



Dakota County

Community Services Committee of the Whole

Agenda

Tuesday, November 9, 2021

10:30 AM

**Conference Room 110 A,B Northern
Service Center, West St. Paul**

(or following Physical Development Committee of the Whole)

If you wish to speak to an agenda item or an item not on the agenda, please notify the Clerk to the Board via email at CountyAdmin@co.dakota.mn.us
Emails must be received by 7:30am on the day of the meeting.
Instructions on how to participate will be sent to anyone interested.

1. Call To Order And Roll Call

Note: Any action taken by this Committee of the Whole constitutes a recommendation to the County Board.

2. Audience

Anyone in the audience wishing to address the Committee on an item not on the Agenda or an item on the Consent Agenda may send comments to CountyAdmin@co.dakota.mn.us and instructions will be given to participate during the meeting. Verbal comments are limited to five minutes.

3. Approval Of Agenda (Additions/Corrections/Deletions)

3.1 Approval Of Agenda (Additions/Corrections/Deletions)

4. Consent Agenda

4.1 Approval Of Minutes Of Meeting Held On October 12, 2021

4.2 *Public Health* - Authorization To Accept Additional Grant Funds From Minnesota Department Of Health For COVID-19 Vaccination Funding And Execute Grant Amendment

4.3 *Social Services* - Authorization To Execute Contract For Volunteer Driver Transportation Services

4.4 *Social Services* - Authorization To Execute Joint Powers Agreement With Intermediate School District 917 For Community Transition Interagency Committee Coordination And Facilitation Services

- 4.5 *Social Services* - Authorization To Execute Joint Powers Agreement With School Districts For Early Intervention Services

5. Regular Agenda

- 5.1 *Extension* - Update On University Of Minnesota Extension 4-H Youth Development Programming In Dakota County

6. Community Services Directors Report

7. Adjournment

- 7.1 Adjournment

For more information please call 651-554-5742.

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Public Comment can be sent to CountyAdmin@co.dakota.mn.us



Community Services Committee of the Whole

Request for Board Action

Item Number: DC-406

Meeting Date: 11/9/2021

Approval Of Agenda (Additions/Corrections/Deletions)



Community Services Committee of the Whole

Request for Board Action

Item Number: DC-407

Meeting Date: 11/9/2021

Approval Of Minutes Of Meeting Held On October 12, 2021

**DAKOTA COUNTY
COMMUNITY SERVICES COMMITTEE OF THE WHOLE**

Meeting Minutes

**October 12, 2021
Conference Room 110B, C, Northern Service Center**

Call To Order And Roll Call

Commissioner Mike Slavik
Commissioner Kathleen A. Gaylord
Commissioner Joe Atkins
Commissioner Mary Liz Holberg
Commissioner Laurie Halverson
Commissioner Mary Hamann-Roland

Also in attendance: Matt Smith, County Manager; Jen Wolf, Assistant County Attorney; Marti Fischbach, Community Services Division Director; Colleen Collette, Administrative Coordinator.

The meeting was called to order at 10:25 a.m. by the Chair, Commissioner Joe Atkins.

The audio of this meeting is available upon request.

Audience

The Chair, Commissioner Joe Atkins, noted that all public comments can be sent to countyadmin@co.dakota.mn.us. As of 8:00 a.m. on September 14, 2021, none were received, and no one came forward.

Approval Of Agenda (Additions/Corrections/Deletions)

On a motion by Commissioner Mary Hamann-Roland, seconded by Commissioner Mike Slavik, the agenda was unanimously approved.

Consent Agenda

On a motion by Commissioner Mike Slavik, seconded by Commissioner Laurie Halverson, the consent agenda was unanimously approved as follows:

4.1 Approval Of Minutes Of Meeting Held On September 14, 2021

4.2 Authorization To Execute Contracts And Joint Powers Agreements For Community Corrections Services

WHEREAS, Community Corrections supervises adults and juveniles placed on probation by the courts; and

WHEREAS, probation staff focuses on community safety and reducing recidivism in their supervision of these individuals; and

WHEREAS, supervision, services and court ordered programs are provided through direct care delivery and purchased services and a variety of services are in place to meet the varied needs of these individuals; and

WHEREAS, Sentence to Service (STS) provides supervised work crews for non-violent adults receiving probation

services as an alternative to being ordered to jail; and

WHEREAS, staff recommends executing contracts with the vendors for the services at the rates and/or not to exceed contract amounts listed in the Resolution for the period of January 1, 2022 through December 31, 2023; and

WHEREAS, staff recommends joint powers agreements with the Cities of Apple Valley, Burnsville, Eagan, Farmington, Inver Grove Heights, and with Independent School District 197, for the purchase of guaranteed STS work crew days at a rate of \$481.00 per day for the period of January 1, 2021 through December 31, 2021, and with the Minnesota Department of Transportation (MnDOT) for the period of January 1, 2022 through December 31, 2022; and

WHEREAS, funding for these contracts and revenue from STS related joint powers agreements with public entities will be included in the 2022 County Manager's Recommended Budget.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute contracts with the following vendors at the rates listed for Community Corrections services for the period of January 1, 2022 through December 31, 2023, subject to approval by the County Attorney's Office as to form: Agency:

Agency: Associated Clinic of Psychology

1. Service: Forensic Psychological Evaluations
 - a. Rate: \$150.00 per hour
2. Service: Psychological Testing
 - a. Rate: \$100.00 per hour

Agency: Nexus-FACTS

1. Service: Clinical Therapist
 - a. Rate: \$75.53 per hour
2. Service: Non-Therapist
 - a. Rate: \$49.79 per hour
3. Service: Client Transportation
 - a. Rate: \$0.46 per mile + IRS mileage rate

Agency: Project Pathfinder

1. Service: Group Therapy
 - a. Rate: \$83 per individual
2. Service: Individual/conjoint Therapy
 - a. Rate: \$172 per session
3. Service: Intake
 - a. Rate: \$430 per session

Agency: RSI Laboratories

1. Service: Drug testing and related services
 - a. Contract Not to Exceed amount (\$85,000 per year)

Agency: Frazier Recovery Homes

1. Service: Halfway House Services
 - a. Rate: The rate will coincide with the Minnesota Department of Human Services Housing Support Rate 2 settings.

; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute joint powers agreements as presented and attached with the Cities of Apple Valley, Burnsville, Eagan, Farmington, Inver Grove Heights, and Lakeville, and Independent School District

197 for the purchase of guaranteed Sentence to Service work crew days at a rate of \$481.00 per day for the period of January 1, 2022 through December 31, 2022, and with the Minnesota Department of Transportation for the period of January 1, 2022 through December 31, 2022, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the contracts shall contain a provision that allows the County to immediately terminate the contracts in the event sufficient funds from county, state, or federal sources are not appropriated at a level sufficient to allow payment of the amounts due; and

BE IT FURTHER RESOLVED, That the Community Services Director is hereby authorized to amend said contracts, consistent with the amount budgeted, to alter the number and types of clients served, types of services provided, service rates, contract amount and the contract term, consistent with County contracting policies, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the service rates authorized for the period of January 1, 2023 through December 31, 2023, shall be increased by the inflation rate used in the Dakota County budget process as authorized by the Dakota County Board of Commissioners effective January 1, 2023, as applicable.

4.3 Authorization To Execute Contract Amendments For Children And Family Services

WHEREAS, under the Minnesota Comprehensive Children's Mental Health Act, specifically Minn. Stat. § 245.4874, subd. 1, a variety of services are mandated for youth who are emotionally or severely emotionally disturbed; and

WHEREAS, the juvenile protection provisions of the Juvenile Court Act, Minn. Stat. § 260C, requires counties to make efforts to prevent out-of-home placement and address risks that may necessitate placement through child protection; and

WHEREAS, Children and Family Services conducted a comprehensive solicitation process involving different forms of solicitations for the majority of their services as well as some of Community Corrections' services in the summer of 2017, resulting in 101 responses from vendors; and

WHEREAS, By Resolution No. 17-545 (October 31, 2017), the Dakota County Board of Commissioners authorized contracts with the selected vendors for the period of January 1, 2018 through December 31, 2019; and

WHEREAS, By Resolution No. 19-776 (October 29, 2019), the Dakota County Board of Commissioners authorized contracts with nine vendors for contracted services that exceeded \$100,000 each for the two-year contract period of January 1, 2020 through December 31, 2021; and

WHEREAS, staff plans to amend the contracts of approximately 30 vendors at the same rates as originally contracted for the period of January 1, 2022 through December 31, 2022, consistent with County contracting policies, six of which require County Board authorization to amend as their contracted services will exceed \$100,000 per year; and

WHEREAS, staff fully intended to solicit for the majority of Children and Family Services in 2021; however, due to the pandemic and demands on both staff and vendors over the past year, the decision was made to postpone the solicitation process until 2022, which is still within the Community Services Division solicitation guidelines to solicit for client services every 4-5 years; and

WHEREAS, the array of services and vendors provides flexibility for the Children and Family Services to respond to issues to be addressed in casework, and the resulting contracts are the legal documents to protect and be responsive to Dakota County taxpayers to ensure effective service outcomes, competitive price, and liability

protections; and

WHEREAS, funding for these contracts will be included in the 2022 County Manager's Recommended Budget.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute contracts with the following vendors for mental health treatment and support services for youth and families for the period of January 1, 2022 through December 31, 2022, subject to approval by the County Attorney's Office as to form:

Agency: ArcPoint Labs

1. Program: Drug Testing
 - a. Unit Rate(s):
 - \$290.27 – Hair Follicle Testing
 - \$62.42 – Oral Saliva
 - \$290.27 – Nail Testing
 - \$136.29 – Transdermal Patch

Agency: Nexus-Facts Family Healing

1. Program: Bridging or (SFT) Systemic Family Therapy
 - a. Unit Rate(s):
 - Medical Assistance (MA) or publicly funded Managed Care Organization (MCO)
 - Up to \$7,571.12 Depending on Qualifications (DOQ)
2. Program: Circle of Security
 - a. Unit Rate(s):
 - \$77.60/hour – Degreed Staff
 - \$27.36/hour – Non-Degreed Staff
3. Program: Community Reintegration Services (CSR)
 - a. Unit Rate(s):
 - \$75.52/hour – Licensed
 - \$49.78/hour – Non-Licensed
 - MA Rate – Diagnostic Assessment

