# REQUEST FOR PROPOSALS (RFP)

For

Case Management Services and Consumer Support Grant (CSG) Administrative Services

<table>
<thead>
<tr>
<th>RFP Release Date:</th>
<th>Friday, June 7, 2019</th>
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<tbody>
<tr>
<td>For Questions &amp; Information:</td>
<td>Sarah Montgomery, Contract Specialist</td>
</tr>
<tr>
<td></td>
<td>E-Mail: <a href="mailto:Sarah.Montgomery@co.dakota.mn.us">Sarah.Montgomery@co.dakota.mn.us</a></td>
</tr>
<tr>
<td>RFP Responder’s Meeting:</td>
<td>Wednesday, July 10, 2019, 12:00 p.m.-1:00 p.m. (CST)</td>
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<tr>
<td></td>
<td>Dakota County Northern Service Center</td>
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<tr>
<td></td>
<td>1 Mendota Road West, Suite 110A</td>
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<td></td>
<td>West St. Paul, MN 55118</td>
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<tr>
<td>Proposal Due Date:</td>
<td>3:30 p.m. (CST), Friday, July 26, 2019</td>
</tr>
<tr>
<td>Submit Proposals To:</td>
<td>Sarah Montgomery, Contract Specialist</td>
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<tr>
<td></td>
<td>Dakota County Community Services Admin.</td>
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<tr>
<td></td>
<td>E-Mail: <a href="mailto:Sarah.Montgomery@co.dakota.mn.us">Sarah.Montgomery@co.dakota.mn.us</a></td>
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<tr>
<td></td>
<td>1 Mendota Rd West, Suite 500</td>
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<tr>
<td></td>
<td>West Saint Paul, MN 55118-4773</td>
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http://www.co.dakota.mn.us/Government/DoingBusiness/BidProposalsInformation/Pages/default.aspx
REQUEST FOR PROPOSALS (RFP)

FOR

Case Management Services and Consumer Support Grant (CSG) Administrative Services

GENERAL INFORMATION

A. Purpose and Scope

Waiver, & Home and Community Based Case Management Services

Dakota County Community Services is seeking to contract with one or more community agencies to provide case management for individuals with disabilities and older adults who receive funding through one of the following home and community-based services programs and/or county funded case management: Community Access for Disability Inclusion (CADI), Community Alternative Care (CAC), Brain Injury (BI), Developmental Disabilities (DD), Non-Waiver County Funded Rule 185, Elderly Waiver (EW) or the Alternative Care (AC) program.

This RFP is intended to grow capacity of contracted partners to support cases across all of the above programs and also to recruit more specialty providers, including the following:

- Culturally specific or special niche population/responsive agencies, able to effectively serve various cultural communities, including but not limited to East African, Hmong, Latino, LGBTQ, Older Adults, and Indigenous communities, as well as people who are deaf/hard of hearing
- Agencies with expertise in serving CAC cases (people with significant medical needs and hospital level of care) - these cases have not previously been contracted in Dakota County

Case management services include but are not limited to, informing the individuals or the individual's legal representative of service options, identification of potential service providers, development of a service plan based on the individual's assessed needs and preferences, accessing and coordinating services, and evaluation and monitoring of services identified in the individual's plan. Case management for these individuals will require travel throughout the Metro area.

Consumer Support Grant (CSG) Administration Services

Dakota County Community Services is seeking to contract with one or more community agencies to provide Administrative Support Services to individuals and families who are eligible to receive home care services from the Medical Assistance Home Care Programs, because of functional limitations that require ongoing supports to live in the community or in their home setting.

The Consumer Support Grant (CSG) is a state-funded alternative to Medical Assistance home care services (Home Health Aide, Personal Care Assistance, and Private Duty Nursing). The CSG program converts a share of the Medical Assistance state portion of payments for these home care services into a cash grant. This program provides individuals greater flexibility and freedom of choice to select services and goods that are directly related to the financial limitations, and to provide the supports needed to remain in their community, thus preventing or delaying the out-of-home placement of the individual. Administrative Services are provided to individuals who are not eligible or not open to Case Management services and receiving Consumer Support Grant funding.

