



Community Services Division
REQUEST FOR PROPOSAL
For
Adult Drug Court Mental Health Consultation Service

RFP Release Date: 4/22/2024

For Questions & Information: Melissa Thoms

E-Mail: Melissa.Thoms@co.dakota.mn.us

Proposal Due Date: 5/24/2024

Submit Proposals To: Melissa Thoms
Contract Specialist
Melissa.Thoms@co.dakota.mn.us

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

GENERAL INFORMATION

A. Purpose and Scope

Dakota County Community Corrections is seeking a vendor to be part of a adult drug court staffing team and providing mental health consultation services for adult drug court clients. The vendor would participate on multidisciplinary team to improve coordinated response, engagement and support in the clients recovery process. Adult drug court meetings are typically 4 hours and held once a week.

B. Instructions for Submitting a Proposal

Proposal, **one (1) electronic copy via email**, must be received by 4:00 P.M. (CDT), Friday, May 24, 2024. Late or incomplete proposals may not be accepted. Proposals should be sent to:

Melissa Thoms
Contract Specialist
Dakota County Community Services
Email: Melissa.Thoms@co.dakota.mn.us

1. Proposal Requirements

The proposal must be no more than 20 pages in length, 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. Attachment A: Evaluation Criteria

2. Evaluation and Selection Criteria will be based on:

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

3. Responder Inquiries

Email - No Conference or Interview

In order that all potential Responders to this RFP receive information equally, questions pertaining to this RFP and its contents must be sent to Melissa Thoms, Contract Specialist, via email at Melissa.Thoms@co.dakota.mn.us, on or before Wednesday, May 8, 2024, 4:00 P.M. (CST).

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

On Tuesday, May 14, 2024, 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 Wednesday, May 8, 2024, 4:00 P.M. (CST).

C. Terms and Conditions

1. Rejection of Proposals

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

2. Incurred Costs

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

3. Economy of Preparation/Proposal Presentation

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

4. RFP Release

This RFP was released on April 22, 2024. Dakota County reserves the right to amend this RFP at any time. In the event it becomes necessary to amend, alter or delete any part of the RFP, changes to the RFP will be posted on the website at [Requests for Bid, Proposals & Information | Dakota County](#).

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

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

5. Ownership of Proposals

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

6. Public Records and Requests for Confidentiality

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

unless the Responder properly requests that information be treated as a confidential trade secret at the time of submitting the proposal.

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

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

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

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

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

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

7. Prime Responder Responsibilities

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

8. Contract Term

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

The contract term for Adult Drug Court Consultation Service will be from July 1, 2024 through June 30, 2026.

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. License

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

14. Standard Assurances

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

15. HIPAA

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

16. Program Evaluation

Selected Contractor(s), in conjunction with County staff, will design program evaluation tools. Selected 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.

17. Registration and Good Standing

Selected Contractor(s) must be in compliance with Minnesota law governing transaction of business in the State of Minnesota. Upon award of the contract, the County will verify compliance prior to contracting.

18. Diversity and Inclusion: Prohibited Acts

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

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

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

D. Contractor Requirements

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

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

- f) Exhibit 7 will assist Dakota County in evaluating whether your organization has appropriate information security and privacy policies, practices, and awareness.

E. Exhibits

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

F. Attachment(s)

1. Attachment A: Evaluation Criteria
2. Attachment B: Service Grid

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. 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. **For all Contractors receiving / keeping our client's PHI / PII data**

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 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 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, 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

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).

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 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

- Store paper documents or physical media containing private or confidential information in locked drawers, filing cabinets, and in secured offices /facilities.

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.

- 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

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

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

1. Minnesota Government Data Practices Act:

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

Yes No Not Applicable

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

2. Information Privacy Safeguards:

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

Yes No Not Applicable

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

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

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

Yes No Not Applicable

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

Yes No Not Applicable

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

Yes No Not Applicable

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

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

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

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

Yes No Not Applicable

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

Yes No Not Applicable

3. Cybersecurity:

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

Yes No Not Applicable

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

c. Does the organization conduct cybersecurity awareness training for all employees?

Yes No Not Applicable

If so, how often and is the training mandatory?

- d. Are organization staff required to enter a password to access any computer or system that contains private or confidential data?
- Yes No Not Applicable
- i. Are staff allowed to share passwords?
- Yes No Not Applicable
- ii. What are the password requirements? (e.g., how many characters, password complexity, frequency of password reset, etc.)
- e. Does the organization use multi-factor authentication for:
- i. Remote access to email?
- Yes No Not Applicable
- ii. Remote access to the organization's network?
- Yes No Not Applicable
- f. Does the organization have the technical ability to send encrypted emails?
- Yes No Not Applicable
- If so**, when are staff instructed to send encrypted emails?