Agency: Mosaic Family Services LTD

1. Program: Bridging or SFT
 - a. Unit Rate(s):
 - MA or publicly funded MCO
 - Up to \$7,571.12 DOQ

Agency: Evolve Adoption and Family Services

1. Program: Brief Counseling
 - a. Unit Rate(s):
 - \$131.99 – Face to Face/No-Show
2. Program: Child Specific Recruitment (CSR)
 - a. Unit Rate(s):
 - \$26.80/day – Recruitment
 - \$17.69/day – Transitional Recruitment
3. Program: Families First
 - a. Unit Rate(s):
 - \$100.95/hour – Licensed
 - \$63.09/hour - Counselor
4. Program: Relative Kin Licensing
 - a. Unit Rate(s):

- \$32.96/day – Home Study
- \$43.58 – Admin Fee
- 5. Program: Social Medical Histories (SMH)
 - a. Unit Rate(s):
 - \$803.88 – SMH (not receiving CSR)
 - \$535.92 – SMH (is receiving CSR)
 - \$156.06 – Updating SMH
- 6. Program: Supportive Services to Foster Care Providers
 - a. Unit Rate(s):
 - Phone - \$42.90 first 15 min, \$34.32 after
 - Consult - \$113.57 first hour, \$28.39 after

Agency: Life Development Resources

1. Program: Brief Counseling
 - a. Unit Rate(s):
 - \$131.99 – Face to Face/No-Show
2. Program: Bridging or SFT
 - a. Unit Rate(s):
 - MA or publicly funded MCO
 - Up to \$7,571.12 DOQ
3. Program: Community Reintegration Services
 - a. Unit Rate(s):
 - \$75.52/hour – Licensed
 - \$49.78/hour – Non-Licensed
 - MA Rate – Diagnostic Assessment
4. Program: Families First
 - a. Unit Rate(s):
 - \$100.95/hour – Licensed
 - \$63.09/hour - Counselor
5. Program: Family Group Decision Making
 - a. Unit Rate(s):
 - \$1,000.89 – Family Group
 - \$415.59 – Follow up
 - \$108.79 – Child Care/Room Rental
 - \$67.91 – No Show
6. Program: In-Home Family Therapy
 - a. Unit Rate(s):
 - Services paid at MA rate
7. Program: Attachment & Biobehavioral Catch-Up
 - a. Unit Rate(s):
 - \$77.60/hour – Degreed Staff
 - \$27.36/hour – Non-Degreed Staff

Agency: Nystrom and Associates LTD

1. Program: Bridging or SFT
 - a. Unit Rate(s):
 - MA or publicly funded MCO
 - Up to \$7,571.12 DOQ
2. Program: Community Reintegration Services
 - a. Unit Rate(s):

- \$75.52/hour – Licensed
 - \$49.78/hour – Non-Licensed
 - MA Rate – Diagnostic Assessment
3. In-Home Family Therapy
- a. Unit Rate(s):
- Services paid at MA rate

; and

BE IT FURTHER RESOLVED, That the Community Services Director is hereby authorized to amend said contracts, consistent with the amount budgeted, to alter the number and types of clients served, types of services provided, service rates, reporting requirements, contract amount and contract term, consistent with County contracting policies, subject to the approval of the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the contracts shall contain a provision that allows the County to immediately terminate the contracts in the event sufficient funds from county, state, or federal sources are not appropriated at a level sufficient to allow payment of the amounts due; and

BE IT FURTHER RESOLVED, That the service rates authorized for the period of January 1, 2023 through December 31, 2023, shall be increased by the inflation rate used in the Dakota County budget process as authorized by the Dakota County Board of Commissioners effective January 1, 2023, as applicable.

4.4 Authorization To Execute Contracts For Conservator And Guardianship Services

WHEREAS, counties are obligated to pay for the ongoing costs of conservator and guardianship services for wards and protected persons who are indigent (Minn. Stat. § 524.502-502); and

WHEREAS, a Request for Proposals (RFP) was issued in March 2017, for these services and a review team comprised of Dakota County staff reviewed the four proposals received, all from existing vendors under contract for these services; and

WHEREAS, a RFP will be issued again for these services in 2025, as while the Community Services Division issues solicitations for client services every 4-5 years; the last several RFPs for these services has resulted in the same pool of vendors; hence, an exception is being made to allow for continual client services through 2025, and issuance of a RFP in 2025 for 2026 contracts and beyond; and

WHEREAS, staff recommends authorization to contract with Dakota Conservators, Inc., Fiduciary Services of Minnesota, Inc., Judy Moe Guardianship Services, LLC., Thomas Allen, Inc., Anthony Roszak, Navigator Fiduciary Forensic Services, Alternative Supported Living Services, JRP Fiduciary Services, and Lutheran Social Services; and

WHEREAS, County staff recommends executing contracts with the vendors listed in the Resolution for conservator and guardianship services at the rate of \$49.79/hour for general conservator/guardianship services and \$60.64/hour for emergency conservator/guardianship services for the period January 1, 2022 through December 31, 2025; and staff further recommends that the rates will be adjusted based on the cost-of-living adjustment approved by the Dakota County Board of Commissioners for the period of January 1, 2023 through December 31, 2025, as applicable.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute contracts with Dakota Conservators, Inc., Fiduciary Services of Minnesota, Inc., Judy Moe Guardianship Services, LLC., Thomas Allen, Inc., Anthony Roszak, Navigator Fiduciary Forensic Services, Alternative Supported Living Services, JRP Fiduciary Services, and Lutheran Social

Services for conservator and guardianship services at the rate of \$49.79/hour for general conservator/guardianship services and \$60.64/hour for emergency conservator/guardianship series, for the period of January 1, 2022 through December 31, 2025, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the contracts shall contain a provision that allows the County to immediately terminate the contracts in the event sufficient funds from county, state, or federal sources are not appropriated at a level sufficient to allow payment in the amounts due; and

BE IT FURTHER RESOLVED, That the Community Services Director is hereby authorized to amend said contracts, within the amount budgeted, to alter the number and types of clients served, types of services provided, service rates, and the contract term, consistent with County contracting policies, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That service rates for contracts authorized for the period of January 1, 2023 through December 31, 2025, shall be increased by the the inflation rate used in the Dakota County budget process as authorized by the Dakota County Board of Commissioners, effective January 1 of each year, as applicable.

4.5 Authorization To Execute Contracts For Mental Health Services

WHEREAS, Dakota County's mental health system complies with the requirements of the Minnesota Comprehensive Adult Mental Health Services Act, which obligates county boards to develop and coordinate a system of affordable and locally available adult mental health services in accordance with Minn. Stat. § § 245.461 to 245.486; and

WHEREAS, counties are required to pay for certain facility charges under Minn. Stat. Chapter 253B (Civil Commitment Act); and

WHEREAS, Dakota County contracts for mental health services with vendors to ensure a continuum of mental health services is available to Dakota County residents; and

WHEREAS, by Resolution No. 19-717 (September 24, 2019), the Dakota County Board of Commissioners authorized contracts for mental health services for the period of January 1, 2020 through December 31, 2021; and

WHEREAS, staff met with vendors of services throughout 2021 to review service provision and revised the contract service grids accordingly for 2022; and

WHEREAS, funding for these contracts will be included in the 2022 and 2023 County Manager's Recommended Budgets.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute contracts for mental health services for the period of January 1, 2022 through December 31, 2023, subject to approval by the County Attorney's Office as to form, as follows:

1. Type of Service: Mental Health (MH) Clinic Services

- a. Provider(s):
 - i. Associated Clinic of Psychology, Inc. (ACP)
 - ii. Minnesota Mental Health Clinics (MMHC)
- b. Unit Rate(s):
 - i. ACP: Support Statements for Commitment Screenings \$321.57, Not to Exceed \$23,232.12 per year for two-year contract
 - ii. ACP: Prepaid Psychiatric Services Provided at Clinic Sites; Not to Exceed \$158,897.79

- for 13 hours/week or a total of 676 hours for one calendar year
- iii. MMHC: Prepaid Psychiatric Services Provided at Clinic Site; \$183,419.59 for 15 hours/week or a total of 780 hours for one calendar year
- iv. ACP: Fee-For-Service Outpatient MH Services Provided at Clinic Sites; Medical Assistance (MA) Rates, plus administrative rate; Not to Exceed \$62,424 for psychiatric, diagnostic assessment, medication administration, care coordination, and therapy services/year
- v. MMHC: Fee-For-Service Outpatient MH Services Provided at Clinic Site; MA Rates, plus administrative rate; Not to Exceed \$56,100 for psychiatric, diagnostic assessment, and therapy services/year
- vi. ACP: Consultation Services Provided at shelters Not to Exceed 5 hours/week per shelter for 50 weeks with a Not to Exceed of \$52,020

2. Type of Service: Transportation

- a. Provider(s):
 - i. A-Tran LLC
- b. Unit Rate(s):
 - i. Not to Exceed \$42,453.51 per contract period

3. Type of Service: Case Management, Assertive Community Treatment and Community Support Programs

- a. Provider(s):
 - i. Guild Incorporated
 - ii. Mental Health Resources, Inc. (MHR)
 - iii. Minnesota Mental Health Clinics (MMHC)
 - iv. People Incorporated
 - v. Gateway Health Services
 - vi. Residential Transitions Incorporated
 - vii. Summit Guidance
 - viii. Touchstone Mental Health Services
- b. Unit Rate(s):
 - i. Targeted Case Management: Not to Exceed \$410.74/month, or, once implemented (anticipated 7/1/21), the DHS statewide rate, per qualifying billable event
 - ii. Assertive Community Treatment: the Minnesota Department of Human Services (DHS) Approved Rate
 - iii. Rule 25 Chemical Health: \$169.36/assessment on-site, \$277.01/assessment off-site
 - iv. Nursing Services: \$169.57 per hour (MHR)
 - v. Community Support Programs: \$20,584.03/month (Guild) and \$23,572.45 (MMHC/Horizons)

4. Type of Service: Individual Placement and Support Employment Services

- a. Provider(s):
 - i. Guild Incorporated
- b. Unit Rate(s):
 - i. Not to Exceed \$87,192.55/year

