



Community Services Division
REQUEST FOR PROPOSAL
For
Support Statements for Commitment Screenings

RFP Release Date: June 1, 2026

For Questions & Information: Olivia Burns, Contract Specialist

E-Mail: Olivia.Burns@co.dakota.mn.us

Proposal Due Date: July 1, 2026 at **12:00 p.m.**

Submit Proposals To: Olivia Burns
Contract Specialist
Olivia.Burns@co.dakota.mn.us

To access this document online, visit our website at [Requests for Bid, Proposals & Information | Dakota County](#).

GENERAL INFORMATION

A. Purpose and Scope

Dakota County Community Services is seeking to contract with one or more community agencies with capacity to provide examinations and written reports for Support Statements for Commitment Screenings.

In accordance with MN Statutes 253B.02, "Examiner" means a person who is knowledgeable, trained, and practicing the diagnosis and assessment or in the treatment of the alleged impairment, and who is:

- A licensed physician;
- A mental health professional qualified under [section 245I.04, subdivision 2](#)
- An advanced practice registered nurse certified in mental health or a licensed physician assistant, except that only a physician or psychologist meeting these requirements may be appointed by the court as described by sections 253B.07, subdivision 3; 253B.092, subdivision 8, paragraph (b); 253B.17, subdivision 3; 253B.18, subdivision 2; and 253B.19, subdivisions 1 and 2, and only a physician or psychologist may conduct an assessment as described by Minnesota Rules of Criminal Procedure, Rule 20.

B. Instructions for Submitting a Proposal

Proposal, **one (1) electronic copy via email**, must be received by 12:00pm. (CDT), Wednesday, July 1, 2026. Late or incomplete proposals may not be accepted. Proposals should be sent to:

Olivia Burns
Contract Specialist
Dakota County Community Services
Email: Olivia.Burns@co.dakota.mn.us

1. Proposal Requirements

The proposal must have a font size of no less than 11 point, pages numbered, and include:

1. A cover letter
2. Exhibit 1: Contractor Fact Sheet
3. Exhibit 2: Trade Secret Information Form
4. Exhibit 3: Non-Collusion and Conflict of Interest Statement
5. Exhibit 7: Community Services Division Solicitations: Data Management Questionnaire
6. Attachment A: Evaluation Criteria

2. Evaluation and Selection Criteria will be based on:

- Following instructions to submit proposal as defined under General Information, Section B
- Response to Attachment A: Evaluation Criteria

3. Responder Inquiries

Email - No Conference or Interview

In order that all potential Responders to this RFP receive information equally, questions pertaining to this RFP and its contents must be sent to Olivia Burns, Contract Specialist, via email at Olivia.Burns@co.dakota.mn.us, on or before Tuesday, June 22, 2026 at 1:00 P.M. (CST).

This is the **sole means of obtaining information** about preparing proposals in response to this RFP. Members of the Dakota County staff may not be consulted.

On June 24, 2026 a written text with all received questions and answers will be available via the County's website at [Requests for Bid, Proposals & Information | Dakota County](#). No questions about the RFP will be accepted after Tuesday, June 22, 2026 at 1:00 P.M. (CST).

C. Terms and Conditions

1. Rejection of Proposals

Dakota County reserves the right to reject any or all proposals, which do not, in its opinion, serve the best interest of Dakota County or the intent of this project.

2. Incurred Costs

Dakota County will not be liable for any expenses incurred by the Responder(s) in connection with the preparation or submittal of a response to this RFP.

3. Economy of Preparation/Proposal Presentation

Proposals should be prepared simply and economically, providing a straight forward and concise, but complete and detailed, description of the Responders' ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of content.

4. RFP Release

This RFP was released on June 1, 2026. Dakota County reserves the right to amend this RFP at any time. In the event it becomes necessary to amend, alter or delete any part of the RFP, changes to the RFP will be posted on the website at [Requests for Bid, Proposals & Information | Dakota County](#).

Responder(s) are encouraged to check the web site regularly for changes to the RFP or schedule of important dates.

This RFP is intended to provide potential Contractors with information necessary to prepare a complete and comprehensive proposal and to present guidelines for proposal submission and review. While it is the County's intent to enter into contracts with qualified Responder(s) for the provision of professional and technical services set forth herein, this RFP does not obligate the County to complete the RFP process or to enter into a contract if it is considered to be in its best interest. The County reserves the right to cancel this RFP at any time for any reason. The County also reserves the right to reject any and all applications received as a result of this RFP.

5. Ownership of Proposals

All proposals submitted on time become the property of Dakota County upon submission, and the proposals will not be returned to the Responder. By submitting a proposal, the Responder agrees that Dakota County may copy the proposal for purposes of facilitating the evaluation or to respond to requests for public records. The Responder consents to such copying by submitting a proposal and warrants that such copying will not violate the rights of any third party, including copyrights.

6. Public Records and Requests for Confidentiality

Pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.591, the names of all entities that submitted a timely proposal to Dakota County will be public once the proposals are opened. All other information contained in the proposals remains private until Dakota County has completed negotiating a contract with the selected Responder. After a contract has been negotiated, all information in all proposals received is public information except “trade secret” information as defined in Minnesota Statutes Section 13.37. All information submitted by a Responder therefore shall be treated as public information by Dakota County unless the Responder properly requests that information be treated as a confidential trade secret at the time of submitting the proposal.

Any request for confidential treatment of trade secret information in a Responder’s proposal must sufficiently describe the facts that support the classification of information as confidential trade secret. The request must include the name, address, and telephone number of the person authorized by the Responder to answer any inquiries by Dakota County concerning the request for confidentiality. This information shall be provided on the Trade Secret Information Form, see Exhibit 2. Dakota County reserves the right to make the final determination of whether data identified as confidential trade secret by a Responder falls within the trade secret exemption in the Minnesota Government Data Practices Act.

The email containing any documents submitted with the proposal that the Responder believes contains confidential trade secret information must be clearly indicated in the Subject Line of the email as containing confidential trade secret information. Each page upon which trade secret information appears must be marked as containing confidential trade secret information.

In addition to marking the documents as confidential, the Responder must submit one digital copy of the proposal from which the confidential trade secret information has been excised. The confidential trade secret information must be excised in such a way as to allow the public to determine the general nature of the information removed while retaining as much of the document as possible.

The Responder’s failure to request confidential treatment of confidential trade secret information pursuant to this subsection will be deemed by Dakota County as a waiver by the Responder of any confidential treatment of the trade secret information in the proposal.

Requests by the public for the release of information held by Dakota County are subject to the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. Responders are encouraged to familiarize themselves with these provisions prior to submitting a proposal.

By submitting this proposal, Responder agrees to indemnify and hold the County, its agents and employees, harmless from any claims or causes of action relating to the County’s withholding of data based upon reliance on the below representations, including the payment of all costs and attorney fees incurred by the County in defending such an action.

7. Prime Responder Responsibilities

The selected Responder will be required to assume responsibility for all services offered in its proposal whether or not Responder provides them. Furthermore, the selected Responder will be the sole point of contact with Dakota County Community Services Administration with regard to the contractual matters, including payment of any and all charges resulting from the contract. Dakota County will give permission for successful Responder(s) to enter into subcontract(s) under terms of the contract.

8. Contract Term

The County will negotiate contract terms with Responder(s) whose proposal, references, and oral interview, as determined by Dakota County, shows them to be among the best qualified, responsible, and capable of performing the work in a cost effective manner. Negotiations will be conducted between the qualified Responder(s) and designated staff from Dakota County.

The contract term for Support Statements for Commitment Screening services will be from January 1, 2027 through December 31, 2029 with potential for renewal.

9. Contract Termination

Responder(s) should be aware that any contract established may include the following conditions regarding contract termination:

Notwithstanding any provision of this contract to the contrary, the County may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies or other funding source, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this contract. The County is not obligated to pay for any services that are provided after written Notice of Termination for lack of funding. The County will not be assessed any penalty or damages if the contract is terminated due to lack of funding.

Termination may be affected by the failure of the Contractor to fulfill any provision of the contract. Contractor shall immediately notify the County in writing whenever it is unable to, or reasonably believes it is going to be unable to, provide the agreed upon quality and quantity of services. Upon such notification, the County and Contractor shall determine whether such inability requires a modification or cancellation of the contract.

10. Indemnification

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

11. Insurance Requirements

Selected Contractor(s) will be required to meet Dakota County insurance requirements, which are attached as Exhibit 4. A certificate of insurance to evidence such coverage must be submitted to Dakota County prior to execution of a contract.

12. Fidelity Bond

If there are components of the proposal that authorize employees to receive or distribute monies on the part of clients, a fidelity bond will be required. Evidence of such coverage must be submitted to Dakota County prior to execution of the contract.

13. Digital Accessibility

The following deliverables to be provided to the County in digital form (“Digital Content”) must meet or exceed the Web Content Accessibility Guidelines (WCAG) 2.1 (Level AA) at the time of delivery to the County.

- All information, media, or material, including electronic documents (such as Word, PDF, and Excel formats) that is created or distributed in a digital format or content designed for interactive formats such as websites, mobile applications, social media platforms, kiosk content, and other digital platforms.

If the County selects your proposal:

- a. you must promptly correct all accessibility defects upon discovery or notice, and no later than 30 days following such discovery or notice, at no additional charge to the County, unless the County approves a different schedule in writing.
- b. If you are unable to comply with the required standards for the Digital Content, you will need to provide alternative solutions for the nonconforming Digital Content upon request, at no additional charge to the County.