This RFP is intended to grow capacity of contracted partners to support cases across all of the above programs and also to recruit more specialty providers, including the following:

- Agencies to support system navigation, plan development, referral for additional services, etc., for Consumer Support Grant (CSG) where person is not eligible for or receiving case management
- Culturally specific or special niche population/responsive agencies, able to effectively serve various cultural communities, including but not limited to East African, Hmong, Latino, LGBTQ, Older Adults, and Indigenous communities, as well as people who are deaf/hard of hearing
Adult Mental Health Rule 79 Targeted Case Management Services

Dakota County Community Services is seeking to contract with one or more community agencies to provide Targeted Case Management (TCM) services to adults with behavioral health disorders, including serious and persistent mental illness(es) (SPMI) and co-occurring substance use disorders (SUD). Also, Dakota County is a case management provider to serve Deaf or Hard of Hearing (DHH) individuals through Vulnerable Adult TCM. Case Management Services play an integral role in assisting individuals to navigate complex public systems. Specifically, these services assist individuals with identifying, gaining, and coordinating access to needed behavioral health care, benefits and entitlements, social/housing/vocational services, and other needed supports to help individuals thrive in the community.

This RFP is intended to grow capacity of contracted partners to support cases across all of the above programs and also to recruit more specialty providers, including the following:

- Culturally specific or special niche population/responsive agencies, able to effectively serve various cultural communities, including but not limited to East African, Hmong, Latino, LGBTQ, Older Adults, and Indigenous communities, as well as people who are deaf/hard of hearing

B. Instructions for Submitting Proposals

1. Proposals, one (1) original, and four (4) paper copies, along with (1) electronic copy via disk or email, must be received by 3:30 p.m. (CST), Friday, July 26, 2019. Late or incomplete proposals may not be accepted. Proposals should be sent to:

   Sarah Montgomery, Contract Specialist
   Dakota County Community Services
   1 Mendota Road West, Suite 500
   West Saint Paul, MN 55118-4773
   Email: Sarah.Montgomery@co.dakota.mn.us

   The proposal must be no more than 15 pages in length, including a cover letter, and the Contractor Fact Sheet, Exhibit 1, Trade Secret Information Form, Exhibit 2, Collusion and Non-Collusion and Conflict of Interest Statement, Exhibit 3, Service Grid Questionnaire, Exhibit 6, and Service Survey Questionaire, Exhibit 7. The document must be double-spaced and have a font size of no less than 10 point. Pages must be numbered.

   One proposal is required for each service you would like to provide to Dakota County. It is not a requirement to provide all the services mentioned above.

   If you currently are engaged in a contract with Dakota County for Case Management Services, you are not required to respond to this RFP, though you may choose to respond if you are interested in adding a new service to your contract.

2. In order that all potential Proposers to this RFP receive information equally, questions pertaining to this RFP must be sent to Sarah Montgomery by email Sarah.Montgomery@co.dakota.mn.us, on or before 3:30 p.m. Wednesday, July 10, 2019.

   Dakota County will be holding a meeting for all interested providers on Wednesday, July 10, 2019 at 12:00 p.m. to 1:00 p.m. (CST). This meeting will allow time for providers to ask questions of program staff. Providers interested in responding are strongly encouraged to attend. However, this meeting is not mandatory.

   RFP Responder’s Meeting:
   Wednesday, July 10, 2019 at 12:00 p.m. - 1:00 p.m (CST)
   Dakota County Northern Service Center
   1 Mendota Road West, Room 370
   West St. Paul, MN  55118-4773
On **Friday, July 12, 2019** a written text with all received questions and answers will be available via the County’s Internet web site at [www.co.dakota.mn.us](http://www.co.dakota.mn.us). Click on E-Government and select RFP on the menu. No questions about the RFP will be accepted after **3:30 p.m. Friday, July 12, 2019**.

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 **Friday, June 7, 2019**. 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 web site at the address:


   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 envelope or mailing container of any documents submitted with the proposal that the Responder believes contain confidential trade secret information must be clearly marked 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 paper and 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 bid/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 Responders 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 Case Management Services will be from October 1, 2019 through December 31, 2021.**

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. Written Notice of Termination sent by the County to Contractor by facsimile is sufficient notice under the terms of 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/or 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 individuals, a fidelity bond will be required. Evidence of such coverage must be submitted to Dakota County prior to execution of the contract.

13. **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.

14. **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 vendor(s) are responsible, which includes, but is not limited to, all Standard Assurances, attached as Exhibit 5.

15. **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).

16. **Program Evaluation**
    Selected Contractor(s), in conjunction with County staff, will design program evaluation tools. Selected vendor(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.