5. Type of Service: Supportive Housing and Employment

- a. Provider(s):
 - i. Tasks Unlimited, Inc.
- b. Unit Rate(s):
 - i. Targeted Case Management: Not to Exceed \$410.74/month, or once implemented (anticipated 7/1/21), the DHS statewide rate, per qualifying billable event
 - ii. Supportive housing and employment services on a reimbursement basis for services provided with a Not to Exceed amount of \$108,252.57

6. Type of Service: Inpatient hospitalization for emergency psychiatric and commitment holds

- a. Provider(s):
 - i. Regions Hospital
- b. Unit Rate(s):
 - i. Emergency (ED) per Diem: \$757.81 per day
 - ii. CT Rate: \$431.37 per scan

- iii. MRI Rate: \$466.35 per scan
- iv. Inpatient per Diem: \$1,259.11
- v. One to One Observation: \$52.72/hour
- vi. One to One Observation/per diem: \$819.93
- vii. Rule 25 Chemical Health Assessments: \$169.36 per assessment (on-site), \$277.01 per assessment (off-site)

7. Type of Service: Intensive Residential Treatment Services

- a. Provider(s):
 - i. ResCare Minnesota, Inc.
 - ii. Guild Incorporated
- b. Unit Rate(s):
 - i. Services Paid at DHS Rate

8. Type of Service: Mental Health Crisis Stabilization Beds

- a. Provider(s):
 - i. Guild Incorporated
- b. Unit Rate(s):
 - i. Services Paid at DHS Rate

; and

BE IT FURTHER RESOLVED, That the contracts shall contain a provision that allows the County to immediately terminate the contracts in the event sufficient funds for county, state, or federal sources are not appropriated at a level sufficient to allow payment of the amounts due; and

BE IT FURTHER RESOLVED, That the Community Services Director is hereby authorized to amend said contracts, within the amount budgeted, to alter the number and types of clients served, types of services provided, service expectations and rates, and the contract term, consistent with County contracting policies, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That service rates for contracts authorized for the period of January 1, 2022 through December 31, 2023, shall reflect the inflation rate authorized by the State of Minnesota inflation rates, or the Dakota County Board of Commissioners effective January 1, 2023, as applicable.

4.6 Authorization To Execute Contracts For Home And Community-Based Waiver Services

WHEREAS, Dakota County Community Services purchases case management and related services for individuals eligible for the Community Access for Disability Inclusion (CADI), Brain Injury (BI), Developmental Disabilities (DD), and Elderly (EW) Home and Community-Based Waivers, the Alternative Care (AC) program and the provision of Targeted Case Management (TCM) for individuals eligible for Vulnerable Adult/Developmental Disabilities (VA/DD) services and mandated Rule 185 case management services; and

WHEREAS, by Resolution No. 12-614 (December 11, 2012), the Dakota County Board of Commissioners authorized contracts with three agencies that were selected through a Request For Proposal (RFP) process to provide case management and related services: Fraser Inc., People Incorporated, and Thomas Allen Incorporated; and

WHEREAS, by Resolution No. 15-374 (July 28, 2015), the Dakota County Board of Commissioners authorized contracts with Pinnacle Services Incorporated and Meridian Services, Inc., and by Resolution No. 18-180 (March 27, 2018), the Dakota County Board of Commissioners authorized a contract with Mount Olivet Rolling Acres, Inc., to provide in-home and community-based waived case management and related services; and

WHEREAS, a Request for Proposals (RFP) was issued in June 2019 for culturally diverse case management services and related services, of which thirty-two proposals were received and reviewed by a review committee

comprised of Dakota County staff; and

WHEREAS; by Resolution No. 19-716 (September 24, 2019), the Dakota County Board of Commissioners authorized contracts with five agencies: Minnesota Brain Injury Alliance, Axis Healthcare, LLC., Life Fountain Home Healthcare, Inc., Hekima Cultural and Consulting Services, LLC and Supportive Living Solutions; and

WHEREAS, staff recommends authorization of contracts for Home and Community-Based Waiver Services for the existing contracted agencies at the rates outlined in the Resolution for the period of January 1, 2022 through December 31, 2023.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute contracts with Fraser Inc., People Incorporated, and Thomas Allen Incorporated; Pinnacle Services Incorporated; Meridian Services, Inc.; Mount Olivet Rolling Acres, Inc.; Minnesota Brain Injury Alliance; Axis Healthcare, LLC.; Life Fountain Home Healthcare, Inc.; Hekima Cultural and Consulting Services, LLC and Supportive Living Solutions for Home and Community-Based Waiver case management services and related services at the following rates for the period of January 1, 2022 through December 31, 2023, subject to approval by the County Attorney's Office as to form:

1. Community Alternatives of Disabled Individuals/Brain Injury: \$24.47 per quarter hour
2. Developmental Disabilities: \$23.19 per quarter hour
3. Alternative Care/Elderly Waiver: \$25.46 per quarter hour
4. Vulnerable Adult/Developmental Disabilities and County funded Rule 185: \$296.21 per hit
5. Relocation Services: \$15.53 per quarter hour

; and

BE IT FURTHER RESOLVED, That the contracts shall contain a provision that allows the County to immediately terminate the contracts in the event sufficient funds from county, state, or federal sources are not appropriated at a level sufficient to allow payment of the amounts due; and

BE IT FURTHER RESOLVED, That the Community Services Director is hereby authorized to amend said contracts, within the amount budgeted, to alter the number and types of clients services, rates and types of services provided, and contract term, consistent with County contracting policies, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the service rates authorized for the period of January 1, 2023 through December 31, 2023, shall be increased by the inflation rate as authorized by the Dakota County Board of Commissioners effective January 1, 2023, as applicable, and/or the service rates established by the legislature for the period of July 1, 2022 through December 31, 2023, which reflect the inflation rate legislatively mandated, typically effective July 1 or each year.

4.7 Authorization To Execute Contract With Gateway Recovery Center For Rule 32 Detoxification And 245F Withdrawal Management Services

WHEREAS, in Minnesota, counties are mandated to provide detoxification services under Minn. Stat. § 245A.08, Subd. 1 and 2, and the Statute directs that counties can use existing programs and agencies to fulfill the mandated responsibilities; and

WHEREAS, commitment hold services are provided in accordance with Minn. Stat. § 253B for people under commitment for Substance Use Disorders (SUD); and

WHEREAS, by Resolution No. 16-477 (September 20, 2016), the Dakota County Board of Commissioners authorized a joint powers agreement (JPA) with Ramsey County to provide detoxification and commitment hold

services for Dakota County residents in the amount of \$2,638,566 for the period of January 1, 2017 through December 31, 2020, with a one-year extension; and

WHEREAS, on March 25, 2020, Ramsey County notified Dakota County they were suspending services indefinitely for Dakota County residents due to the COVID-19 pandemic precautions and safety standard; and

WHEREAS, Ramsey County and Dakota County, by mutual agreement, dissolved the JPA for Sub-Acute Detoxification and Commitment Hold services effective April 1, 2020; and

WHEREAS, there are a limited number of detoxification and withdrawal management providers statewide; and

WHEREAS, Gateway Recovery Center, located in Inver Grove Heights, opened in July 2020; and

WHEREAS, Dakota County program staff executed a pilot fee-for-service contract with Gateway Recovery Center for Rule 32 Detoxification and 245F Withdrawal Management Services, in the amount of \$75,000, from the date of execution (February 1, 2021) through December 31, 2021; and

WHEREAS, by Resolution No. 21-355 (July 20, 2021), the Dakota County Board of Commissioners approved additional funds in the amount of \$425,000 to the contract, to the not to exceed amount in order to continue with the contract with Gateway; and

WHEREAS, staff recommends execution of a contract with Gateway Recovery Center to continue Rule 32 Detoxification and 245F Withdrawal Management Services, in the not to exceed amount of \$1,000,000 for the period of January 1, 2022 through December 31, 2023.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute the contract with Gateway Recovery Center for Rule 32 Detoxification and 245F Withdrawal Management Services, in the not-to-exceed amount of \$1,000,000, for the period of January 1, 2022 through December 31, 2023, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Community Services Director is hereby authorized to amend said contract, consistent with the amount budgeted, to alter the number and types of clients served, types of services provided, service expectations, and the contract term, consistent with County contracting policies, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the contract shall contain a provision that allows the County to immediately terminate the contract in the event sufficient funds from county, state, or federal sources are not appropriated at a level sufficient to allow payment of the amounts due.

Regular Agenda

5.1 Update On Mental Health Crisis Follow-Up Services, Including Law Enforcement Social Services Coordinated Response Pilot

Evan Henspeter, Director, Social Services and Lisa Melquist, Management Analyst, Office of Performance and Analysis, presented on this item and stood for questions. They were also joined by the following law enforcement individuals who shared their experience with the Coordinated Response program: Chief Sturgeon (West St. Paul), Captain Stenger (Burnsville), Chief Dahlstrom (Rosemount), Chief Rechtzigel (Apple Valley), Chief Messerich (South St. Paul) and Dakota County Sheriff Leslie.

This item was on the agenda for informational purposes only. No staff direction was given by Committee members.

Community Services Directors Report

Marti Fischbach, Community Services Division Director, referred the Committee to her written report that was provided to them.

Adjournment

On a motion by Commissioner Mike Slavik, seconded by Commissioner Mary Hamann-Roland, the meeting was adjourned at 11:52 a.m.

Respectfully submitted,

Colleen Collette, Administrative Coordinator
Community Services Division



Community Services Committee of the Whole

Request for Board Action

Item Number: DC-347

Meeting Date: 11/9/2021

DEPARTMENT: Public Health

TITLE

Authorization To Accept Additional Grant Funds From Minnesota Department Of Health For COVID-19 Vaccination Funding And Execute Grant Amendment

PURPOSE/ACTION REQUESTED

Authorize acceptance of additional grant funds from the Minnesota Department of Health (MDH) for COVID-19 vaccination funding and execution of the grant amendment.

SUMMARY

The Dakota County Board of Commissioners acts as the Community Health Board and has responsibility to prevent disease and disability and to promote and protect the health and safety of County residents. Dakota County Public Health (PH) is playing a pivotal role in the response to COVID-19. PH is working with organizations at the local, state, and national levels to protect residents and prevent the spread of the disease. PH team members are managing vaccination clinic processes, which includes vaccine inventory and distribution, and client appointment scheduling and data reporting, and are providing vaccinations for priority groups identified by MDH.

