

**STATE OF MINNESOTA  
PROFESSIONAL AND TECHNICAL SERVICES  
MASTER CONTRACT**

This master contract is between the State of Minnesota, acting through its Commissioner of the Department of Employment and Economic Development, Vocational Rehabilitation Services Division ("State") and Allina Health dba Courage Kenny Rehabilitation Institute 3915 Golden Valley Road, Minneapolis, MN 55422 ("Contractor").

**Recitals**

1. Under Minnesota Statute § 15.061, Minn Stat. 268A the State is empowered to engage such assistance as deemed necessary.
2. The State is in need of comprehensive driving evaluations, adaptive equipment recommendation for motor vehicles and behind the wheel driving instruction for Vocational Rehabilitation consumers.
3. The Contractor represents that it is duly qualified and agrees to perform all services described in this master contract and performed under work order contracts to the satisfaction of the State.

**Master Contract**

**1. Term of Master Contract**

**1.1. Effective Date:** *October 1, 2016*, or the date the State obtains all required signatures under Minnesota Statute § 16C.05, subdivision 2, whichever is later.

**The Contractor must not accept work under this master contract until this master contract is fully executed and the Contractor has been notified by the State's Authorized Representative that it may begin accepting work authorizations.**

**1.2. Work Authorizations.** The term of work under work order contracts issued under this master contract may not extend beyond the expiration date of this master contract.

**1.3. Expiration Date:** September 30, 2018

**1.4. Survival of Terms.** The following clauses survive the expiration or cancellation of this master contract and all work authorizations: 8. Indemnification; 9. State Audits; 10. Government Data Practices and Intellectual Property; 13. Publicity and Endorsement; 14. Governing Law, Jurisdiction, and Venue; and 18. Data Disclosure.

**2. Scope of Work**

The Contractor, who is not a state employee, may be requested to perform any of the following services under individual work authorizations:

Provide comprehensive driving evaluations, adaptive equipment recommendations for motor vehicles and behind the wheel instructions for persons with disabilities who reside through-out Minnesota and are Vocational consumers. These activities are detailed in Attachment A which is attached and incorporated into this contract.

The Contractor understands that only the receipt of a fully executed work authorizations authorizes the Contractor to begin work under this master contract. Any and all effort, expenses, or actions taken before the work order contract is fully executed is not authorized under Minnesota Statutes and is under taken at the sole responsibility and expense of the Contractor.

The Contractor understands that this master contract is not a guarantee of a work authorization. The State has determined that it may have need for the services under this master contract, but does not commit to spending any money with the Contractor.

**3. Time**

The Contractor must comply with all the time requirements described in work order contracts. In the performance of work order contracts, time is of the essence.

4. **Consideration and Payment**

4.1. **Consideration.** The State will pay for all services satisfactorily performed by the Contractor for all work order contracts issued under this master contract. The total compensation of all work authorizations may not exceed \$ 230,000\_\_\_\_\_.

**Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of any work order contract will be reimbursed in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the commissioner of Employee Relations. The Contractor will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

4.2. **Payment**

(A) **Invoices.** The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely no more frequently than monthly.

(B) **Retainage.** Under Minnesota Statutes § 16C.08, subdivision 2 (10), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's agency head. The balance due will be paid when the State's agency head determines that the Contractor has satisfactorily fulfilled all the terms of the work order contract.

5. **Conditions of Payment**

All services provided by the Contractor under a work authorization must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Secretary of State. The Contractor will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6. **Authorized Representatives and Project Managers**

The State's Authorized Representative for this master contract is Kimberly Peck, 332 Minnesota Street, St Paul, MN 55101, 651-259-7345, or his/her successor, and has the responsibility to monitor the Contractor's performance.

The Contractor's Authorized Representative is Kathy Woods, 3915 Golden Valley Road, Minneapolis, MN 55422, 612-775-2829. If the Contractor's Authorized Representative changes at any time during this master contract, the Contractor must immediately notify the State.

7. **Assignment, Amendments, Waiver, and Contract Complete**

7.1. **Assignment.** The Contractor may neither assign nor transfer any rights or obligations under this master contract or any work authorization without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this master contract, or their successors in office.

7.2. **Amendments.** Any amendment to this master contract or any work authorization must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.

7.3. **Waiver.** If the State fails to enforce any provision of this master contract or any work authorization, that failure does not waive the provision or its right to enforce it.

**7.4. Contract Complete.** This master contract and any work authorization contain all negotiations and agreements between the State and the Contractor. No other understanding regarding this master contract or work authorization, whether written or oral, may be used to bind either party.

**8. Indemnification**

In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.

**9. State Audits**

Under Minnesota Statute § 16C.05, subdivision 5, the Contractor's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this master contract.

