



**Community Services Division  
REQUEST FOR PROPOSAL  
For  
Adult Mental Health Services**

**RFP Release Date:** June 22, 2026

**For Questions & Information:** Olivia Burns, Contract Specialist

**E-Mail:** [Olivia.Burns@co.dakota.mn.us](mailto:Olivia.Burns@co.dakota.mn.us)

**Proposal Due Date:** July 22, 2026 by 3:00 p.m.

**Submit Proposals To:** Olivia Burns  
Contract Specialist  
[Olivia.Burns@co.dakota.mn.us](mailto:Olivia.Burns@co.dakota.mn.us)

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

## GENERAL INFORMATION

### A. Purpose and Scope

#### **Intensive Residential Treatment Services (IRTS)**

Dakota County Community Services is seeking to contract with one or more community agencies to provide Intensive Residential Treatment Services (IRTS). IRTS is a community-based medically monitored level of care for an adult that uses evidence-based rehabilitative practices to promote a member's recovery and to develop and achieve psychiatric stability, personal and emotional adjustment, self-sufficiency, and other skills that help a member transition to a more independent setting. IRTS are provided by qualified mental health staff on-site 24 hours a day. IRTS are time-limited, directed to a targeted date of discharge.

Rates will be determined by the appropriate payer source (MHCP, AMHI, etc.).

#### **Assertive Community Treatment (ACT) Services**

Dakota County Community Services is seeking to contract with one or more community agencies to provide Assertive Community Treatment (ACT) Services to adults with severe and persistent mental illness (SPMI) and substance use disorder (SUD).

Assertive Community Treatment (ACT) is an intensive nonresidential treatment and rehabilitative mental health services model. ACT provides a single, fixed point of responsibility for treatment, rehabilitation, and support needs for clients. Services are offered 24 hours per day, seven days per week, in a community-based setting.

ACT teams must offer and have the capacity to provide the following services:

- Assertive engagement
- Benefits and finance support
- Co-occurring disorder treatment as defined in Minn. Stat. § 2451.02
- Crisis assessment and intervention
- Employment services
- Family psychoeducation and support
- Housing access support
- Medication assistance and support
- Medication education
- Mental health certified peer specialist services
- Physical health services
- Rehabilitative mental health services as defined in Minn. Stat. § 2451.02
- Symptom management
- Therapeutic interventions
- Wellness self-management and prevention
- Other services based on client needs as defined in a client's assertive community treatment individual treatment plan

The selected vendors will be reimbursed in accordance with DHS set rates.

#### **Community Support Program Services**

Dakota County Community Services is seeking to contract with one or more community agencies to provide Community Support Programs (CSP) to adults requiring:

- Independent living skills training and education
- Socialization skills training and education
- Benefit application assistance
- Clubhouse / Drop-in center for connection
- Jail transitional services
- In-home visits and wellness checks
- Medication monitoring
- Social activities
- Rule 20 discharge planning
- Other services offered by the CSP

The contract NTE is expected to be \$600,000 with potential for fluctuation.

## **B. Instructions for Submitting a Proposal**

Proposal, **one (1) electronic copy via email**, must be received by 3:00pm (CDT), Monday, July 22, 2026. Late or incomplete proposals may not be accepted. Proposals should be sent to:

Olivia Burns  
Contract Specialist  
Dakota County Community Services  
Email: [Olivia.Burns@co.dakota.mn.us](mailto:Olivia.Burns@co.dakota.mn.us)

### **1. Proposal Requirements**

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

1. A cover letter
2. Exhibit 1: Contractor Fact Sheet
3. Exhibit 2: Trade Secret Information Form
4. Exhibit 3: Non-Collusion and Conflict of Interest Statement
5. Exhibit 7: Community Services Division Solicitations: Data Management Questionnaire
6. Attachment A: Evaluation Criteria – All Services
  - a. \*\*\*All applicants must submit Attachment A AND the attachments below that correspond to the services they are applying for.
7. Attachment B: Evaluation Criteria - Intensive Residential Treatment Services (IRTS)
8. Attachment C: Evaluation Criteria - Assertive Community Treatment (ACT)
9. Attachment D: Evaluation Criteria – Community Support Programs (CSP)

### **2. Evaluation and Selection Criteria will be based on:**

- Following instructions to submit proposal as defined under General Information, Section B
- **For IRTS applicants:**
  - Response to Attachment A: Evaluation Criteria – All Services

- Response to Attachment B: Evaluation Criteria – Intensive Residential Treatment Services (IRTS)
- **For ACT applicants:**
  - Response to Attachment A: Evaluation Criteria – All Services
  - Response to Attachment C: Evaluation Criteria - Assertive Community Treatment (ACT)
- **For CSP applicants:**
  - Response to Attachment A: Evaluation Criteria – All Services
  - Response to Attachment D: Evaluation Criteria – Community Support Programs (CSP)

### 3. Responder Inquiries

In order that all potential Responders to this RFP receive information equally, questions pertaining to this RFP and its contents must be sent to Olivia Burns, Contract Specialist, via email at [Olivia.Burns@co.dakota.mn.us](mailto:Olivia.Burns@co.dakota.mn.us), on or before Wednesday, July 14, 2026 at 1:00 P.M. (CST).

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

On July 16, 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 Wednesday, July 14, 2026 at 1:00 P.M. (CST).

## C. Terms and Conditions

### 1. Rejection of Proposals

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

### 2. Incurred Costs

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

### 3. Economy of Preparation/Proposal Presentation

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

### 4. RFP Release

This RFP was released on June 22, 2026. Dakota County reserves the right to amend this RFP at any time. In the event it becomes necessary to amend, alter or delete any part of the RFP, changes to the RFP will be posted on the website at [Requests for Bid, Proposals & Information | Dakota County](#).

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

This RFP is intended to provide potential Contractors with information necessary to prepare a complete and comprehensive proposal and to present guidelines for proposal submission and review. While it is the County's intent to enter into contracts with qualified Responder(s) for the provision of professional and technical services

set forth herein, this RFP does not obligate the County to complete the RFP process or to enter into a contract if it is considered to be in its best interest. The County reserves the right to cancel this RFP at any time for any reason. The County also reserves the right to reject any and all applications received as a result of this RFP.

#### **5. Ownership of Proposals**

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

#### **6. Public Records and Requests for Confidentiality**

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

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

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

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

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

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

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

**7. Prime Responder Responsibilities**

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

**8. Contract Term**

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

The contract term for IRTS services will be from January 1, 2027 through December 31, 2029.

The contract term for ACT services will be from January 1, 2027 through December 31, 2029.

The contract term for CSP Services will be from January 1, 2027 through December 31, 2029.

**9. Contract Termination**

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

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

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

**10. Indemnification**

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

omission of Contractor, its officers, employees and/or agents, in the execution, performance, or failure to adequately perform Contractor's obligations pursuant to this contract.

**11. Insurance Requirements**

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

**12. Fidelity Bond**

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

**13. Digital Accessibility**

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

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

If the County selects your proposal:

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

**14. License**

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

**15. Confidentiality and Security**

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

**16. Standard Assurances**

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

#### **17. HIPAA**

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

#### **18. Program Evaluation**

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

#### **19. Registration and Good Standing**

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.

## **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 – All Services
2. Attachment B: Evaluation Criteria – Intensive Residential Treatment Services (IRTS)
3. Attachment C: Evaluation Criteria - Assertive Community Treatment (ACT)
4. Attachment D: Evaluation Criteria – Community Support Programs (CSP)
5. Attachment E: Service Grid – Intensive Residential Treatment Services (IRTS) Service Grid
6. Attachment F: Service Grid – Assertive Community Treatment (ACT) Service Grid
7. Attachment G: Service Grid – Community Support Programs (CSP) Service Grid
8. Attachment H: Contract Draft

## Exhibit 1: Contractor Fact Sheet

**Name/Address of Applicant Agency:**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Director:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Please Check one of the following:**

Incorporated for Profit

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

Partnership

Proprietorship

Governmental Unit

Other, Please describe:

**Contact Person, if other than Director:**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Name of person or persons authorized to sign contracts:**

	Signer 1	Signer 2
Name		
Title		
Phone		

**Please indicate Tax Identification Numbers as Applicable to your organization:**

**MN Tax I.D. Number:** \_\_\_\_\_

**Federal Employer I.D. Number:** \_\_\_\_\_

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

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

## Exhibit 2: Trade Secret Information Form

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

**All responders must select one of the following boxes:**

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

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

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

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

**Submit this form as part of the Proposal response.**

## Exhibit 3: Non-Collusion and Conflict of Interest Statement

Please print or type (in ink)

**CONTRACTOR NAME:** \_\_\_\_\_

**FEDERAL TAX ID NUMBER:** \_\_\_\_\_

**Company Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**Email:** \_\_\_\_\_

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

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

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

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

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

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

**Submit this form as part of the Proposal response.**

V.7 Revised: MMH (06-19)

## Exhibit 4: Insurance Terms

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

### APPLICABLE SECTIONS ARE CHECKED

1. Workers Compensation.

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

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

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

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

2. General Liability.

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

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

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

3. Professional Liability

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

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

4. Automobile Liability.

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

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

5. Network Security and Privacy Liability.

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

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

6. Evidence of Insurance.

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

7. Insurer: Policies.

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

8. Release and Waiver.

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

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

Revised: 11/23

## Exhibit 5: Standard Assurances

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By signing this Contract, the Contractor certifies that it and its principals<sup>1</sup> 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,

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<sup>1</sup> "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 subject<sup>2</sup>, others in the organization with a work purpose, or pursuant to a signed informed consent<sup>3</sup> 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**

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<sup>2</sup> Can only share private information (not confidential) with the data subject.

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

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

### **Computer and Network Security**

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

### **Secure Email/File Share**

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

### **Computer Security Training**

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

### **Records Retention**

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

## Exhibit 7: Community Services Division Solicitations – Data Management Questionnaire

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

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

### 1. Minnesota Government Data Practices Act:

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

Yes      No      Not Applicable

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

### 2. Information Privacy Safeguards:

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

Yes      No      Not Applicable

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

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

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

Yes      No      Not Applicable

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

Yes      No      Not Applicable

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

Yes      No      Not Applicable

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

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

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

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

Yes      No      Not Applicable

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

Yes      No      Not Applicable

### **3. Cybersecurity:**

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

Yes      No      Not Applicable

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

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

**If so**, how often and is the training mandatory?

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

i. Are staff allowed to share passwords?

Yes      No      Not Applicable

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

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

i. Remote access to email?

Yes      No      Not Applicable

ii. Remote access to the organization's network?

Yes      No      Not Applicable

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

Yes      No      Not Applicable

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

#### **4. Remote Access:**

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

Yes      No      Not Applicable

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

Yes      No      Not Applicable

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

## Attachment A: Evaluation Criteria – All Services

**\*\*\*ALL respondent's must submit answers to the following questions (1-7) in addition to the service-specific evaluation questions for the services they want to be considered for.**

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

1. What services are you submitting proposals for? (check the boxes below)
  - IRTS
  - ACT
  - CSP
  
2. Are you currently contracting with Dakota County for IRTS, ACT, and/or CSP? (check the boxes below). If yes, state how many clients you serve for each service.
  - IRTS: Click or tap here to enter text.
  - ACT: Click or tap here to enter text.
  - CSP: Click or tap here to enter text.
  
3. Describe your organization, include history, hours of operation, years of experience, capacity, supervisory structure, staffing (number of staff, experience, caseload size, and hours of staff availability), support and supervision of staff, training (onboarding and ongoing training support), core strengths, skills, and abilities to provide services. Include one example of a complex case that was well managed.
  
4. Describe how your agency handles complaints (include your grievance policy and your expectations fro Dakota County's involvement in resolutions, if any, etc.).
  
5. If you have contracts with other Counties for the provision of this service, please include the following:
  - a. Identify each county.
  - b. Name a reference from each County who is familiar with your work and provide a phone number at which they can be reached.
  - c. If you don't have contracts with other Counties, please list two references below.
  
6. Does your agency provide culturally-specific services? Do you specialize in working with any populations? Do any of your staff have a proficiency in any languages other than English? (If not, include your experience working with interpreters).
  