By Resolution No. 21-228 (May 4, 2021), the Dakota County Board of Commissioners accepted MDH's COVID-19 response grant award in the amount of \$1,985,509, for the period of April 1, 2021 through December 31, 2021.

In September 2021, MDH provided Dakota County with its additional COVID-19 response grant award in the amount of \$1,807,919, in addition to its original \$1,985,509, for a total of \$3,793,428, as well as extending the period to December 31, 2023. These funds will be attached to PH's Local Public Health Grant. Staff plans to use the funds to plan and implement COVID-19 vaccination clinics, provide support for testing and implement other grant duties consistent with the MDH grant guidance. The grant will continue funding existing Special Limited-Term and temporary staff and those costs are included in the 2022 County Manager's Recommended Budget.

OUTCOMES

How much: Implemented 893 COVID-19 vaccination clinics.

How well: Provided 70,011 COVID-19 vaccinations at those clinics.

Is anyone better off: Ranked 4th out of 87 Minnesota counties in percent total population vaccinated with at least one dose (66.5%).

RECOMMENDATION

Staff recommends authorization to accept the additional grant funds from MDH in the amount of \$1,807,919, effective April 1, 2021 through December 31, 2023, and execute the grant amendment.

BOARD GOALS

- ☒ A Great Place to Live
☐ A Successful Place for Business and Jobs
☐ A Healthy Environment
☐ Excellence in Public Service

PUBLIC ENGAGEMENT LEVEL

- ☐ Inform and Listen
☐ Discuss
☐ Involve
☒ N/A

EXPLANATION OF FISCAL/FTE IMPACTS

There is a \$0 net County cost anticipated as a result of this action. The grant will continue the funding of existing Special Limited-Term and temporary staff and those costs are included in the 2022 County Manager's Recommended Budget.

- ☒ None
☐ Current budget
☐ Other
☐ Amendment Requested
☐ New FTE(s) requested

RESOLUTION

WHEREAS, the Dakota County Board of Commissioners acts as the Community Health Board and has responsibility to prevent disease and disability and to promote and protect the health and safety of County residents; and

WHEREAS, by Resolution No. 21-228 (May 4, 2021), the Dakota County Board of Commissioners accepted MDH's COVID-19 response grant award in the amount of \$1,985,509, for the period of April 1, 2021 through December 31, 2021; and

WHEREAS, in September 2021, MDH provided Dakota County with its additional COVID-19 response grant award in the amount of \$1,807,919, in addition to its original \$1,985,509, for a total of \$3,793,428, as well as extending the period to December 31, 2023; and

WHEREAS, these funds will be attached to PH's Local Public Health Grant; and

WHEREAS, staff plans to use the funds to plan and implement COVID-19 vaccination clinics, provide support for testing and implement other grant duties consistent with the MDH grant guidance; and

WHEREAS, the grant will continue funding existing Special Limited-Term and temporary staff, and those costs are included in the 2022 County Manager's Recommended Budget; and

WHEREAS, staff recommends that the Dakota County Board of Commissioners authorizes the Community Services Director to accept the additional \$1,807,919 MDH COVID-19 vaccination implementation grant funds effective April 1, 2021 through December 31, 2023; and

WHEREAS, staff recommends that the Dakota County Board of Commissioners authorizes the Community Services Director to authorize execution of the grant amendment extending the term through December 31, 2023.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby

authorizes the Community Services Director to accept the additional \$1,807,919 MDH COVID-19 vaccination implementation grant funds, effective April 1, 2021 through December 31, 2023; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute the grant amendment, extending the term through December 31, 2023; and

BE IT FURTHER RESOLVED, That unless the grant program requirements change, the Community Services Division Director is hereby authorized to amend the grant to alter the grant term, and accept additional grant funds consistent with County contracting policies and inclusion of grant funds in future yearly recommended and adopted budgets, subject to approval by the County Attorney's office as to form.

PREVIOUS BOARD ACTION

21-228; 5/4/21

ATTACHMENTS

Attachment: None.

CONTACT

Gina Adasiewicz



Community Services Committee of the Whole

Request for Board Action

Item Number: DC-345

Meeting Date: 11/9/2021

DEPARTMENT: Social Services

TITLE

Authorization To Execute Contract For Volunteer Driver Transportation Services

PURPOSE/ACTION REQUESTED

Authorize execution of a contract for Volunteer Driver Transportation Services.

SUMMARY

Dakota County Social Services provides contracted services across the transportation services continuum, including volunteer driver services.

A Request for Proposal was issued on July 26, 2021, for volunteer driver services. A committee comprised of GoDakota stakeholders and a current volunteer driver reviewed the proposals and recommended contracting with Hastings Family Service and GAPP Services, Inc., for delivery of volunteer driver services. See Attachment: Solicitation Summary.

Staff will follow Dakota County policy for a contract with Hastings Family Service, which will be under the \$100,000 requirement for board approval.

Staff recommends a two-year contract with GAPP Services, Inc., for volunteer driver services in a not to exceed contract amount of \$343,400 for the period of January 1, 2022 through December 31, 2023. The contract funds are provided on a per mile basis and include the mileage for the volunteer driver and an administrative reimbursement rate/mile for the agency.

OUTCOMES

The volunteer driver program provides a transportation option to County clients and residents to ensure they have a transportation option to necessary appointments and/or resources. GAPP Services, Inc., will report the following information to Dakota County on a monthly basis:

How much: Number of rides provided, Number of unduplicated riders, Number of drivers

How well: Number of ride denials, Number of rider complaints, Number of accidents

Is anybody better off: Feedback from riders, drivers and caregivers

RECOMMENDATION

Staff recommends authorization to execute a contract for Volunteer Driver Transportation Services with GAPP Services, Inc., in a not to exceed contract amount of \$343,400 for the period of January 1, 2022 through December 31, 2023.

BOARD GOALS

- | | |
|---|---|
| <input checked="" type="checkbox"/> A Great Place to Live | <input type="checkbox"/> A Healthy Environment |
| <input type="checkbox"/> A Successful Place for Business and Jobs | <input type="checkbox"/> Excellence in Public Service |

PUBLIC ENGAGEMENT LEVEL

- | | | | |
|--|----------------------------------|----------------------------------|---|
| <input type="checkbox"/> Inform and Listen | <input type="checkbox"/> Discuss | <input type="checkbox"/> Involve | <input checked="" type="checkbox"/> N/A |
|--|----------------------------------|----------------------------------|---|

EXPLANATION OF FISCAL/FTE IMPACTS

Funding for this contract is included in the 2022 County Manager's Recommended Budget. A zero percent cost-of-living adjustment (COLA) has been applied to the 2022 rates, and a COLA will be applied to the 2023 rates as applicable, pending authorization by the County Board. The contracts shall contain a provision that allows the County to immediately terminate the contracts in the event sufficient funds from county, state, or federal sources are not appropriated at a level sufficient to allow payment of the amount due.

- | | | |
|--|--|---|
| <input type="checkbox"/> None | <input checked="" type="checkbox"/> Current budget | <input type="checkbox"/> Other |
| <input type="checkbox"/> Amendment Requested | | <input type="checkbox"/> New FTE(s) requested |

RESOLUTION

WHEREAS, Dakota County Social Services provides both direct and contracted services across the transportation services continuum; and

WHEREAS, in order to ensure high quality services, Dakota County uses a routine Request for Proposal (RFP) process; and

WHEREAS, a RFP was issued on July 26, 2021, for volunteer driver services; and

WHEREAS, the contract included in the resolution is two years in duration as a result of it being a new contract; and

WHEREAS, staff recommends authorization to execute a contract for Volunteer Driver Transportation Services with GAPP Services, Inc., in a not to exceed contract amount of \$343,400 for the period of January 1, 2022 through December 31, 2023; and

WHEREAS, the contract funds are provided on a per mile basis and include the mileage for the volunteer driver and an administrative reimbursement rate/mile for the agency.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute a contract with GAPP Services, Inc., for Volunteer Driver Transportation Services in a not to exceed contract amount of \$343,400, for the period of January 1, 2022 through December 31, 2023, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the contract shall contain a provision that allows the County to immediately terminate the contract in the event sufficient funds from county, state, or federal sources are not appropriated at a level sufficient to allow payment of the amounts due; and

BE IT FURTHER RESOLVED, That the Community Services Director is hereby authorized to amend

said contract, within the amount budgeted, to alter the number and types of clients served, types of services provided, service expectations and rates, and the contract term, consistent with County contracting policies, subject to the approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Solicitation Summary

CONTACT

Evan Henspeter

Solicitation Summary

Date of Solicitation: July 26, 2021

Number of Proposals Received: 2

Review Team Agencies: Dakota County Social Services & Transportation departments, along with a volunteer driver

Services Description:

Target Population:

- Citizens of Dakota County and community service clients who do not have other transportation options
- Individuals who are not on Medical Assistance (MA)

Rides covered under the Volunteer Driver Program include, but are not limited to trips for:

- Medical appointments and dental appointments
- Dakota County programs such as Women, Infants and Children (WIC)
- Drug testing when mandated through a Dakota County contract and/or Court
- Health assessment appointments
- Grocery shopping/to food shelves
- Programs or groups that are ongoing, such as learning groups, support groups, corrections or social services groups, parenting groups, etc.
- Related to people seeking certification or re-certification for purposes such as public assistance, housing through the Community Development Agency (CDA), heating assistance, etc.
- Mandated Court Appearances for both General Public and Community Services clients, including Social Services and Community Corrections required appearances. Purposes would include but not be limited to child support hearings, visitation hearings, truancy, or traffic violations.
- Required meetings with County staff, including social workers, probation officers, public health staff, etc.

Primary Deliverables:

- Taking ride requests from riders
- Screening calls for MA eligibility or other third-party payers and refer as necessary.
- Communicating with both drivers and riders for ride details
- Picking up clients at their home or other specified location and transport them to the location of their destination and/or return them home.
- Recruiting, screening, and providing initial and ongoing training for volunteer drivers.
- Paying volunteer drivers mileage at the prevailing Internal Revenue Service (IRS) business rate.
- Providing monthly reporting to Dakota County

Solicitation Selection Criteria:

- Experience providing the service to Dakota County or other Counties
- Methods that will be utilized
- Staffing capabilities and qualifications of staff/volunteers
- Ability to meet budget with associated costs to deliver the service including admin costs
- Quality of response in regard to:
 - How many trips each month
 - Recruitment and retention of drivers
 - Ability to keep denied ride percentage at an appropriate level
 - Management and prioritization of ride requests within contract amount ensuring that they are referring non-eligible rides to other resources

Evaluation Results:

After a thorough review, the review panel recommended to award contracts to both respondents (GAPP Services, Inc., and Hastings Family Services), both of which are our current contracted providers.