17. **Registration and Good Standing**
    Selected Contractor(s) must 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.
D. Evaluation of Proposal/Selection Criteria

1. Ability to provide service to entire Dakota County in addition to serving individuals who are living outstate but remain in Dakota County’s Financial Responsibility (CFR).
2. Ability to provide adequate staff supervision and training.
3. Experience with individuals receiving case management services and specific populations, please reference the Service Grid Questionnaire (Exhibit 6) and Service Survey Questionnaire (Exhibit 7) for a list of specific populations.
4. Ability to provide service to culturally specific individuals/diverse staff/bilingual staff/male staff.
5. Utilization of computer programs for case notes, email, and electronic communication, along with willingness to use Social Service Information System (SSIS) and county software computer systems.
6. Ability to bill State Medicaid Management Information System (MMIS) system, as well as ability to bill Vulnerable Adult Developmental Disability (VADD) and county funded programs.
7. Indicate your recruitment and retention plan for your case managers.
8. Indicate if your agency has applied or is enrolled as a DHS provider for any services other than case management.

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 that 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 has not been involved in any criminal activity.

b) Please provide written verification that all staff who will perform the service(s) you have indicate receiving 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) Acceptance of the State Rate Maximum applied to Dakota County case management services, along with the rate schedule for county services.

e) 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.

f) Compliance with Standard Assurances, outlined in Exhibit 5.

EXHIBITS

The below exhibits will need to be included in each proposal.

1. Contractor Fact Sheet
2. Trade Secret Information Form
3. Non-Collusion and Conflict of Interest Statement
4. Insurance Requirements
5. Standard Assurances
6. Service Grid Questionnaire
7. Service Survey Questionnaire
Exhibit 1

**Contractor Fact Sheet**

1. **Name/Address of Applicant Agency:**

<table>
<thead>
<tr>
<th>Name:</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Address:</td>
<td></td>
</tr>
</tbody>
</table>

   | Director:   |       |
   | Phone:      |       |
   | Email:      |       |

2. **Please Check One of the Following:**

   - [ ] Incorporated for Profit
   - [ ] Incorporated for Non-Profit (501-C-3)
   - [ ] Partnership
   - [ ] Proprietorship
   - [ ] Governmental Unit
   - [ ] Other, Please describe: ________________________

3. **Contact Person, if Other Than Director:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Phone</th>
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4. **Name of Person(s) Authorized to Sign Contracts:**

<table>
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<tr>
<th>Name</th>
<th>Title</th>
<th>Phone</th>
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</thead>
</table>

5. **Please Indicate Tax Identification Numbers as Applicable to Your Organization:**

   | MN Tax I.D. Number: |       |
   | Federal Employer I.D. Number: |       |

6. **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.
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 bid or proposal.

All responders must select one of the following boxes:

☐ My bid/proposal does not contain “trade secret information.” I understand that my entire bid/proposal will become public record in accordance with Minn. Stat. § 13.591.

☐ My bid/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 paper and one digital copy of my bid or 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.
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 bid, proposal or quote, 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 bid, proposal or quote; that this bid, proposal or quote has been independently arrived at without collusion with any other party submitting a bid, proposal or quote, competitor or potential competitor, that this bid, proposal or quote has not been knowingly disclosed prior to the opening of the bids, proposals or quotes to any bid, proposal or quote competitor; that the above statement is accurate under penalty of 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 bid, proposal or quote in this Request for Bid, Proposal or Quote and all terms of our bid, proposal or quote response.

Authorized Signature ___________________________ Title ______________ Date ___________

You are advised that according to Dakota County Board Resolution 12-508, 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 Bid, Proposal or Quote response.

V.6 Revised: 2/2016 JET/LSO
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 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. 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 (Insurance Services Office form title), providing coverage on an “occurrence” rather than on a "claims made" basis, which 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). Such coverage may be provided under an equivalent policy form (or forms), so long as such equivalent form (or forms) affords coverage which is at least as broad. 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.

If Commercial General Liability insurance can only be provided on a claims-made basis, the Contractor agrees to maintain such insurance for at least one (1) year from Contract termination. The retroactive date for the claims made policy must be prior to the start of the contract term.

Contractor agrees to maintain at all times during the period of this Contract a total combined general liability policy limit of at least $1,500,000 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).

Such Commercial General Liability policy and Umbrella or Excess Liability policy (or policies) may provide aggregate limits for some or all of the coverages afforded thereunder, so long as such aggregate limits have not, as of the beginning of the term or at any time during the term, been reduced to less than the total required limits stated above, and further, that the Umbrella or Excess Liability policy provides coverage from the point that such aggregate limits in the underlying Commercial General Liability policy become reduced or exhausted. An Umbrella
or Excess Liability policy which "drops down" to respond immediately over reduced underlying limits, or in place of exhausted underlying limits, but subject to a deductible or "retention" amount, shall be acceptable in this regard so long as such deductible or retention for each occurrence does not exceed the amount shown in the provision below.

