



**Community Services Division
REQUEST FOR PROPOSAL
For
Print to Mail Services**

RFP Release Date: April 24, 2026

For Questions & Information: Corky Newton

E-Mail: Corky.Newton@co.dakota.mn.us

Proposal Due Date: May 27, 2026

Submit Proposals To: Corky Newton
Contract Specialist
Corky.Newton@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

The Dakota County Employment and Economic Assistance (E&EA) department is seeking proposals for Print to Mail Services which includes the following components:

- **Build Package Software:** This software allows users to pull documents and client address information from different sources to put into an envelope with a data to generate a cover page for all associated documents.
- **Create Mailing Packages:** The process of assembling individual print jobs into mailing packages and saving the resulting files to a designated secure location for final processing.
- **Printing and Mailing:** Retrieve mailing packages securely on a schedule currently twice per day, in addition to printing, inserting, sealing, applying postage, and delivering mailings to the USPS office by end of day.
- **Customer Portal:** Allows customers to respond to a request for information and submit the requested information via this portal.

Detailed requirements for each of the components are provided in Attachment A. Vendors may submit proposals for one or more of the components. Preference will be given to a vendors that respond to more than one component. However, we recognize that vendors may not specialize in all areas. We encourage vendors to submit proposals for any component(s) they can support. Each proposal must clearly identify the component(s) it addresses.

Vendors must complete the **functional requirements**¹, in Attachment A, for each component included in their proposal. In addition, vendors should complete the **non-functional requirements**² to the best of their ability. For ease of filling this out, vendors are required to use Dakota County Supplied Excel Spreadsheet for Attachment A responses. Please send an email to corky.newton@co.dakota.mn.us to request a copy.

Current process:

Front-end Component: software to prepare and submit mailings.

Currently, E&EA staff use an internally built software package to prepare a virtual envelope, which includes client name and address, and select document(s) to be put in the virtual envelope. The current software is setup to only pull from a single system, and we believe this can be streamlined. Once the software builds the package XML for the cover page with all associated documents a third-party software on a schedule processes the packages into final mailing packages and breaks the mailings into 3 groups by number of pages (Normal, Mid and Over Counts). This software archives the inputs and outputs and sends a copy to either a printer or another vendor for the actual printing of the document. A detailed report is also produced showing the number of each document type, actual number of pages and any rejected items. This can then be used to validate the mailing numbers from our 3rd party mailing partners. This software was originally built to work with 2D printing barcodes to work with printing hardware which are no longer being used.

¹ Requirements that a system must perform to support a business process. These are essential for business operation.

² Refer how the system performs to achieve an objective.

The users documents that are being sent to clients could be a request for additional documents for approval of a benefit, a new application for benefits, or general correspondence. E&EA is seeking is to improve functionality of automated mailer services. The bullet points below show a sample of desired services from respondents:

- Provide software and process for staff to use to prepare and submit mailings
 - Include an option for pulling documents from multiple sources
- Check and validate address before sending
- Build the complete package to be printed and mailed
 - Provide tracking of the mailing
 - Ability to send certified mail electronically
 - Secure portal for clients to submit requested documentation, accessed by a link and QR code
 - The software would need to integrate with our Electronic Document Management System (i.e., OnBase) for indexing into client case files.
 - We'd promote the secure portal to clients for document submission that is currently received by email, fax, mail, online submission, and in-person drop-off.

Volume: E&EA averages 300 outbound daily mailings to be managed by the automated mailer. We receive an average of 1,000 document submissions a day through all methods of email, fax, mail, online submission, and in-person drop-off that could be received by the secure portal in due time.

Back-end Component: the actual printing, inserting, and sending of physical mailings.

Currently, E&EA contracts with a service provider who completes the physical printing and mailing of the envelopes twice daily at 7:00 a.m. and 11:00 a.m. E&EA is seeking to improve functionality of printing services. The minimum desired services from respondents include:

- Print and insert the mailings twice daily (early morning and late morning)
- Ensure that mailings (printed and inserted) are dropped off at postal office by end of each day
- Ability to include inserts (e.g., brochures, booklets) in the mailings
- Ability to include different colors and sizes of paper within mailings
- Have procedure to handle data incident should it occur
- Qualified/trained to process private data

Volume: E&EA averages 300 outbound daily mailings. The average page per envelope is 11 pages (6 sheets of paper). There are larger mailings that could include documentations that need to be printed single-sided.

B. Instructions for Submitting a Proposal

Proposal, **one (1) electronic copy via email**, must be received by 3:00P.M. (CDT), May 27, 2026. Late or incomplete proposals may not be accepted. Proposals should be sent to:

Corky Newton
Contract Specialist
Dakota County Community Services
Email: Corky.Newton@co.dakota.mn.us

1. Proposal Requirements

The proposal preferred length is 60 pages and under, with 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. Exhibit 8: Sample Contract and Associated Exhibits
7. Attachment A: Functional Requirements and Non Functional Requirements
8. Attachment B: Evaluation Criteria

2. Evaluation and Selection Criteria will be based on:

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

3. Responder Inquiries

Email

In order that all potential Responders to this RFP receive information equally, questions pertaining to this RFP and its contents must be sent to Corky Newton, Contract Specialist, via email at corky.newton@co.dakota.mn.us, on or before May 8, 2026, 4:00 PM (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 May 12, 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 May 8, 2026, 4:00 PM (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 straightforward 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 April 23, 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.

Unless necessary, the Proposer's proposal must not include any "trade secret information", as defined in Minnesota Statutes section 13.37.

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.

Where two or more Contractors desire to submit a single quote/proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. The County intends to contract with a single firm and not with multiple firms doing business as a joint venture.

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.

It is the preference of Dakota County that the printing and mailing component be implemented by August, 2026, utilizing existing in house software and the rest of the components implemented in January, 2027, transitioning printing to new software package.

The contract term for printing and mailing services will be from the date a contract is executed through December 31, 2028. The contract term for remaining components will be from the date a contract is executed through December 31, 2028.

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

1—technology solution for website or mobile app:

The proposed solution must meet or exceed the Web Content Accessibility Guidelines (WCAG) 2.1 (Level AA). You must provide a current Accessibility Conformance Report (ACR) based on the Voluntary Product Accessibility Template (VPAT) version 2.4 or later as part of your response. If the proposed solution is a complex system, such as one with multiple interfaces, you must provide a completed VPAT for each interface.

If the County selects your proposal:

- a. the ACR may become part of the contract as it details the proposed solution's capabilities and creates specific expectations for deliverables.
- b. you will be required to ensure that the proposed solution continues to comply with WCAG 2.1 (Level AA) or greater throughout the contract term.

- c. you will be required to 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.
- d. you will be required to provide updated ACRs upon request or upon major version releases of the proposed solution.

2—digital content deliverables:

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). Selected Contractor(s) will be required to sign a HIPAA Business Associate Agreement, Exhibit 9.

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

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.

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.

Exceptions and Deviations

Any exceptions or deviations to the requirements contained within in this RFP, including any deviations to the County's contractual provisions as provided in Exhibit 8 (Sample Contract), must be included in the proposal submitted by the Contractor. Segregate such exceptions and deviations as a separate element of the proposal under the heading "Exceptions and Deviations."

Contract Terms and General Conditions

[Exhibit 8: SAMPLE CONTRACT](#) of this RFP sets forth the Dakota County standard Contract Terms and General Conditions. Quotes/proposals should indicate the Proposer's willingness to agree to such provisions and, if there are any contractual deviations, the Proposer must indicate any deviations in the process specified in the above "Exceptions and Deviations" section.

Registration and Good Standing

All Proposers must be in compliance with Minnesota law governing transaction of business in the [State of Minnesota](#) and, specifically, must be registered and in good standing to do business in the State of Minnesota. Upon award of the contract, the County will verify compliance prior to contracting. If the Proposer is not in registered and in good standing to do business in the State of Minnesota, the County reserves the right to reject the Proposer's proposal.

E. Attachments

- Attachment A: Functional Requirements and Non Functional Requirements
- Attachment B: Evaluation Criteria

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., Tennessean 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?

Exhibit 8: Sample Contract

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

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

WHEREAS, the County requires services for Service Description; and

WHEREAS, the Contractor represents, covenants, and warrants it can and will provide the services and work 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 # _____, authorized the County to enter into a Contract with Contractor for the provision of said services.