14. License

If licensure or certification is required related to the service(s), the selected Contractor(s) shall provide proof of applicable licensure or certification prior to the execution of a contract.

15. Confidentiality and Security

Contractor acknowledges that the County may transmit Protected Data to Contractor in connection with Contractor’s performance of this Contract. Contractor shall not, at any time, directly or indirectly reveal, report, publish, duplicate, or otherwise disclose Protected Data to any third party in any way whatsoever, unless required or allowed by law. Contractor agrees to implement such procedures as are necessary to assure protection and security of Protected Data and to furnish the County with a copy of said procedures upon request.

16. Standard Assurances

Selected Contractor(s) will be required to abide by all Federal, State or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to the facilities, programs and staff for which the selected Contractor(s) are responsible, which includes, but is not limited to, all Standard Assurances, attached as Exhibit 5.

17. HIPAA

Selected Contractor(s) must be compliant with the Minnesota Government Data Practices Act, Minn. Statute, Chapter 13, and have the capacity to abide by all applicable requirements of the Health Insurance Portability and Accountability Act (HIPAA).

18. Program Evaluation

Selected Contractor(s), in conjunction with County staff, will design program evaluation tools. Selected Contractor(s) must maintain information specified by Dakota County that will contain sufficient detail to enable the County to maintain and evaluate program goals and objectives.

19. Registration and Good Standing

All responders must be registered to do business in the United States and follow U.S. law (licensing etc.) and be in compliance with Minnesota law governing transaction of business in the [State of Minnesota](#). Upon award of the contract, the County will verify compliance prior to contracting.

20. Diversity and Inclusion: Prohibited Acts

It is the policy of the County to respect culture and reduce bias in the workplace and service delivery. The County's commitment to inclusion, diversity, and equity requires that the Contractor uphold respectful regard for cultural differences and recognition of individual protected-class status as defined under law.

The Contractor, its managers, officers and employees shall abstain from discrimination, harassment and retaliatory actions in the performance of this Contract. If the County receives a report of non-compliance with this provision, it will share the report with Contractor, conduct an appropriate investigation as warranted by the nature of alleged behavior, and notify Contractor of the findings of the investigation and any required remedial actions by the Contractor.

The Contractor shall inform the County of compliance with any required remedial actions within the time period provided by the County. If the behavior persists, the County may terminate the Contract in accordance with Section 9, Termination. The Contractor shall have policies that prohibit retaliation for reporting that is not in compliance with this provision.

D. Contractor Requirements

If selected as a Contractor, evidence that the following factors have been met will be required prior to the execution of a contract:

- a) Please provide written verification that all staff who will perform the service(s) will have had criminal background checks completed within the last 5 years, along with a written statement that these staff have not been involved in any criminal activity.
- b) Please provide written verification that all staff who will perform the service(s) you have indicated have received training in mandatory reporting requirements.
- c) Please provide written verification that you are aware of and in compliance with HIPAA requirements as they affect you and/or your organization.
- d) Compliance with Insurance Terms, outlined in Exhibit 4.
NOTE: All Contractors are required to have a certificate of insurance showing coverage for Workman's Compensation (or sign a waiver form if not applicable to the vendor), General Liability with Dakota County as additional insured, and Professional Liability.
- e) Compliance with Standard Assurances, outlined in Exhibit 5.
- f) Exhibit 7 will assist Dakota County in evaluating whether your organization has appropriate information security and privacy policies, practices, and awareness.

E. Exhibits

1. Contractor Fact Sheet
2. Trade Secret Information Form
3. Non-Collusion and Conflict of Interest Statement
4. Insurance Requirements
5. Standard Assurances
6. Data Management Information for Dakota County Vendors and Contractors
7. Community Services Division Solicitations: Data Management Questionnaire

F. Attachment(s)

1. Attachment A: Evaluation Criteria
2. Attachment B: Support Statements for Commitment Screenings Service Grid
3. Attachment C: Contract Draft

Exhibit 1: Contractor Fact Sheet

Name/Address of Applicant Agency:

Name: _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Director: _____

Phone: _____

Email: _____

Please Check one of the following:

Incorporated for Profit

Incorporated for Non-Profit (501-C-3)

Partnership

Proprietorship

Governmental Unit

Other, Please describe:

Contact Person, if other than Director:

Name: _____

Title: _____

Phone: _____

Name of person or persons authorized to sign contracts:

| | Signer 1 | Signer 2 |
|-------|----------|----------|
| Name | | |
| Title | | |
| Phone | | |

Please indicate Tax Identification Numbers as Applicable to your organization:

MN Tax I.D. Number: _____

Federal Employer I.D. Number: _____

Please Attach the Following Items, as Applicable to Your Organization:

- Annotated Board of Directors Roster, if applicable.
- Organizational Chart, if applicable.
- Identify any government contracts you currently hold in the State of Minnesota or surrounding States, if applicable.

Exhibit 2: Trade Secret Information Form

The following form must be provided by Responder to assist the County in making appropriate determinations about the release of data provided in Responder's proposal.

All responders must select one of the following boxes:

My proposal **does not** contain "trade secret information." I understand that my entire proposal will become public record in accordance with Minn. Stat. § 13.591.

My proposal **does** contain "trade secret information" because it contains data that:

1. (a) is a formula, pattern, compilation, program, device, method, technique or process; **AND**
(b) is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy; **AND**
(c) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. I have submitted one digital copy of my proposal from which the confidential information has been excised. The confidential information has been excised in such a way as to allow the public to determine the general nature of the information removed while retaining as much of the document as possible **AND** I am attaching an explanation justifying the trade secret designation.

Please note that failure to attach an explanation may result in a determination that the data does not meet the statutory trade secret definition. All data for which trade secret status is not justified will become public in accordance with Minn. Stat. § 13.591.

Submit this form as part of the Proposal response.

Exhibit 3: Non-Collusion and Conflict of Interest Statement

Please print or type (in ink)

CONTRACTOR NAME: _____

FEDERAL TAX ID NUMBER: _____

Company Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Contact Person: _____

Title: _____

Phone Number: _____

Fax Number: _____

Email: _____

In signing this proposal, Contractor certifies that it has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of the competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other party submitting a proposal, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of the proposals to any proposal competitor; that the above statement is accurate under penalty or perjury.

Contractor also certifies that to the best of its knowledge none of its owners, directors, officers or principals (collectively, "Corporate Executive") are closely related to any County employee who has or may appear to have any control over the award, management, or evaluation of the contract. A Contractor's Corporate Executive is closely related when any of the following circumstances exist:

1. A Corporate Executive and any County employee who has or appears to have any control over the award, management or evaluation of the contract are related by blood, marriage or adoption; or
2. A Corporate Executive and any County employee who has or appears to have any control over the award, management or evaluation of the contract are current or former business partners, co-workers, or have otherwise previously worked closely together in the private or public sector; or
3. A Corporate Executive and any County employee who has or appears to have any control over the award, management or evaluation of the contract share a personal relationship that is beyond that of a mere acquaintance, including but not limited to friendship or family friendship.

If one or more of the above circumstances exist, Contractor must disclose such circumstance(s) to Dakota County in writing. Failure to disclose such circumstances invalidates the Contract.

Contractor will comply with all terms, conditions, specifications required by the party submitting a proposal in this Request for Proposal and all terms of our proposal response.

Authorized Signature: _____

Title: _____

Date: _____

You are advised that according to Dakota County Board Resolution 18-485 and Policy 2751, if there is a question as to whether there may be an appearance of a conflict of interest, the contract shall be presented to the County Board for approval, regardless of the amount of the contract. Whether a conflict of interest or the appearance of a conflict of interest exists is a determination made by Dakota County.

Submit this form as part of the Proposal response.

V.7 Revised: MMH (06-19)

Exhibit 4: Insurance Terms

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

APPLICABLE SECTIONS ARE CHECKED

1. Workers Compensation.

Workers' Compensation insurance in compliance with all applicable statutes including an All States or Universal Endorsement where applicable. Such policy shall include Employer's Liability coverage in an amount no less than \$500,000.

If Contractor is not required by Statute to carry Workers' Compensation Insurance, Contractor agrees:

- (1) to provide County with evidence documenting the specific provision under Minn. Stat. § 176.041 which excludes Contractor from the requirement of obtaining Workers' Compensation Insurance;
- (2) to provide prior notice to County of any change in Contractor's exemption status under Minn. Stat. § 176.041; and
- (3) to defend, hold harmless and indemnify County from and against any and all claims and losses brought by Contractor or any subcontractor or other person claiming through Contractor for Workers' Compensation or Employers' Liability benefits for damages arising out of any injury or illness resulting from performance of work under this Contract.

Note: If any such change requires Contractor to obtain Workers' Compensation Insurance, Contractor agrees to promptly provide County with evidence of such insurance coverage.

2. General Liability.

"Commercial General Liability Insurance" coverage, providing coverage on an "occurrence" basis. Policy shall include, but not be limited to, coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Contract), Independent Contractors, "XC&U" and Products-Completed Operations liability (if applicable). An Insurance Services Office "Comprehensive General Liability" policy which includes a Broad Form Endorsement GL 0404 (Insurance Services Office designation) shall be considered to be an acceptable equivalent policy form. Claims-made coverage is acceptable.