Contractor's liability insurance coverage may be subject to a deductible, "retention" or "participation" (or other similar provision) requiring the Contractor to remain responsible for a stated amount or percentage of each covered loss; provided, that such deductible, retention or participation amount shall not exceed $25,000 each occurrence.

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

☐ Such policy(ies) shall name the Minnesota Department of Human Services, 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 $1,500,000 per occurrence and aggregate (if applicable). 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.

It is understood that such Professional Liability insurance may be provided on a claims-made basis, and, in such case, that changes in insurers or insurance policy forms could result in the impairment of the liability insurance protection intended for Dakota County hereunder. 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") or similar policy option if necessary or appropriate to avoid impairment of Dakota County's protection. Contractor further agrees that it will, throughout the one (1) year period of required coverage, immediately: (a) advise Dakota County of any intended or pending change of any Professional Liability insurers or policy forms, and provide Dakota County with all pertinent information that Dakota County may reasonably request to determine compliance with this section; and (b) immediately advise Dakota County of any claims or threats of claims that might reasonably be expected to reduce the amount of such insurance remaining available for the protection of Dakota County.

☐ 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 $1,500,000 per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy(ies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy(ies) shall be at least as broad with respect to such Business Automobile Liability insurance as that afforded by the underlying policy. Unless included within the scope of Contractor's Commercial General Liability policy, such Business Automobile Liability policy shall also include coverage for motor vehicle liability assumed under this contract.

☐ Such policy, and, if applicable, such Umbrella or Excess Liability policy(ies), shall include Dakota County, its officers, employees and agents as Additional Insureds thereunder.

☐ 5. Self Insurance. Dakota County recognizes that the contractor is self insured for general liability, professional liability or automobile liability and maintains excess coverage in order to meet the requirements set for the in this section of the contract. The contractor agrees to provide Dakota County with financial information to assist the County in determining the ability of the contractor to cover self insured losses.
6. **Additional Insurance.** Dakota County shall, at any time during the period of the Contract, have the right to require that Contractor secure any additional insurance, or additional feature to existing insurance, as Dakota County may reasonably require for the protection of their interests or those of the public. In such event Contractor shall proceed with due diligence to make every good faith effort to promptly comply with such additional requirement(s).

7. **Evidence of Insurance.** Contractor shall promptly provide Dakota County with evidence that the insurance coverage required hereunder is in full force and effect prior to commencement of any work. At least ten (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. Such evidence of insurance shall be in the form of the Dakota County Certificate of Insurance, or in such other form as Dakota County may reasonably request, and shall contain sufficient information to allow Dakota County to determine whether there is compliance with these provisions. At the request of Dakota County, Contractor shall, in addition to providing such evidence of insurance, promptly furnish Contract Manager with a complete (and if so required, insurer-certified) copy of each insurance policy intended to provide coverage required hereunder. All such policies shall be endorsed to require that the insurer provide at least thirty (30)-day's notice to Dakota County prior to the effective date of policy cancellation, nonrenewal, or material adverse change in coverage terms. On Certificate of Insurance, Contractor's insurance agency shall certify that he/she has Error and Omissions coverage.

8. **Insurer: Policies.** All policies of insurance required under this paragraph shall be issued by financially responsible insurers licensed to do business in the State of Minnesota, and all such insurers must be acceptable to Dakota County. Such acceptance by Dakota County shall not be unreasonably withheld or delayed. An insurer with a current A.M. Best Company rating of at least A-VII shall be conclusively deemed to be acceptable. In all other instances, Dakota County shall have fifteen (15) business days from the date of receipt of Contractor's evidence of insurance to advise Contractor in writing of any insurer that is not acceptable to Dakota County. If Dakota County does not respond in writing within such fifteen (15) day period, Contractor's insurer(s) shall be deemed to be acceptable to Dakota County.

9. **Noncompliance.** In the event of the failure of Contractor to maintain such insurance and/or to furnish satisfactory evidence thereof as required herein, Dakota County shall have the right to purchase such insurance on behalf of Contractor, which agrees to provide all necessary and appropriate information therefor and to pay the cost thereof to Dakota County immediately upon presentation of invoice.