ACCORDINGLY, the parties agree:

1. TERM

This Contract is effective and enforceable on the date the last party executes this Contract Contract Start Date (“Effective Date”) and expires on Contract End Date, or the date on which all Services have been satisfactorily performed and final payment is made, whichever occurs first.

2. CONTRACTOR'S OBLIGATIONS

2.1. General Description. Contractor shall provide the services generally described in the Service Grid (collectively, “Services”).

2.2. Standard of Care. In the performance of the Services, Contractor shall use the care and skill a reasonable practitioner in Contractor’s profession would use in the same or similar circumstances.

2.3. 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.

2.4. 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 12, Termination. The Contractor shall have policies that prohibit retaliation for reporting that is not in compliance with this provision.

2.5. Changes in Policy or Staff. The County may terminate this Contract by providing 10 calendar days' Notice if the Contractor makes or proposes significant changes in policies or staffing.

2.6. 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.

3. PAYMENT

3.1. Total Cost. County will pay Contractor a total amount not to exceed _____ and _____ /100 Dollars (\$ _____), ("Contract Maximum"). 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.

3.2. Compensation. The County shall pay for purchased Services in the fixed amounts set out: *[delete bullet point that does not apply]*

- in the Contractor's Proposal
- in Exhibit 3, Service Grid

3.3. Time of Payment. The County shall pay Contractor within 35 calendar days after the date on which Contractor's invoice is received. If the invoice is incorrect, defective, or otherwise improper, the County will notify Contractor within 10 calendar days after the date on which the invoice is received. The County will pay Contractor within 35 calendar days after the date on which the corrected invoice is received.

3.4. 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.

3.5. Late Request for Payments. The County may refuse to pay invoices received or postmarked more than 90 calendar days after the date that the invoiced Services were performed.

3.6. Payment for Unauthorized Claims.

- 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.
- 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.
- 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.
- The County may offset any overpayment or disallowance of claim by reducing future payments.

4. COMPLIANCE WITH LAWS/STANDARDS

4.1. 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 (Standard Assurances). Any violation of this section is a material breach of this Contract. No Notice of Default is required to terminate under this section.

4.2. 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.

4.3. Licenses. At its own expense, Contractor shall procure and maintain all licenses, certifications, registrations, permits, or other rights required to perform the Services under this Contract. Contractor shall furnish copies of the above to the County upon request. Contractor shall provide Notice to the County of any changes in the above within 5 calendar days of the change. Any violation of this section is a material breach of this Contract. No Notice of Default is required to terminate under this section.

[insert this clause to reference the State contract for SHIP (or any other state grant contract where we are giving sub-grants) State Contract. The grant funds provided to Contractor under this agreement are subject to the terms and conditions contained in both the Master Grant Contract and the Project Agreement between the County and the State of Minnesota. Contractor agrees to comply with all terms and conditions contained in such contracts. County will provide copies of these contracts to Contractor upon request.

4.5. 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.
- The websites, mobile applications, social media platforms, kiosk content, and other digital platforms that are developed, designed, hosted, operated, and/or maintained by the Contractor. Notwithstanding anything to the contrary in this Contract, Contractor must maintain compliance with WCAG 2.1, Level AA throughout the contract term for all system components, contents, and code, including interactive features and third-party integrations. The Contractor must provide an updated Accessibility Conformance Report (ACR) based on the Voluntary Product Accessibility Template (VPAT) 2.4 or later template version upon request of the County or upon major version releases.

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.

5. 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.

6. NOTICES

6.1. 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.

6.2. 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.

6.3. If the recipient 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.

7. INDEMNIFICATION

7.1. General. To the greatest extent allowed by law, in the performance of or failure to perform this Contract, Contractor shall indemnify, defend (in the case of third-party claims, with counsel satisfactory to County), and hold harmless the County, its officers, agents, and employees, from and against any actual or alleged loss, litigation cost (including, but not limited to, reasonable attorney fees and costs and expenses of defense), costs, settlement, judgment, demands, damage, liability, lien, debt, injury, harm, fees, fines, penalties, interest, expenditure, diminution in value, disbursement, action, claim, proceeding, or dispute of any sort (collectively "Losses"), whether or not involving a third party, which are attributable to Contractor's, or Contractor's agents', independent contractors', employees', or delegates', actual or alleged:

- A. Intentional, willful, or negligent acts or omissions; or
- B. Actions or omissions that give rise to strict liability; or
- C. Negligent or intentional misrepresentation, breach of warranty, covenant, contract, or subcontract

whether or not well-founded in fact or in law, known or unknown, foreseen or unforeseen, fixed or contingent and howsoever originating or existing, and whether or not based upon statute, common law, or equity. This indemnity provision survives expiration or termination of this 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.

7.2. 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.

7.3. 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 7.1 by Contractor.

7.4. 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.

8. INSURANCE

Contractor shall maintain policies of insurance as set forth in Exhibit 2 (Insurance Terms), 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.

9. SUBCONTRACTING

9.1. 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.

9.2. Permitted Subcontracting. Contractor may subcontract with the subcontractors identified in {select one: 'identified in Contractor's Proposal' '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.

9.3. 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 10 calendar days after the date on which the Contractor first receives the complaint, demand, action, proceeding, filing, lien, suit, or claim.

9.4. Payment of Subcontractors. This provision is required by Minn. Stat. § 471.425. Contractor shall pay the subcontractor within 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.

9.5. A violation of any part of this section is a material breach of contract.

10. 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.

11. DEFAULT

11.1. 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.

11.2. 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.

11.3. Withholding Payment. Notwithstanding any other provision of this Contract, the County may, after giving Notice of Default, withhold, without penalty or interest, any payment which becomes due after Notice of Default is provided until the specified default is excused or cured, or the Contract is terminated.

12. TERMINATION

12.1. Termination Without Cause. Either party may terminate this Contract without cause by providing 30 calendar days' Notice of Termination to the other party.

12.2. Termination for Cause or Material Breach. Either party may terminate this Contract for cause by providing 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.

12.3. 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.

12.4. 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.

12.5. 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 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 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.

12.6. 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 3.3 of this Contract for Services satisfactorily performed.

12.7. Effect of Termination for Cause or without Cause.

- A. 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 7.
- B. 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.

13. CONTRACT RIGHTS AND REMEDIES

13.1. 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.

13.2. 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.

14. AUTHORIZED REPRESENTATIVE

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

To the County:

Name: Marti Fischbach
Title: Community Services Director
Dakota County Community Services
1 Mendota Rd W, Ste 500
West St. Paul, MN 55118-4773
Telephone: 651-554-5742
Email:
Marti.Fischbach@co.dakota.mn.us

To Contractor:

Vendor Name
Title
Department
Street
City, State Zip
Telephone
Email

14.2. The Authorized Representative, or his or her successor, has authority to bind the party he or she represents and sign this Contract. The County’s Authorized Representative 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.

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

Dakota County Attorney’s Office
Civil Division
1560 Highway 55
Hastings, MN 55033.

15. LIAISON

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

County Liaison:
Telephone:
Email Address:

Contractor Liaison:
Telephone:
Email Address:

15.2. 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.

16. Ownership of Work Product

As the County's contractor for hire, the County shall own in perpetuity, solely and exclusively, all rights of every kind and character, in all proceeds, works, drawings, products, plans, and all other materials created by Contractor pursuant to this Contract (collectively referred to as "Works"), and the County shall be deemed the author thereof for all purposes. Such Works are deemed "works for hire," as defined in the U.S. Copyright Act, 17 U.S.C. § 101. Contractor shall, upon the request of the County, execute all papers and perform all other acts necessary to assist the County to obtain and register copyrights on such Works. If, for any reason, any of the Works do not constitute a "work made for hire," Contractor hereby irrevocably assigns to the County, in each case without additional consideration, all right, title, and interest throughout the universe in and to the works, including all copyrights therein.

Contractor grants County a royalty-free irrevocable, non-exclusive, non-transferable, non-assignable perpetual license in all works or materials created pursuant to this Contract. County may prepare, copy, use, and distribute these works or materials and create derivative works or materials for the benefit of County or government purposes or uses, or as required by law. The only restrictions on the County's use of works or materials and derivative works or materials related to this Contract are those specifically stated in this section.

17. AMENDMENTS

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

18. 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.

