attorney for her review.

Suggested Motion: Move to authorize the Sheriff's Office to sign the Professional Services Agreement with the Dakota Children's Advocacy center for law enforcement wellness services effective March 1, 2023, through August 01, 2023.

Should you have any questions, please contact me.

Respectfully,

Dean J. Haaland
Chief Deputy
Cass County Sheriff's Office

Cass County Sheriff
Law Enforcement Center
1612 23rd Avenue North
P.O. Box 488
Fargo, North Dakota 58107-0488
Phone: 701-241-5800
Fax: 701-241-5806

Cass County Sheriff
Courthouse
211 9th Street South
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Cass County Jail
450 34th Street South
Fargo, North Dakota 58103
Phone: 701-271-2900
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CONTRACT APPROVAL

REQUIRED BY DEPARTMENT:

DEPARTMENT: Sheriff's Office DATE OF REQUEST: March 1, 2023

COMPANY REQUESTING CONTRACT: Dakota Children's Advocacy Center

BRIEF PROJECT DESCRIPTION: Resiliency, Support ,Therapy Services

x NEW CONTRACT OR CONTRACT RENEWAL

REQUIRED BY STATE'S ATTORNEY OFFICE:

STATE'S ATTORNEY SIGNATURE: _____ DATE _____

STATE'S ATTORNEY COMMENTS:



AGENCY AGREEMENT

This agreement (“Agreement”) sets forth the agreed upon terms and conditions surrounding the Dakota Children's Advocacy Center’s (hereinafter referred to as DCAC) delivery of the Building Resiliency Together Membership Program (hereinafter referred to as “Program”) to employees (hereinafter referred to as “Participants”) of _____ (hereinafter referred to as “Client”) to begin March 1, 2023 (“Commencement Date”). This Agreement also refers to DCAC and Client individually as “Party” and collectively as the “Parties.”

Terms and Conditions

1. Term:

1. Term of this contract shall be five months commencing March 1, 2023 and ending August 31, 2023 unless either Party shall deliver to the other Party written notice of non-renewal not less than ninety (30) days prior to the expiration of the initial term or any applicable renewal term.
2. In the event that DCAC fails to perform any material Service required to be performed by DCAC hereunder, and such failure shall not be cured by DCAC within thirty (30) days following the delivery of written notice by Client to DCAC setting forth, in detail, the circumstances of such failure of performance, Client shall have the right to terminate this Agreement upon the expiration of such ninety (30) day period.

2. Fees:

1. Client agrees to pay DCAC a fee of \$ 162.50 per RST Session plus 5% admin fee each month billed, not to exceed \$ _____ during the term of this contract.
2. Client represents that as of the Commencement Date it has approximately _____ employees who will participate in the program.
3. Client may update employee counts to provide additional services at the additional fee of \$162.50 per addition visit, if the number of employees increases.
4. DCAC will invoice Client on a monthly basis starting the month after the Commencement Date.
5. In the event that any payment due DCAC hereunder is not received by DCAC from Client when due, a delinquency charge shall be assessed on each installment assessed in default for not less than five (5) days in an amount not to exceed five percent (1.5 %) for each month the installment remains unpaid, or the maximum amount allowed by law, in addition to other costs and expenses incurred by DCAC to collect any amounts due hereunder.

3. **Services:** The Program shall include those services described in “Membership Benefits.”
4. **Relationship of the RST Providers:** An RST Provider is an independent contractor and not an employee of DCAC or the Client. An RST Provider does not have the authority to act for, or to bind DCAC or the Client in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of, DCAC or Client.

RST Providers sign a contract with the DCAC and must agree to maintain Provider’s licensure and shall immediately notify DCAC in the event Provider’s license to practice psychology, therapy, or counseling is canceled, suspended, or otherwise impaired or investigated by any licensing board.

All services are to be performed solely at the risk of the Provider and the Provider shall take all precautions necessary for the proper performance thereof. Provider will maintain general liability and professional liability insurance coverage with minimum limits of \$1,000,000/\$3,000,000 with a duly licensed insurance carrier at all times during the term of the Agreement.