7. Describe what quality assurance measures and auditing processes your agency has in place to monitor both staff and agency performance.

## Attachment B: Evaluation Criteria – Intensive Residential Treatment Services (IRTS)

Please provide responses to the items below in a separate document for IRTS services ONLY. If submitting a proposal for ACT and/or CSP, do not answer these questions in your submission.

1. Which insurance companies do you hold contracts with for billing programming and room and board fees?
2. What is your process and policy for serving uninsured and underinsured clients?
3. Describe your experience in providing IRTS services. If you don't have any experience providing IRTS, how would you apply your experience in other service areas to your IRTS program?
4. Does your treatment curriculum focus in on a specific area / modality? Does your program target a specific area of expertise (dialectical behavioral therapy (DBT), Illness Management and Recovery (IMR), Substance Use or Dual Diagnosis, etc.)?
5. Describe the accessibility features of your facility. Include your ability to accommodate special/ and culturally specific diets.
6. What are your expectations for clients participating in programming? What are the number and types of groups offered daily? How often do clients receive individual counseling? Include your philosophy on allowing clients to spend time away from the facility working, spending time with family, community time, etc.

## Attachment C: Evaluation Criteria – Assertive Community Treatment (ACT)

Please provide responses to the items below in a separate document for ACT services ONLY. If submitting a proposal for IRTS and/or CSP, do not answer these questions in your submission.

1. What is your capacity for taking on new cases? Are there any limitations to the cases you will take on?
2. Describe your agency's plan for retaining staff and growing your team? Include how your agency proactively adapts to ongoing staff needs.
3. Provide a breakdown of how much time staff spends on the different services stated in the purpose and scope of this RFP and on the DHS website at this link: [Mental Health Services - Assertive Community Treatment \(ACT\)](#).
4. Describe your referral process and your turnaround time for accepting new clients.
5. How do you determine when a client is ready to move to a lower level of care? Describe your discharge criteria and planning process. Include how often you review and revise this process.

## Attachment D: Evaluation Criteria – Community Support Programs (CSP)

Please provide responses to the items below in a separate document for CSP services ONLY. If submitting a proposal for IRTS and/or ACT, do not answer these questions in your submission.

1. Do you offer transportation for clients to get to your facility? If so, what transportation services are provided, and how are they funded?
2. How do you recruit and include new members? How do you promote a milieu of inclusion?
3. What are your expectations for clients participating in programming? What are the number and types of groups offered daily? How often do clients receive individual counseling?
4. How do you seek and apply member feedback to your programming?
5. What is your agency doing to get clients out into the community? Describe outings, how often they happen, their structure, etc.
6. Do you have staff dedicated to working at the CSP? Do CSP staff work in other services as well? How do you train and maintain CSP-specific staff? Do you utilize Peer Recovery Specialists?

## Attachment E: Service Grid – Intensive Residential Treatment Services (IRTS)

### Intensive Residential Treatment Services (IRTS)

ALL INTENSIVE RESIDENTIAL TREATMENT FACILITIES SHALL COMPLY WITH THE REQUIREMENTS OF THE “VARIANCE TO MINNESOTA RULES PARTS 9520.0500 TO 9520.0690 (RULE 36) FOR INTENSIVE RESIDENTIAL TREATMENT SERVICES (IRTS)” EFFECTIVE JULY 1, 2010, AND PUBLISHED BY THE MINNESOTA DEPARTMENT OF HUMAN SERVICES.

#### Lead Agency

- [The Minnesota Department of Health & Human Services has assumed lead agency responsibilities and oversight of IRTS services as of January 1, 2026. Dakota County’s oversight is limited to those services provided, with prior approval, through AMHI funding.](#)

#### Target Group

- Dakota County residents have first priority. Out-of-county participants can be accepted in accordance with the provisions stated below under “Admission Criteria.”
- Adults aged 18 and over who have a mental illness and/or mental illness/chemical dependency diagnosis, who need a more restrictive setting and who are at risk of significant functional deterioration if these services are not received.

#### Goal/Purpose

- Participants will develop and enhance their psychiatric stability, personal and emotional adjustment, self-sufficiency, and skills to live in a more independent setting.
- The program will work towards restoring the participant’s functioning using a rehabilitative focus.

#### Admission Criteria

- The individual has the need for mental health services that cannot be met with other available community-based services, or is likely to experience a mental health crisis, or require a more restrictive setting if intensive rehabilitative mental health services are not provided. This need shall be stated in the written opinion of a licensed mental health professional, and in consultation with the mental health case manager or county supervisor/contact person, and family members/significant others (with the permission of the participant). The Contractor can provide the written opinion subsequent to admission.
- The services have been determined to be medically necessary.
- The individual assumes financial responsibility for cost of care that, per state program rules and written procedures of Contractor, has been determined to be the individual’s responsibility.
- The individual must meet all the following criteria:
  - Has a mental illness as defined in the comprehensive mental health act;
  - Has 3 or more functional limitations, as measured by the Functional Assessment Scale, rated at 4 or higher or 5 limitations at 3 or higher. Item #1 (mental health symptoms) on the scale must be one of the limitations; Item #10 (dental care) is to be excluded;
  - Meets Level 5 of the medically monitored residential services criteria on the Level of Care Utilization System (LOCUS).
  - Can reasonably be expected to commence or resume illness management and recovery skills/strategies at least at a minimal stage at the IRTS level of service;
  - Needs a 24-hour supervised, monitored and focused treatment approach to accomplish improvement in functioning and avoid relapse requiring a higher level of treatment;
  - The individual’s mental health status is not responsive to an adequate trial of, or is clearly inappropriate for, active treatment at a less intensive level of care;
  - Needs a restrictive setting and is at risk of significant functional deterioration if IRTS services are not

- received; and
  - Has one or more of the following:
    - History of recurring or prolonged inpatient hospitalizations in the past year;
    - Significant independent living instability;
    - Increased abuse of alcohol and/or drug use; or
    - Has frequent use of mental health and related services yielding poor outcomes in outpatient/community support treatment.
- A newly diagnosed individual or a youth transitioning to the adult service system may be considered if they are “at significant risk” of experiencing the above characteristics.
- Admission may be granted for an individual whose treatment is court-ordered, or the individual is a potential danger to self and/others if the program offers adequate structure, the participant has sufficient support systems in place in the community, and the safety of others is considered.
- When there is a vacancy in the IRTS and there is a request for an out-of-county placement, the Contractor will notify the Dakota County Adult Services Deputy Director or designee, giving the participant’s county of residence and the anticipated length of stay. The Adult Services Deputy Director or designee will determine if there are any Dakota County residents waiting for placement and if not, the Contractor may accept the out-of-county resident. The Contractor will be notified within one business of their request. While waiting for the County’s notification, the Contractor can proceed with accepting paperwork for an out-of-county referral with the understanding that the County’s authorization to take an out-of-county referral has not yet been given. In the event there are multiple beds available, the Contractor can proceed with accepting an out-of-county referral but must notify the Adult Services Deputy Director or designee within one working day of admission. The Contractor must also notify the County when a final discharge date has been set.
- Contractor must not deny services based solely on any of the following:
  - The participant’s substance use;
  - The county in which the participant lives; or
  - Whether the participant elects to receive other services for which they may be eligible, including but not limited to case management services.
- Individuals who meet any of the following criteria will NOT be considered for admission to an IRTS:
  - Are not ambulatory;
  - Are unable to take appropriate action for self-preservation under emergency conditions (i.e. fire or severe weather conditions).
  - Are actively violent and/or threatening violence or are displaying poor impulse control directly related to the threatening violence;
  - Are actively threatening suicide or homicide or cannot agree to a plan for safety;
  - Have a recent history of arson and lack insight into this behavior or are assessed to be a risk for committing arson; or
  - Have a history of sexually victimizing others and lack behavioral control over impulses;
  - Are unable to manage their medical condition within the scope of services provided directly or that can be brought into the facility; or
  - Need 24-hour nursing services.
- The Adult Services Deputy or designee may request a bed to be held for a new referral or an existing participant who is hospitalized or in another treatment setting. The Adult Services Deputy Director or designee and Contractor will discuss the request and agree upon the duration of such bed hold. After that discussion, if a bed is to be held for 24 hours no payment by the County will be required. The County agrees to pay the per diem rate to the Contractor for all bed holds over 24 hours.
- On every referral, the Contractor shall complete a referral form (provided by the County) and provide feedback on the outcome of the referral.

## Referral Process

- Contractor must:
  - Be able to receive information from any source at the IRTS location all days of the year and at any time;
  - Respond to the referral source within the time frame required by the Department of Human Services, that the referral has been received, and within that same time frame, inform the referral source of what information is required to decide concerning admission;

- Consider the program's staffing patterns and competencies of staff when deciding concerning whether the program can meet the needs of a person seeking admission; and
- Decide concerning the admission within one business day of having received all the information the Contractor requires of the referral source.
- All requests for IRTS placements will be made by completing the IRTS request form (DAK 616), faxing the form to the Social Services case aide (fax number 651-554-6043) who will immediately take the request to the Dakota County Adult Services Deputy Director or designee who will be responsible for approving or not approving the referral.
- Within the same business day of the County's determination to approve admission, the County will contact the Contractor to discuss the appropriateness of the referral based on individual and community safety. Information to be submitted to the Contractor, if available, includes the following and shall be stated on the IRTS Placement Request, if possible:
  - Legal status of the participant and if the participant currently has a Probation Officer;
  - History of abuse, identifying whether the participant was the perpetrator or the victim;
  - Reason the participant needs an IRTS placement;
  - Past barriers to placement and a history of placements;
  - Past barriers to treatment;
  - Discharge packet from the hospital or RTC, including the history and physical (if the participant is being placed in an IRTS directly from a hospital or RTC).
  - Copy of the most recent diagnostic assessment; and
  - Status of an MA application, including the MA worker's name and phone number.
- If Contractor needs additional information, the Contractor is to notify the participant's case manager within 1 business day who will then immediately get the information. Contractor has one business day upon receipt of sufficient and appropriate information to determine their intent to take the participant. The Contractor will make the final determination as to whether the participant will be admitted.
- The County requires an interview with the participant prior to rejecting the referral.
- Contractor will consult with the Adult Services Deputy Director regarding specific concerns that may preclude the individual from being admitted to the IRTS.
- If the admission is agreed upon by both Contractor and the County, the Contractor may admit the participant the same day the documentation is received unless the Contractor and the County have agreed upon an alternate time frame for the participant's admission.
- The Case Manager shall bring the participant to the IRTS to assist in orienting the participant to the Intensive Residential Treatment facility along with the Contractor.

### Assessment and Treatment Planning Steps

- Contractor agrees to meet the standards described in the Variance to Minnesota Rules, parts 9520.0500 to 9520.0690 (Rule 36) for Intensive Residential Treatment Services (IRTS).
- Upon the participant's admission, the Contractor must evaluate the participant's immediate needs, including needs related to their:
  - Health and safety, including the need for crisis assistance;
  - Responsibilities concerning children, family, employers; and
  - Housing and legal issues.
- Initial Treatment Plan. An initial treatment plan must be completed within twenty-four (24) hours of the participant's admission and must be completed by a mental health professional or a mental health practitioner under clinical supervision. The initial treatment plan may be expanded to meet the requirements of the Individual Treatment Plan (ITP) and must meet all the following:
  - Be based on the participant's intake information and assessment of immediate needs, including consideration of crisis assistance strategies that have proven effective in the past;
  - Include initial treatment objectives and interventions for the services to be provided and identify medically necessary rehabilitation services to be provided; and
  - Be dated, signed and approved as follows:
    - If the initial treatment plan is completed by a mental health professional and signed, the signature of the mental health professional indicates approval by that individual.
    - If the initial treatment plan is completed by a mental health practitioner under clinical supervision, it

must be signed by a mental health practitioner who completed it and it must be approved, within 24 hours of the participant's admission, by a mental health professional. If the approval is provided verbally, it must be documented. The mental health professional must sign the initial treatment plan within 72 hours of the participant's admission.