19. MERGER

19.1. 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.

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

Exhibit 1 – Standard Assurance

Exhibit 2 - Insurance Terms

Exhibit 3 – Service Grid

Exhibit 4 –Dakota County Systems Access

Exhibit 5- HIPAA Business Associate Agreement (BAA)

19.3. 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,

20. CONFIDENTIALITY AND SECURITY

20.1. "Protected Data" has the same meaning as Not Public Data as defined in Minn. Stat. § 13.02, subd. 8a. Contractor must clearly identify to County in writing any Trade Secret Data as defined in Minn. Stat. § 13.37, subd. 1(b) it provides to County.

20.2. 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 ("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.

20.3. 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.

20.4. Contractor shall provide the County 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, including providing all necessary notifications, if requested by the County, at no additional cost to the County. Providing or accepting assistance does not constitute of waiver of any claim or cause of action for breach of contract.

20.5. 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.

20.6. HIPAA Requirements. Contractor, as a Business Associate of the County, agrees to abide by and comply with Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, ("HIPAA") and the Department of Health and Human Services ("HHS") issued regulations at 45 C.F.R. Parts 160 and 164 (the HIPAA Security Rule, the HIPAA Privacy Rule, and HIPAA Enforcement Rule, and the HIPAA Breach Notification Rule) to protect the security, confidentiality, and integrity of protected health information (PHI), as set forth in Exhibit 5.

20.7. Background Investigation. If County staff determine that Contractor or any of Contractor's employees, volunteers, and permitted subcontractors (collectively, "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:

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 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 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 if Contractor receives a criminal conviction during the term of the Contract.

20.8. 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 staff 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).

20.9. Systems Access. Contractor shall comply with the Dakota County Systems Access requirements, attached and incorporated as Exhibit 4.

20.10. 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.

20.11. This section survives expiration or termination of this Contract.

21. 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.

22. 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 <https://www.revenue.state.mn.us/submit-contractor-affidavit-electronically>

23. ELECTRONIC SIGNATURES

Each party agrees that 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.

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

Approved by Dakota County Board

COUNTY OF DAKOTA

Resolution No. _____

By: _____

Title: Community Services Director

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:

EXHIBIT 1 - 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 evidence 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 evidence 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 TELECOMMUNICATIONS 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 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 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.

*"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).

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 "Reporting of Maltreatment of Minors", Minn. Stat. § 260E, 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).

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 https://oig.hhs.gov/exclusions/exclusions_list.asp

Attycv/Exh SA (Rev. 1-23)

EXHIBIT 2 – 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:

- 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;
- to provide prior notice to County of any change in Contractor's exemption status under Minn. Stat. § 176.041; and
- 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 (change to \$1M if contract is under \$100K) per occurrence with a \$4,000,000 (change to \$1M if contract is under \$100K) 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 if 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 3 – SERVICE GRID

To be determined specific to vendor proposal and related components

EXHIBIT 4 – DAKOTA COUNTY SYSTEMS ACCESS

DAKOTA COUNTY SYSTEMS ACCESS

Pursuant to the parties' contract, the County has granted Contractor access to the County's network or on-premises or cloud-managed systems or databases (collectively, the "**County Systems**") that contain not public data, as that term is defined in Minn. Stat. § 13.02, subd. 8a ("**Protected Data**") to perform the contracted services ("**Services**").

The Contractor agrees that it will adhere to all applicable information privacy and security state and federal laws, regulations, and County policies and procedures. Contractor agrees that it is responsible for the actions of its officers, employees, volunteers, and/or independent contractors (collectively, its "**Personnel**") in accessing the County Systems, and will enforce the conditions below.

While accessing the County Systems, Contractor agrees to comply with the following conditions and require that its Personnel who access the County Systems comply with the same:

1. Contractor will enforce and maintain the same classification the Protected Data has in the County's possession and will manage and secure the Protected Data accordingly.
2. Contractor will access, use, copy, modify, maintain, or disseminate Protected Data only as necessary to perform the Services.
3. Contractor must establish, maintain, and enforce that its Personnel access only the minimum amount of Protected Data necessary to perform the Services.
4. Contractor must not reveal its access credentials to anyone. Contractor must not allow its Personnel to share access credentials, and Contractor will immediately inform the County's Liaison if there is reason to believe that anyone may have learned of, or used, Contractor's credentials.
5. Contractor must keep the County Liaison updated on its Personnel access rights based on employment or computer system changes and must regularly review all access rights to ensure current access rights to Protected Data are appropriate and no greater than are required for Personnel to perform the Services.
6. Contractor must notify the County Liaison if there is a change (e.g. termination, reassignment, etc.) in any Personnel work status or access requirements within 10 business days of such change.
7. Contractor must not attempt (or assist others) to subvert County network security to impair its functionality or to bypass restrictions set by County IT administrators.
8. Contractor must notify the County by emailing the Dakota County IT Help Desk at helpdesk@co.dakota.mn.us within 24 hours of Contractor's or its personnel's discovery of an actual or suspected Data Security Incident. A "**Data Security Incident**" means the unauthorized or unlawful processing, accessing, viewing, acquiring or disclosing of Protected Data, the unauthorized or accidental loss, destruction, damage, alteration of Protected Data, or the breach or attempted breach of County security measures. The notification must include, at a minimum, (1) the nature of the Data Security Incident; (2) the types of potentially compromised Protected Data; (3) the duration and expected consequences of the Data Security Incident; and (4) any mitigation or remediation measures taken or planned by Contractor in response to the Data Security Incident. Contractor must cooperate with County in the investigation, containment, and mitigation of any Data Security Incident as requested by the County.

Contractor acknowledges and agrees that it may be subject to Contract termination provisions as well as civil and criminal penalties under state and federal laws if it, or its Personnel, violate any of the above conditions. Contractor acknowledges and agrees that the terms of this Exhibit survive the expiration or termination of the Contract.

EXHIBIT 5: BUSINESS ASSOCIATE AGREEMENT

**BUSINESS ASSOCIATE AGREEMENT BETWEEN COUNTY OF DAKOTA
AND VENDOR NAME**

This Business Associate Agreement (“Agreement”) is made and effective on the date the last Party signs this Agreement by and between the County of Dakota, through its _____ Department, (the “Hybrid Entity”) and Vendor Name (“Business Associate”) (each a “Party” and collectively the “Parties”).

RECITALS

A. Pursuant to Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, (“HIPAA”), the Department of Health and Human Services (“HHS”) has issued regulations at 45 C.F.R. Parts 160 and 164 (the HIPAA Security Rule, the HIPAA Privacy Rule, the HIPAA Enforcement Rule and the HIPAA Breach Notification Rule, referred to collectively herein as the “Regulations”) to protect the security, confidentiality and integrity of health information.

B. The Parties have entered into an engagement whereby Business Associate will provide certain services to Hybrid Entity (“the Engagement”). Pursuant to such Engagement, Business Associate will have access to Public Health Information (“PHI”) in the possession of Hybrid Entity as a custodian of certain relevant records (the “Engagement”), and, pursuant to such Engagement, Business Associate may be considered a “business associate” of Hybrid Entity as defined in the Regulations.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree to the provisions of this Agreement in order to comply with the Regulations.

Definitions

The following terms are defined as set forth below. Any terms used but not otherwise defined in this Agreement have the definitions set forth in the Regulations and the Health Information Technology for Economic and Clinical Health Act (“HITECH”), found in Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005, and any regulations promulgated thereunder.

“Breach” shall have the meaning set forth in 45 C.F.R. § 164.402.

“Designated Record Set” shall have the meaning set forth in 45 C.F.R. § 164.501 and shall include, but not be limited to, medical records and billing records about Individuals.

“Electronic Protected Health Information” or “EPHI” shall have the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103.

“Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

“Protected Health Information” or “PHI” means, subject to the definition provided at 45 C.F.R. § 160.103, individually identifiable health information that Business Associate receives from Hybrid Entity or creates, receives, transmits or maintains on behalf of Hybrid Entity for purposes of performing the services under the Engagement. Unless otherwise stated in this Agreement, any provision, restriction or obligation in this Agreement related to the use of PHI shall apply equally to EPHI.

“Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.

“Secretary” shall mean the Secretary of the Department of Health and Human Services or their designee.

“Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with the system operations in an information system. Notwithstanding the foregoing, the Parties acknowledge and agree that Business Associate” need not report all attempted but unsuccessful Security Incidents to Hybrid Entity, and that this Agreement constitutes notice to Hybrid Entity that such unsuccessful Security Incidents occur periodically. Unsuccessful Security Incidents include, but are not limited to, pings and other broadcast attacks on Business Associate’s firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above, so long as such incidents do not result in actual unauthorized access, use, or disclosure of PHI.

“Subcontractor” means a person to whom a business associate delegates a function, activity or service, other than in the capacity of a member of the workforce of such business associate.

“Unsecured PHI” shall have the same meaning as the term “Unsecured PHI” in 45 C.F.R. § 164.402.

Business Associate acknowledges and agrees that all PHI that is created or received by Hybrid Entity and disclosed or made available in any form by Hybrid Entity to Business Associate, or is created, received, maintained, or transmitted by Business Associate on Hybrid Entity’s behalf, will be subject to this Agreement. This Agreement will commence upon the Effective Date and will continue as long as Business Associate has use, custody or access to PHI subject to this Agreement, and thereafter for the period required by the Regulations.

Obligations and Activities of Business Associate

Use and Disclosure. Business Associate will not use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law. Business Associate will not use or disclose PHI in a manner that would violate the Regulations if done by Hybrid Entity.

Restrictions on Disclosures. Business Associate will comply with any requests for restrictions on certain disclosures of PHI, to which Hybrid Entity has agreed and of which Business Associate is notified by Hybrid Entity. In addition, Business Associate will permit an Individual to make a reasonable request that PHI relating to the Individual be supplied at alternative locations and/or by alternative means, or to make a request for restriction of the use and/or disclosure of PHI in accordance with 45 C.F.R. § 164.522, and Business Associate will provide notice of such requests to Hybrid Entity within five (5) calendar days. Business Associate agrees to comply with the requirements of 45 C.F.R. § 164.522(a)(vi) regarding requests for restriction on the disclosure of PHI to health plans for payment and health care operations purposes. Business Associate is prohibited from agreeing to any restriction on the use or disclosure of PHI or any alternative communication of PHI requested by an Individual without Hybrid Entity’s prior written approval.

Sale of PHI; Marketing; Fundraising; Research. Business Associate will not, except for payments from Hybrid Entity for services performed pursuant to this Agreement or the Engagement, directly or indirectly receive remuneration, financial or otherwise, from or on behalf of the recipient in exchange for PHI. Business Associate will not use or disclose PHI for research or engage in any uses or disclosures that might be classified as marketing or fundraising without first obtaining prior written approval from Hybrid Entity; except to the extent that such marketing or fundraising use only de-identified data.

Minimum Necessary. Business Associate agrees, and it will ensure that its Subcontractors agree, to comply with Section 13405(b) of HITECH, any regulations issued thereunder or any guidance from the Secretary regarding what constitutes the definition of minimum necessary.

HIPAA Security Rule. Business Associate will develop, implement, maintain and use appropriate safeguards, and comply with the Security Rule at Subpart C of 45 C.F.R. Part 164, with respect to EPHI, to prevent use or disclosure of the PHI other than as provided for by this Agreement.

HIPAA Privacy Rule. Business Associate will comply with all requirements of the Privacy Rule at Subpart E of 45 C.F.R. Part 164 that apply to business associates.

Mitigation. Business Associate will mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

Subcontractors. In accordance with the requirements of the Regulations, Business Associate will ensure that any Subcontractor that creates, receives, maintains or transmits PHI on behalf of Business Associate agrees in writing to the same restrictions, requirements and conditions that apply to Business Associate with respect to that PHI, including the provisions outlined in this Agreement. Notwithstanding anything else in this Agreement that may be construed to the contrary, Business Associate agrees that it will not permit any subcontractor that is located outside of the United States to create, receive, maintain or transmit any PHI, without first securing prior written approval from Hybrid Entity.

Reports of Impermissible Use or Disclosure of PHI; Security Incident. Business Associate will report to Hybrid Entity any use or disclosure of PHI not provided for or permitted by this Agreement of which it becomes aware, or any Security Incident of EPHI of which it becomes aware, within two (2) calendar days of the date on which Business Associate first discovers the use, disclosure or Security Incident. In addition to its other obligations under this Agreement, Business Associate will take prompt action to correct any Security Incident or use or disclosure of PHI not permitted under this Agreement and any action pertaining to such Security Incident or unauthorized use or disclosure as required by applicable federal or state laws and regulations. Business Associate will provide notification to the Hybrid Entity official designated in Section VIII(c) of this Agreement.

Breach of Unsecured PHI. Business Associate will report to Hybrid Entity any suspected Breach of Unsecured PHI by Business Associate or any of its officers, directors, employees, Subcontractors or agents. All notifications of Breach of Unsecured PHI will be made by Business Associate to the Hybrid Entity official designated in Section VIII(c) of this Agreement. All notifications required under this Section will be made by Business Associate without unreasonable delay and in no event later than one (1) business day of discovery. Business Associate will use the standard at 45 C.F.R. § 164.410(a) to determine when the suspected Breach is treated as discovered. Hybrid Entity shall have discretion to determine whether a suspected Breach has given rise to a Breach. Business Associate will cooperate with Hybrid Entity and provide such information as Hybrid Entity reasonably requires in making this determination. In notifying Hybrid Entity of a suspected Breach, Business Associate will provide, to the extent reasonably possible, as much of the information it has that would be required in notifying a Hybrid Entity of a Breach, under 45 C.F.R. § 164.410. If Hybrid Entity determines that a Breach has occurred, Business Associate will provide any other available information that Hybrid Entity is required to include in its notification to individuals pursuant to 45 C.F.R. § 164.404(c). In the event Hybrid Entity determines a Breach has occurred that was caused by the acts or omissions of Business Associate, its Subcontractors, officers, directors, employees or agents, Business Associate will cooperate with Hybrid Entity to notify, at Business Associate's expense, (i) individuals whose

Unsecured PHI has been, or is reasonably believed by Hybrid Entity to have been, accessed, acquired, used or disclosed, and (ii) the media, as required pursuant to 45 C.F.R. § 164.406, if the legal requirements for media notification are triggered by the circumstances of such Breach. Business Associate will indemnify Hybrid Entity for any reasonable expenses Hybrid Entity incurs in notifying individuals, the media and related expenses arising from a Breach, or costs of mitigation related thereto, caused by Business Associate or its officers, directors, employees, Subcontractors or agents. Business Associate will cooperate in Hybrid Entity's Breach analysis process and procedures, if requested. Hybrid Entity will at all times have the final decision about the content of any notification required to be given under the Regulations.

Access. Business Associate will make available PHI in a Designated Record Set as necessary to satisfy Hybrid Entity obligations under 45 C.F.R. § 164.524 (access).

Amendment. Business Associate will make PHI available for amendment and incorporate any amendments to PHI in accordance with 45 C.F.R. § 164.526 (Amendment).

Accounting of Disclosures. Business Associate will maintain and make available the information required to provide an accounting of disclosures to the Hybrid Entity as necessary to satisfy the Hybrid Entity's obligations under 45 C.F.R. § 164.528 (accountings).

Hybrid Entity's Obligations Under Privacy Rule. To the extent that Business Associate is to carry out one or more of Hybrid Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate will comply with the requirements of Subpart E that apply to Hybrid Entity in the performance of such obligations.

Records. Business Associate will make its internal practices, books, and records relating to the use and disclosure of PHI available to the Hybrid Entity or to the Secretary for purposes of determining Hybrid Entity's compliance with the Regulations. Business Associate will notify Hybrid Entity regarding any PHI that Business Associate provides to the Secretary concurrently with providing such PHI to the Secretary, and upon request by Hybrid Entity, shall provide Hybrid Entity with a duplicate copy of such PHI.

Inspections; Audits. Within five (5) calendar days of a written request by Hybrid Entity, Business Associate will allow Hybrid Entity or a third party mutually agreed to by Hybrid Entity and Business Associate to conduct a reasonable inspection of the policies and procedures, agreements, facilities, books, records and systems relating to the use or disclosure of PHI pursuant to this Agreement for the purpose of determining whether Business Associate has complied with this Agreement and the requirements of the Regulations; provided, however, that Hybrid Entity will protect the confidentiality of all proprietary information of Business Associate to which Hybrid Entity has access during the course of such inspection. The costs of the audit will be covered by Hybrid Entity in the event the audit determines that Business Associate is in compliance with this Agreement and the Regulations and covered by Business Associate in the event the audit determines that Business Associate has violated this Agreement or the Regulations. Hybrid Entity is permitted to engage in the inspections and audits set forth in this Section as Hybrid Entity reasonably determines to be appropriate.