A total combined general liability policy limit of at least \$2,000,000 per occurrence and aggregate, applying to liability for Bodily Injury, Personal Injury, and Property Damage, which total limit may be satisfied by the limit afforded under its Commercial General Liability policy, or equivalent policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy is at least as broad as that afforded by the underlying Commercial General Liability policy (or equivalent underlying policy). Coverage under such policy may be subject to a deductible, not to exceed \$25,000 per occurrence. Contractor agrees to maintain such insurance for at least one (1) year from Contract termination.

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

3. Professional Liability

Professional Liability (errors and omissions) insurance with respect to its professional activities to be performed under this Contract. This amount of insurance shall be at least \$2,000,000 per occurrence and aggregate. Coverage under such policy may be subject to a deductible, not to exceed \$25,000 per occurrence. Contractor agrees to maintain such insurance for at least one (1) year from Contract termination.

Contractor therefore agrees that it will not seek or voluntarily accept any such change in its Professional Liability insurance coverage if such impairment of Dakota County's protection could result; and further, that it will exercise its rights under any "Extended Reporting Period" ("tail coverage").

4. Automobile Liability.

Business Automobile Liability insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned and hired automobiles and other motor vehicles utilized by Contractor in connection with its performance under this Contract. Such policy shall provide total liability limits for combined Bodily Injury and/or Property Damage in the amount of at least \$2,000,000 per accident.

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

5. Network Security and Privacy Liability.

Network security and privacy liability insurance, including first-party costs, for any breach that compromises data obtained while providing services under this Agreement. This insurance should cover claims which may arise from failure of Contractor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data including but not limited to confidential or

private information, transmission of a computer virus or denial of service. The required limit shall not be less than \$2,000,000 per occurrence with a \$4,000,000 aggregate limit. Claims-made coverage is acceptable. Such insurance shall name Dakota County, its officials, employees, volunteers and agents as additional insureds. The policy shall provide an extended reporting period of not less than thirty-six (36) months from the expiration date of the policy, if the policy is not renewed.

6. Evidence of Insurance.

Contractor shall promptly provide Dakota County with a Certificate of Insurance prior to commencement of any work. At least 10 days prior to termination of any such coverage, Contractor shall provide Dakota County with evidence that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions.

7. Insurer: Policies.

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

8. Release and Waiver.

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

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

Revised: 11/23

Exhibit 5: Standard Assurances

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. **WORKER HEALTH, SAFETY AND TRAINING.** Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Contractor shall ensure all personnel of Contractor and subcontractors are

properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Contract. Each Contractor shall comply with federal, state, and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by Contractor.

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

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

7. **CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION.** Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minn. Stat. § 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By signing this Contract, the Contractor certifies that it and its principals¹ and employees:

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

B. Have not within a three (3) year period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining,

¹ "Principals" for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

attempting to obtain, or performing a public (federal, state, or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

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

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

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

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

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

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

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

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

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

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

14. Intentionally Omitted.

Directions for Online Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at [Office of Inspector General](#).

Attycv/Exh SA (Rev. 1-23)

Exhibit 6: Data Management Information for Dakota County Vendors and Contractors

*This document contains some of Dakota County's ("County") best practices in managing private and confidential information. It may be useful to vendors and contractors that are required to create, maintain, or share information to fulfill contractual obligations with the County. This document does not constitute legal advice or amend the terms of any contracts with the County. For certain types of information, State or Federal laws or contractual terms may require practices or procedures that are more stringent than those listed below. **As a reminder to all vendors, please familiarize yourself with the confidentiality obligations in your contracts, including your obligation to promptly report suspected and actual breaches of the security of information to the County.** Please contact your County Contract Liaison for questions.*

Government Data Subject to the Minnesota Government Data Practices Act

- All information related to the performance of a contract with the County is considered "government data" and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13 ("MGDPA"). This includes information created, collected, received, stored, used, maintained, or disseminated in the performance of the contract.

Most information identifying an individual as a recipient of County social services, public health, employment and economic assistance, community corrections (probation), and veteran's affairs are classified as private or confidential, except for certain information about adult probation clients and statistical (summary) information that cannot identify any individual client.

Collecting and Sharing Information

- Only collect the minimum amount of private or confidential information necessary to perform the work.
- Before collecting private or confidential information provide the individual with a Tennessee Warning, also known as a Privacy Notice, that enables the individual to make informed decisions about whether to provide the information.
- Private and confidential information are only accessible to individuals whose work assignment reasonably requires access to complete the work. Share private or confidential information only as allowed under law, including providing information to the the data subject², others in the organization with a work purpose, or pursuant to a signed informed consent³ or court order.
- Government data, should only be maintained in approved organization locations. For example, staff should not use personal email, or personal equipment to conduct government work.

Protecting Physical (Paper) Information

² Can only share private information (not confidential) with the data subject.

³ Only private information (not confidential) may be released with a signed informed consent.

- Store paper documents or physical media containing private or confidential information in locked drawers, filing cabinets, and in secured offices /facilities.
- Securely shred or destroy documents which are no longer needed for retention purposes. Documents containing private or confidential information should never be placed into the trash without shredding.

Computer and Network Security

- Process private or confidential information using County (or vendor) equipment and information technology, at approved designated locations.
- Secure private or confidential information using a secure network and internet connection (including VPN and multi-factor authentication when working remotely), regularly update computer systems and software (e.g., virus protection, firewalls), and password protect County or vendor devices when not in use.
- Require each staff member to have separate logon credentials, with passwords of industry-standard complexity that are reset on a regular schedule.
- Keep computers locked when not in use so that a user must enter a username/password to access private or confidential information.
- Enable multi-factor authentication for any remote access to email, network or systems.

Secure Email/File Share

Electronically transmit private or confidential information (via email or file share) encrypted using industry-standard information processing standards.

Computer Security Training

Staff with computer access to private or confidential information should complete annual, or more frequent, training on computer security practices.

Records Retention

Check contract terms for specific details or contact County Contract Liaison.

Exhibit 7: Community Services Division Solicitations – Data Management Questionnaire

****Completed Questionnaire is Security Data. Do not disseminate outside of Dakota County****

If awarded the contract, your organization may create, maintain, use, access, and disseminate private and confidential data as part of your contractual duties. The answers to the following questions will assist Dakota County in evaluating whether your organization has appropriate information security and privacy policies, practices, and awareness. If a question does not apply to your organization, or you do not have an answer, you may respond with “N/A.”

1. Minnesota Government Data Practices Act:

- a. Are organization staff familiar with the data privacy and security requirements under the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (“MGDPA”)?

Yes No Not Applicable

If so, provide information on your prior experience with the MGDPA, including whether it was as part of a prior contract with a MN government agency.

2. Information Privacy Safeguards:

- a. Does the organization maintain policies or procedures to ensure that only staff with a documented work purpose have access to private or confidential information, including processes for removing staff access when roles change or staff leave the organization?

Yes No Not Applicable

- b. What procedures are in place when the organization collects and disseminates private information on individuals? (e.g., Tennessee warnings (privacy notices), releases of information, etc.)

- c. How does the organization safeguard private or confidential data at rest and in transit? Please include both physical and electronic protections, and be specific (e.g., encryption of data at rest and in transit, patching, firewalls, multi-factor authentication, locked facilities, locked filing cabinets, etc.).

- d. Are the organization’s systems set up to maintain client data to preserve the segmentation of that data from others?

Yes No Not Applicable

- e. Does the organization follow a backup procedure that includes storing a copy of data elsewhere and in various iterations so that it may be used to restore the original after a data loss event?

Yes No Not Applicable

- f. Does the organization store electronic client data in locations other than on its own dedicated network or computer systems (e.g., Google Docs, Dropbox, OneDrive, or other cloud storage service)?

Yes No Not Applicable

If so, where are the electronic files stored? Is multi-factor authentication necessary to access that data?

- g. How does your organization securely dispose of private or confidential data? (e.g., do you use a cross-cut shredder?)

- h. What process(s) does your organization have in place for securing the deletion of data when no longer needed?

- i. Does the organization allow its staff to conduct business using their personal email (e.g. Gmail, Hotmail)?

Yes No Not Applicable

If so, does the organization have a policy to ensure data retention, privacy, and security when staff uses personal email?

Yes No Not Applicable

3. Cybersecurity:

- a. Does the organization have in-house or contracted IT staff that routinely update computer systems and software, including anti-virus software?

Yes No Not Applicable

b. When was the last time the organization conducted a cybersecurity assessment? This includes in-house assessments or those conducted by a third party, including penetration/ vulnerability testing.

c. Does the organization conduct cybersecurity awareness training for all employees?
Yes No Not Applicable

If so, how often and is the training mandatory?

d. Are organization staff required to enter a password to access any computer or system that contains private or confidential data?
Yes No Not Applicable

i. Are staff allowed to share passwords?

Yes No Not Applicable

ii. What are the password requirements? (e.g., how many characters, password complexity, frequency of password reset, etc.)

e. Does the organization use multi-factor authentication for:

i. Remote access to email?

Yes No Not Applicable

ii. Remote access to the organization's network?

Yes No Not Applicable

f. Does the organization have the technical ability to send encrypted emails?

Yes No Not Applicable

If so, when are staff instructed to send encrypted emails?

4. Remote Access:

a. Does the organization allow employees to telework or use personal equipment (computers, phones, etc.) to conduct company business?

Yes No Not Applicable

If so, does the organization have a policy to ensure data retention, privacy, and security when staff telework or use personal equipment?

Yes No Not Applicable

b. How does the organization handle recovering such information when staff leave?