**10. Government Data Practices and Intellectual Property**

**10.1. Government Data Practices.**

The Contractor and State must comply with the Minnesota Government Data Practices Act, Minnesota Statute Ch. 13, as it applies to all data provided by the State under any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under the work authorization. The civil remedies of Minnesota Statute § 13.08 apply to the release of the data referred to in this clause by either the Contractor or the State.

If the Contractor receives a request to release the data referred to in this Clause, the Contractor must immediately notify the State. The State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released.

**10.2. Intellectual Property Rights**

- (A) **Intellectual Property Rights.** The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under work authorizations*. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this master contract or any work order contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Contractor, its employees, agents, or subcontractors, in the performance of a work order contract. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Contractor upon completion or cancellation of the work order contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Contractor assigns all right, title, and interest it may have in the Works and the Documents to the State. The Contractor must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

(B) **Obligations**

1. **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Contractor, including its employees and subcontractors, in the performance of the work order contract, the Contractor will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.
2. **Representation.** The Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Contractor represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Contractor's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Contractor's or the State's opinion is likely to arise, the Contractor must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

11. **Affirmative Action Requirements for Contracts in Excess of \$100,000 and if the Contractor has More than 40 Full-time Employees in Minnesota or its Principal Place of Business**

The State intends to carry out its responsibility for requiring affirmative action by its Contractors.

- 11.1. **Covered Contracts and Contractors.** If the Contract exceeds \$100,000 and the contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minnesota Statute § 363A.36 and Minnesota Rule Parts 5000.3400-5000.3600. A contractor covered by Minnesota Statute § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.
- 11.2. **Minnesota Statute § 363A.36.** Minnesota Statute § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- 11.3. **Minnesota Rule Parts 5000.3400-5000.3600.**
  - (A) **General.** Minnesota Rule Parts 5000.3400-5000.3600 implement Minnesota Statute § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various

provisions of Minnesota Rule Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.

(B) **Disabled Workers.** The Contractor must comply with the following affirmative action requirements for disabled workers.

1. The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
3. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
5. The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Minnesota Statutes Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

(C) **Consequences.** The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.

(D) **Certification.** The Contractor hereby certifies that it is in compliance with the requirements of Minnesota Statute § 363A.36 and Minnesota Rule Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

## 12. **Workers' Compensation and Other Insurance**

Contractor certifies that it is in compliance with all insurance requirements specified in the solicitation document relevant to this Contract.

Further, the Contractor certifies that it is in compliance with Minnesota Statute § 176.181, subdivision 2, pertaining to workers' compensation insurance coverage. The Contractor's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the State's obligation or responsibility.

## 13. **Publicity and Endorsement**

13.1. **Publicity.** Any publicity regarding the subject matter of a work order contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided

resulting from a work order contract.

13.2. **Endorsement.** The Contractor must not claim that the State endorses its products or services.

14. **Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings out of this master contract and/or any work order contracts, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15. **Payment to Subcontractors**

(If applicable) As required by Minnesota Statute § 16A.1245, the prime contractor must pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the State for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

16. **Minnesota Statute § 181.59** The vendor will comply with the provisions of Minnesota Statute § 181.59 which requires:

Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

17. **Termination**

17.1. **Termination by the State.** The State or commissioner of Administration may cancel this master contract and any work order contracts at any time, with or without cause, upon 30 days' written notice to the Contractor. Upon termination, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

17.2. **Termination for Insufficient Funding.** The State may immediately terminate this master contract and any work order contract if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Contractor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the master contract or work order is terminated because of the decision of the Minnesota legislature or other funding source, not to appropriate funds. The State must provide the Contractor notice of the lack of funding within a reasonable time of the State's receiving that notice.

18. **Data Disclosure**

Under Minnesota Statute § 270C.65, Subdivision 3 and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number,

already provided to the State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

**19. E-Verify Certification (In accordance with Minn. Stat. § 16C.075)**

For services valued in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EVerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

**1. CONTRACTOR**

The Contractor certifies that the appropriate person(s) have executed the contract on behalf of the Contractor as required by applicable articles or bylaws

By: Ross Gustafson  
(with delegated authority)  
Title VP of Operations

Date: 10-26-16

**2. STATE AGENCY**

By: [Signature]  
Title: Director, Rehabilitation Services

Date: 10/27/2016

**3. COMMISSIONER OF ADMINISTRATION**  
As delegated to Materials Management Division

By: Rahul Dohra  
Date: 10-2-16

47717

**Exhibit A**

**Courage Kenny Rehabilitation Institute's  
Driver Assessment and Training Services:**

***Work Plan for MN DEED's RFP for  
Comprehensive Driving Assessment and Adaptive Equipment Training***

The Driver Assessment and Training service is a License Driving School with the State of Minnesota and takes an individual approach based on medical, physical and psychological needs for evaluation and training. Age of clientele 15 and older; and consists of the well elderly as well as those with physical disabilities, cognitive disabilities or mental health conditions. Evaluation services are provided in Golden Valley, Stillwater, Forest Lake, Coon Rapids, Burnsville, Owatonna, New Ulm, Buffalo, Cambridge, and St. Cloud. Lessons are typically done from CKRI location, the client's home or alternative location (school, work) as needed.