Contractor (a mental health professional or mental health practitioner with clinical supervision) must complete the Functional Assessment within 10 calendar days of admission. The assessment must be updated at least every thirty (30) days and within five calendar days prior to discharge. The update must include any changes in the participant's functioning and symptoms. The functional assessment must be based on information provided by the participant, referral source or sources, and observations from staff and must include all the following:

- The participant's functional impairment or impairments related to the symptoms of the mental illness that are identified in the diagnostic assessment;
  - The participant's personal experience regarding their symptoms of mental illness and how they interfere with their goals;
  - The participant's strengths and resources;
  - The date the assessment was completed or updated;
  - The signatures and the date of signatures of the mental health professional, or the mental health practitioner and clinical supervisor, if a mental health practitioner conducted the assessment or updated the assessment; and
  - The items listed in section 245.462, subdivision 11a, which include all the following:
    - Mental health symptoms and needs as presented in the adult's diagnostic assessment;
    - Use of drugs and alcohol;
    - Vocational and educational functioning;
    - Social functioning, including the use of leisure time;
    - Interpersonal functioning, including relationships with the participant's family;
    - Self-care and independent living capacity;
    - Medical and dental health;
    - Financial assistance needs;
    - Housing and transportation needs;
    - An identification of the participant's strengths and resources; and
    - Other needs and problems.
- Diagnostic Assessment. Within five (5) days of the participant's admission, a diagnostic assessment must be completed or updated by a mental health professional who meets the requirements in section 245.462, subdivision 18, paragraph (1) through (6).
    - The diagnostic assessment must include the date it was completed and must be signed by the mental health professional who completed it; the mental health professional must include their title.
    - A diagnostic assessment update may be used if a diagnostic assessment was completed within 180 days of the participant's admission and was completed by:
      - A mental health professional who meets the requirements in section 245.462, subdivision 18, paragraphs (1) through (6); or
      - An individual who meets the qualifications to complete a diagnostic assessment in accordance with Minnesota Rules, part 9505.0323, subpart 24.
    - If the participant's mental health status has changed markedly since their most recent diagnostic assessment, a new diagnostic assessment is required.
    - The diagnostic assessment is a written evaluation, conducted by a mental health professional of an individual's:
      - Current life situation and sources of stress, including reasons for referral;
      - History of the person's current mental health problem, including important developmental incidents, strengths, and vulnerabilities;
      - Current functioning and symptoms;
      - Diagnosis including whether or not the person has a serious and persistent mental illness or severe emotional disturbance, and
      - Needed mental health services.

- The mental health professional conducting the diagnostic assessment must do all the following:
  - Address the components listed above;
  - Conduct a face-to-face interview with the individual;
  - Conduct a mental health status examination describing the individual's appearance, general behavior, motor activity, speech, alertness, mood, cognitive functioning and attitude toward their symptoms;
  - Review pertinent records;
  - Consider the participant's need for referral for psychological testing, psychiatric consultation, a neurological examination, a physical examination, a determination of the effectiveness of prescribed drugs, and a chemical dependency assessment; and
- Refer the individual to a psychiatrist for a psychiatric consultation or medication evaluation if the individual has not had a psychiatric consultation or medication evaluation within 180 days of the current diagnostic assessment and one or both of the following criteria apply:
  - The individual is diagnosed with a mental illness; and/or
  - The mental health professional conducting the diagnostic assessment must specify, in the participant's record, the consideration of biological factors which may be contributing to the individual's mental illness or emotional disturbance and the individual's referral or the reason why the referral was not made.
- Level of Care Utilization System (LOCUS). A LOCUS must be completed by a mental health professional or a mental health practitioner with clinical supervision within ten (10) days of the participant's admission.
  - If the participant is assessed as a level 5, this supports the participant's need for IRTS. If the participant is assessed to have needs that are not at this level, the clinical supervisor must evaluate and document how the participant's admission to and continued services in an IRTS are medically necessary.
  - The LOCUS must be completed at least every thirty (30) days and within five (5) calendar days prior to discharge.
  - The LOCUS assessment must include the date the assessment was completed and the signatures and title of the mental health professional who completed it. If the LOCUS assessment was completed by a mental health practitioner, it must be signed and dated by the mental health practitioner who completed it, and it must be co-signed and dated by the clinical supervisor.
- Substance Abuse Screening and Assessment. Within ten (10) days of admission, all participants must be screened for the possibility of a co-occurring substance use disorder, unless they have a current substance use diagnosis.
  - For participants who have a current diagnosis of a substance use disorder or their screening indicates the possibility of a substance use disorder; the Contractor must conduct an assessment of the participant's chemical use. The assessment must:
    - Evaluate the participant's history of chemical use relapse and re-hospitalization;
    - Assess the effects of the participant's chemical use related to all the following:
      - Family and interpersonal conflict;
      - Financial concerns or problems;
      - Health concerns or problems;
      - Housing instability or homelessness;
      - Problems attaining and maintaining employment;
      - Legal problems, past and pending incarceration, violence, victimization;
      - Suicide attempts; and
      - Non-compliance with medication and psychosocial treatment.
- Interpretive Summary. Within ten (10) days of admission, a mental health professional or a mental health practitioner with clinical supervision must synthesize information from the participant about their preferences and goals, from the participant's current assessments, and other available information in a written interpretive summary.
  - The Summary shall provide direction in the development of the Individual Treatment Plan (ITP).
  - Within the ten (10) day period referenced above, the interpretive summary must be approved and signed by the clinical supervisor.
  - The Interpretive Summary must include all the following:
    - The participant's recovery goal or goals;
    - The participant's diagnosis, including current symptoms and how they relate to the participant's

- functional impairments;
  - The supports and services needed by the participant to promote success after discharge;
  - Treatment plan priorities; and
  - Recommended treatment interventions based on the participant's strengths, resources, and needs.
- Individual Treatment Plan. Within 10 days of admission, the Contractor, with the involvement of the participant's family and case manager as permitted by the participant, shall refine and further develop the initial treatment plan based on the interpretive summary, Functional Assessment, LOCUS, and the diagnostic assessment. The ITP must include A through F:
  - Be completed by a mental health professional or a mental health practitioner under clinical supervision.
  - Be reviewed and updated every thirty (30) days.
  - The ITP goals must be measurable and time specific.
  - Include the participant in the development of the Plan.
  - Be focused on the participant's successful transition from the IRTS.
  - Include:
    - The recovery goal or goals identified by the participant;
    - A minimum of one discharge goal that identifies what the participant needs in order to successfully transition to a less restrictive environment;
    - Objectives that support the discharge goal and can be accomplished within thirty (30) days or the initial approved length of stay based on the participant's strengths and resources;
    - Interventions that will be provided by staff to address each objective, including interventions for treatment of a co-occurring substance abuse disorder treatment, when needed;
    - Interventions related to engaging participants in treatment if they have a history of non-compliance with treatment and are court ordered to receive treatment, when needed;
    - Identification of the staff who are responsible to deliver the interventions and frequency of the interventions;
    - Identification of referrals and resources needed to ensure the participant's health and safety needs are met and the staff who are responsible to ensure that appropriate follow-up occurs. If a participant does not receive a needed service, the Contractor must document the reason and determine whether additional follow-up is required;
    - The date it was completed and updated;
    - The participant's signature to acknowledge participation in development or revisions of their ITP. If the participant refuses to participate in the development of their ITP or subsequent revisions, the refusal must be documented in the participant's individual file. In this circumstance, the interventions that were used to engage the participant in the development or revision of their ITP must also be documented in the participant's individual file;
    - The participant's signature to acknowledge receipt of their initial ITP and all subsequent ITP's. If the participant refuses to sign to acknowledge receipt of the ITP, the refusal must be documented in the participant's individual file; and
    - The signature and title of the mental health practitioner completing or updating the ITP, the signatures of the treatment director and the clinical supervisor reviewing the ITP, any changes to the ITP, and the date of their review.

Treatment Plan and Individual Abuse Prevention Plan Reviews. The ITP and individual abuse prevention plan must be reviewed during the team meeting in accordance with section, R36V.10, subdivision 4 and must be documented in the participant's individual files.

### Treatment Services

- Services are to be directed toward a targeted discharge date with specific participant outcomes, must be consistent with evidence-based practices, and must focus on a transition plan to be in place for when the participant is discharged.
- Contractor must offer all the following services based on the participant's needs and as indicated in the participant's ITP:
  - **Independent living skills** training that emphasizes the development of the skills required to increase the participant's independence related to all the following:

- Medication administration and self-administration of medication, including the capacity within the program for participants to possess and store their own medications in a manner which is secure;
- Household management;
- Cooking and nutrition;
- Budgeting and shopping, including the capacity within the program for participants to possess and store their own money in a manner which is secure;
- Use of transportation;
- Healthy living;
- Employment-related skills; and
- Social and interpersonal skills development, including interventions identified in Illness Management and Recovery (IMR), Integrated Dual Diagnosis Treatment (IDDT), and other best practices.
- **Family involvement support services** that assist participants to build relationships to improve recovery outcomes. Contractor must offer educational and social opportunities for family members to learn about psychiatric disorders and support family relationships including interventions to assist the participant to identify natural supports.
- **Crisis prevention planning** that is designed to assist participants in identifying and addressing patterns in their history and experience of their illness, and in developing crisis prevention strategies, that includes the use of staff, peer support, and community resources, as needed. De-escalation strategies proven to be effective in the past must be considered in developing the crisis prevention strategy. Staff shall assist participants in accessing crisis intervention services in the community, as needed.
- **Medically necessary rehabilitation services.** Each day that the participant is present in the program, Contractor must provide medically necessary rehabilitation services using treatment interventions that are specified in the participant's ITP.
- **Nursing Monitoring and Supervision.** Contractor is responsible to provide nursing services that must be provided by a registered nurse who is responsible to ensure that the health needs of participants will be met. The registered nurse must perform responsibilities in accordance with R36V.04, Subd 4 and must develop a plan that includes all the following:
  - Provides for a health screening of each participant within seventy-two (72) hours of admission;
  - Provides a system for on-going monitoring and addressing the health needs of participants;
  - Addresses any special needs of the participant population served by the program; and
  - Addresses the needs of participants with co-occurring substance use disorders.
- **Illness Management and Recovery (IMR).** Contractor must integrate IMR practices in the design of their programs and delivery of services; this must include both of the following:
  - Use of the educational handouts and group manual developed and provided by the Department of Human Services; and
  - Use of individual and group interventions based on the participant's ITP.
- **Integrated Dual Diagnosis Treatment (IDDT).** Contractor must address the needs of participants who have co-occurring substance use disorders using IDDT and must ensure that all the following are met:
  - Staffing levels are appropriate for treating participants who are assessed as having a co-occurring substance use disorder;
  - Staff are trained to provide services to participants who have co-occurring substance use disorder;
  - Interventions are based on the participants' ITPs; and
  - If interventions are provided in a group setting, it must be determined and documented in the participant's individual file that the group setting is appropriate to meet the participant's needs.
- **Peer support services.** Contractor will implement certified peer specialist support services in accordance with DHS requirements and directives.
- **Behavioral emergency procedures.** Contractor will have written procedures, developed in accordance with the provisions of R36V.04, Subd. 8, that staff is to follow when a participant exhibits behavior that is threatening to the safety of the participant or others.
- Contractor shall participate in the delivery of evidence-based practices that are planned for within Dakota County's mental health delivery system and that have been identified by The Substance Abuse and Mental Health Services Administration (SAMHSA) and its Center for Mental Health Services (CMHS).

Refer to Attachment D, "Service Description/Evidenced Based Practices, DHS Specific Requirements."

### Continued Stay Reviews

- Each case will be reviewed by the County based on the duration of the original length of stay authorization.
- For each review, Contractor will be required to submit to the County, in accordance with established procedures, written clinical rationale for the participant's continued stay in the IRTS. This information must be received by the County prior to the end of the current authorization period. The County will respond within one (1) working day.
- For a non-County participant, the only information to be submitted to Dakota County will be the intake and discharge dates that the non-county participant will be in the facility.