Workforce. Business Associate will ensure that its workforce members, employees, volunteers, and agents are aware of and agree to the same restrictions which apply to Business Associate with respect to the PHI.

Compliance with HITECH. Business Associate will comply with all requirements of Title XIII, Subtitle D of HITECH which are applicable to business associates, and will comply with all regulations issued

by the Secretary to implement these referenced statutes, as of the date by which business associates are required to comply with such referenced statutes and regulations.

Permitted Uses and Disclosures by Business Associate

- a. **To Carry Out Engagement.** Except as otherwise limited in this Agreement, for purposes of the services provided as part of the Engagement, Business Associate may use or disclose PHI solely to perform functions, activities, or services for, or on behalf of, Hybrid Entity, provided that such use or disclosure would not violate the Regulations if done by Hybrid Entity.
- b. **Management and Administration.** Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, as provided in 45 C.F.R. § 164.504(e)(4). In addition, Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that such disclosures are Required by Law or Business Associate obtains, prior to the disclosure, reasonable assurances from the person to whom it is disclosed that such PHI will be held secure and confidential as provided pursuant to this Agreement and only disclosed as Required by Law or for the purposes for which it was disclosed to the third party, and that any breaches of confidentiality of the PHI which becomes known to such third party will be immediately reported to Business Associate.
- c. **De-Identification.** Business Associate may use PHI to create information that is de-identified. Any such de-identification by Business Associate will be done in compliance with 45 C.F.R. § 164.514(b). Hybrid Entity agrees that de-identified information may be used and disclosed on Business Associate's own behalf. Hybrid Entity agrees that any de-identified information is and will remain the sole property of Business Associate and, due to the regulatory treatment of de-identified information, is no longer PHI and not subject to this Agreement or the Regulations.

Provisions for Hybrid Entity to Inform Business Associate of Privacy Practices and Restrictions

- a. **Notice of Privacy Practices.** Hybrid Entity will provide Business Associate, upon request, with Hybrid Entity's Notice of Privacy Practices in effect at the time of the request.
- b. **Revocation of Permission.** Hybrid Entity will provide Business Associate with any changes in or revocation of permission by an Individual to use or disclose PHI to the extent such changes may affect Business Associate's permitted or required uses and disclosures.
- c. **Restrictions on Use and Disclosure.** Hybrid Entity will notify Business Associate of any material restriction to the use or disclosure of PHI that Hybrid Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent such restrictions may affect Business Associate's use and disclosure of PHI.

Obligations of the Hybrid Entity

Hybrid Entity will not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Regulations if done by Hybrid Entity.

Termination

- a. **Termination for Cause by Hybrid Entity.** Notwithstanding any contrary termination provision of any other agreement between the Parties, Hybrid Entity is authorized to terminate this Agreement and

the Engagement as described in this Section if Hybrid Entity determines that Business Associate has violated a material term of this Agreement. Upon Hybrid Entity's knowledge of a material breach of this Agreement by Business Associate, Hybrid Entity will provide written notice of such breach to Business Associate and provide an opportunity for Business Associate to cure the breach or end the violation. If Business Associate does not cure the breach or end the violation within the time specified by the Hybrid Entity, then Hybrid Entity may immediately terminate this Agreement; or Hybrid Entity may immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Hybrid Entity determines that cure is not possible.

b. Effect of Termination.

Except as provided in paragraph 2 of this section, upon termination of the Engagement, Business Associate will return or destroy all PHI received from Hybrid Entity or created, received, maintained or transmitted by Business Associate on behalf of Hybrid Entity. This provision will apply to PHI that is in the possession of Subcontractors of Business Associate and Business Associate will ensure compliance with this requirement by its Subcontractors. Neither Business Associate nor Subcontractors will retain any copies of PHI.

In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate will provide to Hybrid Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible, Business Associate will extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for so long as Business Associate maintains such PHI.

Indemnification

Business Associate will defend, hold harmless and indemnify Hybrid Entity against any and all claims, liabilities, damages, judgments, costs and expenses (including reasonable attorney's fees and costs) asserted against, imposed upon or incurred by Hybrid Entity that arises out of, or in connection with, Business Associate's default under or failure to perform any contractual or other obligation, commitment or undertaking under this Agreement, or the negligence of Business Associate or its Subcontractors, employees, agents, or representatives in the discharge of its or their responsibilities, or any other act or omission of Business Associate or its Subcontractors, employees, agents or representatives. This provision will survive termination of the Agreement with respect to any claim, action, or proceeding by a third party that relates to acts or omissions occurring during the term of this Agreement.

Business Associate'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.

Miscellaneous

- a. Survival. The respective rights and obligations of Business Associate and Hybrid Entity under Sections II, VI, VII, and VIII of this Agreement will survive the termination of this Agreement.
- b. Notification. Except as otherwise agreed to in this Agreement, any notice required or permitted under this Agreement will be given in writing and delivered personally or sent by certified mail, return receipt

requested, or by reputable overnight delivery service, such as Federal Express, to the respective Party's address in the signature block.

Such addresses may be changed by either Party by providing written notification as to the new address.

- c. Interpretation. Any ambiguity in this Agreement will be resolved in favor of a meaning that permits Hybrid Entity to comply with HIPAA, the Regulations, and HITECH. In the event of any inconsistency between the provisions of this Agreement, the Engagement and the Regulations, the Regulations will control.
- d. No Third-Party Beneficiaries. This Agreement is intended for the sole benefit of the Business Associate and Hybrid Entity and does not create any third-party beneficiary rights.
- e. Waiver. No waiver or discharge of any liability or obligation hereunder by Hybrid Entity on any one or more occasions will be deemed a waiver of any continuing or other liabilities or obligations; nor will they prohibit enforcement by Hybrid Entity of any liabilities or obligations on any other occasions.
- f. Unenforceability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event Hybrid Entity believes in good faith that any provision of the Agreement fails to comply with the then-current requirements of HIPAA, the Regulations, and other applicable law, including but not limited to HITECH and all regulations promulgated thereunder, Hybrid Entity will notify Business Associate in writing. For a period of up to thirty (30) days, the Parties will address in good faith such concern and will amend the terms of this Agreement if necessary to bring it into compliance. If after such thirty (30) day period Hybrid Entity believes that this Agreement fails to comply with HIPAA, the Regulations, and other applicable law, including but not limited to HITECH and all regulations promulgated thereunder, then Hybrid Entity has the right to terminate this Agreement upon written notice to Business Associate.
- g. Independent Contractors. Business Associate is not the agent of Hybrid Entity and Hybrid Entity does not control, supervise or instruct Business Associates or any Subcontractors. The Parties are independent contractors and nothing in this Agreement will be deemed to make them partners or joint venturers or make Business Associate an agent of Hybrid Entity.
- h. No Assignment. Business Associate may not assign its rights, nor may it delegate any of its obligations, under this Agreement, without the express written consent of Hybrid Entity.
- i. Entire Agreement. This Agreement is the entire agreement of the Parties related to its subject matter and supersedes all prior agreements between the Parties that were designated or qualified as business associate agreements and replaces all previous drafts, understandings and communications.
- j. Remedies. Business Associate acknowledges and agrees that any breach of this Agreement by Business Associate may cause irreparable harm to Hybrid Entity, the amount of which may be difficult to ascertain. Business Associate agrees that Hybrid Entity may seek any legal remedy, including injunctive or specific performance for such harm, without bond, security or necessity of demonstrating actual damages. Such right of Hybrid Entity is in addition to the remedies otherwise available to Hybrid Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate.

- k. Electronic Signatures. Each Party agrees that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates below.

HYBRID ENTITY:

BUSINESS ASSOCIATE:

By: _____
Community Services Director

By: _____

Marti Fischbach

Print Name & Title: _____

Date: _____

Date: _____

Address for Official Notices:

Address for Official Notices:

County of Dakota
Attn: Jerod Rauk, Privacy Officer
1 Mendota Rd. W, Suite 500
West St. Paul, MN 55118

Vendor Name
DBA
Street Address
City, State Zip

Approved as to form:

Assistant County Attorney / Date
File No.