Attachment A: Evaluation Criteria

Please provide responses to the items below in a separate document:

1. Describe your organization, include history, hours of operation, years of experience, capacity, supervisory structure, staffing (number of staff, experience, caseload size, and hours of staff availability), support and supervision of staff, training (onboarding and ongoing training support), core strengths, skills, and abilities to provide services. Include one example of a complex case that was well managed.
2. Describe your scope of practice and training regarding serious and persistent mental illness(es) (SPMI), substance use disorder (SUD), and developmental disabilities and how these influence your assessment of risk to the individual and/or the community.
3. Describe how your agency handles complaints (include your grievance policy and your expectations for Dakota County's involvement in resolutions, if any, etc.).
4. What is your response time for an initial referral? How long does it take to complete an assessment and written report? What is your process for notifying referral source if you cannot complete the assessment on time?
5. If you have contracts with other Counties for the provision of this service, please include the following:
 - a. Identify each county.
 - b. Name a reference from each County who is familiar with your work and provide a phone number at which they can be reached.
 - c. If you don't have contracts with other Counties, please list two references below.
6. Does your agency provide culturally-specific services? Do you specialize in working with any populations? Do any of your staff have a proficiency in any languages other than English? (If not, share your experience working with interpreters).
7. Describe what quality assurance measures and auditing processes your agency has in place to monitor both staff and agency performance.
8. What do your recordkeeping systems look like? Do you have the infrastructure to support timely billing? (see service grid for more details).

Attachment B: Support Statements for Commitment Screenings Service Grid

Definition/Qualifications of the Examiner

In accordance with MN Statutes 253B.02, “Examiner” means a person who is knowledgeable, trained, and practicing in the diagnosis and assessment or in the treatment of the alleged impairment, and who is:

- A licensed physician;
- A mental health professional qualified under [section 245I.04, subdivision 2](#)
- An advanced practice registered nurse certified in mental health or a licensed physician assistant, except that only a physician or psychologist meeting these requirements may be appointed by the court as described by sections 253B.07, subdivision 3; 253B.092, subdivision 8, paragraph (b); 253B.17, subdivision 3; 253B.18, subdivision 2; and 253B.19, subdivisions 1 and 2, and only a physician or psychologist may conduct an assessment as described by Minnesota Rules of Criminal Procedure, Rule 20.

Target Population (Client Profile)

The Examiner’s Support Statement is to be completed on individuals experiencing a mental health and/or a chemical health crisis for whom Dakota County Social Services, Adult Services, is preparing a petition for commitment. Generally, these individuals will be in detox or the jail or the community. For individuals who are in a hospital and who are on a 72-hourhold, the hospital completes the support statement.

Service, Site, and Program Expectations

Contractor will complete an examination and, as determined necessary in reference to the [253B. Civil Commitment statute](#), an Examiner’s Support Statement in Support of Petition for Civil Commitment on individuals for whom the County has requested a statement. In most cases, the examination will take place where the individual is being held, generally Ramsey County Detox or the Dakota County Jail. Hospitals requesting a Pre-Petition Screening will provide the Examiner’s Support Statement for individuals they believe need to be civilly committed.

Time Requirement: The County receives a call requesting a screening for civil commitment. The request occurs, at some point after an individual has been detained in detox or the jail. The Pre-Petition Screener will call the Contractor to make arrangements for the Contractor to interview the client and complete the Examiner’s Support Statement. During that call the Pre-Petition Screener will inform the Contractor of the timeframe for completing the Examiner’s Support Statement and the anticipated release date of the individual. Completion of the Examiner’s Support Statement is extremely time sensitive and is often required within 48-hours, to determine if the petition for civil commitment will be supported and filed with Probate Court.

The Contractor will complete the assessment and submit the Examiner’s Support Statement based on the findings of the examination. The examination is to include information such as:

- Presenting problem
- Brief history
- Current life situation
- Medications
- Marital status/children
- Education
- Work history
- Diagnostic history
- Observations
- Mental status (assessment tools such as Folstein Mini-Mental Status Exam, Anxiety Scale, Beck Inventory, may be used by the examiner)
- Chemical and alcohol history
- Recommended treatment

- Reason for recommendation
- Contractor is responsible for appropriate service delivery which often requires open discussion considering the real-life experiences of the people served, paying attention to the impact of pervasive racism and bias.
 - At the referral level, it means inquiring with families about how to integrate their family or individual culture into service delivery.
 - At the service level, it includes attention to outcomes for families receiving services in order to assess whether effectiveness differs in cultural communities and responding to any differences.
 - It is expected that while performing services for the County, the Contractor shall abstain from unacceptable behaviors including, but not limited to:
 - Racial, ethnic or discriminatory jokes or slurs;
 - Hostile, condemning, or demeaning communications, both verbal and written;
 - Behavior demonstrating disrespect, dishonesty, intimidation, or disruption to the work relationship; and
 - Retaliation against any person who reports or addresses unacceptable behavior.

In summary, the Examiner's Support Statement is to include a diagnosis using ICD 10 codes, an assessment and description of supporting behavior of whether or not, according to statute 253B, the individual is dangerous to self or others, or if the individual lacks the capacity to meet his/her basic needs. If the Contractor does not support filing a petition because the individual is not a danger to himself/herself or others and does not have any problems meeting his/her basic needs, the statement should indicate non- support of the petition and why.

The completed report should be faxed or scanned to the Pre-Petition Screener who requested the assessment.

In addition, Contractor shall complete the Dakota County Social Services Diagnostic Assessment Form for Rule 79 Targeted Case Management to document the need for Rule 79 case management; the assessment for the Examiner's Support Statement is to be used to complete the form.

Payment

- Each assessment, including writing the report and travel time, will be paid at a standard rate of \$428.75. Contractor shall notify the requesting Pre-Petition Screener and Supervisor when additional testing and time has been required beyond what is typical to reach a clinical decision about whether there is a need for a civil commitment. When notifying the PPS social worker and supervisor, Contractor is to provide information as to why additional time was required (i.e. if additional testing was completed, what tests were used) and any additional payment being requested that is above the standard payment of \$428.75 per assessment. Maximum payment for an assessment, Examiner's Support Statement and Rule 79 Diagnostic Assessment shall not exceed \$644.16. The only exception to this would be for an out-of-metro request and a predetermined rate not to exceed \$644.16 will be agreed upon by the Pre-Petition Supervisor and the Contractor.
- Mileage will be paid at the current IRS rate.
- If the client is not at the location given to the Contractor by the Pre-Petition Screener (example: the client was transferred to a hospital or other holding facility), the Contractor is to contact the worker who referred the case to the Contractor. If the client is at a different location, Contractor will go to that location. If the client cannot be seen at the requested time for any reason, the Contractor may bill a flat rate of \$100 plus mileage.
- The Contract maximum total not to exceed amount of \$TBD for the period between January 1, 2027 - December 31, 2029.
- Contractor must comply with the County, State and Federal billing procedures, if required.

- All bills are to be sent to the the Pre-Petition Supervisor within 30 days of completing the assessment(s). The email is: Mary.Hennen@co.dakota.mn.us.

Interpreters

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

Attachment B: Contract Draft

CONTRACT BETWEEN THE COUNTY OF DAKOTA AND VENDOR NAME FOR CONTRACT DESCRIPTION

CONTRACT PERIOD: Contract Start Date - Contract End Date

This Contract is between the County of Dakota, by and through the [redacted] Department, ("County") and Vendor Name, DBA, Street Address, City, State Zipcode ("Contractor"). Contractor is a insert state where business is organized/incorporated (i.e. Minnesota) insert business type (i.e., corporation). This Contract uses the word "parties" for both County and Contractor.

WHEREAS, Minn. Stat. §§ 245.461 to 245.486 establishes the Comprehensive Adult Mental Health Act and Minn. Stat. §§ 245.487 to 245.4889 establishes the Comprehensive Children's Mental Health Act; and

WHEREAS, the County is required to provide mental health services in accordance with the Comprehensive Adult Mental Health Act and the Comprehensive Children's Mental Health Act, respectively; and

WHEREAS, the Contractor represents, covenants, and warrants it can and will perform the Services according to this Contract in a timely, cooperative and professional manner and the Service Grid, attached and incorporated as Exhibit 3; and

WHEREAS, the County Board by Resolution # [redacted], authorized the County to enter into a Contract with Contractor to provide these Services.

ACCORDINGLY, the parties agree:

1. GENERAL PROVISIONS.

1.1. Purpose. The purpose of this Contract is to define the rights and duties of the parties.

1.2. Recitals. The recitals set forth in the whereas clauses above are incorporated by reference as if fully set forth herein.

1.2. Diversity and Inclusion; Prohibited Acts. It is the policy of the County to respect culture and reduce bias in the workplace and service delivery. The County's commitment to inclusion, diversity, and equity requires that the Contractor uphold respectful regard for cultural differences and recognition of individual protected-class status as defined under law.

The Contractor, its managers, officers and employees shall abstain from discrimination, harassment and retaliatory actions in the performance of this Contract. If the County receives a report of non-compliance with this provision, it will share the report with Contractor, conduct an appropriate investigation as warranted by the nature of alleged behavior, and notify Contractor of the findings of the investigation and any required remedial actions by the Contractor. The Contractor shall inform the County of compliance with any required remedial actions within the time period provided by the County. If the behavior persists, the County may terminate the Contract in accordance with Section 16, Termination. The Contractor shall have policies that prohibit retaliation for reporting that is not in compliance with this provision.