### County Review process

- The County will review the placement on a schedule based on the current County period of authorization. The review will include a review of the following:
  - LOCUS score determined and functional assessment completed within the past 5 days;
  - Progress on specific goal acquisition;
  - Rationale for continued stay; and
  - Any unmet housing needs the participant may have.
- Criteria for continued stay must include all the following:
  - Progress notes indicate that progress has been made in symptom reduction, but goals identified on the treatment plan as essential to accomplish before leaving the 24-hour supervised setting have not yet been fully achieved;
  - It is reasonable to expect successful achievement of the goals within the requested time frame;
  - There have been documented attempts at coordination of care and attempts to transition to other services;
  - The treatment plan contains specific goals and documented measurable progress towards goals;
  - The treatment plan has been reevaluated and adjusted to be responsive to participant's needs and behavior; and
  - Participant continues to assume financial responsibility for cost of care that is the participant's per state program rules and written procedures of the Contractor.
- The County will provide the date of the review to the Contractor.
- The Contractor is to complete the review forms, in consultation with the case manager, and fax the completed forms to the Dakota County Adult Services case aid (fax number 651-554-6043).

### Transition and Discharge Planning

- If the Contractor proposes to discharge prior to completion of all services from the Contractor, Contractor staff must consult and if requested, must meet with the participant's case manager prior to notifying the participant. County approval to discharge under these circumstances is required.
- A written notice goes to the participant in accordance with the provisions of Paragraph 3.3, C) of this Contract.
- The Contractor will construct an appropriate transition and discharge plan to include information relevant to the participant's transition to the community or other living arrangement and will include a crisis plan and relapse plan developed in coordination with the case manager, the County, and participant. Contractor is to staff the case with the County and the participant's case manager in order to receive County and case manager agreement of the transition and follow-up plans. Discharge planning shall include a discussion involving the Contractor, the case manager, and the participant regarding the participant's unmet housing needs, if any. The participant's case manager will be responsible to forward documentation of the participant's unmet housing needs to the Dakota County Housing Committee and will document the referral.
- When possible, the Contractor shall coordinate discharge planning with the participant, the participant's case manager if one is assigned, and the participant's family as requested by the participant.
- When a participant's needs cannot be met by the Contractor or the participant has needs for services after discharge, the Contractor must make arrangements to transfer the participant to services that are appropriate to the participant's needs and that are expected to meet those needs.

## Discharge Criteria

- The participant meets at least one of the following criteria:
  - A minimum of 70% of treatment plan goals and objectives have been met;
  - Participant's composite LOCUS score is in the 17 to 19 range or less;
  - Participant no longer meets admission criteria;
  - Less restrictive community-based alternative exists and is appropriate as evidenced by decreased impairment of thought, mood, behavior, or perception;
  - There are adequate supports and services in place that permit participant's symptoms and needs to be addressed in a lesser level of service and residential treatment services are no longer essential;
  - Participant is voluntarily involved in their treatment and no longer agrees to participate in residential treatment services; or
  - Participant exhibits severe exacerbation of symptoms, decreased functioning or disruptive or dangerous behaviors requiring a more intensive level of service;
  - Medical or physical health needs exceed what can be brought into the residential treatment setting;
- Participants who are financially responsible and refuse to pay for intensive residential treatment services may be discharged as determined by written policies and procedures of Contractor agency.
- When participants meet their program goals, are otherwise found to no longer be eligible for services, or the participant's needs cannot be met by the Contractor, the Contractor must make arrangements for the participant's discharge. The Contractor must complete a discharge summary as stated under "Discharge Summary" below.

## Discharge Summary

- A discharge summary shall be written for each participant within five (5) calendar days prior to the participant's planned discharge or within ten (10) of the participants leaving the program if the discharge was not planned.
  - The discharge summary must be completed by a mental health practitioner and shall be provided, when releases have been signed, to the individuals and providers who will subsequently be providing services or supports to the participant.
  - All discharge summaries must include all the following:
    - A brief review of the participant's problems, strengths, and needs while in the program;
    - Participant's response to their ITP;
    - Participant's response to the overall program;
    - Goals and objectives that the program recommends to be addressed during the first three months following the participant's discharge;
    - Recommended actions or supports to assist the participant with successful transition, including target dates for completion and identifying the people or agencies who are responsible to work with the participant after discharge;
    - Recommended follow-up services in response to recovery of co-occurring substance use disorders or needed medical services;
    - The participant's forwarding address and telephone number;
    - Copies of the participant's most recent functional assessment and LOCUS assessment;
    - Date the discharge summary was completed; and
    - Signature of the mental health practitioner who completed it.

## Outcome Measures

- 90% of participants receiving IRTS will take 95% of prescribed medication doses.
- 100% of all discharged participants who have been at the IRTS Program 30 days or more will meet 70% of the objectives set out in their individual treatment plan.
- 100% of participants who complete the IRTS program with staff approval will be discharged to the community with community services arranged upon discharge.
- 90% of all participants discharged who received 30 or more days of services will have a lower composite rating on the LOCUS from admission to discharge.
- Refer to Attachment TBD "Outcomes Objectives and Measures".

\*Note: These outcome measures may be modified, changed, or leave upon agreement by vendor and County.

### Service Duration / Intensity

The length of stay for a County funded participant is to be approved by Dakota County's Adult Services Deputy Director or designee and is based on clinical rationale.

### Inter-Agency Case Coordination

The Contractor must coordinate services with other agencies involved in providing mental health or related services to the participant.

### Staffing

- Staffing and staff qualifications must be in accordance with the "Variance to Minnesota Rules, parts 9520.0500 to 9520.0690 (Rule 36) for Intensive Residential Treatment Services (IRTS)."
- Contractor will notify the County of any staffing changes during the quarter.

### Reporting

Contractor will complete and submit all reports in accordance with Paragraph 3.4, D) 1, Exhibit 4, "Reports" and "Attachment TBD" of this Contract.

### MA Application Process

- Dakota County will initiate the participant's application for MA.
- Contractor shall support and assist, either through contact with the Primary Employment and Economic Assistance (E &EA) worker or with the case manager, the participant in securing and maintaining MA eligibility and shall monitor the eligibility decision.
- Contractor must notify Dakota County within 3 business days if the participant's MA eligibility is challenged or denied. Contractor will send the County a copy of the eligibility status notification received from MA. The process for MA and Group Residential Housing (GRH) eligibility is:
  - Dakota County shall work together to complete a Combined Application Form (CAF) for participants who are currently not enrolled in MA or GRH. Contractor will notify Dakota County if a participant needs assistance in applying, securing, and/or maintaining MA and GRH. Dakota County may go to the IRTS to assist the participant in completing the application if it is determined necessary that the participant needs assistance in the application process.
  - The participant's case manager or Dakota County will have responsibility to complete the Combined Application Form (CAF) for GRH funding and will ensure that the form is signed as required.
- Contractor will monitor the participant's MA eligibility at the beginning of each month. If the participant's eligibility has been enclosed, Contractor will notify the participant's case manager and the County Adult Services Case Aide Supervisor.
- If Contractor fails to meet the above provisions, Contractor will be at risk financially for payment of the IRTS services.
- If MA is pending, the County is responsible to track the status of the pending review within 30 days. The County will
  - Authorize County payment for services for no more than 30 days at a time. MA pending status will be documented on the IRTS referral form.

### Payment Limitations

Payment limitations are in accordance with Exhibit 5, "Budget/Payment Rates and Policies."

### Unreported Income

Contractor will report any unearned participant income to the Adult Services Deputy Director or designee if Contractor is aware of the income and aware that the income has not been reported.

## Program Policy and Procedures

The Contractor shall comply with all requirements as stated in the Variance to Minnesota Rules, parts 9520.0500 to 9520.0690 (Rule 36) for Intensive Residential Treatment Services (IRTS).

## Other Documentation

On an annual basis, the Contractor shall submit to the County Contract Manager their Annual Quality Assurance Plan.

## Agency Contractor Requirements

### *Contractor Responsibilities*

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

### *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.

**FISCAL AND PROGRAM REPORT REQUIREMENTS**

- Contractor will submit a quarterly program (IRTS) and statistical report to [INSERT EMAIL] within 15 days of the end of the reporting quarter, and a quarterly program Crisis Bed Stabilization Services (CS) report to [INSERT EMAIL] within 15 days of the end of the reporting quarter.
- Contractor will submit all reports required in Exhibit 4, “Reports”, in accordance with the provisions of Paragraph 4.5, “Reports/Evaluations”, of this Contract.
- Quarterly data as outlined in Attachment TBD.

## BUDGET/PAYMENT RATES AND POLICIES

### Intensive Residential Treatment Services

Program (MA and Non-MA):	At DHS Approved Rate
Room and Board	At DHS Approved Rate

### Crisis Bed Stabilization Services

Program (MA and Non-MA)	At DHS Approved Rate
Room and Board	At DHS Approved Rate

**Payment for Program:** Medical Assistance, health plans, and private insurance must be the payers of first resort for program costs. **It is the responsibility to collect payment for MA spend-downs from participants receiving IRTS services.**

Dakota County Employment and Economic Assistance (E & EA) will determine if the participant is financially responsible for any of the room and board and program costs (IRTS only). If so, the Contractor has responsibility to bill participants directly for their share of the costs. Participants receiving crisis bed stabilization services are to receive the services at no cost to the participant.

**Contractor shall reimburse the County for any payment of County funds made for participants who are retroactively eligible for Medical Assistance or were eligible for a Prepaid Medical Assistance Program for a date of service paid by the County.**

The Contractor agrees to submit expenditure, utilization, and revenue information to the Department as required by the Department.

### Payment for Room and Board (IRTS Only)

Contractor is licensed for Group Residential Housing (GRH) as “Board and Lodging” with the Minnesota Department of Health.

The daily room and board rate for the facility is based upon the Group Residential Housing rate set by the Department and may be adjusted each year on July 1.

Payment Sources for Room and Board (IRTS):

1. Client funds as calculated by E & EA.
2. County funding for room and board for participants who are not eligible for Group Residential Housing (GRH) and who have been determined not to have private funds available, or for participants for whom GRH is the funding source for their community living situation and GRH is needed to continue that living situation;
3. GRH for room and board for participants who have been determined eligible for GRH; or
4. Health plans/private insurance.

As a further condition of this Contract, Contractor must inform each GRH participant upon leaving the GRH residential setting that the participant is eligible for Food Support and that the participant is to contact the County to continue to receive Food Support.

### Payment for Out-of-County Participants

In the event an out-of-county participant is placed in an intensive residential treatment bed, or a crisis bed and the participant is MA eligible or has other third party insurance, the Contractor will bill MA or the other third party insurance, as applicable, for the days of care.

In the event an out-of-county participant is NOT MA eligible and has no other third-party insurance, the Contractor shall bill the County of financial responsibility for the days of care provided.

### **Leave and Payment Policy**

#### ***Hospitalizations:***

Neither the County nor MA will make payment for an IRTS or Crisis Bed placement for the same time period that a participant is hospitalized.

#### ***Furloughs:***

Payment for an overnight furlough from the IRTS Program or from the Crisis Bed Stabilization Program will not be made by MA or the County.

#### ***Days of Care:***

The number of days of care (occupancy) on which the budget is based for both IRTS and Crisis Bed Stabilization Services is determined by DHS.