Attachment A: Functional Requirements and Non Functional Requirements

Functional Requirements - Vendors are required to use Dakota County Supplied Excel Spreadsheet for Attachment A responses. Please send an email to corky.newton@co.dakota.mn.us to request a copy.

| REQID | Area | Requirement | Priority | Standard | Custom | Not Available | Proposer Comments |
|--------|------------------------|---|----------|----------|--------|---------------|-------------------|
| F-A-1 | Build Package Software | The software should be able to support multiple user groups for options/features/templates/security for a user based on group role | High | | | | |
| F-A-2 | Build Package Software | The software should be able to provide Cover Page templates that can be setup for each user group | High | | | | |
| F-A-3 | Build Package Software | The solution should be able to only allow users of a group to access template available for that group | Medium | | | | |
| F-A-4 | Build Package Software | The solution should be able to have a universal cover page template or templates that are available for an easy setup for a new group and area. These templates would be the same across groups based of configurable information for that group and area | High | | | | |
| F-A-5 | Build Package Software | The solution should keep a history of all packages a user has sent for a specified period of time | High | | | | |
| F-A-6 | Build Package Software | The solution should be able to display up to the last 30 days of history for a user | High | | | | |
| F-A-7 | Build Package Software | The solution should display where the package is in the process. > Pending > Sent > Mailed > Removed | High | | | | |
| F-A-8 | Build Package Software | The solution should display if the package can still be removed from mailing if it has not been sent | High | | | | |
| F-A-9 | Build Package Software | The solution should have functionality to remove a package from being sent prior to processing | High | | | | |
| F-A-10 | Build Package Software | The solution should allow a user to create a new package with a unique system id and an area for the user to Name the package | High | | | | |

| REQID | Area | Requirement | Priority | Standard | Custom | Not Available | Proposer Comments |
|--------|------------------------|---|----------|----------|--------|---------------|-------------------|
| F-A-11 | Build Package Software | The solution should keep sent on date and mailed dates as well as a last updated date | High | | | | |
| F-A-12 | Build Package Software | The solution should be able get documents to mail from multiple sources, Desktop, SharePoint, State websites and OnBase | High | | | | |
| F-A-13 | Build Package Software | The solution should be able to accept multiple document types. All PDF Formats, Word, PDF ... | High | | | | |
| F-A-14 | Build Package Software | The solution should allow a user to pull an address from user security-based address sources. Local DB or API. (Maxis, Collections, SSIS, PRISM) by Case Number | High | | | | |
| F-A-15 | Build Package Software | Auser should be able to edit the address information for the mailer if information from source system is missing or incorrect | High | | | | |
| F-A-16 | Build Package Software | Auser should be able to designate the sort order of the documents in a package | High | | | | |
| F-A-17 | Build Package Software | Auser should be able to easily place multiple copies of the same document into a package | High | | | | |
| F-A-18 | Build Package Software | Auser should be able to easily remove a document they initially included prior to sending the package | High | | | | |
| F-A-19 | Build Package Software | Auser should be able to select if the document is to be printed in Duplex or Simplex and all documents should default as Duplex when added | High | | | | |
| F-A-20 | Build Package Software | Auser should be able to select if a return envelope is to be included or not | High | | | | |
| F-A-21 | Build Package Software | Auser should be able to select if a PRE-Paid return envelope is to be included or not | Low | | | | |
| F-A-22 | Build Package Software | Auser should be able to select prebuilt common packages to send to a client | Low | | | | |
| F-A-23 | Build Package Software | Auser should be able to select different flyers or inserts for a mailer | Low | | | | |
| F-A-24 | Build Package Software | Address bars should support Attention to lines and USPS standard format for all other elements | High | | | | |

| REQID | Area | Requirement | Priority | Standard | Custom | Not Available | Proposer Comments |
|--------|------------------------|---|----------|----------|--------|---------------|-------------------|
| F-A-25 | Build Package Software | From and To addresses should be designed to fit in readily available standard mailing windowed envelopes | High | | | | |
| F-A-26 | Build Package Software | When an address is ready a check with USPS to ensure the address is Valid with real time feedback to the person entering the address for the package | High | | | | |
| F-A-27 | Build Package Software | The software should allow managers to see their reports dashboards, should allow the creation of a package for a report as well as all other functions. When done a history of such actions would be recorded in the database | Medium | | | | |
| F-A-28 | Build Package Software | The software should be able to do a print preview of all packages about to be sent and that have been sent for 30 days | Medium | | | | |
| F-A-29 | Build Package Software | The software should be able to send documents to OnBase and index that were being printed from other sources. | High | | | | |
| F-A-30 | Build Package Software | When a user's sends a package to be mailed it should be sent to a locati0n specific for that users shared group job so if different printing instructions for specific groups can be done. (Such as internal printed vs vendor printed) | High | | | | |
| F-A-31 | Build Package Software | Provide a way for a user to send the package via certified mail. | Medium | | | | |
| F-A-32 | Build Package Software | Provide Actual tracking from USPS on when a package has been delivered | Low | | | | |

| REQID | Area | Requirement | Priority | Standard | Custom | Not Available | Proposer Comments |
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| F-B-1 | Create Mailing Packages | The create mailing process have options to deliver the final print jobs to different locations. On-Site directly to printers or offsite via SFIP or other methods | High | | | | | |
| F-B-2 | Create Mailing Packages | The create mailing process must be able to process heavy volumes of high definition documents (Large State Packets) in a timely manner. No more than 30 Minutes. | High | | | | | |
| F-B-3 | Create Mailing Packages | The create mailing process must be able to identify if all the documents in a package are able to be printed. Any corrupt or unprintable files must automatically be "Handled" by the process to remove the Package (XML and all associated documents) to an error folder and keep processing the run Without any manual intervention. | High | | | | | |
| F-B-4 | Create Mailing Packages | In the event that a processing job fails a email notification should immediately be sent to Dakota County Helpdesk as well as the Business Area for which the job is scheduled for. | High | | | | | |
| F-B-5 | Create Mailing Packages | The process to trigger a batch run should be easy for mail room staff to do when needed. | High | | | | | |
| F-B-6 | Create Mailing Packages | All available print locations used in the automated process should be available to mail room staff when running manually | High | | | | | |
| F-B-7 | Create Mailing Packages | Archives should be created for each job ran. Input documents with cover letter xmls, Final Print Outputs, Error Files, Other Outputs, Custom Outputs | High | | | | | |
| F-B-8 | Create Mailing Packages | In the event that a job fails the interface to trigger jobs manually should facilitate moving files from the input archive folder to the processing folder (Move any unprocessed files from the processing folder to the archive for review) | High | | | | | |

| REQID | Area | Requirement | Priority | Standard | Custom | Not Available | Proposer Comments |
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| F-B-9 | Create Mailing Packages | The process to put together packages needs to be highly configurable. Number of pages for each envelope type is one example configurable item. Normal, Mid, Over Counts are 3 package sizes in each Dakota County Run | High | | | | |
| F-B-10 | Create Mailing Packages | A final check of all addresses on packages should be run against USPS. Simple updates should automatically be done and major updates should be logged and removed as undeliverable | High | | | | |
| F-B-11 | Create Mailing Packages | At the end of each job that runs a complete processing report should be provided. | High | | | | |
| F-B-12 | Create Mailing Packages | At the end of each job that runs the software to create the mailer should be updated to indicate the time the package was processed and status. (Error, Mailed, Undeliverable, Emailed) | Low | | | | |
| F-B-13 | Create Mailing Packages | A summary report should be provided to staff on each job run. | Low | | | | |
| F-B-14 | Create Mailing Packages | The process should be able to identify if a user has agreed to receive electronic delivery of documents. If the user has an email and/or text will notify the user documents are available to be picked up in the user's portal and not mailed. Unless the package creator overrides the user's setting. | Low | | | | |

| REQID | Area | Requirement | Priority | Standard | Custom | Not Available | Proposer Comments |
|-------|------------------|---|----------|----------|--------|---------------|-------------------|
| F-C-1 | Printing/Mailing | Printing ideally will be done in MN but must be done in the continental United States | High | | | | |