2. TERM.

This Contract is effective on the date the last party executes this Contract ("Effective Date") and expires on December 31, 2029, or when all Services have been satisfactorily performed, whichever occurs first, unless earlier terminated under the provisions herein or by law.

3. DEFINITIONS.

For purposes of this Contract the terms defined in Minn. Stat. §§ 245.461-245.486 (Comprehensive Adult Mental Health Act) and Minn. Stat. §§ 245.487- 245.4889 (Comprehensive Children's Mental Health Act) have the meanings given them therein, except as limited, amended, or otherwise defined by this Contract. Unless the language or context clearly indicates that a different meaning is intended, the words, terms and phrases, stated below shall, for purposes of this Contract, be defined as follows:

- 3.1. Case Manager - An individual employed by the County or other entity authorized by the County to provide case management services.
- 3.2. Client(s) – Refers to the individual(s) receiving Services pursuant to this Contract.
- 3.3. Group Residential Housing - A group living situation that provides at a minimum room and board to unrelated persons who meet the eligibility requirements of Minn. Stat. § 256I.04 (Group Residential Housing Act).
- 3.4. Medical Assistance (MA) - The Federal/State Medicaid Program authorized under Title XIX of the Federal Social Security Act and Minn. Stat., Ch. 256B.
- 3.5. MinnesotaCare - A publicly subsidized program for Minnesota residents who do not have access to affordable health care coverage.
- 3.6. MA Spend-down - The process by which a person, who has income in excess of the MA income standard becomes eligible for MA by incurring medical expenses that are not covered by a liable third party, and that reduces the excess income to zero.
- 3.7. Prepaid Medical Assistance Program (PMAP) - The program authorized under Minn. Stat. § 256B.69 and Minn. Rules, Parts 9500.1450 to 9500.1464.
- 3.8. Third Party Payment Recovery Process - The systematic and determined efforts by the Contractor to collect all third party liability monies related to health service claims to which the Contractor is legitimately entitled resulting in financial recoveries.

4. CONTRACTOR'S OBLIGATIONS.

- 4.1. General. Contractor shall provide the services generally described as Support Statements for Commitment Screenings. Contractor shall provide the Services as specified in the Dakota County Biennial Community Mental Health Plan and in accordance with the criteria set out in Exhibit 3, "Service Grid," which specifically describes the Services to be provided by Contractor. Collectively these are referred to herein as the "Services."
- 4.2. Conformance to Specifications. Contractor represents, covenants, and warrants it can and will perform the Services in a timely manner according to this Contract.
- 4.3. Eligible Clients. Contractor shall provide Services to clients who are designated or referred by the County and determined eligible under the criteria established by the County's Community Mental Health Plan and as set out in Exhibit 3, "Service Grid". Unless the County advises that the client already has been screened, Contractor will screen adult clients who are referred for residential services who may be eligible for federal benefits and provide that information to the County without delay.
- 4.4. Suspension of Services and Client Discharge. Paragraphs B, C, and D do not apply unless the client is a specific identifiable person.

- A. County's Action. If the County has sufficient reason to believe that the safety or well-being of a client may be endangered by actions of Contractor, its agent, or employees, the County may require the immediate suspension of service to the client, as well as the client's removal from Contractor's care, and may discontinue referrals to Contractor (collectively, "suspension of service"). The suspension of service may continue for such period of time as is reasonably necessary for the County to determine that the safety and well-being of the client has been assured. Upon receiving this assurance, the County may authorize the Contractor to resume providing Services. If the County determines that the safety or well-being of the client remains in jeopardy, the County may terminate this Contract pursuant to Section 16. The County is not required to pay Contractor during suspension of service.
- B. Contractor's Action. If the Contractor has reason to believe that the health, safety, and concerns of well-being exist for the client or others as a result of Services being provided to a given client, the following is to occur:
1. Contractor secures a safe place for the client to be placed as a result of removal from their services (i.e. emergency room, emergency shelter, or hospitalization);
 2. Upon placement in safe location, Contractor may decline the client to return for Services;
 3. Contractor immediately, but no later than the following business day, contacts County to set up a meeting to discuss justification for client removal ("discharge") and discuss denial of service continuity;
 4. Contractor does not complete discharge steps until after meeting with the County has occurred to ensure client service issues can be addressed;
 5. If the County approves of the discharge, the Contractor must comply with the provisions of Paragraph 5.3.C., "Notice," below.
 6. Should the proposal to discharge not hinge on serious endangerment of health, safety, or well-being of the client or others, the Contractor is to notify the County prior to discharge and comply with the provisions of Paragraph 4.4.C., "Notice," below.
- C. Notice. If either of the parties proposes to suspend Services or discharge a client, each party shall notify the other party and the affected client in writing. The notice must be sent at least thirty (30) calendar days prior to the proposed date of discharge or termination, and must include the specific reason(s) for discharge or termination of service(s). Contractor agrees not to discharge or terminate Services to a client prior to the proposed date unless delay would seriously endanger the health, safety, or well-being of the client or others.
- D. Written Procedure. Contractor shall establish written procedures for discharging a client or terminating Services to a client. The written procedures shall include preparation of a summary of findings, processes, and plans to be transmitted with the client; notification of the case manager and client to be discharged, prior to the termination of Services; assistance in developing or securing alternative services and assuring a smooth transition to other services; and other procedures agreed to by Contractor and the County.

4.5. Reports/Evaluations.

- A. The Contractor shall maintain a complete set of financial and eligibility records for this program based on standards established by regulation and applicable laws and policy.
- B. Contractor's accounting procedures and internal financial controls shall conform to generally accepted accounting practices, including adequate internal controls to assure that: 1) a clearly defined audit trail is available; 2) there is proper classification of expenditures; 3) every cost is allocable to service funds to the extent of benefits received by the service program; and 4) every expenditure has proper documentation on file (i.e., signed time sheets, invoices, cancelled checks).
- C. The County's procedures for monitoring and evaluating the Contractor's performance under the terms of this Contract may include, but are not limited to, on-site visits to the Contractor's premises or job site; review of Contractor's financial, statistical, and program records; and review of reports and data supplied by the Contractor at the County's request. To assist the County in its obligation to evaluate and monitor Contractor's performance, Contractor shall allow County staff access to Contractor's premises or job site and records, shall

maintain a bookkeeping system which reflects all revenue received from the County and all costs incurred in the performance of this Contract, and shall, upon reasonable notice, meet the County staff to assist the County in the evaluation of the services, and upon request, provide the County with verification of all services provided.

- D. Contractor shall furnish the County with information regarding any revenue received for program costs. In the event Contractor hereafter receives revenue other than from this Contract, and such revenue is used to provide any or all of the services or to pay its employees, volunteers, and permitted subcontractors (collectively, "personnel") for their time allocated to providing the services, then that revenue shall be deducted from the amount to which Contractor would otherwise be entitled under this Contract. Contractor further agrees to return any or all such excess payment to the County within sixty (60) calendar days of a request. Upon reasonable notice, Contractor shall meet with County staff to assist the County in evaluation of services.
- E. Contractor shall maintain and upon request furnish the County with program and financial information including evaluation and performance criteria and reports which are reasonably required for effective administration of services. The Contractor shall maintain a bookkeeping system which sufficiently and properly reflects all revenue received from the County and all direct and indirect costs incurred in the performance of this Contract.
- F. Upon request, the Contractor shall provide the County with verification of all Services provided.
- G. The Contractor shall provide reports required by the County as outlined in Exhibit 3, "Service Grid".
- H. Annual certified audit and the auditor's management letter within one hundred twenty (120) calendar days of the end of any of Contractor's fiscal year(s) which covers all or a portion of the Contract Term.
- I. Contractor shall comply with the audit standards as set forth in the Single Audit Act of 1984, P.L. 98-502 and the Single Audit Act Amendments of 1996, P.L. 104-156 and Office of Management Budget Circular Nos. A-102, A-110, or A-133, as applicable
- J. As requested by the County, Contractor shall cooperate with the County's efforts related to the development of outcomes measures and indicators.
- K. Contractor shall provide the County with reports as the County as outlined in Exhibit 3, "Service Grid" may, from time-to-time reasonably required.
- L. Contractor shall provide the annual certified audit and the auditor's management letter within one hundred twenty (120) calendar days of the end of any of Contractor's fiscal year(s) which covers all or a portion of the Contract Term.
- A written program and statistical report in a form approved or provided by the County within 30 calendar days of: end of quarter.
 - Quarterly Monthly line item expense and revenue reports within 30 calendar days after the end of each quarter/ month, unless otherwise indicated in writing by the County.
 - Revenue and Expense Statement and Balance Sheet within one hundred twenty (120) calendar days of the end of any of Contractor's fiscal year(s) that covers all or a portion of the Contract term.
 - Annual certified audit and the auditor's management letter within one hundred twenty (120) calendar days of the end of any of Contractor's fiscal year(s) that covers all or a portion of the Contract term.
 - Contractor shall furnish the County with information regarding any revenue received for program costs. In the event Contractor receives revenue other than from this Contract, and such revenue is used to provide any or all of the contracted services or to pay its employees, volunteers, and permitted subcontractors (collectively, "personnel") for their time in providing said Services, then that revenue must be deducted from

the amount to which Contractor would otherwise be entitled under this Contract. Contractor further agrees to return any or all such excess payment to the County within sixty (60) days of a request.

- As requested by the County, Contractor shall cooperate with the County's efforts related to the development of outcomes measures and indicators.

M. Contractor shall fully participate in approved client information system(s) and other reporting obligations under Minn. Stat. §§ 245.467, subd. 5 (for adults) and 245.4876, subd. 6 (for children).