# Attachment F: Service Grid – Assertive Community Treatment (ACT)

## Adult Mental Health Services (ACT Standards)

### Service Description

The Contractor agrees to comply with the revised Minnesota ACT Standards revised September 2025, which can be found on the Department of Human Services (DHS) website:

[http://www.dhs.state.mn.us/main/idcplg?IdcService=GET\\_DYNAMIC\\_CONVERSION&RevisionSelectionMethod=LatestReleased&dD\\_ocName=id\\_058151](http://www.dhs.state.mn.us/main/idcplg?IdcService=GET_DYNAMIC_CONVERSION&RevisionSelectionMethod=LatestReleased&dD_ocName=id_058151)

[Sec. 256B.0622 MN Statutes](#)

[The Minnesota Department of Health & Human Services has assumed lead agency responsibilities and oversight of ACT services as of January 1, 2026. Dakota County's oversight is limited to those services provided, with prior authorization from the Dakota County Adult Services Deputy Director or designee, with AMHI funding.](#)

### Target Group

- Adults, age 18 or older who are medical assistance eligible and/or County funded as authorized by the Dakota County Adult Services Deputy Director or designee; and
- Who have a primary diagnosis of:
  - Schizophrenia;
  - Schizoaffective disorder;
  - Bipolar Disorder ;
  - Major depressive disorder with psychotic features;
  - Other psychotic disorders;
  - Individuals with other psychiatric illnesses may qualify for ACT if they have a SMI and meet the criteria outlined in the Minn. Statutes 245B.0622, Subd. 3 and 4, but no more than ten percent of an ACT team's clients may be eligible based on this criteria. Individuals with primary diagnosis of a substance use disorder, intellectual developmental disabilities, borderline personality disorder, antisocial personality disorder, traumatic brain injury, or an autism spectrum disorder are not eligible for ACT.
- Who have a significant impairment demonstrated by at least one of the following:
  - Significant difficulty consistently performing the range of routine tasks required for basic adult functioning in the community or persistent difficulty performing daily living tasks without significant support or assistance;
  - Significant difficulty maintaining employment at a self-sustaining level or significant difficulty consistently carrying out the head-of-household responsibilities; or
  - Significant difficulty maintaining a safe living situation; Has a need for continuous high-intensity services as evidenced by at least two of the following:
- Have a need for continuous high-intensity services as evidenced by at least two of the following:
  - Two or more psychiatric hospitalizations or residential crisis stabilization services in the previous 12 months;
  - Frequent utilization of mental health crisis services in the previous six months;
  - Thirty (30) or more consecutive days of psychiatric hospitalization in the previous 24 months;
  - Intractable, persistent, or prolonged severe psychiatric symptoms;
  - Coexisting mental health and substance use disorders lasting at least six months;
  - Recent history of involvement with the criminal justice system or demonstrated risk of future involvement;
  - Significant difficulty meeting basic survival needs;
  - Residing in substandard housing, experiencing homelessness, or facing imminent risk of homelessness;

- Significant impairment with social and interpersonal functioning
  - Coexisting mental health and physical health disorders lasting at least six months;
  - Residing in an inpatient or supervised community residence but clinically assessed to be able to live in a more independent living situation if intensive services are provided;
  - Requiring a residential placement if more intensive services are not available; or
  - Difficulty effectively using traditional office-based outpatient services;
- There are no indications that other available community-based services would be equally or more effective as evidenced by consistent and extensive efforts to treat the individual; and
  - In the written opinion of a licensed mental health professional, has the need for mental health services that cannot be met with other available community-based services, or is likely to experience a mental health crisis or require a more restrictive setting if assertive community treatment is not provided.

An individual meets the criteria for assertive community treatment under this section if they have participated within the last year or are currently participating in a first episode of psychosis program if the individual:

- Meets the eligibility requirements outlined in clauses (1), (2), (5), and (6); and
- Needs the level of intensity provided by an ACT team, in the opinion of the individual's first episode of psychosis program, in order to prevent crisis services use, hospitalization, homelessness, and involvement with the criminal justice system.

Individuals who are 16 or 17 years old and transitioning to adult mental health services may be considered for ACT if the service is determined to best meet the member's needs and the ACT provider receives approval by the commissioner.

NOTE: The above is taken from DHS guideline and statute for ACT Services and has been agreed to by Contractors and County staff.

### **Goal/Purpose**

- To provide bridge funding for ACT through AMHI and County levy dollars until ongoing funding is established.
- To assist and support the consumer towards long-term independent community living.
- To construct a case plan with the consumer to reflect the consumer's needs, priority of needs, and to establish service goals that assist and support the consumer towards long-term independent community

### **Admission Criteria**

The consumer must meet target population criteria.

### **Priorities**

- In the event the teams are full, individuals who meet one of the following will be given priority:
  - Has recently been discharged from an extended stay at a regional treatment center (RTC); or
  - Has a high utilization of acute hospitalizations (2 or more admissions per year); or
  - Has a high utilization of psychiatric emergency services (6 or more per year).

### **Medical Assistance Eligibility**

- In the event MA is pending, the County will inform the Contractor and the Contractor will monitor and assist the consumer with the completion of the MA application.
- Contractor must support and assist the consumer in securing and maintaining MA eligibility.
- Contractor must verify the consumer's eligibility for MA on a monthly basis.
- If ACT is not going to be covered under MA or other third-party payer, the Contractor must have written authorization from the County approving payment to be reviewed at least every three months.

## Referral Process

- Dakota County and/or Regions Hospital will refer consumers to Contractors using the referral form that will identify that the consumer needs ACT case management services. The consumer shall be referred with supporting documents which may include functional assessment, intake assessment, closing or transfer summary, Individual Treatment Plan (ITP), Crisis Plan, hospital records, CH Rule 25 Assessment, and other facility records providing sufficient background documentation to provide a full picture of the consumer, the consumer's clinical rehabilitative and supportive needs, the reason for the referral, and a valid diagnostic assessment required in order to bill MA.
- If referral source is agency other than Dakota County, Contractor will inform the County if the client is accepted for ACT services.
- Upon receiving the referral, the Contractor shall have 5 business days to initiate the assessment phase. During the assessment phase, the Contractor is to check in with the referral source at least weekly with a status update on the referral.
- If there is a disagreement with the County's assessed level, the Contractor shall contact the County to discuss the case.
- Contractor will send the information by fax or email using the appropriate form to identify that the case has been assigned to "name of case manager". A Workgroup Change Form (DAK-2536-ENG) shall be completed.
- When requested, by any of the three parties, Contractor schedules a transition meeting with County case manager and/or the consumer. The meeting shall be scheduled within 10 business days of the referral. The transition meeting can be accomplished through either a teleconference or a face-to-face meeting.
- Once the case is assigned and if a transition meeting is not deemed necessary, Contractor will have phone contact within 5 business days and face-to-face contact within 10 business days or will document why this could not be achieved.

## Service Planning

- ACT requires daily ACT Team review of consumers, their needs, and progress. The ACT Team leader and primary case managers shall review consumer progress and verify that service needs are being attended to by the Team.
- Consumers will engage in and be involved in designing their treatment plan.
- The Initial Functional Assessment and Individual Treatment Plan (ITP) must be completed within 10 days after the first meeting with the consumer.
- The Comprehensive Functional Assessment will be completed within 30 days after the first meeting with the consumer and at each ITP review. Identified needs will be included in the ITP. A new Comprehensive Functional Assessment must be completed every 6 months and prior to discharge.
- The ITP prioritizes the skills, supports, and resources necessary to ensure critical needs are adequately met. The ITP is to reflect the level of care evidenced by the assessment, including the Functional Assessment.
- The ITP identifies who does what, when, and where to help the consumer develop/obtain skills, supports, and resources needed to live in the community. Based on the Functional Assessment, the ITP reflects the needs and functions needing stabilization or improvement. The frequency and type of service provided to each consumer is individually determined.
- The ITP planning participants will depend on what needs have been identified and the wishes and preferences of the consumer. This information should be included in the ITP.
- The ITP shall be reviewed whenever there is a major decision point in the client's course of treatment or at least every 6 months. The review will document progress and changes since the initial plan, the last review, or when the consumer's needs have naturally changed as evidenced by behaviors and the Functional Assessment. Input from mental health providers and professionals active with the consumer will be included in the review. The review will be used to verify the appropriateness for the ACT level of services.
- The ACT team is to support, facilitate, or ensure that the consumer has access to the following:
  - Medical and dental services
  - Social services
  - Transportation and access to transportation

- Legal advocacy
- Housing
- Employment
- MH symptom education
- Integrated Dual Diagnosis Treatment

## Transition and Planning

- If the ACT Team proposes to discharge or terminate services prior to completion of all services from the Contractor, there must be current Comprehensive Functional Assessment, and ITP information.
- If the ACT Team proposes to discharge or terminate services to a consumer who has completed services, the ACT Team is to notify the consumer in writing in accordance with the provisions of Paragraph 3.3, D) of this Contract.
- When consumers are discharged, documentation of the discharge must include a discharge summary, a systematic plan to maintain continuity of treatment at appropriate levels of intensity to support the consumer's continued recovery, a crisis plan, and a Comprehensive Functional Assessment. A Workgroup Change Form (DAK-2536-ENG) shall be completed.
- In the event the consumer is no longer MA eligible, the Contractor and the County will staff the case and develop a transition plan. The County may decide to make payment for non-MA eligible consumers continuing to need ACT in accordance with Payment/Service Rates/Budget Maximums below.
- 100% of graduated consumers must have access to return to ACT Team through a County referral, if needed. These consumers will be put at the top of the waiting list if there currently is not any capacity.

## Discharge Criteria

- Clients receiving assertive community treatment are eligible to be discharged if they meet at least one of the following criteria:
  - The client and the ACT team determine that assertive community treatment services are no longer needed based on the attainment of goals as identified in the individual treatment plan and a less intensive level of care would adequately address current goals;
  - The client moves out of the ACT team's service area and the ACT team has facilitated the referral to either a new ACT team or other appropriate mental health service and has assisted the individual in the transition process;
  - The client, or the client's legal guardian when applicable, chooses to withdraw from assertive community treatment services and documented attempts by the ACT team to re-engage the client with the service have not been successful;
  - The client has a demonstrated need for a medical nursing home placement lasting more than three months, as determined by a physician;
  - The client is hospitalized, in residential treatment, or in jail for a period of greater than three months. However, the ACT team must make provisions for the client to return to the ACT team upon their discharge or release from the hospital or jail if the client still meets eligibility criteria for assertive community treatment and the team is not at full capacity;
  - The ACT team is unable to locate, contact, and engage the client for a period of greater than three months after persistent efforts by the ACT team to locate the client; or
  - The client requests a discharge, despite repeated and proactive efforts by the ACT team to engage the client in service planning. The ACT team must develop a transition plan to arrange for alternate treatment for clients in this situation who have a history of suicide attempts, assault, or forensic involvement.
- For all clients who are discharged from assertive community treatment to another service provider within the ACT team's service area there is a three-month transfer period, from the date of discharge, during which a client who does not adjust well to the new service, may voluntarily return to the ACT team. During this period, the ACT team must maintain contact with the client's new service provider.
- The case cannot be closed when there is a current civil commitment due to the mandated Case Management

Service.

## Interpreter Services

Contractor shall ensure availability of interpreter services for persons who do not speak English and for hearing-impaired person either by referring the person to an appropriate provider within the person's health care network or by billing MA for the service.

Only for clients accessing ACT services via AMHI funding, Dakota County will pay for the actual costs of providing interpreter services to **uninsured** non-English speaking and hearing-impaired consumers who access services per this Contract. Unless specifically prior authorized by the County, the Contractor must access interpreters from those agencies under contract with the County to provide interpreter services. The Contractor must receive prior written authorization of interpreter services costs from County staff prior to using those services. The Contractor is to complete an Interpreter Verification Form (DAK-2597-ENG) to verify use of the service and is to submit the form to Dakota County.

## Service Intensity/Duration

- A client receiving assertive community treatment is eligible to continue receiving services if:
  - The client has not achieved the desired outcomes of their individual treatment plan;
  - The client's level of functioning has not been restored, improved, or sustained over the time frame outlined in the individual treatment plan;
  - The client continues to be at risk for relapse based on current clinical assessment, history, or the tenuous nature of the functional gains; or
  - The client is functioning effectively with this service and discharge would otherwise be indicated but without continued services the client's functioning would decline; and
  
- One of the following must also apply:
  - The client has achieved current individual treatment plan goals but additional goals are indicated as evidenced by documented symptoms;
  - The client is making satisfactory progress toward meeting goals and there is documentation that supports that continuation of this service shall be effective in addressing the goals outlined in the individual treatment plan;
  - The client is making progress, but the specific interventions in the individual treatment plan need to be modified so that greater gains, which are consistent with the client's potential level of functioning, are possible; or
  - The client fails to make progress or demonstrates regression in meeting goals through the interventions outlined in the individual treatment plan.