Rationale of Recommended Vendor:

The decision was based on both respondent's history of professional and efficient management and programmatic success. Both of the respondents provided their capacity, and met all of the expectations and requirements in the solicitation satisfactorily.



Community Services Committee of the Whole

Request for Board Action

Item Number: DC-346

Meeting Date: 11/9/2021

DEPARTMENT: Social Services

TITLE

Authorization To Execute Joint Powers Agreement With Intermediate School District 917 For Community Transition Interagency Committee Coordination And Facilitation Services

PURPOSE/ACTION REQUESTED

Authorize execution of a joint powers agreement (JPA) with Intermediate School District 917 (ISD 917) for Community Transition Interagency Committee (CTIC) coordination and facilitation services.

SUMMARY

Minnesota law establishes community transition interagency committees formed by school districts or special education cooperatives in cooperation with the local county, dedicated to creating a successful local process for youth with disabilities to transition into adulthood. Under Minn. Stat. § 125A.023 and § 125A.22, this committee includes school districts, county social services units, and representatives from postsecondary education, training institutions, mental health organizations, adults with disabilities who received transition services, parents of youth with disabilities, local business or industry, rehabilitation services, health agencies, and additional public or private adult service providers as appropriate.

ISD 917 collects fees from its member districts to support the local CTIC. Since 2011, the Dakota County Board of Commissioners has authorized an annual JPA between ISD 917 and Dakota County for Dakota County to facilitate and coordinate CTIC services with ISD 917 compensating County staff time (Attachment A: Joint Powers Agreement).

There are three statutory interagency groups involving schools and the County: CTIC, the Dakota County Interagency Early Intervention Committee (IEIC), and the Dakota County Collaborative. Having all three statutory interagency groups managed in one place eliminates duplication of efforts. Staff time for activities unique to CTIC is covered by an amount compensated through the JPA, estimated to be about 300 hours of work by a Dakota County Social Services Coordinator.

OUTCOMES

How much? CTIC meetings were held monthly during the 2019/2020 and 2020/2021 school years, September-May. The 2019 CTIC Reality Store event reached 250 students. As a new addition in 2019, the event expanded to include a tour of the Dakota County Technical College (DCTC) and a resource fair, which included 32 resources designed to help older youth and young adults with disabilities connect to local supports. This event included 35 volunteers and approximately 40 staff with the students, ultimately reaching approximately 360 professionals and students in our community.

Due to COVID-19, the Reality Store event was not held in 2020. The Committee focused on creating a resource for professionals and families/caregivers. The Document, *Dakota County Disability Supports for Young Adults*, was designed to help young adults with disabilities identify employment, post-secondary alternative options, and community resources. This document has been shared with Dakota County school districts and other community partners and has been posted on the Dakota County External webpage.

How well? The 2019 CTIC member survey received 29 responses. The 2020 CTIC member survey received 26 responses. One hundred percent of the members who responded reported that the information they received from CTIC was helpful to their job and stated they would discuss and share the information they learned with colleagues.

Is anyone better off? Ninety-nine youth completed the 2019 student participant survey, and 97 out of 99 reported they would recommend other students complete this event.

RECOMMENDATION

Staff recommends authorization to execute a JPA with ISD 917 for CTIC coordination and facilitation services conducted by the existing Dakota County Social Services Coordinator effective upon the date of execution through June 30, 2023, or until completion by the parties of their respective obligations under the JPA, whichever occurs first, unless earlier terminated by law or according to the provisions of the JPA.

BOARD GOALS

- | | |
|---|---|
| <input checked="" type="checkbox"/> A Great Place to Live | <input type="checkbox"/> A Healthy Environment |
| <input type="checkbox"/> A Successful Place for Business and Jobs | <input type="checkbox"/> Excellence in Public Service |

PUBLIC ENGAGEMENT LEVEL

- | | | | |
|--|----------------------------------|----------------------------------|---|
| <input type="checkbox"/> Inform and Listen | <input type="checkbox"/> Discuss | <input type="checkbox"/> Involve | <input checked="" type="checkbox"/> N/A |
|--|----------------------------------|----------------------------------|---|

EXPLANATION OF FISCAL/FTE IMPACTS

There is a \$0 net County cost associated with this action. ISD 917 will pay Dakota County \$12,000, per school year, for staff time involved with CTIC, and these funds are included in the 2022 County Manager's Recommended Budget. If ISD 917 terminates staff compensation for CTIC activities, Dakota County would no longer staff the coordination of CTIC work. The JPA shall contain a provision that allows the County to immediately terminate the JPA in the event sufficient funds from county, state, or federal sources are not appropriated at a level sufficient to allow payment of the amounts due.

- | | | |
|--|--|--------------------------------|
| <input type="checkbox"/> None | <input checked="" type="checkbox"/> Current budget | <input type="checkbox"/> Other |
| <input type="checkbox"/> Amendment Requested | <input type="checkbox"/> New FTE(s) requested | |

RESOLUTION

WHEREAS, Minn. Stat. § 125A.023, requires the development and implementation of a coordinated, multidisciplinary, interagency intervention service system; and

WHEREAS, Minn. Stat. § 125A.22, establishes that school districts, in cooperation with the county in

which the districts are located may create a Community Transition Interagency Committee (CTIC) for youth with disabilities; and

WHEREAS, Intermediate School District 917 (ISD 917) and Dakota County have negotiated a joint powers agreement for Dakota County to provide coordination and facilitation services of the CTIC with ISD 917 compensating County staff time; and

WHEREAS, the parties agree on the scope and nature of the services to be provided.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute a joint powers agreement with Intermediate School District 917 (ISD 917) for Community Transition Interagency Committee coordination and facilitation services, effective upon the date of execution through June 30, 2023, or until completion by the parties of their respective obligations under the joint powers agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this joint powers agreement, substantially as presented to the Community Services Committee of the Whole on November 9, 2021, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That upon execution of the joint powers agreement by both parties, ISD 917 will pay Dakota County \$12,000, per school year, for staff time executing these responsibilities through June 30, 2023; and

BE IT FURTHER RESOLVED, That the joint powers agreement shall contain a provision that allows the County to immediately terminate the joint powers agreement in the event funds from county, state, or federal sources are not appropriated at a level sufficient to allow payment of the amounts due, and otherwise may be terminated with or without cause, by either party upon thirty days written notice.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Joint Powers Agreement

CONTACT

Evan Henspeter

**JOINT POWERS AGREEMENT BETWEEN
THE COUNTY OF DAKOTA AND
INDEPENDENT SCHOOL DISTRICT 917
FOR FACILITATION AND COORDINATION
FOR THE COMMUNITY TRANSITION INTERAGENCY COMMITTEE**

Attachment: Joint Powers Agreement

This Joint Powers Agreement ("Agreement") is between the County of Dakota, by and through the Community Services Division, ("County") and Intermediate School District No. 917, 1300 145th Street East, Rosemount, MN 55068 ("School District"). This Agreement uses the word "parties" for both County and School District.

WHEREAS, the County and School District are governmental units as that term is defined in Minn. Stat. § 471.59; and

WHEREAS, Minn. Stat. § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, Minn. Stat. § 125A.023 requires the development and implementation of a coordinated, multidisciplinary, interagency intervention service system for children ages 3 to 21 with disabilities; and

WHEREAS, Minn. Stat. § 125A.22 requires a district, group of districts, in cooperation with the County in which the district is located, to establish a community transition interagency committee for youth with disabilities, beginning at grade 9 or age equivalent, and their families; and

WHEREAS, the School District is authorized to provide special education and other educational services to students pursuant to Minn. Stat. § 136D.84 at the request of its member school districts; and

WHEREAS, this Agreement is at the request of the School District on behalf of its member districts; and

WHEREAS, the School District desires to retain and compensate a qualified party to provide facilitation and coordination for the Community Transitions Interagency Committee ("CTIC") as herein described; and

WHEREAS, the County desires and is qualified to provide facilitation and coordination for the CTIC as herein described; and

WHEREAS, the County understands and agrees that:

1. The County is not an agent, servant, or employee of the School District and shall not make any such representations nor hold itself out as such; and
2. The County shall have no authority to bind the School District for the performance of any services or to otherwise obligate the School District, authority being specifically limited to the duties assigned under this Agreement; and
3. The County employees performing under this Agreement shall not accrue any continuing contract rights for the services performed pursuant to this Agreement, including but not limited to those afforded by Minn. Stat. § 122A.40, and the County specifically waives any and all rights thereto; and

WHEREAS, the Dakota County Board of Commissioners by Resolution No. 19-___ authorized the County to enter into an agreement with the School District for the provision of facilitation and coordinate on for the CTIC by the County to the School District; and

WHEREAS, the School District is willing to retain the County to provide facilitation and coordination for the CTIC.

ACCORDINGLY, the parties agree:

Article 1
PURPOSE

The purpose of this Agreement is to set out the respective duties and responsibilities of the County and the School District for the provision of facilitation and coordination for the CTIC by the County to the School District, as herein described.

Article 2
TERM

This Agreement is effective on the date that the last party executes this Agreement ("Effective Date") through June 30, 2023, or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement ("Expiration Date").

Article 3
COOPERATION

The County and the School District agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any dispute in an equitable and timely manner.

Article 4
PROVISION OF SERVICES

The County agrees to provide facilitation and coordination services for the CTIC as follows:

- 4.1 Provide 300 hours of facilitation and coordination for the CTIC;
- 4.2 Maintain and update CTIC Website that is hosted by School District;
- 4.3 Maintain accurate and current documentation of the services as herein described in accordance with professional standards;
- 4.4 Comply with all applicable federal, state, and local laws and/or regulations applicable to the services as herein described;
- 4.5 Provide staff with the necessary qualifications, certifications and/or registrations required by federal, state and local laws and regulations, and standards of professional practice applicable to the services as herein described; and
- 4.6 Maintain professional standards and principles as defined in federal, state and local laws and regulations, and standards of professional practice applicable to the services as herein described.