N. Upon request by the County, Contractor must disclose the following information:

1. The type of organizational structure or business entity of the Contractor; a copy of the basic organizational document (articles of incorporation and any other applicable documents) creating the Contractor's business entity; and any subsidiaries of Contractor.
2. A copy of the by-laws, rules and regulations, or other similar documents that establish the rules of conduct of the affairs of the Contractor.
3. An organizational chart for Contractor showing its personnel's positions and corresponding responsibilities.

4.6. Maintenance of Effort. The Contractor shall not displace any currently employed workers (including partial displacement, such as a reduction in hours, wages, or benefits) or replace any laid-off or terminated unsubsidized worker with a worker whose wages are subsidized under any other County employment and training programs.

County employment and training program funds provided shall only be used for activities that are in addition to those which would otherwise be available in the area in the absence of such funds.

4.7. Release of Information. The Contractor shall request client consent for the release of information to be used for billing and individual record audit purposes. The Contractor shall document the request in the client's record. If the Contractor is unable to obtain consent for the release of private data, the Contractor shall report the client's activities to the County by way of non-identifying case numbers which must remain consistent over the Contract term.

4.8. Information about Personnel.

A. Qualifications. Contractor shall provide the County with such information regarding the qualifications of its personnel to verify that present and subsequent Services are being rendered by competent, trained, and properly licensed or certified individuals.

B. Background Investigation. If County staff determine that Contractor or any of Contractor's personnel will interact with County clients in performing the Services, Contractor shall comply with the following, and failure to do so may result in termination of the Contract:

[Select one clause and delete the other]

[Contractor is a business] Contractor shall require that all personnel who provide Services pursuant to this Contract undergo a criminal background check before providing any Services. Contractor agrees to perform such criminal background checks, at its sole expense, and to provide the results thereof to the County upon request. Contractor further agrees that it shall have an ongoing responsibility to notify the County Liaison of any information obtained because of the criminal background check or from other sources that are necessary for the County to ensure that personnel who may pose a security risk do not gain access to individuals served pursuant to this Contract or to the County's assets or secured areas.

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

- 4.9. Ability to Perform. Contractor shall maintain staff, facilities, and equipment necessary to perform under this Contract. Contractor shall promptly provide Notice to the County when it knows or suspects it may be unable to perform under this Contract. The County shall determine whether such inability requires amendment or termination of this Contract. No Notice of Default is required to terminate under this Section.
- 4.10. Changes in Policies or Personnel. The County may terminate this Contract by providing ten (10) calendar days' Notice if the Contractor makes or proposes significant changes in policies or staffing. Contractor shall notify the County within five (5) calendar days of any change in ownership, board of directors, or executive director. The County may terminate this Contract by providing ten (10) calendar days' Notice if it decides, in its sole discretion, that the change of ownership, board of directors, or executive director, makes the continuation of this Contract not in the County's best interests.
- 4.11. Successors and Assigns. In order to continue Services under the Contract and subject to the County's prior written consent, in the event of a voluntary or involuntary dissolution, merger, sale, transfer, reorganization, acquisition or winding down of the Contractor's business, all rights, duties, liabilities, obligations, and provisions of this Contract bind, benefit, and are assumed by the successors, legal representatives, trustees, or assigns of the Contractor as permitted by the County.
- 4.12. Transportation Equipment. The Contractor:
- shall not transport clients receiving Services under this Contract.
- 4.13. Location. Contractor shall provide Services at the following location(s): as state in Exhibit 3, "Service Grid". A written amendment to this Contract must be executed by the parties prior to any change in location, except in cases of emergency.
- 4.14. Individual Treatment Plan. If applicable to the contracted Services, the amount, frequency, and duration of Services will be provided in accordance with each client's individual treatment plan ("ITP") and the individual community support service plan and shall be designed to assure that the client(s) attain(s) the goals specified in each client's ITP. The Contractor will develop each client's ITP and coordinate service delivery with each client's case manager. Contractor's performance will be monitored and evaluated in accordance with client outcomes as specified in the ITP(s) and the individual community support plan(s), and in accordance with the Minnesota Government Data Practices Act ("MGDPA").
- 4.15. Consumer Recruitment. The Contractor shall make reasonable efforts to recruit and consider qualified consumers and family members for positions funded under this Contract.
- 4.16. Compliance. Contractor agrees to maintain client records for a minimum of ten (10) years from the end of the final contract period or completion of audit, whichever is later, unless other circumstances warrant an extension, pursuant to 42 CFR 422.504, for all clients receiving Services paid for by a Managed Care Organization/Health Maintenance Organization.

5. PAYMENT.

- 5.1. Total Cost. County will pay Contractor a total amount not to exceed ("Contract Maximum"):
- \$TBD.

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

- 5.2. Payment Rates.

A. The payment rates below include all Services and administrative costs, and are subject to change as they are amended from time-to-time by the Minnesota State Legislature. The County shall pay for Services:

- as set out in the schedule attached as Exhibit 3, "Service Grid".

B. Payments are conditioned on compliance by the Contractor and all subcontractors with the Adult and Children's Mental Health Act and all other applicable laws, rules, and standards.

C. It is understood and agreed by the parties that the County assumes no obligation to purchase from Contractor any minimum amount of Services under this Contract.

5.3. Reasonableness of Rates.

A. Contractor certifies that payment for Services will be in accordance with payment rate that do not exceed amounts reasonable and necessary to assure quality of service, and, if the Services are being purchased from another public agency, the cost reasonably assignable to such Services.

B. Contractor certifies that the Services to be provided under this Contract are not otherwise available without cost to eligible clients. Contractor shall not charge a program service fee to clients except in accordance with Section 5.4 below and this Section.

5.4. Collection of Fees. Contractor agrees to cooperate with the County in the collection of fees from clients who are legally required to pay for Services furnished pursuant to the terms of this Contract, including but not limited to providing accurate record keeping and being available to appear as a witness where required in any action for collection. Fees will be charged and collected for eligible clients in accordance with Minn. Stat. § 256B.14 and the fee policy and schedules adopted by the County and approved by the Minnesota Commissioner of Human Services, when such approval is required.

5.5. Billing of Third Parties.

- Contractor shall bill for all Services under this Contract first to third parties, such as insurance companies, Medical Assistance (MA), Medicare, etc., in accordance with Exhibit . Notwithstanding anything to the contrary in this Contract, the Contractor shall accept payment from these third party sources as payment in full.

5.6. Invoices.

A. If the Contractor provides Housing Support (formerly called Group Residential Housing), the Contractor shall abide by the payment procedures and regulations promulgated by the State of Minnesota, Department of Human Services Group Residential Housing program.

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

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

- on an invoice form acceptable to the County.

The invoice must certify expenditures and itemize (as applicable): (1) the units of service rendered listed by classification, (2) the date Services were provided, (3) a general description of the Services provided, and (4)

the name and home address of each client for whom Services are included on the invoice, if the client has consented and the County has requested that information.

- 5.7. Time of Payment. If the County is responsible for payment, The County shall pay Contractor within thirty-five (35) calendar days after the date on which Contractor's invoice is received, unless a different payment procedure is contained in Exhibit 3, "Service Grid". If the invoice is incorrect, defective, or otherwise improper, the County will notify Contractor within ten (10) calendar days after the date on which the invoice is received.
- 5.8. Interest on Late Payments. This provision is required by Minn. Stat. § 471.425. The County shall pay interest of 1 ½ percent per month or any part of a month to the Contractor on any undisputed amount that is not paid on time. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For unpaid balances of less than \$100, the County shall pay the actual interest penalty due the Contractor.
- 5.9. Late Request for Payments. The County may refuse to pay invoices received or postmarked more than ninety (90) calendar days after the date that the invoiced Services were provided.
- 5.10. Payment of Unauthorized Claims.
- A. Payment does not prevent the County from disputing the claim. Payment of a claim is not a waiver, admission, release, ratification, satisfaction, accord, or account stated by the County.
 - B. The County is not responsible for any interest, fee, or penalty if it withholds payment for failure to comply with any provision of this Contract or during the pendency of an audit or inspection.
 - C. If the County requires an audit or inspection, the County does not have to pay any invoices until the audit or inspection is complete. Upon completion of the audit or inspection, the County will pay the Contractor pursuant to the time period for payment after receipt of an invoice.
 - D. The County may offset any overpayment or disallowance of claim by reducing future payments.

6. COMPLIANCE WITH LAWS AND STANDARDS.

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

- 6.1. General. Contractor shall abide by all Federal, State or local laws, statutes, ordinances, rules, and regulations now in effect or hereafter adopted pertaining to this Contract or to the facilities, programs, and staff for which Contractor is responsible. This includes, but is not limited to, all Standard Assurances, which are attached and incorporated as Exhibit 1. Any violation of this Section is a material breach of this Contract. No Notice of Default is required to terminate under this Section.
- 6.2. Revision of Laws. If there is a revision of law, standards, or orders which makes performance of the Contract or any portion thereof unlawful, all parties will review the Contract and renegotiate those items, if possible, that are necessary to bring the Contract into compliance with the law. Refusal to renegotiate within (seven) 7 calendar days of a request to bring the Contract into compliance shall be cause for termination of this Contract as of the date when the Contract is out of compliance.
- 6.3. Minnesota Law to Govern. The laws of Minnesota govern all matters related to this Contract, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Contract must be in those courts located within Dakota County, State of Minnesota or U.S. District Court, District of Minnesota. These provisions control regardless of the place of business, residence or incorporation of the Contract.
- 6.4. Licenses. At its own expense, Contractor shall maintain all licenses, certifications, registrations, permits, or other rights required to provide the Services under this Contract. Contractor shall provide copies of the above to the County upon request. Contractor shall provide Notice to the County of any changes in the above within five (5) calendar days of the change. The loss of any such license, certification, registration, permit, or other right by Contractor is cause for termination of this Contract as of the date of the loss. Any violation of this Section is a material breach of this Contract. No Notice of Default is required to terminate under this Section.