4. Remote Access:

- a. Does the organization allow employees to telework or use personal equipment (computers, phones, etc.) to conduct company business?
- Yes No Not Applicable
- If so**, does the organization have a policy to ensure data retention, privacy, and security when staff telework or use personal equipment?
- Yes No Not Applicable
- b. How does the organization handle recovering such information when staff leave?

Attachment A: Evaluation Criteria

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

1. Describe your agency's background and experience working with individuals with mental health concerns, chemical dependency, and involvement in the criminal justice system.
2. What is your agency's philosophy on client-centered approach to success?
3. Describe your agency's ability to consider all perspectives and engage professionals in the consultation process.
4. Describe your agency's ability to provide psychoeducation regarding mental health diagnosis to team members.
5. Describe any knowledge of drug court and the treatment court process.
6. Please provide your knowledge and ability to provide mental health and other community resources for clients needing more support.

Attachment B: Adult Drug Court Mental Health Consultation Service Grid

Service: Adult Drug Court Mental Health Consultation

Service Location: Dakota County Judicial Center – 1560 Highway 55, Hastings, MN 55033

Payment Source:

1. County.

Purpose

To provide the mental health consultation services for the drug court staffing team that includes cases that have come through Dakota County adult drug court.

Target Group

- Clients involved in Dakota County adult drug court

Goals

- Educate multidisciplinary team participants to improve coordinated response, engagement, and support in the participant's recovery process.
- Provide information and consultation to integrate community-based chemical and mental health and ongoing support into the individual's overall plan.

Service Expectations

- Drug Court Team Meetings: Contractor staff is present for the weekly drug court team meetings
 - Generally Mondays from 12:00pm-4:00pm.
- Provide insight into interventions or treatment options that would support the client's mental health.
- Collaborate with other professionals to assist in the development of ongoing case plans.

Service Duration/Intensity

- Meetings are generally held on Mondays from 12:00-4:00pm at the Judicial Center in Hastings.

Outcome Measures

- 75% of team participants are satisfied with the consultation services provided as measured every 6 months.

Staffing Credentials

- Ph.D., Psy.D. or Master level Licensed Therapist

- Master’s level student, intern or mental health practitioner under direct supervision of a board approved licensed mental health professional.

Payment Limitations

The County will pay for services as follows:

- Drug Court Team Meetings: \$400.00 per meeting
 - Note: This flat rate is all inclusive (including but not limited to the service, travel time, staff time, reviewing files, any and all materials, supplies & expenses, any phone contact with the County or others, and mileage).
- Transportation: The County will not reimburse mileage or travel time for this service.

Billing Procedures

- Invoices will be emailed to: ccinvoices@co.dakota.mn.us or mailed to: Dakota County Community Corrections, ATTN: Accounts Payable, 14955 Galaxie Avenue, Apple Valley, MN 55124.

Interpreters

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

Inclusion, Diversity & Equity

The County embraces and supports person-centered practices and expects contractors to do the same. Person-centered practices are structured in a way to support a client’s comfort and ability to express choice, control, and direction in all aspects of service delivery and support. While the nature of some services and service deliveries is such that it must account for factors beyond the client’s choice, control and direction, including, but not limited to, the terms of this Contract, court orders, the safety of the client and others, and governing law, the County values consideration of the client’s perspective, knowing that services are more efficient and effective when aligned with client choice. [For more information, refer to *Person-Centered, Informed Choice and Transition Protocol*, Minnesota Department of Human Services, issued 3/27/17 and updates.]

The County further recognizes that pervasive racism, discrimination and other institutional and community biases, as well as harm from historical trauma, are experienced by cultural communities and that this may contribute to overrepresentation of cultural communities in some County services. Appropriate service delivery often requires open discussion considering the real-life experiences of the people served, paying attention to the impact of pervasive racism and bias. At the referral level, it means inquiring with families about how to integrate their family or individual culture into service delivery. At the service level, it includes attention to outcomes for families receiving services in order to assess whether effectiveness differs in cultural communities and responding to any differences.

It is expected that while performing services for the County, the Contractor shall abstain from unacceptable behaviors including, but not limited to:

- Racial, ethnic or discriminatory jokes or slurs;
- Hostile, condemning, or demeaning communications, both verbal and written;
- Behavior demonstrating disrespect, dishonesty, intimidation, or disruption to the work relationship; and
- Retaliation against any person who reports or addresses unacceptable behavior.

It is the responsibility of the Contractor to ensure staff delivering services for the County are aware of these expectations and trained as needed to ensure respectful, cooperative and professional conduct in interactions with County staff and clients. If the County experiences or receives a report of an unacceptable behavior, it will share the report with Contractor. The Contractor must inform the County of steps taken to remedy the unacceptable behavior within ten (10) working days. If the unacceptable behavior persists, the County may terminate the Contract pursuant to the termination provision in the Contract.