10. **Loss Information.** At the request of Dakota County, Contractor shall promptly furnish loss information concerning all liability claims brought against Contractor (or any other insured under Contractor's required policies), that may affect the amount of liability insurance available for the benefit and protection of Dakota County under this section. Such loss information shall include such specifics and be in such form as Dakota County may reasonably require.
11. **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 hereof, 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).

Insure CS (Rev. 9/4/07)
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 of race, color, creed, religion, sex, national origin, disability, sexual orientation, age, 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 because of their race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran’s status or public assistance status. 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:


B. Executive Order 11246, 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.


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. The Workforce Investment Act of 1998, 29 U.S.C. 2801 et seq. as amended, and WIA regulations which prohibit discrimination under any program funded in whole or in part with WIA funds because of race, color, religion, sex, national origin, age, handicap or political affiliation or beliefs. Although certain restrictions apply, generally, persons cannot be denied participation in a WIA program simply because of their citizenship.
I. **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.

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


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 is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as any applicable Federal laws on data privacy. Contractor must comply with the applicable data management requirements as if it were a governmental entity. The remedies in Minn. Stat. section 13.08 apply to the Contractor. Contractor does not have a duty to provide access to public data to the public if the public data are available from the governmental agency (County), except as required by the terms of this Contract. All subcontracts shall contain the same or similar data practices compliance requirements.

3. **HEALTH DATA PRIVACY.** The Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) when applicable to the Contractor’s duties under this Contract. When applicable, Contractor agrees to comply with the HIPAA and HITECH Privacy requirements, Standards for Electronic Transactions, Security requirements, and any other applicable health data laws, rules, standards and requirements in effect during the term of this Agreement.

4. **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, 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.

5. **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.

6. **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.

7. **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.
8. **MDHS THIRD-PARTY BENEFICIARY.** 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).

9. **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.

10. **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 Principals* 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, 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 Contracting Officer 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.

**“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).**

Directions for On Line 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 http://oig.hhs.gov/fraud/exclusions/listofexcluded.html.

Attycv/Exh SA1 human services(03-14)
Service Grid Questionnaire

Please include a copy of the completed questionnaire with your submission.

Indicate the target population(s) your agency is serving or willing to serve under this Proposal.

<table>
<thead>
<tr>
<th>Target populations(s):</th>
<th>Your agency is serving</th>
<th>Your agency is willing to serve</th>
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</table>

**Waiver, & Home and Community Based Case Management Services**

1. Developmental Disability (DD Waiver Individuals):

2. Developmental Disability (DD) Non-Waiver:

3. Alternative Care (AC):

4. Elderly Waiver (EW):

5. Essential Community Supports (ECS):

6. Community Access for Disability Inclusion (CADI) Waiver:

7. Brian Injury (BI) Waiver

8. Community Alternative Care (CAC) Waiver:

9. Relocation Service Coordination (RSC)

**Consumer Support Grant (CSG) Administrative Services**

10. Fiscal Support Entity (FSE) or Financial Management Services (FMS):

11. Consumer Support Grant Administrative Services (CSG):

**Adult Mental Health Case Management**

12. Rule 79, Adult Mental Health:

13. Adult Rehabilitative Mental Health Services (ARMHS):

**Other Questions**

14. Are you applying as an agency with culturally specific staffing? Please specify.

15. Do you employ Public Health Nurses, as case managers?

16. Do you provide any other services with in your agency (i.e. nursing services, PCA, etc.)?
Service Survey Questionnaire

Please include a copy of the completed specifications with your submission.

1. Describe your organization, include history, hours of operation, scope of practice, years of experience, services you are interested in providing to Dakota County, capacity, supervisory structure, staffing (number of staff, experience, caseload size, cultural composition of staff, and hours of staff availability), support and supervision of staff, training (onboarding and ongoing training support), quality assurance process, core strengths, skills, and abilities to provide services.

2. Describe your agency’s growth plan (recruitment practices, retention plan and growth plan).

3. Discuss how your agency handles complaints.

4. Discuss how your agency stays current with the best/evidence based practices, rules/regulations, and state/county policies.

5. Explain your capacity to serve culturally diverse and/or special niche populations, include specific capacity to serve specific populations, and indicate whether or not your agency has the capacity for staff converse in languages, such as Spanish, Somali, Hmong, and Russian or in American Sign Language (ASL).

6. If you have contracts with other Counties for the provision of any one of these services, please include the following information:
   - Identify each County and which service is provided
   - Name a reference from each County who is familiar with your work, and provide a phone number at which he/she can be reached.

7. Indicate any unique approaches to service delivery and/or methods that you use that yields the most effective individual outcomes.