- 6.5. Specific. The parties specifically acknowledge and agree to meet all applicable minimum requirements and standards expressed in Minn. Stat. §§ 2561.01 to 2561.06 (Housing Support Act), Minn. Stat. §§ 245.461 to 245.486 (Comprehensive Adult Mental Health Act), Minn. Stat. §§ 245.487 to 245.4889 (Comprehensive Children’s Mental Health Act) and any changes to those sections, as applicable to the Services provided pursuant to the terms of this Contract.
- 6.6. Prison Rape Elimination Act of 2003 (“PREA”). To the extent that the requirements of PREA are applicable to this Contract, the County has a zero-tolerance standard against sexual misconduct in its secured facilities. Contractor is responsible for compliance with all requirements of PREA, and implementing regulations. Contractor shall follow all County policies concerning the same and shall provide County, upon request, with all documentation evidencing compliance. Failure to comply with this provision may result in immediate termination of the Contract for cause.
- 6.7. Federal Financial Participation. In the event that there is a revision to Federal regulations which might make Services provided under the terms of this Contract ineligible for federal financial participation, all parties will review the Contract and renegotiate those items necessary to bring the Contract into compliance with the new Federal regulations. Refusal to renegotiate within seven (7) calendar days of a request to bring the Contract into compliance is cause for termination of this Contract as of the date when the Contract is out of compliance for federal financial participation. Any violation of this Section is a material breach of this Contract. No Notice of Default is required to terminate under this Section.
- 6.8. Digital Content Accessibility Standards. Contractor warrants that the following deliverables provided to the County in digital form (“Digital Content”) as part of the Services must meet or exceed the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA at the time of delivery to the County:
- All information, media, or material, including electronic documents (such as Word, PDF, and Excel formats) that is created or distributed in a digital format or content designed for interactive formats such as websites, mobile applications, social media platforms, kiosk content, and other digital platforms.

Contractor must promptly correct all accessibility defects upon discovery or notice, and no later than 30 days following such discovery or notice, at no additional charge to the County, unless the County approves a different schedule in writing. If Contractor is unable to comply with the required standards for a specific Digital Content, Contractor shall provide alternative solutions for the nonconforming Digital Content upon request, at no additional charge to the County. Failure to remedy an accessibility defect in compliance with this Section constitutes a material breach of the Contract.

7. INDEPENDENT CONTRACTOR STATUS.

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

8. NOTICES.

- 8.1. Unless otherwise stated in a specific section of this Contract, any notice or demand, (collectively, “Notice”) must be in writing to the other party identified below or as may be specified at a later time by such party by providing Notice in accordance with this Section:

To County:

Dakota County
Attn: Community Services Director

1 Mendota Rd W, Ste 500
West St. Paul, MN 55118-4773
Email:

To Contractor:

Vendor Name
Attn: Name/Title
Street Address
City, State Zip.
Email:

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

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

- 8.2. Notice must be provided by at least one of the following:
- A. Personal delivery, which is deemed to have been provided upon receipt as indicated by the date on the signed affidavit; or
 - B. Registered or Certified Mail, in each case, return receipt requested and postage prepaid, which is deemed to have been provided upon receipt as indicated by the date on the signed receipt, certification, or affidavit; or
 - C. Nationally or internationally recognized overnight courier, with tracking service with all fees and costs prepaid, which is deemed to have been provided upon receipt as indicated by the date on the signed receipt, certification, or affidavit; or
 - D. Except for Notices of Termination and Notices of Default, email, which is deemed to have been provided upon receipt as indicated by the date on a report generated by the outgoing email server indicating that the email was successfully sent, passed, or transmitted to the email server of the recipient's email address, or upon receiving an email confirming delivery to the recipient's email address.
- 8.3. If the recipient's rejects or otherwise refuses to accept the Notice, or if the Notice cannot be provided because of a change in contact information for which no Notice was provided, then the Notice is effective upon rejection, refusal, or inability to deliver.

9. INDEMNIFICATION.

- 9.1. General. All claims that arise or may arise against Contractor, its officers, employees, or agents as a consequence of any act or omission on the part of Contractor, its officers, employees, or agents while engaged in the performance of this Contract shall in no way be the obligation or responsibility of the County. Contractor shall indemnify, hold harmless and defend the County, its officers, employees, and agents against all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees that the County, its officers, employees, or agents may sustain, incur or be required to pay, arising out of:
- A. Any act or omission of Contractor, its officers, employees, or agents in the execution, performance, or failure to adequately perform Contractor's duties pursuant to this Contract, which causes bodily injury, death, personal injury, property loss, or damage to another; or

- B. Bodily or personal injury, death, or property loss or damage to any applicant or client either while participating in or receiving the care and Services under this Contract, regardless of where the Services are provided, or while being transported in any vehicle owned, operated, leased, chartered, or otherwise contracted for by Contractor, its officers, employees, or agents for the purpose of providing to or obtaining Services for an applicant or client; or
- C. Any applicant or client causing injury to, or damage to, the property of another person during any time when Contractor, its officers, employees, or agents has undertaken or is furnishing the care and Services called for under this Contract; or
- D. Any claim or cause of action in equity or for damages arising out of employment by Contractor or discrimination in Contractor's employment practices.

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

The Contractor's duty to defend the County is not contingent upon a finding of liability or wrongdoing on the part of the Contractor. Rather, the Contractor's duty to defend the County arises whenever an allegation is made—whether in a formal lawsuit or otherwise—that the County is liable to a third party as a result of the conduct of the Contractor. The duty to defend includes, but is not limited to, the Contractor retaining and paying directly legal counsel for the County chosen solely and exclusively by the County in the County's sole discretion.

- 9.2. Limitations. The indemnification obligations of this Section do not apply to the extent that liability is the direct or proximate result of the County's negligence. This limitation is not a waiver on the part of the County of any immunity or limits on liability under Minn. Stat. Ch. 466, or other applicable State or Federal law.
- 9.3. Notice. The parties shall promptly provide Notice in writing and in reasonable detail of:
 - A. Any demand, action, suit, or proceeding against the party providing Notice; or
 - B. Any event or fact that may give rise to indemnification under Section 9.1 by Contractor.
- 9.4. Control of Defense and Settlement. Contractor shall promptly provide Notice to the County of any proposed settlement, and Contractor may not, without County's prior written consent (which the County will not unreasonably withhold, condition, or delay), settle such claim or consent to entry of any third-party judgment. Nothing in this Section precludes Contractor from allowing County to undertake control of the defense.

10. INSURANCE.

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

11. SUBCONTRACTING.

- 11.1. Subcontracting Generally Prohibited. Contractor shall not assign or delegate any interest, right, duty, or obligation related to this Contract without the County's prior written consent. The County may void any purported assignment, delegation, or subcontract in violation of this Section.
- 11.2. Permitted Subcontracting. Contractor may subcontract with the Subcontractors only as permitted by the County in writing, subject to the following:

- A. Contractor shall be responsible for the performance of its Subcontractors.
- B. All Subcontractors shall comply with the provisions of this Contract.
- C. Contractor remains responsible for performing Services under and complying with this Contract, regardless of any subcontract.

11.3. Payment of Subcontractors. The following is required by Minn. Stat. § 471.425. Contractor shall pay subcontractor within ten (10) calendar days after the date on which the Contractor receives payment from the County for undisputed Services performed by the subcontractor. Contractor agrees to pay interest of 1½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For unpaid balances of less than \$100, the Contractor shall pay the actual interest penalty due the subcontractor.

11.4 Notice to County. Contractor shall provide Notice to the County of any complaint, demand, action, proceeding, filing, lien, suit, or claim that Contractor has not paid or failed to timely pay any subcontractor. Notice must be provided no later than ten (10) calendar days after the date on which the Contractor first receives the complaint, demand, action, proceeding, filing, lien, suit, or claim.

11.5 A violation of any part of this Section is a material breach of contract.

12. SUCCESSORS AND ASSIGNS.

In order to continue services under the Contract and subject to the County's prior written consent in the event of a voluntary or involuntary dissolution, merger, sale, transfer, reorganization, acquisition or winding down of the Contractor's business, all rights, duties, liabilities, terms, obligations, and provisions of this Contract shall bind, benefit, and be assumed by the permitted successors, legal representatives, trustees, or assigns of the Contractor.

13. HOST COUNTY CONTRACT.

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

14. FORCE MAJEURE.

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

15. INABILITY TO PERFORM.

Contractor shall maintain staff, facilities, and equipment necessary to perform under this Contract. Contractor shall promptly notify the County when it knows or should know it may be unable to perform under this Contract. The County and Contractor shall determine whether such inability requires modification or termination of this Contract.

16. CHANGES IN POLICIES OR STAFF.

The County may terminate this Contract by providing ten (10) calendar days' Notice if the County does not approve of proposed or actual changes in Contractor's policies or staff related to providing services under this Contract.