Article 5
RECORDS AND REPORTS

The County agrees to keep and maintain such records for and provide reports on the services as herein described as may be required by any fiscal intermediary, federal, state or local governmental agency.

Article 6
COMPENSATION

- 6.1 Total Compensation. The School District shall pay the County an amount not to exceed Twelve Thousand

Dollars (\$12,000) for the services described herein ("Agreement Maximum"). In the event this Agreement is terminated by the parties prior to completion of the services, payment shall be made by the School District to the County on a prorated basis for the services furnished prior to termination of the Agreement.

- 6.2 Invoices. The County shall, within fifteen (15) working days following the last day of May 2021/2022 submit an invoice and request for payment on an invoice form acceptable to the School District, which provides an itemization of the services provided and the dates of the performance period covered by the invoice. The School District shall notify the County in writing within fifteen (15) working days of receipt of an invoice of any particular item that is disputed or alleged to be incorrect. The payment of any such disputed amount shall be withheld until such time as the disputed amount is resolved or the incorrect amount is corrected. The School District shall submit payment within thirty-five (35) days of the date it receives the invoice.

Article 7 PROPERTY

The School District shall make available for the County's use appropriate space to provide the services as herein described. The County will provide basic equipment and materials for the provision of the services as herein described. Upon termination of this Agreement, any property or surplus funds acquired as a result of the School District's compensation to the County shall be returned to the School District after the purpose of this Agreement has been completed.

Article 8 LIABLE FOR OWN ACTS

Each party to this Agreement shall be liable for the acts of their own officers, agents, volunteers, or employees and results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, agents, volunteers or employees.

It is understood and agreed that the provisions of the Minn. Stat. § 471.59, the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability arising from the parties' acts or omissions. Each party warrants that they are able to comply with the aforementioned indemnity requirements through an insurance or self-insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466. Nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties.

The provisions of Article 8 shall survive the expiration or termination of this Agreement.

Article 9 INDEPENDENT CONTRACTOR

The County is and shall remain an independent contractor with respect to any and all work performed under this Agreement. The County on behalf of its employees and agents shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide the services as herein described.

The County acknowledges and agrees that the County on behalf of its employees and agents is not entitled to receive any of the benefits received by School District employees and is not eligible for workers' or unemployment compensation benefits under the School District. The County 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 the County and that it is the County's sole obligation to comply with the applicable provisions of all federal and state tax laws.

Article 10 DATA PRACTICES AND PRIVACY

- 10.1 Minnesota Government Data Practices Act (MGDPA). The parties agree that any information and data received from the other party during the term of this Agreement shall be treated and maintained in accordance with all applicable federal, state, and local laws, rules and regulations governing same, including but not limited to the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes,

Chapter 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted. The County and the School District agree to provide to each other data which is reasonably necessary to fulfill the purpose of this Agreement, provided such sharing of data is done in accordance with the Minnesota Government Data Practices Act and other state and federal law regulating the dissemination of data. If a party receives a request to release data referred to in this Clause that was received by the party receiving the request from another party, the party receiving the request to release the data must immediately notify the party from whom the data originated. The originating party will give the party receiving the request to release the data instructions concerning the release of the data to the data requester before the data is released.

- 10.2 Health Insurance Portability and Accountability Act (HIPAA). The parties agree to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA), including the HIPAA Privacy requirements, the HIPAA Standards for Electronic Transactions, the HIPAA security requirements, and any other HIPAA laws, standards and requirements now in effect or hereinafter adopted where applicable to the parties and to the duties under this Agreement, as determined by the County. Nothing in this Agreement will create obligations under HIPAA for the County or School District unless mandated by HIPAA.

Article 11 TERMINATION

- 11.1 With or Without Cause. This Agreement may be terminated with or without cause, by either party upon thirty (30) calendar days' written notice of intent to terminate.
- 11.2 Non-Appropriation of Funds. Notwithstanding any provision of this Agreement to the contrary, this Agreement shall be terminated immediately by either party in the event sufficient funds from the County, State, or Federal sources are not appropriated at a level sufficient to allow payment of the amounts due for the performance of this Agreement, and the non-appropriation of funds did not result from the any act of bad faith on the part of the terminating party.

Article 12 GENERAL

- 12.1 Notices. The School District or County may, by giving written notice to the other party, designate any address or addresses to which notices or other communications to them shall be sent when required by or related to this Agreement. Until otherwise provided by the respective parties, all notices or communications shall be addressed as follows:

To the School District:

Intermediate School District 917
Attn: Melissa Schaller
1300 145th Street East
Rosemount, MN 55068
Ph: 651-423-8204
Email: melissa.schaller@isd917.org

To the County:

Ms. Marti Fischbach, Community Services Division Director
Dakota County Community Services
1 Mendota Road W, Suite 500
West St. Paul, MN 55118-4773
Ph: 651-554-5742
Email: Marti.Fischbach@co.dakota.mn.us

- 12.2 Amendments. No amendments or variations of the terms and conditions of this Agreement shall be valid

unless in writing and signed by the parties.

- 12.3 Severability. All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained in the Agreement and that such holding shall not invalidate or render unenforceable any other provision.
- 12.4 Minnesota Law to Govern. The laws of Minnesota govern all matters related to this Agreement, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Agreement must be in those courts located within the County of Dakota, State of Minnesota or U.S. District Court, District of Minnesota.
- 12.5 Captions and Headings. The captions and headings of the provisions under this Agreement are for convenience only and shall not be considered or referred to concerning questions of interpretation or construction.
- 12.6 Recitals. The recitals set forth in the whereas clauses above are incorporated by reference as if fully set forth herein.
- 12.7 State Audits. Under Minn. Stat. § 16C.05, subd. 5, each party's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six (6) years from the Expiration Date of this Agreement.
- 12.8 Contract Interpretation and Construction. The parties acknowledge that they have had a reasonable opportunity to consult with their attorneys prior to execution of this Agreement and have done so. This Agreement was fully reviewed and negotiated by the parties. Accordingly, the parties agree the "against the offeror" principle of contract interpretation and construction will not be applied to this Agreement. Any ambiguity, inconsistency, or question of interpretation or construction in this Agreement will not be resolved strictly against the party that drafted the Agreement. It is the intent of the parties that every provision in this Agreement shall be constructed and construed so as to give its natural and ordinary meaning effect, regardless of any rule or law to the contrary.
- 12.9 Entire Agreement. This Agreement is the entire agreement for the provision of the services as herein described between the School District and the County and it supersedes all prior written or oral agreements on this program. There are no covenants, promises, undertakings, or understandings outside of this Agreement other than those as specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

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.

IN WITNESS WHEREOF, this Agreement was entered into on the date(s) set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to every provision, and hereby acknowledge receipt of a copy.

Approved by Dakota County Board
Resolution No. _____

COUNTY OF DAKOTA

By _____

Approved as to form:

Title Community Services Director

Date of Signature _____

Assistant County Attorney/Date
File No. KS-

FOR THE SCHOOL DISTRICT

(I represent and warrant that I am authorized by law to execute this Agreement and legally bind the

By _____

(Please print name.)

Title _____

Date of Signature _____



Community Services Committee of the Whole

Request for Board Action

Item Number: DC-348

Meeting Date: 11/9/2021

DEPARTMENT: Social Services

TITLE

Authorization To Execute Joint Powers Agreement With School Districts For Early Intervention Services

PURPOSE/ACTION REQUESTED

Authorize execution of a joint powers agreement (JPA) with each of the Dakota County school districts, including Independent School Districts 191, 192, 194, 195, 196, 197, 199, 200, and Special School District 6, to purchase health and human services from Dakota County that enhance interagency early intervention services.

SUMMARY

Dakota County Social Services and Dakota County Public Health partner with the County school districts to provide interagency early intervention services to young children at risk for developmental delays. The Minnesota Department of Education allocates funding to each school district based on the number of children identified for early intervention services. Independent School Districts 191, 192, 194, 195, 196, 197, 199, 200, and Special School District 6 jointly have indicated their intent to continue using these funds to purchase services from Dakota County for early identification of developmental delays, some direct services, and interagency service coordination.

Dakota County will receive a total of \$99,899.67 from the noted districts for services provided during State Fiscal Year 2021. Of this, \$59,400.00 will be allocated to Public Health and \$40,499.67 to Social Services. Public Health includes this allocation and function as part of the Maternal and Child Health (MCH) program where it supplements the program revenue already supported by the MCH grant and billing health insurance and Medical Assistance for home visiting. The Social Services allocation provides mini grants for services, Interagency Early Intervention Committee (IEIC) coordination, and program materials. Specific amounts due from each district are determined based on final state allocations to the schools.

OUTCOMES

As in prior years, for 2021, the school districts agreed to direct early intervention funds from the school districts to Dakota County to maintain the system of centralized early intervention services countywide.

How much? In 2020, 74 children had 628 visits provided by a Public Health Nurse. Sixty families received mini grants for respite care or assistive technology. Six Dakota County IEIC meetings were held in 2020 with an average attendance of 15 members; and all school districts were represented at the meetings.

How well? In 2020, Public Health or school service coordinators and parents received notification on 100 percent of mini-grant applications within 60 days of applying.

Better off? The Dakota County Community Resource survey in 2020 indicated that 79 percent of the information provided in meetings and resource emails was helpful to their job; 70 percent of respondents shared or discussed the provided information with colleagues; and 63 percent referred a client to a resource learned about in a meeting or in email communication. In December 2020, an *E-News Community Resource and Events* feature was added to the Dakota County website to better inform community members about resources available to them. The resource email started with 500 subscribers and as of July 1, 2021, has 1,100 subscribers.

RECOMMENDATION

Staff recommends authorization to execute a JPA with each of the Dakota County school districts for the purchase of early intervention services from the Dakota County Community Services Division effective upon the date of execution through June 30, 2022, or until completion by the parties of their respective obligations under the JPAs, whichever occurs first, unless earlier terminated by law or according to the provisions of the JPAs.