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| F-C-2 | Printing/Mailing | The printing facility must be secure to handle PII, HIPAA and other sensitive data | High | | | | | |
| F-C-3 | Printing/Mailing | Provider must have a secure method to deliver our packages for mailing | High | | | | | |
| F-C-4 | Printing/Mailing | Provider must use either secure on prem servers or Government Cloud web services to move/store data for processing of jobs | High | | | | | |
| F-C-5 | Printing/Mailing | Provider must not keep any copies of the print job beyond a 4-day period. Proof of destruction of digital and physical materials will be required. | High | | | | | |
| F-C-6 | Printing/Mailing | Provider should be open to one time ad hoc printing needs | High | | | | | |
| F-C-7 | Printing/Mailing | Provider must have redundant printing and mailing hardware to avoid printing and mailing delays | High | | | | | |
| F-C-8 | Printing/Mailing | Provider must be able to process printing with more instruction for Inserting Pre Printed materials | High | | | | | |
| F-C-9 | Printing/Mailing | Provider must be able to identify the start and end of all documents | High | | | | | |

| REQID | Area | Requirement | Priority | Standard | Custom | Not Available | Proposer Comments |
|-------|-----------------|---|----------|----------|--------|---------------|-------------------|
| F-D-1 | Customer Portal | Customers should be able upload return documents to an online portal | High | | | | |
| F-D-2 | Customer Portal | Customers should be able to fill in data to define what they are loading to portal | High | | | | |
| F-D-3 | Customer Portal | QRcode from package build should have ability to autofill data for customer if used | High | | | | |
| F-D-4 | Customer Portal | All incoming documents must be scanned for virus or other malicious code | High | | | | |

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| F-D-5 | Customer Portal | The import page should have the ability to require or collect different fields based on type of document being uploaded | High | | | | |
| F-D-6 | Customer Portal | The import of documents should go into appropriate OnBase workflows | High | | | | |
| F-D-7 | Customer Portal | Customers can create a login to receive documents | Low | | | | |
| F-D-8 | Customer Portal | Customers who login and submit documents will have stored information and history of what was submitted and received | Low | | | | |
| F-D-9 | Customer Portal | Customer login with require Multi-Factor Authentication | Low | | | | |
| F-D-10 | Customer Portal | Please expand on customer portal actions you may have. | Low | | | | |

Non-Functional Requirements

| REQID | Area | Requirement | Priority | Standard | Custom | Not Available | Proposer Comments |
|-------|------|---|----------|----------|--------|---------------|-------------------|
| N-A-1 | CORE | All software components will need to meet ADA compliance standard WCAG 2.1 AA | High | | | | |
| N-A-2 | CORE | All data storage, transmission and use must be met HIPAA compliance standards | High | | | | |
| N-A-3 | CORE | Any cloud service must be hosted in a Government Cloud environment | High | | | | |
| N-A-4 | CORE | The solution should be built in a way to have flexibility for ongoing change across all business areas and functions | High | | | | |
| N-A-5 | CORE | The solution should have the ability to separate business areas (templates, reports, costs) operate from same system. For instance (Social Services, EEA, Public Health, Collections or other defined area) | High | | | | |
| N-A-6 | CORE | The solution should have Separate Security Modules for user access across defined business areas | High | | | | |
| N-A-7 | CORE | Ability to be a completely scalable environment in terms of users, hardware, data, and transaction volume. | High | | | | |
| N-A-8 | CORE | Ability to provide a fully redundant hardware platform with automatic fail-over. | Medium | | | | |
| N-A-9 | CORE | Ability to initially populate code tables at Dakota County discretion working in conjunction with the vendor. | High | | | | |

| REQID | Area | Requirement | Priority | Standard | Custom | Not Available | Proposer Comments |
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| N-B-1 | Operations | Ability to provide automated system operations that eliminate the manually run or initiated routines, backups, or other maintenance activities. | High | | | | |
| N-B-2 | Operations | Ability to provide data management and loading features. | High | | | | |
| N-B-3 | Operations | Application Server availability should be maintained at 99.999% or higher, measured monthly, notwithstanding other availability requirements. The calculation of system availability should not include downtime scheduled by Dakota County. | High | | | | |
| N-B-4 | Operations | The failure of any computer workstation or printer should not prevent other workstation computers and printers from functioning in a normal manner. | High | | | | |
| N-B-5 | Operations | The proposed system should provide critical data, operations, and data entry capabilities for essential functions, even if the core functional server or the County network is down. The degraded mode should not prevent the operation of key facilities and services. | High | | | | |
| N-B-6 | Operations | The proposed system should provide recovery from a degraded mode that includes the updating of data entered during degraded operation upon resumption of full system operations without manual intervention. | Medium | | | | |
| N-B-7 | Operations | The proposed system should provide deployment management and communication tools wherever non-Web-based components reside, such as Short Message Service (SMS), etc. | Medium | | | | |

| REQID | Area | Requirement | Priority | Standard | Custom | Not Available | Proposer Comments |
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| N-C-1 | Design | The proposed system should be sized to support current history of information plus 7-years of projected growth and be capable of accommodating a 50% increase in transaction volume and storage without upgrade or performance degradation. | Medium | | | | |
| N-C-2 | Design | Ability for a local Dakota County system administrator to modify system lookup tables for purposes of modifying local codes and other common codes (e.g., employees, lookup fields, facility codes). | High | | | | |
| N-C-3 | Design | Ability for a subscribing agency administrator to define and set up the organization subunits to correctly manage workflow. This includes entry of all location-specific information (facility, address, etc.). | High | | | | |
| N-C-4 | Design | The proposed solution shall be composed of discrete component or objects that can be exposed to other IT efforts where needed. | Medium | | | | |
| N-C-5 | Design | Ability to support remote or mobile operation of applications or various components in both a stand-alone environment with optional upload capability and a wirelessly connected environment. | High | | | | |
| N-C-6 | Design | Has defined data standards and make the Entity Relationship Diagram (ERD) and Data Dictionary available to Dakota County upon request and final one upon contract completion. | High | | | | |
| N-C-7 | Design | Ability to be scalable and utilize a robust system architecture capable of accommodating a baseline of 1500 Attachments a day and a growth rate of 10% per year. | Medium | | | | |
| N-C-8 | Design | Ability to send and receive administrative broadcast Dakota County's messages to all subscribing users and organization user groups for purposes of system outage notifications, etc. by message urgency. | Medium | | | | |
| N-C-9 | Design | Ability to send broadcast messages to individuals, groups of individuals, a location, and/or multiple locations. | High | | | | |

| REQID | Area | Requirement | Priority | Standard | Custom | Not Available | Proposer Comments |
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| N-C-10 | Design | The proposed system should provide the user the option to cancel an action. | High | | | | |
| N-C-11 | Design | Capable of operating on current web-based platforms most operating systems and devices including PCs, mobile computers, and handheld devices. | High | | | | |
| N-C-12 | Design | Ability to support HTTPS session fail-over for browser-based functionality. | High | | | | |
| N-C-13 | Design | Ability to be based on a Microsoft SQL Server database. NOTE: Other SQL-compliant database platforms will be considered. | Medium | | | | |
| N-C-14 | Design | Ability to minimize data entry efforts by providing default values for fields based on previous input, referential lookup, or other mechanisms. | High | | | | |
| N-C-15 | Design | Ability to minimize data entry efforts by providing lookup tables for valid values for fields. | High | | | | |
| N-C-16 | Design | Ability to minimize data entry efforts by allowing for input from peripheral scanners, readers or other devices and from other applications. | High | | | | |
| N-C-17 | Design | Ability to minimize data entry efforts by using touch-screen technologies (no right click) and low resolutions for remote applications. | High | | | | |
| N-C-18 | Design | Ability to use application development languages that are nonproprietary or widely accepted. The county prefers Microsoft .NET; however, current market offering languages are acceptable (i.e., Visual Basic, C#, Java, SQL). | Low | | | | |

| REQID | Area | Requirement | Priority | Standard | Custom | Not Available | Proposer Comments |
|--------|--------|--|----------|----------|--------|---------------|-------------------|
| N-C-19 | Design | Ability to provide a logical sequence of screens enabling users to quickly access or skip to the areas of interest for data entry. | High | | | | |
| N-C-20 | Design | Ability to integrate with Microsoft .NET technologies. | Medium | | | | |