17. CONFIDENTIALITY.

- 17.1. "Protected Data" has the same meaning as Not Public Data as defined in Minn. Stat. § 13.02, subd. 8a. Trade Secret Data as defined in Minn. Stat. § 13.37, subd. 1(b) shall be identified by Contractor to County and included in the definition of Protected Data.
- 17.2. For purposes of this Contract, all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract is subject to the requirements of the Minnesota Government Data Practices Act ("MGDPA"), Minn. Stat. Chapter 13 and its implementing rules, as well as any other applicable State or Federal laws on data privacy or security. Contractor must comply with, and is subject to, the provisions, remedies, and requirements of the MGDPA as if it were a governmental entity.
- 17.3. Contractor acknowledges that the County may transmit Protected Data to Contractor in connection with Contractor's performance of this Contract. Contractor shall not, at any time, directly or indirectly reveal, report, publish, duplicate, or otherwise disclose Protected Data to any third party in any way whatsoever, unless required or allowed by law. Contractor agrees to implement such procedures as are necessary to assure protection and security of Protected Data and to furnish the County with a copy of said procedures upon request.
- 17.4. Each party shall provide the other party with prompt Notice of a breach of the security of data as defined in Minn. Stat. § 13.055, subd. 1(a) or suspected breach of the security of data and shall assist in remedying such breach. Providing or accepting assistance does not constitute of waiver of any claim or cause of action for breach of contract.
- 17.5. Contractor shall cooperate with the County in responding to all requests for data. Contractor does not have a duty to provide access to public data if the public data are available from the County, except as required by the provisions of this Contract. The parties shall promptly notify each other when any third party requests Protected Data related to this Contract or the Services. Contractor shall ensure that all subcontracts contain the same or similar data practices compliance requirements. All provisions of this Section apply to any subcontract or subcontractor.
- 17.6. Identification Badges. If County staff determine that Contractor or Contractor's personnel may have access to secured areas, Contractor or Contractor's personnel must possess on their persons valid County-issued identification badges in order to have access to any secure County location, in compliance with County Policy 4022 "Identification Credentialing for Facility Access." Contractor shall immediately notify the County Liaison when it has knowledge of any felony conviction of personnel who possess County-issued identification badges, and then must immediately return such identification badges to the County and deny the affected personnel any further access pending further instruction from the County. Contractor shall promptly notify the County Liaison when an identification badge is lost or when there is a change in any work status or access requirements (for example, job termination or reassignment).
- 17.7. This Section survives expiration or termination of this Contract.

18. DEFAULT.

- 18.1. Notice of Default. Unless otherwise stated in a specific section of this Contract, no event or circumstance constitutes a default giving rise to the right to terminate for cause unless and until a Notice of Default is provided to the defaulting party, specifying the event or circumstance, series of events or circumstances, or failure constituting the default and cure period, if any.
- 18.2. Cure Period. The party providing the Notice of Default has the option, but is not required, to give the other party an opportunity to cure the specified default. If an opportunity to cure is given, it must be specifically described in the Notice of Default, including any period in which to comply.

19. TERMINATION.

- 19.1. Termination Without Cause. Either party may terminate this Contract without cause by providing thirty (30) calendar days' Notice of Termination to the other party.
- 19.2. Termination for Cause or Material Breach. Either party may terminate this Contract for cause by providing seven (7) calendar days' Notice of Termination to the other party unless a different procedure or effective date is stated within the specific section of this Contract under which the default occurs. In addition to other specifically stated provisions of this Contract or as otherwise stated in law, events or circumstances constituting default and giving rise to the right to terminate for cause, unless waived, include but are not limited to:
- A. Making material misrepresentations either in the attached exhibits or in any other material provision or condition relied upon in the making of this Contract;
 - B. Failure to perform Services or provide payment within the time specified in this Contract;
 - C. Failure to perform any other material provision of this Contract;
 - D. Failure to diligently and timely perform Services so as to endanger performance of the provisions of this Contract;
 - E. The voluntary or involuntary dissolution, merger, sale, transfer, reorganization, acquisition or winding down of the Contractor's business.
- 19.3. Termination by County – Lack of Funding. The County may immediately terminate this Contract for lack of funding. A lack of funding occurs when funds appropriated for this Contract as of the Effective Date from a non-County source are unavailable or are not appropriated by the County Board. The County has sole discretion to determine if there is a lack of funding. The County is not obligated to pay for any Services that are performed after providing Notice of Termination for lack of funding. The County is not subject to any penalty or damages for termination due to lack of funding. No Notice of Default is required to terminate under this Section.
- 19.4. Notice of Termination. The Notice of Termination must state the intent to terminate the Contract and specify the events or circumstances and relevant Contract provision warranting termination of the Contract and whether the termination is for cause.
- 19.5. Duties of Contractor upon Termination. Upon the County providing of the Notice of Termination, and except as otherwise stated, Contractor shall:
- A. Discontinue performance under this Contract on the date and to the extent specified in the Notice of Termination.
 - B. Complete performance of any work that is not discontinued by the Notice of Termination.
 - C. Cooperate with County with any transition of Services.
 - D. Cancel all orders and subcontracts to the extent that they relate to the performance of this Contract.
 - E. Return all County property in its possession within seven (7) calendar days after the date on which the Contractor receives the Notice of Termination to the extent that it relates to the performance of this Contract that is discontinued by the Notice of Termination.
 - F. Submit an invoice for Services satisfactorily performed prior to the effective date of termination within thirty-five (35) calendar days of said date.
 - G. Maintain all records relating to the performance of the Contract as may be directed by the County in the Notice of Termination or required by law or this Contract.

- 19.6. Duties of County upon Termination of the Contract for Cause or Without Cause. Upon delivery of the Notice of Termination, and except as otherwise provided, the County shall make final payment to Contractor in accordance with Section 5.7 of this Contract for Services satisfactorily performed.
- 19.7. Effect of Termination for Cause or without Cause. Termination of this Contract does not discharge any liability, responsibility, or right of any party that arises from the performance of, or failure to adequately, perform the provisions of this Contract prior to the effective date of termination. Termination shall not discharge any obligation which, by its nature, would survive after the date of termination, including by way of illustration only and not limitation, the requirements set forth in Exhibit 1 (Standard Assurances) and the indemnity provisions of Section 9. The County shall not be liable for any Services performed after Notice of Termination, except as stated above or as authorized by the County in writing.

20. CONTRACT RIGHTS, REMEDIES, AND WAIVER.

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

21. AUTHORIZED REPRESENTATIVES.

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

To COUNTY:

Name: Marti Fischbach
 Title: Community Services

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

Phone Number: 651-554-5742
 Email:

To CONTRACTOR:

Title: [REDACTED]

Address:
 Vendor Name
 DBA
 Street Address
 City, State Zip

Phone Number: [REDACTED]
 Email: [REDACTED]

21.2. The individuals who execute this Contract ("Authorized Representatives") have the authority to bind the party they represent and sign this Contract. The County's authorized signer shall have only the authority granted by the County Board. The parties shall promptly provide Notice to each other when an Authorized Representative's successor is appointed. The Authorized Representative's successor shall thereafter be the Authorized Representative for purposes of this Contract.

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

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

22. LIAISONS.

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

COUNTY:

Liaison: [REDACTED]
Phone number: [REDACTED]
Email: [REDACTED]

CONTRACTOR:

Liaison: [REDACTED]
Phone number: [REDACTED]
Email: [REDACTED]

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

23. AMENDMENTS.

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

24. SEVERABILITY.

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

25. MERGER.

25.1. Final Agreement. This Contract is the final expression of the agreement of the parties. This Contract is the complete and exclusive statement of the provisions agreed to by the parties. This Contract supersedes all prior negotiations, understandings, or agreements. There are no representations, warranties, or provisions, either oral or written, not contained herein.

25.2. Exhibits. The following Exhibits and addenda, including all attachments, are incorporated and made a part of this Contract:

Exhibit 1—Standard Assurances

Exhibit 2—Insurance Terms

Exhibit 3 – Service Grid

By signing this Contract, Contractor acknowledges receipt of all the above Exhibits and addenda, including all attachments. If there is a conflict between any provision of any Exhibit and any provision in the body of this Contract, the body of this Contract will prevail. To the extent reasonably possible, the Exhibits will be construed and constructed to supplement, rather than conflict with, the body of this Contract. If there is a conflict between any provision of an Exhibit and another Exhibit, the following is the order of precedence: Exhibit 1, Exhibit 2, [Exhibit 4], Exhibit 3.

26. CONTRACT INTERPRETATION AND CONSTRUCTION.

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

27. WAGE WITHHOLDING TAX.

Pursuant to Minn. Stat. § 270C.66, County shall make final payment to Contractor only upon satisfactory showing that Contractor and any subcontractors have complied with the provisions of Minn. Stat. § 290.92 with respect to withholding taxes, penalties, or interest arising from this Contract. A certificate by the Minnesota Commissioner of Revenue (Minnesota Department of Revenue Form IC-134, entitled "Withholding Affidavit for Contractors") satisfies this requirement with respect to the Contractor or subcontractor. Form IC-134, form and instructions are found at http://www.revenue.state.mn.us/Forms_and_instructions/ic134.pdf.

28. ELECTRONIC SIGNATURES.

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

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

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

Approved by Dakota County Board
Resolution No.

COUNTY OF DAKOTA

By: _____

Title: Assistant County Manager

Date of Signature: _____

CONTRACTOR

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

By: _____

Title: _____

Date of Signature: _____