BOARD GOALS

- | | |
|---|---|
| <input checked="" type="checkbox"/> A Great Place to Live | <input type="checkbox"/> A Healthy Environment |
| <input type="checkbox"/> A Successful Place for Business and Jobs | <input type="checkbox"/> Excellence in Public Service |

PUBLIC ENGAGEMENT LEVEL

- | | | | |
|--|----------------------------------|----------------------------------|---|
| <input type="checkbox"/> Inform and Listen | <input type="checkbox"/> Discuss | <input type="checkbox"/> Involve | <input checked="" type="checkbox"/> N/A |
|--|----------------------------------|----------------------------------|---|

EXPLANATION OF FISCAL/FTE IMPACTS

There is \$0 net County cost anticipated as a result of this action. The school districts will fund Dakota County costs, and services will be provided to the extent that funds remain available. These funds are included in the 2022 County Manager's Recommended Budget for Public Health and Social Services.

- | | | |
|--|--|--------------------------------|
| <input type="checkbox"/> None | <input checked="" type="checkbox"/> Current budget | <input type="checkbox"/> Other |
| <input type="checkbox"/> Amendment Requested | <input type="checkbox"/> New FTE(s) requested | |

RESOLUTION

WHEREAS, Dakota County Social Services and Dakota County Public Health are partners with the Dakota County School Districts in providing interagency early intervention services to young children at risk for developmental delays; and

WHEREAS, Independent School Districts 191, 192, 194, 195, 196, 197, 199, 200, and Special School District 6 have indicated that each intends to continue purchasing the services provided by Dakota County Social Services and Dakota County Public Health for early identification of developmental delays and interagency coordination of interventions to serve these families; and

WHEREAS, Independent School Districts 191, 192, 194, 195, 196, 197, 199, 200, and Special School District 6 each have negotiated the framework of the scope and nature of services to be provided Countywide under a joint powers agreement (JPA) with Dakota County for the purpose of

continuing interagency early intervention services; and

WHEREAS, the JPA will be offered to any and all Dakota County school districts based on the services and reimbursement provisions included in the JPA.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute a joint powers agreement with each participating school district in Dakota County, including Independent School Districts 191, 192, 194, 195, 196, 197, 199, 200, and Special School District 6, for health and human services related to interagency early intervention system services, effective upon the date of execution through June 30, 2022, or until completion by the parties of their respective obligations under the joint powers agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of the joint powers agreement, substantially as presented to the Community Services Committee of the Whole on November 9, 2021, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That although the specific amounts due from each district are determined based on final state allocations to the schools, a total of \$99,899.67 from the noted districts is anticipated.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Joint Powers Agreement

CONTACT

Evan Henspeter

**JOINT POWERS AGREEMENT BETWEEN
THE COUNTY OF DAKOTA AND
INDEPENDENT SCHOOL DISTRICT **_____**
FOR INTERAGENCY EARLY INTERVENTION SERVICES**

This Joint Powers Agreement ("Agreement") is between the County of Dakota, by and through the Community Services Division, ("County") and Independent School District No. **_____**, **_____** ("School District"). This Agreement uses the word "parties" for both County and School District.

WHEREAS, the County and School District are governmental units as that term is defined in Minn. Stat. § 471.59; and

WHEREAS, Minn. Stat. § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, the School District desires to retain and compensate a qualified party to provide Interagency Early Intervention Services as more fully described herein; and

WHEREAS, the County desires and is qualified to provide Interagency Early Intervention Services as more fully described herein; and

WHEREAS, the County understands and agrees that:

1. The County is not an agent, servant, or employee of the School District and shall not make any such representations nor hold itself out as such; and
2. The County shall have no authority to bind the School District for the performance of any services or to otherwise obligate the School District, authority being specifically limited to the duties assigned under this Agreement; and
3. The County employees performing under this Agreement shall not accrue any continuing contract rights for the services performed pursuant to this Agreement, including but not limited to those afforded by Minn. Stat. § 122A.40, and the County specifically waives any and all rights thereto; and

WHEREAS, this Agreement is recommended by the Dakota County Special Education Directors Advisory Committee on behalf of the following local school districts in Dakota County: Special School District No. 6, and Independent School Districts Nos. 191, 192, 194, 195, 196, 197, 199 and 200; and

WHEREAS, the Dakota County Board of Commissioners by Resolution No. 19-__ authorized the County to enter into an agreement with the School District for the provision of Interagency Early Intervention Services by the County to the School District; and

WHEREAS, the School District is willing to retain the County to provide Interagency Early Intervention Services.

ACCORDINGLY, the parties agree:

Article 1
PURPOSE

The purpose of this Agreement is to set out the respective duties and responsibilities of the County and the School District for the provision of Interagency Early Intervention Services by the County to the School District, as more fully described herein and in the attached Exhibit 1.

Article 2
TERM

This Agreement is effective on the date that the last party executes this Agreement ("Effective Date") through June 30, 2020, or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement ("Expiration Date").

Article 3
COOPERATION

The County and the School District agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any dispute in an equitable and timely manner.

Article 4
PROVISION OF SERVICES

The County agrees to provide the services referenced below and in Exhibit 1 to the School Districts. All services are available to all districts, but individual districts will access varying levels of each service, dependent upon individual student and district need.

- 4.1. Service Coordination. Maternal Child Health Nurse service coordination will be provided to any child age birth to three (3) years old enrolled in an Early Childhood Special Education program. Maternal Child Health Nurses will provide consultation to school teams and home visiting as well as service coordination with particular emphasis on medically intensive children with multiple needs. A Maternal Child Health Nurse will assist families whose children are receiving early intervention services with resource and referral information. They will assist families in linking to community-based services to meet the needs of their child. They will serve as a liaison between the child's physician, medical specialist, private providers and the birth-to-three team. Maternal Child Health Nurses will attend their clients Individual Family Support Plan team meeting. Dakota County Public Health will provide the Dakota County IEIC a listing of assigned nurses to each school district Birth to Three Team.
- 4.2. Interagency Coordination and Service Coordination Consultation. Interagency coordination will be provided for the Dakota County Interagency Early Intervention Committee. The Interagency Coordinator will provide project coordination for the Child Protection Early Childhood Screening program as it relates to the Keeping Children Safe Act. The Coordinator will work with the Dakota County IEIC on the referral process to school district Early Intervention and Early Childhood Special Education Teams. The Interagency Coordinator will serve as a liaison and representative to the Region 11 Interagency Early Intervention Committee and the local school districts. The Coordinator will develop and promote the goals for interagency early intervention services established by the Region 11 Interagency Early Intervention Committee, the local early intervention committee, and local school districts. This work is capped at a total of 455 hours for all interagency partners during the period of the Agreement.
- 4.3. Services Where No Funding Exists. Review of requests for Part C Services Where No Funding Exists grants will be managed for the school districts. Requests for funding received from designated Early Intervention Service Coordinators will be evaluated by the Interagency Coordinator to determine if Part C statutory requirements are met, and whether other services options exist. For those requests meeting criteria and budget, the Coordinator will issue the grants to the families and track use of the funds through assistance from school Service Coordinators to secure family expenditure reports and documentation.

Article 5
REPORTING

- 5.1 Dakota County's Public Health Department will report their child count for Calendar Year 2019 to the Interagency Coordinator by March 1, 2020.
- 5.2 The Interagency Coordinator will create the Dakota County Help Me Grow Annual Report by August 1, 2020, and provide a copy to the School District Special Education Directors. This report will specify:

- A. Activities of the Interagency Coordinator for the period of this Agreement;
 - B. Number of home visits conducted by Maternal and Child Health Nurses for service coordination in 2019;
 - D. Total child count receiving Maternal and Child Health Nurse service coordination in on December 1, 2019;
 - E. Number of Part C and Family Support mini-grants issued to families, reported by school district, disability, and purpose of the funds, and
 - F. The Part C and Part B child count for December 1, 2019.
 - G. Number of children screened in the Dakota County Childhood Protection Screening Project per calendar year. The report will detail how many were referred to HMG and the outcome of those referrals.
- 5.3 The Interagency Coordinator will provide the School District Special Education Director with an annual report of Region 11 Interagency Early Intervention Committee activities and their compliance with Minn. Stat. § 125A.30 and PL 99-457.

Article 6 COMPENSATION

- 6.1 Total Compensation. The School District shall pay the County an amount not to exceed [REDACTED] (\$) [REDACTED] ("Agreement Maximum") for the services described herein. In the event this Agreement is terminated by the parties prior to completion of the services, payment shall be made by the School District to the County on a prorated basis for the services furnished prior to termination of the Agreement.
- 6.2 Invoices. The County shall, within fifteen (15) working days following June 30, 2020 submit an invoice and request for payment on an invoice form acceptable to the School District, which provides an itemization of the services provided and the dates of the performance period covered by the invoice. The School District shall notify the County in writing within fifteen (15) working days of receipt of an invoice of any particular item that is disputed or alleged to be incorrect. The payment of any such disputed amount shall be withheld until such time as the disputed amount is resolved or the incorrect amount is corrected.

Article 7 PROPERTY

Upon termination of this Agreement, any property or surplus funds acquired as a result of the School District's compensation to the County shall be returned to the School District after the purpose of this Agreement has been completed.

Article 8 LIABLE FOR OWN ACTS

Each party to this Agreement shall be liable for the acts of their own officers, agents, volunteers, or employees and results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, agents, volunteers, or employees.

It is understood and agreed that the provisions of the Minn. Stat. § 471.59, the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability arising from the parties' acts or omissions. Each party warrants that they are able to comply with the aforementioned indemnity requirements through an insurance or self-insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466. Nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties.

The provisions of Article 8 shall survive the expiration or termination of this Agreement.

Article 9 INDEPENDENT CONTRACTOR

The County is and shall remain an independent contractor with respect to any and all work performed under this Agreement. The County on behalf of its employees and agents shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein.

The County acknowledges and agrees that the County on behalf of its employees and agents is not entitled to receive any of the benefits received by School District employees and is not eligible for workers' or unemployment compensation benefits under the School District. The County 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 the County and that it is the County's sole obligation to comply with the applicable provisions of all federal and state tax laws.