## Internal Communication and Coordination

- To be in compliance with the DHS fidelity standards.
- An ACT team shall provide at least 75 percent of all services in the community in non-office-based or non-facility-based settings.
- ACT team members must know all clients receiving services, and interventions must be carried out with consistency and follow empirically supported practice.
- Each ACT team client shall be assigned an individual treatment team that is determined by a variety of factors, including team members' expertise and skills, rapport, and other factors specific to the individual's preferences. The majority of clients shall see at least three ACT team members in a given month.
- The ACT team shall have the capacity to rapidly increase service intensity to a client when the client's status requires it, regardless of geography, provide flexible service in an individualized manner, and see clients on average three times per week for at least 120 minutes per week. Services must be available at times that meet client needs.
- ACT teams shall make deliberate efforts to assertively engage clients in services. Input of family members,

natural supports, and previous and subsequent treatment providers is required in developing engagement strategies. ACT teams shall include the client, identified family, and other support persons in the admission, initial assessment, and planning process as primary stakeholders, meet with the client in the client's environment at times of the day and week that honor the client's preferences, and meet clients at home and in jails or prisons, streets, homeless shelters, or hospitals.

- ACT teams shall ensure that a process is in place for identifying individuals in need of more or less assertive engagement. Interventions are monitored to determine the success of these techniques and the need to adapt the techniques or approach accordingly.
- ACT teams shall conduct daily team meetings to systematically update clinically relevant information, briefly discuss the status of assertive community treatment clients over the past 24 hours, problem solve emerging issues, plan approaches to address and prevent crises, and plan the service contacts for the following 24-hour period or weekend. All team members scheduled to work shall attend this meeting.
- ACT teams shall maintain a clinical log that succinctly documents important clinical information and develop a daily team schedule for the day's contacts based on a central file of the clients' weekly or monthly schedules, which are derived from interventions specified within the individual treatment plan. The team leader must have a record to ensure that all assigned contacts are completed.

### **Coordination and Compliance with the County**

- Contractor must review commitment petitions, psychiatric hospitalizations, and revocations of commitments or stays with County staff (phone followed by case note evidencing the consumer's decline, and efforts to stabilize). If the County is not in agreement with the Contractor's decision to pursue commitment or revocation of a commitment, the County will provide a written statement that the County does not support the Contractor's intent within 2 business days of the County's decision.
- The deputy director or designee will review any requests more than \$2500 (whether is lump sum or commutatively) or may be asked for additional case information by the case manager or team.
- All POS requests will be submitted following the process outlined on the POS Procedures and Guidelines found on SharePoint. This is to ensure quality assurance, compliance, consistency with POS documentation and requirements.
- Contractor is required to update SSIS with the person's most current demographic information and current case manager contact or through Dakota County's Workgroup Change Form (DAK-2536-ENG).
- If the Contractor intends to extend a commitment, 30 days prior to the expiration date of the consumer's commitment, Contractor will consult with the Dakota County Pre-Petition and Diversion Supervisor of the Contractor's decision. The contractor will consult and notify the Dakota County Pre-Petition/Division Supervisor either through direct consultation or the use of the Revocation Notification Form prior to revoking a client's stayed commitment order or provisional discharge.
- Contractor is responsible for appropriate service delivery which often requires open discussion considering the real-life experiences of the people served, paying attention to the impact of the 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 the outcomes for families receiving services to assess whether their 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, to disruption the work relationship; and
    - Retaliation against a person who reports or addresses unacceptable behavior.

### **Hours of Operation – Availability**

- To be in compliance with the DHS fidelity standards.
- Contractor shall schedule ACT team staff for a minimum of ten-hour shift coverage on weekdays and six- to eight-hour shift coverage on weekends and holidays. In addition to these minimum specifications, staff are regularly

scheduled to provide the necessary services on a client-by-client basis in the evenings and on weekends and holidays.

## Case Transfers

### Transfer from Contracted Provider to Contracted Provider

- The provider will contact the Dakota County Adult Services Program Coordinator to report transferring the client to another provider. Provider will contact receiving provider to discuss transfer agreement. Adult Services Program Coordinator will assist in facilitation as appropriate.
- The closing provider will send closing summary, diagnostic assessment and Workgroup Change Form to the designated case aide, followed by sending client's paperwork to the new provider (see items listed on Transfer Checklist).
- The new provider will receive the client case assignment and complete Workgroup Change Form to the designated case aide within five (5) business days.
- The new Contracted Case Manager will attempt phone contact within five (5) business days and face-to-face contact within ten (10) business days.
- The provider will obtain a release of information prior to implementing case management services.

## Reporting

- Contractor will comply with biannual reporting with the use of the Housing and Employment template in SSIS for each person served during the specified time period.
- Reporting point-in-time and deadlines will occur in May and November of each year, unless otherwise indicated in writing by the County.
- Contractor will report client outcomes through MHIS via MNITs once at intake, every six months after intake, and at discharge.

## Staffing/Agency Certification

- Staffing must be in accordance with DHS fidelity standards and staff must be trained and supervised in accordance with MN Statutes, section 256.0622, subd. 3 and 7.
- The Contractor will have the following:
  - Have each ACT team be certified by the state following the certification process and procedures developed by the commissioner. The certification process determines whether the ACT team meets the standards for assertive community treatment under this section as well as minimum program fidelity standards as measured by a nationally recognized fidelity tool approved by the commissioner. Recertification must occur at least every three years.
  - The ACT team must meet the following standards:
    - Have capacity to recruit, hire, manage, and train required ACT team members;
    - Have adequate administrative ability to ensure availability of services;
    - Ensure adequate preservice and ongoing training for staff;
    - Ensure that staff is capable of implementing culturally specific services that are culturally responsive and appropriate as determined by the client's culture, beliefs, values, and language as identified in the individual treatment plan;
    - Ensure flexibility in service delivery to respond to the changing and intermittent care needs of a client as identified by the client and the individual treatment plan;
    - Develop and maintain client files, individual treatment plans, and contact charting;
    - Develop and maintain staff training and personnel files;
    - Submit information as required by the state;
    - Keep all necessary records required by law;
    - Comply with all applicable laws;
    - Be an enrolled Medicaid provider;
    - Establish and maintain a quality assurance plan to determine specific service outcomes and the client's satisfaction with services; and

- Develop and maintain written policies and procedures regarding service provision and administration of the provider entity.

**Staff to Consumer Ratio**

Contractor shall maintain a staff to consumer ratio of 1:9.

**Reporting and Monitoring**

MONITORING

- Contractor will comply with the requirements of Paragraph 3.4, E) of this Contract, including program and financial reporting requirements.
- Contractor will comply with the reporting requirements set by Dakota County, for those clients funded for ACT services via AMHI, and with the reporting requirements set forth by the Department of Human Services.
- Contractor will collect and maintain data as required by ACT and as required by Dakota County, for those clients funded for ACT services via AMHI, with respect to case management services.
- For those clients funded for ACT services via AMHI, Contractor is required to report to Dakota County Social Services immediately upon awareness of any changes to consumer's location. The County's expectation is that Contractor will use the SSIS system to report consumer demographic updates or will submit the updates by fax or email.
- For those clients funded for ACT services via AMHI, The Contractor agrees to furnish the County with reports or records in the form and at frequencies requested by the County for financial evaluation, payment reimbursement, and program management and evaluation purposes.
- For those clients funded for ACT services via AMHI, The County and the Contractor shall work together to develop reasonable procedures for the inspection of documentation to determine the accuracy of payment amounts pursuant to this Contract.
- Personnel of the County reserve the right to conduct periodic site visits to determine compliance with this Contract and to evaluate the quality of services purchased under this Contract. Visits may be made with or without prior notice at any time within the hours of operation of Contractor. Contractor shall be furnished, upon request, a summary of any reports prepared as a result of the visit.

REPORTING

- Contractor to complete Mental Health Information System (MHIS) as required by the Department of Human Services.
- Contractor will comply with DHS guidelines for reporting.
- The County and Contractor will work collaboratively to look at current reporting tools, outcome data and update or change as agreed upon by the County and Contractor in 2024.

**Payment/Service Rates/Budget Maximums**

SERVICE RATES

- ACT DHS Approved Rate
- The Contractor must ensure that any adult requesting or receiving ACT services is informed of their appeal rights under M.S. 245.477.

CAPACITY

The County does not guarantee any minimum number of clients for services or availability of AMHI or levy funding to make available this service to those without MA insurance.

DROP-IN CENTER

The Incorporated will receive monthly payments of \$TBD for client specific expenses for clients receiving case management services for the drop-in center.

## BILLING

- The Contractor shall bill the appropriate payer for all services.
- The Contractor shall reimburse the County for any payment of County funds made for clients who are retroactively eligible for Medical Assistance or who were eligible for a Prepaid Medical Assistance program for a date or month of service paid by the County.
- Notwithstanding Section 1.4, which defines the term of this Contract, Contractor agrees to submit all County billings for the January 1, 2027 through December 31, 2029 period no later than January 31, 2030 or provide the County with a written explanation as to the reason for the delay.

## MA SPEND-DOWN

- The Contractor is responsible to collect MA spend-downs from the clients.
- The Contractor may terminate case management services for client nonpayment of his/her MA spend-down. Termination shall be in accordance with Contractor's policy governing non-payment of the client's MA spend-down or nonpayment of other outstanding bills from the Contractor. A copy of the Contractor's policy shall be submitted to the Dakota County Adult Services Deputy Director or designee.
- Exceptions to terminating case management services for non-payment are:
  - If the client is in the commitment process and does not pay the spend-down, the County will make payment for the spend-down based on prior approval of the Adult Services Deputy Director or designee.
  - If Social Services requests that case management services remain open when the client does not make payment for the spend-down, the County will make payment based on the approval of the Dakota County Adult Services Deputy Director or designee.
  - For both a) and b) above, Contractor shall have available, if requested by the County, documentation that efforts were made in compliance with Contractor's non-payment policy to collect the client's MA spend-down.

## **Agency Contract Requirements**

- Availability of Case Management Services
  - In accordance with the requirements of the Department of Human Services, MN Rules 9520.09, each individual who is determined to be seriously and persistently mentally ill will be informed of the purpose and potential benefits of case management services: that case management services are available through Dakota County Social Services (DCSS); and that the phone number for DCSS Adult Intake is (651) 554-6000. If the individual authorizes a release of information, DCSS Intake will be informed that the person wants case management services and the person will be assisted, as needed in making an appointment.
- Training
  - Contractor is responsible for ensuring that ACT staff receives the necessary training to meet the requirements of ACT required by DHS.

## Attachment G: Service Grid – Community Support Programs (CSP)

### Adult Mental Health Services (CSP – Drop-in Services)

The Community Support Program Service Center at [Address] is the hub for an array of psychiatric rehabilitation services designed to support recovery and self-sufficiency for adults 18 and in Dakota County experiencing schizophrenia, bipolar disorder and other mental illnesses of a serious nature. Services include Assertive Community Treatment; Targeted Case Management Services, Care Coordination Employment Services, and the GCSP Drop-in Center (i.e., GCSP Member Center) services.

#### Accessing Drop-In Services

Individuals can "drop-in" during Open Hours at the Center to access services including a variety of health and wellness-related educational classes; for self-help or peer-support; for employment services, for socialization and informal activities; or, for help solving a problem related to everyday living. No individual treatment or service plan is needed for someone to get this assistance with practical, problem-solving to manage daily living. Staff use continuous assessment processes to help assure services are adjusted as needed in response to an individual's changing needs. Member Center staff coordinates with case managers and others as needed to assure an individual is getting the right kind of help at the right time. Orientation to services is held regularly. Social Rehabilitation Specialists meet with new individual to learn what goals the individual has for his/her participation.

#### Open Hours

The GCSP Member Center is open for drop-in services on Mondays, Tuesdays, Wednesdays, Thursdays and Fridays for a total of twenty hours per week. Evening hours are available one day per month. In addition, special activities and events are scheduled one Saturday per month.

#### Leadership and Staffing

An All-Members Meeting is held on a monthly basis to obtain input and discussion from participating members on Member Center activities and events. A Member Council consists of up to 5 active members selected at the beginning of each year. Any interested member is encouraged to apply, and staff conducts interviews to select who will serve. The Member Council provides leadership during member hours, welcome new members, and gives suggestions and feedback to staff. Current staffing for the Center includes two full-time Social Rehabilitation Specialists

#### Member Center Services and Activities

Members can participate in a variety of activities, some of which are at the Center; and, many of which take place in various community locations in support of social and community integration and self-sufficiency. A newsletter and calendar of activities is published every month and is mailed to all active members.