| N-C-21 | Design | The proposed solution shall minimize reliance on third-party software applications, such as office, image display, and graphics packages. Describe any third-party software applications that are required. | Low | | | | |
|--|---------|---|----------|----------|--------|---------------|-------------------|
| N-C-22 | Design | Ability to promote ease of use such as shortcuts, ease of navigation, drop-downs, and other such features. | High | | | | |
| N-C-23 | Design | Ability to provide process and data quality assurance features or capabilities. | Medium | | | | |
| N-C-24 | Design | Ability to provide user-level, context-based, on-line help for each screen or Web page. | Medium | | | | |
| C. Design: The organization of the components in efficient and logical manner. Extensibility: Managing the ability of the system to extend beyond the implementation. | | | | | | | |
| REQID | Area | Requirement | Priority | Standard | Custom | Not Available | Proposer Comments |
| N-D-1 | Support | Database management is responsibility of vendor. | High | | | | |
| N-D-2 | Support | Ability to not require any modem access to external systems or problem-reporting mechanisms. | High | | | | |
| N-D-3 | Support | The proposed system should have a defined and formal replacement cycle for upgrades, patches, and end-of-life cycle. | High | | | | |
| N-D-4 | Support | The vendor should maintain a list of technologies that are supported and make the list available to Dakota County. | Medium | | | | |
| N-D-5 | Support | Ability to support application deployment via a defined desktop image that is maintained by Dakota County. | Medium | | | | |
| N-D-6 | Support | Ability to support centralized scheduling mechanisms for administrative messaging and system alerts. | High | | | | |
| N-D-7 | Support | Ability to provide disaster recovery features or capabilities. | High | | | | |
| N-D-8 | Support | Ability to possess a tuning mechanism to adjust and optimize performance. | Medium | | | | |
| N-D-9 | Support | Ability to provide defined recovery procedures and processes to recover or restart system components. | Medium | | | | |

| N-D-10 | Support | Ability to provide help documentation and associated training material for each application at the screen or Web-page level. This material should include data dictionary for each field associated with the screen or Webpage, reference documents, topic-oriented discussion boards, FAQs, and tutorials. | High | | | | |
|---|-----------|---|----------|----------|--------|---------------|-------------------|
| N-D-11 | Support | Ability to provide a mechanism to update individual Web pages or screens and components without requiring system downtime. All updates should have rollback functionality. | High | | | | |
| D. Support: Pertains to the support that the system can provide to other systems and the users. Services: Functionality used to provide the support and identifies the routine IT support requirements. | | | | | | | |
| REQID | Area | Requirement | Priority | Standard | Custom | Not Available | Proposer Comments |
| N-E-1 | Structure | The proposed system should provide robust on-line help features with relevant user help available for all critical and non-critical functions. These features should be an integrated part of the system. | Medium | | | | |
| N-E-2 | Structure | Ability to provide release management features or capabilities. | Medium | | | | |
| N-E-3 | Structure | Ability to provide asset management features or capabilities, including versioning at the component level and rollback capabilities. | Medium | | | | |
| N-E-4 | Structure | Ability to provide electronic storage management features or capabilities. | Medium | | | | |
| N-E-5 | Structure | Capable of supporting centralized storage medium (e.g., SAN). | High | | | | |
| N-E-6 | Structure | Ability to provide an index for all error messages for searches by users and support staff. | High | | | | |
| N-E-7 | Structure | Ability to provide a mechanism to uniquely identify each screen or page so that support staff can quickly deliver assistance. The assistance should include application help features and integrate with existing e-mail capabilities. | High | | | | |
| N-E-8 | Structure | Ability to send alerts to support staff via e-mail or paging system for user-defined conditions. | Medium | | | | |

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| N-E-9 | Structure | User dashboard to see alerts messages they need to see. Status dates | High | | | | |
| N-E-10 | Structure | Ability to allow for connections to the IT monitoring solution, currently NetManage, that is used by the operations center. | Medium | | | | |
| E. Structure: The support and management features that will enable Dakota County to manage and maintain the infrastructure and system. | | | | | | | |

| REQID | Area | Requirement | Priority | Standard | Custom | Not Available | Proposer Comments |
|-------|--------------|---|----------|----------|--------|---------------|-------------------|
| N-F-1 | Integrations | OnBase – internal system | High | | | | |
| N-F-2 | Integrations | Local Data systems for Address and person lookup | High | | | | |
| N-F-3 | Integrations | Ability to work with other APIs built by Dakota County or State | High | | | | |
| REQID | Area | Requirement | Priority | Standard | Custom | Not Available | Proposer Comments |
| N-I-1 | Security | Ability to ensure the integrity, accuracy, and reliability of the information within the system by preventing unauthorized access to or modification of the system data. | High | | | | |
| N-I-2 | Security | Ability to access database information by county IT staff for other uses (e.g., ad-hoc reports, information sharing with other applications). | High | | | | |
| N-I-3 | Security | Define the system's ability to secure system access. It is crucial to Have proper user validation and rigorously control the ability to access, view, update and use information. | High | | | | |
| N-I-4 | Security | Ability to restrict access to the system, so users can be designated to view and/or maintain only for certain facilities, areas or functions | High | | | | |
| N-I-5 | Security | Individual data objects can be blocked for viewing except for those authorized by the administrator. | High | | | | |
| N-I-6 | Security | The system has the ability to optionally link to existing infrastructure security, such as Windows or network | High | | | | |
| N-I-7 | Security | Ability for system to be Active Directory aware. | High | | | | |

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| N-I-8 | Security | Ability to follow security standards such as Single Sign-On (SSO) and best business practices for security within the current technology market. | High | | | | |
| I. Security: Includes managing the precautions of who uses the application and how. Access: The methods for the user to get into the system and use the data. Access requirements pertain to supervising the users in their ability to log on and use the system and are categorized into Security and Utility subtopics. | | | | | | | |

| REQID | Area | Requirement | Priority | Standard | Custom | Not Available | Proposer Comments |
|--|---------|--|----------|----------|--------|---------------|-------------------|
| N-J-1 | Utility | Ability to be capable of providing administrator-defined timeouts for user sessions, server threads, and other persistent features within the environment. | Medium | | | | |
| N-J-2 | Utility | Ability to utilize roles and groups to provide granular security for all application components by individual component, screen or Web page, field level, dialog boxes and/or reports. | Medium | | | | |
| N-J-3 | Utility | Ability to track report dissemination (e.g., printing, emailing, etc.) and recipient organization information. | Medium | | | | |
| N-J-4 | Utility | Ability to maintain audit-trail information by user code, which includes data actions such as select, insert, update and delete. | High | | | | |
| N-J-5 | Utility | Ability to provide a configurable advisory warning message upon user login or system entry regarding unauthorized use and potential consequences of misuse. | Medium | | | | |
| N-J-6 | Utility | Ability to record and view all errors and warnings to the system logs and monitoring mechanisms. | High | | | | |
| J. Utility: Encompasses management for the access methods, user processes, and the physical log-on connections. In addition, conditions for application use are established with some of the requirements. | | | | | | | |

Attachment B: Evaluation Criteria

Proposal Evaluation Criteria

Proposals will be evaluated using the criteria and weighting outlined below. Upon request from the Dakota County, responders should provide demo of the service(s) they are bidding for.

- **Proposal quality (10%)**
 - The proposal that is clearly written
 - The proposal is well organized and easy to understand
 - The proposal contains required information
 - The proposal provides project timeline
- **Vendor viability (10%)**
 - *PLEASE PROVIDE* Vendor background and describe organizational stability
 - *PLEASE PROVIDE* Relevant experience delivering similar services or solutions

4. Ability to meet Functional Requirements as listed in Attachment A (30%)

Vendors will be evaluated based on how well their solution meets the stated requirements:

- Standard = 2 points
- Custom = 1 point
- Not Available = 0 point
- **Cost (50%)**
 - Please provide a Cost Sheet detailing all project costs.
 - Clearly identify all one-time and ongoing costs
 - Describe the pricing structure (e.g., per mailing, volume-based pricing, software development, on going software maintenance)

Non-Negotiable requirements

Proposals must meet the following mandatory requirements to be considered:

- If data is stored in the cloud, it must reside in a government-approved cloud environment.
- All data storage, transmission, and use must comply with HIPAA requirements.
- Selected Contractor(s) must be willing to sign a HIPAA Business Associate Agreement.