Article 10 DATA PRACTICES AND PRIVACY

- 10.1 Minnesota Government Data Practices Act (MGDPA). The parties agree that any information and data received from the other party during the term of this Agreement shall be treated and maintained in accordance with all applicable federal, state, and local laws, rules and regulations governing same, including but not limited to the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted. The County and the School District agree to provide to each other data which is reasonably necessary to fulfill the purpose of this Agreement, provided such sharing of data is done in accordance with the Minnesota Government Data Practices Act and other state and federal law regulating the dissemination of data. If a party receives a request to release data referred to in this Clause that was received by the party receiving the request from another party, the party receiving the request to release the data must immediately notify the party from whom the data originated. The originating party will give the party receiving the request to release the data instructions concerning the release of the data to the data requester before the data is released.
- 10.2 Health Insurance Portability and Accountability Act (HIPAA). The parties agree to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA), including the HIPAA Privacy requirements, the HIPAA Standards for Electronic Transactions, the HIPAA security requirements, and any other HIPAA laws, standards and requirements now in effect or hereinafter adopted where applicable to the parties and to the duties under this Agreement, as determined by the County. Nothing in this Agreement will create obligations under HIPAA for the County or School District unless mandated by HIPAA.

Article 11 TERMINATION

- 11.1 With or Without Cause. This Agreement may be terminated with or without cause, by either party upon thirty (30) calendar days' written notice of intent to terminate..
- 11.2 Non-Appropriation of Funds. Notwithstanding any provision of this Agreement to the contrary, this Agreement shall be terminated immediately by either party in the event sufficient funds from the County, State, or Federal sources are not appropriated at a level sufficient to allow payment of the amounts due for the performance of this Agreement, and the non-appropriation of funds did not result from the any act of bad faith on the part of the terminating party.

Article 12 GENERAL

- 12.1 Notices. The School District or County may, by giving written notice to the other party, designate any address or addresses to which notices or other communications to them shall be sent when required by or related to this Agreement. Until otherwise provided by the respective parties, all notices or communications shall be addressed as follows:

To the School District:

[REDACTED], Superintendent of Schools
Independent School District [REDACTED]

Phone: [REDACTED]

Email: [REDACTED]

To the County:

Marti Fischbach
Community Services Director
Dakota County Community Services
1 Mendota Road W, Suite 500
West St. Paul, MN 55118-4773
651-554-5742
Marti.Fischbach@co.dakota.mn.us

- 12.2 Amendments. No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties' authorized representatives as named in Article 12.1.
- 12.3 Severability. All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained in the Agreement and that such holding shall not invalidate or render unenforceable any other provision.
- 12.4 Minnesota Law to Govern. The laws of Minnesota govern all matters related to this Agreement, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Agreement must be in those courts located within the County of Dakota, State of Minnesota or U.S. District Court, District of Minnesota.
- 12.5 Captions and Headings. The captions and headings of the provisions under this Agreement are for convenience only and shall not be considered or referred to concerning questions of interpretation or construction.
- 12.6 Recitals. The recitals set forth in the whereas clauses above are incorporated by reference as if fully set forth herein.
- 12.7 State Audits. Under Minn. Stat. § 16C.05, subd. 5, each party's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six (6) years from the Expiration Date of this Agreement.
- 12.8 Contract Interpretation and Construction. The parties acknowledge that they have had a reasonable opportunity to consult with their attorneys prior to execution of this Agreement and have done so. This Agreement was fully reviewed and negotiated by the parties. Accordingly, the parties agree the "against the offeror" principle of contract interpretation and construction will not be applied to this Agreement. Any ambiguity, inconsistency, or question of interpretation or construction in this Agreement will not be resolved strictly against the party that drafted the Agreement. It is the intent of the parties that every provision in this Agreement shall be constructed and construed so as to give its natural and ordinary meaning effect, regardless of any rule or law to the contrary.
- 12.9 Entire Agreement. Exhibit 1 is attached and incorporated into this Agreement. By signing this Agreement, the School District acknowledges receipt of Exhibit 1. If there is a conflict between any part of Exhibit 1 and the body of this Agreement, the body of this Agreement will prevail. To the extent reasonably possible, Exhibit 1 will be construed and constructed to supplement, rather than conflict with, this Agreement, unless such construing or construction results in ambiguity. This Agreement is the entire agreement for the provision of the Interagency Early Intervention Services between the School District and the County and it supersedes all prior written or oral agreements on this program. There are no covenants, promises,

undertakings, or understandings outside of this Agreement other than those as specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

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.

IN WITNESS WHEREOF, this Agreement was entered into on the date(s) set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to every provision, and hereby acknowledge receipt of a copy.

Approved by Dakota County Board
Resolution No. _____

Approved as to form:

Assistant County Attorney/Date

File No. KS-_____

COUNTY OF DAKOTA

By _____

Title Community Services Director

Date of Signature _____

FOR THE SCHOOL DISTRICT

(I represent and warrant that I am authorized by law to execute this Agreement and legally bind the School District).

By _____

(Please print name.)

Title _____

Date of Signature _____

Exhibit 1

Contract Deliverables Interagency Coordination

1. Facilitate meetings of the Dakota County Interagency Early Intervention Committee (IEIC).
 - Provide e-mail or written notification of meetings and agendas to IEIC members.
 - Facilitate and provide leadership at IEIC meetings.
 - Assist in identifying IEIC goals.
 - Record and distribute minutes to IEIC members.
 - Obtain and distribute issue-related background information to IEIC members as directed by the Committee or independently.
 - Develop an annual IEIC Performance Plan and overall Part C budget on behalf of the Dakota County IEIC.
 - Follow through with specific directives of the IEIC.
 - Assist in determining the needs of families and professionals within Dakota County for specialized technical assistance.
 - Coordinate inservices and resource development for professionals serving birth through five-year-olds with developmental and behavioral delays and their parents.
 - Survey members annually for needs and concerns.
 - Use group discussion or survey to identify issues to be addressed in the coming year.
 - Assist in determining priorities and assigning tasks to members.
 - Maintain current membership lists for all IEIC committees.
2. Coordinate the distribution of informational and outreach materials through the Dakota County Interagency Early Intervention Committee.
3. Attend and serve as a liaison to the Region 11 Interagency Early Intervention Committee.
 - Report information gathered from the Region 11 meetings and communications to the Dakota County IEIC.
 - Provide input to state early intervention interagency staff and to the Region 11 Interagency Early Intervention Committee regarding Dakota County IEIC issues, concerns, and recommendations.
4. Report to the Dakota County Collaborative Governing Board regularly on Dakota County Interagency Early Intervention Committee activities.
5. Meet with School District Special Education Directors as needed regarding activities and performance.
6. Prepare an annual report for the Special Education Directors including:
 - Region 11 Interagency Early Intervention Committee compliance with Minn. Stat. § 125A.30 and PL 99-457, and
 - Summary of Region 11 and Dakota County Interagency Early Intervention Committee activities.
7. Provide Service Coordination Consultation Services to School District Staff and Public Health Staff, including community resource updates and service coordination training.
8. Review and process requests for Family support Grants and Part C Services Where No Funding Exists grants.
9. The Interagency Coordinator will provide project coordination for the Child Protection Early Childhood Screening program as it relates to the Keeping Children Safe Act. The Coordinator will work with the Dakota County IEIC on the referral process to school district Early Intervention and Early Childhood Special Education Teams



Community Services Committee of the Whole

Request for Board Action

Item Number: DC-454

Meeting Date: 11/9/2021

DEPARTMENT: Extension

TITLE

Update On University Of Minnesota Extension 4-H Youth Development Programming In Dakota County

PURPOSE/ACTION REQUESTED

Receive an update on University of Minnesota (U of M) Extension 4-H Youth Development programming in Dakota County.

SUMMARY

The University of Minnesota (U of M) Extension and Dakota County have an educational partnership to support youth development. By Resolution No. 18-539 (October 23, 2018), the Board authorized execution of a Memorandum of Agreement (MOA) with the Regents of the U of M for the provision of Extension educators and program staff employed by the U of M for the period of January 1, 2019 through December 31, 2021. These positions provide specific educational programs and services to County residents through a regional delivery system based on recommendations by the County's Extension Committee. The program funded through the MOA is 4-H Youth Development supported by 4.0 full-time equivalents.

The U of M Extension Mission is "Connecting community needs and University resources to address critical issues in Minnesota," reflecting a commitment to delivering high quality, relevant, research-based educational programs and information to Dakota County residents and communities. Dakota County has a premier 4-H Youth Development program for youth in kindergarten through one year past high school. There are 20 4-H clubs dispersed across the County and an additional five site and school-based clubs. There are also countless partnerships where Dakota County 4-H Youth Development staff and volunteers provide short-term enrichment through in school and out of school educational programming.

U of M Extension 4-H Youth Development Staff will be providing an overview of Dakota County 4-H by reporting on the October 1, 2020 through September 30, 2021, 4-H year program participation.

OUTCOMES

Dakota County 4-H has piloted new ways of providing youth enrichment during the pandemic with the following program, growth and retention outcomes:

- 4-H will equip youth with life skills to become engaged community leaders, utilizing mentoring models, STEM programming and youth voice on boards and committees.
- 4-H will reflect the diversity of the youth population through expanding partnerships,

diversifying program models and increasing contact hours at program sites.

- 4-H will retain participation by mapping and evaluating individual journeys and expanding youth involvement in designing and leading programs.

RECOMMENDATION

Information only; no action requested.

BOARD GOALS

- | | |
|---|---|
| <input checked="" type="checkbox"/> A Great Place to Live | <input type="checkbox"/> A Healthy Environment |
| <input type="checkbox"/> A Successful Place for Business and Jobs | <input type="checkbox"/> Excellence in Public Service |

PUBLIC ENGAGEMENT LEVEL

- | | | | |
|--|----------------------------------|----------------------------------|---|
| <input type="checkbox"/> Inform and Listen | <input type="checkbox"/> Discuss | <input type="checkbox"/> Involve | <input checked="" type="checkbox"/> N/A |
|--|----------------------------------|----------------------------------|---|

EXPLANATION OF FISCAL/FTE IMPACTS

None.

- | | | |
|--|---|--------------------------------|
| <input checked="" type="checkbox"/> None | <input type="checkbox"/> Current budget | <input type="checkbox"/> Other |
| <input type="checkbox"/> Amendment Requested | <input type="checkbox"/> New FTE(s) requested | |

RESOLUTION

Information only; no action requested.

PREVIOUS BOARD ACTION

18-539; 10/23/18

ATTACHMENTS

Attachment: None.

CONTACT

Tammy McCulloch



Community Services Committee of the Whole

Request for Board Action

Item Number: DC-408

Meeting Date: 11/9/2021

Adjournment