Educational groups and classes are provided in two different categories: those that focus on Wellness and Recovery; and those that address particular interests of members, thus promoting personal development and fulfillment and the development of social relationships. In Wellness and Recovery groups include Illness Management and Recovery; Integrated Dual Disorder; and Mental Health Recovery. These groups promote psychiatric stability, assist in the development of skills to manage symptoms and promote social competencies. A Peer Support group and a Women's group have been developed as an outgrowth of the Illness Management and Recovery curriculum. Other activities include a Walking Club; health promotion classes and Wellness Workshops which highlighted topics such as blood pressure, managing diabetes, weight loss tips, and sleep and hygiene. A spirituality group explores a variety of topics that tie into the Human Spirit; Mind and Body. Classes such as Yoga, Relaxation and Mindfulness, Choir, Piano Lessons, Knitting, Meditation, Creative Writing and Art; all to enhance one's sense of well-being and self-expression, are also conducted.

Social gatherings include birthday and holiday celebrations, bingo, culture club night, Thursday lunch, picnics with other drop-in centers, movie matinees and a coffee/dinner club. Guild volunteers provide members with social opportunities such as visits to lake areas, scenic river towns, picnics and other outdoor activities.

Monthly Saturday activities include trips to concerts at local colleges, participation in the National Alliance on Mental Illness (NAMI) walk, and volunteering at local shelters.

Employment-related services such as resume writing, job identification and interviewing skills are also available.

## Linkages to Community

All of the groups and classes have a component of understanding how the member is connecting to the community and how the skills learned at the Center can be used in daily life to enhance the member's life and others in the broader community. Examples include "The Food and Friendship Project", an innovative project funded by Allina in 2016, which provided an opportunity from Cooking Matters® which teaches adults about healthy meal preparation and sensible shopping on a limited budget. Each week participants observed a Chef-led cooking demonstration, after which the group breaks into teams who then prepare that same recipe. The entire group then sat down for a nutritional overview of the recipes/foods just prepared. The Dakota County Local Advisory Council meets monthly at the CSP which allows members a chance to meet with other consumers, providers, and mental health professionals to discuss a variety of topics surrounding mental health. In 2016 we partnered with NAMI Minnesota to implement a 20-week smoking cessation group. This group was for individuals who have considered quitting, tried quitting or who need support on their journey towards quitting smoking.

## Survey

On an annual basis members have an opportunity to take the Recovery Assessment Scale survey that measures the individual's score to statements in five recovery domains. These scores are then linked to expected behaviors and outcomes and demonstrate the impact of the Drop-in Center activities.

## Contractor Responsibilities

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

## Attachment H: Contract Draft

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

CONTRACT PERIOD: Contract Start Date - Contract End Date

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

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

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

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

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

**ACCORDINGLY**, the parties agree:

#### 1. GENERAL PROVISIONS.

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

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

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

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

#### 2. TERM.

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

### **3. DEFINITIONS.**

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

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

### **4. CONTRACTOR'S OBLIGATIONS.**

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

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

#### 4.5. Reports/Evaluations.

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

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

- D. Contractor shall furnish the County with information regarding any revenue received for program costs. In the event Contractor hereafter receives revenue other than from this Contract, and such revenue is used to provide any or all of the services or to pay its employees, volunteers, and permitted subcontractors (collectively, "personnel") for their time allocated to providing the services, then that revenue shall be deducted from the amount to which Contractor would otherwise be entitled under this Contract. Contractor further agrees to return any or all such excess payment to the County within sixty (60) calendar days of a request. Upon reasonable notice, Contractor shall meet with County staff to assist the County in evaluation of services.
- E. Contractor shall maintain and upon request furnish the County with program and financial information including evaluation and performance criteria and reports which are reasonably required for effective administration of services. The Contractor shall maintain a bookkeeping system which sufficiently and properly reflects all revenue received from the County and all direct and indirect costs incurred in the performance of this Contract.
- F. Upon request, the Contractor shall provide the County with verification of all Services provided.
- G. The Contractor shall provide reports required by the County as outlined in Exhibit 3, "Service Grid".
- H. Annual certified audit and the auditor's management letter within one hundred twenty (120) calendar days of the end of any of Contractor's fiscal year(s) which covers all or a portion of the Contract Term.
- I. Contractor shall comply with the audit standards as set forth in the Single Audit Act of 1984, P.L. 98-502 and the Single Audit Act Amendments of 1996, P.L. 104-156 and Office of Management Budget Circular Nos. A-102, A-110, or A-133, as applicable
- J. As requested by the County, Contractor shall cooperate with the County's efforts related to the development of outcomes measures and indicators.
- K. Contractor shall provide the County with reports as the County as outlined in Exhibit 3, "Service Grid" may, from time-to-time reasonably required.
- L. Contractor shall provide the annual certified audit and the auditor's management letter within one hundred twenty (120) calendar days of the end of any of Contractor's fiscal year(s) which covers all or a portion of the Contract Term.
  - A written program and statistical report in a form approved or provided by the County within 15 calendar days of: the end of the quarter.
  - Quarterly  Monthly line item expense and revenue reports within 30 calendar days after the end of each  quarter/  month, unless otherwise indicated in writing by the County.
  - Revenue and Expense Statement and Balance Sheet within one hundred twenty (120) calendar days of the end of any of Contractor's fiscal year(s) that covers all or a portion of the Contract term.
  - Annual certified audit and the auditor's management letter within one hundred twenty (120) calendar days of the end of any of Contractor's fiscal year(s) that covers all or a portion of the Contract term.
  - Contractor shall furnish the County with information regarding any revenue received for program costs. In the event Contractor receives revenue other than from this Contract, and such revenue is used to provide any or all of the contracted services or to pay its employees, volunteers, and permitted subcontractors (collectively, "personnel") for their time in providing said Services, then that revenue must be deducted from

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

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

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

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

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

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

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

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

4.8. Information about Personnel.

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

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

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.

4.9. Ability to Perform. Contractor shall maintain staff, facilities, and equipment necessary to perform under this Contract. Contractor shall promptly provide Notice to the County when it knows or suspects it may be unable to perform under this Contract. The County shall determine whether such inability requires amendment or termination of this Contract. No Notice of Default is required to terminate under this Section.

4.10. Changes in Policies or Personnel. The County may terminate this Contract by providing ten (10) calendar days' Notice if the Contractor makes or proposes significant changes in policies or staffing. Contractor shall notify the

County within five (5) calendar days of any change in ownership, board of directors, or executive director. The County may terminate this Contract by providing ten (10) calendar days' Notice if it decides, in its sole discretion, that the change of ownership, board of directors, or executive director, makes the continuation of this Contract not in the County's best interests.

- 4.11. Successors and Assigns. In order to continue Services under the Contract and subject to the County's prior written consent, in the event of a voluntary or involuntary dissolution, merger, sale, transfer, reorganization, acquisition or winding down of the Contractor's business, all rights, duties, liabilities, obligations, and provisions of this Contract bind, benefit, and are assumed by the successors, legal representatives, trustees, or assigns of the Contractor as permitted by the County.
- 4.12. Transportation Equipment. The Contractor:
- shall not transport clients receiving Services under this Contract.
- 4.13. Location. Contractor shall provide Services at the following location(s): Community-based locations. A written amendment to this Contract must be executed by the parties prior to any change in location, except in cases of emergency.
- 4.14. Individual Treatment Plan. If applicable to the contracted Services, the amount, frequency, and duration of Services will be provided in accordance with each client's individual treatment plan ("ITP") and the individual community support service plan and shall be designed to assure that the client(s) attain(s) the goals specified in each client's ITP. The Contractor will develop each client's ITP and coordinate service delivery with each client's case manager. Contractor's performance will be monitored and evaluated in accordance with client outcomes as specified in the ITP(s) and the individual community support plan(s), and in accordance with the Minnesota Government Data Practices Act ("MGDPA").
- 4.15. Consumer Recruitment. The Contractor shall make reasonable efforts to recruit and consider qualified consumers and family members for positions funded under this Contract.
- 4.16. Compliance. Contractor agrees to maintain client records for a minimum of ten (10) years from the end of the final contract period or completion of audit, whichever is later, unless other circumstances warrant an extension, pursuant to 42 CFR 422.504, for all clients receiving Services paid for by a Managed Care Organization/Health Maintenance Organization.

**5. PAYMENT.**

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

- \$ [REDACTED].

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

- 5.2. Payment Rates.

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

- as set out in the schedule attached as Exhibit [REDACTED], "[REDACTED]".

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

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

5.3. Reasonableness of Rates.

- A. Contractor certifies that payment for Services will be in accordance with payment rate that do not exceed amounts reasonable and necessary to assure quality of service, and, if the Services are being purchased from another public agency, the cost reasonably assignable to such Services.
- B. Contractor certifies that the Services to be provided under this Contract are not otherwise available without cost to eligible clients. Contractor shall not charge a program service fee to clients except in accordance with Section 5.4 below and this Section.

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

5.5. Billing of Third Parties.

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

5.6. Invoices.

- A. If the Contractor provides Housing Support (formerly called Group Residential Housing), the Contractor shall abide by the payment procedures and regulations promulgated by the State of Minnesota, Department of Human Services Group Residential Housing program.
- B. In all cases where Dakota County is not the county of financial responsibility, a separate invoice must be prepared. In such cases, Contractor shall forward the invoice to the county of financial responsibility for payment. The county of financial responsibility shall make payment directly to the Contractor. Dakota County assumes no financial responsibility to Contractor for Services provided for or on behalf of any entity other than Dakota County.
- C. For all other Services provided under the terms of this Contract, the Contractor shall, within fifteen (15) business days following the last day of each calendar month in which Services were provided, submit an invoice and request for payment:
  - on an invoice form acceptable to the County.

The invoice must certify expenditures and itemize (as applicable): (1) the units of service rendered listed by classification, (2) the date Services were provided, (3) a general description of the Services provided, and (4) the name and home address of each client for whom Services are included on the invoice, if the client has consented and the County has requested that information.

5.7. Time of Payment. If the County is responsible for payment, The County shall pay Contractor within thirty-five (35) calendar days after the date on which Contractor's invoice is received, unless a different payment procedure is contained in Exhibit [REDACTED], "[REDACTED]". If the invoice is incorrect, defective, or otherwise improper, the County will notify Contractor within ten (10) calendar days after the date on which the invoice is received.

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

## **6. COMPLIANCE WITH LAWS AND STANDARDS.**

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

- 6.1. General. Contractor shall abide by all Federal, State or local laws, statutes, ordinances, rules, and regulations now in effect or hereafter adopted pertaining to this Contract or to the facilities, programs, and staff for which Contractor is responsible. This includes, but is not limited to, all Standard Assurances, which are attached and incorporated as Exhibit 1. Any violation of this Section is a material breach of this Contract. No Notice of Default is required to terminate under this Section.
- 6.2. Revision of Laws. If there is a revision of law, standards, or orders which makes performance of the Contract or any portion thereof unlawful, all parties will review the Contract and renegotiate those items, if possible, that are necessary to bring the Contract into compliance with the law. Refusal to renegotiate within (seven) 7 calendar days of a request to bring the Contract into compliance shall be cause for termination of this Contract as of the date when the Contract is out of compliance.
- 6.3. Minnesota Law to Govern. The laws of Minnesota govern all matters related to this Contract, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Contract must be in those courts located within Dakota County, State of Minnesota or U.S. District Court, District of Minnesota. These provisions control regardless of the place of business, residence or incorporation of the Contract.
- 6.4. Licenses. At its own expense, Contractor shall maintain all licenses, certifications, registrations, permits, or other rights required to provide the Services under this Contract. Contractor shall provide copies of the above to the County upon request. Contractor shall provide Notice to the County of any changes in the above within five (5) calendar days of the change. The loss of any such license, certification, registration, permit, or other right by Contractor is cause for termination of this Contract as of the date of the loss. Any violation of this Section is a material breach of this Contract. No Notice of Default is required to terminate under this Section.
- 6.5. Specific. The parties specifically acknowledge and agree to meet all applicable minimum requirements and standards expressed in Minn. Stat. §§ 2561.01 to 2561.06 (Housing Support Act), Minn. Stat. §§ 245.461 to 245.486 (Comprehensive Adult Mental Health Act), Minn. Stat. §§ 245.487 to 245.4889 (Comprehensive Children's Mental Health Act) and any changes to those sections, as applicable to the Services provided pursuant to the terms of this Contract.
- 6.6. Prison Rape Elimination Act of 2003 ("PREA"). To the extent that the requirements of PREA are applicable to this Contract, the County has a zero-tolerance standard against sexual misconduct in its secured facilities. Contractor

is responsible for compliance with all requirements of PREA, and implementing regulations. Contractor shall follow all County policies concerning the same and shall provide County, upon request, with all documentation evidencing compliance. Failure to comply with this provision may result in immediate termination of the Contract for cause.