5. **Confidentiality:** The Program will comply with all applicable state and federal HIPAA privacy rules. Clinical records are treated as confidential and will not be released. The DCAC will prepare and provide to Client customary quarterly statistical management reports, without disclosure of the identity of any Participant utilizing services.
6. **Force Majeure:** No failure, delay or default in performance of any obligation of DCAC shall constitute an event of default or breach of the Agreement to the extent that such failure to perform, delay or default arises out of a cause, existing or future, that is beyond the control and without negligence of DCAC, including, but not limited to: action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; war; terrorism; riot; pandemic; theft; flood, earthquake, or and other natural disaster.
7. **Liability Insurance:** DCAC will maintain general liability and professional liability insurance coverage, each with minimum limits of \$1,000,000/\$3,000,000, with a duly licensed insurance carrier at all times during the term of the Agreement. Likewise, Client will maintain general liability and professional liability insurance coverage with minimum limits of \$1,000,000/\$3,000,000 with a duly licensed insurance carrier at all times during the term of the Agreement.
8. **Indemnify:** Client will defend, indemnify, and hold DCAC harmless against any and all suits, claims, demands or liabilities arising out of or in any way connected with this Agreement except to the extent that such liability is the sole result of negligent acts of DCAC, its officers or employees. It is expressly understood and agreed that the Client’s obligations to indemnify DCAC shall survive any termination of this Agreement.
9. **Covered Participants:** Participation is restricted to those elected by the Client from its staff. No family member, friend, or significant other is eligible for participation.
10. **Notices:** Any notice required hereunder will not be effective, unless in writing, signed by an authorized officer of the Party delivering such notice, and sent by certified mail or recognized overnight carrier to the signatories below.

11. **Billing Contact Information:** Client agrees to provide DCAC with current and updated billing contact information.

Client Billing Contact:

Address:

Phone number:

Email address:

12. **Amendment:** Any changes, additions, or deletions to this Agreement will not be considered binding or agreed to unless the modifications have been initialed or otherwise approved in writing by an authorized representative of the other Party.

13. **Relationship of the Parties:** DCAC and Client agree that DCAC is an independent contractor and neither Party nor their respective employees or agents shall be deemed to be an employee of the other, nor shall this Agreement be deemed to create a partnership, joint venture, agency relationship or other association between the Parties hereto.

14. **Entire Agreement:** This Agreement, together with the Schedules attached hereto, shall constitute the entire Agreement by and between the Parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein and, this Agreement shall supersede all prior and contemporaneous communications, representations, or agreements, either verbal or written, by and between the Parties hereto, all of which are merged herein.

Please sign below to acknowledge each Party's acceptance of these terms.

Dakota Children's Advocacy Center

Authorized Representative

Date

Authorized Representative

Date

building resiliency T O G E T H E R

MEMBERSHIP BENEFITS

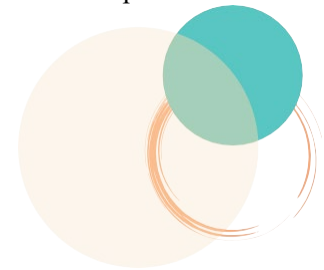
The Building Resilience Together Project represents organizations serving victims in the region courageously seeking innovative solutions to address the impact of trauma and secondary trauma, empathic strain, and burnout in their organizations and teams.

Organizations Serving Victims include law enforcement, crisis centers, medical professionals, social service providers, advocates, and mental health professionals.

Membership Features

○ RST – Resiliency.Support.Therapy.

- Trauma-informed specialized employee assistance program specifically for victim service providers in the region
- Addresses the impact of high-stress and trauma-exposed fields.
- Designated providers with expertise in trauma and secondary traumatic stress
- Areas of focus may include
 - Building resilience for working in trauma-exposed fields
 - Low-impact debriefing,
 - Secondary traumatic stress support
 - Evidence-based therapy for the impact of trauma & secondary trauma



○ Organizational Resources

- Access to member webpage, skill videos, and resources on vicarious trauma and building resilience
- Monthly resource emails Onboarding resources Annual Project Report

○ Training & Professional Development

- Live trainings on topics related to vicarious trauma and building resilience
- Quarterly membership connection for leaders

Membership Value

○ Why is this important?

- Exposure to trauma is part of everyday life for those working in organizations serving victims
- Organizations serving victims need to invest in the well-being of employees and have policies and procedures that guard against secondary trauma and build resiliency
- Organizations have a responsibility to staff to provide support and protection, like providing psychological PPE for employees that are at risk daily

○ Why the Membership Subscription is Beneficial

- Easy to plan and budget for the yearly cost
- Simplified billing with one annual bill
- The trauma-informed specialized employee assistance program
- Promotes a trauma-informed and secondary trauma-informed organizational culture
- Access to innovative resources
- An investment that pays off over time and reduces the cost of burnout
 - Supports workplace wellness
 - Reduces occupational stress
 - Improves employee morale
 - Enhances team performance
 - Improves retention

2023 MEMBERSHIP FEES

The cost of membership is based on the number of employees for a specific department, team, or agency. If an agency employs 100 people but the victim service team is comprised of 15 people, an agency may elect to access membership for the victim service team alone.

Please contact pcondol@dakotacac.org about specific contracts.

Annual Membership Fees:

- \$2500: 1 - 10 Employees
- \$5000: 11 - 20 Employees
- \$7500: 21 - 30 Employees
- \$10,000: 31 - 50 Employees
- \$15,000: 50 - 100 Employees
- Negotiated Contract: 100+ Employees

Membership is available beginning January 1, 2023. Contracts are negotiated on an annual basis and will be prorated.