**Services include:**

Comprehensive Driver Assessment (3 hours) Clinical testing is completed to obtain a baseline for critical skills. Skills tested include: Physical mobility, coordination, reaction time, problem solving and judgment, processing of information, ability to divide attention, orientation, memory, eyesight and functional visual skills - acuity, visual field, contrast sensitivity, depth perception, binocular fusion, color recognition, processing, organization, perception, divided and selective attention. After completion of the clinical portion the client is taken behind the wheel to assess current driving habits or abilities (for new drivers, we look at their potential to learn safe driving skills), awareness of the environment around them and the ability to follow rules of the road. Instruction on defensive driving is provided during the drive portion. Equipment needs and/or vehicle modifications are assessed and determined during the clinical and drive portions of the evaluation.

Equipment Evaluation (2 hours) Equipment evaluations begin with an interview to obtain baseline information on client's diagnosis, medical concerns, transportation needs, wheelchair specifics and current driving history. The majority of the session is spent in the vehicle to identify equipment needs and ability to learn driving/modifications. Behind the wheel focus is to train in use of adaptive equipment as well as observe current driving habits or abilities (for new drivers, we look at their potential to learn safe driving skills), awareness of the environment around them and the ability to follow rules of the road. Instruction on defensive driving habits and use of vehicle modifications is provided during the drive portion.

Passenger Vehicle Evaluation (2 hours) This evaluation is for individuals who need recommendations for vehicle modifications for transportation only. Discussion, demonstration and trial include options for ramps versus lifts, benefits of van versus standard vehicle, tie-downs and stabilization options.

Behind the Wheel Training (1 hour session) Behind the wheel training is provided after successful completion of an evaluation. Training focuses on learning Rules of the Road, use of adaptive equipment, driving safety on residential, city and freeway roads, defensive

driving and development of confidence needed for independent driving. Training follows Minnesota curriculum guidelines in preparation for taking the State Road Test.

Post Vehicle Modification Assessment (2 hours) Program staff works with the client at the equipment vendor after the personal vehicle has been modified as prescribed and ready for delivery. CKRI staff provides consultation in the final fit to ensure that all equipment is installed as ordered and fit to the clients specifications. This session includes a drive in the new vehicle to verify client's ability to drive the vehicle as set up.

Transportation Vehicle Driver Instruction (2 hours) This is an in-vehicle service. Time is spent orienting and training the driver in use of various tie-downs, ramps, lifts, safety features of the vehicle. Basic disability sensitivity and awareness training is also included.

CKRI staff discuss the outcome and recommendations with the client and interested parties immediately following every evaluation. A written report is provided to the client at the time of the evaluation. If prescription recommendations are made for driving and/or vehicle modification a report will be mailed within 3 business days. A copy of the report is sent to the Vocational Rehabilitation case manager. Vehicles used for evaluation and training are program owned vehicles that comply with Minnesota state driving school requirements.

**CKRI's driver service fleet includes:**

- Sedans:
  - o Usable without adaptations
  - o Can be equipped with low tech modifications – 2-3 different types of hand controls, left foot accelerator and a variety of secondary control devices.
- Mid-tech van equipped with a lowered floor, ramp, 6-way power seat, 3 different types of hand controls, left foot accelerator, variable effort steering and braking and a variety of adaptations for secondary controls. The van is adapted for the driver to transfer to the OEM seat or drive from a wheelchair.

CKRI Driver Assessment and Training has 5 permanent FTE's on staff. Hours of operation are Monday-Friday from 8:00a to 5:00p.

# Courage Kenny Rehabilitation Institute's Driver Assessment and Training Fee Schedule

**All Locations**  
(Van available for evaluation only at Golden Valley)

Service	2017 Fees	2018 Fees
<b>Comprehensive Evaluation</b>		
Sedan	\$414	\$426
Van	\$543	\$559
<b>Equipment Evaluation</b>		
Sedan	\$383	\$394
Van	\$495	\$510
Passenger Vehicle Evaluations	\$321	\$331
<b>Lessons – 1 hour</b>		
Sedan- 3 <sup>rd</sup> party	\$196	\$202
Van – 3 <sup>rd</sup> Party	\$272	\$280
Post Vehicle Modification Assessment	2 hour lesson charge	2 hour lesson charge
State road test	2 hour lesson charge	2 hour lesson charge
<b>Cancellation Fee</b>		
	\$100 fee for <2 business day notice of cancellation or no show.	\$100 fee for <2 business day notice of cancellation or no show.