6.7. Federal Financial Participation. In the event that there is a revision to Federal regulations which might make Services provided under the terms of this Contract ineligible for federal financial participation, all parties will review the Contract and renegotiate those items necessary to bring the Contract into compliance with the new Federal regulations. Refusal to renegotiate within seven (7) calendar days of a request to bring the Contract into compliance is cause for termination of this Contract as of the date when the Contract is out of compliance for federal financial participation. Any violation of this Section is a material breach of this Contract. No Notice of Default is required to terminate under this Section.

6.8 Digital Content Accessibility Standards. Contractor warrants that the following deliverables provided to the County in digital form (“Digital Content”) as part of the Services must meet or exceed the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA at the time of delivery to the County:

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

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

**7. INDEPENDENT CONTRACTOR STATUS.**

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

**8. NOTICES.**

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

To County:

Dakota County  
Attn: Asistant County Manager  
1 Mendota Rd W, Ste 500  
West St. Paul, MN 55118-4773  
Email: [Marti.Fischbach@co.dakota.mn.us](mailto:Marti.Fischbach@co.dakota.mn.us)

To Contractor:

Vendor Name

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

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

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

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

**9. INDEMNIFICATION.**

- 9.1. General. All claims that arise or may arise against Contractor, its officers, employees, or agents as a consequence of any act or omission on the part of Contractor, its officers, employees, or agents while engaged in the performance of this Contract shall in no way be the obligation or responsibility of the County. Contractor shall indemnify, hold harmless and defend the County, its officers, employees, and agents against all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees that the County, its officers, employees, or agents may sustain, incur or be required to pay, arising out of:
- A. Any act or omission of Contractor, its officers, employees, or agents in the execution, performance, or failure to adequately perform Contractor's duties pursuant to this Contract, which causes bodily injury, death, personal injury, property loss, or damage to another; or
  - B. Bodily or personal injury, death, or property loss or damage to any applicant or client either while participating in or receiving the care and Services under this Contract, regardless of where the Services are provided, or while being transported in any vehicle owned, operated, leased, chartered, or otherwise contracted for by Contractor, its officers, employees, or agents for the purpose of providing to or obtaining Services for an applicant or client; or

- C. Any applicant or client causing injury to, or damage to, the property of another person during any time when Contractor, its officers, employees, or agents has undertaken or is furnishing the care and Services called for under this Contract; or
- D. Any claim or cause of action in equity or for damages arising out of employment by Contractor or discrimination in Contractor's employment practices.

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

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

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

**10. INSURANCE.**

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

**11. SUBCONTRACTING.**

- 11.1. Subcontracting Generally Prohibited. Contractor shall not assign or delegate any interest, right, duty, or obligation related to this Contract without the County's prior written consent. The County may void any purported assignment, delegation, or subcontract in violation of this Section.
- 11.2. Permitted Subcontracting. Contractor may subcontract with the Subcontractors only as permitted by the County in writing, subject to the following:
  - A. Contractor shall be responsible for the performance of its Subcontractors.
  - B. All Subcontractors shall comply with the provisions of this Contract.
  - C. Contractor remains responsible for performing Services under and complying with this Contract, regardless of any subcontract.

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

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

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

## **12. SUCCESSORS AND ASSIGNS.**

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

## **13. HOST COUNTY CONTRACT.**

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

## **14. FORCE MAJEURE.**

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

## **15. INABILITY TO PERFORM.**

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

## **16. CHANGES IN POLICIES OR STAFF.**

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

## **17. CONFIDENTIALITY.**

17.1. "Protected Data" has the same meaning as Not Public Data as defined in Minn. Stat. § 13.02, subd. 8a. Trade Secret Data as defined in Minn. Stat. § 13.37, subd. 1(b) shall be identified by Contractor to County and included in the definition of Protected Data.

- 17.2. For purposes of this Contract, all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract is subject to the requirements of the Minnesota Government Data Practices Act ("MGDPA"), Minn. Stat. Chapter 13 and its implementing rules, as well as any other applicable State or Federal laws on data privacy or security. Contractor must comply with, and is subject to, the provisions, remedies, and requirements of the MGDPA as if it were a governmental entity.
- 17.3. Contractor acknowledges that the County may transmit Protected Data to Contractor in connection with Contractor's performance of this Contract. Contractor shall not, at any time, directly or indirectly reveal, report, publish, duplicate, or otherwise disclose Protected Data to any third party in any way whatsoever, unless required or allowed by law. Contractor agrees to implement such procedures as are necessary to assure protection and security of Protected Data and to furnish the County with a copy of said procedures upon request.
- 17.4. Each party shall provide the other party with prompt Notice of a breach of the security of data as defined in Minn. Stat. § 13.055, subd. 1(a) or suspected breach of the security of data and shall assist in remedying such breach. Providing or accepting assistance does not constitute of waiver of any claim or cause of action for breach of contract.
- 17.5. Contractor shall cooperate with the County in responding to all requests for data. Contractor does not have a duty to provide access to public data if the public data are available from the County, except as required by the provisions of this Contract. The parties shall promptly notify each other when any third party requests Protected Data related to this Contract or the Services. Contractor shall ensure that all subcontracts contain the same or similar data practices compliance requirements. All provisions of this Section apply to any subcontract or subcontractor.
- 17.6. Identification Badges. If County staff determine that Contractor or Contractor's personnel may have access to secured areas, Contractor or Contractor's personnel must possess on their persons valid County-issued identification badges in order to have access to any secure County location, in compliance with County Policy 4022 "Identification Credentialing for Facility Access." Contractor shall immediately notify the County Liaison when it has knowledge of any felony conviction of personnel who possess County-issued identification badges, and then must immediately return such identification badges to the County and deny the affected personnel any further access pending further instruction from the County. Contractor shall promptly notify the County Liaison when an identification badge is lost or when there is a change in any work status or access requirements (for example, job termination or reassignment).
- 17.7. Systems Access. Contractor shall comply with the Dakota County Systems Access requirements, attached and incorporated as Exhibit 4.
- 17.8. This Section survives expiration or termination of this Contract.
- 18. DEFAULT.**
- 18.1. Notice of Default. Unless otherwise stated in a specific section of this Contract, no event or circumstance constitutes a default giving rise to the right to terminate for cause unless and until a Notice of Default is provided to the defaulting party, specifying the event or circumstance, series of events or circumstances, or failure constituting the default and cure period, if any.
- 18.2. Cure Period. The party providing the Notice of Default has the option, but is not required, to give the other party an opportunity to cure the specified default. If an opportunity to cure is given, it must be specifically described in the Notice of Default, including any period in which to comply.
- 19. TERMINATION.**
- 19.1. Termination Without Cause. Either party may terminate this Contract without cause by providing thirty (30) calendar days' Notice of Termination to the other party.
- 19.2. Termination for Cause or Material Breach. Either party may terminate this Contract for cause by providing seven (7) calendar days' Notice of Termination to the other party unless a different procedure or effective date is stated within the specific section of this Contract under which the default occurs. In addition to other specifically stated

provisions of this Contract or as otherwise stated in law, events or circumstances constituting default and giving rise to the right to terminate for cause, unless waived, include but are not limited to:

- A. Making material misrepresentations either in the attached exhibits or in any other material provision or condition relied upon in the making of this Contract;
- B. Failure to perform Services or provide payment within the time specified in this Contract;
- C. Failure to perform any other material provision of this Contract;
- D. Failure to diligently and timely perform Services so as to endanger performance of the provisions of this Contract;
- E. The voluntary or involuntary dissolution, merger, sale, transfer, reorganization, acquisition or winding down of the Contractor's business.

19.3. Termination by County – Lack of Funding. The County may immediately terminate this Contract for lack of funding. A lack of funding occurs when funds appropriated for this Contract as of the Effective Date from a non-County source are unavailable or are not appropriated by the County Board. The County has sole discretion to determine if there is a lack of funding. The County is not obligated to pay for any Services that are performed after providing Notice of Termination for lack of funding. The County is not subject to any penalty or damages for termination due to lack of funding. No Notice of Default is required to terminate under this Section.

19.4. Notice of Termination. The Notice of Termination must state the intent to terminate the Contract and specify the events or circumstances and relevant Contract provision warranting termination of the Contract and whether the termination is for cause.

19.5. Duties of Contractor upon Termination. Upon the County providing of the Notice of Termination, and except as otherwise stated, Contractor shall:

- A. Discontinue performance under this Contract on the date and to the extent specified in the Notice of Termination.
- B. Complete performance of any work that is not discontinued by the Notice of Termination.
- C. Cooperate with County with any transition of Services.
- D. Cancel all orders and subcontracts to the extent that they relate to the performance of this Contract.
- E. Return all County property in its possession within seven (7) calendar days after the date on which the Contractor receives the Notice of Termination to the extent that it relates to the performance of this Contract that is discontinued by the Notice of Termination.
- F. Submit an invoice for Services satisfactorily performed prior to the effective date of termination within thirty-five (35) calendar days of said date.
- G. Maintain all records relating to the performance of the Contract as may be directed by the County in the Notice of Termination or required by law or this Contract.

19.6. Duties of County upon Termination of the Contract for Cause or Without Cause. Upon delivery of the Notice of Termination, and except as otherwise provided, the County shall make final payment to Contractor in accordance with Section 5.7 of this Contract for Services satisfactorily performed.

19.7. Effect of Termination for Cause or without Cause. Termination of this Contract does not discharge any liability, responsibility, or right of any party that arises from the performance of, or failure to adequately, perform the provisions of this Contract prior to the effective date of termination. Termination shall not discharge any obligation which, by its nature, would survive after the date of termination, including by way of illustration only and not limitation,

the requirements set forth in Exhibit 1 (Standard Assurances) and the indemnity provisions of Section 9. The County shall not be liable for any Services performed after Notice of Termination, except as stated above or as authorized by the County in writing.

**20. CONTRACT RIGHTS, REMEDIES, AND WAIVER.**

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

**21. AUTHORIZED REPRESENTATIVES.**

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

**To COUNTY:**

Name: Marti Fischbach  
Title: Community Services

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

Phone Number: 651-554-5742  
Email:

**To CONTRACTOR:**

Name:  
Title: [REDACTED]

Address:  
Vendor Name  
DBA  
Street Address  
City, State Zip

Phone Number: [REDACTED]  
Email: [REDACTED]

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

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

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

**22. LIAISONS.**

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

**COUNTY:**

Liaison: Olivia Burns  
Phone number: 651-554-6967  
Email: [Olivia.Burns@co.dakota.mn.us](mailto:Olivia.Burns@co.dakota.mn.us)

**CONTRACTOR:**

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

22.2. The Liaison, or his or her successor, has authority to assist the parties in the day-to-day performance of this Contract, ensure compliance, and provide ongoing consultation related to the performance of this Contract. The

parties shall promptly provide Notice to each other when a Liaison's successor is appointed. The Liaison's successor shall thereafter be the Liaison for purposes of this Contract.

**23. AMENDMENTS.**

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

**24. SEVERABILITY.**

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

**25. MERGER.**

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

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

Exhibit 1—Standard Assurances

Exhibit 2—Insurance Terms

Exhibit 3 – Service Grid

Exhibit 4 – Dakota County Systems Access

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

**26. CONTRACT INTERPRETATION AND CONSTRUCTION.**

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

**27. WAGE WITHHOLDING TAX.**

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

**28. ELECTRONIC SIGNATURES.**

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

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

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

Approved by Dakota County Board  
Resolution No.

**COUNTY OF DAKOTA**

By: \_\_\_\_\_

Title: Assistant County Manager

Date of Signature: \_\_\_\_\_

**CONTRACTOR**

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Signature: \_\_\_\_\_